

HEALTH FIRST INDIANA
CORE PUBLIC HEALTH SERVICES MEMORANDUM OF UNDERSTANDING

THIS CORE PUBLIC HEALTH SERVICES MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Wabash Carnegie Public Library ("Service Provider") and the Wabash County Health Department ("WCHD").

WITNESSETH:

WHEREAS, Wabash Carnegie Public Library is a nonprofit organization that will loan and track Radon Testing Devices aimed at reducing the prevalence of Cancer in Wabash County, Indiana;

WHEREAS, WCHD is a government agency providing core public health services to the citizens of Wabash County, Indiana ("Patients");

WHEREAS, all parties are desirous of entering into this MOU to promote and protect the health and wellbeing of the citizens of Wabash County;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. **Purpose.** That the Wabash County Health Department agrees to provide financial support to ensure the successful implementation of the Health First Indiana Initiative (HFI) to Service Provider for the purpose of ensuring core public health services are provided to citizens of Wabash County.
2. **Services.** The Service Provider agrees to deliver the following core public health services ("Services"):
 - **Chronic Disease Prevention and Reduction.**
No Services may be provided and no funds may be utilized pursuant to this MOU to serve individuals who are not residents of Indiana or are not lawfully present in the United States.
3. **Reporting.** Service Provider shall submit monthly reports to WCHD in the form attached hereto as Appendix A. Completed forms are due by the fifth (5th) day of each month during the Term of this MOU. Service Provider shall also provide additional reporting information as reasonably requested by WCHD.
4. **Payment.** The Service Provider agrees that no monetary payments will be allocated towards delivery of the Services. Funding for the Services shall be delivered as follows:
 - Purchase of Two (2) Consumer Grade Radon Testing Devices for the "Library of Things";
5. **Term and Termination.**
 - 5.1 **Term.** This MOU shall be effective upon being signed by the Parties ("Effective Date"). The initial term of this MOU shall commence on the Effective Date and continue for one (1) year.
 - 5.2 **Termination.** Notwithstanding the foregoing, either party may terminate this MOU at any time with or without cause, by giving the other party thirty (30) days' written notice, which notice shall specify the effective date of termination. Upon termination, Service Provider shall be free of any

reporting requirements, and shall return said devices to WCHD received under this MOU, as of the date of termination.

6. Miscellaneous.

6.1. HIPAA Compliance. The parties agree they will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). If, within thirty (30) days of either party first providing notice to the other of the need to amend the MOU to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this MOU to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this MOU upon thirty (30) days prior written notice.

6.2. Administration. Each party shall remain responsible for its own administration, financing, staffing, supplies and budget for the Services. The parties shall not jointly acquire, hold, or dispose of real or personal property under the terms of this MOU. The parties acknowledge and agree that the purpose of this MOU is not to induce any referrals or to otherwise generate any business between the parties, but instead to contract for commercially reasonable and legitimate services.

6.3. Non-Discrimination. All Services provided under this MOU shall be provided without regard to race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such Screening Services. The parties agree to comply with all applicable laws prohibiting discrimination.

6.4. Notices. All notices, records, reports or correspondence between the parties shall be sent to the following locations:

WABASH COUNTY HEALTH DEPARTMENT:

Wabash County Health Department
Attention: Health Officer
79 W. Main St.
Wabash, IN 46992

WABASH CARNEGIE PUBLIC LIBRARY:

Wabash Carnegie Public Library
Attention: Debra Greenacre
188 W. Hill St.
Wabash, IN 46992

6.5. Entire MOU. This MOU shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this MOU shall not be binding upon either party except to the extent incorporated into this MOU.

6.6. Amendments. This MOU may not be amended or modified unless mutually agreed upon in a writing signed by an authorized representative of each party.

6.7. Severability. In the event any provision(s) of this MOU shall be determined to be unenforceable or otherwise invalid for any reason by a Court of competent jurisdiction, such remaining provision(s) shall remain in full force and effect to the extent permitted by law.

6.8. Nonwaiver. The failure of either party to this MOU to insist upon the performance of any of the terms and conditions of this MOU, or the waiver of any breach of any of the terms and conditions of this MOU, shall not be construed as thereafter waiving any such terms and conditions, but the

same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

6.9. Governing Law. This MOU has been executed under and shall be governed by the laws of the State of Indiana, without regard to conflict of law principles.

6.10. Savings Clause. Notwithstanding any term contained herein, this MOU shall not be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this MOU and any local, State or Federal statute, regulation, ordinance or resolution, the latter shall prevail, but in the event of such conflict, the provisions of this MOU affected shall be limited or applied, if possible, only to the extent necessary to be valid and enforceable to the maximum extent possible.

6.11. Dispute Resolution. The parties expressly agree that any dispute concerning this MOU, or the performance of any of its terms, shall first be reasonably attempted in good faith to be resolved informally. The parties expressly agree that, upon written request of any party, such dispute shall be submitted to mediation within the State of Indiana whereby the parties shall attempt in good faith to resolve such dispute. If such medication does not resolve such dispute, either may commence litigation and hereby agree exclusive jurisdiction and venue of any dispute shall be in the Wabash County Superior Court.

[Signature page follows]

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Signature Page

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as their official act by their respective representative(s) on the dates set out below, each of whom is duly authorized to execute the same.

WABASH COUNTY HEALTH DEPARTMENT

WABASH CARNEGIE PUBLIC LIBRARY

By: CHR wj
Print: Rich McField
Title: Admin
Date: 7-20-26

By: Debra Greenacre
Print: Debra Greenacre
Title: Director
Date: 07-21-26