

**HEALTH FIRST INDIANA**  
**CORE PUBLIC HEALTH SERVICES AGREEMENT**

THIS CORE PUBLIC HEALTH SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of North Manchester Parks & Recreation Department, more specifically, Strauss-Peabody Aquatic and Fitness Facility (“Service Provider”) and the Wabash County Health Department (“WCHD”).

**WITNESSETH:**

WHEREAS, Wabash County Board of Commissioners must approve all contracts brought forth by the Wabash County Health Department utilizing Health First Indiana (HFI) funds in Wabash County, Indiana;

WHEREAS, Strauss-Peabody Aquatic and Fitness Facility is a part of the Town of North Manchester Parks & Recreation Department that offers a fully loaded fitness center and swimming pool for the citizens 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 Agreement 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 patients.
2. **Services.** The Service Provider agrees to deliver the following core public health services (“Services”):
  - Trauma and Injury Prevention and Education.
  - Chronic Disease Prevention and Reduction
3. **Funding Request.** Service Provider shall submit a letter of request for funding each year. The current Request letter is attached hereto as Appendix A.
4. **Reporting.** Service Provider shall submit monthly reports to WCHD in the form attached hereto as Appendix B. Completed forms are due by the fifth (5<sup>th</sup>) day of each month during the Term of this Agreement. Service Provider shall also provide additional reporting information as reasonably requested by WCHD.

**5. Payment.** The Service Provider agrees that monetary payments will be allocated towards delivery of the Services. Funding for the Services shall be delivered as follows:

- Total compensation shall be \$5,000.00;
- Service Provider shall receive \$2,500.00 towards the purchase of two “Tot Docks” for the facilitation of swim lessons for children
- Service Provider shall receive \$2,500 to supplement membership fees, up to \$50, for new members
- Payments equaling \$5,000.00 may be made if Service Provider can provide data on the Appendix B form.

**6. Fee Schedule and Billing.** Service Provider shall submit an invoice to WCHD. WCHD shall remit payment to Service Provider within forty-five (45) days of receipt of said invoice.

**7. Term and Termination.**

**7.1 Term.** This Agreement shall be effective upon being signed by the Parties (“Effective Date”). The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year.

**7.2 Termination.** Notwithstanding the foregoing, either party may terminate this Agreement 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 compensated for work performed in furtherance of the Services, not to exceed to the total compensation, or shall reimburse the WCHD for monies received under this Agreement but not yet expended in furtherance of the Services, as of the date of termination.

**8. Miscellaneous.**

**8.1. 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 Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement 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 Agreement upon thirty (30) days prior written notice.

**8.2. 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 Agreement. The parties acknowledge and agree that the purpose of this Agreement 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.

**8.3. Non-Discrimination.** All Services provided under this Agreement 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.

**8.4. 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  
89 W. Hill St.  
Wabash, IN 46992

TOWN OF NORTH MANCHESTER  
PARKS & RECREATION DEPARTMENT:

Strauss-Peabody Aquatic & Fitness Facility  
Attn: Jennifer Hotchkiss  
902 N. Market Street.  
North Manchester, IN 46962

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

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

**8.7. Severability.** In the event any provision(s) of this Agreement 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.

**8.8. Nonwaiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, 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.

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

**8.10. Savings Clause.** Notwithstanding any term contained herein, this Agreement 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 Agreement 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 Agreement affected shall be limited or applied, if possible, only to the extent necessary to be valid and enforceable to the maximum extent possible.

**8.11. Dispute Resolution.** The parties expressly agree that any dispute concerning this Agreement, 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]

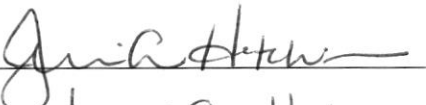
**HEALTH FIRST INDIANA**  
**CORE PUBLIC HEALTH SERVICES AGREEMENT**  
**Signature Page**

IN WITNESS WHEREOF, the parties have caused this Agreement 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.

**BOARD OF COMMISSIONERS OF  
WABASH COUNTY, INDIANA**

**TOWN OF NORTH MANCHESTER PARKS  
& RECREATION DEPARTMENT**

  
\_\_\_\_\_  
Jeff Dawes


By:   
\_\_\_\_\_  
Print: Jennifer Hotchkiss

  
\_\_\_\_\_  
Brian Haupt

Title: Director

Date: 6/24/24

  
\_\_\_\_\_  
Barry Eppley

Attest:   
\_\_\_\_\_  
Marcie Shepherd, Auditor

Date: 6-24-24

Appendix A



North Manchester Parks & Recreation Department  
Strauss Peabody Aquatic & Fitness Center  
902 N. Market Street  
North Manchester, IN 46962

June 14, 2024

Wabash County Health Department  
89 West Hill Street  
Wabash, IN 46992

Dear Rich,

I would like to formally request funds from the Wabash County Health Department's allotment of funding from the Healthy First Indiana initiative.

We intend to offer services under the "Trauma and Injury Prevention Education" requirement by purchasing swimming platforms that will be utilized by all our swim lessons offered at SPAFC. The swimming platforms will be purchased from PoolWeb.com and are \$1250.00 each (two platforms will be needed). The total price will be \$2500.00 (includes shipping).

Under the "Chronic Disease Prevention and Reduction" requirement, we would like to request \$2500.00 that will be used toward the purchase of new yearly memberships. Each new member will receive \$50.00 off a yearly membership. This will allow 50 new members to have a discounted membership for the year.

"Trauma and Injury Prevention Education":	\$2500.00
"Chronic Disease Prevention and Reduction":	\$2500.00
<b>TOTAL amount requested:</b>	<b>\$5000.00</b>

Sincerely,

*Jennifer Hotchkiss*

Jennifer Hotchkiss, Director  
North Manchester Parks & Recreation Department

Appendix B

# TRAUMA AND INJURY PREVENTION AND EDUCATION

## Wabash County Health Department

### ACTIVITY

Start Date: \_\_\_ / \_\_\_ / \_\_\_ Stop Date: \_\_\_ / \_\_\_ / \_\_\_ Number of Unique People Served: \_\_\_\_\_

Stakeholders Engaged with this Activity: \_\_\_\_\_  
\_\_\_\_\_

### TRAINING/EDUCATION

Number of people receiving Stop the Bleed training \_\_\_\_\_

Number of people receiving CPR training \_\_\_\_\_

Number of people educated and/or trained on vehicle passenger safety and seat belt use \_\_\_\_\_

Number of people educated or trained on RTV (ATV) and golf cart passenger safety \_\_\_\_\_

Number of people educated or trained on water safety (including swim lessons) \_\_\_\_\_

Number of people educated about texting and safe driving (including impaired driving) \_\_\_\_\_

Number of people educated about brain injury risks and safety practices \_\_\_\_\_

Number of people educated in fall prevention and home remedied for fall risks \_\_\_\_\_

Number of people educated and/or trained on substance use prevention \_\_\_\_\_

Number of people educated and/or trained on mental health and suicide prevention \_\_\_\_\_

Number of seniors participating in activities related to fall prevention \_\_\_\_\_

Number of certified peer recovery coaches in county with support of LHD \_\_\_\_\_

### EQUIPMENT

Number of naloxone doses distributed \_\_\_\_\_

Number of nalox-boxes in community \_\_\_\_\_

Number of public, used sharps returns \_\_\_\_\_

Number of child car seats distributed \_\_\_\_\_

Number of bicycle helmets distributed \_\_\_\_\_

Number of firearm locks provided to families \_\_\_\_\_

Number of people provided with infant safe sleep education, including families and professionals \_\_\_\_\_

Number of infant sleep sacks provided to families \_\_\_\_\_

Number of portable cribs provided to families \_\_\_\_\_

**REFERRALS**

Number of people referred/linked to substance use/mental health treatment \_\_\_\_\_

Number of woman and children referred for active domestic violence assistance \_\_\_\_\_

Number of women and children provided safe, anonymous transport to shelter for victims of domestic violence and interim care/assistance provided \_\_\_\_\_

Number of women and children referred for assistance with physical and mental health recovery from domestic violence \_\_\_\_\_

**OTHER SERVICES**

Type of other services \_\_\_\_\_  
\_\_\_\_\_

Number of people receiving other services \_\_\_\_\_



# CHRONIC DISEASE PREVENTION AND REDUCTION

## Wabash County Health Department

### ACTIVITY

Start Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Stop Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Number of Unique People Served: \_\_\_\_\_

Stakeholders Engaged with this Activity: \_\_\_\_\_  
\_\_\_\_\_

### SCREENING AND REFERRALS

- Number of people screened for high blood pressure through LHD or partners \_\_\_\_\_
- Number of people identified with undiagnosed high blood pressure through LHD or partners \_\_\_\_\_
- Number of people screened with a hemoglobin A1c through LHD or partners \_\_\_\_\_
- Number of people identified with elevated hemoglobin A1c \_\_\_\_\_
- Number of people screened for diabetes risk factors through LHD or partners \_\_\_\_\_
- Number of people referred to or enrolled in a diabetic prevention program \_\_\_\_\_
- Number of people referred to or enrolled in a diabetes self-management education support program \_\_\_\_\_
- Number of people screened for high cholesterol through LHD or partners \_\_\_\_\_
- Number of people identified with high cholesterol \_\_\_\_\_
- Number of people screened for cancer through LHD activity (breast, colon cancer, etc.) \_\_\_\_\_
- Number of people screened for BMI \_\_\_\_\_
- Number of people referred to a weight treatment or obesity prevention program \_\_\_\_\_
- Number of people identified as having a BMI over 30 \_\_\_\_\_
- Number of individuals with asthma who receive an in-home trigger assessment \_\_\_\_\_
- Number of people referred for chronic disease preventative care \_\_\_\_\_
- Number of people referred for cancer screening \_\_\_\_\_
- Number of people provided for cancer screening \_\_\_\_\_
- Number of people screening positive for food insecurity \_\_\_\_\_

Number of people referred to a food assistance program \_\_\_\_\_

Number of people referred to the IDOH Breast and Cervical Cancer Program \_\_\_\_\_

**PROGRAMMING**

Number of adults participating in nutrition and physical activity education programming \_\_\_\_\_

Number of seniors participating in nutrition and physical activity education programming \_\_\_\_\_

Number of cancer risk reduction and prevention programs provided by the LHD \_\_\_\_\_

Number of cancer survivorship related services provided (smoking cessation resources, cancer support groups, respite opportunities for care givers) \_\_\_\_\_

**OTHER SERVICES**

Type of other \_\_\_\_\_  
\_\_\_\_\_

Number of people receiving other services \_\_\_\_\_