

HEALTH FIRST INDIANA
CORE PUBLIC HEALTH SERVICES AGREEMENT

THIS CORE PUBLIC HEALTH SERVICES AGREEMENT (“Agreement”) is entered into by and between the Wabash County Tobacco Free Coalition (“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, Wabash County Tobacco Free Coalition offers commercial tobacco prevention and cessation to 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”):
 - Tobacco Prevention and Cessation
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 (5th) 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 \$8,000.00;
- Service Provider shall receive \$8,000.00 towards tobacco prevention and cessation education;
- Payments equaling \$8,000.00 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

WABASH COUNTY TOBACCO FREE
COALITION:

Wabash County Tobacco Free Coalition
Attn: Dan Gray
41 W. Canal Street
Wabash, IN 46992

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

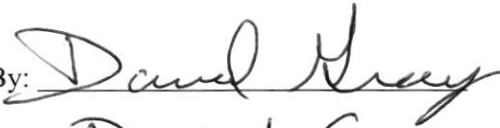
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as their official act by their respective representative(s) on the dates set out below, each of whom is duly authorized to execute the same.

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

**WABASH COUNTY TOBACCO FREE
COALITION**



Jeff Dawes

By: 

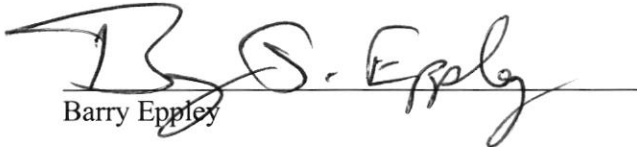
Print: Daniel Gray




Brian Hauptert

Title: Director

Date: 6/24/2024



Barry Eppley

Attest: 

Marcie Shepherd, Auditor

Date: June 24, 2024

Appendix A



WABASH COUNTY TOBACCO FREE COALITION *Molding Healthier Communities*

Date: June 14, 2024
To: Wabash County Health Department
Re: Request funds from Healthy First Indiana
From: Wabash County Tobacco Free Coalition
Daniel Gray – Director

The Wabash County Tobacco Free Coalition is requesting \$8,000 to further the prevention and education agendas for the three school districts, parents/adults, and for community involvement to make Wabash County a healthier place to live.

These funds will assist in the continuation and enhancement of the already established programs in the county and provide opportunities to expand the education and promotion of the Indiana Quit Line.

Respectively Submitted,

Daniel Gray
Director
Wabash County Tobacco Free Coalition

Appendix B
TOBACCO PREVENTION AND CESSATION

Wabash County Health Department

ACTIVITY

Start Date: ___ / ___ / ___ Stop Date: ___ / ___ / ___ Number of Unique People Served: _____

Stakeholders Engaged with this Activity:

EDUCATION

Number of individuals age 13 years or older referred to Indiana Tobacco Quitline/Quit Now Indiana or other cessation resources

Number of youth provided education on the harms of vaping

Number of adults provided education on the harms of tobacco use and vaping

Number of school staff who have been trained to provide tobacco education

Number of schools providing vaping prevention education through local LHD/school liaison

Number of schools providing nicotine dependence treatment resources through LHD/school liaison

Number of schools with updated/best practice policies through LHD/school liaison

OTHER SERVICES

Type of other services

Number of people receiving other services
