



MEMORANDUM OF UNDERSTANDING

This agreement for services is entered into by and between Elkhart County WIC Program with Goshen Hospital and Association, Inc., 200 High Park Ave., Goshen, IN 46526. This MOU is hereby established as a no cost agreement between the parties.

PURPOSE

The purpose of this Agreement is to provide an opportunity for eligible individuals within the hospital to be certified for participation in the WIC Program and/or receive WIC support. No WIC funding will be set aside for this agreement and therefore there will be no fiscal impact.

TERM

This agreement will be effective from February 1, 2025, and terminate on January 31, 2027, unless terminated by of the parties in writing.

This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. This agreement is governed by the laws of the State of Indiana.

SERVICES

Elkhart County WIC Program agrees to:

- Receive referrals from hospital staff including but not limited to nurses, social workers, lactation consultants, case managers, and physicians.
- Provide WIC services and/or benefits to qualified patients.
- Provide client-centered nutrition counseling and breastfeeding support based on nutrition and breastfeeding assessments facilitated by WIC Breastfeeding Peer Counselor(s) and/or WIC health professionals.
- Provide assessment of WIC client breast pump needs and provide a breast pump, if necessary, upon discharge.
- Appoint a primary MOU contact and notify Goshen Hospital of any changes to Elkhart County WIC Program primary contact.
- Charge no fee for services, space, supplies, or printing.



Goshen Hospital agrees to:

- Allow WIC staff to perform certifications and/or provide nutrition and breastfeeding education and support.
- Provide adequate space for WIC staff to complete their work and store the necessary program and nutrition education materials and breastfeeding supplies.
- When applicable, allow WIC Breastfeeding Peer Counselor(s) to support WIC clients at Goshen Hospital within their scope of practice.
- Refer potential WIC clients to the Elkhart County WIC Program.
- Provide height, weight, and hemoglobin information for patients to a WIC health professional as requested to complete certifications.
- Provide assessment of WIC client breast pump needs and provide a pump, if necessary, for the duration of the hospital stay.
- Appoint primary MOU contact and notify the Elkhart County WIC Coordinator of any changes to Goshen Hospital primary contact.
- Charge no fee for services, space, supplies, or printing.

CONFIDENTIALITY

Each party that receives confidential information will not disclose information to any third party. The information provided between the Elkhart County WIC Program and Goshen Hospital will only be used for the purpose of providing WIC services and patient care to WIC clients in the hospital.

REIMBURSEMENT

No reimbursement will be made by the WIC Local Agency or through the WIC Program for the provision of medical services or pertinent medical information.

INDEPENDENT PROVIDER

The parties are at all times independent providers, and neither party will be considered an agent, servant, partner, or employee of the other party. It is established that employees of Goshen Hospital are not employees of the Elkhart County WIC Program and that employees of the Elkhart County WIC Program are not employees of Goshen Hospital.

INDEMNIFICATION



The Elkhart County WIC Program covenants to indemnify Goshen Hospital and the hospital's agents, servants and employees and hold them harmless from and against any and all liability, damages, expenses, fees including reasonable attorney's fees, penalties, actions, causes of actions, suits, costs, claims of judgment arising from injury occurring during the term of this Agreement to persons or property caused by the WIC Local Agency and its agents' negligence.

Goshen Hospital covenants to indemnify the Elkhart County WIC Program and the program's agents, servants and employees and hold them harmless from and against any and all liability, damages, expenses, fees including reasonable attorney's fees, penalties, actions, causes of actions, suits, costs, claims of judgment arising from injury occurring during the term of this Agreement to persons or property caused by Goshen Hospital and its agents' negligence.

Neither party will be liable to the other for any consequential, incidental, indirect, punitive or special damages in connection with the performance of the Services or otherwise under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if the other party is advised of the likelihood of such damages.

LIABILITY

Each party is responsible for the actions and consequences of its own employees. Neither party will be liable to the other for any consequential, incidental, indirect, punitive nor special damages in connection with the performance of the services outlined within this agreement.

WIC NONDISCRIMINATION STATEMENT

The WIC Nondiscrimination Statement is available for viewing on the bottom of the WIC homepage at <https://www.in.gov/health/wic>.

NOTICE

Any notice or other correspondence required to be sent under this Agreement shall be sent to the primary contact:



Goshen Hospital Association, Inc:

200 High Park Ave.

Goshen, IN 46526

Primary Contact: Director, Kristi Miller

Phone Number: (574) 364-2672

Fax Number:

Email: Kmilller41@goshenhealth.com

Elkhart County WIC Program

1400 Hudson Street

Elkhart, IN 46516

Primary Contact: Coordinator, Katherine Wright

Phone Number: (574) 522-0104

Fax Number: (574) 522-1902

Email: kwright@elkhartcounty.com

HIPAA COMPLIANCE

While performing under this Agreement, both parties may be exposed to or acquire confidential client and/or patient information of the other including, but not limited to, information, data, reports, records, summaries, tables, and studies, whether written or oral and whether fixed in hard copy or contained in any computer database or computer readable form. Both parties may also be exposed to individually identifiable health information ("IIHI") and protected health information ("PHI"), in either paper or electronic form, as both are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR §160.101 et seq.

Both parties agree to abide by all HIPAA requirements including each and every obligation imposed upon business associates under the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (the HITECH Act) and each of those obligations is incorporated by reference into this Agreement.

While performing under this Agreement, both parties, including its employees, agents, and representatives agree to (a) not disclose to any third party the confidential information of the other except as otherwise permitted by this Agreement; (b) permit use of such confidential information only by employees, agents, and representatives having a need to know as delineated and addressed in HIPAA and only in connection with performance under this Agreement; and (c) advise each of its employees, agents, and representatives of his or her obligation to keep such confidential information confidential.

The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known



as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), in all activities related to the agreement.

E-VERIFY PROGRAM

Pursuant to Indiana Code §22-5-1.7-11, Provider agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Provider after the date of this Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Provider is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Provider further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

IRANIAN INVESTMENT

Pursuant to Indiana Code §5-22-16.5, Provider certifies that Goshen Hospital is not engaged in investment activities in Iran.

TELEPHONE SOLICITATION ACT COMPLIANCE

Goshen Hospital certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Provider will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law. Provider further certifies that any affiliate or principal of Provider and any agent acting on behalf of Provider or on behalf of any affiliate or principal of Provider, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.



SIGNATURES

Elkhart County Health Department

DATE: 1/19/25

Signature: Melanie Sizemore
Melanie Sizemore
Health Officer
Elkhart County Health Department

Goshen Hospital Association, Inc.

DATE: 1.14.2025

Signature: Kristina Miller RNC
Kristina Miller
Director, The Birthplace
Goshen Hospital Association, Inc.