



MORGAN COUNTY HEALTH DEPARTMENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is a cooperative understanding between _____ (“Collaborator”) and Morgan County Health Department made and entered into by both Parties effective _____.

The Morgan County Health Department is dedicated to improving quality of life by promoting, protecting and providing for the health and safety of Morgan County’s residents. This is achieved by, among other things:

- Conducting quality services which create a clean and safe environment and healthy lifestyle for Morgan County residents;
- Developing programs that protect against the spread of disease;
- Keeping residents informed and prepared for natural and other disasters; and
- Maintaining the well-being of all residents through public health education.

Morgan County Health Department and the Collaborator will work together to offer individuals the services described on Exhibit A under the additional terms and conditions provided thereunder.

Morgan County Health Department and the Collaborator will share medical information only as permitted by the State of Indiana laws, rules, and regulations; HIPAA; and Federal Regulation of Disclosure of Substance Use Disorder Patient Records (42 CFR, Part 2). Pursuant to these requirements, patients must authorize via a signed Release of Information (“ROI”) form before either party is permitted to share respective patient health information.

Morgan County Health Department and the Collaborator further agree:

1. This agreement will not bind either party to use the services of the other exclusively, nor will it obligate either party to accept referrals from the other. Additionally, it is understood that this agreement in no way incurs financial liability on the part of either party unless expressly agreed in Exhibit A.

2. Client names and all other identifiable information shall remain confidential as required by federal, state, and local law. Each party will abide by Confidentiality (42 CFR), HIPAA provisions and Client Rights.

3. Parties agree to exchange information, if authorized by a patient signed ROI, in a timely manner to facilitate prompt coordination of care and the provision of services described in Exhibit A.

4. Each party shall abide by Federal, State, or city laws which require all services to be provided without regards to race, creed, national origin, or gender.

5. All records of each party shall remain the property of that party. And, both parties acknowledge and agree that in receiving, storing or otherwise dealing with any information from either party about clients of the Collaborator that they are fully bound by all applicable Federal and State regulations.

6. E-Verify. Under Indiana Code section 22-5-1.7-11, by entering into this MOU with Morgan County, the Collaborator is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. The Collaborator is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, the Collaborator affirms that it does not knowingly employ an unauthorized alien. The Collaborator further affirms that, prior to entering into the Agreement with Morgan County, it will enroll in and agrees to verify the work eligibility status of all of its newly hired employees through the E-Verify program.

7. The Collaborator agrees that it, and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be disregarded as a material breach of the Agreement.

The parties further recognize that once effective, this MOU is non-binding and may be terminated by either party with 30 days written notice. The MOU is an expression of all parties' willingness to work in a collaboration for the betterment of the community. Notwithstanding the aforementioned, the parties agree that this MOU shall not be intended and shall not create or be construed to create any partnership, joint venture, or third-party beneficiary status of any person or entity.

[SIGNATURE PAGE TO FOLLOW]

COLLABORATOR:

Dated: _____

Signed: _____

Printed Name: _____

Title (if any): _____

MORGAN COUNTY HEALTH DEPARTMENT:

Dated: _____

Signed: _____

Printed Name: _____

Title (if any): _____

MORGAN COUNTY COMMISSIONERS:

Dated: _____

EXHIBIT A
MORGAN COUNTY HEALTH DEPARTMENT
MEMORANDUM OF UNDERSTANDING

The following terms and conditions are incorporated into the Memorandum of Understanding between _____ (“Collaborator”) and Morgan County Health Department.

- i. Description of Program, Facility, Services, Materials, or Supplies to be provided by Morgan County Health Department: _____

- ii. Description of Program, Facility, Services, Materials, or Supplies to be provided by Collaborator: _____

- iii. Special terms and conditions: _____

- iv. Payment terms (if applicable): _____

- v. If Section iv above requires payment by the Morgan County Health Department, the Collaborator acknowledges that Morgan County is a government entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the term of this Memorandum of Understanding the fiscal body should fail to appropriate sufficient funds to continue to provide the Program or Services under the terms and conditions above, the Memorandum of Understanding shall become null and void. In the event of a non-appropriation of funds, Morgan County Health Department will give notice to the Collaborator immediately of such a failure and shall pay a prorated amount for any and all services provided prior to the exhaustion of any appropriated funds. Morgan County Health Department agrees to seek funding to fulfill the terms of this Memorandum of Understanding.

ATTACHMENT A
MORGAN COUNTY HEALTH DEPARTMENT
MEMORANDUM OF UNDERSTANDING

Description of Program, Facility, Services, Materials, or Supplies to be provided by the Morgan County Health Department:

- Provide free STI testing to patients, and partners of patients, with known or suspected infections of gonorrhea, chlamydia, HCV and/or HIV.
- Refer all suspect and positive resulted patients and partners exclusively to Ashley Mahin, FNP-C “Nurses Direct Connect”, for telehealth appointment, prescribed treatment and referrals as needed.
- Reimburse Collaborator, Ashley Mahin, FNP-C the cost of visits for uninsured/under uninsured patients via monthly invoicing (at \$45 per patient visit).
- Provide all supplies for rapid point of care (POC) testing for HCV, HIV, syphilis, GC, MPOX and pregnancy needed for the STI program (partnered services through IDOH – IDOH will provide test kits for HIV, HCV, GC, syphilis, MPOX, shipping supplies, vacutainers, etc.).
- Provide all treatment (antibiotics) for positive/reactive syphilis, gonorrhea and chlamydia for all qualified individuals (partnered services through IDOH – IDOH 3408 will supply needed medications).
- Offer telehealth as an option for patients to increase access to care.
- Provide a private room for patient visits.
- Provide adequate accessibility for patients. Walk-in patients will be accepted Monday-Friday, as time allows.
- Maintain CLIA waiver certification.
- Review contract with Collaborator after 12 months, with possibility of extending collaboration.

Description of Program, Facility, Services, Materials, or Supplies to be provided by Collaborator, Ashley Mahin, FNP-C “Nurses Direct Connect”:

- Evaluate and treat, if necessary, all suspect/confirmed patients in STI Program per CDC guidelines.
- Educate patients on STIs and encourage follow up testing for continuity of care.
- Instruct the Morgan County Health Department’s nursing staff of treatment regimen and order medications as appropriate.
- Make necessary referrals outside of the Morgan County Health Departments abilities.
- Accept referrals from MCHD and see patients in a timely manner.
- Inform MCHD of any extended absences when referrals may need to be withheld.
- Participate in any check-in meetings with MCHD as needed/requested
- Report data to MCHD as needed/requested