



Public Health
Prevent. Promote. Protect.
Morgan County

MORGAN COUNTY HEALTH DEPARTMENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is a cooperative understanding between Guided Vision Consulting, LLC (“Collaborator”) and Morgan County Health Department made and entered into by both Parties effective 10/1/2024.

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: 10/14/2024


Signed: E.H. Stirn, LCSW

Printed Name: Elizabeth Stirn, LCSW

Title (if any): Insert text here

MORGAN COUNTY HEALTH DEPARTMENT:

Dated: 10/9/2024


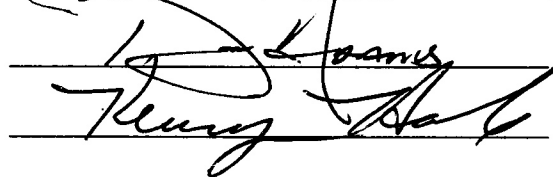
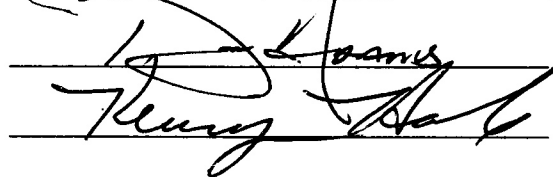
Signed: 

Printed Name: Dr. Paul Broderick

Title (if any): Health officer

MORGAN COUNTY COMMISSIONERS:

Dated: 10/7/2024

**EXHIBIT A
MORGAN COUNTY HEALTH DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

The following terms and conditions are incorporated into the Memorandum of Understanding between Guided Vision Consulting, LLC (“Collaborator”) and Morgan County Health Department.

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

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

- iii. Special terms and conditions: See Collaborator contract for more details.

- iv. Payment terms (if applicable): Collaborator will provide an average of five hours of services per week. Collaborator will invoice monthly at a rate of \$100 per hour after completion of assigned deliverables. Collaborator Contract and Health Department MOU will be reviewed and considered for renewal after 12 months.

- 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.

CONSULTING AND INDEPENDENT SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into effective as of 10/1/2024 by and between:

Service Provider:

Name: Guided Vision Consulting, LLC
Address: 11329 N. Pheasant Run Fairland IN 46126
Contact Information: 260.414.5769 stim.elizabeth@gmail.com

Client:

Name: Morgan County Health Department
Address: 180 S. Main Street Suite 252 Martinsville IN 46151
Contact Information: Tricia Runnigen, Director Email: trunningen@morgancounty.in.gov

1. Services Provided

The Service Provider agrees to provide the following services ("Services"):

- [Consultation] 1:1 Brainstorming, strategic thinking, reporting oversight, and leadership discussion.
- [Clinical Supervision] 1:1 Guidance and support for clinical practice. LCSW will help you navigate challenges, enhance your skills, and ensure high-quality care for your clients.
- [Program Development] 1:1 intensive workshop to learn key strategies and techniques for effective program design and structured implementation.
- [Mastermind] This monthly session will focus on your personal or professional big picture ideas and goals. We will create detailed plans and strategies to achieve your goals, identify problems and discuss effective solutions.

2. Compensation

In consideration for the Consultation and Services, the Client agrees to pay the Service Provider the following:

- Fee: \$100 per hour/average 5 hours per week
- Payment Schedule: [Guided Vision Consulting LLC will invoice at the end of each month after services/hours have been completed unless otherwise stated]
 - Client shall pay invoiced amounts within 30 days of invoicing
- Payment Method: [Payment Method "Bank Transfer, check or Credit Card"]
- Penalty upon untimely payment: All overdue amounts will bear interest from the date such amount became due plus interest in the amount of 8% until payment is received.
- Disputed payment: Client must submit any disputes related to Payment/Fees to the Service Provider in writing no later than 10 days after invoicing.

3. Term and Termination

- **Effective Date:** October 1, 2024
- **End Date:** End of contract and will be reviewed and renewed as agreed on by both parties.
- **Termination:** Either party may terminate this Agreement with 30 days' written notice. In the event of termination, the Client shall pay for all Services rendered up to the termination date.

4. Notice:

Notices to the respective parties to this agreement should be sent as follows:

- Service Provider:
 - Guided Vision Consulting, LLC
Attn: Elizabeth Stim
11329 N. Pheasant Run Fairland IN 46126
With copy to: stim.elizabeth@gmail.com
- Client:
 - Morgan County Health Department

Attn: Tricia Runnigen

With copy to: trunningen@morgancounty.in.gov

5. Responsibilities of the Service Provider

The Service Provider agrees to:

- Perform the Services in a professional and timely manner.
- Adhere to any deadlines specified in this Agreement.
- Maintain confidentiality of any proprietary or sensitive information.

6. Responsibilities of the Client

The Client agrees to:

- Provide the Service Provider with necessary information and access to resources needed to perform the Services as discussed in initial planning and throughout the contract.
- Make payments as specified in Section 2.
- Review and provide feedback on Services in a timely manner.

7. Confidentiality

The parties acknowledge that during Services provided, they, along with their employees/representatives may receive and/or exchange information and materials which is confidential. For the purposes of this Agreement, "Confidential information" shall include all non-public information disclosed directly or indirectly by a Party (the "Disclosing Party") to the other Party ("Receiving Party"), whether written or oral, through any means of communication or observation.

Both parties agree to maintain the confidentiality of any confidential, proprietary, or sensitive information obtained during the course of this Agreement.

8. Dispute Resolution

Any disputes arising out of or related to this Agreement shall be resolved through legal proceedings, with venue in Shelby County, Indiana.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

10. Hold Harmless

Client will hold Service Provider harmless from claims related to Services provided.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, related to the subject matter hereof.

12. Amendments

Any amendments or modifications to this Agreement must be agreed upon and made in writing and signed by both parties.

13. Signatures

EHSturn, LCSW 9/19/2024

Guided Vision Consulting, LLC
Date: 9/19/2024

Client's Name/Contracting Agency Name
Date:

END OF DOCUMENT

ATTACHMENT A
MORGAN COUNTY HEALTH DEPARTMENT
MEMORANDUM OF UNDERSTANDING

Morgan County Health Department Health First Grants Manager

Time commitment: average of five hours per week, invoicing monthly

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

- Provide Collaborator with necessary information and access to resources needed to perform the below services.
- Make timely payments to Collaborator.
- Review and provide timely feedback on deliverables.

Description of Program, Facility, Services, Materials, or Supplies to be provided by Collaborator:

- Attend monthly check-ins with LHD staff
- Create and maintain applicant and grantee contact list and awardee information
 - Org name
 - Contact name
 - Phone
 - Email
 - Ask amount
 - Awarded amount
 - MOU signed – dates for all of process
 - Data reported
 - Invoices being invoiced
 - Etc.
- Scoring
 - Attend in-person scoring meetings once per quarter
 - Join scoring team: review applications, score based on scoring rubric
 - Create scoring rubrics for each applicant and send to scoring team, make sure it's in Teams, filled out and updated
 - Ensure consent forms are signed for each scorer for each applicant
 - Send scoring team questions to applicants
 - Collect answers from applicants and send to scoring team for review
 - Craft awardee emails as needed
- Data
 - Notify grantees and/or applicants of the data required to report to LHD

- Assist grantees with applicable data collection
- Ensure data is submitted to LHD at least once per quarter
- Clean data so it is ready to be submitted on state site (Access)
- Grantee Check-ins
 - Oversee/participate in check-ins with grantees
 - Quarterly data
 - Check ins/site visits twice a year
 - Write summary reports on grantee happenings
- Other
 - Work with Marketing Manager to create content/posts/success stories regarding HFI grantees and/or other HFI happenings
 - Draft MOUs for selected applicants
 - Prepare documents needed for Commissioner meetings