

**Agreement between the Montgomery County Free Clinic and the
Montgomery County Department of Health Regarding Support of Women's Health Clinic**

This Agreement is between the Montgomery County Free Clinic ("MCFC") and the Montgomery County Health Department ("MCHD").

Background and Purpose

- The Montgomery County Health Department and Montgomery County Free Clinic have a shared mission to improve the health of underserved residents of Montgomery County.
- Montgomery County Free Clinic provides primary care services to uninsured residents.
- The Montgomery County Health Department may use Health First Indiana funds to help support community partners working to address public health gaps and opportunities for improvement.
- Montgomery County has limited access to contraceptive and prenatal care.
- Montgomery County has a high teen birth rate of 18.3 compared to the state average of 16.9.
- Montgomery County has a high rate of smoking. 20% of adults smoke compared to Indiana at 18% and the United States at 15%.
- The smoking rate during pregnancy for Montgomery County is 15.7% compared to Indiana's average of 6.6% placing Montgomery County at 68th of the 92 Indiana counties. This may contribute in part to 12.9% of births being preterm and 9.8 % of births being low birth weight; both measures above state averages.
- Montgomery County has a high rate of obesity, 48.7%, which ranks us 83rd among Indiana counties.
- Montgomery County has limited access for uninsured women to receive recommended health screenings, including STI screening.
- The purpose of this Agreement is to establish a partnership and understanding between the Montgomery County Free Clinic and the Montgomery County Department of Health for the provision of a Women's Health Clinic to improve access to care for underserved women, including improved access to contraception, immunization, smoking cessation, nutrition and diet education, STI screens and other health-related screening.

The parties now, therefore, acknowledge their understanding of the following terms and conditions:

1. **Term; Cancellation.** The term of this Agreement shall be one year from the date of execution. This Agreement may be terminated with or without cause by either party giving the other party 10 days prior written notice of termination. MCHD will pay MCFC for all one-half days up to termination.
2. **Hours and Dates.** MCFC will establish a weekly one-half day Women's Health Clinic at a mutually agreed upon recurrent day and time at 816 Mill Street, Crawfordsville, Indiana, 47933.

3. **Duties.** MCFC will be responsible for scheduling and providing women's primary care services. MCHD will provide a nurse to assist the clinic with the following:
 - a. Rooming;
 - b. Provision and administration of immunizations;
 - c. Performance of rapid point-of-care screening for HIV Hepatitis C, and Syphilis for eligible patients;
 - d. Submission for GC and Chlamydia screening specimens to the Indiana Department of Health for eligible patients;
 - e. Provision of smoking cessation information and counseling;
 - f. Provision for diet and nutrition information and counseling.

4. **Personnel.** MCFC will provide a licensed provider (physician, physician assistant, or nurse practitioner). MCHD will provide a licensed registered nurse or certified medical assistant. Parties agree MCFC's licensed provider is not an employee of MCHD and has no right to any benefit or claim as an employee of MCHD. And likewise, that MCHD's licensed provider is not an employee of MCFC, but will work under the supervision of MCFC's licensed provider.

5. **Financial Support.** MCHD will grant MCFC \$525.00 for each one-half day clinic up to a maximum of \$25,000.00 for 2025. MCFC will provide an invoice statement quarterly to MCHD, which will be paid by MCHD within a reasonable time, subject to appropriated funding.

6. **Indemnification.** MCFC promises to indemnify and defend MCHD for any loss, injury, or damage resulting from MCFC's provision of services, including MCHD's reasonable attorney's fees.

7. **Breach:** In any dispute regarding the terms of this Agreement, the non-prevailing party will pay the prevailing party's costs and reasonable attorney's fees.

8. **Notices:** Any notice to be given in writing shall be deemed given or made when delivered by hand or by regular U.S. mail as follows:

To MCHD: Adrienne Northcutt 1580 Constitution Row, Suite G Crawfordsville, IN 47933	To MCFC: _____ 816 Mill Street Crawfordsville, IN 47933
--	--

9. **Choice of Law.** This Agreement is construed under the laws of the State of Indiana.

Entered into and effective as of the date of the last party to execute this Agreement.

Montgomery County Health Department

Montgomery County Free Clinic





Date: 2/28/25

Date: 2/24/2025

Approved this 24 day of March, 2025.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS



Dan Guard, President




Jim Fulwider, Vice President



Jake Bohlander, Member

ATTEST:



Mindy Byers, Auditor