

CONSULTING AGREEMENT

This Consulting Agreement (hereinafter referred to as "Agreement"), entered into by and between **The Board of Commissioners of Tippecanoe County** (hereinafter referred to as "County") and **Susan Kersey, Psychiatric Mental Health Nurse Practitioner** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County desires to contract for the provision of consulting services related to identifying mental health needs of the Tippecanoe County Health Department staff, particularly those related to working in public health during a pandemic, as more fully set forth herein and Contractor is willing and able to provide such services and as more fully set forth in Contractor's Proposal, attached hereto and made a part hereof as Exhibit A.

SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Contractor, and shall include these Terms and Conditions, Exhibit A, described herein and attached hereto, and any written supplemental agreement or modification entered into between County and Contractor, in writing, after the date of this Agreement. Any provisions in the attached Exhibit A which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both County and Contractor.

SECTION II. DUTIES OF CONTRACTOR

2.01 Contractor shall provide the services described in Exhibit A.

SECTION III. TERM

3.01 This Agreement shall commence upon full execution of the parties, and shall terminate upon delivery and acceptance of the deliverables described in Exhibit A and payment therefore.

SECTION IV. COMPENSATION

4.01 Contractor shall be compensated under the Agreement as set forth on Exhibit A, attached hereto and incorporated herein, at the rate of two hundred fifty dollars (\$250 per hour) in an amount not to exceed ten thousand dollars (\$10,000) in a calendar year. In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the

provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor. In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

4.02 Contractor shall submit a properly itemized invoice for services performed and/or material provided and shall cooperate with and provide any other necessary information to County. County shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

4.03 Contractor may agree with County Employees to provide services to such employees beyond the duties set forth in Section 2.01 and Exhibit A. Insurance coverage may be available for such services and should be coordinated through the County's Human Resources Department. However, obligation for payment and services shall otherwise be between employee and Contractor as a private agreement between those parties.

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the County in any way.

5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.03 Termination.

5.03.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt

requested) of County's intent to terminate, and (2) an opportunity for consultation with County prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by County to be incurred by reason of Contractor's default.

5.03.2 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by County are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then County shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. County agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.03.3 Termination for Convenience. Either party may terminate this agreement for convenience with thirty (30) days prior written notice. Upon receipt of a properly itemized invoice, County shall pay for all services provided prior to the date of termination.

5.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

<p>To Contractor: Susan Kersey _____ _____</p>	<p>To County: Tippecanoe County Health Department Attn: Amy Erwin 1950 S. 18th Street Lafayette, IN 47905</p>
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5.05 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, age, sexual orientation, gender identity, disability, marital status, familial status, national origin, ancestry, or status as a veteran. Breach of this section shall be regarded as a material breach of this Agreement.

5.06 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.

5.07 Applicable Laws; Forum. This Agreement shall be construed in accordance with the laws of the State of Indiana. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

5.08 Waiver. The County's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the County's rights or remedies.

5.09 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.10 Successors and Assigns. County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of County.

5.11 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor designated above, has filed proof of such authority with County and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by the County.

5.12 E-Verify Employment Eligibility Verification. In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor hereby certifies that Contractor does not knowingly employ or contract with an unauthorized alien, nor will Contractor retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

5.13 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) If Contractor has employees: Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Contractor provides

County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5):

- | | |
|--|-------------------------|
| a. Worker's Compensation & Disability | Statutory |
| b. Employer's Liability Bodily Injury Accident | \$100,000 each |
| accident | |
| Bodily Injury by Disease | \$ 500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each |
| | employee |
| 2) Professional Liability | \$500,000 each |
| | occurrence |

With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.14 Contractor understands that confidential information may be provided to it or obtained from County during the performance of its services that Contractor may not, without prior written consent of the County, disclose such confidential information to a person not in the County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the County that is required to be kept confidential by County pursuant to Indiana law. Contractor has executed a Workforce Confidentiality Agreement in favor of the Tippecanoe County Health Department and will abide by its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

SUSAN KERSEY

Date: _____

BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA

By: _____
David S. Byers

Date:

By: _____
Tracy S. Brown

Date:

By: _____
Thomas P. Murtaugh

Date:

Attest _____
Robert Plantenga, Auditor

EXHIBIT A

Tippecanoe County Health Department Mental Health Proposal

Common psychological reactions toward the COVID-19 pandemic include:

- Feelings of fear, anger, sadness, worry, numbness, or frustration
- Changes in appetite, energy, and activity levels
- Difficulty concentrating and making decisions
- Physical reactions, such as headaches, body pains, stomach problems, and skin rashes
- Worsening of chronic health problems
- Increased use of alcohol, tobacco, marijuana, or other drugs

The prevalence of Post-Traumatic Stress Disorder has been found to be 10 to 20% higher for public health workers than for frontline health workers and the general public. A recent federal survey of public health workers found that more than half reported having symptoms of mental health conditions as a result of their work on the pandemic (Ollove, 2021).

Objectives

1. Complete a needs assessment in the form of an online survey to identify, prioritize and understand the mental health needs of the Tippecanoe County Health Department (TCHD) staff.
 - a. Understand the psychological effects of the COVID-19 pandemic on the staff of the Tippecanoe County Health Department
 - b. Determine appropriate interventions to reduce the psychological impact of the COVID-19 pandemic among the TCHD staff.
2. Develop a detailed plan and time-line in partnership with Dr. Greg Loomis to address the priority identified mental health needs that can include individual and group therapy.
 - a. Psychiatric evaluation or evaluation for psychiatric services such as medication or ongoing psychotherapy
 - b. Supportive psychotherapy using empathetic listening

- c. Process group- Gathering with others in a group therapy setting that allows members to share their struggles and concerns. The time is unstructured and members bring any issues to the group that they feel are important. Members support, encourage and provide feedback in a safe and confidential environment led by the consultant.
 - d. Psychoeducational group- Focus is on providing education through information-sharing and the development of healthy coping mechanisms. The topic of this group can be determined by the participants and is led by the consultant.
3. Develop a detailed follow up plan after the completion of services that contains a summary of services and findings along with recommendations for future workplace interventions.

Consultant

Susan Kersey is a Psychiatric Mental Health Nurse Practitioner (PMHNP) and PMHNP program director at Purdue University School of Nursing. Susan provides psychiatric care in a private practice in Lafayette, Indiana to adults, teens and children. She brings more than 30 years of experience working in psychiatry including inpatient psychiatric nursing and practicing as an Advanced Practice Psychiatric Nurse in multiple outpatient settings. Her education is as follows:

DNP - Indiana University

PMHNP Post Master's Certificate - Indiana Wesleyan University

MSN-PMHCNS - Indiana University

BSN - Indiana University

BS Social Work - University of Indianapolis

Cost

The hourly fee for the provision of services is 250 dollars/hour.

References

Ollove, M. (August, 2021). The Pew Charitable Trusts. *The pandemic has devastated the mental health of public health workers*.
<https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2021/08/05/the-pandemic-has-devastated-the-mental-health-of-public-health-workers>