

**Memorandum of Understanding
Between
TWENTIETH CIRCUIT ADULT DRUG TREATMENT COURT
And
Pine Belt Mental Healthcare Resources-Clearview Recovery Center and
Crossroads Recovery Center**

This Memorandum of Understanding is entered into the ____ day of _____, 2021, by and between **Twentieth Circuit Adult Drug Treatment Court**, hereinafter known as 20th ADTC, principally located at 128 N. West Street, Canton, MS 39046, and **Pine Belt Mental Healthcare Resources-Clearview Recovery Center** (hereinafter referred to as “Clearview”, located at 3 Clearview Dr., Moselle, MS 39459) and **Crossroads Recovery Center** (hereinafter referred to as “Crossroads”, located at 15094 County Barn Rd, Gulfport, MS 39503).

Purpose:

The purpose of the Memorandum of Understanding between 20th ADTC and Clearview/Crossroads is to develop an agreement between both agencies regarding the provision of Mental Health (MH) and Substance Use Disorder (SUD) Treatment services.

Responsibilities:

Clearview/Crossroads agrees to:

1. Provide a designated point of contact to coordinate referrals from 20th ADTC.
2. Based on availability and program capacity:
 - a. Provide MH / SUD screenings and treatment when appropriate for individuals referred by 20th ADTC.
 - b. Provide MH / SUD services for individuals referred by 20th ADTC.
3. Disclose fees for treatment to 20th ADTC prior to treatment being initiated and invoice the 20th ADTC for all services provided when treatment is initiated.
4. Provide invoices for all services rendered for 20th ADTC participants within thirty (30) days of the participants completion of or termination from Clearview/Crossroads Treatment.
5. Provide certification of program completion to the individual upon successfully completing treatment and receipt of payment for services from 20th ADTC.

Twentieth Circuit Adult Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Clearview/Crossroads.

2. Refer individuals for assessment, MH / SUD services.
3. Be financially responsible for the cost of MH / SUD services provided by Clearview/Crossroads to individuals that do not qualify for other forms of payment including insurance, Medicaid, or the ability to pay self-pay costs, are referred by 20th ADTC based on the agreed upon cost of \$6,500 per 30 days of residential treatment, and have been pre-approved by the 20th ADTC prior to the participant receiving services. Invoices shall be payable to Clearview/Crossroads when treatment is terminated and an invoice is provided from Clearview/Crossroads.
4. Provide Clearview/Crossroads with copies of relative legal documents including, but not limited to, Court orders for SUD treatment at Clearview/Crossroads.

Duration of Agreement:

This Memorandum of Understanding shall be valid until September 23, 2022, and will automatically renew for subsequent one (1) year terms, until Dec 30, 2023, unless terminated by either party as noted below. During the term of this agreement, both parties agree that continuation of this MOU is based on the availability of funds. 20th ADTC agrees to be financially responsible for the payment of all services provided by Clearview/Crossroads to individuals referred by 20th ADTC prior to the effective termination date of the agreement.

Nondiscrimination Assurances:

Clearview/Crossroads does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services. Twentieth Circuit Adult Drug Treatment Court does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

Amendment Notices:

This Memorandum of Understanding may be amended with written agreement by both parties, and signed by the Authorized Representative of each party. The budgetary amount allotted to Clearview/Crossroads for treatment services may be adjusted as necessary through written agreement between both parties.

Termination Notices:

This MOU may be terminated by either party, with or without cause, upon delivery of written notice thereof by the terminating party to the other party not less than thirty (30) days prior to the effective date of termination.

For the purposes of this MOU, “cause” shall be defined as, in the reasonable discretion of the terminating party, the failure by the other party to substantially comply with a material term of this MOU or the breach by the non-terminating party of a material term of this MOU. Notices of termination and any other notice to be provided under this agreement shall be addressed to the parties as indicated below:

If to Twentieth Circuit Adult Drug Treatment Court:

Madison County Board of Supervisors

If to Pine Belt Mental Healthcare Resources-Clearview Recovery Center and Crossroads Recovery Center:

Mona Gauthier
103 S 19th Ave.
Hattiesburg, MS 39401

This MOU contains the entire agreement between the parties and supersedes any previous understandings, commitments, or arrangements (oral or written) with respect to this MOU. The individuals below hereby attest to and certify by means of their signatures their authority as representatives of the herein-named institutions for purposes of this MOU.

Twentieth Circuit Adult Drug Treatment Court

Madison County Board of Supervisors
President

Date

Pine Belt Mental Healthcare Resources-Clearview Recovery Center and Crossroads Recovery Center

Mona Gauthier
Executive Director
Pine Belt Mental Healthcare Resources-
Clearview Recovery Center and
Crossroads Recovery Center

Date

