

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered on [August 1, 2022](#), (“Effective Date”) between Health Connect America, Inc. (“HCA”) and Madison County Juvenile Drug Treatment Court (“MCJDTC”).

Purpose:

The purpose of the Memorandum of Understanding between MCJDTC and Health Connect America is to develop an agreement between both agencies regarding the provisions of Mental Health (MH) and Substance Use Treatment (“SUT”) services. Accordingly, the parties agree as set forth in this Agreement.

1. *The Services:*

- a. HCA will provide a point of contact to coordinate referrals from MCJDTC.
- b. Based on availability and program capacity the HCA will provide MH/SUT screenings and treatment when appropriate for participants referred by MCJDTC.
- c. Services are conducted at MCJDTC’s principal location and/or at such other locations in Madison County as agreed upon by the parties.

2. *Payment for Services.*

- a. *MCJDTC refers youth to Health Connect America for services. First, HCA will bill to primary insurance or Medicaid. After billing, HCA will notify MCJDTC of participant’s balance within 30 days of discovery of balance, if any. MCJDTC (through Madison County, Mississippi) will make said payments within 45 days of receiving balance.*
- b. *HCA shall stay in contact with MCJDTC point of contact regarding each individuals spending if MCJDTC shall be providing any payment.*
- c. *Fees to be paid in accordance with Schedule A.*

3. *Authorizations.* MCJDTC referral is made either by phone or email.

4. *Licensure.* County represents and warrants as follows:

- a. It has all required federal, state, and local licenses (i) to operate the County and (ii) authorizing Company to provide the Services on behalf of County;
- b. It has and will during the term of this Agreement continue to meet all federal, state, and local licensing requirements;
- c. It has not received a notice of revocation or notice of the pendency of revocation, conditional or otherwise, of any license from any government authority;

- d. It will promptly notify Company in the event of any threatened or actual limitation, suspension, or revocation of any license to operate or provide service in the ordinary course of its business; and,
 - e. All health and safety expectations, cleaning, maintenance, and other costs shall be managed by the County.
5. *Relationship of the Parties.* Nothing herein shall be construed to create the relationship of general or limited partner or joint venture between the parties. Neither party shall hold itself out or represent itself to be the partner, joint venture, employer, or employee of the other. No party shall have the authority, or represent itself as having the authority, to bind the other with respect to any debt, liability, or obligation. In addition, HC and MCJDTC do not intend to create an employer-employee relationship. County and HCA shall coordinate to determine the times at which HCA performs the Services. Each party shall be solely responsible for payments of its workers, employees, and subcontractors, and shall pay its own taxes.
6. *Records.* Upon referral, the MCJDTC will notify HCA of payment responsibility. In the event the responsibility is on the MCJDTC, an invoice shall be sent to MCJDTC official within 30 days of the following month for MCJDTC payment. The rate is agreed at referral. HCA and MCJDTC shall maintain the confidentiality of all such records in accordance with applicable law (including without limitation the Health Insurance Portability and Accountability Act of 1996 as amended from time to time).
7. *Confidentiality.* Records maintained by HCA and MCJDTC as part of rendering the services shall remain confidential and will not be shared with anyone.
8. *Term.* This Agreement shall cover the period of August 1, 2022 through [December 31, 2023](#). unless terminated in writing for any reason by either party giving thirty-days written notice.
9. *Abuse.* MCJDTC and HCA acknowledges that each is legally bound to report suspected or known abuse or neglect to the appropriate government authorities. Company will provide County with a copy of any report of suspected or known abuse or neglect made to any government body.
10. *Communication.* The parties will communicate regularly and have such meetings as may be necessary for HCA to effectively render the Services.

HCA employees will be responsible for informing MCJDTC as to their counseling schedule with participants that are referred to HCA. HCA

employees and the designated MCJDTC contact person will work on a weekly basis to make sure communication is clear, any situations/issues are handled, and referrals are responded to in a timely manner.

11. *Coordination of Care.* The parties will work collaboratively to ensure that the client's needs and preferences for services and information sharing across people, functioning, and sites are met throughout the duration of this agreement. The parties will also work collaboratively to address potential gaps in meeting the client's interrelated medical, social, developmental, behavioral, educational, informal support system, and financial needs in order to achieve optimal health and wellness outcomes, according to the client's preferences.

12. *Miscellaneous.* This Agreement shall inure to the benefit of each party, its successors and assigns, and shall be binding on each party and its successors and assigns. Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment made without such written consent shall be void. If either party files suit with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recoup from the other its costs, including without limitation its reasonable attorneys' fees, in bringing or defending such proceedings. Each party acknowledges the receipt and sufficiency of the consideration set forth in this Agreement. In no event shall either party be liable to the other for any incidental, indirect, special, consequential, or punitive damages, regardless of the nature of the claim or liabilities to third parties arising from any source, even if the party to this Agreement has been advised of the possibility of damages. This Agreement shall be construed pursuant to the laws of Mississippi without regard to that jurisdiction's choice of law provisions. Any lawsuit brought to interpret or enforce the provisions hereof shall be filed in the federal or state courts with jurisdiction over (and where appropriate venue lies in) Mississippi . Each party waives any defense of lack of personal jurisdiction, improper venue, or *forum non conveniens*. This Agreement represents the entire understanding by and between the parties, and supersedes any other representations, promises, or statements not wholly consistent herewith. This Agreement may only be modified by a writing signed by both parties. Neither party shall be liable to the other if the performance of any obligation hereunder is rendered impossible by any circumstance beyond its control and not created by its own act or omission, including flood, fire, and other natural disasters, war, riot or social unrest, work stoppage, act of terrorism, and Acts of God. Each party shall resume performance pursuant to the provisions of this Agreement upon the abatement of the *force majeure*. Each party hereby represents and warrants that (i) it has the legal right and authority to enter into and perform

the obligations set forth in this Agreement, (ii) execution and performance of this Agreement will not violate any valid court order or applicable law or legal provision or constitute a breach of any contract or other obligation of such party, (iii) there is no other reason, currently existing or anticipated, that would render it unable to fully perform its obligations hereunder, and (iv) that this Agreement, upon execution and delivery, shall constitute a valid and binding obligation of each party and will be enforceable against such party pursuant to its terms. The provisions of this Agreement are severable. Should any part or portion hereof be deemed void or unenforceable by a court of competent jurisdiction, the remaining parts and portion shall remain in full force and effect. Failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provisions or of the right of a party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

AGREED TO, UNDERSTOOD, and ACKNOWLEDGED:

Signature of Representative of Company / Date

Signature of Representative of County / Date

Schedule A

This Agreement covers arrangements for mental health services and IOP for Madison County Mississippi Juvenile Drug Treatment Court and HCA

Mental Health Services

\$50 for initial assessment and comprehensive with ASAM

\$30.00 Educational and support group – 90 minutes/week for 10 weeks+300

\$75.00 Psychiatric Diagnostic Evaluation

\$55.00 Medication Followup

\$1,200 for Adolescent Intensive Outpatient Program for 10 weeks at 6 hours group per week and 1 hour individual therapy per week and a minimum of 2 family sessions. Meets 3 days per week.

\$10.00 per week for 8 weeks- Anger Management Group

\$10.00 per week for 12 weeks-Parenting or Trauma Group.

\$41.00 for 1 hour individual therapy per week with Master's level therapist

Principles of recovery-oriented, co-occurring enhanced care that we agree to adhere to in the delivery of concurrent services:

HCA and MCJDTC personnel are responsible for maintaining student confidentiality as guided by HIPAA (the Health Insurance Portability and Accountability Act) and FERPA (the Family Educational Rights and Privacy Act).

When a student is referred by the Court, an appointment is made by Health Connect America with a Master's level therapist. The therapist will obtain a written release of information giving both agencies authorization to correspond in reference to the referred individual. Upon completion of the first contact, a letter is sent to the Court reflecting assessment and recommendation for treatment services to be provided. All individuals are offered Psychiatric Diagnostic Services within 14 days of initial assessment. HCA staff must follow crisis protocol as set forth by state regulations. If HCA is unable to provide mental health services that fit the needs of the client, HCA staff will attempt to connect the individual and family with appropriate mental health services and may refer to other levels of care based on medical necessity. HCA plans to provide additional services to students and families on an "as-needed basis" to all students that exhibit a medical necessity for higher level of care. Utilizing agreements with Medicaid MCOs, Ambetter, CHIPS, and Blue Cross Blue Shield, the Company will be able to provide intensive in-home/schools services, case management, medication management,

and/or intensive outpatient services. These services require the individual to demonstrate a

significant time-limited, weakening of his or her support system and ability to function independently or within the current support system. For individuals needing psychiatric services or a higher level of care, guardians will be contacted, and appropriate referrals made within and outside of HCA based on the individual's needs.

Payers for Mental Health Services

HCA will utilize client's insurance to cover the cost of mental health services. The primary payer sources are Magnolia CANS, Molina, United Health Care, Ambetter, CHIPS, and Blue Cross Blue Shield. In the event the individual has no source of payor and is referred by the MCJDTC, and invoice is sent within 30 days of the month reflecting prior month service for payment. HCA contracts with the three statewide managed care organizations. Company is in good standing for all three MCOs. Additional insurances will be utilized based on in-network options with Company. If insurance is not available, the individual has no source of payor and is referred by the Madison County Youth Drug Treatment Court, an invoice will be sent within 30 days after services reflecting prior month service for payment.

Schedule B

This Agreement covers arrangements for mental health services and IOP for Madison County Mississippi Juvenile Drug Treatment Court and HCA.

MCJDTC has the following caps on treatment:

- a. Outpatient- \$1,000 per participant up to 37 participants; and
- b. Family counseling - \$3,000 per family up to 12 families.