

SERVICES AGREEMENT

Health Connect America and Madison FDTC Family Drug Court

This Services Agreement (“Agreement”) is entered on **March 20, 2023** between Health Connect America, Inc. (“HCA”) and Madison FDTC Family Drug Court Mississippi (“FDTC”).

HCA coordinates with FDTC to conduct the following services. Accordingly, the parties agree as set forth in this Agreement.

1. *The Services.*

- a. HCA will render services to the FDTC upon referral.
- b. Based on program capacity the HCA will provide MH/SUT screenings and treatment when appropriate for participants referred by FDTC.
- c. A copy of the intake assessment is given to the FDTC upon completion and the HCA will receive a copy of the PACT assessment.
- d. Services are conducted at FDTC’s principal location or HCA location, and at such other locations in FDTC as agreed upon by the parties.

2. *Payment for Services.*

- a. *HCA refers youth to Health Connect America for services. HCA will bill to primary insurance for BCBS or Medicaid. Upon referral, FDTC will notify HCA of payment responsibility is FDTC or responsibility of person referred.*
- b. *After billing, HCA will notify FDTC of participant’s balance, if any, within 45 days of discovery of balance. FDTC will make said payments within 45 days of receiving the balance.*
- c. *Fees to be paid in accordance with Schedule A.*

3. *Authorizations.* FDTC referral is made either by phone, fax, email, or face to face.

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

- a. It has all required federal, state, and local licenses (i) to operate the FDTC and (ii) authorizing HCA to provide the Services on behalf of FDTC;
- 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 HCA 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 FDTC.
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, HCA and FDTC do not intend to create an employer-employee relationship. FDTC 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. *Space.* FDTC shall provide a space within its premises of adequate size and sufficiently private at which HCA can have services conducted.
7. *Records.* Upon referral, the FDTC will notify HCA of payment responsibility. In the event the responsibility is on the FDTC, an invoice is sent to FDTC official by the 5th of the following month for FDTC payment. The rate is agreed at referral. HCA and FDTC 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).
8. *Confidentiality.* Records maintained by HCA and FDTC as part of rendering the services shall remain confidential and will not be shared with anyone.
9. *Term.* This Agreement shall cover the period of December 1, 2022 through **December 31, 2023**, unless terminated in writing for any reason by either party giving thirty-days written notice.
10. *Equipment and Supplies.* Unless otherwise set forth in this Agreement, FDTC (or its vendors) will provide the tools and equipment necessary to perform the Services.
11. *Abuse.* FDTC and HCA acknowledges that each is legally bound to report suspected or known abuse or neglect to the appropriate government authorities. HCA will provide FDTC with a copy of any report of suspected or known abuse or neglect made to any government body.

12. *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 FDTC as to their work schedule. HCA employees and the designated FDTC 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.

13. *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.

14. *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 HCA / Date

Signature of Representative of FDTC / Date

Schedule A

This Agreement covers arrangements for mental health services and substance use disorder treatment

\$100.00 for initial assessment with ASAM

\$ 25.00 per hour for Therapeutic Day Treatment Group, not to exceed 5 hours

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

\$75.00 Psychiatric Diagnostic Evaluation

\$55.00 Medication Follow-up

\$75.00 Individual Therapy for 1 hour

\$75.00.00 family therapy for 1 hour

\$50.00 Community Support Services

\$25.00 per week Parenting Group for 12 weeks

\$25.00 per week for Anger Management Group for 8 weeks

\$25.00 per week for Trauma Group

\$1,000.00 for Adult Intensive Outpatient Program for 10 weeks at 9 hours group per week and 1 hour individual therapy per week and a minimum of 2 family sessions. Meets 3 days per week.

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

Upon referral, HCA agrees to complete a universal assessment along with a full ASAM as required by DMH. HCA will refer clients according to their level of need as outlined in ASAM. Services offered are mentioned above. Any clients that present with symptoms of instability beyond Health Connect America's ability to treat in an IOP setting will be communicated with Drug Court and assistance with placement if offered. Other services are provided based on need such as community support services and med management by a Psychiatric Nurse Practitioner. As part of our new state requirements, a full ASAM will be completed every 30 days to ensure level of need while enrolled in IOP and every 90 days for outpatient services or any other outpatient services. If allowed, HCA would like to have staff representation present at drug court weekly to ensure referrals do not fall between the cracks.

IOP is an intensive program that serves as a stepdown/deterrent for residential treatment. The focus of this program is gaining insight and self awareness into addiction and impact it has on self and others. This program targets the user and the seller of illegal substances. The program covers the first 3 steps of recovery through the development of an individualized treatment plan. A relapse prevention plan is developed during this program and continues through the stepdown phase of Aftercare. Our IOP Therapists are certified in MRT (Morale Recognition Therapy) and Thinking for a Change. Other curriculums used is Seeking Safety and Healthy

Relationships. These interventions are all evidenced based and MRT and Thinking for a change are the favored curriculums by MDOC. Our Peer Support Specialist are Peers in Recovery who serve as mentors and ongoing support for relapse prevention and offers basic social skills for living a sober life. During IOP, the individual will attend 9 hours of group by Master's Level Therapist and Certified Peer Support Specialist, 1 hour of individual therapy per week, and we strive on integrating family therapy as a key component in the recovery process.

Role and Responsibilities are defined as follows:

Health Connect America is in the business of providing co-occurring treatment to clients suffering from mental health and/or substance abuse issues. Health Connect America agrees to immediately notify **Family Drug Family Court** or any necessary medical emergency service provider should any client present with a medical emergency or the need for inpatient treatment , Drug Court and HCA agrees to respond appropriately according to their policies and procedures regarding any medically appropriate referral to their system of care.

Referral protocol: Upon determination of medical necessity Health Connect America will contact **Family Drug Court** with pertinent information to proceed with care in the best interest of the client.

Health Connect America will provide progress notes to Drug Court on a weekly basis via fax, email, or delivered in hand.

Attendance Treatment Services

Health Connect America will provide the following services: Co-occurring treatments for the clients suffering with mental health and/or substance abuse issues.

HCA will communicate absences from IOP or missed appointments for individuals referred to HCA for treatment.

Aftercare services are offered as a stepdown service which is a meeting 1 hour per week with a Certified Peer Support Specialist whose focus on relapse prevention and basis living skills. There is no charge for Aftercare Services.

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 Madison FDTC Youth Drug Court, and invoice is sent by the 10th of the month reflecting prior month service for payment. Health Connect America contracts with the three statewide managed care organizations. HCA is in good standing for all three MCOs. Additional insurances will be utilized based on in-network options with HCA. If insurance is not available , the individual has no source of payor and is referred by the Madison FDTC Youth Drug Court, and payment by court

has been agreed upon, an invoice is sent by the 10th of the month reflecting prior month service for payment.

Therapeutic Foster Care Services

HCA is also licensed as a Therapeutic Foster Care Agency and agrees to have a representative from HCA present in court for kinship placements to expedite licensing as well as placement into therapeutic foster care.