

CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE
PSYCHOLOGICAL SERVICES
MADE BY AND BETWEEN MADISON COUNTY
AND ESSENTIAL TOUCHSTONES PSYCHOLOGICAL SERVICES, LLC

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES.

The parties to this contract are Madison County, MS hereinafter referred to as "Madison County" (encompassing Madison County Juvenile Drug Treatment Court, Madison County Family Drug Treatment Court and 20th Circuit Judicial Drug Treatment Court) and Essential Touchstones Psychological Services, LLC, hereinafter referred to as "Essential Touchstones, LLC."

2.0 SCOPE OF WORK.

All services listed in this statement are to be performed by Essential Touchstones, LLC unless otherwise noted.

2.1. Goal.

To allow the Madison County to obtain behavioral health services for participants served by the Madison County Drug or Mental Health Court programs to enable individuals enrolled in these program to access behavioral health services, fostering mental health improvement and alleviating or eliminating symptoms.

2.2. Services.

ESSENTIAL TOUCHSTONES, LLC shall:

- A. When a psychological evaluation is requested, Essential Touchstones shall assess individuals using standardized, evidence-based psychological evaluation instruments such as the Minnesota Multiphasic Personality Inventory-2 (MMPI-2-RF or MMPI-A-RF), Millon Adolescent Clinical Inventory, Second Edition (MACI-II), Millon Clinical Multiaxial Inventory (MCMI), Beck Anxiety Inventory, Beck Depression Inventory, PTSD Checklist 5 (PCL-5) and others.
- B. Should the resulting scores indicate that follow-up in person psychological evaluations are necessary, Essential Touchstones, LLC shall administer these evaluations as necessary and approved by Madison County.
- C. Essential Touchstones, LLC will provide written notification to Madison County Administrator, or other staff member as directed by the Administrator.
- D. Essential Touchstones, LLC will provide recommendations, treatment planning and services as needed for therapeutic services for participants when need is indicated as a result of the psychological evaluation or as requested by personnel of the Madison County and approved by the Administrator.
- E. Provide therapeutic services according to the results of the assessment and identified within the treatment plan.

F. Provide psychiatric evaluation and medication management services as needed for treatment plan.

3.0 PERIOD OF PERFORMANCE.

The period of performance of this contract shall begin on **January 15, 2023**, and shall end no later than Close of Business **January 30, 2025**.

4.0 CONSIDERATION AND PAYMENT.

4.1. As consideration for performance of the contract by Essential Touchstones, LLC, the rates are included as Addendum "A" and serves as the rate table for this contract, which is incorporated herein by reference.

4.2. Invoicing.

Essential Touchstones, LLC shall invoice Madison County monthly.

5.0 TERMS AND CONDITIONS REQUIRED FOR CONTRACTS WITH THE STATE OF MISSISSIPPI.

This contract is subject to and incorporates the following terms and conditions governing a contract between Madison County and the Contractor for professional services:

5.1. Applicable Law.

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state, and local laws and regulations.

5.2. Representation Regarding Contingent Fees.

The contractor represents that it has not retained a person to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

5.3. Trade Secrets, Commercial and Financial Information.

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

5.4. Compliance with Laws.

Contractor understands that Madison County is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

5.9 Transparency.

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated 25-61-1 et seq. and Mississippi Code Annotated 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated 27-104-151 et seq.

5.11 Termination for Convenience.

(A) Termination

The Agency head or designee may, when the interests of Madison County so require, terminate this contract in whole or in part, for the convenience of the agency. The Agency head or designee shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

B) Contractor's Obligations.

The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency head or designee may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to Madison County. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

5.13. Termination for Default Clause.

(A) Default.

If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the administrator may notify the contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the administrator such administrator may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the purchasing chief may procure similar supplies or services in a manner and upon terms deemed appropriate by the purchasing chief. The contractor shall continue performance of

the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(B) Contractor's Duties.

Notwithstanding termination of the contract and subject to any directions from the Administrator of the Madison County, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which Madison County has an interest.

5.14. Compensation.

Payment for completed services delivered and accepted by Madison County shall be at the contract price. Madison County may withhold from amounts due the contractor such sums as the Administrator deems to be necessary to protect the organization against loss because of outstanding liens or claims of former lien holders and to reimburse Madison County for the excess costs incurred in procuring similar goods and services.

(C) Excuse for Nonperformance or Delayed Performance.

Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the administrator within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the administrator shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(D) Erroneous Termination for Default.

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under

the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of Madison County, be the same as if the notice of termination had been issued pursuant to such clause.

(E) Additional Rights and Remedies.

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

5.14. Termination Upon Bankruptcy,

This contract may be terminated in whole or in part by Madison County upon written notice to the contractor, if the contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the contractor of an assignment for the benefit of its creditors. In the event of such termination, the contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

GENERAL TERMS AND CONDITIONS.

This contract is subject to and incorporates the following terms and conditions governing a contract between Madison County and Essential Touchstones, LLC for professional services:

6.1. Anti-Assignment/Subcontracting.

The contractor acknowledges that it was selected by the Madison County to perform the services required hereunder based, in part, upon the contractor's special skills and expertise. The contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of Madison County, which Madison County may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by Madison County of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Madison County in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that Madison County may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

6.2. Change in Scope of Work.

Madison County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by Madison County and the contractor. If the contractor believes that any

particular work is not within the scope of the Project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Madison County in writing of this belief. If Madison County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

6.3. Failure to Enforce.

Failure by Madison County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Madison County to enforce any provision at any time in accordance with its terms.

6.4. Force Majeure.

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the Madison County immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Madison County determines it to be in its best interest to terminate the agreement.

6.5. HIPAA Compliance.

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

6.6. Indemnification.

To the fullest extent allowed by law, the contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, and representatives, and Madison County from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In Madison County's sole discretion, the contractor may be allowed to control the defense of any such claim, suit, etc. In the event the contractor defends said claim, suit, etc., the contractor shall use legal counsel acceptable to Madison County. The contractor

shall be solely responsible for all costs and/or expenses associated with such defense, and Madison County shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc. without Madison County's concurrence, which the Madison County shall not unreasonably withhold.

6.7. Independent Contractor Status.

The contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Madison County. Nothing contained herein shall be deemed or construed by Madison County, the contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Madison County and the contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Madison County or the contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Madison County and the contractor. The contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Madison County. Neither the contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of Madison County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, agents, or employees. Madison County shall not withhold from the contract payments to the contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Madison County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by Madison County for its employees.

6.8. Modification or Renegotiation.

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

6.9. No Limitation of Liability.

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the contractor for harm caused by the intentional or reckless conduct of the contractor or for damages incurred through the negligent performance of duties by the contractor or the delivery of products that are defective due to negligent construction.

6.10. Notices.

- 6.11. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

FOR THE CONTRACTOR:

Dr. Alyssa Killebrew
210 W Jackson St
Ridgeland, MS 39150

FOR THE AGENCY:

Madison County, Mississippi

146 West Center Street

Canton, MS 39046

6.12. Requirements Contract.

During the period of the contract, the contractor shall provide all the service described in the contract. The contractor understands and agrees that this is a requirements contract and that Madison County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Madison County for the period of the contract. The amount is only an estimate and the contractor understands and agrees that Madison County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that Madison County may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

6.13. Severability.

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

6.14. Waiver.

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this

agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

This written document, along with all addendums embodies the entire contract. It constitutes the final expression of the parties' agreement, and is a complete and exclusive statement of the terms of that agreement.

DATE: _____

DR. ALYSSA KILLEBREW
ESSENTIAL TOUCHSTONES PSYCHOLOGICAL LLC

DATE: _____

MADISON COUNTY

ADDENDUM A

RATES OF SERVICES

A La Carte Services	RATE
Individual Therapy 60 minutes (90837)	\$100
Individual Therapy 45 minutes (908)	\$ 75
Group Therapy (Adult Dialectical Behavior Therapy (DBT), IOP Aftercare, Men's Group, or other)	\$50
Psychiatric Intake with Licensed Psychiatrist (CPT 90792)	\$275
Psychiatric Medication Management with Licensed Psychiatrist (CPT 99214)	\$150
Psychiatric Intake with Licensed Mental Health Psychiatric Nurse Practitioner (MHPNP) (CPT 90792)	\$225
Psychiatric Medication Management with MHPNP (CPT 99214)	\$150
ADOLESCENT Intensive Outpatient Program (IOP) Services	RATE
Intake Assessment	\$100
Individual Therapy 60 minutes (90837)/one session per week	\$100
IOP Daily Per Diem (Two hours/day) *Three days per week for ten weeks minimum	\$200
Family Sessions/minimum of two attempted	\$150
Family Psychoeducation, as needed	\$100
Peer Support (30 minutes), as needed	\$20

Note: Per MS Department of Mental Health certification and the Joint Commission accreditation, Adolescent IOP must meet at least six hours per week for at least ten weeks and last a minimum of ten weeks for a program to maintain certification/accreditation. Additionally, one hour of individual therapy per week is required.

ADULT Intensive Outpatient Program (IOP) Services	RATE
Intake Assessment	\$100
Individual Therapy 60 minutes (90837)/one session per week	\$125
IOP Daily Per Diem (Three hours/day) *Three days per week for ten weeks minimum	\$300
Peer Support (30 minutes), as needed	\$20

Note: Per MS Department of Mental Health certification and the Joint Commission accreditation, Adolescent IOP must meet at least nine hours per week for at least ten weeks and last a minimum of ten weeks for a program to maintain certification/accreditation. Additionally, one hour of individual therapy per week is required.

Psychological Comprehensive Diagnostic Evaluation Testing	RATE
Cognitive Achievement (Intake, assessments, scoring and report) <ul style="list-style-type: none"> • Wechsler Abbreviated Intelligence Scale – II (WASI-II) Age 6-90 • Reynolds Intelligence Assessment Scale (RIAS, age 3-83) 	\$300
Achievement Testing (intake, assessment, scoring and report written) <ul style="list-style-type: none"> • Wechsler Individual Achievement Test-Third Edition (WIAT-III, age 4-50) • Wide Range Achievement Test-Fourth Edition (WRAT-4, age 5-94) • WIAT-III Dyslexia Index 	\$250
Adolescent or Adult ADHD (Intake, at least three of the following batteries, and report) <ul style="list-style-type: none"> • ASEBA-Parent Rating • ASEBA-Teacher Rating • ASEBA-Youth Rating • Trail Making Tests (age 9 and up) • CPT-3 • Millon Clinical Multiphasic Inventory (MCMII-III) • Minnesota Multiphasic Personality Inventory-Second Edition (MMPI-II) • Millon Clinical Multiphasic Inventory-Fourth Edition (MCMII-IV) • Conners Auditory Test of Attention 	\$300

<ul style="list-style-type: none"> • CPT-K • IVA • Wisconsin Card Sort • Adult ADHD Self-Report Scale (ASRS-V1.1) Symptoms Checklist • Trail Making Tests • Adult ADHD self-report 	
<p>Executive Functioning (Intake, two assessments, scoring and report)</p> <ul style="list-style-type: none"> • Delis–Kaplan Executive Function System (D-KEFS) • Wisconsin Card Sort (age 6-89; working memory and executive functioning) • Category Test • Stroop • Trail Making A and B • Multiple Errands Test • Finger Tapping Test 	\$500
<p>Adult or Adolescent Personality (Intake, two assessments, scoring and report)</p> <ul style="list-style-type: none"> • Minnesota Multiphasic Personality Inventory-Second Edition (MMPI-II) • Millon Clinical Multiphasic Inventory-Fourth Edition (MCMI-IV) • Mini International Neuropsychiatric Interview (MINI) • Structured Clinical Interview for DSM V (SCID-5) • The Personality Inventory for DSM-5 (PID 5) on library • The Personality Inventory for DSM 5-Brief Form (PID-5-BF) • The Personality Inventory for DSM-5 (informant Form) on library, (PID-5-IRF) • Brief Psychiatric Rating Scale-Expanded Version 4 (BPRS-4) • Adult Symptom Screener • Personality Assessment Inventory (PAI hand scoring kit; PAI iconnect online testing) 	\$500
<p>Autism Spectrum Testing Intake, IQ, Achievement, Autism testing, scoring and report)</p> <ul style="list-style-type: none"> • Modified Child List for Autism in Toddlers (M-CHAT) • Autism Diagnostic Inventory – Second Edition (ADI-2; age 2-adult) • Childhood Autism Rating Scale – Second Edition (CARS-2) (ages 2 and up) • Autism Rating Scale (ARS) 	\$750

<ul style="list-style-type: none"> • Autism Spectrum and Social Communication Disorders • Early Development and Home Background -Parent/Guardian (EDHB) • ADOS • Minnesota Multiphasic Personality Inventory-Second Edition (MMPI-II) • Millon Clinical Multiphasic Inventory-Fourth Edition (MCMI-IV) • IQ Testing • Achievement Test 	
<p>Adult PTSD (Intake, two assessments including a PTSD screening, scoring, and report)</p> <ul style="list-style-type: none"> • Clinician-Administered PTSD Scale for DSM-5 (CAPS-5) • PTSD Checklist- Civilian Version (PCL-C) • PTSD Checklist-Fifth Edition (PCL-5) • Severity of Posttraumatic Stress Symptoms-Adult • Minnesota Multiphasic Personality Inventory-Second Edition (MMPI-II) • Millon Clinical Multiphasic Inventory-Fourth Edition (MCMI-IV) 	\$350
<p>Disordered Eating Testing (Intake, two assessments, scoring and report)</p> <ul style="list-style-type: none"> • Binge Eating Disorder Screener-7 (BEDS-7) • Eating Disorder Inventory (EDI)-on the PAR system • EDI • EAT26 • Eating and Exercise Pathology (EPSY) • Eating Attitudes Test-26 (EAT-26) • Minnesota Multiphasic Personality Inventory-Second Edition (MMPI-II) • Millon Clinical Multiphasic Inventory-Fourth Edition (MCMI-IV) 	\$300