

## SERVICES AGREEMENT

### **Health Connect America and Madison County Court System**

This Services Agreement ("Agreement") is entered on **February 1, 2024** between Health Connect America, Inc. ("Health Connect") and Madison County specifically 20<sup>th</sup> Circuit Judicial Drug Treatment Court, Madison County Youth Court, Madison County Juvenile Drug Treatment Court and Madison County Family Drug Treatment Court ("County")

The Purpose of the Memorandum of Understanding between the County and Health Connect is to develop an agreement between both agencies regarding 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. Health Connect will render services to the County upon referral.
- b. A copy of the intake assessment is given to the county upon completion and Health Connect will receive a copy of the PACT assessment, if applicable.
- c. Services are conducted at County's principal location or company location, and at such other locations in County as agreed upon by the parties.

2. **Payment for Services.**

- a. County makes referral to Health Connect for services. Health Connect will bill to primary insurance for BCBS or Medicaid first.
- b. Upon referral, County will notify Health Connect of payment responsibility—County or responsibility of person referred.
- c. After billing, Health Connect will notify County of participant's balance within 30 days of discovery of balance, if any. County will make said payment(s) within 45 days of receiving balance.
- d. Fees to be paid in accordance with **Schedule A**.

3. **Authorizations.** Health Connect will only provide services and render invoices to those youth that the County has deemed their responsibility. The referral is made either by phone, fax, email, or face to face.

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 Health Connect 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 Health Connect 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, Health Connect and County do not intend to create an employer-employee relationship. County and Health Connect shall coordinate to determine the times at which Company 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. When needed, County shall provide a space within its premises of adequate size and sufficiently private at which Health Connect can have services conducted.
- 7. Records. Upon referral, the County will notify Health Connect of payment responsibility. In the event the responsibility is on the County, an invoice is sent to County official by the 5<sup>th</sup> of the following month for County payment. The rate is agreed at referral. Health Connect and County 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 Health Connect and county 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 **February 1, 2024 to January 30, 2026** unless terminated in writing by either party giving thirty-days written notice.
- 10. Abuse. County and Health Connect acknowledges that each is legally bound to report suspected or known abuse or neglect to the appropriate government authorities. Health Connect will provide County with a copy of any report of suspected or known abuse or neglect made to any government body.

11. Communication. The parties will communicate regularly and have such meetings as may be necessary for Health Connect to effectively render the Services.

Health Connect employees will be responsible for informing County as to their work schedule. Health Connect employees and the designated County 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.

12. 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.

13. 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:

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Signature of Representative of Health Connect / Date

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Signature of Representative of County / Date

## **Schedule A**

This Agreement covers arrangements for mental health services and substance use disorder treatment for the Madison County Court System

*\$100.00 for initial assessment with ASAM, if applicable*  
*\$30.00 per hour Therapeutic Day Treatment not to exceed 5 hours per day*  
*\$30.00 Educational and support group – 90 minutes/week for 10 weeks+300*  
*\$80.00 Psychiatric Diagnostic Evaluation*  
*\$65.00 Medication Follow-up*  
*\$60.00 Nursing Assessment*  
*\$20.00 Treatment Plan Development and Review*

*\$20.00 per unit of Targeted Case Management (care coordination)*

*\$20 Level of Care Reassessment- every 90 days for OP, every 30 days for IOP*  
*\$75.00 Individual Therapy for 1 hour*  
*\$90.00 family therapy for 1 hour*  
*\$100.00 DLA20 Functional Assessment*  
*\$25.00 per unit Crisis Intervention*

*\$45.00 per hour Peer Support*  
*\$50.00 Community Support Services*

*\$20.00 per week Parenting Group for 12 weeks*  
*\$15.00 per week for Anger Management Group*  
*\$15.00 per week for Trauma Group*

*\$85 per day for Psychosocial Rehabilitation. Psychosocial Rehabilitation Services (PSR) consist of a network of services designed to support, restore, and maintain community functioning and well-being of adults with a serious and persistent mental illness and/or co-occurring disorders. The purpose of the service is to promote recovery, resiliency, and community integration by maintaining the person's optimal level of functioning and preventing psychiatric decompensation, thereby decreasing the risk of unnecessary hospitalization and the need for higher level intensity services such as Program of Assertive Community Treatment (PACT) and Acute Partial Hospitalization. Service activities aim to alleviate current symptomatology and address the person's underlying condition by reducing the negative effects of social isolation, promoting illness education, creating and monitoring wellness action plans, and the development of other coping and independent living skills.*

*\$1,000.00 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.*

*\$1,200.00 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.*

*\$250.00 per day for MYPAC services. MYPAC is an intensive service offering Individual and Family Therapy, Community Support Services, Peer Support Services, Medication Management, and Nursing Services. MYPAC services are defined as treatment provided in the home and/or community to children and youth with Serious Emotional Disturbance (SED) from birth up to the age of twenty-one (21) years. The ultimate goal is to stabilize the living arrangement, promote reunification, and/or prevent the over-utilization of out-of-home therapeutic resources (i.e., psychiatric hospital, therapeutic foster care, therapeutic group home, and/or residential treatment facility). MYPAC services are provided until stabilization has occurred by evaluating the nature and course of psychiatric needs and providing intensive interventions intended to diffuse psychiatric needs and reduce the likelihood of a recurrence.*

*\$250.00 per day for Family Centered Treatment. FCT's home based treatment reduces the need for out of home placements. It has been refined based on research, experience and evidence of effectiveness. FCT is extremely cost effective and stabilizes traumatized youth and families. In addition, FCT is one of few home based treatment models that has extensive experience with families and youth who move between the child welfare, mental health, and juvenile justice systems, otherwise known as "crossover youth."*

*\$1,200.00 per month for Targeted Case Management/Wrap around Services. Wrap around facilitation is the creation and facilitation of a child/youth and family team for the purpose of developing a single plan of care to address the needs of children/youth with complex mental health challenges and their families. Wraparound facilitation is intended to serve children/youth with serious mental health challenges who exceed the resources of a single agency provider or service provider, children/youth who experience multiple acute hospital stays, children/youth who are at risk of out-of-home placement or have been recommended for residential care, children/youth who have had interruptions in the delivery of services across a variety of agencies due to frequent moves, and children/youth who have experienced failure to show improvement due to lack of previous coordination by agencies providing care, or for reasons unknown, can also be served through wraparound facilitation.*

**Role and Responsibilities are defined as follows:**

Health Connect is in the business of providing co-occurring treatment to clients suffering from mental health and/or substance abuse issues. Health Connect agrees to immediately notify the court or any necessary medical emergency service provider should any client present with a medical emergency or the need for inpatient treatment. The court and Health Connect 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 will contact the court with pertinent information to proceed with care in the best interest of the client.

When a client is enrolled in Drug Court, Health Connect will provide progress notes to Drug Court on a weekly basis via fax, email, or hand delivery.

#### **Attendance Treatment Services**

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

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

For clients who have completed IOP, aftercare services are offered as a stepdown service. Aftercare services consist of meeting 1 hour per week with a Certified Peer Support Specialist whose focus is on relapse prevention and basic living skills. There is no charge for Aftercare Services.

#### **Payers for Mental Health Services**

Company 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 County Court System an invoice is sent by the 10<sup>th</sup> of the month reflecting prior month service for payment. Health Connect America 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 Court System, and payment by court has been agreed upon an invoice is sent by the 10<sup>th</sup> of the month reflecting prior month service for payment.

#### **Therapeutic Foster Care Services**

**Health Connect America is a licensed Therapeutic Foster Care Agency and will have a representative present in court for referrals. HCA agrees to work closely with kinship placements as well as traditional placements to expedite licensure.**