

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 21ST day of August, 2018, by and between the Vanderburgh County Treatment Courts (hereinafter referred to as "Treatment Courts") and Southwestern Behavioral Healthcare, Inc. (hereinafter referred to as "SBH").

WITNESSETH THAT:

WHEREAS, the Treatment Courts are in need of the full array of counseling and other related services offered by SBH; and,

WHEREAS, the Treatment Courts desire to retain SBH, on a non-exclusive basis, to perform said services for the benefit of the participants of its program; and,

WHEREAS, SBH desires to perform said services on behalf of the Treatment Courts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Treatment Courts and SBH agree as follows:

SECTION 1 – TERM

The term of this Agreement shall be from the date of this contract for one year or until termination in accordance with the Agreement.

SECTION 2 – SERVICES

SBH will provide drug and alcohol treatment services including but not limited to counseling, in-patient treatment, halfway house, and other services that are specific to recovery from addiction to drugs, alcohol and other addictive substances. SBH shall also provide consulting and professional clinical advice to the Treatment Courts, as well as attend weekly staffings and assist with appropriate responses to situations encountered by our clients. The professional services offered to the public shall be at the expense of the patient or a grant, and shall not be the responsibility of any other person unless so stated.

SECTION 3 – COMPENSATION

The Treatment Court will compensate SBH for services rendered pursuant to this Agreement in the amount of \$20,000 for a 1-year period commencing August, 2018. Compensation shall be payable on a monthly basis and SBH shall submit claim forms to the Office of Judge Wayne S. Trockman consistent with this Agreement.

SECTION 4 – TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time. In the event either party wishes to be released from this Agreement, they shall provide written notice of their desire to terminate this Agreement to the other party at least 30 days in advance of the requested termination date. The balance of funds held by SBH shall be returned to the Treatment Courts.

SECTION 5 – TERMINATION FOR CAUSE

The parties may immediately terminate this Agreement for cause. Cause shall include, but is not limited to, the following:

- (a) Material breach of any duty or obligation pursuant to this Agreement as determined by the Presiding Judge of Treatment Courts or the President/CEO of SBH; or,
- (b) any other conduct or condition that causes any question of either parties' ability to perform the duties prescribed herein.

SECTION 6 – INDEPENDENT CONTRACTOR

SBH is an independent contractor as the term is commonly used and is not an employee of the Treatment Courts. As such, SBH is solely responsible for all taxes and none shall be withheld from the compensation paid to SBH. SBH acknowledges that it is not insured in any manner by the Treatment Courts for any loss of any kind.

SECTION 7 – SUBCONTRACTOR

SBH shall not subcontract, assign or delegate any portion of its duties under this Agreement without specific and prior written approval of the Treatment Courts. In the event the Treatment Courts approve any such subcontracting, assignment or delegation, SBH shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibility or obligation is sublet, assigned or delegated.

SECTION 8 – AMENDMENTS

This Agreement may be amended, modified, renewed or supplemented only by a written instrument signed by each of the parties hereto, and any amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions.

SECTION 9 – APPLICABLE LAW

The laws of the State of Indiana and all municipal ordinances and codes of Vanderburgh County shall govern this Agreement, as the same shall be in full force and effect upon the date this Agreement is executed.

SECTION 10 – SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

SECTION 11 – WAIVER

The Treatment Courts' or SBH's delay or inaction in pursuing any of its remedies set forth in this Agreement or available by law shall not operate as a waiver of any of the Treatment Courts' rights or remedies contained herein or available by law.

SECTION 12 – NON-APPROPRIATION OF FUNDS CLAUSE

The Treatment Courts represent and SBH acknowledges that the Treatment Courts are a governmental Agency and that the Treatment Courts' obligation to provide compensation under this Agreement is contingent upon the appropriation for the Treatment Courts of funds sufficient for such purposes by the relevant government or legislative authorities and subject to the receipt of grant funds. If sufficient funds to provide such compensation are not appropriated or approved for the Treatment Courts, the Treatment Courts may terminate this Agreement and SBH shall be compensated for all services provided up to the date of the termination.

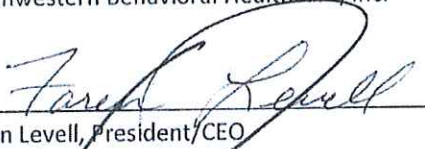
SECTION 13 – ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all prior oral or written negotiations, representations and contracts between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.


Southwestern Behavioral Healthcare, Inc.

By


Faren Levell, President/CEO

Date:

8/10/2018


Wayne S. Trockman, Judge
Vanderburgh Superior Court

Date:

8/14/18

APPROVED BY:

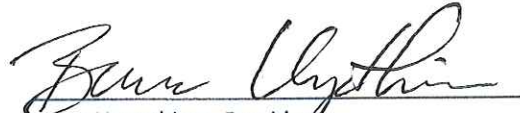
VANDERBURGH COUNTY COMMISSIONERS

8/21/18
Date


8/21/18
Date

8/21/18
Date

8/21/18
Date


Bruce Ungethiem, President


Cheryl Musgrave, Vice President


Ben Shoulders, Member


Joe Harrison, Jr., County Attorney for
Vanderburgh County Commissioners