

AGREEMENT FOR MENTAL HEALTH SERVICES

This 12 Month Agreement for Mental Health Services ("Agreement") is entered into and made effective as of the 1st day of July 2020 and will expire on June 30th 2021, by and between the **HAMILTON CENTER, INC.**, an Indiana not-for-profit corporation with its principal place of business located at 620 8th Avenue, Terre Haute, Indiana, 47804, ("HCI"), and **WABASH VALLEY HEALTH CENTER, INC.**, an Indiana corporation located at 1436 Locust Street, Terre Haute, Indiana, 47807 ("WVHC"). This agreement supersedes all prior agreements.

WHEREAS, HCI is a behavioral health care provider which maintains a mental health facility in Terre Haute, Indiana and desires to make staff persons and qualified mental health professionals available at variable hours to administer and approve psychological and mental health consultations and treatment for those qualified patients of WVHC that consent to treatment.

WHEREAS, WVHC, is a Federally Qualified Health Center (FQHC) providing primary healthcare services in Terre Haute, Indiana, and desires to offer mental health services. The clinic serves patients of all ages and accepts most third party payer services including Medicaid and Medicare.

NOW THEREFORE, in consideration of the duties, obligations and mutual promises of each party, and subject to the terms and conditions as set forth below, HCI and WVHC agree as follows:

I. RESPONSIBILITIES OF HCI.

1. HCI shall provide assessment, medication management and therapy services on-site at WVHC for those patients of WVHC who consent to treatment.
2. HCI agrees to abide by the policies and standards set forth under their own internal guidelines as well as the policies and procedures of WVHC established by Indiana and Federal law related to the responsible practice of psychological and mental health care and services.
3. HCI shall credential the HCI clinical service providers that provide services at WVHC as well as provide information to WVHC for their own credentialing and privileging process, upon request of WVHC. HCI will also participate in WVHC's quality initiatives as appropriate.

4. HCI shall complete assessments and ongoing treatment for WVHC patients using WVHC's electronic medical record and comply with WVHC's documentation policies and procedures for billing and coding.
5. HCI shall provide a Psychiatric Nurse Practitioner (NP) equal to .2 FTE (8 hours per week over a 5 day period).
6. HCI shall provide a Licensed Clinical Social Worker (LCSW) equal to .8 FTE (32 hours per week).
7. HCI shall call a meeting with WVHC if there are any concerns or updates that need to be discussed prior to the normal scheduled quarterly meeting.
8. HCI shall make every effort to contact WVHC office in advance if the NP or LCSW cannot be in the office as scheduled. Furthermore, HCI shall attempt to promptly fill any vacancy to mitigate any loss of services.
9. HCI shall refer HCI patients to WVHC for primary care services when deemed necessary and appropriate.
10. Following the end of each month WVHC will provide HCI a copy of time clock entries and exits of HCI staff from WVHC. HCI will then invoice WVHC using the following hourly rates:
 - Nurse Practitioner: \$99.59
 - LCSW: \$50.68

At no time will the billed fees exceed \$125,766 for the 12 month period unless agreed to by both parties in advance and in writing.

11. HCI shall be responsible for and shall provide all liability insurance to the employees from Hamilton Center involved in providing mental health services to the qualified persons receiving said treatment, including, but not limited to, civil and malpractice insurance.

II. RESPONSIBILITIES OF WVHC

1. WVHC shall orient the HCI employees to the office procedures, processes, and philosophy of their office, including training HCI employees on the electronic medical record. WVHC shall make available all policies and procedures for utilization as needed.
2. WVHC shall maintain dedicated medical and dental appointments for existing HCI patients
3. WVHC shall provide HCI access to the electronic medical record data in regards for service monitoring and quality reviews.
4. WVHC will contact the Regional Director or other authorized representative that has been designated by HCI if there are any non-patient specific concerns or updates that need to be discussed before the normal scheduled quarterly meeting.
5. WVHC shall promptly notify HCI upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement, regardless of whether HCI is named as a party in said claims, demands, causes of action, lawsuits, or enforcement actions.
6. WVHC will reimburse HCI for leased contracted services at or below the not to exceed hourly rates as outlined in Section I, item 10 of this document.
7. WVHC will be responsible for all billing and collections under their NPI.
8. WVHC will grant privileges to appropriately credentialed HCI providers.

III. GENERAL PROVISIONS.

1. WVHC hereby acknowledges receipt and approval of the limits set forth in the certificate of insurance provided on behalf of HCI.
2. Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery to the following addresses, unless either party shall otherwise designate its new address by written notice:

To Wabash Valley Health Center, Inc.:

Attn: Charles Welker, CEO
1436 Locust Street
Terre Haute, IN 47807

To Hamilton Center, Inc.:

Attn: Melvin Burks, CEO
620 8th Avenue
Terre Haute, IN 47804

3. This Agreement may terminate immediately upon mutual agreement between both parties or by breach of this Agreement, upon written notification.
4. Both parties agree to continue to be bound by the Non-Competition and Solicitation Agreement of March 6th, 2015.
5. Hamilton Center, Inc. and Wabash Valley Health Center, Inc. each represent and warrant to each other that all services to be provided hereunder will fully comply with all applicable federal, state, and local statutes, rules, and regulations, including without limitation, all applicable statutes, rules, and regulations under Medicare, Medicaid, and any other federal or state health program; HIPAA and the Privacy and security Standards; and all amendments or changes to such statutes, rules, and regulations.
6. The parties agree that if a court determines, contrary to the intent of the parties, that any of the provisions or terms of this Agreement are unreasonable or contrary to public policy, or invalid or unenforceable for any reason in fact, law, or equity, such enforceability or validity shall not affect the enforceability or validity of the remaining provisions and terms of this Agreement.

7. Waiver of Breach: No failure or delay by either Party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any Breach shall constitute a waiver of any prior, concurrent, or subsequent Breach.
8. For the purposes of this agreement, Hamilton Center, Inc. and Wabash Valley Health Center, Inc. are and will act at all times as independent contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed to create, any relationship other than that of independent entities contracting with each other for the purpose of effecting this Agreement. None of the provisions of the Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.
9. It is the intent of the parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other. It is expressly not the intent of the parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.
10. In the event of passage of law or promulgation of a regulation or an action or investigation by any regulatory body which would prohibit the relationship between the parties, or the operations of either party with regard to the subject of this Agreement, the parties shall attempt in good faith to renegotiate the Underlying Agreement to delete the unlawful provision(s) so that the Underlying agreement can continue. If the parties are unable to renegotiate the Underlying agreement within thirty (30) days, the Underlying Agreement shall terminate immediately, upon written notice of either party.
11. Any modifications to this Agreement shall be valid only if made in writing and signed by a duly authorized agent of both parties.
12. Neither party may assign or transfer this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other party.
13. This Agreement constitutes the parties' entire Agreement with regard to providing mental health services as described herein and supersedes all previous agreements on that same subject, whether written or oral.

14. This Agreement shall be construed and governed by the laws of the State of Indiana to the extent that the provisions of HIPAA, the Privacy Rule, the Security Rule do not preempt the laws of the State of Indiana.

15. Each signatory hereto, represents that such signatory has authority to execute this Agreement on behalf of the designated party and that such signature binds the designated party to the terms and conditions set forth herein.

IN WITNESS WHEREOF, Hamilton Center, Inc. and WVHC, its duly authorized representatives, have executed this Agreement this 26th day of May 2020.

HAMILTON CENTER, INC. (HCI)

By: Melvin L Burks 5/22/20
Melvin Burks, CEO

Wabash Valley Health Center, Inc. (WVHC)

By: Charles Welker 5/26/2020
Charles Welker, CEO