

## MEMORANDUM OF AGREEMENT FOR MENTAL HEALTH SERVICES

This Memorandum of Agreement made and entered into on this the date hereinafter stated, by and between ██████████ County Board of Education (MCBE), parties of the FIRST PART and Phoenix Preferred Care, parties of the SECOND PART.

TO WIT: The purpose of this agreement is to reduce to writing the agreement and understanding to provide school-based (IMPACT Plus) mental health services for the July 1, 2016 through June 30, 2017 academic school year. Ultimately the goal of the agreement is to develop a collaborative partnership between the two parties to meet the educational and mental health needs of the children collectively served by both parties.

### I. General Terms and Conditions

The general terms of this agreement are that the First Party will provide meeting space and reasonable access to identified students for the purposes of the Second Party to provide mental health (Impact Plus) services to those identified children, more particularly stated herein.

To accomplish the purpose of this agreement, the parties do agree as follows:

#### A. Termination:

1. Either party may terminate this agreement, with or without cause, at any time by giving at least a thirty (30) day advance notice to the other party of its intent to terminate this Agreement.

#### B. Procedure:

1. To establish, prior to offering services to any student, a protocol for making referrals, establishing lines of communication regarding referral status and role/responsibility of each party in this process. This will ensure an understanding by all parties of the process and assures successful collaboration in meeting student needs.
2. The agreed upon protocol will be effective for the current school year and may extend into the summer depending on needs and resources. All parties will possess a written copy of Protocol. If either party wishes to change or alter the protocol during the year, a meeting can be called with representatives from both parties to discuss and come to agreement upon proposed changes at any time.

### II. Criminal Records Check

Any employee of Phoenix Preferred Care working under the terms of this agreement shall submit to a national and state criminal history background check by the Administrative

Office of the Courts and the Kentucky Department for Community Based Services, at no expense to the MCBE. The results of this background check shall be provided to the Superintendent of the MCBE or his designee before any services are provided pursuant to this agreement. No person shall perform services pursuant to this contract who has a record of a sex crime or as a violent offender as defined in KRS 17.165.

This provision shall apply to any adult who is permitted access to school grounds, pursuant to this agreement at times when students are present or to any person who provides services to students pursuant to this agreement or at Phoenix Preferred Care's place of business.

Phoenix Preferred Care shall provide criminal history background check by the Federal Bureau of Investigation in keeping with KRS 160.380 to the Superintendent.

### III. Confidentiality

The Provider by signing this agreement,

- a. Assures that any information received from the ██████████ County Board of Education or the Cabinet for Health and Human Services ("the Cabinet") relating to individuals on public assistance applicants and/or recipients will be maintained as confidential and will not be copied or given to any other governmental agency, individual or private concerns without written permission of the Cabinet or the applicant or recipient,
- b. Takes all precautions to assure that information is safeguarded and to maintain security over such information to assure it does not become available to unauthorized individuals;
- c. Assures that information on Food Stamp recipients obtained from the Cabinet will only be used for purposes of verifying eligibility into Second Party Federally Funded Programs;

In accordance with Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," the Cabinet and The ██████████ County Board of Education have standards to protect the security, confidentiality and integrity of health information; and the United States Secretary of the U.S. Department of Health and Human Services has issued regulations modifying 45 C.F.R. Parts 160 and 164 (the "HIPAA Privacy Rule"): Certain information is received from The Cabinet for Health and Family Services that requires said information to be secured confidential.

THEREFORE, in compliance with the HIPAA Privacy Rule, 45 C.F.R. Part 164.504 (e), the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

## I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Phoenix Preferred Care acknowledges and agrees that all Protected Health Information that is created or received by The ██████████ County Board of Education (AMCBE@) and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by AMCBE@ or its operating units to Phoenix Preferred Care or is created or received by Phoenix Preferred Care on AMCBE@s@ behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Phoenix Preferred Care agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in this contract between Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom AMCBE@ is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by AMCBE@;

(ii) at termination of this Agreement, or upon request of AMCBE@, whichever occurs first, if feasible, Phoenix Preferred Care will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of AMCBE@ that Phoenix Preferred Care still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Phoenix Preferred Care will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Phoenix Preferred on behalf of AMCBE@, agrees to the same restrictions and conditions that apply to Phoenix Preferred Care with respect to such information. In addition, Phoenix Preferred Care agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Phoenix Preferred Care to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Phoenix Preferred Care may use and disclose Protected Health Information as follows:

(I) if necessary, for the proper management and administration of Mental Health Services or to carry out the legal responsibilities of Phoenix Preferred Care, provided that as to any such disclosure, the following requirements are met:

(A) The disclosure is required by law; or

(B) Phoenix Preferred Care obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Phoenix Preferred Care of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Phoenix Preferred Care for the health care operations of "MCBE" pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Phoenix Preferred Care with the protected health information received by Phoenix Preferred Care its capacity pursuant to this agreement, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Phoenix Preferred Care will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Phoenix Preferred Care records and practices related to use and disclosure of Protected Health Information to ensure (AMCBE's) compliance with the terms of the HIPAA Privacy Rule. Phoenix Preferred Care shall report to AMCBE@ any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Phoenix Preferred Care agrees to mitigate, to the extent practicable, any harmful effect that is known to Phoenix Preferred Care of a use or disclosure of Protected Health Information by Phoenix Preferred Care in violation of the requirements of this Agreement.

#### IV. AVAILABILITY OF PHI

Phoenix Preferred Care agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Phoenix Preferred Care agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in

accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Phoenix Preferred Care agrees to make Protected Health Information available for the purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

## V. CONFIDENTIALITY OF EDUCATION INFORMATION

The Provider assures the confidentiality of all personally identifiable information, written and verbal, provided by or about any student receiving services under this agreement, and shall not release any information to a third party other than the School herein, except as authorized by the informed written consent of the student or the parent of a student under 18 years of age, or as otherwise permitted by law in accordance with the Federal Family Educational Rights and Privacy Act (FERPA).

## VI. OBLIGATIONS OF THE PARTIES:

Phoenix Preferred Care agrees to:

1. Provide staff that is qualified, as dictated by the provisions of relevant State Regulations, to deliver the service required in accordance with their job description.
2. Provide Individual Counseling Services to identified students and collaboration with pertinent school staff regarding the same identified students via a qualified Behavioral Health Professional.
3. Provide a Case Manager to facilitate the provision of Impact Plus services (In accordance with its governing Regulation 907 KAR 3:030) to children and families identified as in need by collaborative team of School staff and Case Manager.
4. Identify and/or facilitate the development of community resources and providers to meet child/families needs via the child's Case Manager.
5. Foster and maintain communication with all designated service providers, including, but not limited to School staff, Therapists, Social Workers and Physicians to assure the quality and continuity of services provided.
6. Participate in Client Care Meetings/Conferences as requested by the School.
7. Maintain professional liability insurance coverage with a three million dollars (\$3,000,000) annual aggregate limit and one million dollars (1,000,000) per occurrence limit for the Case Manager.

The School agrees to:

1. Make reasonable attempts to provide suitable and appropriate (private/confidential) workspace for Case Manager and/or Counselor.
2. Make reasonable attempts to participate in Client Care Meetings/Conferences as requested by Case Manager to assure the quality and continuity of services to be provided.

**IT IS SO AGREED THS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016**

**FIRST PARTY:**

\_\_\_\_\_  
**County Board of Education Chairperson**

\_\_\_\_\_  
**Superintendent**

**SECOND PARTY:**

\_\_\_\_\_  
**Phoenix Preferred Care Officer**