WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM

ITEM #: IXG **DATE:** July 12, 2018

TOPIC/TITLE: Contracts

PRESENTER: D. Scott Hawkins

ORIGIN:

☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
☒ ACTION REQUESTED AT THIS MEETING
☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Contracts are required to be approved by the Board of Education.

SUMMARY OF MAJOR ELEMENTS:

Attached contract recommended for approval: Orientation and Mobility; Adanta Group (therapy services).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ **Recommended** ☐ **Not Recommended**

WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM

ITEM #: **DATE:** July 2, 2018

TOPIC/TITLE: Renewal of O&M contract 18-19SY

PRESENTER: Tracey Francis

ORIGIN:

☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
☐ ACTION REQUESTED AT THIS MEETING
☒ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

☒ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Orientation and Mobility (O&M) assessment or training for a visually impaired student(s) may be a related service as determined by an Admissions and Release Committee (ARC). The purpose of these services are to train a student(s) to travel independently throughout their school environment. When environments change, increased skill development in mobility may be necessary.

SUMMARY OF MAJOR ELEMENTS:

We currently have six (6) students in our district who were serviced by O&M specialist last school year (2017-18). ARCs indicate that service is to be continued during the current school year, 2018-19.

IMPACT ON RESOURCES: $75.00 per hour to be charged to Medicaid or IDEA-B funds.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ **Recommended** ☐ **Not Recommended**

ORIENTATION AND MOBILITY SERVICES CONTRACT

This agreement is entered into between WOODFORD COUNTY BOARD OF EDUCATION hereinafter referred to as the "School", and Tracey French hereinafter referred to as the "specialist", a certified orientation and mobility specialist, by the agreement this date, August 1, 2018 for the purpose of obtaining orientation and mobility services for this school program.

WITNESSETH

WHEREAS, The School operates special education classes: and WHEREAS, the specialist is certified by the Academy for Certification of Vision Rehabilitation and Education professionals as an orientation and mobility specialist, and desires to provide orientation and mobility services for the eligible children with visual disabilities enrolled in these classes. NOW, THEREFORE, for and in consideration of, the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES

The specialist will be certified by the Academy for Certification of Vision Rehabilitation and Education Professionals.

The specialist will plan and provide services to meet specific program/student needs as determined by the specialist and the ARC/IEP process.

The specialist will attend Admission and Release Committee meetings and provide a written summary of progress and Individual Education Program goals.

The specialist will provide orientation and mobility evaluations (per three year reevaluation or as indicated by ARC committee) and complete a written report.

Records shall be available to the Board for inspection at any time and shall be forwarded to the Board of Education within 2 weeks of cessation of services.

The specialist will submit a statement of charges by the last day of each month; including date service was rendered, the student/teacher served, the service provided, the duration of service minutes and the total statement of charges. All statements and standard invoices must be signed and dated.

II. FACILITIES

The orientation and mobility services will occur at the site designated as the Least Restrictive Environment as determined by the student's Individual Education Plan.

Services, because of their nature, may occur after regular school hours and at other sites within the community as necessary to fulfill the IEP. (The student may be transported in the specialist's personal vehicle.)

III. EQUIPMENT

The school will provide educationally relevant equipment and supplies for services as determined by the specialist and the ARC as necessary to fulfill the student's IEP.

IV. FEE, COLLECTION AND COMPENSATION

The school shall compensate the specialist at a rate of seventy-five (75) dollars per hour for direct instruction, attendance at Admissions and Release Committee meetings, in-service training, consultation, and travel. Rate includes travel time at the above mentioned rate from home office in Oldham County, KY to point of service and back.

The specialist will be available for a maximum of eight (8) hours each month to provide orientation and mobility instruction. Increases in time must be pre-approved by the Director of Special Programs.

Missed appointments or students absences are chargeable if the contractor contacted the student's placement earlier in the day to ascertain the student's attendance, and subsequently found the student to be absent upon arriving to provide services under this contract. Documentation must be entered in the student's record to that effect. It is expected that when missed appointments are billed under the subpart that the contractor will pursue consultation during that billable time with the student's teacher, parent or other therapist if at all possible.

In the event that a field trip would fall on the day of scheduled therapy, the therapy session will be rescheduled during that same week when possible. Sessions that are not rescheduled are not billable.

V. INSURANCE

During the term of this agreement, the specialist shall maintain professional liability in the following amounts:

One million ($1,000,000) per occurrence;
One million ($1,000,000) per aggregate

VI. INDEMNITY

The specialist shall indemnify and hold the school, its directors and employees harmless from and against any and all claims, demands, liabilities, damages, and expenses for

injury to children caused or asserted to have been caused by the negligent acts of the specialist.

VII. TERMS

This agreement shall be in full force and shall commence on August 1, 2018 and shall be effective until June 30, 2019. However, at any time during the term hereof, either party may unilaterally terminate this agreement without cause by giving the other party at least thirty (30) days notice of its desire to terminate.

VIII. ENTIRE AGREEMENT

This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the school and specialist have duly executed this agreement of the day and year just written.

WITNESS: _____ DATE: _____

Director of Special Education

WITNESS: Tracey French DATE: _____

Tracey French
COMS

ACVREP

Academy for Certification of Vision Rehabilitation & Education Professionals

This is to certify that

TRACEY FRENCH

Has met all the requirements established to become a

CERTIFIED ORIENTATION AND MOBILITY SPECIALIST (COMS)

Certification Number: 5178

Recertification Date: September 30, 2016

Expiration Date: September 30, 2021

Albert M Damelio IV, ACVREP Chairperson

Kathleen Zeider, President

WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM

ITEM #: **DATE:**

TOPIC/TITLE: Adanta Group & Woodford County Schools Service Agreement

PRESENTER: Jimmy Brehm

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☒ ACTION REQUESTED AT THIS MEETING
- ☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY
  - ☐ STATE OR FEDERAL LAW OR REGULATION
  - ☐ BOARD OF EDUCATION POLICY
  - ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION
  - ☐ DATE:
  - ☐ ACTION:

BACKGROUND INFORMATION:

The Interconnected Systems Framework (ISF) builds from the established and effective platforms of PBIS and Implementation Science to integrate school mental health (SMH) programs and services. ISF blends education and mental health systems and resources toward depth and quality in prevention and intervention within a multi-tiered framework, allowing for greater efficiency and effectiveness. In addition to promoting improved processes for increasing the likelihood of positive outcomes, the ISF addresses critical gaps in current systems. For the PBIS system, the ISF addresses the common concern, of insufficient development of Tier II and Tier III structures, resulting in unaddressed behavioral and emotional needs for students with more complex mental health needs

SUMMARY OF MAJOR ELEMENTS:

Approval of agreement between Woodford County Schools and The Adanta Group to provide therapy services and mental health asssments to students of Woodford County Schools within Woodford County Schools. Woodford County Schools financial liability in the MOA is capped at $1500 per year for the creation of Crisis Plans when students have no commercial insurance, insurance through Medicaid/Managed Care, nor through the Affordable Care Act.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☑ **Recommended** ☐ **Not Recommended**

BUSINESS ASSOCIATE AGREEMENT

THE ADANTA GROUP
and
WOODFORD COUNTY BOARD OF EDUCATION

This Agreement is made effective the **1ST day of August, 2018** by and between Lake Cumberland Regional Mental Health/Mental Retardation Board, Inc., dba The Adanta Group, a Kentucky Corporation, hereinafter referred to as "COVERED ENTITY", and Woodford County Board of Education, hereinafter referred to as "BUSINESS ASSOCIATE."

WITNESSETH:

WHEREAS, 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," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby COVERED ENTITY will provide certain services to BUSINESS ASSOCIATE, and, pursuant to such arrangement, BUSINESS ASSOCIATE may be considered a "BUSINESS ASSOCIATE" of COVERED ENTITY as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled **agreement**, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, BUSINESS ASSOCIATE may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and 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 Security and Privacy Rule. In the event of an inconsistency between the provisions of this Business Associate Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and 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.

BUSINESS ASSOCIATE acknowledges and agrees that all Protected Health Information that is created or received by COVERED ENTITY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COVERED ENTITY or its operating units to BUSINESS ASSOCIATE or is created or received by BUSINESS ASSOCIATE on COVERED ENTITY's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) BUSINESS ASSOCIATE agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in agreement between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COVERED ENTITY is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, BUSINESS ASSOCIATE will return or destroy all Protected Health Information received from or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY that BUSINESS ASSOCIATE still maintains in any form and retain no copies of such information, or if such destruction is not feasible, BUSINESS ASSOCIATE will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the 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 BUSINESS ASSOCIATE on behalf of COVERED ENTITY, agrees to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. In addition, BUSINESS ASSOCIATE agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause BUSINESS ASSOCIATE to breach the terms of this Agreement.

(B) Notwithstanding the prohibitions set forth in this Agreement, BUSINESS ASSOCIATE may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided that as to any such disclosure, the following requirements are met:

(a) the disclosure is required by law; or

(b) BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE for the health care operations of COVERED ENTITY 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 BUSINESS ASSOCIATE with the protected health information received by BUSINESS ASSOCIATE in its capacity as a BUSINESS

ASSOCIATE of another COVERED ENTITY, to permit data analyses that relate to the health care operations of the respective covered entities.

(C) BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE's records and practices related to use and disclosure of Protected Health Information to ensure COVERED ENTITY's compliance with the terms of the HIPAA Security and Privacy Rule. BUSINESS ASSOCIATE shall report to COVERED ENTITY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
D. Business Associate agrees to report to Covered Entity any use or disclosure of the protected Health Information not provided for by this Agreement of which it becomes aware within 7 business days in accordance with HIPAA requirements.
E. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
F. Business Associate agrees to provide access, at the request of Covered Entity, in accordance with HIPAA requirements, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164,524.
G. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.
H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available upon request by either the Secretary of Health and Human Services or the Covered Entity in accordance with HIPAA requirements or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
J. Business Associate agrees to provide to Covered Entity or an Individual, in accordance with HIPAA requirements, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
K. Business Associate agrees to implement appropriate safeguards to prevent use or disclosure of PHI other than as permitted in this Agreement. BA will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Electronic Protected Health Information that it creates, maintains or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule. BA shall report to CE any Security incident of which it becomes aware. For purposes of this agreement "Security

Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

IV. AVAILABILITY OF PHI

COVEREED ENTITY and BUSINESS ASSOCIATE agree to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. COVERED ENTITY and BUSINESS ASSOCIATE agree 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 Security and Privacy Rule. In addition, COVERED ENTITY and BUSINESS ASSOCIATE agree to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule.

V. TERMINATION

Notwithstanding anything in this Agreement to the contrary, COVERED ENTITY shall have the right to terminate this Agreement and the Arrangement Agreement immediately if COVERED ENTITY determines that BUSINESS ASSOCIATE has violated any material term of this Agreement.

If COVERED ENTITY reasonably believes that BUSINESS ASSOCIATE will violate a material term of this Agreement and, where practicable, COVERED ENTITY gives written notice to BUSINESS ASSOCIATE of such belief within a reasonable time after forming such belief, and BUSINESS ASSOCIATE fails to provide adequate written assurances to COVERED ENTITY that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COVERED ENTITY shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

VI. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of BUSINESS ASSOCIATE under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind BUSINESS ASSOCIATE, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

This Agreement will be governed by the laws of the State of Kentucky. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which COVERED ENTITY provides services to BUSINESS ASSOCIATE contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding BUSINESS ASSOCIATE's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing, For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

The Adanta Group	**Woodford County Board of Education**
_____	_____
Beverly Loy, Executive Director	Superintendent
_____	_____
Date	Date

SCHOOL THERAPY SERVICES AGREEMENT
BETWEEN
WOODFORD COUNTY BOARD OF EDUCATION
AND
THE ADANTA GROUP

THIS AGREEMENT is entered into **this 1st day of August, 2018**, between Lake Cumberland Regional Mental Health/Mental Retardation Board, Inc., d/b/a The Adanta Group, hereinafter referred to as "**ADANTA**," and **WOODFORD COUNTY BOARD OF EDUCATION**, hereinafter referred to as "**SCHOOL.**"

I. TERMS

This Agreement shall be in full force beginning on **August 1, 2018, and shall be effective through June 30, 2019.**

II. TERMINATION

Either party may terminate this Agreement, with or without cause, at any time by giving at least thirty (30) days prior written notice to the other party of its intention to terminate this Agreement.

Written notice required under this Agreement shall be delivered by United States registered or certified mail, postage prepaid, and return receipt requested, and addressed to the parties at the following addresses (or such other addresses as may hereafter be designated by a party by written notice thereof to the other party):

WOODFORD COUNTY BOARD OF EDUCATION:	Woodford County Board of Education Attn: Superintendent 330 Pisgah Road Versailles, KY 40383
ADANTA:	The Adanta Group Attn: Executive Director 130 Southern School Road Somerset, KY 42501

III. OBLIGATIONS OF THE PARTIES

1. ADANTA agrees to:

a. Provide Therapists for the delivery of therapy services hereunder.

b. Provide an Assessment, and if indicated, therapy services for any individual referred by the SCHOOL, also known as "client" for the purposes of the Agreement.

c. Perform therapy services under the administrative supervision of the SCHOOL.

d. Foster and maintain communication between ADANTA, the client's attending physician, SCHOOL personnel, and other allied health professionals as permitted by parent/guardian through signed Releases of Information.

e. Designate Therapists and other personnel to work with the SCHOOL and its designees in coordinating services.

f. Participate in client care conferences as requested by the SCHOOL or its designees.

g. Promote equal access to service regardless of payor source.

h. Notify the SCHOOL immediately of any unusual occurrence in a client's treatment or any adverse change in a client's condition and submit to the SCHOOL a written report if requested, as permitted by parent/guardian through signed Releases of Information.

i. As applicable, schedule ADANTA outpatient clinic appointments before or after school hours.

j. Provide a written, current list of students being served by ADANTA as requested by SCHOOL.

k. Abide by the Agreement governing the billing procedures.

l. Furnish SCHOOL with a certificate of liability insurance in the amount of $1,000,000.00.

2. The SCHOOL agrees to:

a. Provide a written, current list of students for which SCHOOL is requesting services.

b. Provide administrative support to ADANTA Therapists providing therapy services.

c. Provide a suitable workplace for ADANTA Therapists that provides an appropriate confidential setting.

d. Designate appropriate SCHOOL personnel to work with ADANTA Therapists in coordinating services provided hereunder.

e. Participate in treatment plan meetings for clients receiving therapy services as requested by ADANTA.

f. Provision of therapy services as outlined below:

i. Therapy Services Provided at the School through the School Therapy Services Agreement

- Identify individuals (clients) to receive services according to this Agreement. Clients shall be identified and approved by the Superintendent or designee.

- Agree that for identified clients presenting with or obtaining a medical card during the course of therapy services, Medicaid shall be billed for services provided. According to applicable Federal and State regulations, those clients with both Commercial Insurance and Medicaid/Managed Care shall be billed to Commercial Insurance first.

- Agree that for identified clients presenting with only Commercial Insurance during the course of therapy services, Commercial Insurance and resulting co-pays, co-insurances, and deductibles, or other such fees shall be billed to parent/guardian for services provided.

- Agree that for identified clients presenting with no payor source that a client shall be seen for one episode of care to assess and establish a Crisis Prevention Plan.

- Agree that client shall be referred to the local DCBS Family Support Office or DCBS Family Call Center at 1-855-306-8959 to discuss eligibility with client's parent or guardian regarding health coverage under the Affordable Care Act and the process to apply.

- Agree that should the client's parent or guardian fail to qualify or obtain ACA coverage, parent or guardian shall be billed full fee for any additional services for which the parent or guardian has consented for on behalf of their child.

- Agee that reimbursement to ADANTA shall be prorated and billed monthly with the amount not to exceed **$1500.00** per school year for services rendered to students in the development of the Crisis Prevention Plan.

- Agree that Specialty Groups are not covered by this agreement.

- For therapy or other services provided at the Adanta outpatient clinic, ADANTA shall seek compensation from Third Party payors and/or parent/guardians, as applicable. Parents/guardians shall be responsible for co-pays, co-insurances, deductibles, or other fees associated with services.

g. SCHOOL agrees to furnish ADANTA with a certificate of liability insurance in the amount of $1,000,000.00

IV. CONFIDENTIALITY AGREEMENT

To comply with State and Federal Regulations regarding confidential and protected health information, all SCHOOL personnel participating under this Agreement shall sign a Confidentiality Agreement, Attachment A.

V. BUSINESS ASSOCIATE AGREEMENT

To comply with the mandatory Federal Health Insurance Portability and Accountability Act of 1996, ADANTA, as a Covered Entity, recognizes the SCHOOL, as a Business Associate. Both ADANTA and the SCHOOL agree to comply with all provisions outlined in the Business Associate Agreement, Attachment B.

VI. GENERAL TERMS AND CONDITIONS

1. Confidentiality

SCHOOL agrees that it shall not, without prior written consent of ADANTA, use, reproduce, disclose, or provide to third parties any confidential documents or information obtained from or relating to ADANTA. SCHOOL shall conform to all applicable laws and regulations related to confidential or protected health information.

ADANTA agrees that it shall not, without prior written consent of the SCHOOL, use, reproduce, disclose, or provide to third parties any confidential documents or information obtained from or relating to the SCHOOL. ADANTA shall conform to all applicable laws and regulations related to confidential or protected health information.

ADANTA agrees to provide Release of Information request to parent/guardian upon intake of client, in order for SCHOOL personnel to receive pertinent information according to permission given by parent/guardian.

2. Independent Status

No relationship or partnership, employee is created by this Agreement, it being understood that ADANTA, ADANTA Therapists, or SCHOOL Personnel shall have no claim against the other parties under this Agreement or otherwise for benefits, worker's compensation, disability, or unemployment insurance benefits of any kind.

ADANTA is not authorized to enter into any Agreement on behalf of the SCHOOL; SCHOOL is not authorized to enter into any Agreement on behalf of ADANTA.

VII. MEDICAL RECORDS

The SCHOOL and ADANTA acknowledge and agree that all medical records generated in performing therapy services hereunder shall be the property of ADANTA. The parties agree to comply with all state and federal laws and regulations governing the release of these medical records.

VIII. LICENSES OR PERMITS

If any governmental license or permit shall be required for the proper and lawful conduct of business or other activity carried on or if a failure to procure such a license or permit might or would in any way affect the operation, then SCHOOL or ADANTA, at its own expense, shall duly procure and thereafter maintain such license or permit. SCHOOL or ADANTA shall submit the same to inspection by the other party. SCHOOL or ADANTA, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

IX. COMPLIANCE WITH LAWS AND REGULATIONS

SCHOOL and ADANTA agree, at its own expense, to comply with all requirements of any existing federal, state and local laws and ordinances.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, by their officers thereunder duly authorized, on the day and year first above written.

Woodford County Board of Education

Board Chair Date

Superintendent Date

The Adanta Group

Executive Director, Beverly Loy Date

THE ADANTA GROUP
CONFIDENTIALITY STATEMENT

In conjunction with Federal Public Law 104-191 (HIPAA) and 42 CFR Subtitle A, Subchapter C:

I understand and agree that in my role as an employee, volunteer, practicum student, consultant, contractor, vendor; employee family member/friend, or visitor:

- **Federal and State laws protect the confidentiality of clients and protected health information of clients** who receive services at The Adanta Group.
- **I must maintain and safeguard confidential and/or protected health information** acquired while in The Adanta Group's facilities or participating in an Adanta activity, which can identify any individual as an Adanta client.
- **I understand that I may have access to confidential** administrative, management, personnel, financial, legal, and/or strategic information, **and/or protected health information,** in the course of my job and/or during duties with, for, or on behalf of, The Adanta Group.
- **I will only** access confidential and/or protected health information I need to do my job and/or during duties with, for, or on behalf of, The Adanta Group.
- **I will not** show, tell, give, sell, review, change, or trash any confidential and/or protected health information unless it is part of my job and/or during duties with, for, or on behalf of The Adanta Group.
- **I will not misuse or be careless with** confidential and/or protected health information and **I will accept responsibility** if I do misuse or be careless with confidential and/or protected health information.
- **I will not share** any confidential and/or protected health information even if I am no longer an employee, volunteer, practicum student, consultant, contractor, vendor; employee family member/friend, or visitor of The Adanta Group.
- **I know that** my access to confidential and/or protected health information may be audited.
- **I know that** confidential and/or protected health information I learn on the job and or during duties with, for, or on behalf of, The Adanta Group, do not belong to me.
- **I know that** my access to confidential and/or protected health information can be taken away at any time.
- **I will protect** the privacy of The Adanta Group's patients and employees.
- **I will not** make unauthorized copies of any confidential and/or protected health information (including unauthorized photos of clients).
- **I understand** that unauthorized photography or filming is prohibited on Adanta premises.

SIGNATURE OF WOODFORD COUNTY BOARD OF EDUCATION – SUPERINTENDENT	***WITNESS SIGNATURE***
DATE	***DATE***