AGREEMENT FOR BEHAVIORAL HEALTH SERVICES

THIS AGREEMENT, made this 18th day of August 2018(the “Effective Date”) by and between Gallatin County Schools located in Warsaw, Kentucky(“Facility”), and United Behavioral Health Solutions INC located at 2900 Chamblee Tucker Rd Suite 16, Atlanta, GA 30341 (“Consultant”).

WHEREAS, Consultant is engaged in the business of managing and providing Telemedicine Psychiatric Services (as hereinafter defined) through Licensed Psychiatrists and Nurse Practitioners, (collectively, “Clinicians”), and

WHEREAS, Consultant has engaged Clinicians to provide Services hereunder, either directly as employees or indirectly under a management agreement, and

WHEREAS, Facility desires to provide to its residents on an as needed basis, psychiatric health services, and desires to engage Consultant to provide the Services, either directly through its employees or by independent contractors for whom it provides management services, and

WHEREAS, the parties wish to set forth herein their agreement regarding the terms and conditions on which Clinicians and Consultant shall provide Services to the Facility.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

1. **ENGAGEMENT: RESPONSIBILITIES OF CLINICIAN AND CONSULTANT**.
2. **Services**. Subject to the terms and conditions of this Agreement, Facility hereby engages Consultant to provide, on an as needed basis, routine, timely and comprehensive psychiatric assessments to include initial evaluations and medication management to students of the Facility as requested by Facility (the “Services”), which Services are described more fully in Exhibit A, which is attached hereto and made a part of this Agreement, as regulated by state and federal law. Consultant hereby accepts such engagement and agrees to provide said Services in accordance with the terms of this Agreement. Consultant shall provide, at its own expense, all equipment, instruments, and supplies needed to perform the Services.
3. **Documentation**. Consultant shall submit, or have Clinicians submit, to Facility, on a weekly basis, appropriate documentation of Services provided hereunder; such documentation shall be in a form acceptable to Facility, and shall contain the information as may be reasonably requested by Facility.
4. **Coordination of Services**. In order to facilitate the Facility’s achievement of its goals and objectives, and the efficient delivery of appropriate care to Facility patients, Facility, through its Administrator and Medical Director, and Consultant, through its Clinicians, shall coordinate their activities in connection with the Services hereunder.
5. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONSULTANT**. Consultant represents and warrants to Facility, upon execution and throughout the term of this Agreement, and agrees with Facility, as follows:
6. Consultant is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the Services required under, this Agreement.
7. The Clinicians have never had any professional licenses or certifications in the State of Georgia, or in any other jurisdiction, denied, suspended, revoked, terminated, or voluntarily relinquished under threat of disciplinary action, or restricted in any way.
8. Clinicians shall perform the Services required hereunder without regard to race, creed, color, national origin, age, sex, religion, handicap or payment status and in accordance with:
9. all applicable federal, state and local laws, rules and regulations;
10. all applicable standards of all relevant accrediting organizations; and
11. all applicable reasonable policies, rules and regulations of Facility.
12. Clinicians shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Consultant to perform the Services required of Consultant under this Agreement. Clinicians shall provide to Facilities, upon execution of this Agreement and anytime thereafter upon request, copies of licenses and certifications necessary for the Clinicians’ provision of the Services.
13. Consultant participates in the Federal Medicare program and in the Medicaid program in the State of Georgia.
14. All information provided by Consultant and Clinicians to Facility regarding Services rendered hereunder is true and accurate.
15. Consultant shall, with respect to each of its Clinicians, employees or agents who have access to the Facility: (i) perform, prior to the performance by such Clinician, employee or agent of any Services under this Agreement, a criminal history background check to identify any conviction or entry of a plea of “guilty,” “no contest,” or “nolo contendere” for theft, violence/sexual assault and/or drug-related activity (a “Background Check”), and (ii) perform a Background Check on an annual basis thereafter during the term (including any renewal term) of this Agreement. Consultant shall promptly notify Facility in writing of any conviction for theft, violence/sexual assault or drug-related activity, or the entry of a plea of “guilty,” “no contest,” or “nolo contendere” to any felony or any crime involving moral turpitude, fraud, or dishonesty with respect to any person Consultant intends to employ or retain or has employed or retained who have access to Facility and Facility shall have the right to prohibit entry onto the Facility by any such person.
16. **DUTIES AND OBLIGATIONS OF FACILITY AND CONSULTING AGENCY**
17. Facility shall provide the agency with a potential roster of students and any medication changes at least 24 hours before scheduled appointment.
18. Facility shall coordinate with the Consulting Agency on scheduling and make all efforts to assure that routine schedules are met.
19. Consulting Agency will confirm upcoming appointments on a weekly basis.
20. Consulting Agency will provide access to emergency services sessions for facilities outside of the regularly scheduled sessions.
21. Consulting Agency will provide electronic version of notes and medication recommendations within 48 hours of appointments.
22. Facility and Consulting Agency each agree to refrain from canceling scheduled appointments without at least 24 hours notice. It is understood that emergencies will occur, however, facilities who cancel more than two times without 24 hours notice will lose their scheduled appointments in the future and must return any equipment provided to them or pay the maintenance fee.
23. Facility shall provide all administrative services incidental to the Services contemplated hereunder except patient billing.
24. Facility shall retain professional and administrative responsibility for the Services rendered.
25. **BILLING**.

Facility shall have no responsibility for billing patients for the Services provided by Clinicians. In accordance with the separate Management and Billing Services Agreement entered into between Consultant and Clinician, Consultant shall bill Facility patients or the appropriate third parties payers directly for all Services provided by Clinicians. Consultant shall bill Clinicians’ usual and customary charges for said Services. Consultant shall provide its current fee schedule to Facility when this Agreement is fully executed and thereafter from time to time upon request by Facility. The amounts collected from such billings constitute Clinician’s sole compensation for Services provided by Consultant pursuant to this Agreement, and neither Consultant nor its Clinicians shall be entitled to any further compensation for said Services from Facility. If Consultant, on behalf of its licensed Clinicians, is required to bill and collect for services directly from a patient or responsible party, Services shall be provided to private pay, third party insurance, VA and HMO patients only after Clinician receives satisfactory documentation or other evidence concerning the willingness and ability of the responsible party or patient to pay Clinician for such Services in accordance with Clinician’s credit and collection policies. Facility shall provide Clinicians’ on-site staff, on an ongoing basis, with such documentation and other evidence regarding such patients’ payer status or as is necessary for determinations required hereunder, as permitted by applicable law, in a timely manner.

1. **TERM**.
2. The initial term of this agreement shall be for a period of one (1) year (“Initial Term”), commencing on the Effective Date set forth above, unless sooner terminated as provided in Paragraph 5(b) below. At the end of the Initial Term, this Agreement shall renew for successive terms of one (1) year, unless terminated as provided in Paragraph 5(b) below.
3. Either party may terminate this Agreement with or without cause at any time upon written notice to the other party hereto specifying the date on which such termination is to be effective, provided that such date must be not less than thirty (30) days following the date on which such notice is given.
4. **RECORDS**.
5. Consultant and/or Clinician, as the case may be, shall keep and maintain such records relating to the Services rendered hereunder in accordance with accepted professional standards and practices, and as may be required by Facility and by any fiscal intermediary, federal, state or local government agency or other party to whom billings for Clinicians’ Services are rendered. Consultant further agrees to make all such records available upon request for inspection or copying by Facility, subject to any federal or state laws relating to confidentiality of such records.
6. Pursuant to subsection 1395(X)(V)(1)(A) of Title 42 of the United States Code, until the expiration of seven (7) years after the termination of this Agreement, Consultant, by and through its Clinicians, shall make available, upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by Consultant, and its Clinicians, under this Agreement.
7. Consultant further agrees that if Consultant carries out any of its duties under this Agreement through a subcontract with a value or cost of TEN THOUSAND ($10,000.00) DOLLARS or more over a twelve (12) month period with an affiliate or other related organization, such contract shall contain a clause to the effect that until the expiration of seven (7) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.
8. **INDEPENDENT CONTRACTOR**. In the performance of their duties and obligations under this Agreement, it is mutually understood and agreed that Consultant and each Clinician shall at all times be acting in the capacity of independent contractors of Facility and each other. It is expressly agreed by the parties hereto that no work, act, commission or omission by Consultant or any Clinician pursuant to the terms and conditions of this Agreement shall be construed to make or render Consultant or such Clinician(s) the agent, employee, or partner of Facility. Where required by law, Consultant and Clinician shall pay all compensation, benefits, payroll taxes and worker’s compensation for all personnel it furnishes hereunder, and Consultant and Clinician shall hold Facility harmless and free from liability or costs (including attorneys’ fees) arising from any claim of or on behalf of any governmental agency or any other entity, or individual alleging that any individual furnished by Consultant or any Clinician under this Agreement is an employee of Facility.
9. **CONFIDENTIALITY**.

(a) **Facility Information.** Consultant agrees that Consultant and each Clinician will not at any time, either during or for a period of five (5) years subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Facility’s express prior written consent, except pursuant to its duties hereunder, any confidential or proprietary information of Facility, including, but not limited to, information which concerns Facility’s patients, costs, prices and treatment methods at any time used, developed or made by Facility and which is not otherwise available to the public.

(b) **Terms of this Agreement**. Except for disclosure to their legal counsel, accountant, or financial advisors, Facility, Clinician, and Consultant shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

(c) **Patient Information**. Consultant and Facility will, as of the date of this Agreement, execute a Business Associate Agreement in the form set forth at Exhibit B.

1. **LIABILITY AND INSURANCE**.
2. Consultant shall indemnify and hold harmless Facility and Facility’s directors, officers, members, employees and agents (each, a “Facility Indemnitee”) from and against any and all claims, demands, actions, liabilities, costs and expenses (including attorneys fees) arising out of or in connection with (i) the Services provided by Consultant or any Clinician under this Agreement; (ii) any breach on the part of Consultant or any Clinician of any provision of this Agreement; and (iii) the acts or omissions of Consultant, its employees and agents and any Clinician, in connection with this Agreement. In case of any action or proceeding brought against any Facility Indemnitee by reason of any such claim, Consultant and/or Clinician, as the case may be, shall defend the action or proceeding with legal counsel acceptable to Facility, and no such action or proceeding may be settled or compromised without the prior written consent of Facility. This provision shall survive any termination or expiration of this Agreement.
3. Consultant and each Clinician shall at all times maintain general and professional liability insurance, insuring itself and the acts of its Clinicians in the amount of $1,000,000.00 per incident and $3,000,000.00 in the aggregate. Consultant and Clinician shall submit to Facility, prior to the commencement of behavioral health services hereunder, a copy of a policy or certificate of insurance evidencing such insurance, issued by a carrier reasonably acceptable to.
4. **NOTICES**. Any notice or other communication by either party to the other shall be in writing and shall be given and be deemed to have been duly given, upon the date delivered if delivered personally, or upon the date received if sent by receipted overnight courier or mailed postage pre-paid by certified mail return receipt requested, in either case addressed to the address of the other party as indicated at the beginning of this Agreement or to such other address as either party may designate in writing by notice to the following addresses:

If to Consultant: A.J. Norris

United Behavioral Health Solutions INC

2900 Chamblee Tucker Rd

Suite 16

Atlanta, GA 30341

If to Facility: Gallatin County Schools

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **ASSIGNMENT AND SUBCONTRACTING**. The Services to be performed pursuant to this Agreement are personal in character and neither this Agreement nor any of the duties or obligations of any party may be assigned, delegated, or subcontracted without the prior written consent of the other party, except as otherwise described throughout this Agreement. Notwithstanding the foregoing, Facility shall have the right to transfer this Agreement to its parent corporation, if any, or any of its subsidiaries or affiliates, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase, or public offering as long as the surviving entity assumes all of Facility’s obligations hereunder.
2. **ENTIRE AGREEMENT; MODIFICATION**. This Agreement, including the Exhibits hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements between the parties with respect to the subject matter hereof. No modification of this Agreement shall be valid unless it is in writing and signed by authorized signatories of both parties hereto.
3. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard to the conflicts of law provisions of such state.
4. **PROFESSIONAL/PATIENT RELATIONSHIP**. No provision of this Agreement shall be construed so as to restrict in any respect any resident’s (or his or her custodian’s) right to complete freedom of choice as to utilization of the Services of any Clinician or any other health professional, nor to restrict in any respect Clinicians’ freedom to examine or treat any resident or any other patient whatsoever.
5. **Compliance with Laws**. Consultant, and any Consultant personnel performing services hereunder, including without limitation Clinicians, and Facility agree at all times during the existence of this Agreement to comply with all federal, state and local laws, rules, ordinances and regulations as they relate to this Agreement and to comply with all professional and applicable policies, rules and regulations of Facility. The parties intend and in good faith believe this Agreement complies with the provisions of all Medicare and Medicaid statutes and all other federal and state laws (collectively “Laws”). Should either party express a reasonable belief this Agreement is contrary to any provision of said Laws, or the regulations promulgated thereunder, or any case law or other authority, then the parties agree to attempt in good faith to renegotiate the provision or provisions in question to the mutual satisfaction of all parties. If an agreement cannot be reached within thirty (30) days, this Agreement may be immediately terminated by either party.
6. **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.
7. **SEVERABILITY**. The invalidity or unenforceability of a portion of this Agreement will not effect the validity or enforceability of the remainder hereof.
8. **TITLES AND CAPTIONS**. All section or subsection titles or captions contained herein are for convenience only and are not deemed part of the rest hereof.
9. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement.

**SIGNATURE PAGE TO**

**AGREEMENT FOR BEHAVIORAL HEALTH SERVICES**

**In Witness Whereof**, the parties have executed this Agreement on the Effective Date first above written.

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| **CONSULTANT:**  **United Behavioral Health Solutions I/nc**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: AJ. Norris, M.Ed. Director of Operations  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **FACILITY:**    **Gallatin County Schools**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

# SERVICES TO BE PROVIDED BY UBHS, INC. LICENSED PROFESSIONALS

BEHAVIORAL HEALTH SERVICES

Licensed Clinical Social Workers and/or Psychologists shall perform the following duties and have the following obligations:

1. Evaluate and record the behavioral health status of each patient that the Facility deems appropriate for Evaluation as evidenced by clinical indicators, i.e., MDS triggers, Medical, Nursing and Social Services personnel’s documentation including treatment plans, progress notes and discharge summaries.
2. Provide in-service programs to the professional and nonprofessional staff of Facility on an agreed upon basis.
3. Supply to Facility such information and data in the psychological records of patients as may be required for compliance with state and federal laws and regulations.
4. Obtain prior authorization for procedures from responsible parties of patients and third party payers.

Psychotropic Medication Management SERVICES

Psychiatrists and/or Specialty Nurse Practitioners shall perform the following duties and have the following obligations:

1. Evaluate and record the psychiatric status of each patient that the Facility deems appropriate for Evaluation as evidenced by clinical indicators, i.e., MDS triggers, Medical, Nursing and Social Services personnel’s documentation.
2. Provide follow up consults to manage and make recommendations as to Psychotropic Medications (via telepsychiatry) usage and dosage to designated staff members.
3. Supply to the facility such information and data in the psychiatric records of the patient as may be required for compliance with state and federal laws and regulations.
4. Obtain prior authorization for procedures from responsible parties of patients and third party payers.

**EXHIBIT B**

**BUSINESS ASSOCIATE AGREEMENT**

**THIS BUSINESS ASSOCIATE AGREEMENT** (the “Agreement”) is effective this 13th day of July, 2018 (the “Effective Date”) by and between Gallatin County Schools (the “Covered Entity”), and United Behavior Health Solutions INC (the “Business Associate”).

**RECITALS**

**WHEREAS**, Covered Entity and Business Associate are parties to an agreement (the “Underlying Agreement” as defined below), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate certain individually identifiable protected health information (“PHI” as defined below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (“HIPAA”); and

**WHEREAS**, the parties desire to comply with the HIPAA standards for the privacy of PHI of patients of Covered Entity; and

**NOW THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Covered Entity and Business Associate enter into this Agreement to provide a full statement of their respective responsibilities.

1. DEFINITIONS
   1. **Generally**. Unless otherwise provided herein, capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 CFR parts 142, 160 and 164.
   2. **Business Associate** shall mean United Behavioral Health Solutions INC
   3. **Covered Entity** shall mean Gallatin County Schools
   4. **Designated Record Set** shall mean a group of medical records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case management record systems maintained by or for a health plan; or (iii) used in whole or part, by or for the covered entity to make decisions about individuals. For the purposes of this paragraph, the term *record* means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
   5. **Individual** shall have the same meaning as the term “individual” in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

* 1. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

* 1. **Protected Health Information or PHI** shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

* 1. **Required By Law** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.501.

* 1. **Secretary** shall mean the Secretary of the Department of Health and Human Services, or his/her designee.

* 1. **Underlying Agreement** shall mean the Agreement for Behavioral Health Services effective as of the above date, by and between Covered Entity and Business Associate. Pursuant to this Underlying Agreement, Business Associate and Covered Entity have a contractual relationship that involves the use and disclosure of PHI (the “Services”). Business Associate agrees to only use and disclose PHI as authorized by this Agreement.

* 1. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information, with respect to individually identifiable health information.

1. SCOPE OF USE OF PHI
   1. **Performance of Agreement**. Business Associate, its Clinicians (as defined in the Underlying Agreement), employees, agents and independent contractors (collectively referred to as “Business Associate”) may (1) use PHI solely to perform its duties under the Underlying Agreement, (2) as directed by the Covered Entity and (3) as allowed by the terms of the Underlying Agreement and this Agreement. All other uses or disclosures not authorized by this Agreement are prohibited.
   2. **Safeguards for Protection of PHI**. Business Associate agrees that it will use commercially reasonable efforts to protect and safeguard from any oral and written disclosure all PHI, regardless of the type of media on which it is stored (e.g., written or electronic, etc.), with which it may come into contact in accordance with applicable statutes and regulations, including, but not limited to, HIPAA, including without limitation:
      * 1. implementing and maintaining appropriate policies and procedures to protect and safeguard the PHI; and
        2. using appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law.
   3. **Reporting of Unauthorized Use**. Business Associate shall promptly report to Covered Entity in writing within five (5) business days of discovery of any unauthorized use or disclosure of PHI in violation of this Agreement or any law. Business Associate will indemnify and hold Covered Entity and Covered Entity’s directors, officers, members, employees and agents harmless from all claims, actions, liabilities, costs and damages arising out of or in any manner connected with the disclosure by Business Associate or any of its Clinicians, employees, agents or independent contractors of any PHI. Business Associate shall implement and maintain sanctions for any Clinician, employee, subcontractor, or agent who violates the requirements of this Agreement or the HIPAA regulations. Business Associate shall, as requested by Covered Entity, take steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or any of its Clinicians, employees, agents or independent contractors in violation of the requirements of this Agreement.
   4. **Use of Subcontractors**. To the extent Business Associate uses one or more subcontractors (including without limitation Clinicians) to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate agrees that it will ensure that each such subcontractor or agent shall agree, in writing, to all of the same restrictions, terms and conditions that apply to Business Associate in this Agreement.
   5. **Breach or Misuse of PHI**. Business Associate recognizes that any breach of confidentiality or misuse of information found in and obtained from records may result in the termination of this Agreement and legal action.
2. AMENDMENT OF PHI
   1. **Access to PHI.** Business Associate shall make an Individual’s PHI available to Covered Entity within five (5) business days of an Individual’s request for such information as notified by Covered Entity.
   2. **Amendments to PHI**. Business Associate shall make PHI available for amendment and correction and shall incorporate any amendments or corrections to PHI within fifteen (15) business days of notification by Covered Entity.
3. AVAILABILITY, AUDITS AND INSPECTIONS
   1. **Availability of PHI**. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI 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 C.F.R. §164.524.
   2. **Accounting of Disclosures**. Business Associate agrees to document such disclosures of PHI 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 PHI in accordance with 45 C.F.R. §164.52.
   3. **Provide Accounting**. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 4.2 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.52.
   4. **Access to HHS**. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of Health and Human Services or designee (“HHS”) for purposes of determining Covered Entity’s compliance with HIPAA and the corresponding privacy regulations (45 C.F.R. §§ 164.500 – 534). Upon Covered Entity’s request, Business Associate shall provide Covered Entity with copies of any information it has made available to HHS under this section of the Agreement.
   5. **Business Associate Amendments to PHI**. Business Associate agrees to make any amendment(s) to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
4. Obligations of Covered entity

5.1 **Notice of Privacy Practices**. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

5.2 **Changes on Use of PHI**. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

5.3 **Restrictions on Use of PHI**. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522.

1. TERM/TERMINATION
   1. **Term and Termination**. This Agreement shall become effective as of the Effective Dateand shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are to extend to such information, in accordance with the provisions of this Agreement.
   2. **Termination After Notice and Right to Cure**. If the Covered Entity reasonably determines that the Business Associate has committed a material breach of this Agreement, Business Associate shall have thirty (30) calendar days, after delivery from Covered Entity of written notice pursuant to Section 7.2, to remedy the breach and provide evidence of cure to the Covered Entity. If such material breach is not cured within that time, Covered Entity may terminate this Agreement or the Underlying Agreement without additional notice to Business Associate. For the purposes of this Agreement, material breach shall include, but not be limited to, improper use or disclosure of PHI or failure to implement protective safeguards or diminution of Business Associates’ reported security procedures which are satisfactory to the Covered Entity, as determined by the Covered Entity in its sole discretion. This Agreement shall automatically terminate upon the termination or expiration of the Underlying Agreement.
   3. **Termination After Repeated Material Breaches**. Covered Entity may terminate this Agreement and the Underlying Agreement without penalty if Business Associate commits repeated material breaches of this Agreement or any provision hereof, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same. Repeated material breach means more than one material breach of this Agreement.
   4. **Return and Destruction of PHI**. Within fifteen (15) business days of the expiration or earlier termination of this Agreement or Underlying Agreement for whatever reason, Business Associate agrees that it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of Covered Entity which Business Associate maintains in any form, and retain no copies of such information.
   5. **No Feasible Return and Destruction of PHI.** To the extent such return or destruction of PHI is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible. Business Associate shall remain bound by the provisions of this Agreement, even after termination of this Agreement or the Underlying Agreement until such time as all PHI has been returned or otherwise destroyed as provided in this section.
   6. **Effect of Termination**. All rights, duties and obligations of Business Associate established in this Agreement shall survive the termination of this Agreement.
2. OTHER PROVISIONS
   1. **Construction**. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and the HIPAA regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and HIPAA.
   2. **Notice**. All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage pre‑paid, sent by receipted overnight courier, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.
   3. **Amendments; Entire Agreement**. The parties recognize that this Agreement may need to be modified from time to time to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA. No change in or addition to this Agreement shall be valid unless evidenced by a writing executed by Covered Entity and Business Associate, such amendment(s) to become effective on the date stipulated therein. The parties agree to take such action to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. This Agreement, together with the Underlying Agreement, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements between the parties with respect to the subject matter hereof.
   4. **Assignment**. Covered Entity has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate’s interest under this Agreement may not be transferred or assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entity.
   5. **Governing Law**. This Agreement has been executed and delivered in, and shall be interpreted, construed, and governed by the laws of the State of Kentucky, without regard to principles of conflicts of laws.
   6. **Headings**. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
   7. **Binding Effect**. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
   8. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one Agreement.
   9. **Gender and Number**. The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word “person” or “party” shall mean and include any individual, trust, corporation, partnership or other entity.
   10. **Priority of Agreement.** If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Amendment shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are to be ratified in their entirety.
   11. **No Construction Against Drafter**. This Agreement is not to be construed against the drafting party.
   12. **Authority To Contract**. Each party represents and warrants that said party is authorized to enter into this Agreement and to be bound by the terms of it.
   13. **Arbitration**. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, or any other dispute, controversy or claim between any of the parties hereto shall be settled by arbitration in Atlanta, Georgia in accordance with the Rules of the American Arbitration Association then pertaining in Georgia (“AAA Rules”), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected in the manner provided in the AAA Rules. The number of arbitrators shall be one (1). The arbitrator shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; provided, however, that nothing in this Section 7.13 shall be construed so as to deny any party hereto the right and power to seek and obtain injunctive relief in a court of equity for any breach or threatened breach by any party of any provision contained herein.
   14. **Submission to Jurisdiction**. Subject to the provisions of Section 7.13 above (so that in the event of any inconsistency between the terms of this Section 7.14 and the terms of Section 7.13 above, the terms of Section 7.13 govern), each of the parties irrevocably and unconditionally: (i) agree that any suit, action, or other legal proceeding arising out of, or relating to, this Agreement shall be brought in the state or federal courts situated in Fulton County, Georgia or any other jurisdiction determined by Covered Entity; (ii) consent to the jurisdiction of each such court in any such suit, action, or proceeding; (iii) waive any objection which it may have to the laying of venue of any such suit, action, or proceeding in any such court; and (iv) agree that service of any court paper may be affected on such party by any manner as may be provided under applicable laws or court rules.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands effective the day and year first above written.

**COVERED ENTITY:**

**Gallatin County schools**

By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**BUSINESS ASSOCIATE:**

**UNITED BEHAVIORAL HEALTH SOLUTIONS INC**

By:

Name:A.J. Norris, M.Ed. Director of Operations

Title:

Address: Attn: UBHS INC

2900 Chamblee Tucker Rd

Suite 16

Atlanta, GA 30341