



Bullitt County Public Schools

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TO: Jesse Bacon, Superintendent *JB*
Becky Sexton, Assistant Superintendent for Support Services
Adrienne Usher, Assistant Superintendent for Student Learning

FROM: Troy Kolb, Director of Special Education *TK*

DATE: June 4, 2019

RE: Contract: Centerstone Mental Health / Behavioral Health Services

The BCPS Department of Special Education is requesting approval for the continuation of the attached MOA with Centerstone of Kentucky, Inc for the 2019-2020 school year. This agreement will continue the provision of therapeutic mental health and behavioral health services, staff training, classroom behavioral assessments, and consultation in order to enhance students' educational experiences by 1) assisting students in building skills to improve negative attitude behaviors, or inadequate social functioning related to learning, and 2) promoting an optimal level of interpersonal skills for students.

Please let me know if I can answer any additional questions on this matter.

Equal Education and Employment Institution

BSexton

AGREEMENT BETWEEN
BULLITT CO BOARD OF EDUCATION
AND
CENTERSTONE OF KENTUCKY, INC.

The BULLITT County Board of Education (Board of Education) and Centerstone of Kentucky, Inc. (CKY), enter this Agreement for professional services.

Board of Education and CKY agree to the following:

- I. CKY shall provide the Board of Education a Master's-level therapists who will provide therapy services, psycho education services, staff training, classroom behavioral assessments, and consultation for the purposes of enhancing students' education experience by 1) assisting students in building skills to improve negative attitudes, behaviors, or inadequate social functioning related to learning, and 2) promoting and optimal level of interpersonal skills for students. This cost will cover all duties listed above as well as additional requests that are approved by the Board of Education and CKY. This contract covers the school year June 2019 - June 2020.
 - a. CKY shall provide mental and/or behavioral health therapy services designed to promote skill development as described above.
 - b. CKY shall provide psycho educational services to include specific activities related to the reason for referral and measurable outcomes.
 - c. CKY shall provide psycho educational services to address the following issues, among others; drug and alcohol awareness, managing anger, parent support groups, developing self esteem, social skills development, etc.
 - d. CKY shall provide training, upon request, to teachers, counselors, and any other identified parties to address the following issues, among others: behavior intervention/classroom management, mental illness in children and how it relates to the classroom, child development, post secondary trauma, suicide risk, etc.
 - e. CKY shall provide consultation, upon request, to teachers, counselors, and any other identified parties to address the following issues within a school environment, among others: classroom behavior, classroom observations, classroom observations, program planning, and program development.
 - f. CKY shall document all services it provides pursuant to this Agreement including the date of service, the type of services, group/individual characteristics of students' served, and recommendations pertinent to the services it has provided. CKY shall submit this documentation, subject to its

confidentiality policies and procedures and the attached business associate agreement, executed as party of this agreement in accordance with the Health Insurance Portability and Accountability Act (HIPPA) of 1996.

- g. CKY shall schedule services it provides so as to avoid any conflict with Board of Education holidays and/or programming/activities.
- h. In the Event that a CKY staff person is unable, because of illness or injury, to provide services under this Agreement, CKY shall provide a mutually agreed upon plan to recover services.
- i. CKY shall bill any medically necessary mental health/behavioral health services, when appropriate payer sources are available, it provides to Board of Education students pursuant to this Agreement as follows:
 - i. Children and families who have coverall for mental health services through a third party (e.g. Medicaid, KCHIP, or private insurance) shall be billed through their payer;
 - ii. Children who have no third party payer source, payment will be covered by the contracted services listed above for individual and family therapy services and Psychoeducational services. Board of Education is not responsible for charges for group services but CKY may limit participants to 1 child per 5 group members.
 - iii. Children who have third party payer source but need services outside of what their payer source is willing to cover (psycho education, classroom consultation, ongoing classroom supports, etc.), payment will be covered by contracted services listed above for individual and family therapy services and Psychoeducational services. Board of Education is not responsible for charges for group services but CKY may limit participants to 1 child per 5 group members.

J. CKY shall collect the following fees from the Board of Education

- a. Individual and Family Therapy services: &75.00
- b. Psychoeducational services: \$100.00 per hour

II. For purposes of this Agreement, the following definitions shall apply:

- A. Therapy Services-Mental Health Services to clients, who are required to have an open medical record with CKY and a DSM-V diagnosis. All clients receiving services have specific behavioral, measurable treatment goals that are developed with input from the client, parent, teachers, or other appropriate parties. Therapy services shall include:
 - a. Individual Therapy-One client seen for session

- b. Family Therapy-Client present with one or more family members seen or caregivers seen without client present when indicated by diagnosis and treatment plan for session.
 - c. Group Therapy-Two or more clients seen for session.
 - B. Psycho education Services-Prevention oriented services provided in groups that are informational. Enrollment is open; participants do not have to be CKY clients.
 - C. Consultation: Activities by the therapists that include, but are not limited to:
 - a) suggestions for teachers/school counselors/other identified parties, on client and classroom behavior, b) classroom observations and, c) input on program planning and development.
- III. CKY shall comply with all applicable policies of the Board of Education, FRYSC, and individual schools, copies of which the Board of Education will provide.
- IV. Upon request, CKY shall provide the Board of Education with a copy of its certificate of professional liability insurance.
- V. CKY shall hold the Board of Education and its agents and employees harmless from indemnify them against any claims, demands, actions, or judgments resulting from the actions of CKY or its agents or employees pursuant to this agreement.
- VI. Board of Education Shall:
 - a. Provide CKY will copies of all policies which CKY is required to comply.
 - b. Provide CKY with access to all relevant data necessary for CKY therapists to provide therapy services, psycho educational services, and consultation pursuant to this Agreement, subject to attached Business Associate Agreement.
 - c. Provide CKY will adequate confidential work space.
 - d. Hold CKY and its agents and employee harmless from and indemnify them against any claims, demands, actions, or judgments resulting from the actions of the Board of Education or its agents or employees pursuant to this Agreement.
- VII. CKY and Board of Education will meet on a regular basis to discuss contract, the therapists providing services, and oversee the functioning of this contract to ensure quality to consumers.
- VIII. The term of this Agreement will begin on June 1, 2019 and shall expire on June 30, 2020. Either party may terminate this Agreement with thirty days' written notice to other party.

Centerstone of Kentucky, Inc.

Abbreial Drane, CPA, MBA

President and CEO

Date: _____

Bullitt County Board of Education

Date: _____

Business Associate Agreement

This Business Associate Agreement, is entered into as of August 31, 2017 between **Centerstone of Kentucky, Inc., 1101 Lynn Station Rd., Louisville, KY 40299** hereinafter referred to as "CKY" fulfilling the role of ☐ Covered Entity ☒ Business Associate and Bullitt County Public Schools fulfilling the role of ☒ Covered Entity ☐ Business Associate.

Recitals

- A. BUSINESS ASSOCIATE performs, or assists in the performance, of a function or activity or provides services of a type for COVERED ENTITY that make BUSINESS ASSOCIATE a "business associate" for the purposes of the HIPAA privacy regulations.
- B. COVERED ENTITY will disclose protected health information to BUSINESS ASSOCIATE in conjunction with the function, activity, or services performed or provided by BUSINESS ASSOCIATE.
- C. COVERED ENTITY will disclose electronic protected health information to BUSINESS ASSOCIATE in conjunction with the function, activity, or services performed or provided by BUSINESS ASSOCIATE.
- D. COVERED ENTITY and BUSINESS ASSOCIATE desire to enter into a contract as required by the HIPAA privacy and security regulations to provide satisfactory assurance to COVERED ENTITY that BUSINESS ASSOCIATE will appropriately safeguard that protected health information.

The purpose of this agreement is to define the uses and disclosures of "protected health information" (PHI) consistent with the legal requirements established for covered entities, business associates and their subcontractors by the Privacy and Security Rule of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA Rules).

NOW THEREFORE, COVERED ENTITY and BUSINESS ASSOCIATE agree as follows:

I Definitions:

- (a) Breach – shall mean any actual unauthorized acquisition, access, use or disclosure of unsecured Protected Health Information (PHI)
- (b) Business Associate- shall have the same meaning as the term "business associate" at 45 CFR 160.103
- (c) Covered Entity – shall have the same meaning as the term "covered entity" at 45 CFR 160.103
- (d) HIPAA Rules – shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (e) Protected Health Information (PHI) – shall mean individually identifiable health information regardless of whether it is maintained in electronic or non-electronic form.

- (f) Electronic Protected Health Information - shall mean individually identifiable health information that is transmitted in electronic media.
- (g) Secretary – shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Unsecured – shall mean either paper-based or electronic health information that is not secured through the use of technology or methodology that renders is unusable, unreadable, or indecipherable to unauthorized individuals. Acceptable methods for securing PHI, as defined by HHS, are encryption or destruction.
- (i) Catch-all definition: terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in 45 CFR PARTS 160 and 164 (HIPAA Rules).

II Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
 - (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.
 - (c) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
 - (d) Report to covered entity any use or disclosures of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
1. Business Associate agrees to report to the Covered Entity any use or disclosure of protected health information not permitted by this contract of which it becomes aware, including breaches of unsecured protected health information as required by the HIPAA Breach Notification Rule. Further, Business Associate shall report to Covered Entity any security incident of which it becomes aware. This report shall be given to Covered Entity as soon as possible after Business Associate discovers the impermissible use or disclosure but not more than twenty (20) days after the discovery.

2. Business Associate shall mitigate any harmful effect that is known to it for the breach, use or disclosure of PHI by Business Associate in violation of this Agreement, including conducting a breach risk assessment to determine whether PHI has been compromised and notification to individuals is required. Business Associate shall be responsible for the notification of individuals as required and in the manner as set forth in the Privacy and Security Regulations. Business Associate shall be responsible for all costs associated with the responsibility to provide notification to individuals.
3. Any notice required under this Agreement to be given to a party shall be made to :

Centerstone of Kentucky, Inc.

Barbara Orr, RHIA, CPHQ

Health Information Officer

Centerstone of Kentucky, Inc.

1101 Lynn Station Rd.

Louisville, KY 40299

Phone: 502-589-8600

Facsimile: 502-589-8745

County Public Schools

Highway 44 East
Berdsville, KY 40165

- (e) Make available protected health information in a designated record set to the Covered Entity or the individual to whom such protected health information relates or his or her authorized representative as necessary to satisfy covered entity's obligations under 45 CFR §164.524.
- (f) Make any amendment(s) to the protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligation under 45 CFR 164.526.
- (g) Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

- (i) Make internal practices, books, and records, available to Seven Counties or to the Secretary for the purpose of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may use or disclose protected health information necessary to perform functions, activities, or services as set forth in contract / services agreement.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary procedures.
- (d) Business Associate may use or disclose protected health information only in a manner that would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- (a) Covered Entity shall notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

V. Terms and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date signed by both parties, and shall terminate when all of the PHI is destroyed or returned to Centerstone of Kentucky, Inc., or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CRF Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information,
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section III above.
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) The obligations of Business Associate shall survive the termination of this Agreement.

VI. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Privacy Rule, the HIPAA Security Rule and the HIPAA Breach Notification Rule as each may be amended from time to time.


In witness whereof, the parties hereto have executed this agreement as of the date signed by both parties.

Centerstone of Kentucky, Inc.

Bullitt County Public Schools

By

:


Name

Title

By

:

Name

Title

Date

Date