

Contract Request Checklist



ALL FIELDS MUST BE COMPLETED

CONTRACTING PARTY: Powell County Board of Education		COMMENCEMENT DATE: 8-1-2022
CHECK ONE:	<input type="checkbox"/> New Contract <input checked="" type="checkbox"/> Contract Renewal <input type="checkbox"/> Contract Amendment	CONTRACT END DATE: 05-31-2023
Name of New Vista Requestor:	LaToya Vaughn	Type of Agreement: MOA <small>(see required Lease language below)</small>
Location:	Powell Co. - CEMP	Contact Name with Contracting Party: Laura D Young
Unit/Cost Center:	225	Title: School Nutrition Director
Phone:	859-626-5030	Address: Powell County Board of Education P.O. Box180 Stanton, KY 40380
		Phone Number: 606-623-3300
		Email Address: laura.young@powell.kyschools.us

SUMMARY, BACKGROUND & PURPOSE OF CONTRACT:

This is a renewal of the MOA between New Vista and the Powell County Board of Education. The purpose of this MOA is to allow New Vista to provide mental health services and service coordination within the school district.

Financial Terms: Finance Reviewer Initial:	N/A - Content and liability insurance reviewed and approved by Finance (Dana Royse)		
Purchasing Terms: Bidding, Facilities/ Maintenance, Utilities Purchasing Reviewer Initial:	N/A		
HR Terms: Labor, Comp & Benefits, Certifications/Licenses & Education HR Reviewer Initials:	N/A		
Auto-Renewal Clause (Y/N)? If yes, describe terms	No		
BAA Required (Y/N)? See Below Corp Compliance Reviewer Initial:	No	Legal Review Required (Y/N)?	No

BUSINESS ASSOCIATE AGREEMENT (BAA):

A Business Associate (BA) is a person or entity, other than an employee, who creates, receives, maintains, or transmits PHI on behalf of New Vista, OR who provides services to or for us that could involve either access to PHI or potential disclosure of PHI. Because a BA has access to our client PHI, we must ensure that the BA appropriately utilizes and safeguards our client PHI while in their care. We ensure that they do and hold them accountable by executing a Business Associate Agreement (BAA). Here are a few examples of business associates that require such agreement: •Janitors • Contract staff • Interpreters • Transcriptionists • Shred companies • Attorneys • Auditors •Consultants.

Any contract, agreement or MOU that requires a BAA should be reviewed and BAA signed by the Compliance Officer prior to CEO signature request; attach signed BAA to the checklist and contract for signature. (The Compliance Officer should always be consulted prior to signature requests if you are unsure if a BAA is required.)

Signature of Requestor/Date*

LaToya Burns-Vaughn 6-6-2023

Signature of
Executive Leader/Date*

Nikki Janait

*By signing, I agree that I have reviewed the contract, agreement or MOU for accuracy and verify that it meets the corporate integrity standards of New Vista. I agree that I have reviewed the terms and conditions with effected departments as needed. Signed contracts will be returned to the requestor for final execution; all executed contracts should be forwarded to contracts coordinator for inclusion in the e-contracts system.

LANGUAGE REQUIRED FOR ALL LEASE AGREEMENTS:

This language outlines how the tenant and landlord will handle the confidentiality of PHI and the landlord's access to the premises.

(a) For purposes of this Section of this Lease, "protected health information," or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Information Technology for Economic and Clinical Health (HITECH) Act, (Pub. L. No. 111-5). Tenant agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the privacy standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its contractors, subcontractors and agents.

(b) The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain – and to require its contractors, subcontractors and agents to maintain – the privacy and confidentiality of such PHI. Landlord agrees to promptly notify Tenant upon learning of any disclosure of PHI to Landlord or Landlord's contractors, subcontractors or agents.

(c) The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the privacy standards.

Interagency Agreement
Between
Powell County Board of Education (hereinafter referred to as "Board")
And
New Vista
For
School Based Services
2023-2024 School Year

This Memorandum of Agreement sets forth terms of cooperation and coordination in providing specialized mental health and substance use treatment services to children, youth and their families.

New Vista will:

- A. Provide the following services, with the mutual approval of both parties, for the duration of the school year by certified Mental Health Specialists
 - 1. Mental health therapy services to assigned/ identified students under the following arrangements:
 - a. Services will be provided at the student's school (in-person or via telehealth) or as otherwise directed by the student's treatment plan. Integration of the student's therapy services with other educational services must be accomplished within the school setting unless otherwise indicated on the student's treatment plan.
 - b. Consultation will be provided to school personnel and parents as necessary.
 - c. The Mental Health Specialist will participate in meetings as requested and as appropriate to make recommendations and update goals with regard to student's mental health needs, at mutually agreeable times.
 - d. The Mental Health Specialists share student progress and suggest strategies to improve services.
- B. Provide a designee to coordinate services with the Board's designee.
- C. To accept student information from the schools for the purpose of evaluating the student's appropriateness for mental health or substance use treatment services.
- D. Confidentiality. New Vista understands that if as a result of this Agreement, Board has received parental permission to disclose certain student records to New Vista pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") Board, New Vista has a duty to maintain the confidentiality of these records. Pursuant to FERPA and this Addendum, Provider agrees that any student records disclosed to Provider by District will not be redisclosed to any other party without the prior consent of the parent or eligible student. Officers, employees, and agents of New Vista may use the student records disclosed solely for the purpose for which the disclosure was made. If New Vista receives a subpoena or similar court or government issued order requiring disclosure of student records held by New Vista, New Vista agrees to follow the procedures listed in FERPA (in particular, 34 C.F.R. 99.31)

concerning that disclosure and to notify Board prior to making such a disclosure so that all parties may ensure that proper legal protocols are followed. For the purposes of the Agreement and this Addendum, student records are defined as records that contain information that personally identifies a specific student or students given to New Vista by Board.

- E. Indemnity. New Vista shall indemnify, hold harmless, and defend Board and its employees, agents, and representatives from any and all liability, claims, demands, causes of action, damages, judgments, costs, and fees (including a reasonable attorney's fee) arising from or related to the acts or omissions of New Vista or its agents, servants, employees, or representatives in the provision of services under the Agreement or this Addendum. New Vista agrees to immediately report all claims that fall under this section to its insurance carrier.
- F. Insurance. New Vista agrees that at all times during the effective dates of the Agreement and this Addendum, it shall hold policies of commercial general liability and professional liability insurance. Each policy shall have limits not less than \$1,000,000 per claim.

The Board shall:

- A. Obtain parental permission to provide student information for mental health or substance use treatment services.
- B. Provide the time and facility necessary for implementation of services on the school site.
- C. Provide access to all available data necessary for provision of these services with an appropriate signed release of information.

Each party agrees to report any security breach relating to the Agreement or this Addendum to an official representative of the other party.

The term of the Agreement shall begin immediately and shall expire on June 30, 2024. The terms of this Agreement may be re-negotiated and amended by written consent as changing circumstances require. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. It is also understood that parents or guardians of children or youth identified will have choice of providers of services (of which New Vista will be one) and will be given a list of providers from which to choose.

Authorized official signature

Date

Powell County Schools



Authorized official signature

6/6/2023

Date

New Vista