

**Cooperative Agreement
Between
Meridian Behavioral Healthcare, Inc.
and
The School Board of Hamilton County, Florida**

THIS AGREEMENT is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Corporation, 4300 SW 13th Street, Gainesville, FL 32608 (“Meridian”) and the School Board of Hamilton County, Florida, 4280 SW County Road 152, Jasper, FL 32052, (“School Board”).

WHEREAS, the School Board desires to purchase certain therapeutic and preventive mental health services to its students who are in need of such services; and

WHEREAS, Meridian Behavioral Healthcare, Inc. has professionally trained psychiatrists, mental health counselors, and case managers available to provide such services;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the Parties agree as follows:

A. Particulars of This Agreement

1. Duration: This Agreement shall commence on July 1, 2016 and shall continue until June 30, 2017.
2. Renewability: This Agreement shall not be automatically renewable.
3. Modification: This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.
4. Contract Managers: Contract Manager for Meridian Behavioral Healthcare, Inc. will be Richard V. Anderson, Senior Vice President of Special Programs/Business Development or his designee. Contract Manager for the School Board will be Betty Linton, Coordinator of Exceptional Student Education, or her designee.
5. Notices, Authorizations, Billings and Reports: All notices, authorizations, bills and reports, or any other documentation required by this Agreement to be provided by one party to the other shall be sent as follows:

School Board of Hamilton County
P.O. Box 1059
Jasper, FL 32052

Billing To: Betty Linton
Coordinator of Exceptional Student Education
Greenwood School
6183 NW US Highway 41
Jasper, FL 32052

Richard V. Anderson
Senior Vice President of Special Programs/Business Development
Meridian Behavioral Healthcare, Inc
4300 SW 13th Street
Gainesville, Florida 32608

B. Responsibilities of the School Board

1. Payment: School Board shall pay for services rendered to any student who is referred for services pursuant to this agreement, according to the rate plan included in Attachment A. These rates will apply only when the child is not eligible for Medicaid OR when the service provided is not reimbursable under Medicaid rules and limitations.

The School Board shall be billed on a monthly basis by the 15th of the month following the provision of services. The Contract shall not exceed \$14,000 for mental health services (i.e., counseling) and psychiatric (i.e., medication) services. Payment shall be made monthly upon receipt of a billing invoice from Meridian.

2. Determining Eligibility for Services: The School Board is responsible for determining eligibility for service referral. A student may be referred for services under this agreement if he/she meets the following conditions:
 - a. Is under 22 years of age and is enrolled in the Hamilton County Schools; and
 - b. Is identified as eligible for Exceptional Student Education services and is serviced in a self-contained class and/or has significant behavioral or emotional difficulties; and
 - c. Is in need of mental health services for one or more of the following reasons:
 - 1) Reported family or peer problem that causes significant distress or interference with functioning with peers, at home, or school.
 - 2) Traumatic experience (e.g., abuse, loss of loved one, medical problems, or other crisis) that results in significant distress or interference with functioning with peers, at home, or school.
 - 3) Excessive absenteeism associated with emotional problems.
 - 4) Academic performance below expected level associated with emotional problems.
 - 5) Multiple behavioral difficulties at school associated with emotional problems.

- 6) Medications require close monitoring and collaboration.
- 7) Recent change of program placement indicates the need for transitional support.
- 8) Underage drinking or other substance use
- 9) In-school suspension

3. Referral Process: The School board will refer eligible students through the principal or his/her designee and the ESE office in accordance with the criteria listed above.

The School Board/schools served will agree to designate personnel from each school such as the guidance counselor to be active with Meridian assigned school therapist and Meridian Program Manager for processing referrals and to facilitate having school referred/MERIDIAN involved students prepared i.e. in office area or other designated location, at agreed upon consecutive time slots, for school based clinical sessions.

The School Board understands for school referred/MERIDIAN involved students to be served routinely by MERIDIAN at the schools, the clinician will need to have enough referred students to justify the time and travel involved in getting to those schools. When the referral base is not sufficient, the school referred students will be seen at local MERIDIAN offices instead of the respective school.

4. Liability and Protection of Health Information: School Board agrees to render full cooperation with Meridian in recommending and referring students for counseling and/or consultation. Prior to any such counseling, the school involved shall obtain written permission from parents or guardians of any child to be counseled which, to the extent allowed by law, releases the School Board, the individual school, and Meridian from any liability in connection with the treatment services. If the School Board is unable to obtain consent for treatment, or facilitate Meridian's obtaining consent for treatment, services cannot be provided.

Additionally, the School Board agrees to protect confidential health information in accordance with applicable law.

5. Office Space and Resources: The School Board agrees to furnish Meridian staff with appropriate workspace at those sites where services are provided. The space does not need to be continuously available, but does need to be suitable for therapy sessions and available when the therapist is on site.

As part of this agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's EMR (Electronic Medical Records) to document care and treatment of clients provided at Hamilton County location(s). Access required will be via secure

VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless.

C. Responsibilities of Meridian Behavioral Healthcare, Inc.

1. Staffing: The Center will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A.
2. Billing: The Center will submit a monthly invoice to the School Board for therapeutic services provided by Center staff. Invoices shall include details of the names of each student served and the duration, types, and locations of services provided.
3. Record Keeping: The Center will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of the Center.
4. Communication with School Personnel: Center staff will obtain parental consent to communicate freely with school personnel about the referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Center staff will provide quarterly progress reports on each student served at the special day school under this agreement. Center staff will also maintain a weekly schedule log of services provided. Center staff will collaborate with school personnel to plan and implement IEPs and behavior plans for students served under this agreement.
5. Scheduling: Center staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.
6. Additional consultation: The Center will provide consultation and referral services, within the Center's resource limits, for those students not qualifying for services under this agreement.
7. Insurance: The Center shall be responsible for providing adequate liability and malpractice insurance for the activities described in the agreement. The Center will maintain a comprehensive policy of liability and malpractice insurance in the amount of \$1,000,000 per claim plus \$1,000,000 aggregate. Upon execution of this agreement, the Center shall provide a certificate of insurance for such activities to the School Board.

8. Level II Background Screening: Prior to any staff working with students at any District School, the staff will have a Level II background screening to ensure compliance with fingerprinting and background checks pursuant to Florida Statutes 231.02 and 101.465 as adopted by the 2005 Florida Legislature (commonly known as the Jessica Lunsford Act). Meridian Behavioral Healthcare, Inc. will work with the District to coordinate completion of this Level II screening. Written confirmation will be made to the Personnel Department of the Hamilton County School Board and Meridian Behavioral Healthcare, Inc. when individual(s) have received clearance. All fingerprinting and background screening expenses will be paid by Meridian Behavioral Healthcare, Inc. The Personnel Department of the Hamilton County School Board will be immediately notified when it is discovered that any employee who has contact with, or may have contact with students in the district either commits an act that would disqualify them from student contact, or has an item surface during the five (5) year re-screening that disqualifies them from working with students.

D. The Parties Jointly Agree

1. Periodic Meetings: Center staff and School Board personnel agree to meet periodically to evaluate the demand for services, caseload and billable units to determine appropriate staffing patterns for this agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral processes.
2. Evaluation: Evaluation of the quality of services will be the joint responsibility of both Parties. The Center will assess quality of services through documentation auditing and peer review procedures, according to Center standards. Additionally, the Center will seek input from school staff on a periodic basis, including the completion of annual satisfaction surveys. School staff will be responsible for assessing student's academic progress.
3. Non-discrimination Policy: The School Board and the Center agree that students will be counseled without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, the Center shall not use discriminatory practices in the hiring of staff used to provide services under this agreement.
4. Independence and Mutual Indemnification: It is understood that employees of the Center are not agents or employees of the School Board, and employees of the School Board are not agents or employees of the Center. Neither party to this agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. The Center agrees to indemnify, defend, and hold the School Board, its officers and employees, harmless from any and all liability of the School Board resulting from the Center's provision of services pursuant to this agreement.

5. Effective Date: This agreement will be effective following July 1, 2016 and upon its execution by both parties and will expire on June 30, 2017. Prior to its expiration, either party may terminate this agreement with or without cause, upon thirty (30) days' written notice to the other party.
6. Default and Remedy: In the event of the failure of either party to comply with any provision of this agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

E. Additional Department of Education Compliance Requirements

1. Definitions: All references herein to the School Board, Board, District, Buyer, or SBHC shall mean the School Board of Hamilton County.
2. Contract: The contract resulting from acceptance of this agreement is to be governed by the laws of the State of Florida. This contract is non-assignable by the Contractor.
3. General: The Contractor agrees to protect, defend, and save harmless the SBHC against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by the order; and the Contractor agrees further to indemnify and save harmless the SBHC, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the Contractor, its employees or agents.
4. Warranty-Materials and Services: The Contractor expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples or other description, furnished or specified by the SBHC, and will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended. Services: Contractor will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by the SBHC to be defective (regardless of whether or not payment for such services has been made) for reasons attributable to Contractor, Contractor shall re-perform at its own expense that aspect of the services found to be defective.

5. Cancellation/Termination: The SBHC may cancel all or any part of this order if the Contractor does not make delivery as specified, or if Contractor defaults on any of the terms hereof. In the case of default, the SBHC may procure the articles or services covered by this order from other sources and hold the Contractor responsible for any excess occasioned thereby.

The SBHC shall have the right to terminate this contract, or any services hereunder, for its convenience, including circumstances of SBHC loss or lack of funds, upon thirty (30) days advance written notice to the Contractor. The SBHC shall compensate the Contractor for services rendered through the date of termination. The SBHC shall not be obligated hereunder nor likewise liable to pay the Contractor any other costs, losses, damages, or expenses arising out of or related to the termination of this contract or any services performed hereunder.

6. Inspection: All materials furnished on this order must be as specified, and are subject to the School Board's inspection and approval within a reasonable time after delivery at destination. Materials or services other than those specified in this order must not be substituted without authority from the School Board or its designee. Materials that are either defective or not in accordance with the School Board specifications will be returned at the Contractor's risk and expense.
7. Waiver: The waiver by the SBHC of any of the terms and conditions of this contract shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this contract/agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.
8. Debarment or Suspension: The Contractor certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs*). The Contractor or grantee further certifies that potential sub-recipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, Protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, is incorporated herein by reference and is applicable to orders greater than \$30,000.
9. Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Contractor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.

10. Records Requirement: For contracts funded by federal funds, Contractor agrees to grant access by the SBHC, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor agrees to and shall ensure that all required records are retained for five years after final payments are made under this agreement and all other pending matters are closed.

11. Jessica Lunsford Act – Contractor Certification: Contractor personnel include permanent employees, subcontractors, and agents. By accepting this agreement, Contractor swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with the requirements of the Jessica Lunsford Act, SBHC fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this agreement, and SBHC may avail itself of all remedies pursuant to law. Contractor agrees to indemnify and hold harmless SBHC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Contractor's failure to comply with the above. SBHC is required to conduct background screening of Contractors. Background screening includes submission of fingerprints (to include employees, agents, and subcontractors) to the FDLE and FBI. The standard to be applied for the screening depends on the nature of the work to be performed. There are exemptions to the fingerprinting and background screening requirements of the Act. However, even if a Contractor is exempt from fingerprinting and background screening, it will be subject to a search of its name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice.

12. Hold Harmless and Insurance: The Contractor acknowledges that in rendering the services provided herein, the Contractor (including its agents or employees providing services under this agreement) will be acting as an Independent Contractor, and not as an employee of the SBHC. The Contractor agrees to hold the SBHC harmless from any liability arising out of services rendered under this Purchase Service Agreement; and the Contractor agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. The Contractor will provide

the SBHC with evidence of such coverage through a Certificate of Insurance naming the School Board of Hamilton County, Florida, as an additional insured under the policy and showing the School Board of Hamilton County, Florida, as the certificate holder with an address of 4280 SW County Road 152; Jasper, FL 32052.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by the duly authorized individuals below.

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Margarita Labarta, Ph.D.
President/CEO

Date

8/4/2016

SCHOOL BOARD OF HAMILTON COUNTY

By: _____

Thomas P. Moffses
Superintendent

Date

By: _____

Betty Linton
ESE Coordinator

Date

ATTACHMENT A**SERVICE AND RATE SCHEDULE**

Service Type:	Individual Outpatient Services
Description:	Includes individual therapy, clinical on-site and at-home services, family therapy, treatment planning, treatment plan reassessment, psychosocial evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, and individual psycho-educational interventions.
Rate of reimbursement:	\$95 per hourly unit; rounded up to the nearest 10-minute increment; Example: 45 minutes is rounded to 50 minutes= 0.83 units=\$78.85
Service Type:	Group Outpatient Services
Description:	Includes group therapy and group intervention (i.e., psycho-educational) services
Rate of reimbursement:	\$20 per hourly unit; rounded up to the nearest 10-minute increment.
Service Type:	Psychiatric Evaluation
Description:	Comprehensive psychiatric evaluation
Rate of Reimbursement:	\$240 per service event; typically a 1-hour visit
Service Type:	Psychiatric Medication Follow-up
Description:	Medication monitoring and follow-up
Rate of reimbursement:	\$120 per service event; typically a brief visit
Service Type:	Outreach
Description:	Meridian will provide outreach services in the schools to engage students and staff so that appropriate referrals can be made for treatment and other services. Outreach activities will include being available at the schools, assisting school personnel with referral information and questions, participating in staff meetings and individual educational plan discussions.
Rate of reimbursement:	\$43.20 per hour, rounded up to the nearest 10-minute increment.

BUSINESS ASSOCIATE AGREEMENT

THIS **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, and effective as of July 1, 2016 (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and School Board of Hamilton County ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at, 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); and (vii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services.** Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the

Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4). Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Meridian or will cause Meridian harm.

3. **Safeguards for the Protection of PHI.** Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity. Business Associate shall comply with the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended, and with the applicable provisions of the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, to the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence

would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.

7. **Individual Rights.** Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

7.1. **Right of Access.** Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, 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. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

7.2. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that 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.

7.3. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI 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. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order 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. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

7.4. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any other privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian retains the right to waive any privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Meridian determines to waive any privilege which it may have, Meridian shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. Ownership of PHI. Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of Meridian.

9. Prohibition on Sale of PHI. Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of Meridian.

10. **Inspection of Books and Records.** If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. **Term and Termination.**

11.1. **Term.** This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

11.2. **Termination for Breach by Covered Entity.** As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. **Termination by Business Associate.** If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall

provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement.. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. Notices. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

If to Meridian Behavioral
Healthcare, Inc.:

4300 SW 13th Street

Gainesville, FL 32608

Attn: Margarita Labarta, Ph.D.
President/CEO

If to Business Associate:

School Board of Hamilton County

4280 SW County Road 152

Jasper, FL 32052

13. **Miscellaneous.**

13.1. Survival. The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. State Law. In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Meridian and federal security and privacy laws.

13.3. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) 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 Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

Governing Law; Venue. This Agreement shall be governed by and construed in all respects by the laws of the State of Florida. The state court forum for any action

commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.

13.7 No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9 Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10 Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.:**

By: _____

Margarita Labarta, Ph.D.

(Print/Type Name of Person Signing)

Its: President/CEO

**SCHOOL BOARD OF
HAMILTON COUNTY:**

By: _____

(Print/Type Name of Person Signing)

Its: _____