

## BUSINESS ASSOCIATE AGREEMENT

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THIS AGREEMENT is made effective as of August 23, 2016, by and between **Family Services of Chemung County, Inc.**, (the "Covered Entity"), and **Elmira Heights School District**, (the "Business Associate").

WHEREAS, the Covered Entity creates, maintains, transmits, and/or receives certain Medicaid Confidential Data ("MCD")/Protected Health Information ("PHI")/Electronic Protected Health Information ("EPHI") by hard copy and/or electronically concerning the individuals to whom it provides care (each referred to as an "Individual"), and the Business Associate also creates, maintains, transmits, and/or receives MCD/PHI/EPHI concerning the individuals to whom it provides care; and the Covered Entity and Business Associate may exchange MCD/PHI/EPHI concerning individuals to whom they provide care; and

WHEREAS, as a result of their access to and Use and Disclosure of MCD/PHI/EPHI, the Covered Entity and Business Associate acknowledge that they are obligated to comply with the applicable provisions of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160, 162, and 164, and its implementing regulations including, but not limited to, the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rules") and the Privacy of Individually Identifiable Health Information standards (the "Privacy Rules") (collectively the "HIPAA Requirements"); and

WHEREAS, as a result of their access to and Use and Disclosure of MCD/PHI/EPHI, the Covered Entity and Business Associate acknowledge that they are obligated to comply with the applicable provisions of 367b (4) and 369 (4) of the New York State (NYS) Social Services Law, Article 27-F of the NYS Public Health Law, 18 NYS Codes, Rules, and Regulations (CRR) 360-8.1, Social Security Act, Part 42 United States Code (USC) 1396a (a)(7), and Title 42 Code of Federal Regulations (CFR) Part 431.302 and Part 2; and

WHEREAS, the Covered Entity and Business Associate acknowledge that MCD/PHI/EPHI may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law, and as required by New York Public Health Law Section 2782(5), note: "This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure"; and

WHEREAS, the Covered Entity and Business Associate acknowledge that MCD/PHI/EPHI may contain alcohol and substance abuse related confidential information as defined by 42 CFR Part 2, that general authorizations are ineffective to obtain the release of such data; and that the federal regulations provide for a specific release for such data; and

WHEREAS, the parties are obligated under the HIPAA Requirements to enter into a written agreement under which the Business Associate will agree to appropriately protect and safeguard MCD/PHI/EPHI; and

WHEREAS, the Business Associate and the Covered Entity have entered into an agreement (the "Contract"), under which the Business Associate provides services to the Covered Entity and, in the course of providing those services, the Business Associate may or will have access to MCD/PHI/EPHI; and

WHEREAS, the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act ("ARRA") of 2009 includes new standards and has new implementing regulations which provide that certain provisions of the HIPAA Requirements are directly applicable to business associates and that any existing business associate agreements must be updated to address these new standards (collectively referred to as the "HITECH Act"); and

WHEREAS the Business Associate is a public school district and the Covered Entity acknowledges that all information regarding students is subject to the Family Education Rights and Privacy Act (FERPA) 20 USC 1232g, and that all contractors who receive student information are obligated to comply with FERPA, including but not limited to written consent for the provision of covered education records to third parties, and pursuant to Federal guidance that for the District compliance with FERPA constitutes compliance with HIPAA, and

WHEREAS, the HIPAA Requirements and the new provisions of the HITECH Act shall collectively be known in this Agreement as the "HIPAA Rules"; NOW, THEREFORE, the parties agree as follows:

**1. Definitions**

(a) **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" as defined in the HIPAA Rules.

(b) **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" as defined in the HIPAA Rules.

(c) The following capitalized terms and/or their derivatives used in this Agreement shall have the same meaning as those terms in the HIPAA Rules and cited state and federal laws and regulations: Breach, Data Aggregation, Disclosure, Electronic Protected Health Information (EPHI), Health Care Operations, Individual, Limited Data

Set, Medicaid Confidential Data (MCD), Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

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**2. Use and Disclosure of MCD/PHI/EPHI**

(a) The Business Associate will hold and keep the MCD/PHI/EPHI strictly confidential and Use and/or Disclose MCD/PHI/EPHI only as required or permitted under the terms of the Contract, this Agreement, and the HIPAA Rules. However, the HIPAA Rules limit the Use and/or Disclosure of MCD/PHI/EPHI by the Covered Entity, and those restrictions also apply to the Business Associate and the Business Associate's Subcontractors that create, receive, transmit or maintain MCD/PHI/EPHI in order to perform a function, activity or service delegated by the Business Associate. This means that any Use and/or Disclosure must be related

to the treatment of the Individual to whom the MCD/PHI/EPHI concerns, payment for the treatment of that Individual, or the Covered Entity's general Health Care Operations.

(b) The Business Associate also may Use and/or Disclose the MCD/PHI/EPHI for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate. However, such Use and/or Disclosure must be either Required By Law or, prior to making Use of the MCD/PHI/EPHI or Disclosing the MCD/PHI/EPHI, the Business Associate must obtain reasonable assurance from the person to whom the MCD/PHI/EPHI will be Disclosed that the MCD/PHI/EPHI:

(i) will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed; and (ii) the person to whom it is Disclosed agrees to notify the Business Associate of any instance of which it is aware in which the confidentiality of the MCD/PHI/EPHI has been Breached.

(c) The Business Associate may also Use the MCD/PHI/EPHI to provide Data Aggregation services to the Covered Entity. Data Aggregation means, with respect to MCD/PHI/EPHI, the combining of the MCD/PHI/EPHI by the Business Associate with Protected Health Information received by the Business Associate in its capacity as a business associate of another health care provider to permit data analysis that relates to the Health Care Operations of the Covered Entity and the other health care provider.

(d) The Business Associate will not Use or further disclose the MCD/PHI/EPHI other than as permitted or required by this Agreement, by applicable law, or by the HIPAA Rules.

### **3. Covered Entity's Obligations**

(a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practice s of Covered Entity, to the extent that such limitation may affect Business Associate's Use or Disclosure of MCD/PHI/EPHI.

(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 MCD/PHI/EPHI, to the extent that such changes may affect Business Associate's Use or Disclosure of MCD/PHI/EPHI.

(c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of MCD/PHI/EPHI that Covered Entity has agreed to or is required to abide by, to the extent that such restriction may affect Business Associate's Use or Disclosure of MCD/PHI/EPHI.

(e)(d) Covered Entity acknowledges that Business Associate is a public school district and that information provided to it regarding students is subject to both FERPA and New York State Education Law 2-d, regarding privacy and data security of student information. Covered Entity acknowledges that it has read the Business Associates's Parents Bill of Rights regarding privacy and data security, and agrees to comply with its obligations under FERPA and Education Law section 2-d, as well as other State and Federal requirements regarding student information.

#### 4. Safeguards/Requirements

(a) The Business Associate will use appropriate safeguards to prevent any Use or Disclosure of the MCD/PHI/EPHI that is not permitted under the terms of this Agreement. Specifically, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the MCD/PHI/EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.

(b) The Business Associate will ensure that any of its agents, including a Subcontractor, to whom the Business Associate provides MCD/PHI/EPHI, will enter into a Business Associate Agreement with Business Associate and agree to the same restrictions and conditions that apply to the Business Associate under the terms of this Agreement, and will agree to implement reasonable and appropriate safeguards as required by the HIPAA Rules to protect the MCD/PHI/EPHI.

(c) The Business Associate may Use and Disclose MCD/PHI/EPHI that Business Associate obtains, maintains, transmits or creates only if such Use or Disclosure is in compliance with each applicable requirement of the HIPAA Rules relating to business associate agreements. The additional requirements of the HITECH Act that relate to privacy and that are made applicable to Covered Entity shall also be applicable to Business Associate. Business Associate shall comply with these privacy requirements which shall be incorporated into this Agreement.

(d) Under the HIPAA Rules the requirements pertaining to "administrative safeguards," "physical safeguards," "technical safeguards," and "policies and procedures and documentation requirements" of the Security Rules apply to Business Associate in the same manner that such sections apply to Covered Entity, and the additional requirements of the HITECH Act that relate to security and that are made applicable to Covered Entity shall also be applicable to Business Associate. Business Associate shall comply with this security requirements which shall be incorporated into this Agreement.

(e) Unless Covered Entity agrees, in writing, that this HITECH Act requirement is not feasible with respect to particular MCD/PHI/EPHI, Business Associate shall secure all MCD/PHI/EPHI by utilizing a technology standard or methodology that renders MCD/PHI/EPHI unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance, as further amended in the future, issued by the Secretary of the Department of Health and Human Services and/or the Secretary's delegates (hereinafter referred to as the "Secretary") specifying the technologies and methodologies that render MCD/PHI/EPHI unusable, unreadable, or indecipherable to unauthorized individuals.

(f) Except as otherwise allowed in this Agreement and the HIPAA Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any MCD/PHI/EPHI of an Individual unless the Individual has provided a valid, HIPAA compliant authorization, including a specification of whether the MCD/PHI/EPHI can be further exchanged for remuneration by the receiving party.

(g) Except as otherwise provided in the HIPAA Rules, the Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to Individuals about a product or service that encourages the recipient to purchase or use the product or service.

(h) The Business Associate will report to Covered Entity's Privacy and/or Security Official, within five (5) business days, any Use or Disclosure of MCD/PHI/EPHI not provided for by this Agreement. Business Associate shall conduct and document a risk assessment, in accordance with the HIPAA Rules, of such unauthorized Use or Disclosure and provide Covered Entity with a copy of such risk assessment upon Covered Entity's request. In the event Business Associate concludes the unauthorized Use or Disclosure constitutes a Breach of Unsecured MCD/PHI/EPHI, Business Associate shall provide to Covered Entity the identification of each Individual whose Unsecured MCD/PHI/EPHI has been , or is reasonably believed by the Business Associate to have been , accessed , Used, acquired, or Disclosed during such Breach , as well as such other information required by the HIPAA Rules. A Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

(i) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under the HIPAA Rules to notify affected Individuals of a Breach of Unsecured MCD/PHI/EPHI if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such a delegation, Business Associate shall perform such notifications and undertake all related remediation activities that are reasonably required (i) at Business Associate's sole cost and expense, and (ii) in compliance with all applicable requirements, including the HIPAA Rules. Business Associate shall also provide Covered Entity with the opportunity , in advance, to review and approve of the form and content of any such Breach notification that Business Associate provides to Individuals.

(j) The Business Associate will respond to a request for, changes in, or a revocation of, permission by an Individual to restrict the Business Associate's Use or Disclosure of MCD/PHI/EPHI, in a timely manner in accordance with the HIPAA Rules, and to make changes to Business Associate's procedures to the extent that such request, if approved, may affect Business Associate's Use or Disclosure of MCD/PHI/EPHI. Business Associate will monitor compliance with these requests for restrictions in accordance with the HIPAA Rules.

(k) The Business Associate will Use, Disclose, or request MCD/PHI/EPHI, only if it limits such MCD/PHI/EPHI, to the extent practicable, to a Limited Data Set, or, if needed by the entity, to the Minimum Necessary to accomplish the intended purposes of such Use, Disclosure, or request. In the case of the Disclosure of MCD/PHI/EPHI, the Business Associate, in conjunction with the Covered Entity, shall determine what constitutes the Minimum Necessary to accomplish the intended purposes of such Disclosure.

(l) The Business Associate recognizes that civil and criminal penalties for a violation of the HIPAA Rules, as such violation is detailed in this Agreement, shall apply to the Business Associate with respect to such violation in the same manner as such penalties apply to the Covered Entity.

(m) The Business Associate will comply with any periodic audit request initiated by the Secretary to ensure that Business Associate is complying with the HIPAA Rules.

(n) The Business Associate will not acquire any title or rights to the MCD/PHI/EPHI, including any de-identified information, as a result of this Agreement.

(o) The Business Associate will immediately report to the Covered Entity any Use or Disclosure of the PHI and EPH J that is not permitted under the terms of this Agreement, provided that the Business Associate becomes aware of such improper Use or Disclosure. The Business Associate will also immediately report to the Covered Entity any Security Incident of which it becomes aware.

#### **5. Access to Information**

(a) The Business Associate will make its internal books and records relating to the Use and Disclosure of MCD/PHI/EPHI available to the Covered Entity and to the Secretary, for the purpose of the Secretary determining whether the Covered Entity has complied with the HIPAA Rules, at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(b) The Business Associate will provide access to MCD/PHI/EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, to an Individual, in order to meet the Covered Entity's obligations to provide access to the MCD/PHI/EPHI to the Individual. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(c) The Business Associate will provide access to MCD/PHI/EPHI in its possession to the Covered Entity, or as directed by the Covered Entity, so that the Covered Entity can amend the MCD/PHI/EPHI as required under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity. The Business Associate will also make any amendment to the MCD/PHI/EPHI that is requested by the Covered Entity as a result of the Individual having requested such an amendment.

(d) The Business Associate will provide access to MCD/PHI/EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, in order for the Covered Entity to provide an accounting of Disclosures which it is required to do under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a time and manner designated by the Covered Entity.

#### **6. Mitigation**

The Business Associate will mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of MCD/PHI/EPHI by the Business Associate in violation of the terms of this Agreement.

## 7. Indemnification

~~The Business Associate~~ Each party will indemnify, defend, and hold harmless Covered Entity and Covered Entity's the other party and the other party's employees, directors, officers, Subcontractors, agents, or members of its workforce (each of the foregoing referred to as an "Indemnified Party") during the term of this Agreement and subsequent to its termination, from and against all claims, damage, losses, liabilities, fines, penalties, costs or expenses including, but not limited to, expenses associated with State and/or Federal Breach notification requirements and reasonable attorneys' fees (collectively, "Losses") suffered by an Indemnified Party that arises from, or is connected with, any act or omission by ~~Business Associate or Business Associate's~~ the indemnifying party or the indemnifying party's employees, agents, Subcontractors or representatives that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of any term or condition of this Agreement, (ii) negligence or misconduct, and/or (iii) a violation of the HIPAA Rules or FERPA rules. The provisions of this paragraph shall survive the expiration or termination of this Agreement for any reason.

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## 8. Termination

(a) The Contract may be terminated by the Covered Entity if the Covered Entity determines that the Business Associate has materially breached its obligation(s) under this Agreement. If termination is not a feasible remedy for the Covered Entity, the Covered Entity may report the breach by the Business Associate to the Secretary.

(b) Upon termination or expiration of this Agreement for any reason, Business Associate, with respect to MCD/PHI/EPHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- 1) Retain only that MCD/PHI/EPHI 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 MCD/PHI/EPHI that the Business Associate still maintains in any form;
- 3) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to MCD/PHI/EPHI to prevent Use or Disclosure of MCD/PHI/EPHI, other than as provided for in this Section, for as long as Business Associate retains the MCD/PHI/EPHI;
- 4) Not Use or Disclose the MCD/PHI/EPHI retained by Business Associate other than for the purposes for which such MCD/PHI/EPHI was retained and subject to the same conditions set forth in this Agreement which applied prior to expiration or termination; and
- 5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the MCD/PHI/EPHI 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 or, if such return or destruction is not feasible, extend the

protection s of this Agreement to the MCD/PHI/EPHI and limit further Uses and Disclosures to those purposes that make the return or the destruction of the PHI and EPHT not feasible.

(c) **Survival.** The obligations of Business Associate under this Section shall survive the expiration or termination of this Agreement.

#### **9. Miscellaneous**

The following provisions shall apply to this Agreement:

(a) All capitalized and other term s used but not otherwise defined in this Agreement shall have the same meaning as those terms contained in the HIPAA Rules.

(b) The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

(c) Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.

(d) The parties will take such action as is necessary to amend or further amend, as the case may be, this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the HIPAA Rules, as further amended in the future. Any ambiguity or inconsistency in this Agreement shall be resolved to permit Covered Entity to comply with the requirements of the HIPAA Rules.

(e) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

#### **10. Failure of Performance**

If either party to this Agreement fails in the due performance of any of its obligations under the term s of this Agreement, the other party will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred: (a) to sue for damages; (b) to seek such other legal and equitable remedies ; and (c) to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt. Nothing contained herein shall be construed to restrict or impair the rights of either party to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforceable concurrently therewith or from time to time.

#### **11. Notices**



Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

**12. Construction**

(a) All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. In this regard, Covered Entity and Business Associate may have previously entered into a Business Associate Agreement or other agreement ("Pre-Existing Business Associate Agreement") for the purpose of restricting Business Associate's Use and Disclosure of MCD/PHI/EPHI as required by the HIPAA Rules. This Agreement supersedes and replaces any such previously executed Pre-Existing Business Associate Agreement. This Agreement shall not change or modify any rights or obligations of Covered Entity or Business Associate that may have accrued under a Pre-Existing Business Associate Agreement while such agreement was in effect.

(b) This Agreement may not be changed, terminated, nor any of its provisions modified or waived, except in writing signed by all of the parties to this Agreement. Any provisions of this Agreement which by their terms are intended to survive the termination or expiration of this Agreement shall so survive.

**13. Applicable Law; Jurisdiction; Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law or without regard to any custom or rule of law requiring construction against the drafter. The County of residence of the Covered Entity in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

**14. Binding Effect**

This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.

**IN WITNESS WHEREOF**, we have signed this Business Associate Agreement.

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Mary Beth Fiore, Superintendent  
Heights School District

Ted Kordela, Executive Director Elmira  
Family Services of Chemung County, Inc.

## Memorandum of Agreement

This is an agreement between the **Elmira Heights School District (hereafter identified as EHSD)**, with its administrative offices located at 2083 College Avenue, Elmira Heights, NY 14903, and **Family Services of Chemung County, Inc. (hereafter identified as FSCC)**, with its administrative offices located at 1019 East Water Street, Elmira, NY 14901, supporting the establishment of Mental Health Clinic Satellite offices at two schools for the purpose of providing School-Based Mental Health Program Services for children identified and referred by School District staff. Accordingly, EHSD and FSCC agree to the following:

1. Pursuant to this agreement, FSCC will submit an application to the New York State Office of Mental Health (NYS OMH) to establish Mental Health Clinic Satellite offices at EHSD's Dr. Nathan Cohen Elementary and Middle School and Thomas Edison High School;
2. EHSD agrees to provide dedicated office space at each school site adequate to meet NYS OMH requirements for the FSCC Mental Health Therapist(s) to provide mental health services for referred children and youth and their family members;
3. FSCC Mental Health Therapist(s) agree to provide a range of services for referred children and youth and their family members, including: mental health screening, assessment, service planning, individual and family therapies, and referral as part of Clinic-based services;
4. EHSD and FSCC agree to participate in a coordinated referral process to identify and refer children and youth for mental health services following receipt of parental consent;
5. EHSD and FSCC agree to participate in a coordinated service review process to monitor the progress of children and youth engaged in on-site mental health services;
6. EHSD and FSCC agree to cooperate with one another in the fulfillment of this agreement, and to support resolution of any areas of conflict through discussion of any concerns occurring first between the FSCC Program Supervisor and EHSD School Principals, and secondly, if needed, between the FSCC Clinic Director and EHSD Superintendent; and thirdly, if necessary, identified for discussion at the monthly EHSD-FSCC administrative review meeting;
7. FSCC agrees to submit billing claims for mental health services provided at EHSD to EHSD students and their families as a Medicaid and Private Insurance Provider and likewise agrees NOT to balance bill the family (please see attached Budget Draft);
8. FSCC agrees to support its Mental Health Therapist(s) in maintaining productivity expectations consistent with delivering billable revenues to cover projected and/or actual expenses (please see attached Budget Draft);
9. EHSD agrees to provide up to and not exceeding \$6500.00 per school year, matched with up to and not exceeding \$10,605 per school year by the Chemung County Department of Mental Hygiene, for a total not to exceed \$17,105 per school year, to FSCC for the provision of direct services at EHSD to EHSD students and their families referred for services by EHSD (please see attached Budget); Such payments by EHSD shall be consideration for provision of relevant student health services under New York Education Law, as well as consultant health services related to special education, section 504 of the Rehabilitation Act, and other health services obligations of the District on an as needed basis.
10. FSCC agrees to bill and EHSD agrees to pay FSCC monthly for direct services provided at EHSD to EHSD students and their families referred for services by EHSD;

11. EHSD and FSCC agree to participate in a monthly and/or as necessary administrative review meeting for the purpose of assessing the success of the School-Based Mental Health Program, and the need for modification;
12. EHSD and FSCC agree to add one another as a certificate holder to their respective liability policies and to provide one another with a copy thereof;
13. EHSD and FSCC agree to sign and maintain a Business Associate Agreement (BAA, please see Separate Attachment), updated as necessary to comply with applicable regulations;
14. EHSD and FSCC recognize that in the performance of this Agreement, toward achieving positive outcomes for the students and their families, the greatest benefits will be derived by promoting the interest of each of the parties, and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating and collaborating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both parties;
15. EHSD and FSCC agree to termination of this Memorandum of Agreement for any reason with a thirty (30)-day written notice to the other.

This agreement becomes effective on \_\_\_\_\_ (Date), upon authorized signatures by (see below):

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Mary Beth Fiore, Superintendent  
Elmira Heights School District

Date

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Ted Kordela, Executive Director  
Family Services of Chemung County, Inc.

Date