

**MATERNAL/CHILD HEALTH SERVICES MEMORANDUM
OF UNDERSTANDING**

Between

**FAMILY HEALTH CENTERS OF SOUTHERN INDIANA
(FHCSI) AND
CLARK COUNTY HEALTH DEPARTMENT (CCHD)**

For Services Provided in Support of Health First Indiana Grant

I. PROVISION OF REFERRAL SERVICE

a. Standard of Care

FHCSI agrees to furnish (adult/pediatric) maternal/child health services referred to it by the CCHD and for the underserved for Clark County (“County”). The care to be provided shall be consistent with, at a minimum, the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to patients of FHCSI. FHCSI shall furnish services to include therapies for maternal/child health, and the broad spectrum of care using outpatient services and/or refer to other inpatient facilities/specialists as necessary. FHCSI shall provide services including acting as the medical providers for pre-conception planning, pre-natal and postpartum follow up of patients. FHCSI refers to local Obstetric groups to furnish in hospital delivery services. Both agencies agree to work collaboratively in order to meet the medical and social service needs of women of reproductive age in the County (and surrounding counties if MCH services are not available) in accordance with all relevant federal, state and local laws and regulations, including but not limited to, non-discrimination laws.

b. Acceptance of Referred Patients

FHCSI shall accept all CCHD patients and from other safety net agencies in County or via patient self-referral regardless of their ability to pay, subject to capacity limitations (as the Referral Provider may solely determine), and subject to their established sliding fee scale.

c. Financial Support for Services

As part of the funding received through the Health First Indiana Grant initiative (“HFI”), CCHD will, after receiving an invoice from FHCSI for services rendered under this agreement, pay FHCSI the amount of \$8,333.33 each month that this agreement is in effect. Such funding shall be solely used by FHCSI to support maternal child health staff, program and health center support staff (such as community health workers, case management, program assistants), supplies and/or operational needs of the program.

d. Professional Qualifications

FHCSI covenants to provide CCHD with assurances that, during the term of this referral agreement, it and, as applicable, its individual healthcare practitioners furnishing the Referral Services to FHCSI are and will remain: 1) duly licensed, certified and/or otherwise qualified to provide services hereunder, with appropriate training, education and experience in their particular field; 2) appropriately credentialed and privileged; and 3) eligible to participate in federal health care programs including Medicaid and Medicare.

e. Referral Back to the Health Center

Patient may continue ongoing care with FHCSI as their primary medical home but is not obligated to continue care with FHCSI and may choose to seek primary care provider of their choosing.

f. Provisions for Record Retention and access, audit and property management

FHCSI agrees to establish and maintain medical records regarding the provision of referral Services from CCHD. If patient is seen at FHCSI, then exam notes will be entered into the FHCSI electronic medical

record and is therefore the property of FHCSI. If patient is seen at a partner OB office, then in order to ensure continuity of care, parties agree to cooperate in developing a method by which records and other clinical notes can be shared between the parties, which may include, but is not limited to, FHCSI's reasonable access to the patient records and is subject to all applicable federal and state laws and regulations, and the policies and procedures of each party. Reasonable access being that through a business associate agreement, FHCSI may request copies or data fields of the medical record pertaining to patient care for a period of at least 7 years. FHCSI and OB partners may have access to each other's records to view and audit as necessary for any quality improvement activities/monitoring for same time period.

g. Patients and Billing

To the extent that the patients receive services pursuant to this agreement, such individuals shall be considered patients of the FHCSI. Accordingly, FHCSI agrees to be solely responsible for billing and collecting all payments from the appropriate third-party payer. As applicable, and in consistent with billing practices of FHCSI, patients whose annual income falls between 101% and 200% of the Federal Poverty level set forth in the then current Federal Poverty Guidelines in accordance with a schedule of discounts off of charges based on household income and family size, and with annual incomes at or below 100% of the Federal Poverty Level, shall be billed, at most, a nominal charge (that is based on the FHCSI SFS) . Both parties agree no patient will be refused services because of inability to pay. Both parties will provide assistance as needed to apply for Medicaid or other applicable insurance programs.

II. HEALTH CENTER OBLIGATIONS

a. Making and Managing Referrals

If such initial screening/treatment services (or other subsequent examinations) indicate the need for referral services, FHCSI shall assist patients in making timely and appropriate appointments for the provision of referral services.

b. Treatment Plan and Follow-Up Care

FHCSI shall maintain the responsibility for services within the approved Scope of Care for the FHCSI patient's overall treatment plan, including managing and monitoring such treatment, and to furnish appropriate follow-up care to FHCSI patients who are referred back to the FHCSI if patient was referred to an outside specialist.

c. Monitoring of Contractor Performance

FHCSI providers and staff shall review patient care during on site monthly huddles. An overall review of program performance regarding quality-of-care indicators such as induction of labor, Cesarean rates, low birth weight for babies (may also include other metrics) shall be tracked by FHCSI and shared with both parties annually for ongoing monitoring and comparison against benchmarks by ACOG or other. CCHD may have access to annual UDS data regarding FHCSI clinical metrics and provide input into ideas for clinical improvement methodologies.

Patient satisfaction surveys, corporate compliance hotline or clinic improvement forms relating to OB/GYN services shall also be shared by FHCSI with CCHD as applicable.

Specific Reporting Metrics shall be delivered by FHCSI to CCHD on a monthly basis during the time period that grant funds are provided through this agreement. Only services that are part of the scope of practice and that are provided by FHCSI will be reported.

1. The number of unique people served
2. The number of pregnancy tests provided
3. The number of women referred to prenatal care

4. The number of women provided prenatal services for vitamins
5. The number of women provided prenatal services for syphilis testing
6. The number of women provided prenatal services for HIV testing
7. The number of women provided prenatal services for Hepatitis C testing
8. The number of women provided prenatal services for Chlamydia testing
9. The number of women provided prenatal services for Gonorrhea testing
10. The number of women provided prenatal services for Nutrition Education
11. The number of women provided prenatal services for Nutrition Support
12. The number of women provided prenatal services for Mental Health/substance use disorder services
13. The number of women provided prenatal services—clinical care (healthcare provider, such as physician, nurse practitioner, clinic, midwife)
14. Number of women provided prenatal services - immunizations. such as RSV and Tdap
15. Number of women provided prenatal services - Other Prenatal services
16. Number of women referred to My Healthy Baby
17. Number of women provided mental health/substance use disorder services
18. Number of women referred to health/substance use disorder services
19. Number of women referred to postpartum care
20. Number of women provided postpartum services - clinical care (healthcare provider. such as physician. nurse practitioner. clinic)
21. Number of women provided postpartum services - mental health/substance use disorder service
22. State the postpartum services provided to women
23. Number of women provided mental health/substance use disorder services
24. Number of women referred to health/substance use disorder services
25. number of women referred to breastfeeding education or support
26. Number of women provided breastfeeding education or support
27. Number of families referred to pediatric care
28. Number of people provided with parenting classes/education
29. Number of families referred to childcare assistance (such as CCDF program)
30. Number of people receiving child car safety seats
31. Number of car safety seat inspections provided
32. Number of people provided safe sleep education
33. Number of people receiving sleep sacks
34. Number of cribs provided
35. Number of handle-with-care alerts issue
36. Number of women and children referred for active domestic violence assistance
37. Number of women and children provided safe, anonymous transport to shelter for victims of domestic violence and interim care/assistance provided
38. Number of women and children referred for assistance with physical and mental health recovery from domestic violence
39. Number of period products distributed
40. Number of people referred to substance use disorder treatment/support
41. Number of people referred to/provided care through Mobile integrated Health
42. Number of referrals to housing supports or resources
43. Number of families provided with utility/rent assistance
44. Number of families screened or referred to developmental services, such as First Steps
45. Number of people receiving life skills courses
46. Number of families receiving home visiting services, such as a home visiting program
47. Number of families referred to home visiting services, such as a home visiting program
48. Number of youth and parent cafés hosted
49. Number of families referred to an insurance navigator or Medicaid
50. Number of people provided contraceptive education

51. Number of women tested for STIs/HIV
52. Number of women referred for STI/HIV treatment
53. Number of women treated for STIs/HIV
54. Number of women referred to WIC
55. Number of families referred or connected to local food pantries
56. The number of people receiving other Services

III. PROVIDER JUDGEMENT AND FREEDOM OF CHOICE

All FHCSI and health related professionals employed by or under contract with either party shall retain sole and complete discretion, subject to any valid restrictions, imposed by participation in a managed care plan, to refer patients to any and all provider(s) that best meet the requirements of such patients. All such patients shall be advised that, subject to any valid restriction (s) imposed by the participation in a managed care plan, said patients may request referral to any provider that they choose.

IV. AGREEMENTS WITH OTHER PARTIES

FHCSI retains the authority to contract with other parties, if to the extent that, FHCSI's CEO, reasonably determines that such contracts are necessary in order to implement FHCSI's policies and procedures, or as otherwise may be necessary to ensure appropriate collaboration with other local providers (as required by Section 330(k)(3)(B)), to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality, and comprehensiveness of care.

V. VOLUME OR VALUE OF REFERRALS

Nothing in this agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either party. Neither party shall track such referrals for purposes relating to setting the compensations of their professionals or influencing their choice.

VI. CONFIDENTIALITY

The parties (and their directors, officers, employees, agents and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of all health center patients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164) and health center's policies and procedures regarding privacy and confidentiality of such information. The Parties (and their directors, officers, employees, agents and contractors) shall: (1) not use or disclose patient information, other than as permitted or required by this agreement for the proper performance of its duties and responsibilities hereunder; (2) use appropriate safeguards to prevent use or disclosure of patient information, other than as provided under this agreement and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this Agreement or applicable federal; and state laws or regulations.

VII. TERM AND TERMINATION

A. The term of this agreement will commence upon full execution of this agreement for its initial year in 2024 and will continue for two (2) years or as grant funding timelines dictate, at which time it will be automatically renewed *unless* amended or terminated as described by the process below.

B. Either party may terminate this agreement without cause upon 60 days prior written notice to the other party.

C. This agreement may not be assigned by either party without the express written consent of the other party.

D. The parties agree that this agreement shall be deemed for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

E. This agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the parties.

F. This agreement may be terminated for cause upon written notice by either party. "Cause" shall include, but is not limited to the following:

- (1) a material breach of any terms of the agreement, subject to a 30 day notice to cure and a failure to cure by the end of the 60-day period;
- (2) the loss of the FTCA coverage by FHCSI;
- (3) any material change in the financial condition of the FHCSI or CCHD (such as a loss of HFI grant funding or renewal), which reasonably indicates that either party would be unable to furnish services or uphold this agreement;
- (4) FHCSI failing to adhere to the terms and conditions of the HFI funding;
- (5) FHCSI using the grant funds for a purpose not permitted under this agreement;
- (6) the loss or suspension of any license or other authorization to do business necessary for the FHCSI to furnish Referral Service; or
- (7) the good faith determination by the CCHD or FHCSI that the health, welfare and/or safety of patients from FHCSI is jeopardized by the continuation of this agreement.

VIII. AMENDMENT

This agreement can be amended at any time by the signed and written agreement of both parties.

IX. GOVERNING LAW AND REGULATIONS

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana. To the extent it becomes necessary to litigate this agreement in a court of law, the parties acknowledge and agree to submit to the jurisdiction before any state or federal court with jurisdiction in Clark County, Indiana and FHCSI specifically waives any right to raise questions of personal jurisdiction or venue.

As required by I.C. 22-9-1-10, FHCSI shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be considered a material breach of this agreement.

All terms defined in I.C. 22-5-1.7 et seq. are adopted and incorporated into this Section. Pursuant to I.C. 22-5-1.7 et seq., FHCSI covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the date hereof. Within ten (10) days following full execution of this agreement, FHCSI shall execute an affidavit affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens.

In support of the affidavit, FHCSI shall provide CCHD with documentation that it has enrolled and is participating in the E-Verify program. This agreement shall not take effect until said affidavit is signed by FHCSI and delivered to CCHD's authorized representative.

As required by I.C. 5-22-16.5, the signature entered on behalf of FHCSI below constitutes FHCSI's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by I.C. 5-22-16.5.

FHCSI is under the coverage and direction of the U.S. Department of Justice (DOJ) Federal Tort Claims Act Civil Division and defers "hold harmless" considerations to DOJ counsel in the event of litigation from delivery of patient services from this and any agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their respective representative on the day and year aforesaid:

By:
Clark County Health Department Representative

By: Lori Harris, DrPH, RN
CEO, Family Health Centers of Southern Indiana

Date: _____

Date: _____

Business Associate Agreement Section

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

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 the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the 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;

[The parties may wish to add additional specificity regarding the breach notification obligations of the business associate, such as a stricter timeframe for the business associate to report a potential breach to the covered entity and/or whether the business associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity.]

(d) 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;

(e) Make available protected health information in a designated record set to the [Choose either “covered entity” or “individual or the individual’s designee”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for access that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to provide the requested access or whether the business associate will forward the individual’s request to the covered entity to fulfill) and the timeframe for the business associate to provide the information to the covered entity.]

(f) Make any amendment(s) to 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 obligations under 45 CFR 164.526;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for amendment that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to act on the request for amendment or whether the business associate will forward the individual’s request to the covered entity) and the timeframe for the business associate to incorporate any amendments to the information in the designated record set.]

(g) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either “covered entity” or “individual”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for an accounting of disclosures that the business associate receives directly from the individual (such as whether and in what time and manner the business associate is to provide the accounting of disclosures to the individual or whether the business associate will forward the request to the covered entity) and the timeframe for the business associate to provide information to the covered entity.]

(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); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information [Option 1 - Provide a specific list of permissible purposes.]

[Option 2 - Reference an underlying service agreement, such as "as necessary to perform the services set forth in Service Agreement."]

[In addition to other permissible purposes, the parties should specify whether the business associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which the business associate will de-identify the information and the permitted uses and disclosures by the business associate of the de-identified information.]

(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

[Option 1] consistent with covered entity's minimum necessary policies and procedures.

[Option 2] subject to the following minimum necessary requirements: [Include specific minimum necessary provisions that are consistent with the covered entity's minimum necessary policies and procedures.]

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add ", except for the specific uses and disclosures set forth below."]

(e) [Optional] Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) [Optional] Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) [Optional] Business associate may provide data aggregation services relating to the health care operations of the covered entity.

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

- (a) [Optional] Covered entity shall notify business associate of any limitation(s) 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) [Optional] 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) [Optional] Covered entity shall notify business associate of any restriction on 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.

Permissible Requests by Covered Entity

[Optional] Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. [Include an exception if the business associate will use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the business associate.]

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of signature date of MOU, and shall terminate only 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]. [Bracketed language may be added if the covered entity wishes to provide the business associate with an opportunity to cure a violation or breach of the contract before termination for cause.]
- (c) Obligations of Business Associate Upon Termination.

[Option 1 - if the business associate is to return or destroy all protected health information upon termination of the agreement]

Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

[Option 2 - if the agreement authorizes the business associate to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the business associate needs to retain protected health information for such purposes after termination of the agreement]

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 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains 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 [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate”] which applied prior to termination; and
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.

[The agreement also could provide that the business associate will transmit the protected health information to another business associate of the covered entity at termination, and/or could add terms regarding a business associate’s obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.]

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous [Optional]

(a) [Optional] Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) [Optional] Amendment. The Parties agree to take such action as is necessary 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) [Optional] Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Signed:

CCHD:

FHCSI: