

Memorandum of Understanding Missouri Rural Health Association-HealthTran

The Missouri Rural Health Association Member listed below have entered this Memorandum of Understanding agreement to improve rural Missourian's health outcomes through participation in the HealthTran transportation coordination model to improve access to care and to reduce health disparities.

MRHA-HealthTran Member

Organization Name: Northwest Health Services

Date: 2-12-2018 _____

Contact Person: Deanna Lamb _E-mail: deannalamb@nwhealth-services.org___ Phone:816-271-8262

Address: 2303 Village Drive, St Joseph_____ County: Buchanan_____ Zip Code: 64506

The purpose of membership is to impact health outcomes of rural Missourians by offering transportation coordination services in conjunction with transportation delivery for populations with health and wellness appointments, activities and needs to address chronic health issues, behavioral health needs, multiple diagnoses, preventative care and other social determinants of health concerns limiting population health. Other areas of need may include nutrition, employment, and other barriers limiting health. Members will provide assessment and transportation coordination and service for individuals with access barriers.

The MRHA HealthTran membership recognizes a strong collaborative relationship between association members and MRHA which expands our impact by combining resources, personnel and health access to multiple organizations.

Purpose/Goals/Objectives

The purpose of this memorandum of agreement is to formalize membership efforts to improve health status for the defined target population through provision of two critical enabling services, service delivery coordination and transportation. This agreement supports each organization's desire to improve access to healthcare in rural Missouri. The information contained herein describes the role of each entity in the consortium and the scope of services offered.

Goals:

1. Improve patient outcomes for individuals with lack of access to care.
2. Obtain data to support increased long-term, dedicated state and federal funding for transportation and/or health policy to support access to care.
3. Strengthen MRHA membership infrastructure and governance to effectively address transportation barriers through replication (with necessary modifications) of the HealthTran service delivery model.

Missouri Rural Health Association

- Serves as administrative/management agent of the HealthTran program.
- Assist in community collaboration, marketing, and development of transportation options.
- Distribute information about existing and proposed new service.
- Collect, evaluate, and share data for health and economic impact.
- Advocate at local, state, and federal levels to improve access to health and transportation infrastructure.
- As feasible, identify additional resources to support the project.

HealthTran Members Will:

- Be in good standing and active member.
- Designate a representative as the primary liaison.
- Collect, track and provide aggregate data that evaluates patient health outcomes related to access to care.
- Advocate at local, state, and federal levels to improve access to health and build public transportation infrastructure.
- Work collaboratively on health care access solutions.
- Participate and/or provide training and education to increase awareness and skills of mobility coordination.
- Maintain program integrity and abide by program guidelines.

Code of Ethics: As a MRHA-HealthTran member in support of building a network of support for those with a transportation barrier to care, the following guidelines apply to patients referred to another MRHA-HealthTran member:

- The referring member will notify the new "referred to" member of transportation need when setting up an appointment.
- A referred customer/patient from a participating MRHA-HealthTran member and who is received and accepted as a patient for on-going care, will be assessed for access to care barriers.
- HealthTran members who accept a referred patient, will assume responsibility for providing future transportation needs for return appointments and/or additional services to improve health outcomes.

Terms of Agreement. This Memorandum of Understanding will be automatically renewed with monthly Access/Membership fee unless otherwise cancelled upon written request of the Company. Either party may cancel this agreement without cause or for convenience on sixty (60) days' notice to the other party in writing, by certified mail or personal delivery, which actually communicates notice of termination within this time frame. Notice shall be to:

If to Company: Missouri Rural Health Association (MRHA)
C/O 2412 Hyde Park Road, Suite B
Jefferson City, Missouri 65109

If to Client: _____

This Memorandum of Understanding also may be terminated on shorter notice for cause (in writing); and cause shall mean material breach of any term or condition of this agreement. In the event of termination for cause, Company shall be compensated equitably on a prorated basis for time and expenses incurred through the date of termination.

AGREEMENT


This Memorandum of Understanding represents the complete understanding of the parties hereto. Any amendment to this agreement shall be in writing and signed by both parties.

Witnessed by:

COMPANY



Signature of Executive Director or Designee



Date

MRHA-HealthTran

Signature of Authorized Agent

Date



MISSOURI RURAL HEALTH ASSOCIATION



BUSINESS ASSOCIATE AGREEMENT

HEALTHTRAN MEMBERSHIP

This Business Associate Agreement (“Agreement”), effective March 1, 2018 is entered into by and between Missouri Rural Health Association (Business Associate) and Northwest Health Services, (the “Covered Entity”), with an address at 2303 Village Drive, St Joseph, MO 64506.

The Business Associate is a Not-for-Profit Corporation and the Covered Entity is a Not-for-Profit Corporation. The parties have entered into one or more agreements under which the Business Associate regularly uses and/or discloses Protected Health Information (PHI) in its performance of the services described below. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent rules and regulations including those set forth in the American Recovery and Reinvestment Act of 2009 (“ARRA”). This Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of their HealthTran agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. Pursuant to the HealthTran Agreement, the Business Associate provides services (“Services”) for the Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations under the HealthTran Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1(e), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2(b) below.

1.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

- a. Use the Protected Health Information in its possession for its proper management and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality.
- b. Disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business

and Business Associate shall promptly upon request reimburse Covered Entity for the cost of providing any notice to Individuals which is required to be given by Covered Entity as a result of a breach by Business Associate;

ii. Section 13405 of ARRA regarding restrictions on certain disclosures and sales of health information, accounting of certain protected health information disclosures, and access to certain information in electronic format;

iii. Section 13406 of ARRA regarding conditions on certain contacts as part of health care operations;

iv. Section 13407 of ARRA regarding temporary breach notification requirements for vendors of personal health records and other non-HIPAA covered entities (if applicable); and,

v. Section 13408 of ARRA regarding business associate contracts required for certain entities (if applicable).

- d. In addition to the notification requirements set forth herein, Business Associate shall report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement, of which Business Associate becomes aware within five (5) business days of the Business Associate's discovery of such unauthorized use and/or disclosure.
- e. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.
- f. Use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of such PHI.
- g. Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to section 2 of this Agreement.
- h. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for the purposes of determining the Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
- i. Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within 14 days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.

- e. That the Business Associate may make any use and/or disclosure of Protected Health Information permitted under 45 C.F.R. § 164.512 except uses or disclosure for research which are not permitted without prior approval by the covered entity.

3. REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it, of its obligations, under this Agreement have been duly authorized by all necessary corporate of other actions and will not violate any provision of any license, corporate charter or bylaws.
- b. That neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. Each Party represents and warrants to the other Party that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement.
- c. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.
- d. That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement including, without limitation, the requirement that modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects and/or limits the uses and disclosures that are otherwise permitted under the Standard will be communicated to the Business Associate, in writing, and in a timely fashion.
- e. That it will reasonably cooperate with the Party in the performance of the mutual obligations under this Agreement.
- f. That neither Party, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state

4.5 Effect of Termination. Upon the event of termination pursuant to this Section, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit and further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. CONFIDENTIALITY

5.1 Confidentiality Obligations. In the course of performing under this Agreement, each Party may receive, be exposed to or acquire the Confidential Information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential ("Confidential Information") or the other Party. For purposes of this Agreement, "Confidential Information" shall **not** include PHI, the security of which is the subject of this Agreement and is provided for elsewhere. The Parties, including their employees, agents, or representatives (i) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (ii) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. Notwithstanding anything to the contrary herein, each Party shall be free to use, for its own business purposes, any ideas, suggestions, concepts, know-how or techniques contained in information received from each other that directly relates to the performance under this Agreement. This provision shall not apply to confidential Information: (a) after it becomes publicly available through no fault of either Party; (b) which is later publicly released by either Party in writing; (c) which is lawfully obtained from third parties without restriction; or (d) which can be shown to be previously known or developed by either Party independently of the other Party.

6. INDEMNIFICATION

7.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

7.7 Counterparts: Facsimiles: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimiles copies hereof shall be deemed to be originals.

7.8 Disputes: If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

7.9 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WITHER SUCH A LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH A LOSS OR DAMAGES.

8. DEFINITIONS

8.1 Designated Record Set: Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. X 164.501, such provision is currently drafted and as it is subsequently updated, amended, or revised.

8.2 Health Care Operations: Health Care Operations shall have the meaning set out in its definition at 45 C.F.R. X 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

8.3 Privacy Officer: Privacy Officer shall have the meaning set out in its definition at 45 C.F.R. X 164.501 (a) (1), as such provision is currently drafted and as it is subsequently updated, amended or revised.

8.4 Protected Health Information: Protected Health Information shall have the meaning set out in its definition at 45 C.F.R. X 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

If to Business Associate, to: Missouri Rural Health Association
413 State Road Z
Fulton, MO 65251
Attention: Executive Director
Fax: 573-632-6678

With a copy (which shall not constitute notice) to: Missouri Rural Health Association
413 State Road Z

Missouri Rural Health Association
MEMBERSHIP-ATTACHEMENT A

Date: 2/12/2018
Member: Northwest Health Services
Address: 2303 Village Drive
City/MO/Zip: St. Joseph, MO 64506
Contact Person: Deanna Lamb, CEO
Phone: 816-271-8262

BENEFITS

- *Advocacy supporting rural health with a focus on Access to Care*
- *Annual conference & training opportunities*
- *Information, articles and connection through www.morha.org website & Face Book www.facebook.com/HealthTran/*
- *OutFront Health Insurance (group rates)*
- **Access to Lionfleet Procurement: purchasing & inventory management services*

PREMIUM SERVICE & SUPPORT

- *Premium customer service support*
- *Online Portal-No Software to Install*
- *Mobility Management & Coordination Training*
- *HIPAA Compliant*
- *Easy to Read & Operate User Interface*
- *See Current Trips in Progress-Schedule now or 30 days out*
- *View Driver & Vehicle Information-Contact Driver*
- *Filter Organizational & Client Trip History-RUN REPORTS*
- *Quality Transport Providers-Background checks, drug testing, vehicle inspection, training*
- *Strategic Program Expansion (demand response)*

Monthly Access-Membership Fee: (Select one based on usage)

- | | |
|---|--|
| <input type="checkbox"/> \$37.50 maximum 20 scheduled rides | <input type="checkbox"/> \$200.00 maximum 250 sch. rides |
| <input type="checkbox"/> \$75 maximum 60 scheduled rides | <input type="checkbox"/> \$300 maximum 500 sch. rides |
| <input type="checkbox"/> \$125 maximum 125 scheduled rides | <input type="checkbox"/> \$450 for 875 sch. rides |

Access-Membership fees are based usage (# of rides scheduled per month (Destination A to Destination B) and are subject to change. Two months required at time of enrollment. Direct billed monthly included in transportation expense report.

\$150.00 _____ **Access-Membership Startup Fee** (2 Months required) (March/April 2018)

\$0 _____ **Log-In Setup** (One-time cost) \$99 per log-in x # 5 = \$0 (5 per agreement provided)
Additional log-ins will be at the \$99 rate
(Required: Staff Access List in excel format)

X



X

Suzanne Alewine, Executive Director MRHA

Attachment C
HEALTHTRAN LAUNCH SPONSORSHIP

Date: 2/12/2018

Company: Northwest Health Services

Address: 2303 Village Dr., St Joseph, MO 64506

Name: Deanna Lamb

E-mail: deanalamb@nwhealth-services.org

Phone: 816-271-8262

SPONSOR BENEFITS: *One sponsor per service area. A sponsor may represent a group but is responsible for deliverables, costs and receiving grant funds. The sponsor provides leadership in implementing HealthTran within the service area and receives the following benefits:*

1. *Determines geographic area (limits may apply)*
2. *Determines launch size (cost)*
3. *Company logo on Missouri Rural Health Association website (12 months) with news article*
4. *Company logo and announcement of launch on MRHA Facebook page.*
5. *Identified in all marketing launch campaign items during launch period. (120 days)*
6. *Grant Opportunity for reimbursement of \$1 per mile scheduled up to \$5,000 maximum during the first 90 days. Funds will be paid direct to transportation providers to cover trips after the first 90 days until expended.*
7. *Invitation to present at Missouri Rural Health Conference.*
8. *One community outreach presentation at time and location of choice*
9. *Assistance in funding resource development*

Member Launch Deliverables:

1. *Works with Association to set launch goals*
2. *Provide information and connections to local resources*
3. *Provides marketing materials*
4. *Determines contact person (lead & backup)*
5. *Aligns mobility coordination & scheduling staff*
6. *Designates amount of transportation funds to support initial drivers recruited*
7. *Promotes usage within the company at pre-designated level*
8. *Supports program expansion through advocacy within the community*

Association Launch Deliverables:

1. *2 Pre-Launch date site visits.*
2. *4 Webinars/Conference Calls*
3. *1 Community or Media outreach*
4. *Assistance in determining geographic service area. (limits may apply)*
5. *Assistance in determining need (population, distance-mileage, missed appointments, etc.)*
6. *Technology: Access, Log-In Setup, EFT, Billing, Staff Training (on-site, webinar, conference)*