



REQUEST FOR FUNDING PROPOSAL
NEW APPLICATION FY 2022
July 1, 2021—June 30, 2022
Disability Resource Connection
Franklin County SB40 Resource Board

AGENCY NAME:

PROGRAM NAME: FY2022 Amount Requested:\$

Indicate area of service for which you are requesting funding (place x in appropriate box).

- Personal Assistance Services
Respite care services
Sheltered Workshop Employment
Community Employment/Supported Employment
Early Intervention
Behavioral Support
Other
Residential
Recreation
Transportation
Day Habilitation
Community Integration
Summer Employment

Indicate which setting best describes your program.

- Community-based
Sheltered Workshop-based
Clinic-based

Please submit three (3) copies (can be double sided), of this application. Copies should be stapled together in the upper left hand corner. In addition, email one electronic copy to abarry@fcsb40rb.org. Electronic copy should be a single file, not multiple files, in either a word doc or a PDF.

DEADLINE: Application copies should be received via mail or delivered to: 1308 N. Church Street; Union MO 63084 no later than March 15, 2021, 2:00 p.m.

For assistance with this application or for further information, please contact:

kmacdonald@fcsb40rb.org
Office: 636-584-7240 ext. 1231
Direct Line: 636-220-5081

- Please submit the following supplemental information. Note: if you are applying for multiple programs, supplemental information only needs to be sent once per agency.

SUPPLEMENTAL INFORMATION	✓ if included or explain why document is not included
Certificates, Licenses, ect. –	
Certificate of Incorporation	
Most recent independent audit	
Copy of most recent 990 tax return	
Agency policy statement for background screening of staff	
Copies of agency accreditation(s) –	
Most recent strategic plan	
Liability Insurance	
Board of Director’s resolution *see Appendix A	
List of current Board of Directors	
Action Plan	
Business Associate Agreement	
Budget-current year, previous year, and next year’s projections	
Signature sheet stating that you have read and understand the Funding Policy	
Signature sheet stating that you have read and understand the Publicity Policy	

Additional comments about supplemental information

<b>Agency Profile</b>	
Agency Name:	
Agency Address:	
Street	
City, State, Zip Code	
Agency Phone Number:	
Agency Fax Number:	
Agency Web Site:	
Primary Contact:	
Name	
Title	
Email Address:	
Contact Phone Number & Ext.	
Contact Cell Phone Number:	
Additional Contact Numbers:	

# Proposal Narrative

## Proposed Program Description

- Briefly describe the program your agency is proposing, the target audience, the problem the program will address, and a brief outline of your methods. Describe the target population to be served and quantify the problem using local statistical data. Demonstrate the outstanding need for services in order to justify your request and cite your sources. *Please give some examples of how you believe your program will impact the lives of individuals, children, youth, and families or the community*

## Community Resources *(maximum 300 words)*

- Explain how your agency uses community resources (e.g., fund-raising, volunteers, donations) and how does this impact your request to the FCSB40RB?
- Explain attempts to secure other funding sources for this program.
- Describe how your agency collaborates with other agencies.
- Do you refer to other agencies? Which ones? If you are unable to provide services when asked, what is the procedure your staff uses to ensure referral to appropriate services? Do you provide follow-up to determine if needs were met or if referral was followed?



**Budget Justification Narrative** (no word limit)

- Describe each of the costs listed on the previous table.
- Be specific about the administrative cost, how is your administrative cost determined and what does the administrative cost cover.
- Be specific about staff salaries, the percentage of that person's time devoted to this program.
- Be specific of how your fringe benefits are determined.
- Be specific about your number of any types of staff, types of supplies, types of training, etc.

## Administrative Cost % Calculation Worksheet

What was your organization's past year administrative expense as reported on your most recent filing of IRS Form 990 (or pro forma IRS 990 if applicable)? Pg 10, Statement of Functional Expenses/Column C Management and General Expenses/Line 25

(A) \$ \_\_\_\_\_ (enter amount here)

What was your organization's past year fundraising expense as reported on your most recent filing of IRS Form 990 (or pro forma 990 if applicable)? Pg 10, Statement of Functional Expenses/Column D Fundraising Expenses/Line 25

(B) \$ \_\_\_\_\_ (enter amount here)

What was your organization's past year total revenue as reported on your most recent filing of IRS Form 990 (or pro forma IRS 990 if applicable)? Pg 9, Statement of Revenue/Column A Total Revenue/line 12

(D) \$ \_\_\_\_\_ (enter amount here)

Enter amounts from lines above:

\$ \_\_\_\_\_ (A from above) Management and General Expenses  
+PLUS

\$ \_\_\_\_\_ (B from above) Fundraising Expenses

= \$ \_\_\_\_\_ Total Expenses (C) = (A+B)

\$ \_\_\_\_\_ (D from above) Total Revenue

\$ \_\_\_\_\_ (C divided by D) = ADMINISTRATIVE COST% \_\_\_\_\_

### Agency Budget

- Attach a copy of your agency's current year, previous year, and next year's projected budgets. These budgets should detail all of the agency's sources of income and expenses.
- Descriptions of additional awards of income or reductions in income can be included in summary form if they are not included in the agency's budget. Please indicate whether the funds are restricted or unrestricted.
- Delineate between your overall budget and the budget for the program services for which you are applying.
- Each applying agency must demonstrate that funds are not being supplanted in order to demonstrate need.

### Cost Summary

Provide information regarding the number of persons which you anticipate providing services, your unit of service cost and the total that you are requesting. Varying services may have different unit costs.

<b>Service to be Provided</b>	
Number of person's to be Served	
Unit Cost	
Amount Requested	
<b>Service to be Provided</b>	
Number of person's to be Served	
Unit Cost	
Amount Requested	
<b>Service to be Provided</b>	
Number of person's to be Served	
Unit Cost	
Amount Requested	
<b>Total Amount Requested</b>	



**Unit Definition** (maximum 200 words)

- Describe what your agency considers a unit of service. Please note that if awarded funding, reimbursement will only be given for units identified, defined and agreed upon.

### Agency Assurance

I, the undersigned, certify that the statements in this request for funding proposal application are true and complete to the best of my knowledge, and accept, as to any funds awarded, the obligations to comply with any of the conditions of the *Franklin County SB40 Resource Board* conditions specified in the funding award and contract.

I, the undersigned, certify that in addition to the conditions mentioned above, will maintain accepted accounting procedures to provide for accurate and timely recording or receipt of funds, expenditures and of unexpended balances. I will establish controls, which are adequate to ensure that expenditures used to determine unit cost for allowable purposes, and that documentation will be readily available to verify their accuracy and validity.

I, the undersigned certifies the following to be true:

- That the agency maintains a Confidentiality Policy that ensures the privacy of the clients we serve, those who volunteer their time and energy to the agency, and to all agency staff members;
- That the agency is an equal opportunity employer and does not discriminate in its hiring, firing, or promotion policies or practices on the basis of race, religion, color, sex, marital status, familial status, national origin, age, disability, or sexual orientation;
- That the agency complies with the law governing the Articles of Incorporation under all Missouri Nonprofit Corporation statutes.

Agency President/CEO Printed Name \_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Agency Board Chair Printed Name\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Appendix A

**Franklin County SB40 Resource Board  
2022 Application for Funds  
Board of Directors Resolution**

At the Board meeting on \_\_\_\_\_, the Board of Directors of  
\_\_\_\_\_ approved submitting this application form for the  
purposes of:

\_\_\_\_\_  
Project Name Amount Requested Amount

\_\_\_\_\_  
Project Name Amount Requested Amount

\_\_\_\_\_  
Project Name Amount Requested Amount

Note: Exact dollars requested are not required. Amounts requested should be submitted as not-to-exceed figures.

The authorized individual(s) to enter into contractual arrangements with the Franklin County SB40 Resource Board is (are):

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

We, the undersigned, hereby certify that the statements made in this application are correct to the best of our knowledge and belief, and we are authorized to sign this application on behalf of the applicant, and we shall comply with the FCSB40RB guidelines, monitoring procedures, and formal contract provisions if our request for funding is approved.

Respectfully submitted,

\_\_\_\_\_  
By Address

\_\_\_\_\_, Board of Directors  
Title

\_\_\_\_\_  
Date Phone



**POLICY AND PROCEDURES FOR FUNDING**

## POLICY AND PROCEDURES FOR FUNDING

In carrying out its duties to residents of Franklin County who have a developmental disability, the Franklin County SB40 Resource Board will provide funds to qualified not-for-profit corporations, professionals, and individuals. Organizations must be an established corporation that have been in business for at least one (1) full year and have a board of directors. **Funding is provided on the basis of the qualifications of service providers, the needs of the Franklin County community, and the availability of monies.** On an annual basis the Franklin County SB40 Resource Board assesses the needs of the individuals to be served and the Franklin County community. Decisions on funding are made on the basis of the assessment and of available funds. FCSB40RB has identified certain organizations that are crucial to meeting the needs of individuals to be served. **FCSB40RB works with agencies to support but not guarantee their viability as organizations over the long term.** It works with all organizations to ensure individuals receive the services they need. .

### SERVICES PROVIDED AT LOCATIONS OUTSIDE OF FRANKLIN COUNTY

The Franklin County SB40 Resource Board does not ordinarily provide funding for services located outside the boundaries of Franklin County. Exceptions may be made on an individual basis if there are exceptional circumstances. Individuals that live in Franklin County that are interested in having services provided outside of the county must contact the Executive Director. The decision on allowing the funding will be made by the Board of Directors. However, the Franklin County SB40 Resource Board does not provide any funding to non-Franklin County residents, even if they receive services/supports in Franklin County. The said individual must reside within the boundaries of Franklin County to receive any tax levy or consumer services dollars.

The amount of funding provided for an out of county service will not exceed that provided for equivalent service provided in Franklin County if the service is available.

Funding for an out of county service will be reviewed and approved on a yearly basis. The funding may be discontinued due to lack of funds or priority of other services.

### FUNDING CYCLE

The fiscal year for the Franklin County SB40 Resource Board is from July 1st through June 30th of the following year. Ordinarily the budget development and funding request review process is intended to result in funding decisions for the next fiscal year. Applications for funding will be considered at other times based on availability of funds. Applicants need to recognize that after the budget is set, further funds may not be available.

The schedule of reviewing and approving applications for funding is:

*February:* Ads are placed in county newspapers notifying the public that requests for funding are available. Copies of requests for funding delivered or mailed to agencies that already receive FCSB40RB funding.

*March:* Requests for funding are due. The Board of Directors agrees on a method of hearing from agencies on their requests.

*April:* Applications are reviewed

*May:* The board may request agencies requesting funding to present on their request

*June:* The budget is approved at the regular board meeting. The agreement for funding is signed by both the funded agency and FCSB40RB.

## **APPLICATION FOR FUNDING**

Agencies that have not been previously funded must submit the new agency application and should contact the Executive Director to obtain an application and receive assistance in filling it out. Usually a committee of the board of directors will review applications and interview a representative of the agency. A presentation to the board of directors may be required. Applicants should submit one original only including required documents as listed on the application.

## **BILLING AND DOCUMENTATION**

Unless other arrangements are made bills are paid on a monthly basis following the provision of services. Payments will only be made up to the total specified in the agreement.

For agencies paid on a unit of service basis, documentation accompanying the billing must include the persons receiving services, the number of units received, the dates of service and the type of service if more than one type is provided. Specified agencies will be required to provide their attendance and monthly financial statements. They must present a yearly audit also.

- **Franklin County SB40 Resource Board funds cannot be used to supplement the rates paid by Medicaid.**
- **Funded agencies must stay within their approved funding allocation amounts during the fiscal year.**
- **Billing Invoices should be submitted by the 15<sup>th</sup> of the following month for payment.**

## **QUALITY ASSURANCE**

Service providers funded by FCSB40RB must provide evidence that they meet agreed on levels of quality. All agencies must abide by FCSB40RB Client Rights policy (see below). In addition, they must show that they are protecting the health and safety of consumers; that they are financially sound and protected against financial loss from theft or lawsuit; and that they are providing services paid for by the Franklin County SB40 Resource Board.

**Health and Safety:** The agency must have outside, independent inspections. The procedure is negotiable.

**Financial:** The agency must provide regular financial statements. It must also have liability insurance and employee dishonesty insurance.

Organizations with over \$500,000 annual expenses must submit an audit conducted by an independent certified public accountant. If expenses are between \$300,000 and \$500,000 the organization must submit a review by an independent certified public accountant. If expenses are less than \$300,000

services will be purchased on an individual basis in accordance with an individual plan. Services will be substantiated by reviewing documentation; observation of the program, and verification with the consumer or representative. All services provided through FCSB40RB's status as an Organized Health Care Delivery System (OHCDS) will be verified in the same way.

Quality of Services: All service providers must be accredited by a nationally recognized body or be certified by a Missouri state agency.

Where applicable (such as therapy) the provider must show evidence of licensing or certification.

## **EQUAL OPPORTUNITY**

Service providers must follow all laws and regulations concerning equal opportunity. They must also follow the provisions of the Americans with Disabilities Act.

## **CLIENT RIGHTS**

Agencies must notify clients of their rights and must have in place grievance procedures. Agencies must take their procedures seriously and implement them fairly.

Individuals following the agency grievance procedure must be allowed to receive assistance from anyone they designate. The agency must inform the client's who are receiving services that they may receive assistance from the Franklin County SB40 Resource Board.

Agencies will inform the Franklin County SB40 Resource Board of new clients. FCSB40RB will contact each new client to inform them of its advocacy services. FCSB40RB will at various times survey consumers on their satisfaction with services.

Agencies shall take effective action regarding abuse and neglect as defined in the Policies and Procedures. Agencies shall fully cooperate with clients and/or their representative or any investigating agency concerning client rights, abuse and neglect. FCSB40RB may terminate an agreement if the agency fails to perform any action required in this paragraph.

## **AGREEMENT FOR FUNDING**

When FCSB40RB has decided to fund a proposal, an agreement will be signed by the FCSB40RB and the designated person of the agency. Final authority on all funding rests with the board and any changes the board wishes to make in the proposal (such as reducing the amount of funding) will be written into the agreement. After the agreement has been signed by the Board representative, it will be hand delivered or sent by mail to the agency. The agency shall have 15 working days from the date of delivery to return the agreement. If the agency does not return the agreement in that time period, it will be considered to be non-responsive, and the agreement void. **Funds designated for the proposal may not be used for other purposes.** Agencies signing an agreement agree to follow all FCSB40RB funding policies as well as carry out the activities proposed in the request for funding.

## **PERSONS SERVED *and* ELIGIBILITY**

The Franklin County SB40 Resource Board provides funding only for handicapped and/or developmentally disabled persons (as defined in Section 178.900 and 205.968 RSMo {1986} and

Cumulative Supplement 1990) who are residents of Franklin County. The agency must only use FCSB40RB funds for individuals meeting the definition. An individual at a sheltered workshop who meets the definition of “handicapped” but not developmental disability may be funded only for the workshop and transportation services.

Services will be provided only to individuals who have applied for benefits that will reduce the cost of FCSB40RB for funding services. Medicaid is the primary example. They must also apply to Rolla Regional Office for eligibility. Anyone who does not apply will not be funded.

## **MODIFICATION AND TERMINATION**

Either the Franklin County SB40 Resource Board or the agency may request modification of their agreement. Minor changes may be approved by FCSB40RB’s Executive Director. Major changes must be approved by the Board of Directors.

The agreement may be terminated by the Franklin County SB40 Resource Board if the agency does not carry out the terms of the agreement. This includes failure to make renovations, purchase equipment, provide services or engage in any other requirement of the agreement. Franklin County SB40 may terminate an agreement if the agency reports on service provided show that the usage of the service is inadequate.

Franklin County SB40 Resource Board may terminate the agreement if the agency cannot provide satisfactory documentation of its expenses. FCSB40RB will not make payments unless required documentation is presented. Failure to present required documentation in a reasonable amount of time may result in termination of the agreement.

Franklin County SB40 Resource Board expects agencies to cooperate fully with any regulatory body having jurisdiction over them. Failure to cooperate with such organizations may result in termination of the agreement. FCSB40RB may terminate an agreement if a regulatory body finds a situation which endangers clients or staff in an agency.

Falsification of reports is a basis for termination. Any payments for services not actually provided must be returned to the Franklin County SB40 Resource Board.

## **AGENCY APPEAL PROCEDURES**

An Agency may appeal the decision of the Franklin County SB40 Resource Board on actions specifically related to an agreement or a denial of an agreement with the agency. When there is reason to believe an agreement should be terminated, the agency will always be notified so it may respond. Appeals shall be in writing and sent to the board chairperson at the administrative office. Appeals may not be made regarding the policy of the board, agreement with other agencies or other matters not directly related to the agency having a grievance.

Appeals and matters of termination of an agreement will be referred to the Executive Committee. The Executive Committee shall investigate in a manner it deems appropriate and hold a meeting to discuss the matter and make a recommendation. The agency shall be notified in writing of the time and place of the



meeting and allowed time to present its side. The amount of time allowed the agency will be at the discretion of the Executive Committee.

The recommendation of the Executive Committee will be presented to the Board of Directors at a regular or special meeting. The agency will be notified of the time and place an allowed time to present its side. The amount of time allowed the agency will be at the discretion of the Board of Directors. The decision of the Board of Directors is final.

### FUNDING POLICY SIGNATURE SHEET

Name of Organization\_\_\_\_\_

I have read and understand the Franklin County SB40 Resource Board's Policy and Procedures for Funding. I agree to abide by these policies and procedures and are aware that the FY2021-FY2022 funding agreement may be terminated if policies and procedures are not followed.

Agency President/CEO Printed Name\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

## Publicity by Funded Agencies

### **Purpose:**

As a local taxing entity, the Franklin County SB40 Resource Board (SB40 Board) values opportunities to educate Franklin County taxpayers about how its tax dollars, through SB40 Board funding, are being invested in community programs that serve individuals with developmental disabilities living in Franklin County. Identifying the SB40 Board as a funding partner acknowledges the community's contribution while educating the public on the quality supports and services available to its citizens with developmental disabilities.

### **Outreach:**

The AGENCY will partner with the SB40 Board to inform the community about the ways its tax dollars are being invested in services and supports. The AGENCY will acknowledge the SB40 Board as a funding source whenever publicizing SB40 Board-funded programs through all feasible media, including, but not limited to press releases, articles, media reports, interviews, videos, electronic publications, website, oral and poster presentations, printed brochures, flyers, exhibits or other materials.

### **Press Releases/Media Contact:**

The AGENCY is responsible for notifying the SB40 Board Executive Director of contact with media regarding SB40 Board funded programs or profiles of participants in SB40 Board funded programs. When identifying SB40 as a funding partner, the acknowledgement should be clear and prominent in every press release, ideally in the first or second paragraph. The first time Disability Resource Connection is referred to, it should be spelled out in full as Disability Resource Connection.

*The following Note for Editors should accompany press releases to provide background information about Disability Resource Connection*

#### **Note for Editors**

*Disability Resource Connection is a public taxing entity, commonly known as a "Senate Bill 40 Board" that enters funding contracts with agencies that serve individuals with developmental disabilities in Franklin County. This public tax was established in 1987 when voters of Franklin County approved to tax themselves up to ten cents per \$100.00 of assessed property valuation to provide community-based programs and supports for citizens with developmental disabilities. Funded services include: supported day programs, residential services, advocacy services, early intervention, family support, transitional programs, respite, facility-based employment and supported employment, adaptive and therapeutic supports, recreation, transportation, and vocational training.*

*In May of 2003, the Franklin County SB40 Resource Board began providing case management to individuals birth through end of life with an agreement with the Department of Mental Health Division of Developmental Disabilities.*

*A nine-member volunteer Board of Directors appointed by the Franklin County Commissioners sets the financial and administrative framework for the agency and hires and directs the Executive Director to*

*conduct the everyday operations of the agency. The SB40 Board delegates administrative responsibilities and accountability to the Executive Director, while maintaining constant check of the agency to assure that actions are within the framework of Board established policies and procedures. For further information, contact Disability Resource Connection at 636-584-7240 or visit the Disability Resource Connection website at <http://disabilityresourceconnection.org/>*

### **Use of SB40 Logo:**

Acknowledgements of funding support include displaying the SB40 Board logo. Agencies are required to display the SB40 Board logo on its printed material, website, and at their place of business (i.e. Administrative offices).

The logo and all its components are intended to be used in its original state. Do not change the color of the logo, or remove or use elements of the logo (such as removing the abbreviation at the top or the full name at the bottom).

The agency may position the logo as they choose to best fit their design needs, but all logos should be equally sized and placed in the same general proximity on the promotional materials.

If the layout of the promotional materials requires changing the SB40 Board logo size, the agency is responsible to ensure that:

- The logo is sized proportionally to the original dimensions (i.e. do not change the aspect ratio)
- The logo is not resized to make text unreadable
- At least .167 inches of space surrounds the logo to avoid crowding

The official SB40 logo is available in various formats and can be obtained by contacting the SB40 Board office

**PUBLICITY POLICY SIGNATURE SHEET**

Name of Organization\_\_\_\_\_

I have read and understand the Franklin County SB40 Resource Board's Publicity Policy. I agree to abide by this policy and are aware that the FY2021-FY2022 funding agreement may be terminated if this policy is not followed.

Agency President/CEO Printed Name\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Franklin County SB40 Resource Board, a Covered Entity as defined by HIPAA, hereinafter referred to as “Agency,” and \_\_\_\_\_ hereinafter referred to as “Business Associate.”

### RECITALS.

Background and Purpose: The Agency and Business Associate are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as “HIPAA”) and all regulations promulgated pursuant to authority granted therein. Contractor is a “Business Associate” of the Agency as defined in 45 CFR 160.103. This Agreement shall govern Business Associate’s receipt, use, maintenance, transmittal and creation of Protected Health Information on behalf of Agency.

### A. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and all regulations promulgated pursuant to authority granted therein.

1. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “protected health information”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
2. Breach means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under Part 164, Subpart E of the HIPAA Rules that compromises the security or privacy of such information, except as provided in 42 USC 17921. This definition shall not apply to the term breach of contract as used in this Agreement.
3. Business Associate is defined in 45 CFR 160.103 and for purposes of this agreement mean the contractor with whom Agency has an underlying contract for goods or services.
4. Covered Entity, as defined in 45 CFR 160.103, and/or Agency means Franklin County SB40 Resource Board for purposes of this Agreement.
5. Electronic Protected Health Information or ePHI shall have the same meaning as the term “electronic protected health information” in 45 CFR 160.103 of the Security Rule to the extent such information is transmitted in Electronic Media or maintained in Electronic Media by Business Associate from or on behalf of Agency.
6. Enforcement Rule means the rules codified at 45 CFR Part 160, Subparts C, D, and E.
7. HIPAA Rules means the collective privacy, security, breach notification and enforcement rules and regulations found at 45 CFR Parts 160 and 164.
8. Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the HIPAA Rules and HITECH Standards.
9. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Subparts A and E of Part 164.
10. Protected Health Information (PHI) means certain individually identifiable health information as defined in 45 CFR § 160.103:
  - a. Except as provided in paragraph 2 of this definition that is transmitted by electronic media; or maintained in electronic media or transmitted or maintained in any other form or medium.
  - b. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended; and employment records held by a covered entity in its role as employer.
11. Security Incident shall be defined as set forth in the “Obligations of the Business Associate” section of this Agreement.
12. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164 as amended from time to time.
13. Unsecured Protected Health Information or Unsecured PHI means PHI that is not secured through the use of a technology or methodology specified in the Secretary of the Department of Health and Human Services’ guidance.

### B. Obligations of Business Associate

1. *Safeguards.* Business Associate shall appropriately safeguard PHI that it receives, creates, maintains, uses or transmits on behalf of the Agency. Business Associate shall comply with the terms of this Agreement as well as the requirements of HIPAA as amended and all regulations promulgated thereunder. Any ambiguities in this Agreement shall be interpreted to allow compliance with HIPAA.
2. *Limit Use and Disclosures.* Business Associate agrees not to use or disclose PHI except as permitted or required by this Agreement or as required by law. Business Associate may disclose PHI (a) for Business Associate’s proper management and administration, and (b) to carry out the legal responsibilities of Business Associate under this Agreement, assuming either of the following are satisfied: (i) the disclosure is required by law or (ii) Business Associate obtains reasonable assurances from the person to whom Business Associate further discloses the PHI in accordance with the requirements of Paragraph 9 herein.
3. *Use Minimum Necessary.* Business Associate shall comply with the minimum necessary disclosure requirements set forth in 45 CFR 164.502(b).
4. *Use Safeguards.* Business Associate agrees to use reasonable safeguards to prevent use or disclosure of PHI and ePHI other than as allowed by this Agreement or as otherwise required or allowed by law. Business Associate agrees to implement administrative, physical,

and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Agency. Such safeguards shall include:

- a. Workforce training on the appropriate and allowable uses and disclosures of PHI pursuant to the terms of this Agreement;
  - b. Policies and procedures implemented by the Business Associate to prevent inappropriate and unauthorized uses and disclosures of PHI by its workforce and subcontractors;
  - c. Encryption of any transmission of electronic communication containing PHI or any portable device used to access or maintain PHI, or an equivalent safeguard;
  - d. Compliance with the security standards set forth in Subpart C of 45 CFR Part 164; and
  - e. Any other safeguards necessary to prevent the inappropriate or unauthorized use or disclosure of PHI.
5. *Report Inappropriate Uses or Disclosures of PHI.* If Business Associate becomes aware of any use or disclosure of PHI not permitted by this Agreement or by law, Business Associate agrees to report such violation to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such and a proposed written plan of action for approval that describes plans for prevention of any such future incident.
6. *Report Security Incidents.* If Business Associate becomes aware of a Security Incident, Business Associate agrees to report such incident to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with systems operations. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for prevention of any such future security incidents.
7. *Report Breaches of Unsecured PHI.* In the event that Business Associate discovers a Breach of Unsecured PHI, Business Associate agrees to immediately notify Agency upon becoming aware of such breach and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of the incident, Business Associate shall provide Agency with the following:
- a. The name, address, and telephone number of each individual whose information was involved;
  - b. The electronic address of any individual whose information was involved if the individual has specified a preference of contact by electronic mail;
  - c. A brief description of what happened; the date of the Breach and the date of the discovery of the Breach;
  - d. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, Medicaid number, diagnosis, or types of information that were involved);
  - e. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
  - f. Any remedial action being taken to mitigate any harmful effect; and
  - g. A proposed plan for approval for prevention of any such future incidents.
8. *Make Information Available for Accounting of Disclosures.* Business Associate agrees to maintain records of each disclosure containing at a minimum, the date of the disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of the disclosure. Upon request and as directed by Agency, Business Associate shall provide to Agency or to the individual to whom the PHI relates an accounting of all such disclosures in accordance with 45 CFR 164.528. Such information shall be provided in the time and manner designated by the Agency. To the extent required by Business Associate under Section 13405(c) of the HITECH Act, if Agency uses or maintains Electronic Health Records (EHR), Business Associate will include in the accounting disclosures made for treatment, payment, or health care operations purposes through the EHR. Business Associate agrees to make available to the Individual the information described above if properly requested by the Individual.
9. *Require Compliance of Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any agents, including any subcontractor, of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Agency agree to the same restrictions, requirements and conditions that apply to the Business Associate with respect to such information.
10. *Incorporate Amendments.* Business Associate agrees to make any amendments to PHI in a designated record set that Agency directs or agrees to pursuant to 45 CFR 164.526 at the request of Agency or an Individual, and in the time and manner designated by Agency.
11. *Provide Access.* Business Associate agrees to provide access, at the request of Agency, and in the manner and time designated by Agency, to PHI in a designated record set, to Agency or as directed by Agency, to an Individual in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an EHR, Business Associate shall provide such information in electronic format to enable Agency to fulfill its obligations under Section 13405(e) of the HITECH Act.
12. *Restrict Disclosure of PHI.* Upon written request by Agency on behalf of an Individual, Business Associate agrees to consider restrictions on the use or disclosure of PHI agreed to by Agency. Business Associate will grant requests to limit disclosures to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full for services or products as provided in Section 13405(a) of the HITECH Act.
13. *Notification of Material Breach of Contract.* If Business Associate becomes aware of a pattern of activity or practice of the Agency that constitutes a material breach of contract regarding the Agency’s obligations under this Agreement, Business Associate shall notify Agency of the activity or practice that constitutes a material breach or violation of HIPAA.
14. *Record Retention.* To meet the requirements of HIPAA and the regulations promulgated thereunder, Business Associate shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six years as specified in 45 CFR Part 164.

15. *Audit and Inspections.* Unless otherwise protected or prohibited from disclosure by law, Business Associate shall make the internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Agency available to the Agency and/or to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Agency's and/or Business Associate's compliance with its legal obligations with the HIPAA Rules and the Agreement.
16. *Remuneration in Exchange for PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid Authorization.
17. *Indemnification.* Business Associate shall indemnify the Agency from any liability resulting from any violation of the Privacy Rule, Security Rule, or Breach, arising from the conduct or omission of the Business Associate or its workforce members, agents, or subcontractors. The Business Associate shall reimburse the Agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the HITECH Act, and including any reasonable attorney's fees, which may be imposed upon the Agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Business Associate's negligent or wrongful actions or inactions or violations of this Agreement, or those of its workforce members, agents and/or subcontractors. Notwithstanding the language set forth in this paragraph, the parties recognize that certain Business Associates and/or contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri

### **C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

1. *Purpose.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information received by it in its capacity as a Business Associate to perform functions, activities or services for or on behalf of Agency to perform its obligations under this Agreement and the Underlying Contract provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder. Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees, subcontractors, agent, and third parties in accordance with this Agreement. All other uses not authorized by this Agreement are prohibited.
2. *Use of PHI for Administration and Legal Responsibilities.* Subject to the terms of this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities.
3. *Disclosure of PHI for Administration and Legal Responsibilities.* Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate and to carry out its legal responsibilities.
4. *Data Aggregation Services.* Business Associate may use PHI to provide data aggregation services to Agency as permitted by 45 CFR 164.504(e)(2)(i)(B) upon written permission of Agency to do so.
5. *De-Identification.* Business Associate may use PHI to create de-identified information consistent with the standards set forth at 45 CFR 164.514 upon written permission of Agency to do so.
6. *Sales or Marketing.* Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with proper authorization or as otherwise permitted by the HITECH Act Section 13405(d). However, this prohibition shall not affect payment by Agency to Business Associate for services provided pursuant to the Underlying Contract.
7. *Minimum Necessary.* Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Agency's minimum necessary policies and procedures.

### **D. OBLIGATIONS OF COVERED ENTITY**

1. *Permissible Use or Disclosure.* Agency shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or HITECH Standards if done by Agency or that is not otherwise expressly permitted under this Agreement.
2. *Revocations.* Agency shall notify Business Associate of any changes in, or revocation of, authorization by an individual to use or disclose PHI.
3. *Restrictions.* Agency shall notify Business Associate of any restriction to the use or disclosure of PHI that the agency has agreed to in accordance with 45 CFR 164.522.

### **E. TERM AND TERMINATION**

1. *Term.* The term of this Agreement is effective as of the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the termination provisions of the Agreement.
2. *Termination.* Agency may terminate this Agreement upon 60 days written notice or upon five days notice if it determines that Business Associate has violated a material term of this Agreement. Agency shall report a breach to the Secretary of the U.S. Department of Health and Human Services.
3. *Effect of Termination.*
  - 1) Upon termination of this Agreement, at the discretion of the Agency, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

- 2) Upon determination by the Agency that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Business Associate must notify the Agency and obtain instructions for either the return or destruction of the PHI.

**F. MISCELLANEOUS**

1. *Applicable Law.* This Agreement shall be interpreted in accordance with laws of the State of Missouri.
2. *References.* A reference in this Agreement to a section in the HIPAA Rules or HITECH Standards means the section in effect or as amended, and for which compliance is required.
3. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules and HITECH Standards.
4. *Amendment.* Agency and Business Associate agree to amend this Agreement from time to time as may be necessary for Agency to comply with the requirements in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI that may be promulgated and affect the provisions of this Agreement.
5. *Survival.* The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and the Underlying Contract.
6. *Third Party Beneficiary.* There are no intended third party beneficiaries to this Agreement. It is the parties' intent that nothing contained herein shall give rise to any right or cause of action in or on behalf of the individuals whose PHI or ePHI is used or disclosed pursuant to this Agreement.

This Agreement is entered into by Franklin County SB40 Resource Board and Business Associate on the day above first written.

In Witness Whereof, the parties have executed this Agreement with an effective date of \_\_\_\_\_, 2020.

Agency/Covered Entity:

Name: Franklin County SB40 Resource Board

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name & Title: Kimberlyn MacDonald, MS - Executive Director

**Business Associate**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Agent

Print Name & Title: \_\_\_\_\_

July 2021