

**CARE COORDINATION AGREEMENT
BETWEEN
PERMIACARE
AND
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

This Care Coordination Agreement (the Agreement) serves to confirm the mutual understandings of **PermiaCare**, a Community Mental Health Center, and Ector County Independent School District, a referral partner (Partner) for those individuals who receive community-based mental health and/or substance use disorder services from PermiaCare, in accordance with the terms set forth below. The purpose of this Agreement is to set forth the parties' understanding regarding their collaborative treatment planning and care coordination activities.

I. Referral Activities

1. PermiaCare is committed to providing integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act (ACA), and with the requirements of the PermiaCare CCBHC demonstration, as implemented by the Texas Health and Human Services Commission (HHSC).
2. Partner agrees to make and/or accept referrals to/from PermiaCare in order to assist individuals in accessing needed services and resources. If accepting referral, Partner agrees to notify PermiaCare if at any time it becomes unable to accept new referrals. PermiaCare agrees to notify Partner of the same.

II. Care Coordination Processes

1. The parties will collaborate to facilitate treatment planning and care coordination activities for our mutual clients in a manner that is person and family centered.
2. PermiaCare agrees to provide initial screening, intake, and, as capacity permits, appropriate treatment to clients referred to PermiaCare for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.
3. If such screening and/or treatment indicate the need for referral to Partner for services, as determined in the sole discretion of PermiaCare, consistent with requirements of privacy, confidentiality, and consumer preference and need, PermiaCare will assist clients and/or their families to obtain an appointment with Partner. PermiaCare will confirm with Partner that the appointment was kept, consistent with the Referral and Communication Protocol described below in Section II.5.
4. PermiaCare will ensure that clients' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. PermiaCare will make

reasonable efforts to obtain necessary consent for release of information from clients of PermiaCare.

5. PermiaCare and Partner agree to coordinate care for individuals served, making/accepting timely referrals, incorporating consumer preferences and needs for care, allowing PermiaCare and Partner to track clients and the services they receive, coordinating the transfer of medical records for services with appropriate consent, coordinating PermiaCare's active follow-up and other activities necessary for effective management of care transitions.
6. PermiaCare will make and document reasonable attempts to screen all clients who are referred for outpatient services within 24 hours and to schedule intake for individuals in need within 10 business days. PermiaCare will make all reasonable efforts to respond to requests for mental health crisis within 1 hour of request. For all PermiaCare clients who present as a potential suicide risk, PermiaCare will provide crisis intervention services, emphasizing smooth transitions to and from emergency department care or psychiatric hospitalization, as indicated. PermiaCare will coordinate consent and follow-up services with the consumer within twenty-four (24) hours of discharge, which shall continue until the individual is linked to services or assessed to be no longer at risk.

III. Patient and Clinician Choice

1. PermiaCare and Partner acknowledge and agree that all health and health-related professionals employed by or under contract with either PermiaCare or Partner retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan and consistent with Section II above, to refer clients to any and all providers who best meet the medical needs of such clients.
2. PermiaCare and Partner acknowledge that all clients have the freedom to choose (and/or request referral to) any provider of services, and the parties will advise clients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. PermiaCare and Partner acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration in exchange for entering into this Agreement. 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 by the other Party, subject to Section II above.
4. PermiaCare and Partner remain separate and independent entities. No provision of this Agreement is intended to create, nor shall any provision be deemed or construed to create, a relationship between the parties other than that of independent contractors. PermiaCare and Partner retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.

IV. Term and Termination

1. The term of this Agreement shall commence on October 18, 2022 and will remain in effect until terminated by either party.
2. This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of PermiaCare and Partner.
3. Either PermiaCare or Partner may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.
4. This Agreement may be terminated for cause upon written notice by either PermiaCare or partner. "Cause" shall include, but is not limited to when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through the Parties willful or negligent discharge of its duties under this Agreement.

V. Privacy and Confidentiality of Consumer Information

1. PermiaCare and Partner will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
2. Each Party agrees it shall request clients' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow clients' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.

Name: _____

Title: _____

Date: _____

PermiaCare



Name: Chris Barnhill

Title: Chief Executive Officer

Date: _____