

MEMORANDUM OF AGREEMENT

The Permanente Medical Group's Teen Choices & Challenges Program and Participating Schools/Agencies

Return to:

*The Permanente Medical Group, Inc.
Teen Choices and Challenges
1950 Franklin Street, 13th Floor
Oakland, CA 94612*

Or by fax:

(510) 873-5079

With this agreement, _____ (School/Agency Name),
_____ (School/Agency Address)
confirms our interest in participating in The Permanente Medical Group's ("Kaiser")
Teen Choices & Challenges Program. School/Agency agrees that participation in the
program involves the following:

- School/Agency will provide adequate space to house the program, including space for teens to complete the computer program confidentially.
- School/Agency will integrate the Teen Choices & Challenges Program into its current program/service delivery system, with post-assessment counseling provided to each teen by its trained staff. Counseling, referrals, follow-up, health education and case management will be provided to participating teens by School/Agency, as appropriate.
- School/Agency will complete Contact Information form, Implementation Plan, submission of protocols and completion of a customized resource list. Copies will be provided to Kaiser prior to program implementation.
- School/Agency will provide data to Kaiser (aggregated to protect confidentiality) regarding program utilization and outcomes.

School/Agency understands that Kaiser will donate internet access to the Teen Choices & Challenges Program to it to be used for screening and health education with its 13-19 year old students, and that Kaiser will provide it with the necessary training and technical assistance.

School/Agency Obligations

1. School/Agency agrees that it shall only use and disclose personal student information obtained as a result of participation in the Teen Choices & Challenges Program (e.g. student name and personal/health information) ("Protected Information") in accordance with the terms of this Agreement or

as is required by law. School/Agency shall not use Protected Information in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR parts 160 and 164, Subparts A and E (“Privacy Rule”). The Privacy Rule includes regulations that derive from the Health Information Portability and Accountability Act of 1996 (“HIPAA”). School/Agency may use Protected Information: (a) as is necessary for the proper management and administration of School/Agency's organization, or (b) to carry out the legal responsibilities of School/Agency.

2. School/Agency understands that Protected Information is highly confidential, and therefore it agrees that if it must use any agents, including staff and subcontractors, to perform necessary functions to facilitate participation in the Teen Choices & Challenges Program, and such agent might have access to the Protected Information of any student, School/Agency will require such agent to agree in writing to protect and preserve the confidentiality of such Protected Information. Such agent must comply with the same restrictions and conditions that apply to School/Agency with respect to the use, disclosure and confidentiality of Protected Information. School/Agency must terminate any such agreement with any agent who fails to abide by such restrictions and obligations, and such agent must be foreclosed from using the Teen Choices & Challenges Program.
3. School/Agency shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information in any manner that is not permitted by this Agreement including but not limited to, safeguards designed to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure.
4. School/Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to School/Agency of a use or disclosure of Protected Information by School/Agency in violation of the requirements of this Agreement.
5. School/Agency shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure.
6. During the term of this Agreement, School/Agency shall notify Kaiser Permanente Teen Choices & Challenges Program Project Manager within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. School/Agency shall take (i) prompt action to correct any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. At the time of the execution of this Memorandum of Agreement, the above-mentioned Project Manager is:

Jennifer Cullen
The Permanente Medical Group
1950 Franklin Street, 13th Floor
Oakland, California 94612
(510) 987-3511

7. A breach by School/Agency, or its agents or subcontractors of any provision of this Agreement, as determined by Kaiser, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Kaiser.
8. School/Agency (and its agents and subcontractors) shall honor the right of any student to revoke their authorization for School/Agency to have access to their Protected Information. School/Agency will require student to revoke authorization in writing and sign such statement.
9. School/Agency (and its subcontractors and agents) shall indemnify, hold harmless and defend Kaiser from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities described in this Agreement or by the HIPAA Regulations in regard to Protected Information that are caused by the fault, inattention, inadvertence or neglect of School/Agency. School/Agency will be responsible for any claims, demands, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with School/Agency's [or its subcontractors or agents] performance under this Agreement.
10. School/Agency may not subcontract performance obligations under this Agreement without the express written consent of Kaiser.
11. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Kaiser, School/Agency, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 12.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of Protected Information. The parties understand and agree that Kaiser must receive satisfactory written assurance from School/Agency that School/Agency will adequately safeguard all Protected Information. Kaiser may terminate this Agreement upon thirty (30) days written notice in the event that School/Agency either (i) fails to promptly enter into negotiations to amend this Agreement when requested by Kaiser pursuant to this Section, or (ii) School/Agency does not enter into an appropriate

amendment to this Agreement which provides assurances that Protected Information will be safeguarded in a manner which Kaiser, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

13. If any modification to this Agreement is required by law in order for this Agreement to be in conformity with federal or state law or if Kaiser reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, Kaiser shall notify School/Agency of such proposed modification(s) (“Legally-Required Modifications”). Such Legally Required Modifications shall be deemed accepted by School/Agency and this Agreement so amended, if School/Agency does not, within thirty (30) calendar days following the date of the notice, deliver to Kaiser its written rejection of such Legally-Required Modifications. Should School/Agency submit a written rejection of the Legally Required Modification, Kaiser may terminate this Agreement upon thirty (30) days written notice.
14. School/Agency is solely responsible for all decisions made by School/Agency regarding the safeguarding of Protected Information.
15. School/Agency will comply with all appropriate state security and privacy laws, to the extent that such laws are more protective of Individual privacy than are the HIPAA laws.

The Permanente Medical Group

Signature

Date

Principal/Program Director

Signature

Date

