



## Northkey Agreement

This Northkey agreement (the "Agreement") between **Northkey Community Care** ("Northkey") and **Kenton Co PSAP** serves to confirm the mutual understandings of Northkey as a Certified Community Behavioral Health Clinic (CCBHC) and **988 Crisis Lifeline center** and Kenton County PSAP, as the recipient and processor of 911 calls as it pertains to their collaborative care coordination activities for consumers. Northkey and Kenton Co PSAP shall hereinafter be referred to individually as a "Party" and collectively as the "Parties" in the terms of this agreement as set forth below.

### I. Referral Process

1. Northkey is committed to providing integrated and coordinated care across a spectrum of services and agrees to provide intake, initial screening, and appropriate treatment to consumers presenting at Northkey for the provision of community-based behavioral health services, and to establish and maintain records for Northkey's consumers.
2. Northkey will ensure that consumers' 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. Northkey will make reasonable efforts to obtain necessary consent for release of information from consumers.
3. If Northkey's screening and/or treatment indicate the need for Kenton Co PSAP's services, as determined in the sole discretion of the Northkey provider, consistent with requirements of privacy, confidentiality, and consumer preference and need, Northkey will assist the consumer and/or those who reach out for emergency help.
4. Subject to capacity limitations, both Parties agree to accept all referred consumers from the other Party.
5. Both Parties are solely liable for all services provided by them and their respective employees.

### II. Care Coordination Processes

Both Parties will make reasonable attempts to communicate with the other Party to coordinate assistance and care for callers to either 988 or 911 inasmuch that coordination between the two Parties is warranted to ensure an appropriate response to the caller. When transferring calls or engaging the other Party in response to the call, both Parties will provide sufficient information as is available for the other Party to respond appropriately to the caller. This will include, when at all possible, confirmation from the Kenton County PSAP that the caller has been located by emergency responders when an active rescue has been requested by NorthKey.

### III. Insurance and Liability

Northkey and Kenton Co PSAP represent and warrant that each Party and its staff are covered by a professional liability insurance policy (malpractice, errors, and omissions) that provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with a Party's provision of clinical services, as contemplated herein.

**IV. Assurance of Consumer and Clinician Choice**

Northkey and Kenton Co PSAP acknowledge and agree that all consumer referrals shall be subject to patient freedom of choice and the health and health-related professionals' independent clinical judgment. It is agreed upon that the request by NorthKey for active rescue by 911 responders may be conducted in situations that pose a threat to the health or safety of an individual or the public, with or without the agreement of the 988 caller.

1. Northkey and Kenton Co PSAP 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.
2. Northkey and Kenton Co PSAP 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. Northkey and Kenton Co PSAP retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.


**V. Term and Termination**

1. The term of this Agreement shall commence on July 1, 2023 and shall terminate on June 30, 2024, unless terminated at an earlier date in accordance with Section V. This agreement will automatically renew for additional one (1) year terms unless written notice or intent not to renew is provided by one Party to the other Party no less than thirty (30) days prior to the expiration of the then-current Agreement.
2. This Agreement may be terminated at any time by either Party upon providing the other Party with written notice, with the understanding that if a Party seeks to terminate this Agreement, it shall make reasonable efforts to provide the other Party with sixty (60) days' prior notice.

**VI. Privacy and Confidentiality of Consumer Information**

Northkey and Kenton Co PSAP 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. 104-191, 110 Stat. 1936), 42 CFR Part 2, and other federal and state laws, including but not limited to privacy requirements specific to the age of minors. It is understood that HIPAA does not prevent the communication of necessary information if there is a serious or imminent threat to the health or safety of an individual or the public.

**Northkey Community Care**

Signature: 

Date: 7/12/23

**Kenton Co PSAP**

Signature: \_\_\_\_\_

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