

**COPAY ASSISTANCE FOR THERAPY SERVICES (“CATS”) PILOT PROGRAM
MEMORANDUM OF UNDERSTANDING**

I. RECITALS:

- A. This Memorandum of Understanding (“MOU”) is entered into between The **Denver Actors Fund (“DAF”)** and **Maria Droste Services of Colorado (“Maria Droste”)**, collectively referred to as the “Parties” herein
- B. DAF has established the CATS Pilot Program in an effort to subsidize mental health therapy and counseling services through Maria Droste for Qualified Aid Recipients.
- C. Maria Drost and DAF enter into this MOU to memorialize their agreements regarding funding for and the administration of the CATS Pilot Program.
- D. The Parties warrant that each and every provision of this MOU is fair, reasonable, and not unconscionable.
- E. The Parties understand each and every provision of this MOU, and have had sufficient opportunity to consult with their own independent counsel prior to executing the same.
- F. The parties enter into this MOU knowingly, intelligently, and voluntarily.

II. TERM, EXTENSION, AND TERMINATION

- A. This MOU shall be effective from August 1, 2020 through July 31, 2021 (the “Initial Term”).
- B. Within 30 days prior to the conclusion of the Initial Term, the parties may, by mutual written agreement, extend the MOU for an additional one-year period (the “Extended Term”).
- C. Within 30 days prior to the conclusion of each Extended Term, the parties may, by mutual written agreement, extend the MOU for an additional one-year period.
- D. Both DAF and Maria Droste reserve the right to unilaterally terminate this MOU at any time and for any reason with 60 days written notice to the other.
- E. Maria Droste may tender written notice under this MOU to DAF’s general counsel, Christopher K, Boeckx, Esq. via email at chris@boeckxlaw.com).

- F. DAF may tender written notices under this MOU to Maria Droste's CEO, Sandra Mann, PsyD at sandra_mann@mdscounseling.org.

III. MARIA DROSTE'S RESPONSIBILITIES

- A. Maria Droste will accept referrals from DAF of individuals who wish to receive mental health therapy/counseling services ("CATS Patients"), screen those individuals, and offer them treatment as Maria Droste deems necessary and appropriate. DAF will refer individuals to Maria Droste via email to intake@mariadroste.org or via phone at 303-867-4600.
- B. Maria Droste shall maintain a valid Maria Droste Counseling Center Disclosure Statement and Informed Consent Statement on file for all CATS Patients at all times.
- C. DAF and Maria Droste agree that the Full Fee for a one-hour counseling/therapy session through Maria Droste is \$125.00.
- D. Maria Droste will assess the financial means and insurance coverage available to all CATS Patients and will determine how much of the Full Fee each individual CATS patient is able to pay out of pocket (the "Individual CATS Patient Responsibility").
- E. DAF agrees to pay the difference between the Full Fee and CATS Patient Individual Responsibility for each CATS Patient up to a total monthly financial contribution from DAF of \$1,000.00.
- F. If Maria Droste anticipates incurring more than \$1,000.00 per month in total costs payable by DAF under this MOU, it will notify DAF as far in advance as possible in an effort to maintain continuity of services for CATS Patients. Maria Droste understands and agrees that DAF is not liable for any costs incurred by Maria Droste in excess of \$1,000.00 per month.
- G. Maria Droste and its officers, agents, employees, and assigns shall abide by all local, state, and federal rules, regulations, and laws related in any way to the provision of mental health services to CATS Patients.
- H. Maria Droste, in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received in providing services under this MOU (the "Protected Information"), shall be fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. 142, 160, 162, and 164; 45 C.F.R. §

164.528, and all other local, state, and federal rules, regulations, and laws governing the provision of mental health services and the collection, storage, use, and disclosure of Protected Information.

- I. Maria Droste may not use or disclose Protected Information except as permitted an individual CATS Patient in a signed written consent, or by law.
- J. Maria Droste will resist any efforts in judicial proceedings to obtain access to Protected Information except as expressly provided in a signed written consent for by law.
- K. Maria Droste will use appropriate safeguards to prevent the unauthorized use or disclosure of Protected Information.
- L. Maria Droste will report any use or disclosure of Protected Information as required by law.
- M. Maria Droste will ensure that any agent including a subcontractor to whom it provides Protected Information received from any CATS Patient, or created or received by Maria Droste in conjunction with the CATS Pilot Program, agrees to the same restrictions and conditions that apply to Maria Droste.
- N. **Maria Droste acknowledges that DAF is NOT a Health Care Provider as defined in HIPAA and is NOT, therefore, subject to the obligations thereunder relating to Protected Information. Maria Droste shall not release Protected Information to DAF unless it receives a signed written consent from an individual CATS Patient authorising such release to DAF.**

IV. **DAF'S RESPONSIBILITIES**

- A. DAF, following completion of its own internal eligibility review process, will refer CATS Patients to Maria Droste.
- B. DAF will allocate up to \$1,000 per month to subsidize services received by CATS Patients (the "CATS Funds").
- C. DAF will review each Monthly Statement of Costs received from Maria Droste and will remit payment for the same within 30 days of receipt. DAF will not, however, be obligated to remit payment in excess of \$1,000.00 *total* for any calendar month.
- D. If Maria Droste notifies DAF of the likelihood that it will incur more than \$1,000.00 per month in costs for CATS Patients, DAF will consider allocating additional

CATS Funds in good faith so as to ensure continuity of services for CATS Patients.

- E. DAF warrants it is not a "Health Care Provider" as defined in HIPAA and is therefore not subject to the obligations thereunder related to Protected Information.
- F. DAF will not receive any Protected Information from Maria Droste in conjunction with the administration of the CATS Pilot Program.