PAUL QUINN COLLEGE
DALLAS, TEXAS

DRUG AND ALCOHOL PREVENTION PROGRAM

BIENNIAL REVIEW
2014

Completed April, 2015
The Drug Free Schools and Campuses Regulations (34 CFR Part 86) of the Drug-Free Schools and Communities Act (DFSCA) require an institution of higher education (IHE), such as Paul Quinn College (PQC), to certify it has implemented programs to prevent the abuse of alcohol and use or distribution of illicit drugs both by PQC students and employees both on its premises and as a part of any of its activities. At a minimum each institution of higher education must annually distribute the following in writing to all students and employees:

- Standards of conduct that clearly prohibit the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees;
- A description of the legal sanctions under local, state, or federal law for the unlawful possession or distribution of illicit drugs and alcohol;
- A description of the health risks associated with the illicit drugs and the abuse of alcohol
- A description of any drug or alcohol counseling, treatment, or rehabilitation or reentry programs that are available to employees or students; and
- A clear statement that the institution will impose sanctions on students and employees and a description of those sanctions, up to and including expulsion or termination of employment and referral for prosecution, for violations of the standards of conduct.

The law further requires that the institution conduct a biennial review of its program with the following objectives:

- Determining the effectiveness of the policy and implementing changes to the alcohol and other drug programs if they are needed; and
- To ensure that the sanctions developed are enforced consistently.

The biennial review must also include a determination as to:

- The number of drug- and alcohol-related violations and fatalities occurring on the campus or as part of their activities that are reported to campus officials; and
- The number and types of sanctions the IHEs impose on students or employees as a result of such violations or fatalities.

Paul Quinn College acknowledges its legal obligation to conduct a biennial review of compliance with the Drug-Free Schools and Communities Act and authorized an administrative review to be conducted to determine if the College fulfills the requirements of the previously mentioned Federal regulations. The Chief Financial Officer along with the Dean of Student Talent, the Manager of Human Resources, the Manager of Facilities and Security Operations and the College Nurse are responsible for conducting the review and reporting on the findings. The Dean of Student Talent serves as the leading student affairs officer. The purpose of this report is to comply as best as possible, using data collected over the past two years, and to give evidence of the procedures in place for subsequent biennial reports.
The following campus units provide information for biennial reports:

- Residence Hall Director/Manager
- Campus Security Staff
- Facilities and Security Operations Manager
- Office of Academic Affairs
- Office of the Center for Civic Engagement, Entrepreneurship, and Leadership (CEEL)
- Athletic Director and Coaches
- Office of Human Resources
- College Nurse and associated Health Programs

The intention of this document is to meet the legal requirements of conducting a biennial review and also summarize the programs and activities related to alcohol and drug prevention on the Paul Quinn College campus during 2013 and 2014.

The following information was examined for the biennial review:

- Alcohol and drug policies at similar institutions
- Alcohol and drug information provided to students on the PQC campus
- Policy inventory of Athletic Policies related to Drugs and Alcohol Prevention
- Policy inventory of Student Handbook policies related to drug and alcohol use on campus and the sanctions imposed for failure to comply
- Policy inventory of PQC Employee Handbook policies related to drug and alcohol use by college employees and the sanctions imposed for failure to comply
- Program inventory of health programs related to drug and alcohol prevention
- Various resources available to students and employees regarding drug and alcohol abuse on the PQC campus
- Policy inventory of Residential Dormitory policies related to drugs and alcohol prevention
- Incident reports in the Dean of Student Talent’s office related to any possible infractions of the drug and alcohol policy presented to students
- Local, State and Federal Mandates

**Compliance with Drug-Free Schools and Communities Act**

Under the Drug-Free Schools and communities Act Amendments of 1989, all Paul Quinn College (PQC) employees and students are informed that strictly enforced policies are in place which prohibits the possession, use or distribution of any illicit drugs, including alcohol on PQC property or as a part of any PQC sponsored activity except as noted below. Students and employees are also subject to all applicable legal sanctions under local, state, or federal law for any offenses involving illicit drugs on PQC property or at PQC sponsored activities/events. This information is located on the PQC Consumer Information page on the PQC website, as well as in the PQC Student Handbook. The written material contains the following:

- Standards of conduct regarding the sale, service, distribution, and consumption of alcoholic beverages, or illegal drugs on College property or at college/College-sponsored events.
- A description of health risks associated with the use of illicit drugs and abuse of alcohol
The federally mandated policy about alcohol and other drugs will be distributed to all students via the PQC website(s), counseling and consultation, email, and student training and overview sessions. The policy will be discussed with students during orientation sessions, by the College Nurse and via an outreach to student organizations throughout campus. The federally mandated policy about alcohol and other drugs will be available to the campus community in the PQC Policy and Procedures Manual, PQC Student Handbook and will also be accessible via the Consumer Information page on the College’s website. In addition the alcohol and drug policy will be presented via email to all employees every year. The employees and students will be required to acknowledge that they have received the policy and that they are familiar with the fact that the policy in available through on-line access.

**Alcohol and Drug-free Campus Workplace Policy**

Paul Quinn College is committed to providing students, faculty, staff, and visitors a safe campus and workplace. The College recognizes the health risks associated with controlled substance use and alcohol misuse and is committed to supporting students and employees who seek treatment for these conditions. The College also recognizes that controlled substance use and alcohol misuse diminish workplace and campus safety and undermine the institution's ability to fulfill its mission of providing opportunities to a diverse population for academic achievement with an emphasis on academic excellence, spiritual and ethical development, civic engagement, and leadership in a nurturing environment.

**Human Resources Alcohol/Drug Violations/Sanctions Incident report for Staff**

<table>
<thead>
<tr>
<th>Year</th>
<th>Incidents in the Workplace</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-13</td>
<td>0</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>2013-14</td>
<td>0</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

**Student Life Summary**

Students in violation of the Alcohol and Other Drug Policy are subject to the PQC Code of Conduct (Code) which is located in the Student Handbook. The following list includes, but is not limited to, conduct subject to disciplinary action:

- Distribution, possession, and student use of alcoholic beverages is prohibited on campus, including residence hall rooms, irrespective of age;
- Providing alcoholic beverages to an individual under 21 years of age or to one who is noticeably intoxicated;
- Taking any action or creating any situation that endangers another's mental or physical health or involves the forced consumption of liquor or drugs for the purpose of initiating into or affiliating with any organization or group or the initiation of sexual misconduct;
- Appearing in a public place manifestly under the influence of alcohol or a controlled or other intoxicating substance, irrespective of age; and
- Unauthorized distribution, possession, or use of any controlled substance or distribution, possession, or use of any illegal drug.
The Code of Conduct further states that students may be accountable to both civil authorities and to the College for acts that constitute violations of the law and this Code. Those accused of violations of the Code are subject to the College disciplinary proceedings outlined in this Code while criminal, civil, or other College proceedings regarding the same conduct are pending. The College will refer matters to federal, state, and local authorities when appropriate. Exhibit 2 outlines potential criminal punishment.

Dormitory/Residence Hall Summary

Paul Quinn College employs Residence Hall Director(s) and Residence Hall Assistants who are trained to enforce the PQC Code of Conduct regarding alcohol and drugs for the students residing in the two residence halls. Students found in violation of the Code of Conduct as articulated in the Student Handbook will be subject to administrative or disciplinary sanctions listed in the Student Handbook and can include:

- College probation
- Removal from Residence Halls for a designated period of time
- Suspension from the College
- Expulsion from the College
- Educational Sanctions
- Social Sanctions
- Community Service

Drug and Alcohol Incidence Report for 2013 and 2014

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Offenses in Dorms</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>1</td>
<td>Suspension</td>
</tr>
<tr>
<td>2014</td>
<td>3</td>
<td>Suspension</td>
</tr>
</tbody>
</table>

Enforcement

The primary sources on campus that enforce that alcohol and drug policies are the Human Resources, Facilities and Security, the Dormitory Director, and the Dean of Student Talent. For instances involving employees, the Office of Human Resources works with the Office of the President/Chief Financial Officer to handle interventions and/or sanctions.

Intervention

Paul Quinn College has a Safe Harbor rule for students. The College believes that students who have a drug and/or addiction problem deserve help. If any College student brings their own use, addiction or dependency to the attention of PQC officials outside the threat of drug tests or imposition of the conduct process and seeks assistance, a conduct complaint will not be pursued. A written action plan may be used to track cooperation with the Safe Harbor program by the student.

Paul Quinn College Students may utilize counselors at Zoea Life, Inc. at 1-800-281-9011 to provide confidential solution-focused counseling, guidance, training, and resources and referrals, to help promote health and well-being of PQC students. The PQC Employee benefit package covers mental health, behavioral health and substance abuse needs.
In addition, often times as a result of dependency challenges, students and staff require additional support. To provide this support, Paul Quinn College works with AIDS Arms, Inc. of Dallas, Texas, an outreach and education organization focused on the teaching about HIV, how stay HIV free, and how to lead a healthier life with HIV. The program includes Testing – HIV, syphilis, and hepatitis C, Counseling to help you know and reduce to stop harmful behaviors, Medical Care – Providing HIV care & wellness services, psychosocial support to link HIV+ people to resources in the community, and HIV Empowerment – Helping people with HIV to be healthy & strong. (Exhibit 3)

**Athletic Drug and Alcohol Policies**

Paul Quinn College is concerned with the health, safety and welfare of the student-athletes who participate in its programs and represent the college in competitive athletics. Substance abuse is one of the most important issues facing athletics and society today. The use of illegal drugs, misuse of legal drugs and dietary supplements, use of performance-enhancing substances, use of alcohol and inappropriate use of tobacco are inconsistent with the standards expected of student-athletes at Paul Quinn College. Substance use and abuse in sport can pose risks to a student-athlete's health/safety and negatively affect his/her academic and athletic performance. Substance use and abuse in sport may also compromise the integrity of athletic competition and the ideals of Paul Quinn College.

The Athletic Department believes that random drug testing and testing based on reasonable suspicion are appropriate to ensure the health, safety and welfare of our students-athletes, to promote fair competition in intercollegiate athletics, to affirm compliance with applicable rules and regulations on drug and alcohol abuse, to identify student-athletes who are improperly using drugs or alcohol and to assist them before they harm themselves or others. Furthermore, the Athletic Department recognizes its responsibility to provide educational programming that will support a positive decision-making process and rehabilitative program for those who test positive.

**Student – Athletes Alcohol, Tobacco and Other Drug Education**

Participants who are educated about substance use in sport are more likely to make informed and intelligent decisions about usage. Paul Quinn College will conduct a drug and alcohol education program for student-athletes a minimum of once a year. These educational programs will be designed to review athletic department, institutional, conference and national governing body policies related to alcohol, tobacco and other drugs. Appropriate educational materials will be made available to participants including this policy and a list of banned substances. All student-athletes and athletics staff members are required to attend. Make-up sessions are available for participants who must miss a scheduled educational session for an approved reason. In addition to educating student-athletes and athletics staff about the various policies, a review of the institutional drug-testing program will be conducted. Dietary supplements and their inherent risks will be discussed. Time will be allowed for questions from participants. In addition, special educational programs may be arranged to provide participants the opportunity to learn more about the dangers of specific substances.

**Types of Drug Testing for Student - Athletes**

- Unannounced Random Testing: All student-athletes who have signed the institutional drug-testing consent form and are listed on the institutional squad list are subject to unannounced random testing. Drug Free Sport, or their designee, will select the student-athletes from the official institutional squad lists by using a computerized random number program and notify the Director of Athletics or his/her designee of the student-athletes selected for testing.
- Pre-season Screening
- Reasonable Suspicion Screening
- Postseason/Championship Screening
• Re-entry Testing
• Follow-up Testing

Refusal to sign a consent form prohibits a student-athlete from participating in any intercollegiate sport at Paul Quinn College. Any student-athlete who tests positive for a banned substance or who refuses to submit to a required drug test, and/or who violates the terms of the safe harbor program as described in this policy shall be subject to the following sanctions:

• Suspension from practice
• Suspension from competition
• Suspension from team

### Athletic Department report of random drug testing for 2013 and 2014

<table>
<thead>
<tr>
<th>Year</th>
<th>Drug Screens Administered</th>
<th>Number of Positive Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2014</td>
<td>25</td>
<td>3</td>
</tr>
</tbody>
</table>

### Drug and Alcohol Prevention Program Activities and Distribution of Policy for 2013-2014

- Postings on institutional websites for electronic copies of Catalog, Manuals, Consumer information, etc.
- Student Handbook Policies and Procedures distributed
- Summer Bridge, Fall and Spring Semester Orientation sessions
- Health and Wellness insurance presentations outlining mental health and substance abuse benefits and coverages for employees (Exhibit 4 - Examples of meeting notices and sign-in sheets)
- Contracted with and utilized MYSTUDENTBODY suite of products (See below) for alcohol, drug and sexual violence training and vital information.

### Areas of Needed Improvement for 2015-2016

1. **Wider Distribution of Drug and Alcohol Policy**
   a. Drug and Alcohol Awareness training should be scheduled in the Fall of 2015 for all employees and students. The training content will be geared toward educating and protecting the College by providing employees and students with valuable information on the biological and professional consequences of drug/alcohol misuse in the workplace.
   b. Distribute to students a written statement when they sign their housing agreement informing them of the policy and directing them to the link on the PQC website so that they can access the link more readily.

2. **Programs/Activities**
   a. All College Departments, Student Affair’s functions and all Student organizations will be required to present at least one program per year. The programs may be individual departments or they can be collaborative efforts, utilizing MyStudentBody Comprehensive College Health Program.

3. Develop a College-wide strategy and create a Substance Abuse Prevention/Education Project focused on:
a. Implementing substance use/alcohol prevention and education intervention, plus environmental change strategies
campus-wide and in the surrounding community that additionally addresses its association with risky sexual
behaviors and sexual assault; plus, the evaluation of the program's effectiveness.
b. Insure that the Substance Abuse Prevention/Education Project includes an update of the PQC Tobacco Policy to
include e-cigarettes.

4. Communicate the Need of Reporting the Required Information Properly
   a. Ensure that all reporting entities know that all program/activities and incidents need to be reported to the Dean
      of Student Talent and to the Facilities and Security Office.
b. Assist reporting entities in the proper reporting of incidents so that sufficient data can be obtained to effectively
      assess the DAAPP policy and programs.

5. Measuring Policy and Program Effectiveness
   a. Utilize more surveys for faculty, staff and students to assess effectiveness of programs and policies
   b. Use of incident reports to establish consistency of sanctions
   c. Establish a set of measurable goals and objectives linked to identified needs

EXHIBITS:
1. Student Drug Convictions
2. Hazelden Betty Ford Foundation – MyStudentBody Agreement
3. Metrocare Services DOU
4. Metrocare Business Associate Agreement
5. Aids Arms, Inc. MOU (2012)
7. UT Southwestern Drugs, Alcohol Flyer February 2013
8. UT Southwestern Drugs, Alcohol Flyer April 2014
9. Drug and Alcohol Quiz
STUDENTS CONVICTED OF POSSESSION OR SALE OF DRUGS

A federal or state drug conviction (but not a local or municipal conviction) can disqualify a student for FSA funds. The student self-certifies in applying for aid that he is eligible; you’re not required to confirm this unless you have conflicting information.

Convictions only count against a student for aid eligibility purposes (FAFSA question 25c) if they were for an offense that occurred during a period of enrollment for which the student was receiving federal student aid—they do not count if the offense was not during such a period, unless the student was denied federal benefits for drug trafficking by a federal or state judge (see drug abuse hold sidebar). Also, a conviction that was reversed, set aside, or removed from the student’s record does not count, nor does one received when she was a juvenile, unless she was tried as an adult.

The chart below illustrates the period of ineligibility for FSA funds, depending on whether the conviction was for sale or possession and whether the student had previous offenses. (A conviction for sale of drugs includes convictions for conspiring to sell drugs.)

<table>
<thead>
<tr>
<th>Possession of illegal drugs</th>
<th>Sale of illegal drugs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st offense</td>
<td>1 year from date of conviction</td>
</tr>
<tr>
<td></td>
<td>2 years from date of conviction</td>
</tr>
<tr>
<td>2nd offense</td>
<td>2 years from date of conviction</td>
</tr>
<tr>
<td></td>
<td>Indefinite period</td>
</tr>
<tr>
<td>3+ offenses</td>
<td>Indefinite period</td>
</tr>
</tbody>
</table>

If the student was convicted of both possessing and selling illegal drugs, and the periods of ineligibility are different, the student will be ineligible for the longer period. Schools must provide each student who becomes ineligible for FSA funds due to a drug conviction a clear and conspicuous written notice of his loss of eligibility and the methods whereby he can become eligible again.

A student regains eligibility the day after the period of ineligibility ends (i.e., for a 1st or 2nd offense), or when he or she successfully completes a qualified drug rehabilitation program that includes passing two unannounced drug tests given by such a program. Further drug convictions will make him ineligible again.

Students denied eligibility for an indefinite period can regain eligibility after completing any of the following 3 options:

1) Successfully completing a rehabilitation program (as described below, which includes passing two unannounced drug tests from such a program);

2) Having the conviction reversed, set aside, or removed from the student’s record so that fewer than two convictions for sale or three...
convictions for possession remain on the record; or

3) Successfully completing two unannounced drug tests which are part of a rehab program (the student does not need to complete the rest of the program).

In such cases, the nature and dates of the remaining convictions will determine when the student regains eligibility. It is the student’s responsibility to certify to you that she has successfully completed the rehabilitation program; as with the conviction question on the FAFSA, you are not required to confirm the reported information unless you have conflicting information.

When a student regains eligibility during the award year, you may award Pell Grant, TEACH, and Campus-Based aid for the current payment period and Direct Loans for the period of enrollment.

**Standards for a qualified drug rehabilitation program**

A qualified drug rehabilitation program must include at least two unannounced drug tests and satisfy at least one of the following requirements:

- Be qualified to receive funds directly or indirectly from a federal, state, or local government program.
- Be qualified to receive payment directly or indirectly from a federally or state-licensed insurance company.
- Be administered or recognized by a federal, state, or local government agency or court.
- Be administered or recognized by a federally or state-licensed hospital, health clinic, or medical doctor.

If you are counseling a student who will need to enter such a program, be sure to advise the student of these requirements. If a student certifies that he has successfully completed a drug rehabilitation program, but you have reason to believe that the program does not meet the requirements, you must find out if it does before paying the student any FSA funds.
INCARCERATED STUDENTS

A student is considered to be incarcerated if she is serving a criminal sentence in a federal, state, or local penitentiary, prison, jail, reformatory, work farm, or similar correctional institution (whether it is operated by the government or a contractor). A student is not considered to be incarcerated if she is in a halfway house or home detention or is sentenced to serve only weekends.

Incarcerated students are not eligible for FSA loans but are eligible for FSEOGs and FWS. They are also eligible for Pell Grants if not incarcerated in a federal or state penal institution. See Chapter 6 for more information on this and on sex offenders who were incarcerated but are now subject to an involuntary civil commitment.

You may accept the student’s written self-certification that he is no longer incarcerated.

CONFLICTING INFORMATION

In addition to reviewing data provided by the Department’s application system and NSLDS (as discussed in the rest of this volume), your school must have an internal system to share information relevant to the student’s eligibility, such as his or her academic standing. The FSA program regulations require a school to develop an adequate system to ensure the consistency of any data related to a student’s application or eligibility for Federal Student Aid regardless of the source of that data. Your school is responsible for reconciling all inconsistencies that it receives with one exception: if the student dies during the award year, you aren’t required to resolve conflicting information.

If your school has conflicting information for a student or you have any reason to believe his application is incorrect, you must resolve such discrepancies before disbursing FSA funds. If you discover a discrepancy after disbursing FSA funds, you must reconcile the conflicting information and require the student to repay any aid for which he wasn’t eligible, unless he is no longer enrolled for the award year and will not re-enroll. Refer to the Application and Verification Guide and Volume 2, Chapter 3 for more information.

Incarcerated students
HEA Sec. 401(b)(8) and 484(b)(5)
34 CFR 600.2 and 668.32(c)(2)

Conflicting information
34 CFR 668.16(b)(3) and (f)

Defense of Marriage Act Decision
DCL-GEN-13-25
In June, 2013, the Supreme Court struck down Section 3 of the Defense of Marriage Act (DOMA), which provided that for purposes of federal programs, a marriage can only be between one man and one woman. The change will have implications for dependency status and will impact how applicants fill out the FAFSA. For more details, see the Application and Verification Guide, Chapter 2.
# MyStudentBody® Participation Form

Please complete this Form and return it to A-G Associates.

**Background**: A-G Associates has received a grant to provide your school ("Institution") with access to the MyStudentBody.com website tool (the "Website"). MyStudentBody.com is owned and operated by Hazelden Betty Ford Foundation. In order for your Institution to receive access to MyStudentBody.com, you must complete this form and agree to the terms below.

## School Information

<table>
<thead>
<tr>
<th>School Name</th>
<th>Paul Quinn College</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 1</td>
<td>3837 Simpson Stuart Road</td>
</tr>
<tr>
<td>City</td>
<td>Dallas</td>
</tr>
</tbody>
</table>

## Contact Information

<table>
<thead>
<tr>
<th>Primary Administrator: Stacy Cherones</th>
<th>Phone: 214-379-5598</th>
<th>E-mail: <a href="mailto:scherones@pqc.edu">scherones@pqc.edu</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Administrator: Rob Gaither</td>
<td>703-368-7320</td>
<td><a href="mailto:rgaither@a-gassociates.com">rgaither@a-gassociates.com</a></td>
</tr>
</tbody>
</table>

**Billing Contact**: *Not Applicable. Fees are paid by A-G Associates.*

- [ ] Exclude our school as a reference for other Institutions interested in the MyStudentBody program.
- [ ] Exclude our school from being used in marketing and promotional information.

## Subscription Information

<table>
<thead>
<tr>
<th>Subscription Length</th>
<th>Term of Agreement between A-G Associates and Hazelden. Following expiration of that Agreement, however, Institution may enter into an agreement directly with Hazelden to continue receiving access to MyStudentBody.com. To do so, contact: Lisa Malani at <a href="mailto:lmalani@hazelden.org">lmalani@hazelden.org</a></th>
<th>Start Date: 11/01/2014</th>
<th>End Date: 10/31/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Options</td>
<td>Not applicable.</td>
<td>Number of Students (size of school): 270</td>
<td></td>
</tr>
</tbody>
</table>

Total Order: $ Not applicable.

Hazelden will provide above named school access to the MyStudentBody website subject to the subscription terms above and the attached MyStudentBody Standard Terms and Conditions (Attachment A) below.

Signature: [Signature]

Name and Title: Bruce Brinson/Chief Financial Officer

Date: 11/7/2014
**Additional Information**

The information below is needed to set up and maintain your MyStudentBody Account.

**School Code:**
This is used when the students are setting up their account and is usually related to the school mascot or a key historical figure connected to the school. This code also ensures that their responses end up as anonymous, aggregate data. The alternate school code is necessary in case someone has used the same word for their school.

<table>
<thead>
<tr>
<th>Preferred Student School Code:</th>
<th>PAULQUINN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate Student School Code(s):</td>
<td>WEOverMe</td>
</tr>
</tbody>
</table>

**Administrative Staff/Faculty information:**
Please enter the information for the people who will be administering the program (data reports, publicizing to students and parents, etc). If there will be multiple people, please fill out these fields as many times as necessary.

<table>
<thead>
<tr>
<th>Contact Name &amp; Title</th>
<th>Stacy Cherones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months in position per year</td>
<td>12</td>
</tr>
<tr>
<td>Phone Number</td>
<td>214-379-5598</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:scherones@pqc.edu">scherones@pqc.edu</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>3837 Simpson Stuart Rd. Dallas, TX 75241</td>
</tr>
</tbody>
</table>

**Accounting staff information – NA (paid for by A-G)**
Please give us some information about the people we will be working with on the accounting/purchasing aspect (contracts, purchase orders, et cetera) of MyStudentBody at your school.

<table>
<thead>
<tr>
<th>Contact Name &amp; Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Months in position per year</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
</tbody>
</table>

**Information Technology (IT) staff information**
Please give us some information about the people we will be working with on the IT aspect (web services, et cetera) of MyStudentBody at your school.

<table>
<thead>
<tr>
<th>Contact Name &amp; Title</th>
<th>Mohsen Farid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months in position per year</td>
<td>12</td>
</tr>
<tr>
<td>Phone Number</td>
<td>214-379-5542</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:mfarid@pqc.edu">mfarid@pqc.edu</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>3837 Simpson Stuart Rd. Dallas, TX 75241</td>
</tr>
</tbody>
</table>
Use of the website known as MyStudentBody.com (the "Website," including all related webpages and all content and functionality on such webpages) is subject to the following Terms and Conditions (also called this "Agreement"). For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Institution and Hazelden Betty Ford Foundation ("Hazelden") agree as follows:

1. Website; Website services.

   a. Hazelden’s obligations under these Standard Terms and Conditions are contingent upon all three of the following being true and remaining true: (i) the Agreement between A-G Associates and Hazelden remains in full force and effect; (ii) A-G Associates complies with the obligations of its Agreement with Hazelden; and also (iii) Institution complies with its obligations in these Standard Terms and Conditions.

   b. During the Term, Hazelden shall make the Website available to the “Institution” (the school or entity listed on the attached Participation Form) by providing the Institution with certain school codes for use in accordance with this Agreement.

   c. Hazelden shall have the right, from time to time, to modify, discontinue or otherwise alter the Website or any content therein, except that Hazelden will use commercially reasonable efforts to ensure that any such modifications do not materially affect the Institution’s access to aggregate data collected by the Website concerning the Institution’s Students (as defined below). Hazelden shall have no responsibility for reproducing or reconstructing the Website as it existed at any particular time, or for retaining archival copies of the Website. Hazelden may modify the Website including the functionalities thereof at any time as necessary, in its sole judgment, to comply with any and all applicable laws and regulations now in force or later enacted including but not limited to FERPA.

   d. Hazelden (or its agents) shall host the Website from its servers and use reasonable commercial efforts to provide technical support for the Website by phone and email during business hours. Hazelden also will provide an initial administrator training session via telephone.

2. Website Access License.

   a. License Grant. Subject to the terms and conditions of this Agreement, Hazelden grants to Institution a limited, nontransferable, nonexclusive license to allow enrolled students (“Students”), parents or legal guardians of Students (“Parents”), and faculty, staff and administrators of the Institution (“Administrators”) to access and use the Website in accordance with the Website Terms of Use (available on the website and incorporated herein). Except as may be expressly allowed by the Website Terms of Use, Institution may not reproduce, distribute, perform, display, create derivative works of, sell, transmit, license or sublicense or otherwise use the Website, in whole or in part, without the prior written permission of Hazelden. For the sake of clarity, printing and/or copying pages or portions of the Website is prohibited without the prior written permission of Hazelden.

   b. License Restrictions. In addition to the restrictions set forth in Paragraph 2.a. above, the Institution’s license to access and use the Website is subject to the following restrictions and limitations: (i) Institution shall distribute student school codes allowing access to the Website only to enrolled Students, parent school codes only to Parents, and administrator school codes only to Administrators employed by the Institution; (ii) Institution shall use the Website solely for its intended purposes; and (iii) Institution shall not rent, lease, loan, sell, sublicense, assign or otherwise transfer access to the Website or content available on the Website, in whole or in part, to any third party including, without limitation, any other campus or affiliate of Institution not expressly named in this Agreement. Institution is responsible for any act or omission of its Administrators and/or persons using Administrator codes.

   c. Ownership and Reservation of Rights. Except for the license granted hereunder, Hazelden and its licensors retain all right, title and interest (including all applicable copyright, trademark, patent, trade secret and other proprietary rights) in and to the Website, and nothing in this Agreement shall (or shall be construed to) restrict, impair, transfer, license,
convey or otherwise alter or deprive Hazelden or its licensors of any of their rights or proprietary interests in the intellectual property rights, content, data, information or any other materials contained in or related to the Website. Access to the Website is licensed and not sold.

d. **InCommon Federation Services.** To the extent that Institution or its end users access to the Website through the InCommon Federation services ("InCommon"), Institution's license to access and use the Website will not be impacted in the event that Hazelden ceases to offer the Website through InCommon or in the event that Institution ceases to access the Website through InCommon, provided that the parties are otherwise in compliance with all terms and conditions of this Agreement and Institution is current on all fees. Hazelden will not be considered in breach of this Agreement if it ceases to offer the Website through InCommon. Intuition will not be considered in breach of this Agreement if it ceases to access the Website through InCommon.

3. **Termination.**

a. **Termination.** In the event that Institution commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving a written notice of such breach, Hazelden may terminate this Agreement immediately upon written notice. Institution may terminate this Agreement at any time, immediately, upon written notice to Hazelden, with or without cause. In addition, this Agreement terminates immediately and automatically if the Agreement between A-G Associates and Hazelden terminates. However, upon such termination, or upon the expiration of the Term, Institution and Hazelden may, upon mutual written agreement, agree for Hazelden to continue providing access to MyStudentBody.com to Institution on the other terms and conditions set forth herein.

b. **Suspension of Access; Additional Termination.** Notwithstanding anything to the contrary in this Agreement, Hazelden may, in its sole discretion, immediately suspend the Institution's access, or any Student's, Administrator's or Parent's access, to all or part of the Website for any conduct or use that Hazelden believes is a violation of the Website Terms of Use, or for any other conduct or use that Hazelden believes is harmful to the Website, or the users of the Website. Upon any such suspension, Hazelden shall notify the Institution, and Hazelden may, in its discretion, terminate this Agreement within thirty (30) days of providing such notice.

c. **Effect of Termination.** Upon any termination or expiration of this Agreement, any and all rights and licenses granted in this Agreement shall terminate, and Institution shall make no further use of the Website. Sections 2.c; 3.c, and 6 shall survive any termination or expiration of this Agreement.

4. **Trademarks Licenses and Institution Content.**

a. **Hazelden Trademark License.** Subject to the terms and conditions of this Agreement, Hazelden hereby grants Institution a limited, nontransferable, nonexclusive right to use Hazelden's registered trademark "My Student Body" (the "Hazelden Mark") solely in connection with displaying links to the Website on Institution's website and otherwise marketing and promoting the Website as set forth in this Agreement. Use of the Hazelden Mark shall be subject to any usage guidelines and notice requirements provided in writing by Hazelden from time to time, including, without limitation, Hazelden's right, in its sole discretion, to change the appearance and/or style of the Hazelden Mark as it appears in any links displayed on the Institution's website.

b. **Institution Trademark License.** Subject to the terms and conditions of this Agreement, Institution hereby grants Hazelden a limited, nontransferable, nonexclusive right to use Institution's name and logo (the "Institution Marks") solely in connection with providing co-branded site pages for the Institution on the Website. Use of the Institution Marks shall be subject to any usage guidelines and notice requirements provided in writing by Institution from time to time, including, without limitation, Institution's right, in its sole discretion, to change the appearance and/or style of the Institution Marks.

c. **Institution Content.** From time to time, Administrators may upload event listings, resources and other information for display on the Website for its Students (collectively, "Institution Content"). Institution hereby grants Hazelden a non-exclusive right to reproduce, display and transmit the Institution Content solely for the purposes of this Agreement. Hazelden has the right, but no obligation, to monitor the Institution Content and to remove any Institution Content that Hazelden determines, in its sole discretion, violates the Website Terms of Use or is otherwise objectionable.
Institution represents and warrants that the Institution Content will not violate the intellectual property rights, proprietary rights, privacy or publicity rights of any third parties and that such Content complies with all applicable laws and regulations.

5. Website Data.

a. Subject to applicable laws (including without limitation the Family Education Rights and Privacy Act, 20 U.S.C. 1232g et seq. as amended (“FERPA”), in connection with the Website, Hazelden may collect data related to Website users, including but not limited to the names, e-mail addresses, demographic information, survey responses, Student Course Completion Data (defined below), Student Post Assessment Completion Data (defined below), and questions, stories or other material submitted by users (collectively, the “Website Data”). All Website Data shall be the sole property of Hazelden. Without limiting the foregoing, Hazelden may distribute, sell, license and otherwise use Website Data in aggregate form only (so that no user is personally identifiable) for services provided by Hazelden to its customers, academic and other publications, research projects and other purposes. Hazelden may assign all Website Data, including non-aggregated format, to a successor of the business in the event of a merger, corporate reorganization, sale of assets, or similar transaction.

b. Except as permitted elsewhere in this Agreement, Hazelden agrees that it will not disclose to third parties the following information: Student names; Student email addresses; Student university identification numbers; Student Course Completion Data, and Student Post Assessment Completion Data. Notwithstanding the foregoing, Hazelden may disclose any such information in accordance with a valid judicial or other governmental order, to protect Hazelden’s rights or the rights of third parties, or as permitted in the Privacy Policy posted on the Website, provided that Hazelden shall have given Institution reasonable notice and opportunity to object prior to such disclosure.

c. Hazelden will provide the Institution’s Administrators with reports concerning the following information: (1) whether its specified Students have completed certain courses offered on the Website ("Student Course Completion Data"), (2) whether its specified Students have completed behavior surveys following their completion of each course, but not personally identifiable results of any such surveys ("Student Post Assessment Completion Data"), and (3) aggregate Website Data related to its Students and other Website users. Institution is responsible for retaining a backup copy of such information and data as desired by Institution.

d. Except for Student Course Completion Data and Student Post Assessment Completion Data, in no event shall Institution be entitled to obtain Website Data that includes personally identifiable information related to Students. Institution agrees that it and Administrators shall not access nor attempt to access any such information or any portions of the Website for which Administrator access is not permitted.

e. Hazelden will have access to usage data in order to monitor system operations, monitor compliance with the terms of this Agreement, protect Hazelden’s rights or the rights of third parties, comply with applicable law and any valid subpoena or similar order, to improve the Website, or to Hazelden’s internal business purposes, provide client support and calculate invoices. Hazelden shall also have the right to include usage data in the aggregate data it compiles on service usage for research purposes or for distribution to potential partners, investors or customers, as long as such use does not identify the Institution or disclose Institution specific usage data.

6. Disclaimer of Warranties. The Website is provided “AS IS.” Hazelden, to the fullest extent permitted by law, disclaims all warranties of any kind (express, implied or otherwise) regarding the Website, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, ownership, and non-infringement. Hazelden does not make any warranty about the availability, accuracy, reliability, completeness or quality of the Website. Hazelden does not warrant that the Website will operate without error or interruption. The Website content is not intended to provide medical advice, to take the place of a physician, to make diagnoses or to administer treatment. Hazelden is also not responsible for any communications posted by Students, Parents, Administrators, or any other third parties on the Website. Hazelden will not be liable for any decision made or action taken or omission made in reliance upon the information provided on the Website. This Section 6 as well as Section 7 below protect and apply to A-G Associates to the same extent as to Hazelden.

IN ADDITION, THIS WEBSITE IS NOT AN EMERGENCY-RESPONSE OR EMERGENCY-MONITORING SERVICE, AND ANY PERSON WHO IS AWARE OF AN EMERGENCY SITUATION OR BELIEVES THAT A STUDENT OR OTHER PERSON MAY BE AT RISK OF INJURY OR DEATH OR WHO MAY HARM THEMSELVES OR ANOTHER SHOULD DIAL “911” OR AN APPROPRIATE EMERGENCY RESPONDER. HAZELDEN IS UNDER NO OBLIGATION TO MONITOR OR RESPOND TO COMMUNICATIONS OR POSTINGS FROM STUDENTS, PARENTS, OR ADMINISTRATORS THAT MAY BE DEEMED A CALL FOR HELP, WARNING, OR ALARM.

HAZELDEN SHALL NOT BE RESPONSIBLE FOR, AND WILL HAVE NO LIABILITY TO INSTITUTION, ITS END USERS OR ANY OTHER PARTY FOR, ANY DISCLOSURE, MODIFICATION OR DELETION OF INSTITUTION’S INFORMATION OR DATA RELATING TO OR CAUSED BY INCOMMON OR ANY OTHER THIRD PARTY PROVIDERS. HAZELDEN IS NOT RESPONSIBLE FOR THE AVAILABILITY OR THE QUALITY, ACCURACY, INTEGRITY, FITNESS, SAFETY, RELIABILITY, LEGALITY, OR ANY OTHER ASPECT
OF INCOMMON. ANY EXCHANGE OF DATA OR OTHER INTERACTION BETWEEN INSTITUTION AND INCOMMON AND A THIRD PARTY PROVIDER IS SOLELY BETWEEN INSTITUTION AND INCOMMON.

7. Limitation of Liability and Remedies. The aggregate amount of Hazelden's liability to Institution for any claim (in contract, tort, or otherwise) arising out of or relating to this Agreement or use of the Website shall not exceed the amount of the license fee paid or payable directly by Institution to Hazelden for access to the Website. In no event shall Hazelden, its directors, officers, shareholders, employees, agents and licensors be liable, in contract, tort, or otherwise, for any indirect, special, incidental, consequential, punitive or other such damages (including, without limitation, damages or costs resulting from loss of profits or business) arising out of or in connection with this Agreement or use of the Website, regardless of whether Hazelden is advised or should know of the possibility of such damages. If Institution is dissatisfied with the Website and/or content, availability, related services by Hazelden, or any other item related to this Agreement, Institution's sole and exclusive remedy shall be to discontinue use of the Website and to not renew at the expiration of the then-current term.

8. General. Each party’s relationship to the other party under this Agreement will be that of an independent contractor, and neither party shall be considered to be an agent, joint venturer, or partner of the other party. Each party shall be responsible for paying any and all taxes and fees relating to its own activities or compensation hereunder, including without limitation, all federal, state and local taxes. Any notices permitted or required under this Agreement shall be deemed sufficient if sent by facsimile, registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the Website order form or to any address either party may provide to the other in writing. No amendment or waiver of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by duly-authorized representatives of both parties. A failure by one of the parties to this Agreement to assert its rights under this Agreement shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is held to be overbroad, invalid or unenforceable, the remainder of the provisions will remain in full force and effect and will no way be invalidated or otherwise affected. This Agreement shall be governed by and interpreted in accordance with the laws and in the state and federal courts of the State of Minnesota (excluding the conflict of laws principles thereof). The parties consent to the exclusive personal jurisdiction, and waive any exceptions to the venue of such courts. Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including, without limitation, fire, explosion, flood, war, strike or riot. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however that Institution may not assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of Hazelden. This Agreement is the sole agreement with respect to the subject matter hereof and supersedes all other agreements and understandings between the parties with respect to the same.

9. Sales and Marketing. By signing this agreement, the Institution consent to the use of their name in the use of marketing and promotional publications and materials in print and electronic formats and for use when Hazelden discusses the Website with other potential purchasing institutes. By checking either of the boxes on the order form on page 1, Institution agrees not to be used as a MyStudentBody reference to other Institutions interested in the MyStudentBody program or to be used in marketing and promotional information.
Memorandum of Understanding

This memorandum of understanding between Metrocare Services and Paul Quinn College has been established to allow for a collaborative alliance to provide behavioral health services for students of the College. This MOU will allow for Metrocare to establish and maintain a clinical presence on the Paul Quinn campus for the purpose of improving the wellness and mental health of the College’s students.

Metrocare Services agrees to provide the following:

- A clinical team to provide for registration, evaluation and treatment of Paul Quinn College students on site at the College. Dates, times and duration of services to be mutually agreed upon.
- Appropriately credentialed medical staff will prescribe all psychotropic medications as indicated by diagnostic evaluation and clinical standards.
- Complete all operational processes for medications including refills, pick-up and delivery to designated PQC staff.
- Psychotherapy and/or psycho-educational groups as indicated.
- Individual Cognitive Behavioral Therapy or other psychotherapy delivered within the community’s standard.
- Referral for more intensive services as needed on a case-by-case basis.
- Billing and collection of any third party payments for services rendered.
- Malpractice and other professional coverage for Metrocare employees working on site at Paul Quinn College.

Paul Quinn College agrees to the following:

- Provide adequate and appropriate space for the clinical services with respect to the need for privacy and confidentiality.
- Maintain the office space to the usual and customary standards of the College and provide appropriate security and emergency response capacity.
- Designate a suitable PQC staff member to receive prescription medications and distribute to the appropriate students.
- Maintain premises liability and other coverage to the extent required by all applicable Federal, State and Local law.
- Adhere to the Business Associate Agreement regarding HIPAA and all other confidentiality requirements.

ADMINISTRATIVE OFFICES:
1380 RIVERBEND DRIVE, DALLAS, TEXAS, 75247-4914  TEL: 214.743.1200  FAX: 214.630.3469
With respect to any of its personnel involved in the program, apply the standards with respect to hiring of these personnel that are set forth in Metrocare Services Administrative Procedure 5.01.02

Metrocare Services and Paul Quinn College mutually agree to do the following:

- Encourage an environment of wellness and help-seeking within the student body and staff of the College.
- Collaborate to determine mutual goals and objectives of this clinical program.
- Participate in multi-disciplinary team meetings to ensure optimal outcomes.
- Welcome personnel from the UT Southwestern Department of Psychiatry to participate in screening and clinical programs as indicated.
- Regularly review operations and outcomes to refine the clinical program over time.
- Reference each other whenever there is public dissemination of information about this program.
- Provide urgent/emergent contact information for senior staff who can be engaged during situations of dire need.

Metrocare Services and Paul Quinn College also agree:

- Paul Quinn shall indemnify and hold harmless Metrocare, its affiliated companies, and their respective directors, officers and employees, against and any liability arising as a result of any negligence or intentional action taken by Paul Quinn or its employees which causes, relates to or involves any claim or injury to any student or Metrocare Service employees who is participating in or involved in the program.

- Metrocare Services shall indemnify and hold harmless Paul Quinn, its staff, officers, board members, employees or students against any liability arising as a result of any negligent or intentional action taken by Metrocare Services or its employees, which causes, relates to or involves any claim or injury to any student or Paul Quinn employee who is participating in or involved in the program.

- The parties also agree that the principles of comparative negligence shall apply with respect to indemnification.

- The parties further agree that Texas law applies to this agreement and that exclusive jurisdiction for these matters lies in Texas Court.
This agreement is effective October 1, 2014 and will remain in effect unless otherwise terminated. This MOU may be terminated by either party without cause with a 30 day written notice.

Michael Sorrell, Esq
President – Paul Quinn College
Title
Date

John Burruss, M.D
CEO – Metrocare Services
Title
Date

10/7/2014
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated September 12, 2014 (the "Effective Date"), is entered into by and between Dallas Metrocare Services ("DMS" or "Covered Entity") and Paul Quinn College ("PQC" or "Business Associate"), each a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, DMS and PQC have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information" or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including Electronic PHI ("E PHI"), created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI, and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as business associates; and

WHEREAS, DMS and PQC desire to enter into this Business Associate Agreement;
NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement
and the Business Arrangements, and other good and valuable consideration, the sufficiency and
receipt of which are hereby acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** PQC may receive from DMS, or create or receive on
behalf of DMS, health information that is protected under applicable state and/or federal law,
including without limitation, PHI and EPHI. All references to PHI herein shall be construed to
include EPHI. PQC agrees not to use or disclose (or permit the use or disclosure of) PHI in a
manner that would violate the Privacy Standards, Security Standards or the HITECH Act, as
applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI
were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, PQC shall use PHI in compliance with
45 C.F.R. § 164.504(e). Furthermore, PQC shall use PHI (i) solely for Covered Entity’s benefit
and only for the purpose of performing services for Covered Entity as such services are defined
in Business Arrangements, and (ii) as necessary for the proper management and administration
of the Business Associate or to carry out its legal responsibilities, provided that such uses are
permitted under federal and state law. Use, creation and disclosure of de-identified health
information, as that term is defined in 45 CFR § 164.514, by PQC is permitted.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, PQC may disclose PHI
to any third party persons or entities as necessary to perform its obligations under the Business
Arrangement and as permitted or required by applicable federal or state law.

3.1 PQC shall not and shall provide that its directors, officers, employees,
subcontractors, and agents, do not disclose PHI to any other person (other than members of their
respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by
law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as
specifically permitted in the immediately preceding sentences shall be made only if such
disclosee has previously signed a written agreement that:

(i) Binds the disclosee to the provisions of this Agreement pertaining to PHI,
for the express benefit of Covered Entity, Business Associate and, if
disclosee is other than Business Associate, the disclosee.

(ii) Contains reasonable assurances from disclosee that the PHI will be held
confidential as provided in this Agreement, and only disclosed as required
by law for the purposes for which it was disclosed to disclosee; and

(iii) Obligates disclosee to immediately notify Business Associate of any
breaches of the confidentiality of the PHI, to the extent disclosee has
obtained knowledge of such breach.

3.2 PQC shall not disclose PHI to any member of its workforce and shall provide that
its subcontractors and agents do not disclose PHI to any member of their respective workforces,
unless PQC or such subcontractor or agent has advised such person of PQC’s obligations under
this Agreement, and of the consequences for such person and for PQC or such subcontractor or
agent of violating them. PQC shall take and shall provide that each of its subcontractors and
agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

3.3 In addition to Business Associate’s obligations under Section 9, PQC agrees to mitigate, to the extent commercially practical harmful effects that are known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Access to and Amendment of Protected Health Information.** If PQC maintains a Designated Record Set on behalf of DMS, PQC shall (i) provide access to, and permit inspection and copying of, PHI by DMS or, as directed by DMS, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (ii) amend PHI maintained by PQC as requested by DMS. PQC shall respond to any request from DMS for access by an individual within five (5) days of such request and shall make any amendment requested by DMS within twenty (20) days of such request. PQC may charge a reasonable fee based upon the PQC’s labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). PQC shall notify DMS within five (5) days of receipt of any request for access or amendment by an individual. DMS shall determine whether to grant or deny any access or amendment requested by the individual. PQC shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by DMS.

5. **Accounting of Disclosures.** PQC shall make available to DMS in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

6. **Records and Audit.** PQC shall make available to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity’s compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

7. **Implementation of Security Standards; Notice of Security Incidents.** PQC will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. PQC will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of DMS. PQC acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, PQC will use commercially reasonable efforts to
secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, PQC will promptly report to DMS any successful Security Incident of which it becomes aware. At the request of DMS, PQC shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

8. Data Breach Notification and Mitigation

8.1 HIPAA Data Breach Notification and Mitigation. PQC agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including EPHI, which compromises the security or privacy of the PHI. A breach compromises the security or privacy of PHI/EPHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/EPHI was compromised (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 8.1, governs the determination of the date of discovery of a HIPAA Breach. In the event of any conflict between this Section 8.1 and the Confidentiality Requirements, the more stringent requirements shall govern.

8.2 Discovery of Breach. PQC will, following the discovery of a HIPAA Breach, notify DMS immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. § 164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to DMS, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to PQC or, by exercising reasonable diligence, would have been known to PQC. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate.

8.3 Reporting a Breach. No later than five (5) business days following a HIPAA Breach, PQC shall provide DMS with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with:

(i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);

(ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;

(iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account

BUSINESS ASSOCIATE AGREEMENT PAGE 4
numbers of any type, disability codes, diagnostic and/or billing codes and similar information);

(iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and

(v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, PQC will have a continuing duty to inform DMS of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9. **Termination.**

9.1 This Agreement shall commence on the Effective Date.

9.2 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

9.3 Upon termination of this Agreement for any reason, PQC agrees:

(i) to return to DMS or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at http://www.csrc.nist.gov/; or

(ii) in the case of PHI which is not feasible to “return or destroy,” to 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. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. **Miscellaneous.**

10.1 **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.
If to Business Associate:

____________________________________

Attn: _______________________________________

If to Covered Entity:

Dallas Metrocare Services
1380 River Bend Drive
Dallas, Texas 75247
Attn: Kyle Munson

10.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

10.3 Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

10.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

10.5 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

10.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its
conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.

10.7 Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

10.9 Definitions. For the purposes of this Agreement, the following definitions shall apply:

(i) "Business Associate" shall have the meaning given to the term "Associate" under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(ii) "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(iii) "Electronic Protected Health Information" or "E PHI" shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.

(iv) "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.

(v) "Security Rule" shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.

(vi) "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR §§160.103 and 164.501.

[45 CFR §§160.103 and 164.501]

(viii) Any other capitalized term not otherwise defined in this Section 13.10 or this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

[signature page follows]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE:  

PAUL QUINN COLLEGE

By: ____________________________

Name: Michael J. Sorrell, Esq.
Title: President

Date: ____________________________

COVERED ENTITY:  

DALLAS METROCARE SERVICES

By: ____________________________

Name: John W. Burruss, M.D.
Title: Chief Executive Officer

Date: ____________________________
Memorandum of Understanding and Agreement
AIDS Arms, Inc. and
Paul Quinn College

Purpose

The purpose of this agreement is to develop a mutual understanding and create a partnership between AIDS Arms, Inc., 351 West Jefferson Boulevard, Suite 300, Dallas, TX 75208 and Paul Quinn College – Health and Wellness Services; 3837 Simpson Stuart Road, Dallas, TX 75241, related to the provision of evidence-based substance abuse, HIV/STD and Hepatitis prevention and education services, and HIV testing for registered College students at no cost.

AIDS Arms Inc. (AAI) agrees to:

1. Provide evidence-based substance abuse, HIV/STD/Hepatitis prevention programs, and HIV testing to registered students of Paul Quinn College at no cost.

2. Respond to referrals and requests from Paul Quinn College – Health and Wellness Services for prevention education classes and programs, confidential HIV testing, and peer support without charge to the College.

3. Link all eligible HIV+ individuals to HIV care, treatment, and case management services.

4. Maintain open and collaborative communication with Paul Quinn College Health and Wellness staff in accordance with HIPAA regulations as well as federal and state laws related to sharing protected health information, so that clients receive seamless services.

Paul Quinn College – Health and Wellness Services agrees to:

1. Request evidence-based substance abuse and HIV/STD/Hepatitis prevention classes and HIV testing.

2. Provide private, safe and secure office/meeting space at no cost for AAI Behavior Intervention Specialists to meet with registered students for HIV testing, and/or to provide prevention classes.

3. Maintain open and collaborative communication with AIDS Arms staff in accordance with HIPAA regulations as well as federal and state laws related to sharing protected health information, so that clients receive seamless services.

Confidentiality

Both parties fully understand and agree to strict confidentiality related to all participant referrals and information provided by those participants in terms of their HIV status and other personal and medical information. Client information will be shared on a need to know basis in an effort to secure needed resources on behalf of the affected individual. If sharing of information is necessary, the client must sign an Authorization to Disclose Protected Health Information form to provide consent for the sharing of information.

MOU – AIDS Arms, Inc. and Paul Quinn College
Indemnification

AIDS Arms, Inc. shall indemnify and hold harmless Paul Quinn College – Health and Wellness Services, its officers, directors, employees and agents against any and all actions, claims, demands, liabilities, costs and expenses, including, but not limited to, attorney’s fees, arising in connection with, or arising directly or indirectly out of any act or omission of Paul Quinn College – Health and Wellness Services, its officers, directors, agents or employees. AIDS Arms, Inc. shall immediately notify in writing Paul Quinn College – Health and Wellness Services of any such claim or demand.

Paul Quinn College – Health and Wellness Services shall indemnify and hold harmless AIDS Arms, Inc., its officers, directors, employees and agents against any and all actions, claims, demands, liabilities, costs and expenses, including, but not limited to attorney’s fees, arising in connection with, or arising directly or indirectly out of any act or omission of AIDS Arms, Inc., its officers, directors, agents or employees. Paul Quinn College – Health and Wellness Services shall immediately notify AIDS Arms, Inc. in writing of any such claim or demand.

Terms of the Agreement

This agreement will be in effect from the date signed by all parties until one or both parties decide to terminate. This agreement will be reviewed on an annual basis and updated as necessary. All inquiries regarding this agreement and services provided by AIDS Arms Inc. under the terms of this agreement should be forwarded to Daron Kirven, Director of Free World Bound and Program Director of Project StayFree.

Signatures:

Manisha Maskay, Associate Executive Director
AIDS Arms, Inc.
351 West Jefferson Boulevard, Suite 300
Dallas, Texas 75208

Glenda Davis, Nurse - Health and Wellness
Paul Quinn College
3837 Simpson Stuart Rd
Student Union Building Suite 129
Dallas, TX 75241

MOU – AIDS Arms, Inc. and Paul Quinn College
April 15, 2015

Jeanette Bevett-Mills  
Division of Community Programs  
Center for Substance Abuse Prevention  
Substance Abuse and Mental Health Services Administration  
1 Choke Cherry Road – Room 4-1105  
Rockville, Maryland  20857  
240-276-2487

Re: SAMHSA, Request for Applications (RFA) SP-15-005

Dear Jeanette Bevett-Mills,

Paul Quinn College is pleased to provide this letter of commitment for AIDS Arms Inc.’s proposal to the Substance Abuse and Mental Health Administration (SAMHSA), for Capacity Building Initiative for Substance Abuse (SA) and HIV Prevention Services for At-Risk Racial/Ethnic Minority Youth and Young Adults. The program aims to engage community level domestic public and private non-profit entities, tribes and tribal organizations to prevent and reduce the onset of Substance Abuse and transmission of HIV/AIDS among at-risk populations, including racial/ethnic minority youth and young adults, ages 13 – 24.

AIDS Arms is a respected community based organization in North Texas. It provides comprehensive HIV and Substance Abuse prevention, linkage to care and HIV medical care and treatment services. The Agency has been proactive with regard to providing services to the racial and ethnic minority population specifically those with HIV/AIDS and those at high risk for HIV infection. Its staff works closely with the parole division and provides health education and risk reduction education, and linkage to medical care, medications and support for individuals living with or at risk for HIV/AIDS and sexually transmitted infections (STIs) and provides services to those with substance abuse disorders and mental illness.

Paul Quinn College values its multi-year partnership with AIDS Arms and will:

a) Continue to provide confidential space onsite for HIV/HCV testing as well as substance abuse and HIV prevention education programs and evidence based practices (per the MOU previously established).

b) Serve as a host site and allow on-campus recruitment for activities related to the community assessment.

c) Serve as a host site and allow on-campus recruitment for activities related to the implementation of the proposed program.

Paul Quinn College looks forward to further developing and strengthening this collaboration in order to build our capacity to provide students with HIV and Hep C testing and risk reduction education for youth and young adults who are at risk for HIV, STIs and Hepatitis.

Sincerely,

Glenda Davis, Nurse  
– Health & Wellness  
Paul Quinn College  
3837 Simpson Stuart Rd  
Student Union Building Suite 105  
Dallas, TX 75241
Drugs, Alcohol and Substance Abuse

Presentation:

When: February 21, 2013
Time: 7:00 pm until 8:30 pm
Where: Lucy Hughes Dormitory

JUST ONE MORE TIME
WHAT IS THE WORST THING THAT COULD HAPPEN?
YOU DECIDE! WE MUST PUSH HOPE IN OUR BRAINS, NOT DRUGS AND ALCOHOL IN OUR VEINS AND BODY!

Paul Quinn College
Health and Wellness Service
AIDS ARMS INC.

Refreshment
Drug and Alcohol Abuse

"Preventing the USE!!!!!!!"

When: April 25, 2014
Where: Lucy Hughes 2nd floor Dorm. Lobby
Time: 7:00pm until 9:00pm
Let's Play 20 Questions Quiz

Age_____ Female/Male On/Off Campus Major:_________________
Classification: FR.-Sop.-Jr. – Sr

Circle the correct answer:

1. The most commonly abused drug in the United States is:
   a. Marijuana
   b. Alcohol
   c. Cocaine
   d. Heroin

2. Most drugs users make their first contact with illicit drugs:
   a. Through drug dealers
   b. Through friends
   c. Accidentally
   d. On their own

3. More people die each year in the United States as a result of:
   a. Alcohol
   b. Tobacco
   c. Heroin
   d. Cocaine

4. The majority of inhalant users are:
   a. Men
   b. Children
   c. Women
   d. The elderly

5. Marijuana in small amounts is legal in the United States:
   a. True
   b. False

6. Marijuana is much stronger today than it was 10 years ago:
   a. True
   b. False

7. Marijuana can stay in the body:
   a. 2 days
   b. 1 week
   c. 1 month

8. The use of alcohol and other drugs during pregnancy:
   a. Should stop after 12 weeks
   b. Is a risk at any point?
   c. In small doses is not a risk.

9. LSD is a hallucinogen:
   a. True
   b. False

10. A shot of hard liquor contains the same amount of pure alcohol as a can of beer:
    a. True  b. False
11. One must be______years old to legally purchase cigarettes:
   a. 18
   b. 20
   c. 21

12. One must be _____ years old to legally purchase alcohol:
   a. 20
   b. 21
   c. 19

13. A cold shower or a cup of black coffee will sober up a person that has been drinking:
   a. True
   b. False

14. More teenage males drink alcohol than teenage females:
   a. True
   b. False

15. The chemical in marijuana that causes the high is:
   a. Nicotine
   b. THC
   c. MDMA

16. A blunt is marijuana in a:
   a. Cigarette
   b. Cigar
   c. Pipe

17. Crack is one of the most addictive drugs available today:
   a. True
   b. False

18. The high from a typical dose of crack last:
   a. 1 hour
   b. 30 minutes
   c. 5 minutes

19. PCP is also known as:
   a. Acid
   b. Smack
   c. Angel dust
   d. Ludes

20. Physical dependence can involve painful withdrawals symptoms when the drug is no longer being used:
   a. True
   b. False