

AGREEMENT FOR PROVISION OF SERVICES

by and between:

SEDGWICK COUNTY, KANSAS
and
SUBSTANCE ABUSE CENTER OF KANSAS

This Agreement entered into as of this _____ day of _____, 2016, by and between Sedgwick County, Kansas ("County") and the Substance Abuse Center of Kansas ("Contractor").

WITNESSETH:

WHEREAS, County's COMCARE department (COMCARE) is a licensed community medical health center, and a certified alcohol and drug treatment center, and requires sobering and detoxification services as part of the Community Crisis Center ("CCC"); and

WHEREAS, County desires to engage Contractor to perform said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

2. **Purpose and Scope of Work.** It is the purpose of this Agreement that Contractor shall provide a center and system of integrated services that supports and stabilizes individuals experiencing a substance use disorder crisis and actively engage the individual in treatment and recovery services in the community. Services shall be consistent with the Recovery Oriented Systems of Care ("ROSC"), Strengths-Based Case management principles, Trauma Informed Care practices, and Motivational Interviewing practices. When an individual is transitioned from crisis detoxification services, he or she will return to the community with a recovery support plan, developed by Contractor. For purposes of this Agreement, the priority population includes adults experiencing a substance use disorder crisis and who are uninsured, under insured, or who have no known payer source.

3. **Term.** The term of this contract shall be for twelve (12) months commencing January 1, 2016, and shall expire December 31, 2016. This Agreement may continue for a reasonable time after

December 31, 2016, if both parties agree to continue operating under the terms of this Agreement while they are actively developing a contract for 2017.

4. **Compensation:** Contractor understands and agrees that in the event the amount of funds the County receives is less than anticipated, County may adjust the rate to be paid hereunder. Contractor expressly understands and agrees that in no event shall the total, full and complete compensation and reimbursement, if any, paid to Contractor for performance of this Agreement exceed the maximum amount of \$225,00.00.

The Contractor agrees to submit an invoice and financial report each quarter to the COMCARE Contract staff via the DHHS Reports email inbox just as in the previous year of this Agreement. The financial report will provide necessary documentation on how the Contractor utilized funds in the previous month. This method will determine the total amounts requested and paid to the Contractor.

5. **Indemnification.** To the fullest extent of the law, Contractor shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of Contractor in connection with Contractor's performance of this Agreement or any other agreements between the Contractor and the County entered into by reason of this Agreement. Contractor shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of Contractor, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements. Contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

Neither party shall hold the other responsible for its role in the administration and/or delivery of its own services. This includes the responsibility of Contractor to provide only medically necessary and authorized services to clients and to properly document and bill for those services.

6. **Management of Risk, Compliance and Compliance Reporting Requirements.** Contractor expressly understands and agrees to maintain an internal auditing and monitoring program and to immediately report to COMCARE any suspected fraud, abuse or waste as it relates to compliance and billing practices, and to include submission of documentation of the investigation/review and outcome. Additionally, Contractor agrees to respond within one (1) week (or sooner if the issue warrants immediate attention) to any and all issues identified as a result of a compliance investigation by COMCARE. Routine compliance efforts must be documented and communicated to COMCARE quarterly via a report due to the COMCARE Compliance Officer no later than the last day of the month following the end of the calendar quarter.

7. **Incorporation of Documents.** Appendix A (General Contractual Provisions), Appendix B (Purpose, Goals and Objectives), Appendix C (Budget), and Appendix D (HIPAA Business Associate Addendum) are attached hereto and made a part hereof as if fully set forth herein.

8. **Insurance Requirements.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation	
Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$500,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury:	
Each occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each person aggregate	\$500,000.00
General aggregate	\$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired:	\$500,000.00
Bodily injury each person	\$500,000.00
Bodily injury each occurrence	

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

As mandated by the KanCare Medicaid program, Contractor shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

9. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

10. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Comprehensive Community Care of Sedgwick County (COMCARE)
Attn: Marilyn Cook, Executive Director
934 N. Water
Wichita, KS 67203

and

Sedgwick County Counselors Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor : Substance Abuse Center of Kansas
Attn: Harold Casey
731 N. Water St
Wichita, KS 67203

11. **Termination.**

A. *Termination for Cause.* County reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Contractor to provide acceptable goods and/or services or if County determines that goods or services can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Contractor, County will not be liable for any fees other than payment to Contractor for goods and services rendered prior to termination and non-cancellable commitments made by Contractor to third parties on behalf of the County prior to termination; and County may, at its sole option, award an agreement for the same services to another qualified firm to provide services or the County may complete the work in-house.

B. *Termination on Other Grounds.* This Agreement may be terminated by County upon thirty (30) days written notice to the Contractor, stating the reasons(s) for the termination and the effective date of the termination. When this Agreement is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Contractor shall be paid for work satisfactorily completed, so long as the provisions in Appendix A applicable to Billing and Payment have been met by Contractor.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

14. **Amendment.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

15. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

16. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

SUBSTANCE ABUSE CENTER OF KANSAS

Harold Casey

James M. Howell, Chairman
Commissioner, Fifth District

Harold Casey, CEO

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Misha C. Jacob-Warren
Misha C. Jacob-Warren
Assistant County Counselor

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

1.1 Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish: (1) evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and (2) a copy of the Corporation Resolution evidencing the authority to sign Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. PERSONNEL.

2.1 Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

2.2 Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

2.3 Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

2.4 Contractor's Safeguard. The parties to this Agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this Agreement, Contractor assumes an affirmative and ongoing duty during the pendency of this Agreement to maintain compliance with requirements set forth in subsection 2.5 below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this Agreement.

2.5 Participant Safeguard. Contractor certifies that:

- a) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this Agreement or during the pendency of this

Agreement, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this Agreement.

- b) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this Agreement.
- c) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this Agreement, or during the pendency of this Agreement, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
- d) Any question concerning the interpretation of this subsection 2.5 and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this Agreement for the County. The Director's decision shall be final for purposes of compliance with this Agreement. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.

2.6 Revocation. It is understood that this Agreement may be revoked at the discretion of the County if Contractor is in violation of Subsection 2.5. No penalty shall be assessed to the County for revocation of this Agreement in the event of a breach of any portion of Appendix A, Section 2.5.

3. PROHIBITION OF CONFLICTS OF INTEREST.

3.1 Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

3.2 Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

3.3 Employee Conflicts. Situations in which (1) an employee of the County shall also be an employee of Contractor at the time of the Agreement, (2) an employee of Contractor seeks

additional/alternate employment with County during pendency of the Agreement, or (3) an employee of County seeks additional/alternate employment with Contractor during pendency of the Agreement, shall require written notice to the County at the addresses listed in Section 10 of the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve (1) grant funds, (2) agreements, or (3) affiliate status to the Contractor or Contractor's competitors.

3.4 Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this Agreement will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

4. FUNDING.

4.1 Reprogramming of Funds. It is understood and agreed that in the event the amount of funds the County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

4.2 Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this Agreement is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the Agreement.

4.3 Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

4.4 Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the Agreement, any unexpended funds shall be returned to County.

5. RECORDS, REPORTS AND INSPECTION.

5.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

5.2 Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

5.3 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County

requests pertaining to matters covered by this Agreement. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this Agreement.

5.4 Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

5.5 Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this Agreement and for a three (3) year period following final payment under the terms of this Agreement.

5.6 Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

5.7 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

6. METHOD OF BILLING AND PAYMENT.

6.1 Billing Procedures. Contractor agrees that billings and payments under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Section 4 of this Agreement, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this Agreement.

6.2 Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Five above.

6.3 Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by this Agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.

6.4 Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this Agreement prior to any disbursements being made by County to Contractor.

7. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this Agreement with an opportunity to assess and evaluate the program at least once during the Agreement term, unless such requirements are more specifically addressed elsewhere in this Agreement or by statute.

8. LICENSES, PERMITS AND INSURANCE.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this Agreement. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion, without penalty.

9. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Agreement are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

10. ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. SUBCONTRACTING.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

12. PUBLICATION OF CONTRACT RESULTS.

12.1 Copyright. If this Agreement results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

12.2 Documentation of originality or source. All published material and written reports submitted under this Agreement or in conjunction with the third party agreement under this Agreement will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from

County.

13. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

13.1 Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

13.2 Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

14. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

- a) Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, or ancestry.
- b) In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c) If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by County, without penalty.
- d) If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part by County, without penalty.
- e) Contractor shall include the provisions of paragraphs (a) through (d) inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to an agreement entered into by a contractor who: (1) employs fewer than four employees during the term of this Agreement; or (2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

15. CERTIFICATE OF TAX CLEARANCE.

Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before

Agreement renewal/initiation and be dated no more than (thirty) 30 days prior to the beginning date of the Agreement term.

16. DEBARMENT/SUSPENSION.

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision in this agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

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APPENDIX B

PURPOSE, GOALS AND OBJECTIVES

SECTION 1: PURPOSE.

It is mutually agreed by and between County and Contractor that it is the purpose of this contract that Contractor provide a center and system of integrated services that supports and stabilizes individuals experiencing a substance use disorder crisis, actively engaging them in treatment and recovery services in the community. Services shall be consistent with Recovery Oriented Systems of Care (ROSC), Strengths Based Case Management principles, Trauma Informed Care practices, and Motivational Interviewing practices. When individuals are transitioned from the crisis detox services, they will return to the community with a recovery support plan. The priority population will include adults experiencing a substance use disorder crisis who are uninsured, under insured or who have no known payer source.

SECTION 2: GENERAL PROVISIONS

- 2.1** Crisis detoxification services to be provided include:
- a) Assessment services to determine level of care
 - b) Peer recovery services
 - c) Sobering services
 - d) Clinically-managed residential withdrawal management (American Society of Addiction Medicine Level 3.2d)
 - e) Medically-monitored residential withdrawal management (American Society of Addiction Medicine Level 3.7d)
 - f) Discharge planning and referrals to ongoing treatment services
- 2.2** Contractor will utilize current assessment tools required by Kansas Department on Aging and Disability Services.
- 2.3** Contractor shall develop a system for medical records complying with all applicable state and federal regulations.
- 2.4** Contractor shall administer client satisfaction surveys using forms developed by the County.
- 2.5** Contractor shall collect data and report on each area of service delivery, submitting reports to the County within the requested timeframes in format requested by the County.
- 2.6** Contractor shall report revenue and expenses related to the contract services to the County on a monthly basis. It is understood that revenue collected by contractor shall be deducted from monthly payment by County.
- 2.7** Contractor shall maintain a vehicle and provide or arrange for transportation from one care delivery point to the next appropriate level of care.

- 2.8 Contractor shall develop policies, procedures and protocols for client services and operation of the facilities. These will reflect adoption of best practices and to be in compliance with all KIDADS regulations and policies.
- 2.9 Contractor shall obtain and maintain appropriate SUD treatment licenses and comply with all state, federal and local policies, licensing, regulations and requirements related to Substance Use Disorder Treatment Facilities.
- 2.10 It is understood that Contractor's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- 2.11 Contractor shall provide written notice to the Director of COMCARE if it is unable to provide the required quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- 2.12 Contractor is required to notify COMCARE of any critical incidents within 24 hours of the time Contractor becomes aware of the occurrence. COMCARE's Director of Quality Management must be notified by Contractor as soon as possible, but no later than 24 hours after Contractor is aware of the incident. The following is a non-exclusive listing of critical incidents the Contractor is required to notify COMCARE about:
- a) Death of a consumer receiving services from Contractor
 - b) Suicide attempt
 - c) Medication error
 - d) Any event requiring the services of the fire department or law enforcement agency beyond the scope of contractor's routine delivery of services
 - e) Abuse or alleged abuse involving a consumer
 - f) An injury or illness (non-psychiatric) of a consumer that requires medical treatment more intensive than first aid
 - g) A consumer who is out of contact with staff for more than 24 hours without prior arrangement, or a consumer who is in immediate danger because he/she is missing for any period of time
 - h) Any fire, disaster, flood, earthquake, tornado, explosion, or unusual occurrence that necessitates the temporary shelter or relocation of residents
 - i) Seclusion or restraint
 - j) Other incidents identified by Contractor as critical, adverse or unusual
- 2.13 Contractor agrees to maintain a vehicle operation and usage policy governing Contractor's employees and any applicants for employment whose responsibilities would include transporting clients served under this contract. The policy must be equally as restrictive as County's vehicle operation and usage policy, although it may be more restrictive if Contractor deems appropriate. A copy of County's policy is available upon request.

- 2.14 Contractor will meet with representatives from COMCARE-CCC on a yearly basis to discuss successes, concerns, improvements and changes to be implemented.
- 2.15 Consistent with good patient care and State of Kansas mental health licensing requirements, County and Contractor agree it is their mutual intent to comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.
- 2.16 To ensure compliance with all state and federal regulations, Contractor agrees to notify COMCARE within one business day of discovery of any improper coding violations.
- 2.17 Contractor is responsible for obtaining all necessary training including MCO and KDADS required trainings for the delivery of contracted services. Supervision of Contractor staff will be delivered by the Contractor and will comply with all necessary requirements related to the specific service activity, including the nature and frequency of the contacts. Documentation of all staff members' qualifications, training, and supervision will be made available to COMCARE upon request.

SECTION 3: PROGRAM GOALS

The following are the goals of this Agreement:

- a) Decrease admission to the state mental health hospital
- b) Provide community-based alternatives to hospital-based withdrawal management

SECTION 4: SERVICE OUTCOMES/GOALS

- 4.1 **Performance Measures and Reporting Requirements.** Performance measures for project services will include:
 - a) Individuals are triaged in less than 30 minutes 75 percent of the time.
 - b) Assessments and the initial stabilization treatment plan are completed within defined timeframes (not to exceed 24 hours) for 90 percent or higher of all individuals admitted.
 - c) At least 90 percent of the individuals who are discharged for crisis observation will have a documented plan for follow up services that includes utilization of community services (to include intensive case management, substance use disorder treatment, medical follow-up, mental health, peer support and other services and needed).
 - d) Through the satisfaction survey process, at least 80 percent of the individuals report that they are satisfied with the treatment provided and that the treatment was relevant to their presenting concerns.
 - e) Less than 20 percent of clients discharged from any level of service are readmitted to this or any other institution within seven days of discharged based on information accessible by the CMHC.
- 4.2 Data collected for the following measures within the first year will be considered the baseline data.
- 4.3 Increase in percentage of clients whose living arrangements improved, as measured by:

- a) Number who obtained or maintained permanent housing;
 - b) Number who obtained or maintained transitional housing.
- 4.4 Increase in percentage of clients who connect to needed mental health or substance use disorder services as measured by:
 - a) Number of clients who actively participate in ROSC services;
 - b) Number of clients who actively participate in mental health services;
 - c) Number of clients who actively participate in substance use disorder treatment.
- 4.5 Increase in percentage of clients who access needed benefits as measured by:
 - a) Number of clients who received assistance applying for federal disability of benefits and the total number of clients who attained federal disability benefits.
 - b) Number of clients who received assistance applying for state or third party benefits and total number who attained state or third party benefits.
 - c) Increase in total number of clients who are assisted to secure primary medical care and the number of people who attained primary medical care
- 4.6 Increase in total number of people who had an interest in seeking earned income and the number of people who attain earned income.

SECTION 5: MONTHLY REPORTING

- 5.1 Monthly reports are due by the 20th of the month and shall include the following:
 - a) Number of people served.
 - b) Average time to complete initial assessments.
 - c) Average lengths of wait time for triage.
 - d) Average length of stay in sobering beds.
 - e) Average length of stay in crisis observation beds.
 - f) Number of people who received and alcohol and drug evaluation.
 - g) Number of individuals referred to social detox.
 - h) Number of individuals referred to SUD intensive outpatient treatment and attend first session.
 - i) Number of individuals referred to SUD outpatient treatment and attend first appointment.
 - j) Number of individuals who are referred to Medication Assisted Treatment.
 - k) Number of individuals referred to intermediate SUD treatment and admitted.
 - l) Number of individuals referred to community based mental health services.
 - m) Number of individuals referred to short-term stabilization.
 - n) Number of people who complete an intake at the programs to which they were referred.
 - o) Number of people discharged with community services.
 - p) Percentage of individuals who report being satisfied with services provided at CCC.
 - q) Number of people readmitted to services within seven days of discharge.
 - r) Number of individuals screened and admitted to a state mental health hospital (SMHH).
 - s) Number of individuals screened and not admitted to SMHH.
 - t) Total number of beds days needed for stabilization
 - u) Total number of clients who obtained or maintained permanent housing.
 - v) Total number of clients who obtained or maintained transitional housing.
 - w) Total number of clients who were engaged in ROSC services.
 - x) Total number of clients who were engaged in mental health services.

- y) Total number of clients who were engaged in substance use treatment.
- z) Total number of clients who received assistance applying for federal disability benefits.
- aa) Total number of clients who attained federal disability benefits.
- bb) Total number of clients who received assistance applying for state or third party benefits and total number who attained state or third party benefits.
- cc) Total number of clients who were assisted to secure primary medical care and the number of people who attained primary medical care.
- dd) Total number of people that had an interest in seeking earned income and the number of people who attained earned income.

5.2 Performance Measures Project Services

- a) Goals include:
 - i. Decrease admissions to SMHH for Sedgwick, Butler and Sumner Counties by 30 percent by October 2015
 - ii. Reduce 30-day readmission rates to SMHH by 20 percent from 2013 data
 - iii. Engage peer specialist/recovery coaches with treatment/recovery plans 70 percent of the time.
 - iv. Have a follow up plan for at least 90 percent of individuals that includes utilization of community services (to include intensive case management, substance use disorder treatment, medical follow-up, mental health and /or other services, as needed)
 - v. Have a least 80 percent of individuals report through the satisfaction survey process that they are satisfied with the treatment provided and the treatment was relevant to their presenting concerns
- b) Monthly reports will include:
 - i. Number of people served
 - ii. Average length of stay
 - iii. Number of people discharged with community services
 - iv. Number of people discharged to SMHH
 - v. Percentage of individuals who complete satisfaction surveys
 - vi. Number of people readmitted to services within seven (7) days or discharge
 - vii. Number of people engaged with peer support/recovery coach

5.3 Performance Measures Consumer Service Dollars/Flexible Funding

- a) Goals include:
 - i. Access of all services identified and individual treatment/recovery plans by individuals within seven days 80 percent of the time.
 - ii. Report of satisfaction with treatment provided and the treatment was relevant to their presenting concerns.
- b) Monthly reports will include:
 - i. Number of individuals referred to residential SUD treatment.
 - ii. Number of individuals who receive medication assistance
 - iii. Number of individuals who receive assistance with housing
 - iv. Number of individuals who complete satisfaction surveys
 - v. Detailed budget on Flexible Funds Expenditures.

**APPENDIX C
BUDGET**

	KDADS Grant	Sedgwick County Indirect Expense	COMCARE Contribution	Available Funds	SACK Proposed Contract Budget
Personnel	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 184,420.00
Travel & Subsistence	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Supplies	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
Contractual	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
Staff Training- Education	\$ -	\$ -	\$ -	\$ -	\$ 900.00
Indirect	\$ -	\$ (3,180.00)	\$ -	\$ (3,180.00)	\$ 12,000.00
Total	\$ 200,000.00	\$ (3,180.00)	\$ 25,000.00	\$ 221,820.00	\$ 221,820.00

HIPAA RULES
BUSINESS ASSOCIATE ADDENDUM

SECTION 1: DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sedgwick County.
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

SECTION 2: OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 2.1 Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;
- 2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;
- 2.3 Report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;
- 2.4 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- 2.5 In accordance with 45 CFR 164.502(c)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

- 2.6 Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- 2.7 Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- 2.8 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules; and
- 2.9 Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

SECTION 3: PERMITTED USES AND DISCLOSURES BY ASSOCIATE

Except as otherwise limited in this Agreement, Business Associate may only Use or Disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the Minimum Necessary policies and procedures of the Covered Entity.

SECTION 4: SPECIFIC USE AND DISCLOSURE PROVISIONS

- 4.1 Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.
- 4.2 Business Associate may Use or Disclose Protected Health Information as Required By Law.
- 4.3 Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.
- 4.4 Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- 4.5 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.
- 4.6 Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

SECTION 5: OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- 5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

SECTION 6: PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Agreement, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation, management and administrative activities, or contractual or legal responsibilities of Business Associate.

SECTION 7: TERM

The Agreement shall be effective as of date of execution of the Agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Agreement.

SECTION 8: MISCELLANEOUS

- 8.1 A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.2 The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.
- 8.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.4 In addition to any implied indemnity or express indemnity provision in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or Subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach

of this Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Rules, by the Business Associate or its employees, directors, officers, Subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's failure to perform, Breach or other action under this Agreement.

SECTION 9: SECURITY RULE REQUIREMENTS

Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including Subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any Security Incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

SECTION 10: TERMINATION

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

SECTION 11: EFFECT OF TERMINATION

Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

Provided however, Business Associate may retain Protected Health Information if necessary for management and administration purposes or to carry out its legal responsibilities after termination of the Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at in this Agreement which applied prior to termination;

return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

provided, however, that nothing in this section 11.1 shall apply in the case of PHI remaining in its possession which Business Associate determines it is not feasible to return or destroy. Business Associate shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI.

The obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

SECTION 12: NOTIFICATION OF BREACH

- 12.1 To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses, or Discloses Unsecured Protected Health Information, it shall, following the discovery of a Breach of such information, notify the Covered Entity of such Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, Used, accessed, acquired, or Disclosed during such Breach. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.
- 12.2 For purposes of this section, a Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the Individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such Business Associate (or person) to have occurred by the exercise of reasonable diligence.
- 12.3 Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach by the Business Associate involved in the case of a notification required under section 12.2. The Business Associate involved in the case of a notification required under section 12.2, shall have the burden of

demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

- 12.4 If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a Disclosure covered under such section.

If a law enforcement official states to the Business Associate that any notification or notice would impede a criminal investigation or cause damage to national security, the Business Associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

SECTION 13: PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.

- 13.1 Except as provided in section 13.2, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity has obtained from the Individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual.

- 13.2. Section 13.1 shall not apply in the following cases:

- (a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
- (b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
- (c) The purpose of the exchange is for the treatment of the Individual, subject to any regulation that the Secretary may promulgate to prevent Protected Health Information from inappropriate access, Use, or Disclosure.
- (d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
- (e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the Business Associate for activities involving the exchange of Protected Health Information

that the Business Associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the Agreement.

(f) The purpose of the exchange is to provide an Individual with a copy of the Individual's Protected Health Information pursuant to section 164.524 of title 45, Code of Federal Regulations.

(g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).