

**AGREEMENT TO PROVIDE CASE MANGEMENT SERVICES**  
**by and between**  
**CENTRAL PLAINS AREA AGENCY ON AGING, WICHITA, KANSAS**  
**and**  
**BUTLER COUNTY, KANSAS**

This Agreement is entered into this day, October 1, 2017, by and between Sedgwick County, Kansas, as authorized agent for the Central Plain Area Agency on Aging ("CPAAA") and Butler County, Kansas, on behalf of its Department on Aging ("Butler County" or "Contractor").

WITNESSETH:

**WHEREAS**, CPAAA wishes to make available certain case management services to residents of Butler County, in accordance with the Older Americans Act (OAA) and as mandated by the Kansas Department on Aging and Disability Services ("KDADS"); and

**WHEREAS**, Butler County warrants that it can provide said case management services.

**NOW, THEREFORE**, in consideration of the following terms, conditions and covenants, the parties hereto agree as follows:

**1. Purpose.** The purpose of this Agreement is to provide case management services to the clients of CPAAA residing in Butler County. The Older Americans Act (OAA) was established by the U.S. Congress to assist adults 60 and older in meeting basic needs. For purposes of this Agreement, CPAAA uses Title III-B funds from the OAA to provide in-home services (homemaker and attendant care) for individuals recently released from the hospital or rehabilitation facility. The service is available for up to 90 days from the time the older adult returns home. Butler County, acting as the authorized agent for the Central Plains Area Agency on Aging (CPAAA) entered into an agreement with KDADS to provide OAA program services including assessment, case management and coordinated in-home services for Butler, Harvey and Sedgwick Counties.

**2. Authority to Contract.** Butler County assures it possess legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of its 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 representatives of Butler County to act in connection with the application and to provide such additional information as may be required.

**3. Term.** The original term of this Agreement shall be for one (1) year, commencing October 1, 2017, and ending September 30, 2018.

**4. Compensation.** CPAAA agrees to pay Butler County Department on Aging for case management services at the rate of \$25.00 per unit. For purposes of this Agreement, a billable unit is defined to be fifteen (15) minutes of case management service. Travel time to perform a case management component is billable and should be included in the billable case management (CM) unit

Butler County must submit an original consumer case log to CPAAA for services provided within

30 days of having provided such services. Failure to submit a timely billing statement will result in Butler County not receiving payment from CPAAA for such services. Butler County shall be paid only for billable hours in accordance with KDADS and CPAAA regulations. Any services provided by Butler County not in accordance with KDADS and CPAAA will **not** be paid.

CPAAA may withhold or recover payment for any claim, pending Butler County's satisfactory performance of its duties and obligations under this Agreement and acceptance of the Butler County's work product by the CPAAA as outlined in Exhibit B Scope of Service, Service Outcomes, Training and Certification Requirements, and timely billing as outlined in item 4 Compensation. Acceptance of any work product shall be at the sole discretion of CPAAA.

Exhibit C, attached hereto and incorporated herein, contains an example of all required compensation forms.

5. **Scope of Services.** Butler County shall do, perform and carry out in a satisfactory and proper manner the Agreement purpose, goals and objectives as set forth in Exhibit B, attached hereto and incorporated as if fully set forth herein.

6. **Hold Harmless.** All parties to this Agreement understand and agree that no party shall indemnify and other, or its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of a party's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7. **Termination.** This Agreement may be terminated by any party upon thirty (30) days' written notice.

8. **Incorporation of Documents:** Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Scope of Services), Exhibit C (Sample Compensation Forms) and Exhibit D (HIPAA Business Associate Addendum) are attached hereto and made a part hereof as if fully set forth herein.

9. **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.

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

11. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted. In the event subcontracting is approved by CPAAA, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

12. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by all 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 any party, nor shall it be of any force or effect.

13. **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.

14. **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.

15. **Availability of Records.** Contractor will provide the CPAAA OAA Program Manager with a copy of each consumer's Uniform Assessment Instrument (UAI), Plan of Care, and all consumer documents and client case logs that are pertinent to each consumer's Plan of Care and case file within five (5) business days of such records being created.

As the consumer's Plan of Care changes, copies of all pertinent documentation, such as Notice of Actions (NOA), must be submitted to CPAAA and provider(s) affected by the change within five (5) business days. All changes must be documented by the Case Manager in the consumer's permanent case file.

Original consumer files must be maintained by Contractor and returned to CPAAA within thirty (30) days of closure or within three (3) days of transfer to CPAAA.

Adverse actions are actions the agency intends to take to discontinue, terminate, suspend, or reduce service. Regardless of the program funding type, a timely NOA (10 business days) shall be sent when an adverse action is to be taken. The NOA to be provided to OAA provider shall be sent by facsimile or mail.

CPAAA will review and enter all client related documents including UAI, POC, and CSW using its own staff. Contractor is responsible for developing clients' POC's, and for the quality and accuracy thereof. Any problems with completion of client's POC's shall be reported immediately to the CPAAA OAA Program Manager.

Until the expiration of five (5) years after the furnishing of services pursuant to this contract, the parties shall make available upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, or Sedgwick County, the contract, books, documents and other records of the parties that are necessary to certify the nature and extent of the costs of inpatient and outpatient services. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined inapplicable to this contract, then in that event access to the books, documents and other records of the parties need not be allowed and may remain confidential.

16. **Confidentiality.** Contractor will make available at initial contact with consumer a CPAAA Notice of Privacy Practices, and will obtain from the consumer a signed written Acknowledgment of "Notice" of Privacy Practices from the consumer. Contractor will also obtain from the consumer a signed written Authorization Form for Use of Disclosure of Protected Health Information to allow for the use and disclosure of the consumer's protected health information consistent with the purposes of this Agreement. The signed Acknowledgment of "Notice" of Privacy Practices and Authorization Form for Use of Disclosure of Protected Health Information will be kept in the consumer's permanent case file.

**17. 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:** Central Plains Area Agency on Aging  
Attn: Annette Graham, Executive Director  
2622 W. Central, Suite 500  
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, Kansas 67203-3790

**Contractor:** Butler County Department on Aging  
Attn: Crystal Noles, Director  
2101 Dearborn, Ste. 302  
Augusta, Kansas 67010

**18. Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

**19. Force Majeure.** Butler County shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Butler County. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Butler County's employees, and freight embargoes.

**20. Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

**21. Nondiscrimination and Workplace Safety.** Both parties agree to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**22. Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by either party in relation to this Agreement shall be owned by CPAAA and shall be handed over and/or returned to CPAAA upon the expiration or termination of this Agreement. Butler County shall not release any such materials without written approval of CPAAA.

**23. Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by either party in relation to this Agreement shall remain the sole property of CPAAA. Butler County shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to CPAAA upon the expiration or termination of this Agreement.

**[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

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

BUTLER COUNTY, KANSAS:

\_\_\_\_\_  


APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
  
Michael L. Fessinger  
Assistant County Counselor

ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

**EXHIBIT A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Contractual Mandatory Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of 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.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.  
  
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in

providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

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 all 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. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.  
  
Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
14. **Suspension/Debarment.** 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 of 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.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

## **EXHIBIT B SCOPE OF SERVICES**

### **Sample Forms: KDADS Notice of Action - OAA – CPAAA**

Contractor shall carry out all necessary functions related to the scope of Case Management (“CM”) including, but not limited to, the following four components:

#### **Program Evaluation**

Contractor understands and agrees that CPAAA will evaluate performance of Contractor based on goals, objectives, and service objectives stated in this Agreement. Contractor further understands and agrees that failure to meet the performance criteria stated herein may result in the termination of this Agreement.

#### **Service Outcomes**

CPAAA enters into this Agreement with Contractor with the expectation that Contractor will strive to achieve the following service outcomes for all consumers:

1. Implementation of services shall occur within seven (7) working days following the determination of eligibility and referral for the services, unless otherwise requested by the customer or their family.
2. Contractor will coordinate consumers’ plans of care according to KDADS guidelines.
3. Each Case Manager will provide consumers a choice of self-direct or provider-direct services and case management. All consumers selecting self-direct WILL receive CM from date of assessment per KDADS, FSM (Sect. 3.6.6.A and B) and CPAAA. Case managers shall make every effort to utilize/access all available services to meet the needs of their customers, not just those funded by the AAA.
4. The Case Manager will complete and implement the Plan Of Care (POC) within seven (7) working days after all eligibility factors have been met.
5. Consumer or his or her legal representative will be involved in the development of the POC.
6. Contractor will regularly monitor and evaluate the consumer to assure that services are being provided according to the POC and in a quality manner. Changes in the needs or status of the consumer, the Case Manager will make necessary adjustments in the POC and service arrangements with the providers.
7. Contractor shall compile documentation accurately reflecting consumer health status, services provided, choice of providers, and coordination of services in accordance with the POC. Documentation shall adhere to state and federal rules, regulations, and requirements. Contractor is responsible for utilizing current forms available through KDADS website; reproduction of forms is the responsibility of the Contractor.
8. Contractor will strive to achieve a continual decrease in the number of unmet service needs experienced by consumers through development of external resources in a cost-effective manner.

9. There shall be evidence that the customer and the customer's family members are educated on how to manage their own needs, with an ultimate goal of empowering customer/family independence to advocate for themselves, whenever possible.
10. Contractor shall strive to maintain consumers' independence and health where possible and strive to ensure that consumers' needs are met in a safe and dignified manner.

**Training and Certification Requirements**

1. All case managers must meet the training and certification requirements for assessors (KDADS, FSM Sect. 3.1.6.) prior to completing any component of the assessment designated by KDADS.
2. All case managers must complete the following:
  - a. Comprehensive Case Management (CCM) training provided by the KDADS within three (3) months of the start of their employment or contract or first available KDADS training including: mandated Comprehensive Case Management (CCM), and Uniformed Assessment Instrument (UAI); and
  - b. A total of 15 hours of continuing education on an annual basis (the 15 hours includes CCM training) in aging and/or disability topics.

**[remainder of this page intentionally left blank]**

# KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES

## NOTICE OF ACTION

**PROGRAM:**

☒ **Older Americans Act**

☐ **Senior Care Act**

Date of Notice:

TO:

FROM:

Agency:

Central Plains Area Agency on Aging

2622 W. Central, Suite 500

Wichita, KS 67203

Attention:

Phone:

Service	No. of Units (Specify Per Day or Week)	Self Dir. Y/N?	Provider Name	Dates of Service		Provider Unit Cost
				From	To	
						\$
						\$
						\$
						\$
						\$
						\$

☐ Customer Service Worksheet Attached

Copay:        %

Paid To:

Comments, Message, or Explanation of Action:

☐ Effective \_\_\_\_\_, your services and/or plan of care are being implemented as identified above;

☐ Or other:

cc:

Regulatory Reference(s): KDADS FSM

You may contact your case manager at the phone number above.

Please carefully read the Customer Rights and Responsibilities with this NOA.

Case Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Sample Forms:** OAA Billing: Butler County Dept. on Aging– Assessment & Case Management  
Closure Reasons and Codes  
KDADS Service Taxonomy: Activity Definitions, Codes, Funding Sources and  
Unit Definitions

**OAA**  
**Butler County Department on Aging**  
**Month & Year**  
**Assessments**

Customer Name	SSN	Units Prov.	Unit Cost	Total Cost
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
<b>TOTALS</b>		<b>0.00</b>		<b>0.00</b>

**PAYMENT INFORMATION**

		<b>\$0.00</b>
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**OAA**  
**Butler County Department on Aging**  
**Month & Year**  
**Case Management**

Customer Name	SSN	Units Prov.	Unit Cost	Total Cost
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
			25.00	0.00
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			25.00	0.00
			25.00	0.00
			25.00	0.00
<b>TOTALS</b>		<b>0.00</b>		<b>0.00</b>

**PAYMENT INFORMATION**

		<b>\$0.00</b>
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## Closure Reasons and Codes

**Instruction:** Select the reason below that best describes why a service or a customer is closed. Enter the code for the reason in the Discharge Code Column on the plan of care. The following codes are reserved, do not use:

1,8,12,16,22,24,26,27,28,30.

CODE	REASON FOR DISCHARGE/CLOSURE
2	Death of customer
3	Customer moved out of service area (SCA and OAA only)
4	Customer moved to adult living facility with supportive services (SCA and OAA only)
5	Customer moved to nursing facility
6	Customer chose to terminate services, including moving out of state
7	Service is not available to meet customer service need, including HCBS critical services for customer's health and welfare needs
9	Customer failure to pay his or her co-pay (SCA only)
10	Customer no longer meets financial eligibility
11	Customer no longer meets functional and/or home delivered meals eligibility
13	Program or service ended or terminated due to funding change (SCA and OAA only)
14	One time service delivered, such as assessment or installation
15	Service(s) discontinued/not available due to lack of service provider and/or staff
17	Customer transferred to home-delivered meals from congregate meals (OAA only)
18	Customer transferred to congregate meals from home-delivered meals (OAA only)
19	C1 and/or C2 customer under age 60 no longer eligible (OAA only)
20	Customer and/or family interfere with service delivery to the point that it interferes with the AAA's or provider's ability to provide services
21	Customer transferred to another funding source for the service (SCA and OAA only)
23	Customer failed or refused to sign or abide by the plan of care or the customer service worksheet
25	Customer whereabouts is unknown
29	Closure of a service line to reopen the service line with different information, including changing CME.
31	Closed due to reassessment
32	Customer closed due to a Level 1 or Level 2 Case Management offense (CMGTS any funding source and HCBS/FE only)
33	Customer transitions from MFP to HCBS/FE (MFP only)
34	Customer did not transition to community (MFP only)
35	Service units decreased due to funding change
36	Customer screened out of service by SRS/ KDOA (ANESRS and ANEKDOA only)
37	Customer screened in by SRS/KDOA, determination of unsubstantiated ANE (ANESRS and ANEKDOA only)
38	Customer screened in by SRS/KDOA, determination of substantiated ANE (ANESRS and ANEKDOA only)
98	KAMIS internal code for ESD
99	KAMIS internal code for Reassessment

Effective 7-1-10

**KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES**  
**Service Taxonomy**  
**Activity Definitions, Codes, Funding Sources and Unit Definitions**

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This Service Taxonomy list contains definitions for activities that will be provided as services to customers, or conducted with the customer (such as an assessment), and also AAA or CDDO internal activities. The activity codes, funding source codes, and unit definitions will be utilized to complete assessments, registration of plans of care, and required reporting. The definitions will provide guidance for what might be included in a particular activity. The list will also be used in the completion of funding applications including the area plan.

**Acronyms for Funding Sources Administered by KDADS:**

**ADRCFED1** = Aging and Disability Resource Center Options Counseling (Medicaid Eligible)  
**ADRCSGF** = Aging and Disability Resource Center Options Counseling (Medicaid Ineligible)  
**CTO** = Community Transition Opportunities  
**DDSA** = Developmental Disability State Aid  
**DISAST** = funding allocated by KDADS in a specific disaster situation  
**MFPFED2** = Money Follows the Person (Transition Services)  
**MFPFED3** = Money Follows the Person (Transition Coordination Services)  
**OAA III B** = Older Americans Act Title III State and Community Supportive Services  
**OAA III C1** = Older Americans Act Title III State and Community Nutrition Program (Congregate)  
**OAA III C2** = Older Americans Act Title III State and Community Nutrition Program (Home Delivered)  
**OAA III D** = Older Americans Act Title III State and Community Disease Prevention and Health Promotion (\*Title III-D services must be evidence based)  
**OAA III E** = Older Americans Act Title III National Family Caregiver Support Program  
**SCA** = Senior Care Act

Consult the appropriate KDADS Field Services Manual section for the policies regarding specific programs.

Any of the activity codes can be used to indicate services provided by family or others in the "Additional Support/Services from Home Health, Family, Friend, Neighbor, Attorney, Landlord, Church, Club, Other" section of the UAI page 10 plan of care.

**Notation of change revised from 11-1-2012 (IM 2012-09):**

- Added "or CDDO" on page 1 of taxonomy to define use of Service Taxonomy
- Added "and required reporting" on page 1 of taxonomy to define use of Service Taxonomy
- Added DDSA funding source
- Removed ARRAC1, ARRAC2, ESD, ESDPND, HCBS/FE, MFPPND, MFPFED1, MFPSPGF, MFPTCM, TCM, and TCMSPGF funding sources
- Removed the phrase, "With the exception of those funded solely by HCBS/FE" on page 1 of Taxonomy regarding activity codes used for additional support/services from informal supports
- Added TCMDD, CEMGR, DAYS, EERT, FSD, FLEXDD, INFT, OHS, CRSP, CRSPG, ARSP, ARSPG, DSPSE, TRANC, TRANO, and TRSTP
- Removed funding sources from ANEKDADS, ANESRS, ASMT, CMGTS, CMGTJ, CMEL, and CMELH
- Removed activities of MADCX, ASTEX, ATCR1X, ATCR2X, ATCR3X, ATCRUD, COMPX, COMPUD, MEDRX, NUEVX, PERMIX, PERMX, MASCX, TCS, TS, MAWMX
- Added to definition of Incontinence Supplies
- Removed funding sources of HCBS/FE and MFPFED1 from OHS and added funding source of SCA
- Added funding source of DDSA to TRANS service

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Abuse, Neglect, Exploitation:</b> Suspected mistreatment occurs in a <u>facility licensed by the KDADS</u> and the suspected perpetrator lives or works at the facility (time for reporting would be documented and allocated under Case Management)	ANEKDADS	DISAST OAA III B SCA	1 report
<b>Abuse, Neglect, Exploitation:</b> Suspected mistreatment occurs in the <u>community</u> OR if a facility licensed by the KDADS the suspected perpetrator lives outside the facility and is not employed by the facility (time for reporting would be documented and allocated under Case Management)	ANESRS	DISAST OAA III B SCA	1 report
<b>Adult Day Care (or Adult Day Health):</b> Basic nursing care as <u>delegated by a registered professional nurse</u> and supervision or assistance with <u>activities</u> of daily living for a portion of the day; less than a 24 hour period. This service is provided in a freestanding facility, or as a service provided in an Adult Care Home, to customers who need the service due to functional impairments. (See definition of Adult Care Home in KDADS Field Services Manual General Program Information section.)	ADCR	DISAST OAA III B SCA	1 hour
<b>Advocacy/Representation:</b> Action taken on behalf of an older customer to secure his/her rights or benefits. This includes receiving, investigating, and working to resolve disputes or complaints. It does not include services provided by an attorney or persons under the supervision of an attorney.	ADVO	DISAST OAA III B	1 hour
<b>Alzheimer's Support Service:</b> Services are for families of elderly and customers diagnosed with Alzheimer's disease or other neurological and organic brain disorders of the Alzheimer's type. These services assist families to cope with the problem of caring for a customer diagnosed with Alzheimer's. This includes such services as respite care, development of support groups, individual and group counseling, making referrals, and providing information.	ALZH	DISAST OAA III B	1 hour
<b>Assessment – Abbreviated:</b> Completion of the abbreviated assessment instrument for the purpose of determining initial and ongoing (reassessment) need and/or eligibility for services. This activity <u>does not</u> include travel time.	AASMT	DISAST OAA III B OAA III C2	15 minutes
<b>Assessment – Comprehensive (or Full UAI):</b> Completion of the full assessment instrument for the purpose of determining initial and ongoing (reassessment) need and/or eligibility for services. This assessment consists of pages 1-10 of the UAI. This is a component of CMGT but it is separate for billing and tracking purposes. This activity includes travel time for SCA.	ASMT	DISAST OAA III B SCA	15 minutes
<b>Assessment – Nutrition:</b> A systematic method for obtaining, verifying, and interpreting data needed to identify nutrition related problems, their causes, and significance.	ASMTN	DISAST OAA III C1 OAA III C2	15 minutes
<b>Assistance:</b> One-on-one contact in person or by phone, to provide current information on opportunities and services available; assess the problems and capacities of individuals; link individuals to opportunities and services, ensures that the individuals receive the services needed; and are aware of the opportunities available to the individuals by establishing adequate follow-up procedures.  Case management: Assistance either in the form of access or care coordination in circumstances where the older person or their caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers. Activities of case management include, authorizing services, arranging services, coordinating the provision of services among providers, and follow-up as required.	ASSI	OAA III E	1 contact

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Attendant and/or Personal Care:</b> Supervision and/or assistance with bathing, medication, dressing, personal appearance, feeding, transferring, and toileting under the direction of a licensed health professional.	ATCR	DISAST OAA III B OAA III E SCA	1 hour
<b>Attendant and/or Personal Care – Self Direct:</b> Provide supervision and/or physical assistance with Instrumental Activities of Daily Living (IADLs) and Activities of Daily Living (ADLs) for individuals who are unable to perform one or more activities independently. Supervision of IADLs and supervision and/or physical assistance with ADLs may be performed without nursing supervision (K.S.A. 65-6201). Health maintenance activities and medication set-up may be performed if authorized in writing by a physician or RN. Attendant care services may be provided in the individual's choice of housing, including temporary arrangements.	ATCRSD	SCA	1 hour
<b>Attendant Care – Children:</b> One or more personal care providers on an individualized (one-to-one) basis ensuring the health and welfare of the person (18 years of age and under) during times when the person is not typically sleeping. Supporting the person with the tasks typically done for or by himself/herself if he/she did not have a disability. Such services include assisting persons in performing a variety of tasks promoting independence, productivity, and integration. This service provides necessary assistance for beneficiaries both in their homes and communities.	CATCR	DISAST DDSA	15 minutes
<b>Attendant Care – Children (Group):</b> One or more personal care providers ensuring the health and welfare of more than one person (18 years of age and under) during times when the persons are not typically sleeping. Supporting the persons with the tasks typically done for or by themselves if they did not have a disability. Such services include assisting persons in performing a variety of tasks promoting independence, productivity, and integration. This service provides necessary assistance for persons in community settings such as a day care, after school program or camp.	CATCRG	DISAST DDSA	1 dollar
<b>Attendant Care – I/DD Adult:</b> One or more personal care providers on an individualized (one-to-one) basis ensuring the health and welfare of the person (18 years of age or older) during times when the person is not typically sleeping. Supporting the person with the tasks typically done for or by himself/herself if he/she did not have a disability. Such services include assisting persons in performing a variety of tasks promoting independence, productivity, and integration. This service provides necessary assistance for beneficiaries both in their homes and communities.	AATCR	DISAST DDSA	15 minutes
<b>Attendant Care – I/DD Adult (Group):</b> One or more personal care providers ensuring the health and welfare of more than one person (18 years of age or older) during times when the persons are not typically sleeping. Supporting the persons with the tasks typically done for or by themselves if they did not have a disability. Such services include assisting persons in performing a variety of tasks promoting independence, productivity, and integration. This service provides necessary assistance for persons in community settings such as a day care, after school program or camp.	AATCRG	DISAST DDSA	1 dollar
<b>Bathroom Items:</b> May include the purchase price and installation costs for toileting and personal hygiene items. The following list is only for example and is not meant to be exhaustive: grab bars, toilet riser, tub bench, commode, hand-held shower, cleaning supplies ex. soap, shampoo, and deodorant.	BATH	DISAST SCA OAA III E	1 dollar

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Caregiver Training (Group):</b> In a group setting provide instruction about options and methods to assist caregivers in the areas of health, finance, and in making decisions and solving problems relating to their caregiving roles.	CAGTRG	OAA III E	1 event
<b>Caregiver Training (Individual):</b> Training provided to assist a caregiver in the areas of health, finance, and in making decisions and solving problems relating to their caregiving role.	CAGTR	OAA III E	1 event
<b>Caretaker:</b> For this purpose, caretaker is defined as 60 years of age or older non-spousal family member or other individual who is providing services free of charge to a home delivered meal customer. A definition for a home delivered meal customer can be found in the nutrition policies.	CRTKR	DISAST OAA III B	1 meal
<b>Case Management – Senior:</b> Assistance in access and care coordination of information and services to older customers and/or their caregivers to support the customer in the living environment of their choice. Activities of Senior case management include services outlined in FSM 3.1.  For SCA and OAA the activity of ASMT and Development of POC are billed under ASMT.  This service may include travel time for this service funded through SCA.	CMGTS	DISAST OAA III B SCA	15 minutes
<b>Case Management – Junior:</b> Assistance in access and care coordination of information and services to older customers and/or their caregivers to support the customer in the living environment of their choice. Activities of Junior case management include services outlined in FSM 3.1. This service may include travel time for this service funded through SCA.	CMGTJ	DISAST OAA III B SCA	15 minutes
<b>Case Management – I/DD (Non-Medicaid):</b> Services which will assist a person who is not eligible for services under the State Plan to identify, select, obtain, coordinate, and use both paid services and natural supports to enhance the person's independence, integration, and productivity consistent with the capabilities and preferences as outlined in their person-centered support plan.	TCMDD	DISAST DDSA	15 minutes
<b>Chore:</b> Providing assistance to customers having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work or sidewalk maintenance.	CHOR	DISAST OAA III B OAA III E	1 hour
<b>Chore:</b> Providing assistance to customers having difficulty with one or more of: heavy housework (mass cleanup), yard work or sidewalk maintenance. This service is not intended to be ongoing.	CCHOR	DISAST SCA	1 dollar
<b>Community Transition Opportunities:</b> A face to face visit completed by a local contact agency to discuss transitioning from the nursing facility to a community setting.	CTO	CTO	15 minutes
<b>Congregate Meals:</b> Provision of a meal to an eligible customer or other eligible participant at a nutrition site, senior center or some other congregate setting. See the nutrition policies for additional program requirements.	CMEL	DISAST OAA III C1	1 meal
<b>Congregate Meal – Illness Related Home Delivered:</b> Provision of a home delivered meal to a congregate meal participant at their place of residence, due to a short-term illness or physical condition.	CMELH	DISAST OAA III	1 meal
<b>Consumer Emergent Needs:</b> Unpredictable consumer-specified needs that are not addressed in other service definitions. Examples include: startup funding, fuel/lodging expenses, and disaster response.	CEMER	DDSA	1 dollar

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Coordination:</b> Activities which establish linkages among public, private agencies and other groups concerned with issues, needs or welfare of older customers. In order to promoting a comprehensive and coordinated service system or otherwise responding to older customers. The development and implementation of joint programs and agreements with other agencies, which identify potential resources for the expansion or improvement of services is included. This definition of coordination is intended for AAA internal activities only.	Activity should not be on UAI/UPR plan of care.	DISAST OAA III B	1 hour
<b>Coordination of Community Mental Health Services:</b> Coordination of community mental health services through evidence based prevention programs.	CCMH	DISAST OAA III D*	1 hour
<b>Counseling:</b> Assist the older customer and/or family to resolve problems or to relieve temporary stress. May be done on a one-to-one basis or on a group basis and may be conducted by paid, donated and/or volunteer staff. Includes Gerontological Counseling. Does not include Nutrition Counseling or Legal Counseling.	CNSL	DISAST OAA III B OAA III D*	1 hour
<b>Counseling Regarding Social Services and Follow-up Health Services:</b> This activity is intended to provide follow-up assistance to participants of disease prevention and health promotion activities.	COUNS	DISAST OAA III D*	1 session
<b>Day Supports:</b> Funding for Non-HCBS I/DD funded Day Supports designed to assist persons with maintaining or increasing adaptive capabilities, productivity, independence, and/or inclusion.	DAYS	DISAST DDSA	1 day
<b>Diagnosis:</b> Technical review and analysis of evidence and facts concerning an individual's social, psychological and physical health problem. Usually performed by a medical or other licensed professional for the purpose of linking symptoms to a specific disease or condition. Does not include screening or assessment activities. Usually related to health, physical, oral, or mental issue areas.	DIAGN	DISAST OAA III B	1 hour
<b>Discount:</b> A reduction made on goods or services from a regular or list price.	DISC	OAA III B	1 card issued
<b>Education &amp; Training/Public Education:</b> Providing formal or informal opportunities for individuals to acquire knowledge, experience or skills. Includes individual or group events designed to increase awareness in such areas as nutrition, crime, or accident prevention; promote personal enrichment, for example, through continuing education; to increase or gain skills in a specific craft, trade, job or occupation. This is <u>not</u> interpreted to mean "Outreach" or "Information and Assistance." Therefore, contacts with a group of customers or potential customers are considered "Public Education". This does not include wages or stipends to participants - see Material Assistance/Aid.	EDUC	OAA III B	1 hour
<b>Educational Programs on the Availability, Benefits, and Appropriate use of Preventive Health Services</b> covered under Title XVIII of the Social Security Act-42 U.S.C. 1395 et seq.	EDUCS	OAA III D*	1 session
<b>Education to Employment Transition:</b> Funding to support activities that assist individuals (up to age 22) transitioning from the school setting to find competitive employment in an integrated setting.	EERT	DISAST DDSA	1 dollar
<b>Family/Individual Subsidy:</b> Payments to defray the cost of an individual's needs. May include but is not limited to purchase of durable medical equipment and supplies.	FISD	DISAST DDSA	1 dollar
<b>Flex Service:</b> Provide a service or item designed to assist a caregiver when other resources have been researched, are unavailable, and does not meet any other III-E service definition in the taxonomy.	FLEX	OAA III E	1 dollar
<b>Flex Service I/DD:</b> Costs for services provided to individuals that are not paid for by other sources. Examples include but are not limited to dental procedures, home modifications, wheelchairs, assistive technology, etc.	FLEXDD	DDSA	1 dollar

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Follow-Up/Evaluation:</b> Determining the quality and/or effectiveness of a service provided to an individual customer. Usually performed as a component of case management, and/or to assess the results of information/referral. The activity is distinguished from Diagnosis and Assessment/Screening, and from project evaluation.	FLWP	DISAST OAA III B	1 contact
<b>Food Supplements:</b> A food or beverage that has been formulated to provide a concentrated form of nutrients or nutrients that are tailored to meet the needs of someone with special nutritional needs.	FOOD	DISAST SCA	1 dollar
<b>Guardianship:</b> Services designed to provide information and training for individuals who are or may become guardians or representative payees of older individuals. This may include information on the powers and duties of guardians and representative payees and on alternatives to guardianships.	GUAR	DISAST OAA III B	1 contact
<b>Health Promotion Programs:</b> Includes programs relating to chronic disabling conditions (including osteoporosis and cardiovascular disease) prevention and reduction of effects, alcohol, and substance abuse reduction, smoking cessation, weight loss and control, and stress management.	HPRO	OAA III D*	1 session
<b>Health Risk Evaluation:</b> A process of measuring indicators or factors to determine the presence, nature and extent of impairments and to obtain information needed for intervention continued planning to improve the condition.	HEAL	DISAST OAA III D*	1 evaluation
<b>Home Delivered Meals:</b> Provision of a meal to an eligible customer or other eligible participant, at the customer's place of residence.	HMEL	DISAST OAA III C2	1 meal
<b>Home Health Services:</b> This could include any of the following activities provided at the residence of the customer: nursing, physical therapy, speech therapy, occupational therapy, respiratory therapy, or home health aide. Persons or agencies providing these services must meet applicable licensing and/or certification requirements of the state of Kansas.	HHSER	DISAST OAA III B SCA	1 hour
<b>Home Injury Control Educational Services:</b> Provision of educational programs on injury prevention (including fall and fracture prevention) in the home environment.	HINS	OAA III D*	1 session
<b>Home Injury Control Screening Services:</b> Screening to determine if the home environment is high-risk.	HIINJS	DISAST OAA III D*	1 screening
<b>Homemaker:</b> Providing assistance to customers having difficulty performing one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, doing light housework, and laundry.	HMKR	DISAST OAA III B OAA III E SCA	1 hour
<b>Homemaker – Self Direct:</b> Providing assistance to customers having difficulty performing one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, doing light housework, and laundry.	HMKRSD	SCA	1 hour
<b>Hospice:</b> To provide care for terminally ill customers and their family members. This care is either supportive to meet the needs of the terminally ill and their families or delivered to alleviate symptoms.	HOSP	OAA III B SCA	1 hour
<b>Incontinence Supplies:</b> Supplies such as undergarment protection and bed pads for the purpose of addressing both urinary and bowel incontinence. Purchase is limited to 3 month supply and maximum of \$300 per customer, per state fiscal year.	INCN	DISAST SCA	1 dollar

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Individual Counseling:</b> Providing one-on-one counseling for caregivers to assist in making decisions and resolving problems related to their caregiving roles. Individual counseling includes, but is not limited to grief counseling and mental health counseling.	INDC	OAA III E	1 event
<b>Infant/Toddler Subsidy:</b> Subsidy paid to defray costs related to infant/toddler screenings and/or early intervention services. Including but not limited to Tiny K website, etc.	INFT	DISAST DDSA	1 dollar
<b>Information – Age Related Disorders:</b> Information concerning diagnosis, prevention, treatment, and rehabilitation of age-related diseases and chronic disabling conditions including osteoporosis, cardiovascular diseases, and Alzheimer's disease and related disorders with neurological and organic brain dysfunction.	IARD	DISAST OAA III D*	1 contact
<b>Information: Group services, including public education, provision of information at health fairs or similar events. Outreach:</b> Interventions for the purpose of identifying potential caregivers and encouraging their use of existing services and benefits. This service may also include newsletters, publications and mass media campaigns.	INFO	OAA III E	1 event
<b>Information and Assistance:</b> A one-on-one service for older individuals, and/or the individual's caregiver(s) on behalf of the individual, that gathers information regarding the problems and capacities of the individual in order to: (a) Provide current information on opportunities and services available to the individual within their community including information relating to assistive technology; (b) When appropriate, links the individual to the opportunities and services that are available; (c) Establish adequate follow-up procedures to ensure that the individual receives, to the maximum extent practicable, the information, services, or opportunities available to the individual.	INAS	DISAST OAA III B	1 contact
<b>Interpreting/Translating:</b> To explain the meaning of oral and/or written communication to non-English speaking customers.	INTR	DISAST OAA III B	1 hour
<b>Legal Assistance:</b> Provision of legal advice, counseling, representation, community education, and outreach provided by an attorney or other person acting under the supervision of an attorney.	LGLA	DISAST OAA III B	1 hour
<b>Letter Writing/Reading:</b> To read, write, interpret and/or translate business and personal correspondence.	LETR	DISAST OAA III B	1 hour
<b>Material Assistance/Aid:</b> Aid in the form of products, goods or food such as commodities direct distribution, surplus food, groceries or cleaning supplies, clothing, smoke detectors, carbon monoxide detectors, heat detectors, eyeglasses, security devices, etc.	MAID	DISAST OAA III B SCA	1 dollar
<b>Medication Issues:</b> Any activity, service, or device associated with medication including the purchase of such items as medication dispensers, prescription and over-the-counter medication.	MEDIC	DISAST SCA	1 dollar
<b>Medication Management Education:</b> Activities related to medication management, screening, and educational programs to prevent incorrect medication and adverse drug reactions, including medication dispensers purchased for temporary use as part of a screening and education program.	MMEG	DISAST OAA III D*	1 session
<b>Miscellaneous:</b> This is a one-time purchase OR a one-time or short-term service (duration of less than three (3) months) which does not meet any other service definition. It is intended to address a gap in a customer's service as identified by the case manager and should not be used to meet on-going service or purchase needs. This definition could include eye glasses, air conditioner, etc.	MISC	DISAST SCA	1 dollar

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Mobility Aids:</b> Those items that enable the customer to continue functioning with the greatest independence. Includes items such as transfer bench, walker, cane, lift chair, reachers, and wheelchair.	MOBL	DISAST SCA	1 dollar
<b>Newsletter:</b> To provide older customers with a newspaper or newsletter containing items predominantly of interest to and affecting the wellbeing of older customers.	NEWS	OAA III B	1 letter or paper to 1 older customer
<b>Nutrition Counseling:</b> Provision of advice and guidance to an individual customer, who is at nutritional risk, because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status. This activity is performed by a health professional in accordance with state law and policy.	NCOU	DISAST OAA III C1 OAA III C2 OAA III D*	1 hour
<b>Nutrition Education:</b> A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to customers, or customers and their caregivers, in a group or individual setting. A dietitian or individual of comparable expertise oversees this activity.	NEDU	DISAST OAA III C1 OAA III C2 OAA III D*	1 session
<b>Options Counseling:</b> An interactive process that provides assistance to individuals, their family members, caregivers and others and are supported in their deliberation to make informed long-term services and supports choices. Sessions provide unbiased information and decision-support about long term care services through phone calls, emails, electronic means, or face to face as suitable to meet the needs of the individual.	OPCNS	ADRCFED1 ADRCSGF	1 session
<b>Oral Health Services:</b> Oral Health Services shall mean accepted dental procedures, to include diagnostic, prophylactic, and restorative care, and allow for the purchase, adjustment, and repair of dentures. Anesthesia services provided in the dentist's office and billed by the dentist shall be included within the definition of Oral Health Services.	OHS	DISAST SCA	1 dollar
<b>Outreach:</b> Interventions initiated by an agency or organization for the purpose of identifying potential customers (or their care givers) and encouraging their use of existing services and benefits. The service units for outreach refer to individual, one-on-one contacts between a service provider and an elderly customer or caregiver. A group activity that involves a contact with several current or potential customers/care givers should not be counted as a unit of outreach. Services of this kind offered in a group might be defined as "education/public education".	OUTR	DISAST OAA III B	1 contact
<b>Payment to Customer:</b> Direct financial assistance in the form of money or a voucher. Includes wages (such as for the Senior Community Service Employment Program), stipends, and supplemental living allowance payments (such as for domiciliary care or foster care), and payments for customer direct purchase of service.	PMTC	DISAST OAA III B	1 dollar
<b>Personal Emergency Response Installation:</b> Installation of a personal emergency response electronic device.	PEMRI	DISAST SCA	1 installation
<b>Personal Emergency Response Services/Monitoring:</b> This service reimburses a monthly fee for the monitoring of a personal emergency response system. Personal Emergency Response units are electronic devices and have portable buttons worn by the customer. These units provide 24 hour a day on call support to the customer having a medical or emergency need that could become critical at any time.	PERM	DISAST SCA	Monthly charge

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Physical Fitness and Exercise Programs:</b> Includes aerobic and other exercise, music, art, and dance-movement therapy, as well as programs for multi-generation participation that are provided by: (a) An institution of higher education; (b) A local educational agency as defined in section 1471 of the Elementary and Secondary Education Act of 1965, (20 U.S.C. 2891); or (c) A community-based organization.	PREP	OAA III D*	1 session
<b>Placement:</b> Assisting a customer in obtaining a suitable place or situation such as employment, housing, institution, etc.	PLMT	DISAST OAA III B	1 placement
<b>Program Development:</b> Activities directly related to either the establishment of a new service(s); or the improvement, expansion or integration of an existing service(s). The two major characteristics of program development are activities which: (1) Are intended to achieve specific service(s) goal and/or (2) Activities that must occur during a specifically defined and limited period of time rather than cyclical or ongoing. Program development is intended for AAA internal activities only.	None as activity should not be on UAI/UPR plan of care	OAA III B	1 staff hour
<b>Provision of Educational Activities for the Prevention of Depression</b>	PAPD	OAA III D*	1 session
<b>Recreation:</b> To participate in activities, such as sports, performing arts, games, and crafts, either as a spectator or as a performer, facilitated by a provider.	RECR	OAA III B	1 session
<b>Repair/Maintenance/Renovation:</b> Services designed to enable older individuals to maintain their homes, to adapt homes to meet the needs of older individuals, to prevent unlawful entry into residences, through structural modifications or alterations of such residences. This list could include wheelchair ramp, interior/exterior doorway widening, stairways, stair handrails, porch repair, and counter/cabinet heights.	RMNR	DISAST OAA III B OAA III E SCA	1 dollar
<b>Residential Supports:</b> Funding for Non-HCBS I/DD funded Residential Supports that provide assistance, acquisition, retention and/or improvement in skills related to activities of daily living.	RESS	DDSA	1 day
<b>Respite:</b> Enables caregivers including grandparent or relative caregivers to be temporarily relieved from their caregiving responsibilities. Respite care is considered to be temporary, substitute supports or living arrangements to provide a brief period of relief or rest for caregivers. It can be in the form of in-home respite, adult day care, and institutional respite for an overnight stay on an intermittent, occasional, or emergency basis. Grandparent/relative caregiver respite may include day care, after school or camp activities. Respite cannot be provided for more than seven (7) consecutive days.	RRRR	OAA III E	1 hour
<b>Respite Care:</b> Provides temporary relief for primary caregivers of customers. This service may be provided for varied periods of time in a location agreed to by the customer, caregiver, and, when involved, the case manager. This service may include: (a) Supervision to assist an individual in accomplishing activities of daily living and supervision/physical assistance for the instrumental activities of daily living of meal preparation, assisting customer with the use of the telephone, laundry, and housekeeping. (b) Response to emergency situations by calling 911 or appropriate emergency community assistance.	RESP	DISAST OAA III B SCA	1 hour

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Respite Care – Children:</b> Purchase of 1:1 respite care and is designed to provide temporary relief for the primary caregiver(s) for the person (18 years of age and under). This service may be provided for varied periods of time in a location agreed to by the customer, caregiver, and when involved, the case manager. This service may include: a) Supervision to assist the person in accomplishing activities of daily living and supervision/physical assistance for the instrumental activities of daily living, meal preparation, assisting with the use of the telephone, laundry, and housekeeping. b) Response to emergency situations by calling 911 or appropriate emergency community assistance.	CRSP	DISAST DDSA	1 hour
<b>Respite Care – Children (Group):</b> Purchase of group respite care designed to provide temporary relief for the primary caregiver(s) for the person (18 years of age and under). Respite may be provided for day care, after school and or camp activities. Respite cannot be provided for more than seven (7) consecutive days.	CRSPG	DISAST DDSA	1 dollar
<b>Respite Care – I/DD Adult:</b> Purchase of 1:1 respite care and is designed to provide temporary relief for the primary caregiver(s) for the person (18 years of age or older). This service may be provided for varied periods of time in a location agreed to by the customer, caregiver, and when involved, the case manager. This service may include: a) Supervision to assist the person in accomplishing activities of daily living and supervision/physical assistance for the instrumental activities of daily living, meal preparation, assisting with the use of the telephone, laundry, and housekeeping. b) Response to emergency situations by calling 911 or appropriate emergency community assistance.	ARSP	DISAST DDSA	1 hour
<b>Respite Care – I/DD Adult (Group):</b> Purchase of group respite care designed to provide temporary relief for the primary caregiver(s) for the person (18 years of age or older). Respite may be provided for day care, after school and or camp activities. Respite cannot be provided for more than seven (7) consecutive days.	ARSPG	DISAST DDSA	1 dollar
<b>Screening:</b> A routine health screening activity to detect or prevent illnesses such as high blood pressure, hearing, vision, glaucoma, diabetes, cholesterol, cancer, and also includes medication management, depression and nutrition screening. These activities are NOT part of any assessment or registration conducted to determine either a customer's need or eligibility for a service.	SCRN	DISAST OAA III B OAA III D*	1 screening
<b>Senior Center Facilities:</b> Those multipurpose senior center facilities that are altered, renovated, or acquired fiscal year to date. This includes alteration and renovation of existing senior centers as well as facilities that were not previously used as multi-purpose senior centers. This activity would not be listed on a UAI or UPR plan of care.	SCFC	OAA III B	1 senior center altered, renovated, or acquired
<b>Shopping:</b> Providing assistance in the purchase of clothing, medical supplies, food items, household items and/or recreational materials for a customer.	SHOP	DISAST OAA III B	1 round trip
<b>Sleep Cycle Support:</b> This service provides non-nursing physical assistance and/or supervision during the customer's normal sleeping hours in the customer's place of residence, excluding nursing facilities and boarding care facilities. This service could include physical assistance or supervision with toileting, transferring and mobility; and prompting and reminding of medication.	MASC	SCA	6-12 hours
<b>Supervision:</b> Overseeing actions and/or behavior of a customer to safeguard his or her rights and interests for the purposes of protection against harm to self or others.	SPRV	DISAST OAA III B	1 hour

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Supported Employment:</b> Competitive work in an integrated setting with on-going support services for people who have an Intellectual and/or Developmental Disability. The following supported employment activities are designed to assist persons in acquiring and maintaining supported employment: individualized assessment, individualized job development and placement, on-the-job training, ongoing monitoring, ongoing support services necessary to ensure job retention, and training in related skills essential to secure and retain employment.	DSPSE	DISAST DDSA	1 dollar
<b>Support Groups:</b> Activities that organize and maintain support groups that provide assistance to caregivers and their families in making decisions and solving problems relating to their caregiving roles. <b>Providing guidance or instructions on organizing support groups.</b>	SUPG	OAA III E	1 event
<b>Telephoning:</b> Telephoning the customer in order to provide comfort or help.	TPHN	DISAST OAA III B	1 call
<b>Transportation – Assisted (OAA):</b> Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.	ASTR	DISAST OAA III B	1 one way trip
<b>Transportation – OAA:</b> Provision of a means of going from one location to another. Does not include any other activity.	TRNS	DISAST OAA III B DDSA	1 one way trip
<b>Transportation:</b> Provision of a means of going from one location to another. This activity may include assisted transportation or non-assisted transportation.	TRAN	DISAST SCA OAA III E	1 dollar
<b>Transportation – Capital:</b> Cost of one time purchase of a vehicle(s) that are used to provide transportation to consumers or for use by staff to support consumer services. May include matching funds for KDOT grants for purchase of vehicles.	TRANC	DISAST DDSA	1 purchase
<b>Transportation – On Going Expense:</b> On-going expenses related to providing transportation services to consumers (may include leasing costs, fuel and/or other operating expenses)	TRANO	DISAST DDSA	1 dollar
<b>Transportation Stipends:</b> Stipends paid to providers to defray transportation costs for consumers. May include subsidies to providers, and public transportation fares	TRSTP	DISAST DDSA	1 dollar
<b>Treatment:</b> Care provided by a licensed health professional subsequent to assessment and diagnosis of a physical, oral, mental problem or condition. Includes rehabilitative care such as physical, speech/hearing, and occupational therapies.	TREMT	DISAST OAA III B	1 visit
<b>Utilities:</b> The payment of a utility bill in order to keep the customer in their home or payment of installation and/or hook-up charges for utilities. Examples: electric, phone, water, gas, propane, etc. This does not include any charges with Lifeline or similar device.	UTIL	DISAST	1 dollar
<b>Visiting:</b> A visit to the customer in order to comfort or help.	VIST	DISAST OAA III B	1 visit

# LISTING OF ADDITIONAL SUPPORT/SERVICES NOT ADMINISTERED BY KDADS

SUPPORT/SERVICE	CODE
<i>Acute Care Cost:</i> A monthly cost, determined by SRS, added to all HCBS/FE plans of care to cover immediate and short term costs such as hospital stays, physician appointments and pharmacy.	ACCC
<i>Acting on Behalf, DPOA for HC, Legal Guardian:</i> This code is used when the delegation has been activated. Designation may be formal or informal to assist the customer in making decisions or to make the decisions for the customer.	AOBS
<i>Case Management – Intern:</i> Assistance either in the form of access or care coordination in circumstances where the older person and/or their caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers. Activities of Intern case management include advocacy, arranging services, coordinate the provision of services among providers, follow-up, resource development, and case record maintenance.	CMGTI
<i>Community Developmental Disability Organization Services:</i> Services provided by an agency responsible for services and supports provided to children and adults with developmental disabilities.	CDDO
<i>Community Mental Health Center Services:</i> Community-based, mental healthcare centers provide a variable range of services, including inpatient, outpatient, emergency, partial hospitalization, consultation, education, case management, drop-in centers and vocational rehabilitation programs.	CMHC
<i>Family Caretaker:</i> A variety of service(s) and/or support provided by non-paid family members. Generally, the family members themselves arrange a very flexible and changeable schedule.	FCKTR
<i>Financial Management:</i> Service and/or support provided by a non-paid family member to plan, direct, or coordinate accounting, investing, banking, insurance, securities, bill payments, or other financial activities.	FMGT
<i>Skilled Nursing:</i> Short term medical care in a person's home as needed. Examples include medication assistance, wound care, IV therapy, etc	NRSN
<i>Veteran's Benefits:</i> Services available to individuals or dependents of individuals who served during wartime in the United States Military. Examples can include cash assistance, prescription drug coverage, and other medical coverage.	VBEN

**EXHIBIT D**  
**HIPAA BUSINESS ASSOCIATE ADDENDUM**

**SAMPLE FORMS:** Authorization for Release of Information - CPAAA  
Notice of Privacy Practices – CPAAA  
Acknowledgement of “Notice” of Privacy Practices – CPAAA

**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(e)(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).

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