

FIXED PRICE SUBCONTRACT AGREEMENT

This Fixed Price Subcontract Agreement (the "Agreement") is entered into on this 1st day of October, 2010 by and between Chestnut Health Systems, Inc, an Illinois not-for-profit corporation ("Chestnut") with principal offices at 1003 Martin Luther King Drive, Bloomington, Illinois 61701 and County of Cuyahoga, Ohio, a political sub division of the State of Ohio ("Agency").

RECITALS

WHEREAS, Chestnut has developed the Global Appraisal of Individual Needs ("GAIN") assessment tool; and

WHEREAS, Chestnut also provides trainings, coaching, certifications, monitoring and other administrative services in connection with the use of the GAIN through the GAIN Coordination Center ("GCC"); and Agency has received a grant to provide assessment and treatment services; and

WHEREAS, in connection with the receipt of the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) grant money, Agency desires to subcontract with Chestnut to provide to Agency certain training and other services in connection with the GAIN assessment tool to assist in the tracking and treating of substance abuse, and to facilitate the sharing of resources and information between Agency and the Federal Government as further described in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chestnut and Agency agree as follows.

Section 1. Services

1.1 **Scope of Services.** Chestnut shall be retained to perform the following services as further outlined below. All services shall be performed or provided by Chestnut as part of the fixed fee as specified below only during the term of the Grant funding, and all services shall immediately end upon cessation of the Grant funding from the Federal Government. Chestnut understands and agrees that this Agreement is contingent on the Agency receiving Grant funding from the Federal Government.

1.1.1 GAIN National Trainings

(a) For the duration of the Grant, Agency shall be invited to send up to 4 staff members to attend a regularly scheduled GAIN National Training, which shall be held in Normal, Illinois. This 3.5-day training will provide guidance on administering the GAIN as well as how to train others to administer the GAIN. The GAIN National Training includes presentations, small group work on administration, question and answer sessions, hands on practice with the GAIN instrument, tips to achieve certification, an

overview of the clinical reports, discussions regarding using the GAIN to guide diagnosis and treatment planning, a demonstration of the GAIN ABS computer version of the instrument, Data Management information, optional sessions for follow up interviews, introduction to the Spanish version of the GAIN, a workshop to aid in finding inconsistent answers, and an opportunity for the trainees to make their first submissions towards Administration certification.

(b) Airfare, lodging, and transportation from hotel, training materials and lunch each day is included in the fixed fee for up to four (4) staff members. Airfare, lodging, transportation and other travel reimbursement is made in accordance with Chestnut's travel logistics and reimbursement procedures. All travel arrangements MUST be made through Chestnut and must comply with Chestnut's travel procedure requirements to be eligible for reimbursement. Chestnut will also provide reimbursement for certain meals and some ground travel expenses based on a calculated government reimbursement rate, which is determined using information posted by the Federal Government on the following website:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Illinois&noc=T

(c) The Agency will be responsible for all costs associated with sending additional trainees and Agency understands that costs for any additional trainees is not included in the fixed fee.

1.1.2 GAIN Clinical Interpretation (GCI) Training

(a) For the duration of the Grant, Agency may send up to 4 staff members to an advanced

Clinical training after completion of the initial GAIN National Training and related clinical coursework, but must send at least one staff member to GAIN Clinical Interpretation training (up to 4 slots over the course of the grant).

The 3-day clinical interpretation training with certification aims to (1) briefly review content from the initial training; (2) provide further training on using GAIN scale scores, the ICP (Individual Clinical Profile), and the GAIN placement grid for treatment planning; (3) provide training and practice on efficiently editing and using the GRRS; (4) strengthen the trainee's understanding of how the GAIN relates to DSM and ASAM, and (5) prepare trainees for the clinical certification process.

(b) Airfare, lodging, and transportation from hotel, training materials and lunch each day is included in the fixed fee for up to four (4) staff members. Airfare, lodging, transportation and other travel reimbursement is made in accordance with Chestnut's travel logistics and reimbursement procedures. All travel arrangements MUST be made through Chestnut and must comply with Chestnut's travel procedure requirements to be eligible for reimbursement. Chestnut will also provide reimbursement for certain meals and some ground travel expenses based on a calculated government reimbursement rate, which is determined using information posted by the Federal Government on the following website:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Illinois&noc=T

(c) The Agency will be responsible for all costs associated with sending additional trainees and Agency understands that costs for any additional trainees is not included in the fixed fee.

1.1.3 GAIN ABS Training

GAIN ABS user training is offered via conference call or web-based software. This training event takes place twice a month. The user training consists of coaching web-conferences that help to train additional staff of the Agency and ensure competence through additional testing and use of practice cases to develop familiarity with the software and report generation.

1.1.4 GAIN Data Manager Training

(a) In order to ensure the success of the data management process, Chestnut will train one appointed Data Manager from the Agency using Microsoft Live Meeting and the GAIN Data Manager Manual.

(b) The Data Manager training will provide the local Data Manager with instructions on how to prepare GAIN data for retrieval and respond to all feedback prepared by the GCC data management team.

1.1.5 GAIN Certification

Up to, but no more than, six months of GAIN Local Trainer Certification and GAIN Clinical Interpretation certification are offered by the GCC as a part of this grant. GAIN Site Interviewer certification is recommended to the GCC by the certified GAIN Local Trainers and approved and distributed by the GCC.

1.1.6 GAIN Coaching

GAIN coaching is based on a method developed over a decade of working with CSAT treatment grantees. The GCC will provide multiple kinds of planned and event-driven coaching activities in the sole discretion of GCC.

1.1.7 GAIN Project Coordination Coaching

(a) Coaching e-mails in the early implementation phase are sent to remind Agency staff how far along in implementation they should be (e.g., upcoming deadlines, paperwork due, predetermined number of intakes completed) and of upcoming coaching calls and available web trainings. Congratulatory e-mails are sent to recognize achievements such as reaching certification levels, first successful data submission, low number of GAIN edits for 3 months in a row, and other Agency accomplishments.

(b) The GAIN project coordinator makes post training site implementation calls 4-6 weeks after initial GAIN training to review early implementation decisions and paperwork and answer site questions.

(c) Agency group coaching calls will be via teleconferencing or web conference and will focus on needed implementation and clinical issues in using the GAIN. The GAIN project coordinator will encourage grantees to discuss problems they may be having and will check to see whether anyone is falling behind, call on the Agency sites doing exceptionally well to share tips, and give basic updates from each of the GCC teams (e.g., software changes, information related to data submission such as total number of records, certification status and upcoming deadlines, etc.). Calls will often involve a special topic.

1.1.8 GAIN Administration Quality Assurance Team Coaching

- (a) GAIN Trainees that have entered the certification process are assigned their own Administration Quality Assurance (A-QA) professional to guide and support them through the Administration and Local Trainer process.
- (b) Trainees are sent weekly deadline reminders and tips for certification.
- (c) Detailed behavioral feedback is provided for each submission processed and reviewed by the GCC. Phone reviews and booster work is provided to all trainees as well as additional training material and strategies to meet deadline requirements.
- (d) The assigned A-QA professional will provide opportunities for practice, training activities and hands on practice with the tool. These coaching activities can be required or suggested for the certification process or may be requested by the GAIN trainees.

1.1.9 GAIN Clinical Interpretation Team Coaching

- (a) The GAIN clinical coordinators make bimonthly calls to follow-up with people working on their clinical certification.
- (b) The GAIN Clinical Project Coordinator sends deadline reminders via e-mail to each trainee.
- (c) Individual coaching calls are available to any trainee requesting extra assistance or needing guidance throughout the certification process upon mutual agreement regarding scheduling and frequency with GCC.
- (d) Group Clinical coaching calls are offered bimonthly or as needed for training groups.

1.1.10 GAIN Data Team Coaching

- (a) There are post training data manager calls (4-8 weeks after training) to provide coaching on how to submit data to the GCC for the first time.
- (b) The Agency will be assigned a Data Lead to assist them with site-specific questions regarding their site's data.
- (c) The Data Team has a Data Coaching Specialist devoted to providing one on one time to Agency sites in need of assistance with data submission. The Agency can request assistance by e-mailing data_submit@chestnut.org. Specialized coaching via the phone or Internet can be arranged at times mutually convenient to the Agency and GCC.

1.1.11 GAIN Monitoring

- (a) GAIN Progress Reports narrative and tabular summary reports are sent every month to the PI Project Director and Evaluator (or assigned GAIN specialist at site).

These reports are based on the Agency's progress with the GAIN in a given program cohort (e.g. offender reentry program grantees).

(b) GAIN Grant Compliance Management Reports are sent to the grant programs Federal Project Officer every month. This Management Report has a column for each grant site and reports the totals for GAIN follow up rates and other grant compliance requirements for each site as well as totals across the cohort. This report is reviewed by GAIN Project Manager and grant program Federal Project Officer during monthly conference calls. A plan of action is determined for any site with non compliance issues.

1.1.12 Data Cleaning, Feedback and Site Profiles

(a) Chestnut's GCC will provide data receipting, cleaning, and data management services to support a fully functional GAIN data set. To minimize costs, this will be done by cohort (e.g. by a group of grantees funded at the same time, such as all offender re-entry projects together or all treatment drug courts together).

(b) After GAIN Data has been pulled, Chestnut's Data Team will review each GAIN assessment for data anomalies, and create comprehensive feedback, called GAIN Edits, and distribute these to the Agency's sites by the end of each month. The responses or corrections to these GAIN edits will be sent back the following month.

(c) On a quarterly basis the GCC Data Management Team will create and distribute back to the Agency and their evaluator analytic SPSS data files with all additional variables, scales, and indices created and labeled for use by the Agency's sites evaluators and any approved cross-site collaborations. Once each site in a cohort has at least 20 GAIN Initial cases, the GCC Data Management Team will also create a quarterly Site Profile report. The GCC Data Management Team distributes this Agency profile report to the GPOs and the local sites and posts it to a secure website archive quarterly.

(d) GAIN Project Coordinators contact the Agency to ensure they have received Site Profiles and can provide assistance in navigating the reports and utilizing the report to Power Point feature.

1.1.13 Annual CSAT Treatment Data Set

Chestnut has collaborated with CSAT to create an annual summary treatment data set across all CSAT grantee sites using the GAIN. The CSAT Treatment annual data set is compiled using quarterly processed data collected in June, July, and August of the preceding year. This cross-program/site dataset is compiled, reviewed extensively, and de-identified to comply with HIPAA requirements. Chestnut will continue to clean the data from this cohort and prepare it for inclusion in this common data set as long as the Government Project Officer ("GPO") gives approval. Chestnut will do individual analysis using the combined CSAT Treatment dataset based on requests received from the GPO or provide them with a de-identified copy of the data for their own analyses (with the GPOs approval). Chestnut will only share de-identified data and will ask permission from the PI first for all active grants.

1.1.14 Support Team Contact

The GCC provides e-mail support lines for each team involved in making an Agency's grant site successful. These Help Contacts are provided to each grant site and can be utilized at any time to provide support. GCC will provide assistance within 3 business days but strive to respond within 24 hours during the regular workweek.

- 1.2 Oversight and Approval. Services under this Agreement shall be overseen by Chestnut. Chestnut shall have no authority to enter into any binding agreement or other obligation on behalf of Agency and shall not represent itself as having such authority.
- 1.3 Reporting Requirements. Chestnut agrees to provide Agency with such statistical, financial, and programmatic information as reasonably requested by Agency for the purpose of determining payments, establishing grant formulas, monitoring and evaluating programs, and establishing management information systems.

Section 2. Independent Contractor. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Chestnut is at all times acting and performing as an independent contractor. As a result of Chestnut's independent contractor status, Agency shall have no responsibility to withhold Federal, state or local taxes or Social Security from Chestnut and Chestnut shall be solely responsible for payment of any such taxes due to the proper taxing authorities. Agency is under no obligation to provide Worker's Compensation, unemployment and other insurance or any other type of employee benefit to Chestnut.

Section 3. Covenant Not to Hire. Both parties agree that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement will either party contact any current employees or former employees of the other party for the purpose of employing, hiring or otherwise interfering with the contractual relationships of such employees without the prior written approval of the other party. The provisions of this Section 3 shall survive termination of this Agreement.

Section 4. Data Agreement. Under the terms of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. Parts 160-164, two (or more) organizations sharing data involving full or limited protected health information are required to enter into a data sharing agreement that delineates the terms of their data sharing interactions. Agency agrees to execute a Data Sharing Agreement in substantially the form attached hereto as **Exhibit A.**

Section 5. Compensation and Expenses.

5.1 Compensation for Services. Agency shall pay Chestnut a Fixed Fee in the sum of Twenty-Six Thousand Two Hundred Eighty-Nine Dollars (\$26,289.00). If the Agreement is terminated prior to the expiration of the Term, the Fixed Fee amount shall be prorated based on the remaining unused year. Partial year shall not be credited. The SAMHSA grant was awarded to include three installments to be provided in year one, two and three of the grant project period contingent upon the completion of project target goals. The approved amounts specified in the

grant award that is targeted for CHESTNUT is as follows: \$26,289.00 in the first year's award cycle (9/30/2010 through 9/29/2011 as reflected in this agreement), \$26,289.00 in the second year's award cycle (9/30/2011 through 9/29/2012) and \$26,289.00 in the third year's award cycle (9/30/2012 through 9/29/2013). Based upon the AGENCY completing approved target project goals this agreement will be amended in year two and three to reflect the additional funds necessary to complete the entirety of the grant project.

5.2 Billing. The Fixed Fee amount shall be billed in one equal annual installment of Twenty-Six Thousand Two Hundred Eighty-Nine Dollars (\$26,289.00). Payment shall be due within 30 days of receipt of the billing statement.

5.3 Additional Services. Agency has the right to purchase additional services from Chestnut as negotiated by Chestnut and Agency.

Section 6. Term. The term of this Agreement ("Term") shall commence on the date set forth above and shall continue in effect until the end of the Grant term, which shall be September 29, 2013 unless a no-cost extension is granted. If a no-cost extension is granted, both parties agree that this Agreement shall be automatically extended for the term of the no-cost extension. The Agreement may also be terminated earlier in accordance with Section 7 below.

Section 7. Termination.

7.1 Without Cause. This Agreement may be terminated without cause by either party by providing the other party with thirty (30) days prior written notice.

7.2 Effects of Termination. In the event that either party terminates this Agreement, Agency shall continue to make payments due to Chestnut in accordance with Sections 5.1 and 5.2.

Section 8. Licensing Agreement. Chestnut has various copyrighted works and is willing to grant a limited license to Agency for such works upon Agency's execution of a License Agreement substantially in the form attached hereto as Exhibit B.

Section 9. Intellectual Property. Chestnut shall maintain in strict confidence, and shall use and disclose only as authorized by Agency, all information of a competitively sensitive or proprietary nature that it receives in connection with the services performed under this Agreement. Agency shall take reasonable steps to identify for the benefit of Chestnut and its personnel any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by Agency generally without restriction; (3) information independently developed or acquired by Chestnut or its personnel without reliance in any way on other protected information of Agency; or (4) information approved by Agency for the use and disclosure of Chestnut or its personnel without restriction. Notwithstanding the foregoing restrictions, Chestnut and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for Chestnut to protect its interests in this Agreement,

but in each case only after Agency has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

Section 10. Insurance. Each party shall maintain at all times during the Term of this Agreement, at each party's sole expense, professional and general liability insurance coverage in an amount no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate to protect itself and its agents and employees in the event of claims made against it and/or its agents and employees arising out of or in connection with any acts or omissions in the provision of services pursuant to this Agreement. A certificate of insurance will be provided by the other party upon request.

Section 11. Indemnification. Chestnut shall indemnify and hold harmless the other Party from and against all claims liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by either Party and their agents, including subcontractors, or any obligation of the other Party and its agents, including subcontractors.

Section 12. Notice. Any and all notices, demands, requests, and other communications required or permitted to be served or given to either party by the other shall be delivered personally or by United States mail, first class postage, prepaid, certified, or registered mail, return receipt requested, or via overnight mail, or by e-mail to the following address:

To Chestnut: Alan Sender.
Chestnut Health Systems
1003 Martin Luther King Drive
Bloomington, IL 61701
asender@chestnut.org

(309) 820.3579

To Agency: Cuyahoga County, Justice Services
Grants and Training Attn: Manager
310 West Lakeside Avenue #795-A
Cleveland, Ohio 44113
pyoung@cuyahogacounty.us

(216) 443-5924

If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date indicated on the return receipt. Either party may change its address by giving written notice of the change to the other party in the manner specified above in this Section.

Section 13. Miscellaneous.

13.1 **Assignment.** This Agreement is for the services of Chestnut and may not be assigned by Chestnut without the prior written consent of Agency.

13.2 Entire Agreement. This Agreement contains the entire understanding among the Parties and supersedes any and all prior understandings and/or written or oral agreements regarding this matter between Chestnut and Agency.

13.3 No Third Party Beneficiaries. This Agreement is not for the benefit of any third party and shall not in any manner whatsoever confer any rights upon or increase the rights if any third party.

13.4 Successors. This Agreement shall be binding on the successors or assigns of the Parties without the necessity of restating its terms.

13.5 Amendments. This Agreement cannot be modified, extended or amended except by written agreement signed by all the Parties hereto.

13.6 Severability. The invalidity of any provision of this Agreement will not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed as severable from the other sections or provisions of this Agreement.

13.7 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

13.8 Waiver of Breach. Any failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement by any party shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

13.9 Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

13.10 Controlling Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

13.11 Electronic Transactions. By entering into this AGREEMENT, Chestnut agrees on behalf of the Agreement or submitting business entity, its officers, employees, sub-agreementors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Chestnut also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

Executed this 4th day of April, 2011.

CHESTNUT HEALTH SYSTEMS

By: 
Alan Sender, Chief Operating Officer

County of Cuyahoga, Ohio

By: 
Edward FitzGerald, County Executive

Exhibit "A"

If Applicable, please complete:

Grant Program: SAMHSA
Grant No.: T1023086
GAIN License Number: 0208129

GAIN Coordination Center Data Agreement For Covered Entities (1. GCC Full CE, version 10-05-10)

This Data Agreement (the "Agreement") is entered into as of March 10, 2011, (the "Effective Date") by and between Cuyahoga County Adult Treatment Center, (the "SITE") and Chestnut Health Systems, Inc.'s GAIN Coordination Center ("GCC").

WHEREAS, SITE has received funding from SAMHSA (the "SPONSOR") for purposes of participating in the following project: Adult Drug Court (the "PROJECT");

WHEREAS, SITE is a Covered Entity within the meaning in the Health Insurance Portability and Accountability Act Privacy Rule and Security Rule, 45 C.F.R. Parts 160-164 (the "Privacy Rule and Security Rule");

WHEREAS, SITE (and/or its affiliates) operates a drug and alcohol treatment program and information obtained in the program is governed by the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations (42 C.F.R. Part 2);

WHEREAS, SITE and GCC must also comply with certain provisions as required under the HITECH Act (Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009)) (the "HITECH Act");

WHEREAS, SITE has collected data as part of the PROJECT;

WHEREAS, SITE wishes to have access to GCC's data collection expertise, including training, instruments, manuals, computer applications and technical assistance;

WHEREAS, because of its data collection expertise, GCC has been selected by SPONSOR to serve as a data-coordinating center;

WHEREAS, as the data-coordinating center, GCC receives data from several sites, including SITE, in order to aggregate, clean and de-identify data for cross-site analysis; and

WHEREAS, as the data coordinating center, GCC also discloses data back to the sites, including SITE, for their internal purposes and also to the SPONSOR as necessary to comply with the terms of the funding contracts; and

WHEREAS, the parties wish to enter into an agreement that will permit the sharing of data between them as necessary to fulfill the purposes of the PROJECT and their reporting requirements to

SPONSOR, as well as to comply with the requirements of the Privacy and Security Rule, the HITECH Act, and 42 C.F.R. Part 2.

NOW, THEREFORE, SITE and GCC agree as follows:

SECTION 1. DEFINITIONS

1.1 De-identified Information does not identify an individual, and cannot be used to identify an individual. Health information is de-identified if all the following items of information are removed for the individual patient, and his/her relatives, employers and household members:

- Names
- All geographic subdivisions smaller than a state, including street address, city, county, precinct, zip code, and their equivalent geocodes, except for the initial three digits of a zip code if, according to the current publicly available data from the Bureau of the Census: 1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and 2) the initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
- All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, and date of death
- All ages over 89 and all elements of dates (including year) indicative of such age, except a single category may be used for age 90 or older
- Telephone and fax numbers
- Electronic mail addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full face photographic images and any comparable images
- Any other unique identifying number, characteristic, or code, except permitted re-identifiers
- Any other information the staff member actually knows could be used alone or in combination with other information to identify an individual

If all the information listed above is not removed, health information can also be considered de-identified if an expert in generally accepted statistical and scientific principles relating to rendering information not individually identifiable determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, to identify an individual. The methods and results of the expert's analysis must be documented.

1.2 A Limited Data Set means a data set that has had the following Protected Health Information for the individual, his/her relatives, employers or household members removed:

- Names;
- Street or Postal address information (other than town or city, state, and zip code)
- Telephone numbers
- Fax numbers

- Electronic mail addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full face photographic images and any comparable images.

The Limited Data Set may include the following identifying information:

- The town or city, state and zip code of the individual, his/her relatives, employers or household members
- Dates, including dates of behaviors or services converted to days before or after intake and the federal fiscal year of intake
- Age (in years) at intake
- A unique research identifying number, characteristic or code

The Limited Data Set may also include non-identifying information, including the type of treatment or service received or randomly assigned and the amount of services received as well as the facility location. The Limited Data Set will require two linkage files (one at the SITE and one at GCC) to connect it back to PHI.

1.3 Protected Health Information (PHI) means individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is:
 - (i) Transmitted by electronic media;
 - (ii) Maintained in any medium described in the definition of electronic media at §162.103 of the Privacy Rule
 - (iii) Transmitted or maintained in any other form or medium.
- (2) Protected health information excludes individually identifiable health information in:
 - (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g;
 - (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and
 - (iii) Employment records held by a covered entity in its role as employer.

1.4 All other capitalized terms not defined herein shall have the same meaning as in the Privacy Rule, Security Rule and/or HITECH Act.

SECTION 2. SERVICES TO BE PROVIDED

2.1 The parties mutually agree that the following named individual(s) will oversee the receipt and disclosure of data under this Agreement on behalf of GCC: Michael Dennis mdennis@chestnut.org (insert name and contact info)
Daniel Deterra (216) 443-2170

2.2 The parties mutually agree that the following named individual(s) will be designated as point-of-contact on behalf of SITE: Molly Leckler (216) 443-2154 (insert name and contact info).

- 2.3 GCC will provide the following services to SITE, as requested by SITE (the "Services"):
- Training of SITE's staff on data collection techniques
 - Software to initially de-identify the data prior to transmittal
 - Further de-identification of data
 - Creation of a Limited Data Set
 - Technical assistance on systems
 - Data aggregation services
 - Analytic and publication assistance

In the course of providing these services, GCC may have varying degrees of access to Protected Health Information ("PHI"), a Limited Data Set or De-identified Information.

SECTION 3: GCC'S RECEIPT OF PHI (Business Associate Provisions)

3.1 To the extent that GCC has access to PHI provided by SITE, then GCC shall be operating as a Business Associate of SITE and this section of the Agreement shall apply. All PHI that is received by GCC in this capacity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by SITE or its operating units to GCC is covered.

3.2 GCC may use or disclose PHI on behalf of SITE only in order to perform any of the Services requested by SITE as set forth in Section 2.3 above and in accordance with Section 3.3 below.

3.3 Except as otherwise limited in this Agreement, GCC may also use PHI as follows:

- For the proper management and administration of GCC
- To carry out the legal responsibilities of GCC

3.4 GCC may not use or disclose PHI if such use or disclosure would be a violation of the Privacy Rule if done by SITE.

3.5 GCC agrees it will not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

3.6 Safeguards. GCC agrees to use appropriate physical, administrative and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement or HIPAA.

3.7 Mitigation. GCC agrees to mitigate, to the extent practicable, any harmful effect that is known to GCC of a use or disclosure of PHI by GCC in violation of the requirements of this Agreement.

3.8 Reporting. GCC agrees to report to SITE, in writing, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware within 10 days of GCC's discovery of such unauthorized use and/or disclosure. If GCC becomes aware of a breach of any unsecured PHI in GCC's possession (i.e. PHI that has not been rendered unusable, unreadable or indecipherable to unauthorized individuals), and the breach does not meet the exceptions given in Section 13402 of Title XIII of the HITECH Act, GCC shall work with SITE to notify affected individuals as required and shall comply with the notification requirements to the Secretary of the Department of Health and Human Services. GCC shall notify SITE of any breach of unsecured PHI as soon as possible, but in no event later than 60 calendar days after discovery.

3.9 Subcontractors. In the event that GCC is permitted by law to provide PHI to an agent, GCC agrees to ensure that its agents, including a subcontractor, to whom it provides PHI received from SITE agrees, in writing, to the same restrictions and conditions that apply to GCC with respect to such information.

3.10 Right of Access. SITE and GCC agree that GCC shall not be creating any PHI or receiving any PHI on behalf of SITE that is not already contained within SITE's records. Therefore, any requests for access to PHI by patients shall be the sole responsibility of SITE.

3.11 Right of Amendment. GCC agrees to incorporate any amendments to PHI as directed or agreed to by the SITE in accordance with the amendment of PHI provisions of the Privacy Rule as set forth in 45 C.F.R. §164.526 in the time and manner that are mutually agreeable to the parties.

3.12 Right to Accounting of Disclosures. SITE and GCC agree that GCC shall not make any disclosure of PHI that needs to be included within an accounting of disclosures.

3.13 Books and Records. GCC agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by GCC on behalf of, SITE available to the Secretary of the Department of Health and Human Services for purposes of determining the SITE's compliance with Section 3 of this Agreement and the Privacy Rule.

3.14 Return or Destruction of PHI. Upon termination of this Agreement, for any reason, GCC shall, as directed by SITE, return or destroy all PHI received from or created or received by GCC on behalf of SITE that GCC still maintains in any form and retain no copies of PHI. This provision shall apply to PHI that is in the possession of GCC, its subcontractors or agents. If return or destruction is not feasible, GCC shall provide to SITE notification of the conditions that make return or destruction infeasible. If SITE is in agreement that return or destruction is not feasible, then GCC will agree to extend the protections of this Agreement to the information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as GCC maintains such PHI.

3.15 Security Provisions. GCC will take the following measures:

- a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of the SITE as required by the Security Rule in accordance with 45 CFR 164.308, 164.310, 164.312 and 164.316;
- b) Ensure that any agent, including a subcontractor to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the electronic PHI;
- c) Develop and enforce appropriate policies, procedures and documentation standards, including designation of a security official; and
- d) Report to the SITE any security incident (as defined in 45 CFR 164.304) of which it becomes aware, as well as any breach of unsecured PHI as discussed in Section 3.8 above. The Parties agree that the breach notification requirements of Section 3.8 satisfy any notice requirements of GCC to SITE of the ongoing existence and occurrence of attempted but unsuccessful security incidents, for which no additional notice to SITE shall be required.

SECTION 4: GCC'S RECEIPT OF SUBSTANCE ABUSE TREATMENT RECORDS (Qualified Service Organization Provisions)

4.1 To the extent that GCC has access to substance abuse treatment information in the course of providing Services or technical assistance to SITE, then GCC shall be operating as a qualified service

organization of SITE (as that term is defined by 42 C.F.R. §2.11) and this section of the Agreement shall apply.

4.2 In receiving, storing, processing or otherwise dealing with any protected substance abuse information from SITE, GCC is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

4.3 If necessary, GCC will resist in judicial proceedings any efforts to obtain access to patient records except as permitted under 42 C.F.R. Part 2.

4.4 GCC acknowledges that any unauthorized disclosure of information under this part is a federal criminal offense.

SECTION 5: GCC'S USE OR DISCLOSURE OF A LIMITED DATA SET (Data Sharing Agreement Provisions)

5.1 This section shall serve as the Data Sharing Agreement between SITE and GCC and shall govern GCC's use or disclosure of any Limited Data Set received from SITE.

5.2 GCC may use or disclose the Limited Data Set to SITE or SPONSOR only for the purpose of evaluation, public health or health care operations, testing software applications, new or modified functionality, reports, and products.

5.3 GCC may not use or disclose the Limited Data Set if such use or disclosure would be a violation of the Privacy Rule if done by SITE.

5.4 GCC agrees it will not use or further disclose the Limited Data Set other than as permitted or required by this Agreement or as required by law. GCC will notify SITE of any disclosure to the SPONSOR.

5.5 GCC agrees to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this Agreement.

5.6 GCC agrees to report to SITE, in writing, any use or disclosure of the Limited Data Set not provided for by this Agreement of which it becomes aware and will comply with Section 3.8.

5.7 In the event that GCC is permitted by law to provide the Limited Data Set to a third party, GCC agrees to have the third party execute a Data Sharing Agreement in the form provided by GCC.

5.8 GCC will not (re)identify the information or contact the individuals who are the subjects of the information.

SECTION 6: SITE'S USE OR DISCLOSURE OF A CROSS-SITE LIMITED DATA SET

6.1 This section shall serve as the Data Sharing Agreement between SITE and GCC and shall govern SITE's use or disclosure of any cross-site Limited Data Set received from GCC.

6.2 SITE may use or disclose the Limited Data Set to GCC or SPONSOR only for the purposes of evaluation, public health or health care operations.

6.3 SITE may not use or disclose the Limited Data Set if such use or disclosure would be a violation of the Privacy Rule if done by GCC.

6.4 SITE agrees it will not use or further disclose the Limited Data Set other than as permitted or required by this Agreement or as required by law.

6.5 SITE agrees to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this Agreement.

6.6 SITE agrees to report to GCC, in writing, any use or disclosure of the Limited Data Set not provided for by this Agreement of which it becomes aware and will comply with Section 3.8.

6.7 In the event that SITE is permitted by law to provide the Limited Data Set to a third party, SITE agrees to have the third party execute a Data Sharing Agreement in the form provided by GCC.

6.8 SITE will not (re)identify the information or contact the individuals who are the subjects of the information.

SECTION 7: DE-IDENTIFIED INFORMATION

7.1 De-identified information may be disclosed or used in accordance with §164.514 (a) and (b) of the Privacy Rule. De-identified Information is not addressed in 42 C.F.R. Part 2. GCC shall be permitted to use or disclose de-identified information without restriction, including using de-identified information to test software applications, new or modified functionality, reports, and products.

7.2 GCC's de-identified data set shall contain a randomly assigned research identification number, which will be linked only to the research identification number assigned by the SITE. SITE will not have access to this link. Similarly, GCC will not have access to the link between the SITE's research identification number and personal identifiers.

SECTION 8: TERM AND TERMINATION

8.1 Term. This Agreement shall become effective on the Effective Date and shall terminate when data is no longer being provided to GCC by SITE or to SITE by GCC. GCC agrees that all identifying information not previously returned or destroyed in accordance with Section 3.14 will be destroyed within five (5) years of the PROJECT's termination, unless continuation funding and/or an updated consent are obtained or as otherwise required by law.

8.2 Termination. Either party shall be permitted to terminate this Agreement immediately, and any other agreement between the parties, in the event that the other party has materially breached this Agreement. If termination is not feasible, the non-terminating party, if a Covered Entity, shall have the responsibility to report any problems to the Secretary. Upon termination, any PHI in possession of GCC shall be returned to SITE or destroyed in accordance with Section 3.14.

SECTION 9: MISCELLANEOUS

9.1 Compliance with Law. The parties shall each be solely responsible for their own compliance with all applicable law, including the following:

- The terms of its funding relationship with the SPONSOR
- Statutes and regulations governing human subjects and any requirements imposed by an Institutional Review Board

- Statutes and regulations governing data safety and monitoring plans, monitors or boards
- The Federal Drug and Alcohol Confidentiality Law (42 C.F.R. Part 2)
- The Health Insurance Portability and Accountability Act
- The HITECH Act

Nothing in this agreement shall be construed as altering in any way any requirements imposed upon SITE under the terms of its funding agreement with the SPONSOR. In addition, this Agreement shall not replace any existing steering committees, executive committees or other approval mechanisms for cross-site sharing of data.

9.2 Indemnification. Each party shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach of this Agreement by the indemnifying party as determined by a court of competent jurisdiction.

9.3 Regulatory Reference. A reference in this Agreement to a section in the Privacy Standards, Security Standards, HITECH Act or 42 C.F.R. Part 2 means the section as in effect or as amended.

9.4 Preemption. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rule, Security Rule, HITECH Act or 42 C.F.R. Part 2, as amended, the Privacy Rule, Security Rule, HITECH Act or 42 C.F.R. Part 2 shall control.

9.5 Independent Entities. None of the provisions of this Agreement is intended to create, nor shall any be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.

9.6 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

9.7 Amendments. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for either party to comply with the requirements of the Privacy Rule, the Security Rule, the HITECH Act or 42 C.F.R. Part 2. This agreement shall not be amended without the mutual written consent of the parties.

9.8 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.

9.9 Entire Agreement. The parties acknowledge that this Agreement represents the entire understanding between the parties with respect to the subject matter hereof and that there are no other agreements, either oral or written, between them.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

SITE: Cuyahoga County Adult Treatment Court

Corporate Representative:

By: David S. [Signature]

Title: Program Mgr.

Date: 3/11/11

Technical Representative:

By: Mally heckle

Title: Drug Court Coordinator

Date: 3/11/2011

GCC: CHESTNUT HEALTH SYSTEMS, INC.

Corporate Representative:

By: Mark D. Godley

Mark D. Godley, Ph.D

Title: Director of Research and Development

Date: 3/30/11

Technical Representative:

By: [Signature]

Michael Dennis, Ph.D.

Title: Senior Research Psychologist

Date: 4/4/11

Exhibit "B"

ATDC10

GAIN License # GL11-ATDC10-93
APSS Site Password: ATDC10
Grant #: TI23086

For Office Use Only:

Program # _____

License # _____

GAIN LICENSE AGREEMENT
(Version 03/02/10)

This License Agreement, dated March 11, 2011, (Effective Date) is between Chestnut Health Systems, Inc., an Illinois not-for-profit corporation, having an office at 448 Wylie Drive, Normal, Illinois 61761 (hereinafter called "Chestnut") and Cuyahoga County Adult Treatment Court (hereinafter called "Licensee"), a Cuyahoga County Court organized under the laws of the State of Ohio, having an office at 1276 West Third Street, OH 44113
Marian Bendig

WITNESSETH:

WHEREAS, Chestnut has created various copyrighted works and is willing to grant to Licensee a non-exclusive, non-transferable, limited license to reproduce and use some of said copyrighted works; and

WHEREAS, Licensee is desirous of obtaining the aforesaid licenses;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

Section 1 **Definitions**

a. As used herein the term "Licensed GAIN Products" refers to materials specifically identified in Section 7 hereto.

Section 2 **Ownership**

Chestnut warrants that it has the right to convey the licenses set forth herein, and that the Licensee's use of such Licensed GAIN Products in accordance with the terms of this Agreement shall not infringe any third party rights and copyright in the United States.

Section 3 **License**

a. Subject to the terms and conditions of this Agreement, Chestnut grants to Licensee, and Licensee accepts, a non-exclusive, non-transferable, limited license to reproduce and use the Licensed GAIN Products as identified in Section 7 and at locations identified in Section 8 hereto.

b. Licensee shall not have the right to assign, sub-license, transfer, pledge, lease, rent or share rights under this License Agreement.

c. Licensee acknowledges and agrees that the Licensed GAIN Products are proprietary products of Chestnut protected under the U.S. Copyright Law. All right, title and interest in and to the Licensed GAIN Products including associated intellectual property rights are and shall remain with Chestnut. This License Agreement does not convey to Licensee an interest in or to the Licensed GAIN Products, but only a limited right of use.

d. The license fees paid by Licensee are identified in Section 9 hereto and are in consideration of the licenses granted under this License Agreement.

e. This License Agreement is effective for a period of 5 years from the effective date of this agreement. Licensee may terminate this License Agreement at any time by providing written notice to Chestnut and complying with the terms in Section 3f and 3g herein. Chestnut may terminate this License Agreement upon the breach by Licensee of any term hereof.

f. In the event of termination, Chestnut shall have no obligation to refund any amounts paid to it under this Agreement.

g. Upon expiration or termination, Licensee will discontinue use of GAIN Products but can maintain archival copies of the Licensed GAIN Products.

h. The licenses granted under this License Agreement are to be used only for the clinical practice and research conducted by the Licensee at locations indicated in Section 8 of this Agreement.

Section 4 No Warranty

a. Licensee shall be solely responsible for any use of the Licensed GAIN Products in its operations. Licensee agrees that Licensed GAIN Products are suitable for supportive clinical decision-making only when used under the supervision of someone qualified to make diagnosis and placement decisions under any and all applicable agency and local regulations and guidelines. Licensee bears full responsibility for the supervision of its own staff and how Licensee's staff utilizes Licensed GAIN Products.

b. In no event shall Chestnut be liable for damages of any kind (direct, indirect, special, incidental, or consequential) resulting from any deficiency, defect, error or malfunction in the Licensed GAIN Products, even if it has been advised of the possibility of such damage.

Section 5 Confidentiality

Licensee shall be responsible for maintaining and securing on behalf of Chestnut the Licensed GAIN Products in its possession or under its control. Licensee: (i) will protect the Licensed GAIN Products in the same manner that it protects its own confidential information and (ii) will not remove or destroy any proprietary notice on the Licensed GAIN Products. Any termination of this License Agreement shall not terminate Licensee's obligation of confidentiality under this Section 5.

Section 6 Defending Rights

In the event that any suit, claim or demand is threatened or brought against Licensee involving any claim that Licensee's use of the Licensed GAIN Products infringes any rights of others, Licensee shall promptly inform Chestnut thereof, and Chestnut shall have the right, at its option, to take exclusive charge of the defense, at its own expense, of any such suit, claim or demand, and of any negotiations for the settlement thereof. Licensee shall cooperate fully with Chestnut in the defense of any such actual or threatened suit, claim or demand or any related proceeding that Chestnut undertakes.

Section 7 Licensed GAIN Products

This license does not include software. The Licensee is approved to use current versions of the following tools as well as other such GAIN materials that may be added during the license period. Please indicate below which products you will be using.

- ☒ Global Appraisal of Individual Needs - Initial (GAIN-I or GI)
- ☒ Global Appraisal of Individual Needs - Monitoring 90 (GAIN-M90 or GM)
- ☐ Global Appraisal of Individual Needs - Quick (GAIN-Q or GQ)
- ☐ Global Appraisal of Individual Needs - Quick Monitoring (GAIN-QM or GQM)
- ☐ Global Appraisal of Individual Needs - Collateral Assessment Form - Intake (GCI)
- ☐ Global Appraisal of Individual Needs - Collateral Assessment Form - Follow-up (GCM)
- ☐ Global Appraisal of Individual Needs - Short Screener (GAIN-SS or GSS)
- ☒ Global Appraisal of Individual Needs - Treatment Satisfaction Index (GAIN-TxSI)
- ☐ All of the Above
- ☐ Other(s) _____

The licensee will be given a web URL, user ID, and password to access Licensed GAIN Products.

Use of the parenting practices section of the GCI and GCM requires additional permission from Patrick Tolan (Tolan@uic.edu).

Section 8 Authorized Purposes and Locations

This license is granted for use as specified below. If the site or project information below changes, please notify the GAIN Coordinating Center, 448 Wylie Drive, Normal, IL 61761 in writing.

Program, Project, or Site Name: Cuyahoga County Adult Treatment Drug Court

Organization Name (if different): Cuyahoga County Felony Drug Court

Grant Program (if applicable): SAM HSA

Grant No. (if applicable): TI-623086

7/20/04/2/011
Sponsor/Funder (if applicable): _____

Main Contact/Program or Project Director Name: Daniel Peterca

Organization: Cuyahoga County Adult Treatment Court

Address: Marion Bldg 5th Floor, 1276 West Third St.

City/State/Zip: Cleveland, OH 44113

Country: U.S.A.

Phone: 216-443-2170

Fax: 216-443-2171

E-mail: cpdexp@cuyahogacounty.us

These products are licensed for use at the following organizations and locations. A separate page may be attached if necessary.

1. Community Assessment and Treatment Services, 8411 Broadway Avenue, Cleveland, OH 44105
2. Treatment Alternatives to Street Crime, Marion Building 2nd floor 1276 west Third Street, Cleveland, OH 44113
3. Cuyahoga County Probation Department, Marion Building 5th floor 1276 West Third Street, Cleveland, OH 44113
- 4.

Section 9 **License fees**

The Licensee agrees to remit \$100 per provider to Chestnut in consideration for this license. Software purchase is not included in this license. The administration manuals may be downloaded at no charge to licensed users from www.chestnut.org/li/gain or may be purchased from the Chestnut bookstore at www.chestnut.org/li/bookstore.

Section 10 **Renewal**

Upon the express written approval of Chestnut, this license may be extended in 5-year increments by contacting the GAIN Coordinating Center, 448 Wylie Drive, Normal, IL 61761, (309) 451-7700, GAINInfo@chestnut.org.

Section 11 Miscellaneous

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois unless the Licensee is required by law to submit to governance by a state or Indian tribe.

b. Changes to the license may be requested by contacting the GAIN Coordinating Center, 448 Wylie Drive, Normal, IL 61761.

c. Any notices recorded or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipts requested, with proper postage affixed to the parties at the following addresses:

 If to Chestnut: Chestnut Health Systems, GAIN Coordinating Center, 448 Wylie Drive, Normal, IL 61761, Attn: GAIN License Agreement

 If to Licensee, the program director listed in section 8 (or list below):

d. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect.

 IN WITNESS WHEREOF, the parties have executed this License Agreement by their duly authorized officers as of the date specified on page 1.

LICENSEE:

Cuyahoga County Adult Treatment Center
(print or type organization name)

CHESTNUT HEALTH SYSTEMS, INC.,
an Illinois not-for-profit corporation

By: Daniel E. Peterca
(print or type name)

By: Michael L. Dennis, Ph.D.

Title: Project Director
(print or type title)

Title: GAIN Coordinating Center Director
and Senior Research Psychologist

Signature: Daniel E. Peterca

Signature: [Signature]

Date: 3/11/11

Date: 4/26/11