



## DIVISION OF FINANCE – PURCHASING DEPARTMENT

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### ADDENDUM #1 RFP #24-0062 INMATE COMMUNICATIONS SERVICES (REVISED)

October 18, 2024

The following is to ensure that vendors have complete information prior to submitting a proposal. Here are some clarifications regarding the proposal for RFP #24-0062 Inmate Communications Services for the Sheriff's Department.

Questions and/or statements of clarification are in **bold** font, and answers to specific questions are *italicized*.

- Appendix A lists the number of inmates in each Pod for the Annex Facility. Please provide the number of inmates per Pod for the Main Facility as well.**

*Housing Unit Capacities –*

- |                       |                       |
|-----------------------|-----------------------|
| <i>a. Pod 01 – 49</i> | <i>n. Pod 14 - 52</i> |
| <i>b. Pod 02 – 52</i> | <i>o. Pod 15 - 21</i> |
| <i>c. Pod 03 – 64</i> | <i>p. Pod 16 - 54</i> |
| <i>d. Pod 04 – 64</i> | <i>q. Pod 17 - 64</i> |
| <i>e. Pod 05 – 52</i> | <i>r. Pod 18 - 52</i> |
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| <i>g. Pod 07 – 64</i> | <i>t. Pod 20 - 54</i> |
| <i>h. Pod 08 – 64</i> | <i>u. Pod 21 - 64</i> |
| <i>i. Pod 09 – 54</i> | <i>v. Pod 22 - 52</i> |
| <i>j. Pod 10 – 57</i> | <i>w. Clinic - 17</i> |
| <i>k. Pod 11 – 64</i> |                       |
| <i>l. Pod 12 – 52</i> |                       |
| <i>m. Pod 13 – 54</i> |                       |

- In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.**

*Yes, all equipment will be required to be replaced with newest available equipment regardless of selected vendor.*

- Please provide the schedule in which the inmates have access to the inmate phones**

*The phones in housing are turned on at 0730 hours and remain on until 2200 hours. The inmates are allowed to use the phones anytime they are permitted in the dayroom during these hours.*

- 4. How are debit accounts funded – e.g., through an inmate’s trust account, lobby kiosk, phone/website payments, etc.? Please list all available methods.**

*The inmate debit accounts can be funded through the inmate’s trust account, lobby kiosk, or remotely via credit card payment.*

- 5. What limits does the county place, if any, on use of the services in this RFP—maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc.?**

*The free on-site video visitation is limited to one hour per week. There is no limit on remote video visitations if there is an available time slot. Phone calls are limited to 20 minutes per call. Inmates may make as many calls as they want if there is an available phone. There is no restriction on the amount of digital mail or electronic messages.*

- 6. Are the existing kiosks installed today doing everything that is required in this RFP (e.g. phone calling, grievances, video visitation, scanned mail, information broadcast)?**

*Yes, the current kiosk has the capability of accommodating all required services.*

- 7. For what reason does the county want tablets at the Annex and not the Main facility? Does the Annex house a special class of inmates?**

*The Annex Facility typically houses lower-level offenders and commitments who do not need to be transported back and forth. The inmates are allowed access to additional items not allowed at the main facility including a tablet. This provides incentive for the inmates at the Annex Facility to follow the rules and not be sent back to the main facility with more restrictions.*

- 8. If the tablet program is successful at the Annex, would the county be open to expanding the tablet program to the main jail?**

*Currently the county has no intention of reintroducing tablets at the main facility.*

- 9. For the current tablet program at the Annex, what services do you have on the tablets today? (e.g. grievances, commissary ordering, video visitation, digital scanned mail, electronic messaging, education, entertainment, phone calling, etc.)**

*Inmates currently can access the following services via the tablet:*

- a. Education*
- b. Entertainment*
- c. Phone calls*
- d. Digital scanned mail*
- e. Electronic messaging*

- 10. Will the county allow email services on the kiosks and/or tablets?**

*All inmates must be able to access digital mail and electronic messages via the kiosk. The tablet may be used as a secondary option to access these items but cannot be the only way of viewing this information.*

- 11. Do you want video visitation capabilities on the tablets?**

*No.*

**12. How many officer tablets are needed?**

*Three (3) officer tablets will need to be supplied at the Annex Facility.*

**13. Mail scanning is a required service listed under Section 4 on RFP p. 5. What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail?**

*The average number of scanned mail items over the past six (6) months is 180 to 200 per month. The only scanned mail items are personal non-privileged mail, while legal mail is being accepted in physical form.*

**14. Section 6.f on RFP p. 6 states, “On site technician to address maintenance concerns across all platforms.” Is this a local technician available to visit the site as needed, or a technician stationed onsite at the facility on a regular basis?**

*The technician needs to be stationed on site. Typically, the technician is on site Monday through Friday from 8:00 am to 5:00 pm.*

**15. Section 11 on RFP p. 8 states, “Data from current systems must be converted to the new system.” What are the current systems? What kind of data do you want us to convert? Have those vendors agreed to provide that data in a non-proprietary format?**

*“Disregard Section 11 under System Architecture and Design as a data conversion will not be needed.”*

**16. Regarding the Architecture and IT Standards beginning on RFP p. 9, we are providing a separate network for our services. For that reason, many of these requirements or questions would not be appropriate because we would not be using the county’s network, and the county would not be required to provide any resources like servers. Therefore, is this section applicable? If so, should we disregard or note all of the items that are not applicable?**

*“If the vendor is using their own network and managing it, then please note all items not applicable under the Architecture and IT Standards section.”*

**17. Do you expect to receive commissions on any services? If so, which services?**

*No, we do not expect to receive any commissions.*

**18. Are bidders required to list all rates and fees for proposed services?**

*Yes, bidders are required to list all rates and fees.*

**19. Will the county allow for a proposal to present multiple pricing options for the county’s consideration?**

*Please present your best and final pricing option.*

**20. Regarding the proposal conditions on RFP p. 15, do we need to list any exceptions that we might have to these conditions? Also, note the first link is broken.**

*Yes. The first link is a working link-please advise if you are still unable to view.*

**21. Section VIII #11 states: “Acknowledge receipt of Business Associate Addendum.” Is this the same as the Independent Contractor addendum? If different, please provide the Business Associate Addendum.**

*The Business Associate Addendum is attached.*

**22. After the first round of questions is answered, will the county accept additional questions if clarification is needed for any of the county's responses?**

*If the questions are necessary to the scope of work and applicable to all respondents the county will provide clarification of responses*

**23. Is an ADA-compliant phone required in each pod? If so, how many in total?**

*Yes. Each pod will need access to phone services for deaf inmates. This can be accomplished through the use of video kiosk. See Appendix A for number of pods.*

**24. When referring to an "ADA" phone, is the county specifically asking for a TTY phone?**

*No, all phones must be hearing aid compatible, have volume control, and at least one phone will be installed on the lower level of each pod to allow access to those who cannot use the stairs. The kiosk may be used to access TTY or relay services.*

**25. How many phones are required for the Main Facility?**

*See Appendix A.*

**26. How many kiosks are required for the Main Facility?**

*See Appendix A.*

**27. How many phones are needed for the Annex Facility?**

*See Appendix A.*

**28. How many kiosks are needed for the Annex Facility?**

*See Appendix A.*

**29. On RFP page 6, section 5f, it mentions that the tablet camera must be disabled. If the vendor is able to blur the background and ensure facial recognition for activation, would the county be open to enabling video visitation on the tablets?**

*No, video visitation will be conducted only on the kiosk.*

**30. On RFP page 6, section 6a, it states that a service representative must be on-site within 24 hours, while section 6f indicates an on-site technician is required for maintenance. Does this mean an on-site technician is needed 7 days per week?**

*The on-site technician is expected to be on site Monday through Friday. On weekends and after hours a service technician needs to be able to respond within 24 hours.*

**31. Would the county please provide the ADP for the Juvenile Detention Center?**

*See Appendix A.*

**32. The RFP indicates that the county currently has an inmate tablet program in place. Will the county please provide the following details regarding its current inmate tablet program?**

**a.) Who is the current tablet manufacturer/provider?**

*Securus.*

**b.) How many tablets does the county have today?**

*Approximately 180.*

**c.) Do inmates share the tablets?**

*No.*

**d.) How do they check them out?**

*Deputies pass out tablets each morning around breakfast time.*

**e.) How many tablet charging stations are currently installed?**

*Six (6) total stations. One (1) for each housing unit and one(1) at the deputies station for reserve tablets.*

**33. We understand that the county requires a 1:1 tablet ratio for inmates housed in the Annex facility. Is the county requiring tablets for inmates housed in the Main facility? If tablets are required for the Main facility, what is the desired ratio or number of tablets that are to be provided?**

*Tablets will only be supplied at the Annex Facility.*

**34. Based on the revenue data provided, it appears that inmate video visitations are provided at a fixed rate \$5.99/session. Will the county please inform as to the number of minutes that are provided for a single video visitation session?**

*One (1) hour per week.*

**35. The RFP states that vendors may submit their proposals electronically via email. Since some email servers impose limits on the maximum file size for attachments, can the county please clarify the following?**

**1) What is the maximum file size for email attachments that the county's email server can accept?**

*35 mb.*

**2) If a vendor's proposal exceeds the county's email attachment limit, can the proposal be split into smaller parts and sent across multiple emails?**

*Yes. Please be sure and note the proposal number and your company name in the subject line when sending those files.*

**3) If a vendor's proposal is still too large after splitting, can vendors use a file-sharing service such as Google Drive or YouSendIt to provide a download link for the proposal?**

*No drop files will be allowed.*

**36. Please provide all contract addenda for services under this RFP issued after Addendum 11.**

*The link below will take you to the original contract and any subsequential addenda*

<https://scks.sedgwickcounty.org/data/SitePages/Home.aspx?RootFolder=%2Fdata%2FShared%20Documents%2FFinance%20Communications%209%2E2024&FolderCTID=0x01200053CCB10CCF3C8549A137E3F3FFFE4361&View=%7B96D773EF%2DC09B%2D47B1%2DAC41%2D2852140F0C8A%7D>

**37. Does the county receive any bonuses, technology grants, guaranteed revenue or other payments? Are these paid annually, monthly or some other frequency?**

*The county receives no payments other than the previously reported commissions.*

**38. Regarding the System Architecture & Design beginning on RFP p. 7, we are providing a separate network for our services. Typically, vendors deploy their own network, which provides several benefits—vendor-funded network, remote diagnostics and maintenance, does not tax the county’s system, operates with no facility involvement. For that reason, many of these requirements or questions would not be appropriate because we would not be using the county’s network, and the county would not be required to provide any resources like servers. Therefore, is this section applicable? If so, should we disregard or note all of the items that are not applicable?**

*If the vendor is using their own network and managing it, then please note all items not applicable under the Architecture and IT Standards section.*

**39. If the System Architecture & Design section is required, please explain the term “intermittent mobile computer connectivity” from Section 6.b on RFP p. 7.**

*Define the schedule of availability and note any times which the system would not be available.*

**40. Is it possible to waive the Pollution Liability Insurance?**

*Yes.*

**41. Will the county please provide the Business Associate Addendum if it is required for the RFP submission?**

*The Business Associate Addendum is attached.*

Firms interested in submitting a *proposal* must respond with complete information and **deliver on or before 1:45 pm CDT, October 29, 2024**. Late *proposals* will not be accepted and will not receive consideration for final award.

**“PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE *PROPOSAL* RESPONSE PAGE.”**



Lee Barrier  
Purchasing Agent

LB/ks

**APPENDIX D  
BUSINESS ASSOCIATE ADDENDUM**

**SECTION 1: DEFINITIONS**

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

Specific definitions:

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

**SECTION 2: OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**Business Associate agrees to:**

- 2.1 not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law;
- 2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;
- 2.3 report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;
- 2.4 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- 2.5 in accordance with 45 CFR 164.502(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:

- a. 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;
- b. 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;
- c. 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;
- d. 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;
- e. 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

- f. 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).