

## **AGREEMENT**

THIS AGREEMENT, (“Agreement”) made and entered into as of the 22nd day of March, 2023, by and between AIDS Resource Group (“ARG”) and SOUTHWESTERN BEHAVIORAL HEALTHCARE, INC., (“BEHAVIORAL”),

WITNESSETH:

WHEREAS, ARG and BEHAVIORAL are qualified to provide certain services, which services are more particularly described below; and

WHEREAS, ARG and BEHAVIORAL may have mutual clients/individuals in need of the Services; and

WHEREAS, ARG and BEHAVIORAL wish to form a working relationship to coordinate crisis services to mutual clients/individuals, as more specifically provided herein, when necessary to meet the needs of the clients/individuals,

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

### **1. Services**

ARG provides the following services:

- HIV, Hepatitis C, and Syphilis Testing
- HIV/AIDS, Hepatitis, STIs, and Other Prevention Educational Classes

BEHAVIORAL provides the following services:

- Mental health services (assessments, therapy groups, and individual therapy)
- Primary Care Services
- Substance Use Disorder Treatment

2. **Term of Agreement.** This agreement shall be effective as of the 22nd day of March, 2023, and shall continue for a term of thirty-six (36) months (“Term”). At the end of the initial Term, this Agreement will automatically renew for successive twelve (12) month terms unless alternate written notification is made by either party.

3. **Termination of Specific Service.** Either party may, at any time, with or without cause, terminate this Agreement by giving written notice to the other party.

4. **Indemnification.** Each party shall indemnify and hold the other party and each of its officers, employees, directors, agents and representatives (“Indemnified Persons”) harmless from and against any and all claims, losses, costs, damages or expenses, including reasonable attorneys’ fees, that arise out of any acts or omissions of the indemnifying party or its officers, employees, directors, agents and representatives

engaged in the provision of services under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Without limiting the foregoing, each party shall give the other party prompt written notice of such claim, suit, or proceeding.

5. **Relationship of Parties.** Notwithstanding any provision to the contrary contained herein, no relationship of employer and employee is created by this Agreement.
6. **HIPAA Compliance:** ARG recognizes that patient/client records must be kept confidential pursuant to federal and state law. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"), as revised by the HITECH Omnibus Final Rule ("HITECH"), (FR 2013-01-25). Furthermore, the parties shall promptly amend this Agreement to conform with any new or revised legislation, rules and regulations to which the parties are subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy and Security Laws") in order to ensure that the parties are at all times in conformance with all Privacy and Security Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend this Agreement to comply with the Privacy and Security Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement without notice.

NO PART OF THIS AGREEMENT IS INTENDED TO CREATE A CONSENT TO SHARE PROTECTED HEALTH INFORMATION without the authorization of the patient/client, as required by HIPAA.

7. **42 CFR Part 2 Compliance:** To the extent that BEHAVIORAL is a Program, as that term is defined in the Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2 promulgated pursuant to 42 USC Section 290dd-2 (collectively and as amended from time to time, the "Confidentiality Regulations"), ARG:
  - acknowledges that certain protected health information ("PHI") may not be disclosed or re-disclosed without the patient's written consent, even though such disclosure or re-disclosure may be permitted by HIPAA or other laws.
  - agrees to be fully bound by the Confidentiality Regulations in receiving, storing, processing, transmitting, transporting or otherwise dealing with any PHI that is subject to the Confidentiality Regulations.
  - will resist in judicial proceedings any efforts to obtain applicable PHI except as permitted by the Confidentiality Regulations.
  - acknowledges that any unauthorized disclosure of PHI subject to the Confidentiality Regulations is a federal criminal offense.

8. **Modification and Waiver.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either party.
9. **Severability; Invalid Provisions Inapplicable.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.
10. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
11. **Notices.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage pre-paid, to the addressee party at the following addresses:

For ARG:


Executive Director  
AIDS Resource Group, Inc  
101 NW 1<sup>st</sup> St Ste 213  
Evansville, IN 47708

For BEHAVIORAL:

President/CEO  
Southwestern Behavioral Healthcare, Inc.  
415 Mulberry Street  
Evansville, IN 47713

12. **Successors.** All the obligations, conditions, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, permitted assigns, subsidiaries, officers, directors and employees.
13. **Choice of Law and Venue.** Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.
14. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties relating to the matters specified in this Agreement, and supersedes all prior representations or Agreements, whether oral or written, with respect to such matters.

AIDS RESOURCE GROUP

By:  Date: 3/22/2023  
Stacey Easley, MSW, LSW

Its: Executive Director

SOUTHWESTERN BEHAVIORAL HEALTHCARE, INC.

By:   
Katy Adams (Mar 22, 2023 15:58 CDT) Date: Mar 22, 2023  
Katy Adams, LCSW, LCAC

Its: President/CEO







# SBH.AIDS Resource Group-Agreement.032223.

Final Audit Report

2023-03-22

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