

SBIRT Policy Steering Committee Meeting
February 19, 2014
2-4pm

Community Health Centers of Burlington
617 Riverside Ave. Burlington VT
Mt. Mansfield Conference Room

1. Welcome
2. Updates
 - a. SBIRT - Where we are today
 - b. start-up and organizational level news
3. Implementation
 - a. Handout: Initial Screening tool, Tips
 - b. Providers and SBIRT - who has begun and who is getting ready.
 - c. **Discussion - Does the committee have any feedback on the actual adoption and implementation of SBIRT screening and brief interventions?**
4. Training
 - a. Handout: Training Plan
 - b. SBIRT model and focus on providers, agency of human services, then regional network of care
 - c. Integrating Prevention
 - d. **Discussion - How can we best affect our Vermont Healthcare workforce development? Are there other ways of thinking about training needs?**
5. Health Information Technology
 - a. Handout: Website Wireframes
 - b. Update and news on the creation of the SBIRT measure set for the clinical registry
 - c. **Discussion - do we need to focus energy and help providers develop capacity in other HIT domains?**
6. Evaluation
 - a. Handout: Data Collection Flow, BAA/QSoA
 - b. forms created and how they are being used - do they impair the project on Vermont Needs and Federal Needs
 - c. Discussion - Are we asking the appropriate questions to meet the needs of Vermont's Healthcare system community?
 - d. **Discussion - Can the Vermont SBIRT experience collecting the federal required data set offer recommendations to the Government Performance Requirement Act through a political process that actually could affect change. Supposedly GPRA client outcome items are changing in the next few years - can our political representatives influence this process?**
7. Sustainability
 - a. Including Billing, HIT, and workforce development
 - b. **Discussion - assuming we want SBIRT to continue what policy level changes need to occur, how? In what order?**



In fight against heroin, Vermont taps \$10M grant for substance abuse prevention

Written by Sam Hemingway Free Press Staff Writer

Feb. 7, 2014 |

burlingtonfreepress.com

Gov. Peter Shumlin helped unveil a plan Friday to provide health care screening designed to prevent substance abuse before it occurs, saying law enforcement alone can't conquer Vermont's heroin problem.

"We've been trying the singular path of law enforcement for decades and we've been losing the battle," Shumlin said during an appearance at the Community Health Center in Burlington. "What we're trying to do in Vermont is find a new way of dealing with a crisis and a battle that we are losing."

Shumlin said he was not being critical of law enforcement efforts to combat heroin trafficking, which he called "extraordinary."

"They're doing this job with one arm tied behind their back because right now, there are waiting lists for people who need treatment," Shumlin said, adding "there are many, many people who have yet to have gotten to the point where they are willing to give up their denial and go into treatment."

Shumlin made his remarks while announcing Vermont will use a nearly \$10 million, five-year federal grant it won last summer to train health care providers around the state on ways to detect signs of potential alcohol and drug abuse.

The effort will initially target low-income Vermonters between the ages of 18 and 25, but could eventually be expanded to the rest of the population.

Vermont is one of five states awarded grant money through the federal Substance Abuse and Mental Health Services Administration. The others are New York, South Carolina, Ohio and New Mexico.

Health Commissioner Harry Chen, who also spoke at the Friday event, said health care providers have been focused on treating the 4 percent of the population with addiction issues, with no plan in place to deal with the estimated 25 percent who are vulnerable to substance abuse.

"This is about the 25 percent from moving on to that," Chen said. "This puts Vermont on the right path in preventing young adults especially from becoming lifelong addicts."

Shumlin said the heroin problem nationally is unlikely to dissipate anytime soon and said he lamented the death of actor Philip Seymour Hoffman, who died of a heroin overdose in New York City last weekend.

GPRA ID: _____

Patient Initial Screen

Today's Date: _____ Birth Month: _____ Year: _____ Age in Years: _____

What is your preferred language for communication? _____

How well do you speak English?

____ Very Well ____ Well ____ Not Well ____ Not at All ____ Refused

What is your gender?

____ Male ____ Transgender
 ____ Female ____ Other: _____

What is your race?

____ White ____ Black or African American
 ____ Asian
 ____ Alaska Native ____ American Indian
 ____ Native Hawaiian or other Pacific Islander

Are you Hispanic or Latino?

____ Yes ____ No

If Yes: What ethnic group do you consider yourself? Please check all that apply

Central American Cuban Dominican Mexican Puerto Rican
 South American Other (Specify) _____

Because WE CARE, we ask EVERYONE about behaviors that affect your health.

Do you wear a seatbelt? ____ Yes ____ No ____ Sometimes

When riding a bicycle, skateboard or motorcycle, do you wear a helmet?
 ____ Yes ____ No ____ Sometimes

Do you dial or text while driving? ____ Yes ____ No ____ Sometimes

Do you get a flu shot yearly? ____ Yes ____ No

Are you pregnant or trying to become pregnant? ____ Yes ____ No

Do you use tobacco products? ____ Yes ____ No

How often do you have a drink containing alcohol? (if you answer 'never' skip next two questions)	Never	Monthly or Less	2-4 Times a month	2-3 times a week	4 or more times a week	
How many standard drinks containing alcohol do you have on a typical day?	1 or 2	3 or 4	5 or 6	7 to 9	10 or more	
How often do you have 6 or more drinks on one occasion?	Never	Less than 1 time per month	Monthly	Weekly	Daily/ almost daily	
Have you used marijuana/ cannabis in the last year?	Never	Monthly	2-4 times per month	2-3 times per week	4 or more times per week	I have a medical marijuana card
Have you used a perscription medication for non-medical reasons? (..for instance because of the feeling it caused or experience you have)	Never	Monthly	2-4 times per month	2-3 times per week	4 or more times per week	
Have you used other illegal drugs in the past year?	Never	Monthly	2-4 times per month	2-3 times per week	4 or more times per week	

Please Turn Page for More Questions

Patient Initial Screen

Over the past 2 weeks, how often have you been bothered by any of the following:

Little interest or pleasure in doing things?	Not at all	Several days	More than half the days	Nearly every day
Feeling down, depressed, or hopeless?	Not at all	Several days	More than half the days	Nearly every day

Have you ever served in the Armed Forces, in the Reserves, or in the National Guard?

- | | |
|---|---|
| <input type="checkbox"/> No | <input type="checkbox"/> Yes, in the National Guard |
| <input type="checkbox"/> Yes, in the Armed Forces | <input type="checkbox"/> Refused |
| <input type="checkbox"/> Yes, in the Reserves | <input type="checkbox"/> Don't Know |

Skip if Never Served: Are you currently on active duty in the Armed Forces, in the Reserves, or in the National

- | | |
|--|---|
| <input type="checkbox"/> No, Separated or Retired from the Armed Forces, Reserves, or National Guard | <input type="checkbox"/> Yes, in the National Guard |
| <input type="checkbox"/> Yes, in the Armed Forces | <input type="checkbox"/> Refused |
| <input type="checkbox"/> Yes, in the Reserves | <input type="checkbox"/> Don't Know |

Skip if Never Served: Are you currently on active duty in the Armed Forces, in the Reserves, or in the National

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Never Deployed | <input type="checkbox"/> Korea |
| <input type="checkbox"/> Iraq or Afghanistan (e.g. OEF, OIF, OND) | <input type="checkbox"/> WWII |
| <input type="checkbox"/> Persian Gulf (Operation Desert Shield/ Desert Storm) | <input type="checkbox"/> Refused |
| <input type="checkbox"/> Vietnam/ Southeast Asia | <input type="checkbox"/> Don't Know |
| <input type="checkbox"/> Deployed to a combat zone not listed above (e.g. Bosnia/Somalia) | |

FOUR TIPS FOR HEALTHIER & SAFER LIVING

1

PREVENT DISTRACTED DRIVING

Texting or handling your phone or personal device while driving is a dangerous distraction. So is eating and drinking while you drive.

Taking your attention away from what you are doing for even a second can lead to devastating accidents and injuries. While texting and driving you are not looking at the road for a minimum of 5 seconds. If you are driving at 55 MPH you will travel the distance of a football field during that time!

23% of car accidents now involve cell phones. There are over a million of these accidents every year. 16% of all fatal crashes are due to distracted driving: 5,000 deaths are attributed to cell phone distraction alone.

If you need to text or talk while in your car, do yourself and everyone else on the road a favor, pull over.

2

ALWAYS WEAR A HELMET

Wearing a helmet while participating in certain sports and activities can prevent you from significant brain injury and permanent neurologic damage. Vermont boasts great skiing, snowboarding, skating, and biking. Cuts, bruises, and even broken bones will heal, but damage to your brain can be permanent. Even a low-speed fall can result in serious head injury. Such disabling injuries can be prevented by wearing a helmet.

Wearing a helmet reduces the risk of serious head and brain injury by 85%. Helmets should be worn every time.

Children 5 to 14 years of age have the highest injury rate of all bicycle riders, and bike accidents are a leading cause of death for children. Helmets help protect our kids!

3

ALWAYS WEAR A SEAT BELT

Vermont driving is not easy and our roads can be very difficult to navigate safely. Adult seat belt use is the most effective way to save lives and reduce injuries in crashes.

Motor vehicle crashes are the leading cause of death among those age 5-34 in the United States. Millions of adult drivers and passengers were treated in emergency departments last year as the result of being injured in motor vehicle crashes.

Use a seat belt on every trip, no matter how short. Make sure children are properly buckled up in a seat belt, booster seat, or car seat, whichever is appropriate.

Have all children age 12 and under sit in the back seat. Never seat a child in front of an air bag. Place children in the middle of the back seat when possible because it is the safest spot in the vehicle.

4

CURB YOUR SMOKING

Are you ready to take the next step and stop smoking cigarettes?

Do you want to quit tobacco use? For many tobacco users, support from others makes the difference in staying tobacco-free. CVMC offers workshops that can help change your behavior and help you start a tobacco free lifestyle. Special attention is given to developing a quitting strategy, including dealing with weight control and managing stress.

For more information and to register, call 371-5945.

Classes start the first Wednesday of each month, 5:00-6:00 here at the hospital.

You can also call the Vermont QUIT Network at 1-800-QUIT-NOW (784-8669)

to find out about getting a quit partner near you

802Quits.org

Central Vermont Medical Center
Central To Your Well Being

Vermont SBIRT Training Plan

What is Vermont SBIRT?

SBIRT stands for Screening, Brief Intervention and Referral to Treatment. The Vermont Department of Health received a 5 year -10 million dollar grant award from SAMHSA's Center for Substance Abuse Treatment to implement evidence based SBIRT services in order to help identify and reduce substance misuse in Vermont adults aged 18 year and older. The grant objective is to serve 18,000 ages 18 and older Vermonters in Year 1, and 90,000 Vermonters over five years. This grant extends Vermont's progress under the blueprint for health initiatives by further integrating behavioral health and physical health to focus on substance use risk for all Vermonters. Healthcare providers will receive SBIRT training to approach substance misuse and resulting health risks similarly to the way they would approach any medical disorder like heart disease or diabetes. The screening and brief interventions/treatment will become part of the routine care at primary and medical care clinics.

Where will these new integrated services be delivered?

VT SBIRT will take place in the following types of healthcare settings: Community Health Centers (FQHCs), Clinics for the Uninsured, University of Vermont-Student Health Center, Central Vermont Medical Center's Emergency Department.

Who will SBIRT train?

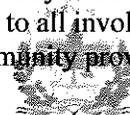
The first priority for SBIRT training is to educate the provider agencies specifically involved in the grant. Medical (MDs, PAs, NPs, Nurses) and behavioral health (LICSWs, LADCs, LCMHs, Psychologists) staff are part of the training. The second priority is any Agency of Human Services employee (DVHA, DCF, DOC, VDH Reach-up, WIC etc.) interested in effective screening and interventions for substance use and co-occurring disorders. The third priority is community providers who want to be involved in the network of care for Vermonter's screened by SBIRT.

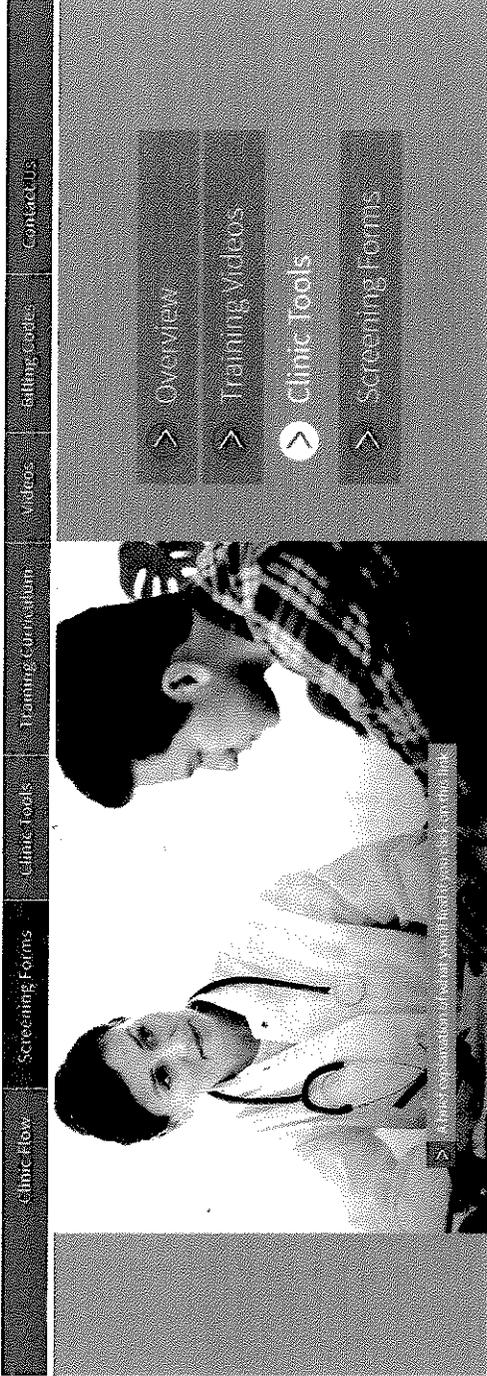
What will SBIRT train?

- General Course on Substance Misuse/Use Disorders – Etiology, Prevalence, Effective Treatment, DSM-V etc.
- What is SBIRT & How does it work? - Effective Screening, Brief Interventions & Assertive Referral to Treatment for Substance Misuse/Use Disorders.
- Motivational Interviewing –MI skills and strategies
- Brief Integrated Treatment– Effective Motivational and Cognitive Behavioral Treatment for Co-occurring Disorders (COD).
- Medicated Assisted Treatment – Understanding medications effective for substance use disorders
- Pregnancy & Alcohol/Substance Use – Prevalence, health implications, screening & brief interventions for substance use during pregnancy

How SBIRT will train?

SBIRT will provide online training, on-site training and regional training. On line training is currently available from SAMHSA for any provider directly involved in the grant. We are providing on-site training to all involved providers. Additionally, we will be setting up regularly scheduled regional trainings for any community provider in 5 different regions (NE, NW, Central, SW, SE).





Helping you address alcohol and drug use with your primary care patients

This is placeholder copy. Because we believe that primary care clinicians of the future will practice in the team-based environment of the "patient-centered medical home", our SBIRT Oregon curriculum begins with teaching a specific office process in which annual screening is conducted by clinic staff using paper or electronic medical record screening tools. We then teach our resident physicians to perform patient-centered brief interventions through video examples and role play. Having completed the three-hour curriculum, they return to their clinics with office screening systems in place, ready to immediately take part in a process that can usually be carried out within the context of a 15-minute primary care visit.

This is placeholder copy. Our project, sited at the OHSU Family Medicine Department, is one of 18 residency curriculum projects supported by SAMHSA to teach the SBIRT method to primary care physicians. We are on track to train almost 400 Internal, Preventive, and Family Medicine residents throughout the state of Oregon. As these physicians graduate from residency and enter their own medical practices, they will be more confident and better equipped to help patients with substance misuse problems and will make a meaningful difference in the health of our Oregon communities.

SBIRT stands for screening, brief intervention, and referral to treatment.

- Screening quickly assesses the severity of substance use and identifies the appropriate level of treatment.
- Brief intervention focuses on increasing insight and awareness regarding substance use and motivation toward behavioral change.
- Referral to treatment provides those identified as needing more extensive treatment with access to specialty care.

Pt completes **INITIAL SCREEN & GPRA A**

Negative

- Assign GPRA ID
- Enter screening result in EHR
- Complete GPRA Section A (excluding A6)
- Send GPRA Section A & screening responses to data coordinator

Positive

Pt asked to do **SECONDARY SCREEN**
AUDIT
DAST
PHQ-9

Negative

- Assign GPRA ID
- Enter screening result in EHR
- Complete GPRA Section A (excluding A6)
- Send GPRA Section A & screening responses to data coordinator

Positive

Pt offered **BRIEF NEGOTIATED INTERVENTION (BNI)**

Refused

- Assign GPRA ID
- Enter screening result in EHR
- Complete GPRA Section A (excluding A6)
- Send GPRA Section A & screening responses to data coordinator

Receives BNI

- Enter screening result in EHR
- Document SBIRT intervention and follow up
- Complete GPRA Sections A & B
- **IF SSN=60-69 & AGREES TO BE FOLLOWED UP THEN Complete Locator form & Site's Release of Info for Locator form**
- Send GPRA Section A & B to data coordinator

No additional intervention indicated

- Assign GPRA ID then DONE 😊

BRIEF TREATMENT (BT) or REFERRAL TO TREATMENT (RT) Indicated

- Assign GPRA ID
- Document SBIRT intervention and follow up
- Complete additional GPRA Sections C through G
- Send GPRA Sections C through G to data coordinator

VT SBIRT: Baseline Data Collection Flow

V. 2.4.14

NOTE: All VT SBIRT patients should be tracked on log

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective on _____ (the “Effective Date”), is entered into by and between _____ (the “Covered Entity”) and Evidence Based Solutions, LLC (“EBS” or the “Business Associate”).

WHEREAS, EBS has established an outreach relationship with the Covered Entity, pursuant to which EBS may be considered a “business associate” of the Covered Entity, as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5); and

WHEREAS, in connection with the services EBS has offered the Covered Entity, EBS may have access to or receive from the Covered Entity certain Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, the parties desire to protect the PHI and to comply with the requirements of HIPAA and the HITECH Act; and

WHEREAS, the parties are also fully bound by the provision of the federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 C.F.R. Part 2, and may not use or disclose patient records except as permitted or required by agreement or law; and

WHEREAS, for good and lawful consideration, the Covered Entity and the Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act, and the confidentiality of alcohol and drug abuse patient records in 42 C.F.R. Part 2.

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS. Capitalized Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule.

A. Breach shall have the same meaning as set forth in section 13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises its security or privacy.

B. Business Associate shall, in addition to identifying one of the parties to this Agreement as set forth above, have the meaning given under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.

C. Covered Entity shall, in addition to identifying one of the Parties to this Agreement as set forth above, have the meaning given under the Privacy Rule, including, but not limited to, 45 CFR § 164.504.

D. De-Identified Data shall, as set forth in 45 CFR § 164.514, as amended from time to time, mean either: (1) health information that a person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering

information not individually identifiable: (i) applying such principles and methods, determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information, and (ii) documents the methods and results of the analysis that justify that determination; or (2) health information from which the identifiers of the individual or of relatives, employers, or household members of the individual, as set forth in 45 CFR § 164.514(b)(2), are removed.

E. Designated Record Set shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

F. Electronic Health Record means an electronic record of health-related information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

G. Individual shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

H. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

I. Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

J. Required By Law shall have the same meaning as the term “required by law” in 45 CFR §164.501.

K. Secretary shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

L. Security Rule means the Standards for the Security of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

M. Services means the services set forth in the introductory paragraphs to this Agreement.

N. Unsecured Protected Health Information or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Attachment A, provided that the use or disclosure would not violate the Privacy Rule if used or disclosed by the Covered Entity in that manner.

B. Business Associate shall only use and disclose PHI as permitted or required by this Agreement or as Required by law.

C. Business Associate shall be directly responsible for compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate shall 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 Covered Entity.

B. Business Associate shall meet:

1. The Administrative Safeguards set forth in 45 CFR § 164.308;
2. The Physical Safeguards set forth in 45 CFR § 164.310; and
3. The Technical Safeguards set forth in 45 CFR § 164.312.

C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement.

D. Business Associate shall promptly notify Covered Entity of a Breach of Unsecured PHI. Business Associate's notification to Covered Entity hereunder shall:

1. Be made to Covered Entity promptly and in no event shall be made later than 60 calendar days after discovery of the Breach, except if a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security; and
2. Include information about the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach.

E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of the use or disclosure that are known to it.

F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information. Business Associate must enter into the written agreement before any use or disclosure of Protected Health Information by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Protected Health Information. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

H. To the extent applicable, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

J. Business Associate agrees to document those disclosures of PHI and information related to those disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

M. Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

N. Except as otherwise provided by law, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity obtained from the Individual, in accordance with 45 CFR § 164.508, a valid authorization that includes, in accordance with that 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.

O. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which s/he is aware in which the confidentiality of the information has been breached.

IV. DUTIES OF COVERED ENTITY

A. Covered Entity shall promptly notify Business Associate of:

1. Any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that the limitation may affect Business Associate's use or disclosure of PHI;
2. Any changes in, or revocation of, permission by any Individual to use or disclose Protected Health Information, to the extent that the changes may affect Business Associate's use or disclosure of PHI; and
3. Any restriction in the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that the restriction may affect Business Associate's use or disclosure of PHI; and
4. Any breach of unsecured PHI or risk analysis performed by Covered Entity indicating a low probability that PHI was compromised under 45 C.F.R. § 164.402, to the extent the breach or risk analysis may affect Business Associate's use or disclosure of PHI.

B. If applicable, Covered Entity shall, upon receipt of notice of Breach from Business Associate, provide proper notice to the Secretary in accordance with Section 13402 of the HITECH Act and 45 CFR § 164.408.

C. Covered Entity shall immediately notify Business Associate of any audit requests from the Secretary received pursuant to Section 13411 of the HITECH Act that involve or relate to Business Associate.

V. TERM AND TERMINATION.

A. Term. This Agreement shall begin on the Effective Date 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, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to the information in accordance with the termination provisions in this Section V. The grant award is expected to end on July 31st, 2018. While there may be an extension period, this period would last no longer than one year. Thus, the scheduled termination date for the Agreement is July 31st, 2019. The terms of this Agreement shall apply any time Covered Entity discloses PHI to Business Associate under this Agreement or any future arrangement.

B. Termination. If Business Associate breaches any material term of this Agreement, Covered Entity may:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not reasonably possible; or
3. If neither termination nor cure is feasible, report the breach to the Secretary.
4. If Covered Entity notifies Business Associate of a breach under section IV (A) (4), Business Associate may terminate this Agreement.

C. Effect of Termination.

1. Except as provided in paragraph C.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.
2. If Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this Agreement to the Protected Health Information and limit its further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the Protected Health Information.

VI. REMEDIES IN EVENT OF BREACH. Covered Entity has the right to seek to cure any breach by Business Associate and this right does not lessen Business Associate's responsibility for such breach or its duty to cure such breach.

VII. MODIFICATION. This Agreement may only be modified through a writing signed by the parties; no oral modification shall be permitted. The Parties agree to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

VIII. INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES. Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either before or after the date of this Agreement), the language and provisions of this Agreement shall control unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Name:
Address:

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Name: Jody L Kamon, PhD
Address: 4 Emmons Street
Montpelier, VT 05602

E. Choice of Law. In addition to applicable Vermont law, the parties shall rely on applicable federal law in construing the meaning and effect of this Agreement.

F. Qualified Service Organization. Both parties recognize that Business Associate is a Qualified Service Organization as set forth in the confidentiality of drug and alcohol patient records regulations found at 42 C.F.R. Part 2, and that Business Associate acknowledges that it is bound by that law as well as HIPAA in receiving, transmitting transporting storing processing or otherwise dealing with any patient records received from Covered Entity.

G. Judicial Proceedings. If necessary, Business Associate agrees to resist any efforts in judicial proceedings to obtain access to patient records except as permitted by 42 C.F.R. Part 2.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, on this _____ day of _____, 2014, the parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: Jody L Kamon

Title: _____

Title: Co-Owner