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## Enrollment Agreement for the Care Transitions Network for People with Serious Mental Illness operated by the National Council for Behavioral Health

The National Council for Behavioral Health, in partnership with Montefiore Medical Center, Northwell Health System, the New York State Office of Mental Health and Netsmart Technologies, has launched the Care Transitions Network for People with Serious Mental Illness (Care Transitions Network). This four-year initiative in New York State, was made possible by a \$29.4 million Transforming Clinical Practice Initiative (TCPI) grant awarded by the Centers for Medicare and Medicaid Services (CMS). The Care Transitions Network joins 28 other Practice Transformation Networks (PTNs) around the country working to create new and replicable models of care for vulnerable populations and help providers move into value-based payment arrangements. The Care Transitions Network will reduce all-cause re-hospitalization rates for people with serious mental illness by 50% over the next year four years by providing:

**Expert Faculty** to deliver targeted coaching, clinical consultation, and organizational trainings and resources to aid in implementing evidence-based practices and transition to value-based payments;

**Short-Term Care Transitions Support** to facilitate and ensure engagement with outpatient practices for patients after discharge from psychiatric hospitalizations;

**Web-based Platform for Quality Improvement** to enable providers to track progress on key quality indicators.

For the purposes of this agreement, an “Enrolled Organization” is an organization joining the Care Transitions Network. The Enrolled Organization may enroll one or more Practices. A “Practice” is defined by the organizational Tax Identification Number and physical address. “Eligible Clinicians” are those clinicians working for or on behalf of the Enrolled Organization that are counted by the Centers for Medicare and Medicaid Services for purposes of federal reporting and for calculating incentive payments made to the Enrolled Organization. All clinicians in the Practice, regardless of status as an Eligible Clinician, may receive supportive services. By signing this Enrollment Agreement (“Agreement”), the Enrolled Organization and its participating Practices agree to participate in the Care Transitions Network pursuant to the following terms and conditions:

1. A Practice may only be enrolled in one Practice Transformation Network.
2. The Practice is not eligible to enroll in the Care Transitions Network if it also participates in a Medicare Shared Savings Program or Pioneer Accountable Care Organization (exception if the enrolled clinician has no patient attribution, such as may be the case for a practice’s behavioral health providers), the CMS Comprehensive Primary Care Initiative or the CMS Multi-payer Advanced Primary Care Practice demonstration.
3. The Enrolled Organization will provide information regarding all Eligible Clinicians within 30 days of signing this agreement, in a format to be prescribed by the National Council and submitted to [CareTransitions@theNationalCouncil.org](mailto:CareTransitions@theNationalCouncil.org). Information includes but is not limited to:



organization name, organization National Provider Identifier number (“NPI”), organization Tax Identification Number, Organization Type, number of participating Eligible Clinicians, clinician name, clinician licensure, individual license number and individual NPI number. Such information will be kept confidential by the National Council for Behavioral Health, except as required for Care Transitions Network operations and grant requirements, including but not limited to: sharing with the Centers for Medicare and Medicaid Services to demonstrate clinician enrollment, and sharing with other Practice Transformation Networks and Support and Alignment Networks to assure non-duplication of enrollment across networks.

4. Only clinicians listed as Eligible Professionals under the Physician Quality Reporting System can be counted as “Eligible Clinicians” for reporting and incentive payment purposes. Eligible Professionals under the Physician Quality Reporting System include: Physicians, Nurse Practitioners, Physician Assistants, Clinical Psychologists, and Clinical Social Workers.
5. The Practice will provide quarterly reports to the Care Transitions Network to address any changes to Eligible Clinician status or relationship to the organization (as a result of, for example, terminations, resignations, new hires, assignment to another federal initiative such as a Medicare Accountable Care Organization).
6. Each Enrolled Organization and its individual practice locations (if applicable) will participate in a readiness assessment within 30 days of execution of this agreement and periodically thereafter to identify technical assistance needs and measure progress across the stages of transformation; this Practice Assessment Tool is prescribed by CMS and may be administered by either the New York-assigned Quality Improvement Organization (QIO) or the Care Transitions Network.
7. The organization will develop goals in collaboration with the Care Transitions Network to help it advance through the phases of transformation.
8. The Enrolled Organization will designate a leadership team comprised of a primary organization contact, a clinical champion and a quality improvement champion, and they are listed in the section titled Organization Information. After enrollment, the Enrolled Organization may also designate leadership at the Practice level.
9. The Enrolled Organization will receive incentive payments to help offset the cost of participation in the Care Transitions Network. Payment will be made per Eligible Clinician enrolled in the Care Transitions Network and for meeting benchmarks during the course of the initiative. The Organization will submit a W-9 with this Enrollment Agreement.
10. The Practice commits to engaging patients and communities to improve health outcomes.
11. The Practice commits to conducting patient and family satisfaction surveys and sharing the results of these surveys with the Care Transitions Network.
12. The Practice commits to participate in Care Transitions Network learning sessions and share best practices with other network participants.
13. The Practice commits to participate in virtual community-based peer groups to improve care coordination in a common medical neighborhood.
14. The Practice commits to participate in Physician Quality Reporting System (PQRS) and Value-Based Payment Modifier Programs, if eligible.
15. The Practice is in full compliance with ICD-10.
16. If an inpatient practice, the Practice will initiate referrals to the Care Transitions Network for patients admitted for psychiatric reasons; if an outpatient practice, the Practice will accept referrals from the Care Transitions Network.



# Care Transitions Network

for People with Serious Mental Illness

17. The Enrolled Organization and its participating Practices will register all of its Eligible Clinicians for the Healthcare Communities website <http://www.healthcarecommunities.org/CommunityNews/TCPI.aspx>, and sign up for the Care Transitions Network Community, the primary mechanism through which the Care Transitions Network will communicate with network participants; the first step of this will be initiated by the National Council or its designee following the Practice's provision of clinician level information; additional staff members of the Practice are also encouraged to register and join the Community.
18. The Enrolled Organization will enter into a Business Associate Agreement with the National Council.
19. Neither party shall have the right to assign or transfer this Agreement or any of the rights or obligations hereunder, nor subcontract any portion of the work, without the prior written consent of the other party.
20. The information provided under Organization Information is true and accurate at the time this Agreement is signed.

Notices regarding any changes to this Agreement are to be directed to:

For the National Council for Behavioral Health:

Larissa Hare, Contracts Manager

1400 K Street, NW #400

Washington, DC 20005

[LarissaH@TheNationalCouncil.org](mailto:LarissaH@TheNationalCouncil.org) and [CareTransitions@TheNationalCouncil.org](mailto:CareTransitions@TheNationalCouncil.org)

(202) 684-7457

For

The National Council may terminate this Agreement immediately in the event the CMS Agreement expires or is terminated, and either party may terminate this Agreement for any reason in whole or in part upon thirty (30) days' prior written notice to the Practice.

By signing below you are confirming the Enrolled Organization's desire to participate in the Care Transitions Network for People with Serious Mental Illness and consenting to the terms included in this Agreement.

Please sign and return to Larissa Hare at [CareTransitions@TheNationalCouncil.org](mailto:CareTransitions@TheNationalCouncil.org) for full execution. If you have any questions, please contact: Nina Marshall, [NinaM@TheNationalCouncil.org](mailto:NinaM@TheNationalCouncil.org), 202u 684u 7457 x 280.



# Care Transitions Network

for People with Serious Mental Illness

## National Council for Behavioral Health, for the Care Transitions Network

\_\_\_\_\_  
Jeannie Campbell  
Executive Vice President,  
National Council for Behavioral Health

Date: \_\_\_\_\_

Accepted and Agreed to by:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:  
Title:  
Organization:  
Tax Identification Number:  
City:  
State:  
ZIP (Type ZIP-0000 is the last four digits are  
unknown):

### Organization Information

Organization Information		Person Completing this Form																
Organization Legal Name		Name																
Tax Identification Number		Title																
Address 1		Work Email																
Address 2		Work Phone																
City (must be in New York)																		
Zip Code		Submission Date:																
Organization National Provider																		
Organization New York State Medicaid Provider ID																		
This organization is an independent practice (Y/N) This organization includes multiple practices (Y/N) If yes, please list all practices that will participate in this initiative.																		
Please provide a count of relevant clinicians with unique NPIs (not FTE) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:33%;">Behavioral Health Clinicians</th> <th style="width:33%;">Primary Care Clinicians</th> <th style="width:33%;">Other Clinicians</th> </tr> </thead> <tbody> <tr> <td>Physicians</td> <td>Physicians</td> <td>RNs</td> </tr> <tr> <td>NPs</td> <td>NPs</td> <td>MHCs</td> </tr> <tr> <td>Clinical Psychologists</td> <td>PAs</td> <td>MFTs</td> </tr> <tr> <td>LCSWs</td> <td></td> <td>LMSWs</td> </tr> </tbody> </table>				Behavioral Health Clinicians	Primary Care Clinicians	Other Clinicians	Physicians	Physicians	RNs	NPs	NPs	MHCs	Clinical Psychologists	PAs	MFTs	LCSWs		LMSWs
Behavioral Health Clinicians	Primary Care Clinicians	Other Clinicians																
Physicians	Physicians	RNs																
NPs	NPs	MHCs																
Clinical Psychologists	PAs	MFTs																
LCSWs		LMSWs																
Areas of Clinical Expertise (check all that apply): <table style="display: inline-table; vertical-align: top; margin-left: 10px;"> <tr> <td>Pediatrics</td> <td>Internal Medicine</td> <td>Family Therapy</td> <td>Substance Use/Addictions</td> </tr> <tr> <td>Other (specify):</td> <td>Trauma</td> <td>Emergency Medicine</td> <td>Psychiatry</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Psychology</td> </tr> </table>				Pediatrics	Internal Medicine	Family Therapy	Substance Use/Addictions	Other (specify):	Trauma	Emergency Medicine	Psychiatry				Psychology			
Pediatrics	Internal Medicine	Family Therapy	Substance Use/Addictions															
Other (specify):	Trauma	Emergency Medicine	Psychiatry															
			Psychology															
Total Number of Clients with Serious Mental Illness diagnosis (schizophrenia, bi-polar, chronic depression)																		
Practice is located in rural or medically underserved area (yes/no) Rural look up: <a href="http://datawarehouse.hrsa.gov/tools/analyzers/geo/Rural.aspx?ruralByAddr=1">http://datawarehouse.hrsa.gov/tools/analyzers/geo/Rural.aspx?ruralByAddr=1</a> Medically Underserved Area look up: <a href="http://datawarehouse.hrsa.gov/tools/analyzers/geo/ShortageArea.aspx">http://datawarehouse.hrsa.gov/tools/analyzers/geo/ShortageArea.aspx</a>																		
Hospitals with which we have psychiatric referral relationships																		
Payer Mix (across total patient population)		___ Number ; ___ % of Medicaid patients ___ Number; ___ % of Medicare patients ___ Number; ___ % of dual eligible patients ___ Number; ___ % of privately insured patients ___ Number; ___ % of uninsured patients																

My organization is currently participating in (check any that apply):	Pioneer Accountable Care Organization (ACO) Medicare Shared Savings Program (MSSP) ACO
	Medicare Advanced Primary Care Practice Comprehensive Primary Care Initiative
If yes to any of the above, how many clinicians are enrolled?	
Practice Type (please complete both options):	
Are you an FQHC?	

**Use of electronic health records (EHRs) and care management tools**

Do you use an EHR currently?	If yes, please identify the EHR used:
Do you currently use a Care Management tool?	If yes, please identify the Care Management tool:

**POINTS OF CONTACT (The same individual may serve multiple functions.)**

**Primary Organization Point of Contact**

Name	
Title	
Work Email	
Work Phone	

**Clinical Champion**

Name	
Title	
Work Email	
Work Phone	

**Quality Improvement Champion**

Name	
Title	
Work Email	
Work Phone	

**Business Administration Contact (for receipt of incentive payments)**

Name	
Title	
Work Email	
Work Phone	

*The Care Transitions Network is made possible by a grant made to the National Council for Behavioral Health by the Centers for Medicare and Medicaid Services, in a partnership between the National Council, Montefiore Medical Center, Northwell Health (formerly North Shore LIJ Health System), the New York State Office of Mental Health, and Netsmart Technologies. The project described was supported by Funding Opportunity Number CMS---1L1---15---003 from the U.S. Department of Health & Human Services, Centers for Medicare & Medicaid Services.*

## Exhibit A

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “Agreement”), is made as of \_\_\_\_\_ (the “Effective Date”), by and between National Council for Behavioral Health (“Business Associate”) and \_\_\_\_\_ (“Covered Entity”) (also individually referred to as “Party” and collectively the “Parties”).

### RECITALS

**WHEREAS**, Business Associate has agreed to provide services to Covered Entity pursuant to a separate Enrollment Agreement executed by and between the Parties;

**WHEREAS**, Covered Entity wishes to disclose certain information to and receive certain information from Business Associate pursuant to the terms of the Agreement and the Enrollment Agreement and related documentation and materials provided by Business Associate (herein, “Enrollment Agreement”), some of which may constitute Protected Health Information (“PHI”) (defined below);

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to and/or by Business Associate pursuant to the Enrollment Agreement and in accordance with this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); the Privacy, Security, Breach Notification, and Enforcement Rules promulgated by the U.S. Department of Health and Human Services and found at 45 CFR Part 160 and Part 164 (the “HIPAA Regulations”); and other applicable laws, including but not limited to, the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), enacted under Title XIII of the American Recovery and Reinvestment Act, Public Law 111-005 and the regulations promulgated thereunder. HIPAA, the HIPAA Regulations, and the HITECH Act are collectively referred to as “HIPAA” for the purposes of this Agreement;

**WHEREAS**, in light of the foregoing and the requirements of HIPAA and applicable laws and regulations, Covered Entity and Business Associate agree to be bound by the following terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement and the Enrollment Agreement, the parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning given to those terms by HIPAA as in effect or as amended from time to time.

1.1 **“Breach”** shall have the same meaning as the term “breach” in 45 CFR § 164.402.



- 1.2 “Breach Notification Rule” shall mean the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D.
- 1.3 “Business Associate” shall mean the Business Associate named herein and as defined by 45 CFR § 160.103.
- 1.4 “Covered Entity” shall mean the Covered Entity named herein and generally have the same meaning as the term “covered entity” at 45 CFR § 160.103.
- 1.5 “Data Aggregation” shall have the meaning given to the term “data aggregation” in 45 CFR § 164.501.
- 1.6 “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR § 164.501.
- 1.7 “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.8 “Notice” shall mean the notice required by 45 CFR §§ 164.404, 164.406, and 164.408, as applicable.
- 1.9 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and Part 164, Subpart E.
- 1.10 “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, which includes individually identifiable health information that is transmitted by or maintained in electronic media or transmitted or maintained in any other medium.
- 1.11 “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- 1.12 “Secretary” shall mean the Secretary of the Department of Health and Human Services or her designee.
- 1.13 “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR § 164.304, limited to incidents that involve or affect Business Associate’s information systems that contain Covered Entity’s PHI.



- 1.14 “Security Regulations” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Subpart A, and Part 164, Subpart C.
  - 1.15 “Unsecured Protected Health Information” (and “Unsecured PHI”) shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.
2. Permitted Uses and Disclosures of PHI.
    - 2.1 Uses and Disclosures of PHI Pursuant to Agreement. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the underlying Enrollment Agreement, as now or hereafter amended, provided that such use or disclosure would not violate HIPAA.
      - 2.1.1 Business Associate may use or disclose PHI as Required by Law.
      - 2.1.2 Business Associate shall request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure as permitted in the Enrollment Agreement or by this Agreement.
    - 2.2 Restrictions of Use of PHI by Business Associate. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
3. Obligations of Business Associate.
    - 3.1 Use. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, or as Required By Law.
    - 3.2 Appropriate Safeguards. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for by the Agreement.
      - 3.2.1 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all PHI, electronic or otherwise, that it creates, receives, maintains, or transmits on behalf of the Covered Entity and to prevent the use or disclosure of PHI other than as provided by this Agreement.
      - 3.2.2 Business Associate shall comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316. These provisions are part of the HIPAA Security Rule and apply to Business Associate in the same manner that they apply to Covered Entity.

- 3.3 Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by the Enrollment Agreement or this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR § 164.410, and any successful Security Incident of which it becomes aware. This reporting shall occur without unreasonable delay and in no case more than sixty (60) days after discovery of the Breach or other inappropriate use or disclosure of PHI. The parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no further notice to Covered Entity shall be required. Such unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of Covered Entity's electronic PHI.
- 3.4 Breach of Unsecured Protected Health Information.
- 3.4.1 A Breach of Unsecured PHI by Business Associate shall be determined to be discovered on the first date that Business Associate knows of such Breach or, by exercising reasonable diligence, would have known of such Breach.
- 3.4.2 Thereafter, without unreasonable delay, but in no case later than sixty (60) days, Business Associate shall provide Notice of the Breach to Covered Entity. Such Notice shall include the following information, to the extent known or discoverable by Business Associate:
- 3.4.2.1 A brief description of what happened, including (1) date of the Breach, and (2) date of the discovery of the Breach;
- 3.4.2.2 A description of the types of Unsecured PHI that were involved, but do not include the actual information;
- 3.4.2.3 The name of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
- 3.4.2.4 Any steps that Individuals should take to protect themselves from potential harm resulting from the Breach;

- 3.4.2.5 A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and
    - 3.4.2.6 Contact procedures for Individuals to ask questions or learn additional information, which must include a toll-free telephone number, an email address, web site, or postal address.
- 3.5 Mitigation. Business Associate shall assist Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate that is in violation of the requirements of the Enrollment Agreement or this Agreement, including but not limited to a Breach or a Security Incident as defined in Section 1.1 of this Agreement.
- 3.6 Business Associate's Agents. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply under this Agreement to Business Associate with respect to such information.
- 3.7 Access to PHI. To the extent Business Associate maintains PHI for an Individual in a Designated Record Set, within ten (10) business days of receipt of the written request of Covered Entity, and in the reasonable manner designated by Covered Entity, Business Associate shall provide access to such PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- 3.8 Amendment of PHI. To the extent Business Associate maintains PHI for an Individual in a Designated Record Set, it shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 within thirty (30) business days of receipt of the written request of Covered Entity or an Individual, and in the manner reasonably designated by the Covered Entity, as required to fulfill Covered Entity's obligations under HIPAA to amend PHI.
- 3.9 Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Within thirty (30) days of receipt of Covered Entity's written request for an accounting for an Individual, such accounting shall be provided to Covered Entity at the address, and to the attention of, the department specified by Covered Entity at the time that such request for an accounting is made.

- 3.9.1 Business Associate shall keep records of all disclosures of PHI made by Business Associate on an ongoing basis for a period of at least six (6) years, except as otherwise provided by 45 CFR § 164.528.
- 3.9.2 At a minimum, the documentation shall contain:
  - 3.9.2.1 The date of the disclosure;
  - 3.9.2.2 The name of the entity to which or person to whom the PHI was provided and, if known, the address of such entity or person;
  - 3.9.2.3 A brief description of the PHI disclosed; and
  - 3.9.2.4 A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure or, in lieu of such statement, a copy of the Individual's written authorization or request for such disclosure pursuant to HIPAA.
- 3.10 Governmental Access to Records. Business Associate shall make its internal policies, procedures, practices, books, records and other documents, in whatever form, relating to the security and privacy of PHI, and the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity and to the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
- 3.11 Compliance. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- 3.12 Whistleblowers. Business Associate may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any person for filing a complaint with the Secretary for perceived HIPAA violations; testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing involving a perceived HIPAA violation; or opposing any act or practice made unlawful by HIPAA, provided the person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a prohibited disclosure of Covered Entity's PHI.

4. Term and Termination.

4.1 Term. The term of this Agreement shall commence as of the Agreement Effective Date, and shall terminate when all PHI provided to Business Associate pursuant to the Enrollment Agreement has been returned to Covered Entity or destroyed, or on the date either Party terminates this Agreement for cause as authorized in 4.2, whichever is sooner.

4.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Agreement, the non-breaching Party shall at its sole but reasonable discretion provide an opportunity for breaching Party to cure the breach or end the violation within the reasonable time specified by non-breaching Party, or immediately terminate this Agreement and relevant sections of the Enrollment Agreement if cure is not possible.

4.3 Effect of Termination.

4.3.1 Except as provided in Paragraph 4.3.2, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall provide Covered Entity with written assurances that all PHI associated with this Agreement has been returned or destroyed. The written assurances shall be signed by an executive responsible for the department that returned or destroyed the PHI and shall be given to Covered Entity within thirty (30) days of the termination of the Enrollment Agreement or this Agreement.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, each Party shall extend the protections of this Agreement to such PHI and Business Associate shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5. Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended.

6. Amendment; Waiver. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA or other State and Federal laws. Such action shall be in writing and signed by authorized representatives of Covered

Entity and Business Associate. A waiver with respect to one event shall not be construed as continuing, or as a bar or waiver of any right or remedy as to subsequent events.

7. Survival. The respective rights and obligations of each party under this Agreement with respect to Section 12 and any PHI retained in accordance with Section 4.3.2 shall survive the termination of the Enrollment Agreement and the Agreement.
8. Effect on Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement with regard to the security and privacy of PHI, all other terms of the Agreement shall remain in force and effect.
9. Interpretation. The provisions of this Agreement with regard to the security and privacy of PHI shall prevail over any provisions in the Enrollment Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement supersedes any previous Business Associate Agreement signed by Business Associate and Covered Entity. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA.
10. Indemnification. Business Associate agrees to indemnify Covered Entity and hold it harmless from any and all liabilities or damages, including but not limited to penalties, costs, and reasonable attorneys' fees, resulting directly or indirectly from Business Associate's breach of the terms of this Agreement, or resulting directly or indirectly from any violation of HIPAA by Business Associate, including any HIPAA violation by one of Business Associate's employees, agents, or contractors. Covered Entity agrees to indemnify Business Associate and hold it harmless from any and all liabilities or damages, including but not limited to penalties, costs, and reasonable attorneys' fees, resulting directly or indirectly from Covered Entity's breach of the terms of this Agreement, or resulting directly or indirectly from any violation of HIPAA by Covered Entity, including any HIPAA violation by one of Covered Entity's employees, agents, or contractors.
11. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York as well as applicable Federal laws. The parties agree that jurisdiction and venue for any legal action regarding this Agreement shall be in the state or Federal courts located in the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.



# Care Transitions Network

for People with Serious Mental Illness

## National Council for Behavioral Health

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeannie Campbell

Print Name: \_\_\_\_\_

Executive Vice President & COO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_