



**Athletic Training Coverage Proposal / Contract
For Timberlane Regional School District at the High School
2013-2014**

This contract (the "Agreement") is made and entered into this _____ day of _____ 2013 by and between Neuro-Rehab Associates, Inc. d/b/a Northeast Rehabilitation Hospital Network ("NRHN") and Timberlane Regional School District at the High School (the "School") for the 2013-2014 sports season. The athletic training services provided by NRHN to the School are outlined below.

Services provided by Northeast Rehabilitation Hospital Network:

- A. NRHN will provide a licensed, nationally certified athletic trainer to work onsite at the School (the "Athletic Trainer"). The Athletic Trainer will provide training room, practice and game coverage for a total of twenty (20) hours per week in the fall, twenty (20) hours per week in the winter and twenty (20) hours per week in the spring. Monday through Friday on regular school days unless there is a scheduled game. Home game coverage will be provided pursuant to the season schedule(s). Away game coverage is limited to only varsity football.

- B. NRHN defines an Athletic Trainer as an allied health professional who has obtained a college/ university undergraduate degree; fulfilled the certification of the National Athletic Trainers' Association, Inc.; and passed the NATA certification examination administered by the NATA Board of Certification. Effective January 2012, the five domains of athletic training from which specific tasks are measured in the examination are:
 - 1. Injury/Illness Prevention and Wellness Protection
 - 2. Clinical Evaluation and Diagnosis
 - 3. Immediate and Emergency Care
 - 4. Treatment and Rehabilitation
 - 5. Organizational and Professional Health and Well-being

- C. In coordination with the School's Athletic Director, the Athletic Trainer will supervise the organization and management of the athletic training room.
- D. Accurate records will be kept by the Athletic Trainer on all athletes referred to, evaluated, or treated by the Athletic Trainer. Records will be kept in the athletic training room, athletic director's office or in the school nurse's office, on a strictly confidential basis.
- E. When indicated, the Athletic Trainer will refer the student athlete to the appropriate health care professional only after consultation with and prior approval from the parents or guardian.
- F. The Athletic Trainer will communicate and report all student athlete injuries to the appropriate coaches, Athletic Director and/or School Nurse.
- G. The Athletic Trainer will be at the competition site during specified game coverage. Priority coverage of simultaneous athletic events will be determined per agreement of the Athletic Director and Athletic Trainer.
- H. During practice sessions, the Athletic Trainer will coordinate athletic training duties out of the training room at the start of each day and then will proceed to the practice areas.
- I. In the event the Athletic Trainer is unable to cover the contract, NRHN may substitute an equally qualified Athletic Trainer and/or other NRHN clinical staff who will provide services within their scope of practice, so long as NRHN has available staff.
- J. In the event of an injury sustained by an opposing team player, the Athletic Trainer will provide immediate first aid injury assessment/care, and if necessary, the Athletic Trainer will follow up with a call to the opposing team player's school.
- K. The Athletic Trainers is available upon request to provide educational programs throughout the school year. Programs could include, but are not limited to, information provided to coaches, parents, health classes in regards to prevention/care of athletic injuries, nutrition or general first aid for athletes.
- L. NRHN Athletic Trainers will implement if so desired by the School a Student Athletic Trainer Program.
- M. The Athletic Trainer will be evaluated by the Athletic Director at the conclusion of each year. The evaluation will be confidential and will be provided in writing to the Coordinator of Sports Medicine Programs. If at any time during the Term

of this Agreement, the School has any concerns with respect to the Athletic Trainer's performance, the School shall immediately contact the Coordinator of Sports Medicine Programs.

- N. NRHN will provide additional injury evaluation assessment to School athletes at no charge after a courtesy call to our office.
- O. NRHN will have the right to publicize that they provide athletic trainers for the School. Any onsite promotions shall occur only with the prior approval of the Athletic Director.
- P. NRHN will provide ImPact baseline testing and post concussion follow up testing to the contact sports athletes of the School, with the help of the School as defined by the American Academy of Pediatrics Classification of Sports According to Contact and recommended by ImPact. The list of contact sports is as follows: football, girls and boys soccer, field hockey, cheerleading, girls and boys diving, girls and boys basketball, girls and boys ice hockey, wrestling, girls and boys gymnastics, girls and boys skiing, girls and boys lacrosse and ultimate frisbee (if a varsity sport) . Normative data can be used for all other limited contact and noncontact post concussed student athletes. ImPact is research-based 20 minute computer test developed to help the athletic trainer manage concussion recovery. It can help to determine athletes's readiness to return to play while protecting them from returning too soon.
- Q. NRHN will provide CSMi SportsWare OnLine Injury Tracking for use by the Athletic Trainer as an online way to record, manage and report athlete information.

Timberlane Regional School District at the High School will provide the following services:

- A. The School will provide a room, equipment, supplies and equipment maintenance necessary to conduct operations safely and adequately.
- B. The Athletic Director will provide game and practice schedules for the season prior to the first day of the season.
- C. The School understands and agrees that the Athletic Trainer will have final say over whether an injured athlete may resume competition in a practice or game situation, if a physician who is under contract with or acting on behalf of the School is not present.
- D. All injuries will be screened by the Athletic Trainer. If the Athletic Trainer is not present the coach must notify the Athletic Trainer regarding any injuries within 24 hours or as soon as possible.

- E. The School agrees to notify NRHN of all schedule changes at least 48 hours prior to the event whenever possible.
- F. The School shall obtain the Authorization For Sports Medicine Services and Consent to Treatment for each student participating on any sports team or who otherwise uses the services of the Athletic Trainer. The School shall use the form attached hereto as Exhibit A and incorporated herein by reference. Copies of such Authorization Forms shall be placed in the student's record located in the School Nurse's office, Athletic Director's office or the athletic training room.
- G. The School understands and agrees that the Athletic Trainer is supervised by clinical staff at NRHN and that the Athletic Trainer will discuss confidential information, as appropriate, with his or her supervisor.
- H. The School will support the efforts of ImPact testing by agreeing to participate, allowing education of parents, coaches and athletes as well as supplying a computer lab of PCs or MACs in order to schedule supervised baseline testing and a single computer station to provide supervised post concussion testing. All computers must have an external mouse and Macromedia Flash Player 10.1 or newer and a broadband internet connection. (Explorer 6.0 and above or FireFox 1.5 or above or Safari for the MAC running OSX 10.2 or above) All other tech requirements will be supplied to the School for preparation prior to testing.
- I. The School shall obtain the ImPact Permission Slip for each contact sport student athlete who is to be tested with the ImPact test. The School shall use the form attached hereto as Exhibit B and incorporated herein by reference. Copies of such ImPact Permission Slip shall be placed in the student's record located in the School Nurse's office, Athletic Director office or the athletic training room.
- J. The school shall support the efforts of using CSMi SportsWare OnLine Injury Tracking by supplying a computer or tablet in the Athletic Training room with internet service in order to successfully access the program.

Fees: Athletic Training Services:

- A. Timberlane Regional School District at the High School agrees to pay NRHN \$22,000.00 for the 2013-2014 season.
- B. The School may request additional coverage for an hourly rate of \$32.00. NRHN shall only provide such coverage if they have qualified athletic trainers available.

Payment schedule:

- A. \$7,333.34 for the fall season will be due no later than Nov.30th.
- B. \$7,333.33 for the winter season will be due no later than Mar.30th.
- C. \$7,333.33 for the spring season will be due no late than June 30th.
- D. Payments are to be paid to the order of Northeast Rehabilitation Hospital Network and sent directly to **NRHN**
Attn: Rebekah Hayden
70 Butler Street
Salem, NH 03079

Contract Renewal:

- A. This Agreement is effective on August 14, 2013 and shall remain in effect until June 15, 2014 (the "Term"). Thereafter, if the parties decide to renew this Agreement, the new agreement for the following school year must be executed by May, 2014.
- B. Either party may terminate this Agreement, with or without cause at any time with at least thirty (30) days prior written notice to the other party.

Liability:

- A. NRHN agrees to obtain and maintain general and professional liability insurance throughout the Term of this Agreement. The School shall also obtain general or professional liability insurance, as necessary, throughout the Term of this Agreement, to cover the acts and omissions of its employees who provide services hereunder. Also, NRHN agrees to supply Workers Compensation for all employees of NRHN whom provide services to the School under this Agreement.
- B. The School shall indemnify and hold NRHN, its directors, officers, agents and employees harmless from any and all liability, losses, damages, costs or judgments, NRHN may suffer as a result of claims, demands, suits or actions against them that are sustained in connection with the School's performance of this Agreement or arise from any breach of the School's agreements, representation, warranties or covenants contained in this Agreement.

Timberlane Regional School District at the High School, Duly Authorized Representative **Date**

NRHN, Coordinator of Sports Medicine Programming **Date**

NRHN, John F. Prochilo, CEO Administrator **Date**



AUTHORIZATION FOR SPORTS MEDICINE SERVICES AND CONSENT FOR TREATMENT

I, the undersigned, am the parent/legal guardian of _____, a minor and student-athlete at _____
(Student athlete name- please print)

_____ who plans on participating in _____
(Name of school) (Sport)

I understand that Northeast Rehabilitation Hospital Network ("NRH") is contracted by the school to provide sports medicine services for the school's athletes. I hereby give consent for a Certified Athletic Trainer and/or other NRH sports medicine clinical staff to provide sports medicine services for the above minor. Sports medicine services include, but are not limited to: administrating first aid for athletic injuries, providing initial treatment and management of acute injuries, and assessing athletic injuries at the request of the athlete, the athlete's coach, or the athlete's parent/guardian. The Athletic Trainer and/or sports medicine clinical staff will perform only those procedures that are within their training, credential limitations and scope of professional practice to prevent, care for and rehabilitate athletic injuries. I understand that a written report of any athletic injury assessment for the athlete will be confidentially maintained in the files of the training room or school nurse's office.

I, hereby authorize the Athletic Trainer and/or other NRH clinical staff who provide services to the above-named athlete to disclose information about the athlete's injury assessments and post-injury status. I understand such disclosures will be done, as needed, with the involved coaching staff, Athletic Director of the school, the school nurse, any treating healthcare provider and/or consulting concussion management specialist.

I understand that there is no charge to me for the above listed athletic training services. If the athlete is in need of further treatment by a physician, or of rehabilitation services for the injury, he or she may see the physician or provider of his/her choice.

Injured athletes that have been evaluated and/or treated by a physician must submit written clearance from that physician to the Athletic Trainer prior to the athlete being permitted to resume activity. In circumstances where an athlete has been removed from play because of a suspected head injury or concussion, the athlete will not be permitted to return to play until the athlete is evaluated by a healthcare provider, receives medical clearance and written authorization from that provider. This Authorization shall remain in effect for one sports season beginning with the date set forth below.

Parent/Guardian Name(print) _____ Signature _____ Date _____
Relationship to student athlete _____ Cell/Work phone _____
Home Address _____ Home phone _____

Student Athlete Name _____ Sex _____ Grade _____ Date of Birth _____
Allergies _____
Current Medications (ie asthma inhalers, epi/pen, etc) _____
Physical impairments _____
Other pertinent medical history (surgeries, diabetes, seizures, heart condition, etc) _____

Physician Name _____ Physician Phone _____

Pre-Participation Head Injury/Concussion Reporting:

Has student ever experienced a traumatic head injury (a blow to the head)? Yes__ No__ If yes, when? Dates(month/year) _____

Has student ever received medical attention for a head injury? Yes__ No__ If yes, when? Dates(month/year) _____

If yes, please describe the circumstances: _____

Was student diagnosed with a concussion? Yes__ No__ If yes, when? Dates(month/year) _____

Duration of symptoms (such as headache, difficulty concentrating, fatigue)for most recent concussion: _____

Student Athlete Signature

Parent/Guardian Signature

Statement Acknowledging Receipt of Education and Responsibility to Report Signs/Symptoms of Concussion:

I, _____ of _____ School hereby acknowledge having received education about the signs, symptoms and risk of sports related concussion. I also acknowledge my responsibility to report to the school athletic trainer, coaches, and my parent(s)/guardian(s) any signs/symptoms of a concussion.

Signature and Printed Name of student athlete

Date

I, the parent/guardian of the student athlete named above, hereby acknowledge having received education about the signs/symptoms and risks of sport related concussion and acknowledge my responsibility to report to the school athletic trainer, and coaches, any signs/symptoms of a concussion in the above minor.

Signature and Printed Name of parent/guardian

Date



Exhibit B

Dear Parent/Guardian,

Northeast Rehabilitation Hospital Network and Timberlane Regional School District at the High School are currently implementing an innovative program for our student athletes. This program will assist our athletic trainer and others involved with the healthcare of your son/daughter in evaluating and treating head injuries (e.g., concussion). In order to better manage concussions sustained by our student athletes, we have acquired a software tool called ImPACT (Immediate Post Concussion Assessment and Cognitive Testing). ImPACT is a computerized exam utilized in many professional, collegiate, and high school sports programs across the country to successfully diagnose and manage concussions. If an athlete is believed to have suffered a head injury during competition, ImPACT is used to help determine the severity of head injury and when the injury has fully healed.

The computerized exam is given to athletes at the beginning a contact sport season. Contact sports are defined by the American Academy of Pediatrics Classification of Sports According to Contact. The list of contact sports is as follows: football, girls and boys soccer, field hockey, cheerleading, girls and boys diving, girls and boys basketball, girls and boys ice hockey, wrestling, girls and boys gymnastics, girls and boys skiing, girls and boys lacrosse and ultimate Frisbee (if varsity sport). This non-invasive test is set up in "video-game" type format and takes about 15-20 minutes to complete. It is simple, and actually many athletes enjoy the challenge of taking the test. Essentially, the ImPACT test is a preseason physical of the brain. It tracks information such as memory, reaction time, speed, and concentration. It, however, is not an IQ test.

If a concussion is suspected, the contact sport athlete will be required to re-take the test. Both the preseason and post-injury test data is given to the athletic trainer and consulting clinicians, to help evaluate the injury. If a limited contact sport athlete or a noncontact sport athlete is suspected of having a concussion they too will be tested and compared to baseline normative data. The information gathered can also be shared with your family doctor. The test data will enable these health professionals to determine when return-to-play is appropriate and safe for the injured athlete. If an injury of this nature occurs to your child, you will be promptly contacted with all the details.

We wish to stress that the ImPACT testing procedures are non-invasive, and they pose no risks to your student-athlete. We are excited to implement this program given that it provides us the best available information for managing concussions and preventing potential brain damage that can occur with multiple concussions. The administration, coaching, and athletic trainer are striving to keep your child's health and safety at the forefront of the student athletic experience. Please return the attached page with the appropriate signatures. If you have any further questions regarding this program please feel free to contact the Athletic Director or Athletic Trainer

Consent Form

For use of the Immediate Post-Concussion Assessment and Cognitive Testing (ImPACT)

I have read the attached information. I understand its contents. I have been given an opportunity to ask questions and all questions have been answered to my satisfaction. I agree to participate in the ImPACT Concussion Management Program.

Printed Name of Athlete _____

Athlete date of birth _____

Sports _____

Signature of Athlete

Date

Signature of Parent

Date

BUSINESS ASSOCIATE AGREEMENT

Definitions.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms used in the Privacy or Security Rule, or the HITECH Act.

Specific Definitions:

- (a) *Agreement.* "Agreement" shall mean this Business Associate Agreement.
- (b) *Covered Entity.* "Covered Entity" shall mean any Healthcare Provider or Health Plan and any Clearinghouse who transmits any health information in EDI (electronic data interchange) form.
- (c) *Northeast Rehabilitation Hospital Network.* "Northeast Rehabilitation Hospital Network" shall mean Northeast Rehabilitation Hospital Network. Northeast Rehabilitation Hospital Network is a "Covered Entity."
- (d) *Business Associate.* "Business Associate" shall mean **Timberlane Regional School District at the High School.**
- (e) *HITECH Act.* "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act found in Title XIII of the American Recovery and Reinvestment Act of 2009.
- (f) *Individual.* "Individual" shall have the same meaning as the term "Individual" as in the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with HIPAA 45 CFR 164.502(g).
- (g) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in HIPAA 45 CFR part 160 and part 164, subparts A and E.
- (h) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in HIPAA 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Northeast Rehabilitation Hospital Network and includes, but is not limited to, names, addresses, telephone numbers, social security numbers, email addresses, birth dates, health plan IDs, record numbers, account numbers and other identifiable information.
- (i) *Required By Law.* "Required By Law" is defined by HIPAA as a mandate contained in law that compels a Northeast Rehabilitation Hospital Network to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- (j) *Secretary.* "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- (l) *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (m) *Security Rule.* "Security Rule" shall mean the Security Standards set forth in 45 CFR Parts 160, 162 and 164.
- (n) *Service Agreement.* "Service Agreement" shall mean the underlying agreement(s), if any, that outline the terms of the services that the Business Associate agrees to provide to

Northeast Rehabilitation Hospital Network and that fall within the functions, activities, or services described in the definition of business associate at HIPAA 45 CFR 160.103.

- (o) *Unsecured Protected Health Information.* “Unsecured Protected Health Information” shall have the same definition that the Secretary gives the term in guidance issued pursuant to HITECH.

Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law or as set forth in the Service Agreement.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement or in the Service Agreement.
- (c) Business Associate agrees to 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.
- (d) Business Associate agrees to report in a timely manner to Northeast Rehabilitation Hospital Network any use or disclosure of the Protected Health Information not provided for by this Agreement or in the Service Agreement of which it becomes aware.
- (e) 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 Northeast Rehabilitation Hospital Network, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) At the request of Northeast Rehabilitation Hospital Network, Business Associate agrees to collect and present Protected Health Information in a Designated Record Set, to Northeast Rehabilitation Hospital Network or, as directed by Northeast Rehabilitation Hospital Network, to an Individual in order to meet the requirements under HIPAA 45 CFR 164.524, within 30 days.
- (g) Business Associate agrees to provide access, at the request of Northeast Rehabilitation Hospital Network, within 30 days, to Protected Health Information in a Designated Record Set, to Northeast Rehabilitation Hospital Network or, as directed by Northeast Rehabilitation Hospital Network, to an Individual in order to meet the requirements under HIPAA 45 CFR 164.524.
- (h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Northeast Rehabilitation Hospital Network directs or agrees to pursuant to HIPAA 45 CFR 164.526 at the request of Northeast Rehabilitation Hospital Network or an Individual, within 30 days.
- (i) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Northeast Rehabilitation Hospital Network available [to Northeast Rehabilitation Hospital Network, or] to the Secretary, or his or her designee, within 30 days for purposes of the Secretary determining Northeast Rehabilitation Hospital Network’s compliance with the Privacy Rule.

- (j) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Northeast Rehabilitation Hospital Network to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA 45 CFR 164.528.
- (k) Business Associate agrees to provide to Northeast Rehabilitation Hospital Network, within 45 days of receiving a written request, information collected in accordance with Section (j) of this Agreement, to permit Northeast Rehabilitation Hospital Network to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA 45 CFR 164.528. In the event an individual contacts Business Associate directly about access to Protected Health Information, Business Associate shall forward such request to Northeast Rehabilitation Hospital Network within three (3) business days and shall timely respond to instructions from Northeast Rehabilitation Hospital Network.
- (l) Effective February 17, 2010, or such later date as may be specified pursuant to the HITECH Act, Business Associate shall determine the minimum necessary Protected Health Information to be used or disclosed pursuant to the Agreement, other than those uses and disclosures exempt from the minimum necessary requirements specified in HIPAA 45 CFR 164:502(b)(2), in order to accomplish the intended purpose of the use or disclosure consistent with the terms of this Agreement or the Service Agreement.
- (m) Effective February 17, 2010, or such later date as may be specified pursuant to the HITECH Act, Business Associate shall comply with the HIPAA Security Rule provisions relating to: (1) administrative safeguards (HIPAA 45 CFR 164.308); (2) physical safeguards (HIPAA 45 CFR 164.310); (3) technical safeguards (HIPAA 45 CFR 164.312); policies and documentation (HIPAA 45 CFR 164:310); and (5) breach notification requirements (HITECH Act, § 13402).
- (n) Effective February 17, 2010, or such later date as may be specified pursuant to the HITECH Act, Business Associate shall use and disclose Protected Health Information only if such use or disclosure is in compliance with each applicable requirement of HIPAA 45 CFR 164.504(e).
- (o) Effective February 17, 2010, or such later date as may be specified pursuant to the HITECH Act, Business Associate shall comply with the Privacy Rules to the same extent required by Covered Entities as required by the HITECH Act §§ 13401 and 13404.

Permitted Uses and Disclosures by Business Associate.

General Uses and Disclosures Provisions:

Except as otherwise limited in this Agreement or the Service Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Northeast Rehabilitation Hospital Network for the purposes described herein, so long as such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Northeast Rehabilitation Hospital Network or its minimum necessary policies and procedures.

Specific Use and Disclosure Provisions:

- (a) Except as otherwise limited in this Agreement or the Service Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement or the Service Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with HIPAA 45 CFR 164.502(j)(1).

Reporting of Disclosures of Protected Health Information or Security Incidents.

- (a) Business Associate shall maintain systems to monitor and detect a breach of Unsecured Protected Health Information accessed, maintained, retained, modified, stored, destroyed or otherwise held or used in Unsecured form by Business Associate, whether the Unsecured Protected Health Information is in paper or electronic form. The term “breach” as used in this section shall have the definition set forth in HIPAA 45 CFR 164.402 or as adopted by the Secretary. This section also applies if Business Associate becomes aware of any Security Incidents involving Protected Health Information.
- (b) Business Associate shall provide notice of a breach involving Protected Health Information within 5 business days of the first day the breach is known, or reasonably should have been known, to the Business Associate, including for this purpose any employee, officer or other agent of Business Associate (other than the individual committing the breach). Business Associate shall provide notice to Northeast Rehabilitation Hospital Network which shall include the identification of each Individual whose Unsecured Protected Health Information was, or is reasonably believed to have been, subject to the breach and the circumstances of the breach, as both are known to Business Associate at that time. Following the notice, Business Associate shall conduct further investigation and analysis as is reasonably required, and shall promptly advise Northeast Rehabilitation Hospital Network of additional information pertinent to the breach which Business Associate obtains.
- (c) Business Associate shall cooperate with Northeast Rehabilitation Hospital Network to support the provision of required notices to the Individual or to the Secretary in a timely manner, including the determination of whether the use, access, or disclosure is one that “poses a significant risk of financial, reputation or other harm to the Individual,” thereby

requiring notice to the affected Individuals. Northeast Rehabilitation Hospital Network is responsible for the provision of notice to the Individual and to the Secretary, provided that Northeast Rehabilitation Hospital Network shall consult with Business Associate in good faith regarding the details of the notice.

Obligations of Northeast Rehabilitation Health Network.

- (a) Northeast Rehabilitation Hospital Network shall make reasonable efforts to notify Business Associate of any limitation(s) in its notice of privacy practices of Northeast Rehabilitation Hospital Network in accordance with HIPAA 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Northeast Rehabilitation Hospital Network shall make reasonable efforts to 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.
- (c) Northeast Rehabilitation Hospital Network shall make reasonable efforts to notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Northeast Rehabilitation Hospital Network has agreed to in accordance with HIPAA 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Northeast Rehabilitation Health Network.

Northeast Rehabilitation Hospital Network shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Northeast Rehabilitation Hospital Network.

Term and Termination.

- (a) *Term:* The Term of this Agreement shall be effective as of **August 14, 2013** and shall terminate when all of the Protected Health Information provided by Northeast Rehabilitation Hospital Network to Business Associate, or created or received by Business Associate on behalf of Northeast Rehabilitation Hospital Network, is destroyed or returned to Northeast Rehabilitation Hospital Network, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause:*

Either party may immediately terminate this Agreement and the Service Agreement with written notice if it makes the determination that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to: (i) provide the breaching party with 30 days written notice of the existence of the alleged material breach; and (ii) afford the breaching party an opportunity to cure the alleged material breach upon mutually agreeable terms. In the event mutually agreeable terms cannot be achieved within 30 days, the breaching

party must cure the breach to the satisfaction of the non-breaching party within 15 days. Failure to cure the breach in the manner set forth in this paragraph is grounds for immediate termination of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, neither party shall terminate this Agreement so long as the Service Agreement is in effect. If neither termination nor cure is feasible, the parties agree and acknowledge that the non-breaching party shall have the right to report the breach to the Secretary.

(c) Effect of Termination:

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Northeast Rehabilitation Hospital Network, or created or received by Business Associate on behalf of Northeast Rehabilitation Hospital Network. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Northeast Rehabilitation Hospital Network notification of the conditions that make return or destruction infeasible in writing. Upon notice that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous.

- (a) Regulatory References: A reference in this Agreement to a section in the Privacy or Security Rules, or the HITECH Act, means the section as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Northeast Rehabilitation Hospital Network to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and HITECH Act.
- (c) Survival: The respective rights and obligations of Business Associate under the "Effect of Termination" section of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation: Any ambiguity in this Agreement shall be resolved to permit Northeast Rehabilitation Hospital Network to comply with the Security and Privacy Rules, and HITECH Act.
- (e) Notice: All notices required herein shall be in writing, and shall be deemed properly given when personally delivered, telecopied or upon mailing by certified mail, return receipt requests, postage prepaid, to the individual and address set forth in the signatory.

Angelo Fantasia AD
Timberlane Regional High School
36 Greenough Road
Plaistow, NH 03865

**Neuro-Rehab Associates, Inc. d/b/a
Northeast Rehabilitation Hospital
70 Butler Street
Salem, New Hampshire 03079**

By: _____

By: _____

Name: _____

Name: Robert Kotsonis

Title: _____

Title: Chief Operating Officer

Date: _____

Date: _____