Welcome to the new DRS Web Referral module in TMS.

DBH/ADAD has developed a new web-based referral model that will allow treatment providers to use alcohol evaluations entered by probation officers in the ADDSCODS system to auto-enroll DUI clients into their programs.

This will eliminate redundant data entry currently being done by both treatment providers and probation officers. It will also eliminate data discrepancies between treatment records and official court records.

DRS Search, DRS Directory and DRS Directory Search all work the same way that they have in the past. However, the way you add a new DRS into the system has changed and there is a new reconciliation step added to the system in order to tie the DRS to the ADDSCODS record before discharge. This manual will review how the new module works and how all the different options within it work.
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Section 1
New DRS with a court case number

1.1 Admission
To begin, click on DRS from the top menu bar.

DRS Web Referral
Coming to TMS – June 2010!
1.2 My DRS

The ‘My DRS’ screen will be displayed.

Options available to the user:

**Yes, the client has been to court and completed an assessment.**
Use this option when:

- You have a valid court case number for the client and the alcohol evaluation (ADDSCODS) has been entered into the system.
- You do not know the court case number, but you know the client has been to court and has had an ADDSCODS completed.

**No, the client has not been to court and has not been assigned a court case number.**
Use this option when:

- The client has not been to court.

**No, the client will not be going to court. (For example: DMV Only, Out of State or Tribal Court Case)**
Use this option when:

- The client will not have an ADDSCODS evaluation or a court case number.
In section 1 we will be focusing on the first option from My DRS.

**Option 1: Yes, the client has been to court and completed an assessment.**

Select this option when you know the court case number and would like to have the ADDSCODS record pre-populate your DRS for you. Or when you know the client has had an ADDSCODS completed, but you do not know the court case number. You will be able to search for your case on the next screen. This process will automatically reconcile the case, so select this option whenever possible to save data entry work.

Check the first option and click the **CONTINUE** button.
1.3 Search for a court case
The ADDSCODS Referral Search screen will be displayed.

Fields to the left of the screen that are marked with a red * are required.

Fields to the right are additional search options you may use to refine your search, if you wish. If you do not find your case on the search results page, but are sure the evaluation has been entered into ADDSCODS, remove these additional filters. Some fields may be incorrect or spelled differently on the ADDSCODS. Giving too much information may eliminate results from in your list if they aren't an exact match to the ADDSCODS record.

**Case Year** - This can be found from the first 4 digits of the court case number. Select from the dropdown.

**Judicial District** - District where the case resides. Select from the dropdown.

**Last Name** - You can enter all or part of the last name if you're not sure how it's been entered into the system. The wildcard character ‘%’ is no longer required when using a partial name search.

Once you’ve completed the required fields, hit the SEARCH button.
ADDSCODS Referral Search Results screen:

The user will be presented with a list of evaluations that match the search criteria entered.

Click the **BACK** button to re-enter search criteria if your case is not displayed.

Once you’ve found the correct evaluation, click the **ADMIT** button.
1.4 The Business Associate Agreement
If the user has not signed the Business Associate Agreement, the pop-up shown below will be displayed when you click the **ADMIT** button. If you have a signed Release of Information and agree with the terms on the BAA from the client, you should click **AGREE** and may continue to admit the client.

- If you do not have a signed Release of Information from the client, you MUST click the **CANCEL** button and wait until you have a signed release. (Please note: It is a violation of HIPAA rules and regulations to obtain personal information without this release. The user accepts full responsibility if they click **AGREE** without this release in place.) When you click **CANCEL**, you will be returned to the Search Results screen.

- This pop-up will appear each and every time you attempt to enter a DRS for a client until you sign the Business Associate Agreement and submit to DBH/ADAD. To view a copy of the Agreement, simply click on the 'Business Associate Agreement' hyperlink. If you have questions regarding the agreement, please contact Jackie Urioste.

- If you have signed a Business Associate Agreement with DBH/ADAD, this pop-up will not appear.
After clicking **AGREE**, or **ADMIT** for those users that have a signed Business Associate Agreement, the DRS Add screen will be displayed with all available information from the ADDSCODS pre-populated for you.

**Field Descriptions:**

**DRS Treatment Center** - Pre-populated based on your agency.

**License Number** - Pre-populated based on your agency.

**Agency Contact** - Required.

**Primary Court Case** - Pre-populated from the evaluation, not editable. Required.
Format = Four-digit Case Year (CCYY), Case Class (CR, F, JD, M, R, or T), Sequence Number (ie 001547). (example: 2009M001547).

**Primary Judicial District** - Pre-populated from the evaluation, not editable. Required.

**Secondary Court Case** - Optional.

**Secondary Judicial District or Tribal Government** - Optional.
**Client Last Name** - Pre-populated from the evaluation, not editable. Required.

**Client First Name** - Pre-populated from the evaluation, not editable. Required.

**Client Initial** – Pre-populated from the evaluation, not editable. Optional.

**DOB** – Pre-populated from the evaluation, editable. Required.

**Arrest Date** – Pre-populated from the evaluation, not editable. Optional.

**Alcohol Evaluator** – This is the name of the probation officer who completed this client’s DUI/DWAI evaluation. This will be pre-populated from the evaluation if available, not editable. If not pre-populated, then this field is editable.
- Select from the dropdown. Optional.

**Supervising Officer** - This is the name of the probation officer (or private probation officer, when applicable) currently supervising the client’s DUI/DWAI probation services. This will be pre-populated from the evaluation if available, editable.
- Select from the dropdown. Optional.

**Class Group** – Optional.

**Completed Flag** – Optional.
Field Descriptions:

**Adjuncts** - Pre-populated from the evaluation if available, editable. Optional. Select from the dropdown.

**Treatment Track Assigned** - Pre-populated from the evaluation if available, editable. Optional. Valid values are A, B, C and D.

**BAC** - 3-digit field, no decimal places. This will be pre-populated from the evaluation if available, editable. Optional.

If there is no BAC, use:
777 for Drug Offense
888 for Not Taken
900 for Refused
999 for Not Available

**Number of Prior DUI/DWAI Arrests** - Pre-populated from the evaluation if available, editable. Optional.
DMV Affidavit - Optional.

Client Status - Will default to ‘In Progress’. Required.

Referred Treatment Center - Optional.

DRS Status - Will default to ‘Cooperative with conditions of supervision’, editable. Required.

Status Notes Effective Date - System generated. Required.

Notes - Will default to ‘Client has been referred into treatment’, editable. Optional.

Admission Date - MMDDCCYY, required.

Discharge Date - Not allowed until discharged.
Once you have completed all required fields, click the **ADD** button. You will get a message that your record was successfully saved. If you have forgotten to enter any required fields, you will receive an error message with the details of each missing field. Enter the information and **ADD** the record.

Once you **ADD** the record, reconciliation has been completed for you by the system under this menu option from My DRS.

**1.5 Updating a DRS Record**
There is no change from the current state.

**1.6 Discharging a client**
There is no change from the current state.
Section 2
New DRS with an unknown court case number

Use this option when adding a new DRS when the court case number is unknown or the client has not yet had an ADDSCODS completed.

2.1 Admission
To begin, click on DRS from the top menu bar.
In section 2 we will be focusing on the second option from My DRS.

**Select Option 2: No, the client has not been to court and has not been assigned a court case number.**

Select this option when you do not know the court case number or the client as not yet been to court or had an ADDSCODS completed. The new reconciliation process will be required with this option to tie the DRS and ADDSCODS records together.

Check the second option and click the **CONTINUE** button.
The user will see the usual DRS screen displayed. You will complete this form as you have in the past, with a few minor changes. See the detailed field descriptions below.

**Field Descriptions:**

**DRS Treatment Center** - Pre-populated based on the login id of the user.

**License Number** - Pre-populated based on the login id of the user.

**Agency Contact** - Required.

**Primary Court Case** - Broken out into 3 separate fields:
- Year, optional until you’re ready to reconcile; then required. Select from dropdown.
- Class, optional. Select from dropdown.
- Sequence, optional. 6 digits, leading zeroes not required.

**Unknown Court Case** - Defaults to ‘checked’ under this menu option from My DRS. May not be ‘checked’ when No Court Case has been checked.
No Court Case - Optional. May not be selected if Unknown Court Case is selected. Use this with the 3rd option on the My DRS page.

Primary Judicial District - Optional until you are ready to reconcile; then required. Reminder: Fill out Judicial District ONLY after the release of information has been signed.

Secondary Court Case - Optional.

Secondary Judicial District or Tribal Government - optional.

Client Last Name - Required.

Client First Name - Required.

Client Initial - Optional.

DOB - Required.

Arrest Date - Optional.

Alcohol Evaluator - This is the name of the probation officer who completed this client’s DUI/DWAI evaluation. Select from the dropdown. This dropdown will not be populated until a judicial district has been selected.
  - Optional.

Supervising Officer - This is the name of the probation officer (or private probation officer, when applicable) currently supervising the client’s DUI/DWAI probation services. Select from dropdown. This dropdown will not be populated until a judicial district has been selected.
  - Optional.

Treatment Program - Required. At least one treatment value must be selected. Multiple programs may be selected.

Attended Hours/Attended Weeks/Elapsed Weeks - Required.
  • As a convenience, while the client is in New Referral status, you may admit the client with Attended Hours/Attended Weeks/Elapsed Weeks = 0. However, once the client begins attending classes and the status changes, you must complete these fields.

Class Group - Optional.

Completed - Optional.
**Field Descriptions:**

**Adjuncts**  -  Optional.

**Treatment Track Assigned**  -  Optional. Valid values are A, B, C and D.

**BAC**  -  3-digit field, no decimal places. Optional.

If there is no BAC, use:
- 777 for Drug Offense
- 888 for Not Taken
- 900 for Refused
- 999 for Not Available

**Number of Prior DUI / DWAI Arrests**  -  Optional.

**DMV Affidavit**  -  Optional.

**Client Status**  -  Will default to ‘In Progress’, not editable. Required.
Referred Treatment Center - Optional.

DRS Status - Required.

Status Notes Effective Date - System generated. Required.

Notes - Optional.

Admission Date - Required.

Discharge Date - Not allowed until discharged.

Notice the new RECONCILE button at the bottom of the screen. This will be covered later in this section.
Once you have completed the DRS form, click the **ADD** button. If you click the **RECONCILE** button before you have added your record, the system will give you a message reminding you to save your work first. The system will also give you this message if you click the **BACK** button or select another option from the top menu bar.

![Image of warning message]

Are you sure you want to navigate away from this page?
You have attempted to leave this page without saving your changes. If you want to save your changes, press the Cancel button and then click ADD/UPDATE Button on the DRS Screen.

Press OK to continue, or Cancel to stay on the current page.

If you receive this message, click **CANCEL** to save your work.
If you click **OK**, once you return from the reconcile process, the DRS will not reflect any changes you made before the reconcile.
Click the **ADD** button to save your DRS. You will receive a message that your record has been successfully saved. If you have any errors on the page, correct them as indicated and click **ADD** again.
2.2 Updating a DRS Record
There is no change from the current state of how you work with a DRS now.

2.3 Reconciling a DRS
Reconciling a DRS ties the DRS record to the ADDSCODS record. You may reconcile a DRS record at any point after you have added the record. Reconciliation can be done immediately after you admit them if you receive more information regarding the ADDSCODS for this client. It can be done at any point during their treatment. Or it can be done when you are ready to discharge the client. Regardless of when you do it, the record must be reconciled before you are able to discharge the client.

**Steps to Reconcile:**
Retrieve your DRS record. In order to reconcile, you must select at least a Case Year and Judicial District. You can also select the Case Class and enter a Sequence Number if you know them, but they are not required. If you have only changed the Case Year and Judicial District on the DRS record, you can proceed to reconciliation by clicking the **RECONCILE** button. If you have changed other fields, please click the **UPDATE** button first, or you could lose unsaved data.
Click the **RECONCILE** button.
The DRS Reconciliation Search Results screen will be displayed with a list of possible matches to your DRS record.

Click the **RECONCILE** button corresponding to the correct ADDSCODS record.

If you do not see your ADDSCODS listed in the search results and want to change any data on your DRS record, click the **RETURN TO DRS** button. You can then make changes to your DRS and click the **RECONCILE** button again. If you ADDSCODS is now listed, click the **RECONCILE** button. Continue with the steps on the next page.

If you do not see your ADDSCODS listed, but know your DRS record is correct, contact the supervising officer for more information or select the **NO MATCH FOUND** button. This satisfies the reconciliation requirement. You will be returned to your DRS. Click the **UPDATE** button to save the ‘reconciliation’ and you may now discharge your DRS as usual.

Please note: If provided, a Class and Sequence Number will override any other search criteria on the DRS (ie Arrest Date, DOB and/or First Name) when attempting reconciliation. However, if you do provide an Arrest Date, DOB and/or First Name on the DRS, without a Class and Sequence Number, and it is not an exact match to the data given on the court record, you will not find your DRS.
Your DRS record is now displayed with the Court Case Number. Unknown Court Case will no longer be ‘checked’. And the Alcohol Evaluator and Supervising Officer will be populated with information taken from the ADDSCODS record. A few fields are also now protected to keep the records in sync.
The **RECONCILE** button is disabled since the DRS is now tied to the ADDSCODS record.

Click the **UPDATE** button to save the ‘reconciliation’.
Your record is now reconciled and does not need to be done again. Once it’s been reconciled, you may still update the record as often as needed.
2.4 De-Reconcile
If you inadvertently reconcile to the wrong case, but have not saved your DRS, simply exit the DRS without saving the record, re-enter the DRS record and start the Reconcile process over again.

If you have selected the wrong case and have already saved your DRS, please contact Jackie Urioste to have your DRS de-reconciled. You would then follow the procedures above to reconcile again.

2.5 No Match Found
There may be times when you are unable to find a matching ADDSCODS for a variety of reasons. The evaluation may not yet have been entered into the system, there may be a key piece of information entered differently on the DRS than it is on the ADDSCODS, you may be looking in the wrong judicial district, etc. You can contact the supervising officer on the case to discuss why it is not appearing and if you should wait to reconcile or if you should proceed.

Another reason you may not find your evaluation is if it is a Denver County case. Denver County is not currently using the ADDSCODS system. Therefore, proceed with your DRS as usual. We are working toward getting Denver County in sync with our system in the very near future.

When you need to reconcile your DRS in order to discharge your client, but are unable to locate the evaluation, contact the supervising officer on the case. If they will not be entering the ADDSCODS, you may click the **NO MATCH FOUND** button from the search results screen and then click **UPDATE**. This will satisfy the reconciliation requirement and you will be able to discharge your client.
2.6 Discharging a client
Before you can discharge your client, you must attempt to reconcile the DRS to the ADDSCODS record if you have not already done so. Please see the Reconciling a DRS in section 2.3 above.

Once the record has been reconciled, discharge your client as you have in the past. There is no change to this process.
Section 3
New DRS with no court case number

Use this option when adding a new DRS when the user will not be going to court. (Such as a DMV Only case, Out of State offender, or a Tribal Court Case)

3.1 Admission
To begin, click on DRS from the top menu bar.
3.2 My DRS
The ‘My DRS’ screen will be displayed.
In section 3 we will be focusing on the last option from My DRS.

**Option 3: No the client will not be going to court.**

Select this option for DMV Only cases, Out of State offender and Tribal Court Cases. Check the third option and click the **CONTINUE** button.
The user will see the typical DRS screen displayed. You will complete this form as usual.

Field Descriptions:

**DRS Treatment Center** - Pre-populated based on the login id of the user.

**License Number** - Pre-populated based on the login id of the user.

**Agency Contact** - Required.

**Primary Court Case** - Broken out into 3 separate fields. Disabled under this menu option.
- Year, disabled.
- Class, disabled.
- Sequence, disabled.

**Unknown Court Case** - Defaults to ‘unchecked’ under this option from My DRS.

**No Court Case** - Defaults to ‘checked’ under this option from My DRS.

**Primary Judicial District** - Optional.
Secondary Court Case - Optional.

Secondary Judicial District or Tribal Government - Optional.

Client Last Name - Required.

Client First Name - Required.

Client Initial - Optional.

DOB - Required.

Arrest Date - Optional.

Alcohol Evaluator - This is the name of the probation officer who completed this client's DUI/DWAI evaluation. Select from the dropdown. This dropdown will not be populated until you select a judicial district.
- Optional.

Supervising Officer - This is the name of the probation officer (or private probation officer, when applicable) currently supervising the client's DUI/DWAI probation services. Select from dropdown. This dropdown will not be populated until you select a judicial district.
- Optional.

Treatment Program - Required. At least one treatment value must be selected.

Attended Hours/Attended Weeks/Elapsed Weeks - Required.
- As a convenience, while the client is in New Referral status, you may admit the client with Attended Hours/Attended Weeks/Elapsed Weeks = 0. However, once the client begins attending classes and the status changes, you must complete these fields.

Class Group - Optional.

Completed - Optional.
Field Descriptions:

**Adjuncts** - Optional.

**Treatment Track Assigned** - Optional. Valid values are A, B, C and D.

**BAC** - 3-digit field, no decimal places. Optional.

If there is no BAC, use:
77 for Drug Offense
888 for Not Taken
900 for Refused
999 for Not Available

**Number of Prior DUI / DWAI Arrests** - Optional.

**DMV Affidavit** - Optional.

**Client Status** - Will default to ‘In Progress’, not editable. Required.
**Referred Treatment Center** - Optional.

**DRS Status** - Required.

**Status Notes Effective Date** - System generated. Required.

**Notes** - Optional.

**Admission Date** – Required.

**Discharge Date** - Not allowed until discharged.

Notice the new RECONCILE button at the bottom of the screen is disabled under this menu option. Since the client will not be going to court, there will be no ADDSCODS with which to RECONCILE.

### 3.3 Updating a DRS Record
There is no change from the current state of how you work with a DRS now.

### 3.4 Discharging a client
There is no change from the current state of how you work with a DRS now.
Appendix A
Business Associate Agreement

**Health Insurance Portability & Accountability Act of 1996 ("HIPAA").** Federal law and regulations governing the privacy of certain health information requires a “Business Associate Contract” between the State and the Contractor. 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this Licensure Agreement and shall remain in effect during the term of the Licensure Agreement including any extensions.
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Licensure Agreement between the Department of Human Services, Division of Behavioral Health (DBH) and Colorado Substance Use Disorder Treatment Providers (“Licensee” or “Associate”). For purposes of this Addendum, the State is referred to as “Covered Entity” or “CE” and the Licensee is referred to as “Associate”. Unless the context clearly requires a distinction between the Licensure Agreement and will include all references here to include this Addendum, all references herein to “the Licensure Agreement” or “this Licensure Agreement” include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Licensure Agreement some of which may constitute Protected Health Information (“PHI”) (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Licensure Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 (“HIPAA”) and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”) and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into Licensure Agreement containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Licensure Agreement, the Privacy Rule shall control. Where the provisions of this Licensure Agreement differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Licensure Agreement shall control.

   b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

   c. “Protected Information” shall mean PHI provided by CE to Associate or created or received by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Licensure Agreement does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.
2. **Obligations of Associate.**

   a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Licensure Agreement and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

   b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Licensure Agreement; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Associate within two business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

   c. **Appropriate Safeguards.** Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Licensure Agreement. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

   d. **Reporting of Improper Use or Disclosure.** Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Licensure Agreement within five (5) business days of becoming aware of such use or disclosure.

   e. **Associate’s Agents.** If Associate uses one or more subcontractors or agents to provide services under the Licensure Agreement, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

   f. **Access to Protected Information.** Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

   g. **Amendment of PHI.** Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set. Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.
h. **Accounting Rights.** Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual’s care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual’s authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE’s responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), in a time and manner designated by the Secretary, for purposes of determining CE’s compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. **Minimum Necessary.** Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. **Retention of Protected Information.** Except upon termination of the Licensure Agreement as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Licensure Agreement and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. **Associate’s Insurance.** Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Licensure Agreement (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. **Notification of Breach.** During the term of this Licensure Agreement, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
o. **Audits, Inspection and Enforcement.** Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate’s facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Licensure Agreement.

p. **Safeguards During Transmission.** Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Licensure Agreement, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. **Restrictions and Confidential Communications.** Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual’s Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual’s requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. **Obligations of CE.**

a. **Safeguards During Transmission.** CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Licensure Agreement, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. **Notice of Changes.** CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R. Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate’s use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information; to the extent it may affect Associate’s permitted or required uses or disclosures. To the extent that it may affect Associate’s permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE’s web site. Associate shall review CE’s designated web site for notice of changes to CE’s HIPAA privacy policies and practices on the last day of each calendar quarter.

4. **Termination.**

a. **Material Breach.** In addition to any other provisions in the Licensure Agreement regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Licensure Agreement and shall provide grounds for immediate termination of this Licensure Agreement by CE pursuant to the provisions of the Licensure Agreement covering termination for cause, if any. If the Licensure Agreement contains no express provisions regarding termination for cause, the following terms and conditions shall apply:
(1) **Default.** If Associate refuses or fails to timely perform any of the provisions of this Licensure Agreement, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Licensure Agreement. Associate shall continue performance of this Licensure Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) **Associate’s Duties.** Notwithstanding termination of this Licensure Agreement, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) **Compensation.** Payment for completed supplies delivered and accepted by CE shall be at the Licensure Agreement price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) **Erroneous Termination for Default.** If after such termination it is determined, for any reason, that Associate was not in default, or that Associate’s action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Licensure Agreement had been terminated for convenience, as described in this Licensure Agreement.

b. **Reasonable Steps to Cure Breach.** If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate’s obligations under the provisions of this Addendum or another arrangement and does not terminate this Licensure Agreement pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE’s efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Licensure Agreement, if feasible or (ii) if termination of this Licensure Agreement is not feasible, CE shall report Associate’s breach or violation to the Secretary of the Department of Health and Human Services.

c. **Judicial or Administrative Proceedings.** Either party may terminate the Licensure Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. **Effect of Termination.**

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Licensure Agreement, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. **Injunctive Relief.** CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Licensure Agreement or applicable law.
6. **No Waiver of Immunity.** No term or condition of this Licensure Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. **Limitation of Liability.** Any limitation of Associate’s liability in the Licensure Agreement shall be inapplicable to the terms and conditions of this Addendum.

8. **Disclaimer.** CE makes no warranty or representation that compliance by Associate with this Licensure Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate’s own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. **Certification.** To the extent that CE determines an examination is necessary in order to comply with CE’s legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE’s expense, examine Associate’s facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate’s security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. **Amendment.**

   a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, and the Final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Licensure Agreement upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Licensure Agreement when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Licensure Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

   b. **Amendment of Attachment A.** Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Licensure Agreement, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. **No Third Party Beneficiaries.** Nothing express or implied in this Licensure Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
13. **Interpretation and Order of Precedence.** The provisions of this Addendum shall prevail over any provisions in the Licensure Agreement that may conflict or appear inconsistent with any provision in this Addendum. Together, the Licensure Agreement and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Licensure Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Licensure Agreement supercedes and replaces any previous separately executed HIPAA addendum between the parties.

14. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, Associate’s obligations under Section 4(d) (“Effect of Termination”) and Section 12 (“No Third Party Beneficiaries”) shall survive termination of this Licensure Agreement and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Licensure Agreement including any extensions.
15. **Representatives and Notice.**

a. **Representatives.** For the purpose of the Licensure Agreement, the individuals identified elsewhere in this Licensure Agreement shall be the representatives of the respective parties. If no representatives are identified in the Licensure Agreement, the individuals listed below are hereby designated as the parties’ respective representatives for purposes of this Licensure Agreement. Either party may from time to time designate in writing new or substitute representatives.

b. **Notices.** All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

**State/Covered Entity Representative:**

Troy Evatt, Associate Director  
Evaluation and Information Services  
Colorado Department of Human Services  
Division of Behavioral Health  
3824 W. Princeton Circle  
Denver, CO 80236  

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Jim Rowan, Clinical Supervision Coordinator  
Colorado Department of Human Services  
Division of Behavioral Health  
3824 W. Princeton Circle  
Denver, CO 80236  

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Signature  

Signature  

Date: _________________________  

Date: _________________________

**Contractor/Business Associate Representative:**

Name:  

Title:  

Agency:  

Address:  

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Signature  

Date: _________________________
ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Licensure Agreement between the Department of Human Services, Division of Behavioral Health (DBH) and Colorado Substance Use Disorder Treatment Providers (“Licensure Agreement”) and is effective as of _____________ (the “Attachment Effective Date”). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: ________________________________

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

4. Receipt. Associate’s receipt of Protected Information pursuant to this Licensure Agreement shall be deemed to occur as follows, and Associate’s obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the Licensure Agreement

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _________________

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]

______________________________
______________________________
______________________________