



Dear West Virginia Provider,

The West Virginia Health Information Network (WVHIN) has been providing comprehensive health information exchange (HIE) services since 2012 utilizing Truven Health Analytics as its technology vendor. Instead of continuing to provide services as a stand-alone entity, the WVHIN has partnered with the Chesapeake Regional Information System for our Patients (CRISP), the HIE serving Maryland and the District of Columbia (DC). This partnership will allow West Virginia to:

- Improve HIE technologies available to serve West Virginia patients, providers and other stakeholders
- Take advantage of the favorable economics of sharing HIE infrastructure technologies
- Benefit patients who move across borders for care
- Provide the services of one of the most successful HIEs in the country to West Virginians

This participation agreement reflects our new partnership with CRISP and the services available thereunder including a new service called Encounter Notification Service (ENS). ENS will enable participating providers to receive real time notifications when their patients undergo significant health events such as emergency room visits, hospital admissions or discharges.

We are excited about this partnership and we look forward to bringing these valuable services to you and your patients.

For questions or additional information, contact the WVHIN at 304 558-4503 or info@wvhin.org.

Sincerely,

A handwritten signature in blue ink that reads 'Sonia D. Chambers'.

Sonia D. Chambers
Interim Chief Operations Officer

WVHIN PARTICIPATION AGREEMENT

West Virginia Health Information Network
Health Information Exchange
Participation Agreement

This Participation Agreement (this "Agreement") is made and entered into as of the Effective Date defined below, between the West Virginia Health Information Network, with a principal place of business located at 100 Dee Drive, Charleston, West Virginia 25311 ("WVHIN"), and the following Participating Organization:

Participating Organization: _____
(Legal Name)

DBA Name (if applicable): _____

Facility Type: _____
(Ambulatory, FQHC, Home Health, Hospital, Long Term Care, Mental Health, Other – please specify)

Website (if applicable): _____

NPI Number: _____

Participant Type:

- Check ALL that apply:
- Full Service
 - Data User
 - WVDirect
 - WV e-Directive Registry
 - Encounter Notification Service

Designated Contact/Site Administrator: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Privacy and Security Officer: _____

Phone: _____ Email: _____

Please provide a list of all facilities and locations covered under this WVHIN Participation Agreement. A form is included for your use or you may provide your own listing.

IN CONSIDERATION of the mutual conditions, promises, and covenants contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WVHIN and the Participating Organization agree as follows:

1. Background. The WVHIN is a public-private partnership created by the West Virginia Legislature to develop and operate a statewide Health Information Exchange that provides for the secure exchange of Protected Health Information. The Participant desires to enroll in the WVHIN's Health Information Exchange to improve the quality, efficiency, and cost-effectiveness of its health care delivery in West Virginia, all in accordance with this Agreement, the Terms and Conditions contained in the respective attachments to this Agreement, and the WVHIN's Policies and Procedures, all of which are incorporated by reference herein in their entirety.

2. Terms and Conditions. The term of this Agreement shall start on the Effective Date. The Effective Date shall be the last date on which either the WVHIN or the Participant signs this Agreement. This Agreement shall continue in effect until terminated as described in the Terms and Conditions contained in this Agreement.

3. Participating Organization Activity. A Participating Organization, based on its registered Participant Type, may enroll in the Health Information Exchange, subject to this Agreement and its corresponding attachments and any addenda as may be applicable. A Participating Organization may disclose, exchange, and use Protected Health Information only for a Permissible Purpose through the Health Information Exchange. A Participating Organization may disclose, exchange, and use Protected Health Information through its subscription to WVDirect, which is a secure electronic messaging platform operated as a separate service from the Health Information Exchange. A Participating Organization may access and use Patient advance directive forms, Physicians Orders for Scope of Treatment (POST) forms, and do not resuscitate cards through its subscription to the WV e-Directive Registry. Organizations which are Covered Entities under HIPAA, or other entities approved by the WVHIN, may subscribe separately to the Encounter Notification Service, WVDirect, and/or the WV e-Directive Registry.

4. Full Service. A Full Service Participant is an entity that may disclose, exchange, and use Protected Health Information for a Permissible Purpose through the Health Information Exchange. A Full Service Participant is automatically subscribed to both the WV e-Directive Registry and the Encounter Notification Service through the Exchange, as well as to WVDirect, a service separate from the Exchange. This Agreement includes and incorporates by reference:

- | | | |
|-----|---------------|---|
| 4.1 | Attachment A1 | [Terms and Conditions]; |
| 4.2 | Attachment A3 | [WVDirect Subscription Agreement, if applicable]; |
| 4.3 | Attachment B | [Glossary]; |
| 4.4 | Attachment C | [Business Associate Agreement]; |

- 4.5 Attachment D [Security Requirements];
- 4.6 Attachment E [Fee Schedule];
- 4.7 Any project addenda attached to this Agreement and signed by the WVHIN and the Full Service Participant; and
- 4.8 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to enroll as a Full Service Participant and has made such selection on page one of this Agreement, then Paragraphs 5, 6, 7, and 8 are not applicable.

5. Data User. A Participant enrolled as a Data User will access, receive, and use Protected Health Information for a Permissible Purpose through the Health Information Exchange. A Data User does not routinely disclose Protected Health Information to the Health Information Exchange, although it may upload selected documents to the Exchange. A Data User is automatically subscribed to both the WV e-Directive Registry through the Exchange, as well as to WVDirect, a service separate from the Exchange. This Agreement includes and incorporates by reference:

- 5.1 Attachment A2 [Terms and Conditions];
- 5.2 Attachment A3 [WVDirect Subscription Agreement, if applicable];
- 5.3 Attachment B [Glossary];
- 5.4 Attachment C [Business Associate Agreement];
- 5.5 Attachment D [Security Requirements];
- 5.6 Attachment E [Fee Schedule];
- 5.7 Any project addenda attached to this Agreement and signed by the WVHIN and the Data User Participant; and
- 5.8 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to enroll as a Data User and has made such selection on page one of this Agreement, then Paragraphs 4, 6, 7, and 8 are not applicable.

6. WVDirect. Any Organization which is a Covered Entity, or other entity approved by the WVHIN, may separately subscribe to the WVDirect service. WVDirect's messaging platform is operated as a service that is separate and distinct from the Health Information Exchange. This Agreement includes and incorporates by reference:

- 6.1 Attachment A3 [WVDirect Subscription Agreement];
- 6.2 Attachment B [Glossary];
- 6.3 Attachment C [Business Associate Agreement];
- 6.4 Attachment D [Security Requirements];
- 6.5 Attachment E [Fee Schedule]
- 6.6 Any project addenda attached to this Agreement and signed by the WVHIN and the WV Direct Subscriber; and
- 6.7 WVHIN Policies and Procedures found at: www.wvhin.org

If an Organization has chosen to separately subscribe to the WVDirect service and has made such selection on page one of this Agreement, then this Paragraph 6 is applicable.

7. WV e-Directive Registry. Any Participant which is a Covered Entity, or other entity approved by the WVHIN, may separately subscribe to the WV e-Directive Registry. This Agreement includes and incorporates by reference:

- 7.1 Attachment A4 [WV e-Directive Registry Subscription Agreement];
- 7.2 Attachment B [Glossary];
- 7.3 Attachment C [Business Associate Agreement];
- 7.4 Attachment D [Security Requirements];
- 7.5 Attachment E [Fee Schedule]
- 7.6 Any project addenda attached to this Agreement and signed by the WVHIN and the WV e-Directive Registry enrollee; and
- 7.7 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to separately subscribe to the WV e-Directive Registry and has made such selection on page one of this Agreement, then this Paragraph 7 is applicable.

8. Encounter Notification Service. Any Participant which is a Covered Entity, or other entity approved by the WVHIN, may separately enroll in the Encounter Notification Service. This Agreement includes and incorporates by reference:

- 8.1 Attachment A1 [Terms and Conditions];
- 483 Attachment B [Glossary];
- 8.4 Attachment C [Business Associate Agreement];
- 8.5 Attachment D [Security Requirements];
- 8.6 Attachment E [Fee Schedule];
- 8.7 Any project addenda attached to this Agreement and signed by the WVHIN and the Full Service Participant; and
- 8.8 WVHIN Policies and Procedures found at: www.wvhin.org

If a Participant has chosen to separately enroll in the Encounter Notification Service and has made such selection on page one of this Agreement, then this Paragraph 8 is applicable.

9. A Participant or Subscriber may amend its election of services above by providing written notice of same to the WVHIN, and by executing any additional documents as set forth above.

By signing this Agreement, the undersigned represents that he or she has received and read this Agreement, and its corresponding attachments, as well as the WVHIN's Policies and Procedures, and that he or she is authorized to sign this Agreement on behalf of the identified Participant/Covered Entity/other approved entity.

WEST VIRGINIA HEALTH INFORMATION NETWORK

By: _____

Name: _____

Title: _____

Date: _____

PARTICIPATING ORGANIZATION/COVERED OR OTHER APPROVED ENTITY

By: _____

Name: _____

Title: _____

Date: _____

Return completed Participation Agreement to:

WVHIN
100 Dee Drive
Charleston, WV 25311

OR info@wvhin.org OR Fax: 304.558.2734

For questions regarding this form, please contact the WVHIN at 304.558.4503 or info@wvhin.org.



Please list all facilities and locations covered under this WVHIN Participation Agreement

(defined as a single organized health care arrangement under 45 C.F.R. Part 160)

Facility Name	Address	City	State	Zip	County	Phone
1						
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You may include your own list.