

WVHIN PARTICIPATION AGREEMENT FOR HEALTH PLANS

West Virginia Health Information Network
Health Information Exchange
Full Service 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): _____

Website (if applicable): _____

NPI Number: _____

Designated Contact/Site Administrator: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Privacy and Security Officer: _____

Phone: _____

Fax: _____

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. For Health Plans, the only Permissible Purposes are for Payment and Health Care Operations (as those terms are further defined in the WVHIN's Policies and Procedures). A Participating Organization may disclose, exchange, and use Protected Health Information through a subscription to WVDirect, which is a secure electronic messaging platform operated as a separate service from the Health Information Exchange. Organizations which are Covered Entities under HIPAA, or other entities approved by the WVHIN, may subscribe to Encounter Notification Services and WVDirect.

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 may subscribe to 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 A/HP [Terms and Conditions];
- 4.3 Attachment B/HP [Glossary];
- 4.4 Attachment C/HP [Business Associate Agreement];
- 4.5 Attachment D/HP [Security Requirements];
- 4.6 Attachment E/HP [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

5. 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 required.

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/HEALTH PLAN

By: _____

Name: _____

Title: _____

Date: _____