

**ATTACHMENT G / HEALTH CARE PROVIDER  
SUBSTANCE USE MONITORING PROGRAM  
GATEWAY SUBLICENSE AGREEMENT**

This Attachment G shall set forth additions, clarifications, and changes to the terms and conditions set forth in the WVHIN Participation Agreement, as appropriate, for the Participating Organization identified below:

---

*(Legal Name and DBA Name, if applicable)*

**Overview**

The Controlled Substances Monitoring Gateway Service is a service of the West Virginia Health Information Network, Inc. (WVHIN) that facilitates the transmission of requests for, and retrieval of, controlled substance prescription-related information, including information from the West Virginia Controlled Substance Monitoring Program (CSMP), as well as certain related analytic services such as NarxCare. All users of the Gateway Service must be in strict compliance with the terms of this Sublicense Agreement and with all applicable local, state, and federal law.

**Terms and Conditions**

By signing below, your healthcare organization, its officers, directors and employees, agree to the following terms and conditions:

1. Only validly licensed health care practitioners and pharmacists that are authorized to access, use, or transmit PHI and that are authorized to access prescription monitoring programs in order to perform their job duties are eligible to become an Authorized User of the Gateway Service. Business and professional licenses must be kept current in order to remain eligible to access the Gateway Service. Your organization agrees to provide an initial list of Authorized Users that are assigned to these licenses via a document/spreadsheet provided by the WVHIN.
2. Each individual health care practitioner and pharmacist shall be responsible for all activities associated with the Gateway Service Authentication Information assigned to him or her.
3. The Participant's Point of Contact shall notify the HIE immediately of any Workforce changes that require a change in Authorized User status with access to the Gateway Service.
4. The Gateway Service is to be used solely in connection with the treatment of current patients and for the purpose of determining whether or not to accept a prospective patient and provide treatment. The Gateway Service

must not be used for any other purpose, including but not limited to, unauthorized commercial purposes, e-mail spamming, or marketing.

5. Your organization will encourage best practices for patient privacy protections related to the use of the Gateway Service. In doing so, your organization will vigorously enforce the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) Privacy and Security Rules, including, without limitation, maintaining the confidentiality and security of PHI; implement administrative, technical, and physical safeguards to prevent unauthorized access, use, and transmission of PHI; only access, use, or disclose PHI as authorized by the patient; mitigate any risks associated with an unauthorized access, use, or disclosure of PHI; require any subcontractors that receive, use, or have access to PHI to comply with the Privacy and Security Rules; and disclose only the minimum PHI necessary for the purpose for which it is disclosed. You will also comply with any data retention laws and rules of each state whose prescription data is obtained through the Gateway Service.
6. In connection with HIPAA and HITECH enforcement measures, your organization will strive to minimize the risk of participation in the Gateway Service by other sublicensees by carefully monitoring use of your computers. Your organization agrees not to engage in unlawful, objectionable, or malicious conduct or activities related to the Gateway Service, or the Gateway Service servers, including but not limited to, the transmission or distribution of viruses, computer worms, Trojan horses, malicious code, denial of service attacks, unsolicited commercial e-mail, or the like; the unauthorized entry to any other machine accessible via the Gateway Service; the unauthorized submission or transmission of data or material protected by a proprietary right of a third party; or the submission of otherwise objectionable information, material, or communications.
7. In accordance with WVHIN Policies, your organization will promptly notify WVHIN if there is a Breach of the security of your system that may in any way affect your Gateway Service.
8. Your organization will be solely responsible for prompt payment of all fees and charges associated with the Gateway Service. Initially, the fee may be subsidized by the State of West Virginia. In subsequent years, the WVHIN may charge an annual sublicense fee. Sublicenses are subscribed to on a yearly basis and shall be paid for in advance. The Gateway Service sublicensees may be billed separate from the WVHIN Connectivity Fee and may be prorated for a partial year. Invoices will be sent annually and at least 60 days from the annual renewal date. The annual invoice will reflect any sublicense fee changes. The term of this Sublicense Agreement will be automatically renewed for successive one-year periods unless written notice of termination is provided.

9. Your organization must not, directly or indirectly: (a) reverse engineer, disassemble, or decompile the Gateway Service or any portion thereof; (b) sublicense, rent, lease, or otherwise transfer the Gateway Service, or any portion thereof; (c) use the Gateway Service for any third-party use including, but not limited to, training of third parties, facilities management, time-sharing, service bureau use, or data processing; (d) publish any results of benchmark tests run on the Gateway Service; (e) attempt to circumvent or render inoperative any usage restriction features contained in the Gateway Service; (f) remove, obscure, alter, or move the licensors' proprietary notices or other notices on the Gateway Service or Documentation; or (g) to modify or alter any scores, reports, or information provided via Analytics products, including NarxCare.
10. Appriss, Inc. and the National Association of Boards of Pharmacy (NABP) are third party beneficiaries of this Sublicense Agreement. Your organization agrees (1) to indemnify the licensor, Appriss, and NABP for your use of the Gateway Service and NarxCare; (2) to not further sublicense, transfer, sell, disclose, export, or otherwise grant or permit access to or use of the Gateway Service to any other third party.
11. Your organization must maintain a Business Associate Agreement with the WVHIN during the term of this Sublicense Agreement (WVHIN Participation Agreement).
12. Your organization agrees to track and document its access to and use of the Gateway Service.
13. The WVHIN will maintain a list of Authorized Users for auditing purposes on your organization's behalf.
14. Your organization warrants that it is not currently under formal investigation, indictment, or prosecution, and has not been convicted, disciplined, or sanctioned over the last five years by any governmental entity or self-regulation program for violation of any government statutes, rules, or regulations under or related to health care, drugs, or criminal acts. You agree to inform the WVHIN if your organization becomes the subject of an investigation, indictment, prosecution, conviction, or disciplinary or sanction order, promptly after learning of such investigation, indictment, prosecution, conviction, or order. You also agree to promptly inform the WVHIN if your organization is involved in a merger, acquisition, or cessation of business.
15. Your organization agrees to keep and maintain complete, accurate, and continuous records regarding any activities and/or payments arising under this Sublicense Agreement for a period of three (3) years following the end of the calendar year to which they pertain. The WVHIN, Appriss (or its representative), may upon reasonable notice during normal business hours,

audit and copy the records kept by your organization, and interview your staff in connection with this Sublicense Agreement at the source where such records are kept.

16. The WVHIN reserves the right to deny or remove access to the Gateway Service for any violation of the terms of this Agreement, or for failure to pay any associated fees and charges.
17. The WVHIN or the Gateway Subscriber may terminate this Agreement at any time without cause upon written notice to the other. In the event of any termination of this Agreement for any reason, all sublicense fees and charges paid prior to termination shall be non-refundable.

**Annual Cost Per Sublicense (until otherwise notified):**           \$0          

By signing below, your organization has chosen to participate in the Controlled Substances Monitoring Gateway Service offered by the WVHIN. This Attachment G shall be effective on the last dated signature below.

**WEST VIRGINIA HEALTH INFORMATION  
NETWORK, INC.**

**PARTICIPATING ORGANIZATION**

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*