

## **ATTACHMENT H / HEALTH CARE PROVIDER QUALIFIED SERVICE ORGANIZATION AGREEMENT**

This Addendum amends the WVHIN Participation Agreement (the "Participation Agreement") between West Virginia Health Information Network, Inc. ("WVHIN") and

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(the "Program"), a facility that provides federally assisted substance use disorder diagnosis, treatment or referral within the meaning of 42 C.F.R. Part 2 ("Part 2") and adds a Qualified Service Organization Agreement (the "QSOA") to the Participation Agreement. The Program and WVHIN shall collectively be known herein as the "Parties."

WHEREAS, the Program wishes to obtain, and WVHIN is willing to provide, certain services to the Program, as described below, and in order to do so, WVHIN must have access to Part 2 Information, as defined below.

WHEREAS, in providing services for the Program, WVHIN will serve as a "qualified service organization" ("QSO") of the Program as defined in the Confidentiality of Substance Use Disorder Patient Records regulations, 42 C.F.R. Part 2, as amended; and

WHEREAS, 42 C.F.R. Part 2 permits the exchange of information to support services provided to a substance use disorder treatment program but prohibits broader sharing of information without patient consent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. Definitions

(a) "Part 2 Information" means information protected by 42 C.F.R. Part 2, as more specifically set forth at 42 C.F.R. §§ 2.11 and 2.12(a).

(b) "Consent" means a patient's written consent to disclosure of Part 2 Information that conforms with the requirements for valid patient consent set forth in 42 C.F.R. § 2.31.

### 2. Services to be Performed

(a) As a QSO for the Program, the Program will provide WVHIN with the following Part 2 Information, which the Parties agree is necessary for WVHIN to provide services (as defined below) to the Program: demographic panels of current patients as necessary for the

provision of WVHIN services. Current patients are those individuals that have a treatment relationship with the Program as defined in the WVHIN Participation Agreement. The Program will not provide any additional Part 2 Information without prior agreement from WVHIN, and WVHIN shall not have any responsibility for protecting Part 2 Information given to WVHIN without prior agreement.

(b) WVHIN shall provide Encounter Notification Services (ENS) and Clinical Query Services consistent with the restrictions imposed in 42 C.F.R. Part 2. ENS will enable the Program to receive near real-time alerts when a patient has a significant health care encounter at a Participating Organization. The WVHIN Clinical Query Portal displays patient-specific clinical information, such as labs, radiology reports, and discharge summaries, from a variety of sources in a single view. WVHIN will take measures to prevent Part 2 Information received from the Program from being made available to other Participants, including identifying that an individual is or has been a patient of the Part 2 Program.

(c) The Program must be compliant with all provisions of the WVHIN Participation Agreement and WVHIN Policies and Procedures. The Program will have access only to the WVHIN ENS and clinical information, as specific in this Addendum, and not to other services unless the Parties agree otherwise in writing.

(d) This Addendum does not provide for, or authorize, the disclosure of Part 2 Information without patient Consent for purposes other than the performance by WVHIN of the Services described in Section 2 and WVHIN administrative services, as described in the Participation Agreement.

### 3. Compliance with 42 C.F.R. Part 2

(a) WVHIN agrees that, in receiving, maintaining, processing, or otherwise using any Part 2 Information received from the Program, it is bound by 42 C.F.R. Part 2.

(b) WVHIN agrees that it shall use and disclose Part 2 Information only as necessary to perform the services described in Section 2(b) and related administrative services for the Program or as otherwise permitted by 42 C.F.R. Part 2.

(c) WVHIN agrees that it shall resist any efforts in judicial proceedings to obtain access to the Part 2 Information except as permitted by 42 C.F.R. Part 2.

(d) WVHIN agrees to use appropriate administrative, technical, and physical safeguards to protect the privacy of Part 2 Information, including maintaining written records in a secured room or locked file cabinet, safe, or similar container when not in use. With respect to electronic Part 2 Information, WVHIN agrees to comply with the standards

applicable to electronic health information set forth in the HIPAA Security Rule. See Subpart C of 45 C.F.R. Part 164.

(e) WVHIN shall require any contract agent, including a subcontractor, assisting it in providing services under this Addendum to execute an agreement requiring the contract agent to comply with 42 C.F.R. Part 2 in receiving, maintaining, processing, or otherwise using any Part 2 Information.

4. Additional Terms

(a) This Addendum will terminate automatically upon termination of the Participation Agreement. In addition, either Party may terminate this Addendum upon 30 days prior written notice to the other Party.

(b) Upon termination of this Addendum for any reason, WVHIN shall return or destroy all Part 2 Information received from the Program, including those in the possession of contract agents of WVHIN. In the event WVHIN determines that such return or destruction of Part 2 Information is infeasible, WVHIN shall notify the Part 2 Participant of the conditions which make such return or destruction infeasible. To the extent that WVHIN retains Part 2 Information disclosed under this Addendum after the termination of this Addendum, the obligations set forth in this Addendum to protect the Part 2 Information survive the termination of the Addendum.

(c) Any notices concerning this Addendum shall be provided as specified in the Participation Agreement.

By signing below, your organization has chosen to participate in the WVHIN's services as a Part 2 Participant described above. This Addendum 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*

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