

WVHIN PARTICIPATION AGREEMENT FOR HEALTH CARE PROVIDERS

West Virginia Health Information Network, Inc.
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, Inc. with a principal place of business located at 101 Washington Street East, Suite 124, Charleston, West Virginia 25301 ("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)

Address: _____

Phone: _____ County: _____

Website *(if applicable)*: _____

NPI Number: _____ Tax Identification Number: _____

EHR Vendor/Product: _____

Point of Contact(s) for communication and credentialing:

Primary: _____ Secondary: _____
(optional)

Title: _____ Title: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

Privacy/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 private West Virginia nonprofit corporation organized to become a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. WVHIN operates a statewide, interoperable Health Information Exchange (“HIE”) serving West Virginia, and is the entity created to carry on these activities pursuant to the mandate of West Virginia House Bill 2459 for those periods on and after January 1, 2018. As an HIE, WVHIN provides for the secure exchange of Protected Health Information (“PHI”) to improve the quality, efficiency, and cost-effectiveness of 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. This Agreement sets forth the terms and conditions under which Participant, together with other Participating Organizations that sign an agreement in substantially the same form as this Agreement, or such other form as is deemed appropriate by WVHIN for non-health care providers, such as payers, care management organizations, government agencies, or other HIE’s (collectively, “Participants”) will access and utilize the HIE and WVDirect, as defined in this Agreement or the Participation Agreement with other Participants and as provided by WVHIN.

3. Participating Organization Activity. A Participating Organization shall be enrolled in the HIE, subject to this Agreement and its corresponding attachments and any addenda as may be applicable. A Participating Organization may disclose, exchange, and use PHI only for a Permissible Purpose through the Health Information Exchange. Permissible Purposes shall be identified in the WVHIN’s Policies and Procedures. A Participating Organization may also disclose, exchange, and use PHI through WVDirect, which is a secure electronic messaging platform operated as a separate service from the HIE available to the Participating Organization upon request.

4. Full Agreement. This Agreement includes and incorporates by reference the following Attachments:

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|-----|--------------|--|
| 4.1 | Attachment A | [Terms and Conditions]; |
| 4.2 | Attachment B | [Glossary]; |
| 4.3 | Attachment C | [Business Associate Agreement]; |
| 4.4 | Attachment D | [Fee Schedule]; |
| 4.5 | Attachment E | [Optional Service - Care Management Organization Affiliation]; |
| 4.6 | Attachment F | [Optional Service – Clinical Messaging]; |

- 4.7 Attachment G [Optional Service – Substance Use Monitoring Program];
- 4.8 Attachment H [Qualified Service Organization Agreement for 42 C.F.R. Part 2 Providers];
- 4.9 Attachment I [Optional Service – Data Sharing Authorization];
- 4.10 Any additional addenda executed between WVHIN and Participant
- 4.11 WVHIN Policies and Procedures found at: www.wvhin.org

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.

WEST VIRGINIA HEALTH INFORMATION NETWORK, Inc.

Signature of Authorized Representative

Printed Name

Title

Date

PARTICIPATING ORGANIZATION

Signature of Authorized Representative

Printed Name

Title

Date

Return completed Participation Agreement to:

WVHIN

101 Washington St E

OR

info@wvhin.org

OR

Fax: 681-265-3898

Suite 124

Charleston, WV 25301

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