ADDENDUM TO CRISP PARTICIPATION AGREEMENT
AND
QUALIFIED SERVICES ORGANIZATION AGREEMENT

This Addendum amends the HIE Participation Agreement (the "Participation Agreement") between Chesapeake Regional Information System For Our Patients **(**"CRISP**")** and _____(the "Program"), a facility that provides alcohol or drug abuse diagnosis, treatment or referral within the meaning of 42 C.F.R. Part 2 ("Part 2") and adds a Qualified Services Organization Agreement (the "QSOA") to the Participation Agreement. The Program and CRISP shall collectively be known herein as the "Parties."

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

WHEREAS, in providing services for the Program, CRISP will serve as a "qualified services organization" of the Program as defined in the Confidentiality of Alcohol and Drug Abuse 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:

I. 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.

II. SERVICES TO BE PERFORMED

A. As a QSO for Program, the Program will provide CRISP with the following Part 2 Information, which the Parties agree is necessary for CRISP to provide services (as defined below) to the Program: demographic panels of current patients as necessary for the provision of CRISP services. Current patients are those individuals that have a treatment relationship with the Program as defined in the CRISP Participation Agreement. The Program will not provide any additional Part 2 information without prior agreement from CRISP, and CRISP shall not have any responsibility for protecting Part 2 information given to CRISP without prior agreement.

B. CRISP shall provide ENS, Clinical Query Portal, and Reporting Services consistent with the restrictions imposed in 42 C.F.R. Part 2. *(ENS enables the Program to receive real-time alerts when a patient is hospitalized, consistent with the applicable CRISP Use Case. The CRISP Clinical Query Portal (the "Portal") displays patient-specific clinical information, such as labs, radiology reports, and Prescription Drug Monitoring Program medications, from a variety of sources in a single view. CRISP Reporting Services enables a program to access*

hospital utilization and cost data for their patients. CRISP will take measures to prevent Part 2 Information received from the Program from being made available to other Participants, including the fact that an identified individual is or has been a patient of the Part 2 Program.

C. The Program must be compliant with all provisions of the CRISP Participation Agreement, the CRISP Policies and Procedures and the CRISP services or Use Cases. The Program will have access only to the agreed upon CRISP services or Use Cases as specific in this and any other Addenda to the Participation Agreement, and not to other services or Use Cases of CRISP, 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 CRISP of the Services described in Section B and CRISP administrative services, as described in the Participation Agreement.

III. COMPLIANCE WITH 42 C.F.R. PART 2.

A. CRISP 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. CRISP agrees that it shall use and disclose Part 2 Information only as necessary to perform the services described in II B and related administrative services for the Program or as otherwise permitted by 42 C.F.R. Part 2.

C. CRISP 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. CRISP 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, CRISP 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. CRISP shall require any contract agent 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.

IV. 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. To the extent that CRISP 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. This Addendum supersedes and replaces any and all Qualified Services Organization Agreements that the Program and CRISP may have entered into prior to the date of this Addendum.

D. Any notices concerning this Addendum shall be provided as specified in the Participation Agreement.

The Parties have entered into this Addendum effective as of the _____ day of _____, 20__.

AGREED TO:

_____
Name of Participating Organization

For the Covered Program:

_____
Name of Covered Program

_____
Signature

_____
Name

_____
Title

_____
Date

For CRISP:

_____
Signature

Brandon Neiswender
_____
Name

Chief Operating Officer
_____
Title

_____
Date