

**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 ENS and CRISP Query Portal services to the Program and the sharing, with patient consent, of certain encounter, clinical and demographic information, as both are described below, 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 QSOA 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 patient panels as necessary for the ENS services and patient encounter, clinical and demographic information to be shared under patient consent, as described in Sections B and C respectively. Program will not provide and CRISP will not request and further disclose Part 2 Information.

B. CRISP shall provide Encounter Notification Service (ENS) and access to the CRISP Clinical Query Portal (the “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 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 Program Part 2.

C. Using Consent2Share software, CRISP has developed a means to capture patient consent, obtained by the Program, to the sharing of clinical information through an online consent repository maintained by CRISP. The repository is accessible only to care providers covered by the patient consent, identified by National Provider Number ("NPI"). Clinical information will be made available in a read only CCD or similar format on a query basis to such providers, along with the mandated notice of restrictions on redisclosure.

D. The Program must be compliant with all provisions of the CRISP Participation Agreement, the CRISP Policies and Procedures and the CRISP ENS Use Case. The Program will have access only to the CRISP ENS service and the Portal, as specific in this Addendum, and not to other services or Use Cases of CRISP, unless the Parties agree otherwise in writing.

E. 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 Sections B and C 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 C 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 \_\_\_\_\_.

**AGREED TO:**

**For** \_\_\_\_\_ :

**For CRISP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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