

**IDAHO DEPARTMENT OF HEALTH AND WELFARE
DIVISION OF BEHAVIORAL HEALTH
IDAHO WEB INFRASTRUCTURE FOR TREATMENT SERVICES (WITS)
SUBSTANCE USE DISORDER SERVICES (SUDS)
PROVIDER AGENCY AGREEMENT**

1. **Purpose.** This Agreement is entered into by and between the State of Idaho, Department of Health and Welfare, Division of Behavioral Health (hereinafter "DBH") and _____ (hereinafter "Provider").

Whereas, DBH owns and operates an Electronic Health Record (EHR) system, Web Infrastructure for Treatment Services (WITS) that is available for use by various entities, including substance use disorder treatment and recovery support services providers.

Whereas, the Idaho Supreme Court (Problem Solving Courts), Idaho Department of Correction, Idaho Department of Juvenile Corrections and DBH have chosen WITS as the statewide data collection and management system, as well as the EHR system for state funded substance use disorder services in Idaho.

Whereas, Provider is a substance use disorders services provider agency that utilizes the electronic health record services provided by DBH through WITS.

Whereas, in connection with those services, Provider information entered into WITS by Provider may include client information that is subject to protection under federal laws governing the confidentiality of alcohol and drug abuse client records and/or protected health information.

Whereas, DBH must have in place Administrative Safeguards, Technical Safeguards, and Physical Safeguards to protect the privacy and confidentiality of information stored in WITS.

Whereas, the parties agree to comply with safeguards and applicable requirements for the confidentiality of alcohol and drug abuse client records and/or protected health information.

NOW, THEREFORE, the parties agree as follows with respect to WITS operations:

2. **Definitions**

2.1 "Agency WITS Administrator". Individual(s) from Provider Agency who has the responsibility to oversee WITS for the agency and is the agency contact for DBH. The Agency WITS Administrator manages access to WITS according to DBH policy and has responsibility for granting and removing access privileges to/from users in the agency with assistance from DBH as needed.

2.2 "Confidentiality". A condition in which information is shared or released in a controlled manner.

2.3 "Electronic Health Record". Protected digital health record housed in a secure digital space (web-hosted) accessible only by authorized persons.

- 2.4 "Electronic Health Information". A computerized format of health-care information that is used for the same purposes as paper records, namely to familiarize readers with the client's status, to document care, to determine reimbursement rates, to justify reimbursement claims and to measure outcomes of the care process.
- 2.5 "Idaho Web Infrastructure Treatment Services". WITS is an open-source, web-based clinical and administrative system for use by substance use disorder treatment and recovery support services providers.
- 2.6 "Network Provider". A treatment or recovery support services provider who has been approved by the Department and is contracted with the Department's Management Services Contractor.
- 2.7 "Privacy". An individual's desire to limit the disclosure of personal information.
- 2.8 "Security". Measures to protect the confidentiality, integrity and availability of information and the information systems used to access it.
- 2.9 "State Funded Substance Use Disorder Services". Refers to the services funded or delivered by the Idaho Supreme Court (Problem Solving Courts), Idaho Department of Correction, Idaho Department of Juvenile Corrections and DBH.
- 2.10 "Substance Use Disorder Services Provider Agency". A treatment or recovery support services provider who has been approved by the Department under IDAPA 16.07.20 "Alcohol and Substance Use Disorders Treatment and Recovery Support Services Facilities and Programs".

3. General

- 3.1 All information and data from the Provider is owned by the Provider. DBH has ownership of WITS data and information obtained through conducting normal business practices.
- 3.2 Provider shall utilize the WITS system for all clients receiving state funded substance use disorder services and shall be required to enter demographic, treatment, billing, outcome information and any other information needed to satisfy Federal and State reporting requirements. Provider may utilize the WITS system as their EHR for Medicaid funded and private pay clients; however, costs of producing or testing an interface between WITS and any other system will be the sole responsibility of the provider.
- 3.3 DBH acknowledges that in receiving, storing, processing or otherwise dealing with any information received from the Provider identifying or otherwise relating to the clients receiving services from the provider, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 (42 CFR) and/or the Health Insurance Portability and Accountability Act (HIPAA), to the extent such regulations respectively apply to such Provider information ("Protected Client Information" or "PCI"); and DBH may not use or disclose PCI except as permitted or required by this Agreement or by law.

- 3.4 Provider acknowledges that, as a substance use disorders services provider agency, it is fully bound by the provisions of 42 CFR and/or HIPAA, to the extent such regulations respectively apply to such Provider PCI; and Provider will not use or disclose such PCI via WITS except as permitted or required by law; nor will Provider request or require DBH to use or disclose such PCI except as permitted by law.
- 3.5 Provider acknowledges and accepts that the WITS helpdesk services is not sold but is provided as a free service for the convenience of the provider, without representation or warranty of any kind, and as such no liability will be taken for advice and assistance given to the provider where the provider or representatives deem that advice to be inappropriate or incorrect. DBH and the WITS helpdesk accept no responsibility for any loss that may be suffered by any provider who relies totally or partially on information imparted by the WITS helpdesk to make the service workable in the providers' environment. DBH and the WITS helpdesk will not be liable to the provider or any other persons or entity with respect to any liability, loss or damage caused or alleged to be caused either directly or indirectly by WITS or the WITS helpdesk. DBH reserves the right to protect helpdesk staff from any form of abuse by withdrawing the helpdesk service from the customer at any time deemed fit by DBH.
- 3.6 Authorization from the DBH is required to access the WITS system. Access to the system will be dependent upon the Provider's role within the Substance Use Disorders delivery system.
- 3.7 The nature and extent of authorized access to WITS shall be determined by (a) legitimate need to fulfill job responsibilities; (b) local/state/federal/funding requirements; (c) confidentiality requirements; and (d) security requirements. Individuals with access to WITS are responsible for all actions and transactions occurring during their use of WITS.
- 3.8 This Agreement shall be governed and construed in accordance with DBH policy and the laws of the State of Idaho.

4. DHW Responsibilities

- 4.1 DBH agrees to make available to a new Provider necessary training and other reasonable technical assistance, including helpdesk support, concerning the use of the WITS system.
- 4.2 DBH agrees to provide user guidance documents on the functionalities and processes for using WITS.
- 4.3 DBH shall establish policies, procedures and/or processes for Administrative, Technical, and Physical Safeguards to protect the privacy and confidentiality of information stored in WITS.
- 4.4 DBH shall provide security of data through the protection of user files and system resources from intentional or unintentional loss, damage, inappropriate access and unauthorized disclosure or use of confidential or private information.
- 4.5 DBH shall monitor audit trails to ensure that users are following DBH policies and procedures and adhering to privacy and confidentiality standards.

5. Provider Responsibilities

- 5.1 Provider agrees to designate two staff (one primary and one back up) to serve as the Agency WITS Administrator unless otherwise specified by DBH.
- 5.2 Provider agrees to adhere to policies, procedures and/or processes established by DBH as Administrative, Technical, and Physical Safeguards to protect the privacy and confidentiality of information stored in WITS.
- 5.3 Provider shall be responsible for oversight of individual users granted access through or on behalf of the Provider.
- 5.4 Provider shall be responsible for keeping their data comprehensive and updated. For information that cannot be included in the electronic record, a paper record will be maintained as an adjunct to the electronic record. All documents generated by the provider that require signatures shall include the appropriate original or electronic signatures.
- 5.5 Provider shall be responsible for the establishment, costs, maintenance and support needed for Internet services and other hardware or software needed to use WITS for their agency

6. Effective Date and Term of the Agency Agreement

- 6.1 This Agreement is effective when it is signed by all parties, or at a later date as specified in an amendment.
- 6.2 The Provider shall not have access to WITS until the Agreement is effective.
- 6.3 This Agreement shall automatically continue from year to year thereafter unless terminated by either party as provided in this Agreement.

7. Termination

- 7.1 This agreement may be terminated by either party without cause by giving thirty (30) days' notice in writing to the other party.
- 7.2 This agreement shall be terminated immediately if the Provider's facility approval is denied, revoked, not renewed, or is otherwise not in effect. The provider may:
 - a) Retain read-only access to client records in WITS; or
 - b) Request DBH to provide data for migration into another system selected by Provider or for archiving. Any costs associated with data migration will be the sole responsibility of the Provider.
- 7.3 DBH reserves the right to revoke access to WITS at any time for failure on the part of the Provider to comply fully with any and all guidelines governing the use WITS.
- 7.4 In the event that the Provider terminates from the Provider Network but maintains facility approval, the Provider may:

- a) Retain access to WITS as long as DBH approval is maintained. DBH reserves the right to negotiate a cost sharing fee for continued use; or,
- b) Retain read-only access to client records in WITS; or,
- c) Terminate this agreement and request DBH to provide data for migration into another system selected by Provider or for archiving. Any costs associated with data migration will be the responsibility of the Provider.

The undersigned have read and understand this Provider Agency Agreement, and agree to be bound by its terms.

Idaho Department of Health and Welfare, Division of Behavioral Health:

Print Name: Jamie Teeter	Title: Program Manager, QA and Automation
Signature: 	Date Signed: September 15, 2013

Provider:

Agency Name:	
Print Name:	Title:
Signature:	Date Signed: