

Exhibit B

Message Content: Specially Protected Information.

Permitted Purpose: Any use permitted by 42 CFR Part 2, the relevant state mental health code or other state or federal privacy laws.

Additional Terms:

1. If Participant is subject to HIPAA, and as a result of the Agreement, HIN meets the definition of Business Associate or subcontractor Business Associate of Participant, or vice versa, the terms of Attachment A-1 to Exhibit A shall apply.
2. If Participant is not subject to HIPAA, Participant will use commercially reasonable efforts to comply with the material provisions of HIPAA.
3. The Parties will use commercially reasonable efforts to comply with the CARIN Alliance Code of Conduct related to Message Content Transacted under this Exhibit.
4. To the extent Participant is sending HIN any Message Content subject to 42 CFR Part 2, the terms of the Qualified Service Organization Agreement, attached hereto as Attachment D-1, apply to this Exhibit D. Participant will provide HIN with a copy of the applicable patient consent.

Attachment B-1

This Qualified Service Organization Agreement (“Agreement”) is entered into by and between Participant and all of its affiliated and controlled healthcare organizations for the benefit its 42 CFR Part 2 facilities, units and providers, and HIN and applies to all services and relationships between Participant and HIN with respect to records within the meaning of 42 CFR Part 2.

Participant and HIN hereby enter into this agreement whereby HIN agrees to comply with 42 CFR Part 2 in its provision of Health Information Exchange services.

With respect to records within the meaning of 42 CFR Part 2, HIN agrees and acknowledges that:

1. Participant attests that it is Part 2 Facility within the meaning of 42 CFR Part 2;
2. HIN is acting as a Qualified Services Organization within the meaning of 42 CFR Part 2;
3. in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HIN identifying or otherwise relating to the patients ("protected information" as described in 42 CFR Part 2), it is fully bound by and will comply with the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Parts 142, 160, 162 and 164;
4. if necessary, it will resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and notify the Privacy Officer of Participant;
5. it is using appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
6. it has read and will comply with the provisions of Part 2 and will require all of its employees, agents, and subcontractors, as may be applicable, to comply with the provisions of Part 2 as they relate to information from Participant;
7. this Agreement will continue in effect for the duration of any activities pursuant to which HIN receives, stores, processes, or otherwise deals with patient information of Participant that is protected by the provisions of Part 2.