

WATERSHED HEALTH QUALITY

IMPROVEMENT PROGRAM

PARTICIPATION POLICIES

COMPLIANCE WITH THESE POLICIES AND PROCEDURES IS REQUIRED FOR PARTICIPATION IN THE WATERSHED HEALTH QUALITY IMPROVEMENT PROGRAM (THE “WHQIP ”). THESE POLICIES AND PROCEDURES DO NOT SUPPLANT OR PREEMPT ANY FEDERAL OR STATE LAWS APPLICABLE TO HEALTH CARE PROVIDERS, PAYORS, OR OTHER ENTITIES. FOLLOWING THESE POLICIES AND PROCEDURES DOES NOT PROTECT A PARTICIPANT FROM LIABILITY UNDER APPLICABLE LAW.

THE WHQIP DOES NOT MAKE MEDICAL, HEALTH CARE, OR OTHER CLINICAL DECISIONS, AND IS NOT A SUBSTITUTE FOR A HEALTH CARE PROVIDER’S PROFESSIONAL JUDGMENT. THE WHQIP IS INTENDED TO BE USED AS AN INFORMATION GATHERING TOOL TO AID HEALTH CARE PROVIDERS, PAYORS, AND OTHER PARTICIPANTS. WATERSHED HEALTH DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION MADE AVAILABLE FROM PARTICIPANTS THROUGH THE WHQIP. PARTICIPANT IS SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION MADE AVAILABLE THROUGH THE WHQIP , AND FOR MAKING ALL TREATMENT, EMERGENCY TREATMENT, CARE COORDINATION AND OTHER DECISIONS AFFECTING ITS PATIENTS OR ENROLLEES.

ADOPTED JULY 23, 2015

REVISED OCTOBER 8, 2017

I. BACKGROUND & PURPOSE

The Watershed Health Quality Improvement Program (“the WHQIP”) is a patient-centered platform designed to facilitate the transfer of information between individual Patients or Enrollees, health care providers, health plans, and other authorized participants. The WHQIP is intended to be used as a platform for health information exchange to help Patients and Enrollees create, receive, transmit and maintain their own medical information. The WHQIP is also intended to help health care providers, health plans, and other Participants coordinate the provision of health and medical care across the entire continuum of services and treatment settings.

To that end, these WHQIP Participation Policies (the “Policies”) establish baseline operating rules for Watershed Health, as the provider of health exchange services, and for Participants, as users of the WHQIP engaged in exchanging electronic health information. A Participant’s failure to comply with these Policies constitutes a breach of the WHQIP Participation Agreement and may result in termination of the agreement and denial of access to the WHQIP.

These Policies may be revised and updated periodically in response to changes in applicable laws and regulations, changes in technology and standards, or other factors affecting the WHQIP’s governance and operation. The current version of these Policies will be available on the Watershed Health website. Each Participant is responsible for ensuring it has, and is in compliance with, the most recent version.

II. DEFINITIONS

A. Conflict with Statutory Definition. Unless defined in this **Section II**, all terms used in these Policies that are specifically defined in the Health Insurance Portability and Accountability Act of 1996, as amended, the Health Information Technology for Economic and Clinical Health Act (“HITECH”) enacted as part of the American Recovery and Reinvestment Act of 2009, and its attendant regulations and guidance (collectively, “HIPAA”), shall have the same meaning as set forth in HIPAA. A change to HIPAA which modifies any defined HIPAA term, or which alters the regulatory citation for the definition shall be deemed incorporated into these Policies.

B. Defined Terms.

1. “Affiliate” means an entity that controls, is controlled by, or is under common control with Participant.
2. “Authentication Information” means the username, password, and other information necessary for a Super User or Authorized User to access the WHQIP.
3. “Authorized User” means an employee of, or an individual independent contractor to, Participant or an Affiliate who is authorized by Participant to access the WHQIP for Permissible Purposes.
4. “BAA” means the Business Associate Addendum incorporated in and made a part of the Participation Agreement.
5. “Breach” means a Breach, as defined in 45 C.F.R. §164.402, involving unsecured PHI or ePHI maintained by the WHQIP.

6. “Care Coordination” means post-acute care coordination, transition of care management, chronic care management, and other wellness and preventive health services, such as monitoring health services utilization to address chronic care needs, performing systematic assessments of health care needs, conducting medication reviews, reviewing care plans, and managing care transitions among health care providers and settings.
7. “Control” means possession, directly or indirectly, of a majority of an entity’s voting interests.
8. “Emergency Treatment” means Treatment provided on an emergent basis.
9. “End User License Agreement” or “EULA” means the agreement between Watershed Health and a Patient or Enrollee, the form of which is set forth at www.watershedhealth.com/legal.
10. “Enrollee” means a person who is also a member of a health plan operated, offered, or sponsored by a Participant.
11. “ePHI” means Electronic Protected Health Information as defined in 45 C.F.R. § 160.103.
12. “Notice of Privacy Practices” or “NOPP” means the notice that Participants are required to provide pursuant to 45 C.F.R. § 164.520.
13. “Participant” means a health care provider or health plan that has completed the WHQIP on-line enrollment process and signed a WHQIP participation agreement.
14. “Patient” means an individual who is at least 18 years of age and is receiving or has received health care services from or through a Participant.
15. “Permissible Purposes” means Participant’s Treatment or Emergency Treatment of its Patients or Enrollees, as well as Participant’s Care Coordination for its Patients or Enrollees, using WHQIP features such as: patient monitoring and vital sign data; contact management; Watershed Health notes; monitoring calendar; biometric graphs; collaborating physician list with contact information; provider appointments; medication and allergy lists; team roster and contact information; a problem list, symptom list, and other elements of the care plan for a Patient or Enrollee; secure messaging; and document storage. Permissible Purposes shall also mean purposes specifically authorized by federal and state laws and regulations and approved by Watershed Health.
16. “Personal Health Record” or “PHR” means an electronic record of identifiable health information on individual(s) that can be drawn from multiple sources and that is managed, shared, and controlled by or primarily for the individual.
17. “PHI” means Protected Health Information as defined in 45 C.F.R. §160.103.
18. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as

amended.

19. “Psychotherapy Notes” means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the Patient’s medical record. Psychotherapy notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.
20. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or ePHI maintained by the WHQIP, or interference with the WHQIP’s systems operations. An “Attempted Security Incident” means that there was no actual access, use, or disclosure of PHI or ePHI. A “Successful Security Incident” means a Security Incident that has resulted in the inappropriate access, use, or disclosure of PHI or ePHI.
21. “Security Standards” mean the Standards for Security of ePHI at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended.
22. “Sensitive Health Information” means PHI and ePHI that receives specialized legal protections under state and/or federal laws, including, without limitation, Psychotherapy Notes. Its use and disclosure may require written authorization by a Patient or Enrollee for certain Permissible Purposes; however, the use and disclosure of Sensitive Health Information for certain other Permissible Purposes, such as Treatment or Emergency Treatment, may not require written authorization.
23. “Super User” means an Authorized User to whom a Participant has delegated the authority to serve as the principal contact with Watershed Health pursuant to the WHQIP Participation Agreement, designate members of the Participant’s Workforce who may qualify as Authorized Users, certify and maintain a list of Authorized Users, and fulfill such other tasks and responsibilities as may be required to participate in the WHQIP.
24. “Treatment” means the provision, coordination, or management of medical care, health care, and related services by one or more health care providers, including the coordination or management of health care with a third party; consultation between health care providers relating to a Patient; or the referral of a Patient for health care from one provider to another.”
25. The “WHQIP Participation Agreement” means the agreement between Watershed Health and a Participation for access to and use of the WHQIP, the form of which is set forth at www.watershedhealth.com/legal.
26. “Workforce” means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by Participant.

III. WHQIP POLICIES AND PROCEDURES

- A. Objectives.** The WHQIP is organized to facilitate health information sharing and aggregation for the purposes of Treatment, Emergency Treatment, and Care Coordination in a manner that complies with all applicable laws and regulations. The WHQIP facilitates the operation of a collaborative health network and secure, web-based, clinical messaging system for patient health, demographic, and related information. Accordingly, Watershed Health shall have sole authority and responsibility:
1. to oversee the development, implementation, and operation of the WHQIP in compliance with all applicable federal and state requirements;
 2. to develop and implement policies and procedures governing the WHQIP that are consistent with federal and state law and include the right of patients to opt out of having their PHI exchanged through the WHQIP; and
 3. to develop the necessary agreements to facilitate the secure exchange of health information through the WHQIP and among all Participants.
- B. No Clinical or Treatment Decisions.** The WHQIP is solely an information services provider and does not purport to be engaged in the practice of medicine or any other professional clinical activity, and is not otherwise assuming any responsibility for the scope or quality of Treatment, Emergency Treatment, Care Coordination, or other health care services provided by a Participant to its Patients or Enrollees. The WHQIP does not make clinical, medical, health care, or other decisions, and is not a substitute for a health care provider's professional judgment. Each Participant is solely responsible for all Treatment, Emergency Treatment, Care Coordination and other decisions affecting its Patients or Enrollees.

IV. PARTICIPATION AND ACCESS TO THE WHQIP

- A. Participation Requirements.** Participants may use the WHQIP to facilitate the exchange of PHI for Permissible Purposes. Prior to accessing or making PHI or other clinical data accessible through the WHQIP, however, or beginning the electronic exchange of data through the WHQIP, each Participant must execute the WHQIP Participation Agreement and BAA. Each Participant shall, at all times, comply with the WHQIP Participation Agreement, the BAA, and these Policies.
1. In the event of a conflict between these Policies and the BAA, a Participant shall comply with the terms of the BAA. In the event of a conflict between these Policies and the Participant's own policies and procedures, the Participant shall comply with the policy that is more protective of individual privacy and security.
- B. Access to the WHQIP.** Access to the WHQIP will only be provided to Participants that have executed the WHQIP Participation Agreement and BAA and are authorized to access data in accordance with HIPAA. Each Participant shall allow access to the WHQIP only by those Workforce members who have a legitimate and appropriate need to use the WHQIP for a Permissible Purpose.
- C. Super Users.** Participant shall designate a Super User, who shall serve as the principal

contact with Watershed Health. Each Participant's Super User is responsible for identifying Authorized Users, assigning the appropriate security level for each Authorized User, and obtaining organizational approval of proposed Authorized Users. Each Participant shall establish policies and procedures to ensure that its Authorized Users have access to only the PHI that they are allowed to use or review pursuant to applicable federal, state, and local laws and regulations.

D. Authorized Users. Participant shall control access to the WHQIP by Participant's Workforce through the establishment of a role-based access system that will limit access to the WHQIP to only Participant's Authorized Users. Authorized Users shall include only those members of Participant's Workforce who require access to the WHQIP for a Permissible Purpose as part of their job responsibilities.

1. The viewing rights for a Participant's Authorized Users will be defined by the Participants in accordance with their employment status and role with the Participant. Each Participant shall monitor access to the WHQIP by its Authorized Users.
2. Each Participant shall be responsible for disciplining any of its Authorized Users who violate the terms of these Policies, the WHQIP Participation Agreement, HIPAA or other applicable laws and regulations. Watershed Health reserves the right, in its sole discretion, to terminate (or cause the applicable Participant to terminate) access to the WHQIP of any Authorized User who violates the terms of these Policies, the WHQIP Participation Agreement, HIPAA or other applicable laws and regulations.
3. An Authorized User's WHQIP access shall cease upon termination of that Authorized User's employment or independent contractor relationship with Participant. Participant shall immediately terminate access to the WHQIP for any Authorized User who is no longer authorized to access and use the WHQIP.

E. Security for WHQIP Access. Prior to each access or use of the WHQIP, an Authorized User shall be required to enter his or her Authentication Information.

1. Each Participant is responsible for maintaining the security of Authentication Information for all Authorized Users. At a minimum, each Participant's internal policies must forbid the sharing of log-on identifiers and passcodes, include a system for conducting internal audits to identify improper access and breaches, and allow for immediate termination of WHQIP access in the event of an improper use or breach.
2. Any access by an Authorized User to PHI will be subject to a logging function that allows tracking and auditing of such access, along with the tracking of any new information. Each Patient and Enrollee will be able to review the access log for their PHI. Each Participant shall be responsible for monitoring the access logs for PHI relating to its Patients or Enrollees on an ongoing basis.

V. PARTICIPANT RESPONSIBILITIES

A. Transparency. Participants are encouraged to inform its Patients or Enrollees that it participates in the WHQIP and provide such additional information about the WHQIP as

may be requested by such Patients or Enrollees. Participants shall further permit Watershed Health to engage Patients and Enrollees in further uses and understanding of the WHQIP.

B. Patient and Enrollee Participation.

1. Participants are encouraged to communicate to its Patients or Enrollees who join the WHQIP that it is a support tool only and is not to be relied upon as a sole source of information in connection with medical advice or the provision of Treatment, Emergency Treatment, or Care Management.
2. No Participant shall make joining the WHQIP a prerequisite for providing care or coverage to a Patient or Enrollee.

C. Hardware and Software. Each Participant is responsible for procuring all hardware, equipment, and software necessary for it to effectively access the WHQIP. Each Participant will provide system support services necessary for activities related to sharing and viewing data using the WHQIP. Each Participant will also cooperate with the WHQIP's staff, vendors, or support personnel in troubleshooting any difficulties experienced by Authorized Users with respect to access and performance of the WHQIP, and in testing and implementing the WHQIP and any upgrades to the system.

D. Quality and Integrity of PHI.

1. Each Participant shall be solely responsible for maintaining reasonable quality control procedures for the accuracy, completeness, and quality of any PHI that it makes available to the WHQIP. Watershed Health assumes no responsibility for the accuracy, completeness, and quality of PHI or other information that Participant makes available to the WHQIP and is not responsible for verifying or correcting any PHI or other information made available by Participant through the WHQIP.
2. Each Participant is solely responsible for confirming the accuracy of all PHI or other information made available by any other Participant through the WHQIP. Each Participant should take reasonable steps to ensure that PHI is complete, accurate, and up-to-date to the extent necessary for the Participant's Permissible Purposes. Each Participant shall have the responsibility to update or correct PHI regarding its Patients or Enrollees.

E. Information Subject to Special Protection. Sensitive Health Information may be subject to special protection under federal, state, and/or local laws and regulations. Accordingly, no Participant shall include Sensitive Health Information, such as Psychotherapy Notes, substance abuse treatment records, or HIV treatment records, in the PHI or ePHI exchanged through the WHQIP or introduce it into the WHQIP platform. Each Participant shall have the responsibility for determining whether its PHI or ePHI includes any Sensitive Health Information.

1. To the extent that a Participant inadvertently includes PHI or ePHI that constitutes drug or alcohol abuse treatment records and, as such, is subject to the protections of the Drug Abuse Prevention, Treatment, and Rehabilitation Act (42 U.S.C. 290ee-3) and regulations promulgated thereunder at 42 C.F.R. part 2, then

that Participant shall be solely responsible for taking such corrective action as may be required by those statutes and regulations.

- F. Workforce Training.** Each Participant shall develop and implement a training program for its Workforce members, agents, or contractors who will have access to the WHQIP. Training shall include, but is not limited to, a review of the WHQIP's functionalities, these Policies, confidentiality of PHI under HIPAA and other applicable laws, access to the WHQIP for Permissible Purposes, patient opt-outs, and security and violations of the WHQIP Partnership Agreement. The WHQIP staff and support personnel will offer assistance for this training on an "as-needed" basis.
1. Only individuals who are trained on using the WHQIP can qualify as Super Users or Authorized Users. Each Participant must maintain documentation of training for all Super Users and Authorized Users, including, without limitation, a signed certification of completion for each Super User and Authorized User.

VI. PRIVACY REQUIREMENTS

- A. Compliance with HIPAA.** Each Participant shall comply with all applicable federal, state, and local laws and regulations, including but not limited to HIPAA and HITECH, as they pertain to PHI exchanged electronically through the WHQIP. Each Participant is solely responsible for its own compliance with all applicable federal, state, and local laws and regulations.
- B. Requests, Uses and Disclosures.** Data shared with the WHQIP by Participants may only be requested, used, or disclosed for Permissible Purposes. All disclosures of PHI through the WHQIP, and the use of information obtained through the WHQIP, shall be consistent with these Policies and all applicable federal, state, and local laws and regulations, and shall not be made for any unlawful or discriminatory purpose.
1. Each Participant disclosing PHI through the WHQIP shall implement a system to document such information as may be necessary for compliance with the HIPAA Privacy Rule's accounting of disclosures requirement. Each Participant is responsible for ensuring its compliance with such requirement.
- C. Minimum Necessary Information.** Each Participant shall access only the minimum amount of PHI through the WHQIP as may be necessary for its intended Permissible Purpose. In addition, each Participant shall use and disclose only the minimum amount of PHI as is necessary for its Permissible Purpose.
- D. Confidentiality and Re-Disclosure.** Each Participant shall keep confidential any PHI accessed through the WHQIP and shall only re-disclose such PHI as authorized by law.
- E. Privacy Policies and Notice of Privacy Practices.** Each Participant shall develop, maintain, and distribute a NOPP that complies with HIPAA, HITECH, and any other applicable law or regulation. Patients will be advised, in the NOPP or elsewhere, of why Participant collects PHI, how it is used, to whom and for what reasons it is disclosed, and where public information on this topic can be obtained. Each Participant's NOPP should also advise its Patients or Enrollees that it may request, use, and disclose PHI through the WHQIP, without their authorization, for Permissible Purposes, such as Treatment, payment, or health care operations. Each Participant shall determine whether their

current NOPP requires amendment to reflect their contemplated uses and disclosure of PHI through the WHQIP.

- F. Responsibility to Update Privacy Policies.** Participant shall review its privacy policies, NOPPs, and other relevant documents on an ongoing basis and make any revisions to those documents that are necessary for Participant to remain in compliance with all applicable provisions of federal and state law regarding the protection of PHI and ePHI.
- G. Administrative, Technical, and Physical Safeguards.** Each Participant shall implement reasonable administrative, technical, and physical safeguards that protect against uses and disclosures other than those made for Permissible Purposes.

VII. SECURITY REQUIREMENTS

- A. Confidentiality and Security of PHI.** Each Participant will comply with all relevant federal and state laws and regulations regarding the security of PHI, ePHI and other health information.
- B. Security Standards.** Each Participant shall comply with all applicable laws and regulations regarding system security, including, at a minimum, implementing the Security Standards and maintaining the security of the workstations through which their Authorized Users access the WHQIP. Each Participant will take reasonable steps to protect hardware used in connection with the WHQIP, as well as the facilities in which it is located, from unauthorized physical access, tampering and theft.
 - 1. Each Participant shall be responsible for installing, maintaining, and updating virus protection software.
 - 2. Each Participant shall review the results of its security risk assessment performed pursuant to the Security Standards in order to determine whether its participation in the WHQIP will require it to adopt and implement any privacy and security processes, policies, or procedures relating to the use and disclosure of PHI accessed through the WHQIP.
 - 3. Each Participant shall adopt and implement any other privacy and security processes, policies, or procedures relating to the use and disclosure of PHI accessed through the WHQIP that may be necessary to assure the Participant's compliance with all applicable laws and regulations regarding the privacy and security of PHI or other health information.

VIII. BREACH NOTIFICATION AND REPORTING

- A. Notification to Watershed Health.** Each Participant shall, within twenty-four (24) hours of discovery, notify Watershed Health of any actual or suspected Breach, actual or suspected Security Incident, misuse of Authentication Information, unauthorized access to the WHQIP, violation of the WHQIP Participation Agreement or these Policies, or other actual or potential HIPAA compliance issue relating to the WHQIP. This notification requirement is in addition to any reporting required by applicable federal and state law. Each Participant shall implement processes and procedures to mitigate, and

shall mitigate and take appropriate remedial action to the extent practicable, any harmful effects arising from an event for which notification is required pursuant to this section.

- B. Investigation by Watershed Health.** Each Participant shall cooperate with Watershed Health in its investigation of any actual or suspected Breach, actual or suspected Security Incident, misuse of Authentication Information, unauthorized access to the WHQIP, violation of the WHQIP Participation Agreement or these Policies, or other actual or potential HIPAA compliance issue relating to the WHQIP. Watershed Health shall have sole authority and responsibility for determining whether any event requiring notification pursuant to these Policies constitutes a Breach. Watershed Health shall maintain a record of its investigation, determination and outcome.
- C. Breach Reporting and Corrective Action.** In the event that Watershed Health determines that an event requiring notification pursuant to these Policies constitutes a Breach, Watershed Health will comply with all applicable notification laws and regulations.
1. Watershed Health will promptly notify the Participant that disclosed the PHI or ePHI that was affected by a Breach.
 2. Each Participant that disclosed PHI or ePHI that was affected by a Breach shall notify its Patients or Enrollees and any applicable regulatory agencies as required by federal, state and local laws and regulations. However, no Participant shall initiate any notification processes prior to consulting with Watershed Health and engaging in good faith discussions to coordinate any required reporting to the extent possible. Watershed Health will cooperate with each Participant who disclosed the PHI or ePHI that is affected by a Breach in order to help such Participant fulfill its notification requirements.
 3. Each Participant that disclosed PHI or ePHI that was affected by a Breach shall, after consulting with Watershed Health, take reasonable steps to mitigate the potentially harmful effects of such Breach to the WHQIP, as well as to other Participants, Patients, or Enrollees.
- D. Security Incident Prevention, Mitigation, and Notification.** Each Participant shall identify and respond to suspected or known Security Incidents involving the equipment, hardware, or software used to access the WHQIP as required by the Security Standards. Each Participant shall mitigate, to the extent practicable, any harmful effects of Security Incidents involving the equipment, hardware, or software used to access the WHQIP. Each Participant shall document such Security Incidents and their outcomes.
- E. Breach Prevention, Mitigation, and Notification.** Each Participant shall identify and respond to a suspected or known breach involving PHI or ePHI that it maintains separately from the WHQIP as required by the Security Standards. Each Participant shall mitigate, to the extent practicable, any harmful effects of a breach involving PHI or ePHI that it maintains separately from the WHQIP as required by the Security Standards.

IX. PERMISSIBLE USES OF WHQIP

- A. Use and Disclosure for Treatment, Payment and Health Care Operations.** Each Participant may use or disclose PHI or ePHI through the WHQIP for its own Treatment,

Emergency Treatment, payment, or health care operations. A Participant's disclosure of PHI, ePHI, or other health information through the WHQIP for Treatment or Emergency Treatment of its Patients or Enrollees by another health care provider that participates in the WHQIP is permitted without authorization from such Patients or Enrollees. In addition, a Participant's disclosure of PHI, ePHI, or other health information through the WHQIP for Care Coordination provided to its Patients or Enrollees by another Participant is permitted without authorization from such Patients or members, provided that the information pertains to such Care Coordination services.

- B. End User License Agreement (EULA).** Watershed Health shall maintain an on-line process by which a Patient or Enrollee may elect to have the WHQIP serve as a Personal Health Record (PHR). By agreeing to the terms and conditions of the EULA, the WHQIP shall continue to maintain PHI for as long as the Patient or Enrollee chooses to participate in the PHR.
- C. Individual Access to PHI.** Each Participant shall permit its Patients or Enrollees to access their PHI or ePHI to the extent required by applicable laws and regulations regarding the privacy and security of PHI or other health information.
- D. Review PHI.** Each Participant shall provide its Patients or Enrollees with the ability to request and review documentation to determine who accessed their information or to whom it has been disclosed to the extent required by applicable laws and regulations regarding the privacy and security of PHI or other health information.
- E. Restrictions on Uses or Disclosure of PHI.** To the extent required by applicable laws and regulations regarding the privacy and security of PHI or other health information, each Participant must provide its Patients or Enrollees with an opportunity to request that such Participant restrict its uses or disclosures of their PHI for treatment, payment, or health care operations purposes.
- F. Correction Policy.** Each Participant shall comply with all applicable federal and state laws and regulations regarding a Patient or Enrollee's right to request amendment of their PHI or ePHI. Watershed Health, acting as a business associate of a Participant, can assist the Participant with informing other WHQIP Participants of the amendment by efficiently disseminating updated PHI or ePHI through the electronic exchange.