

## **APPENDIX E-1**

### **DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

#### **DELAWARE TREATMENT AND REFERRAL NETWORK (DTRN)**

#### **DATA USE AGREEMENT**

This Data Use Agreement (this “User Agreement”) is between the State of Delaware, Department of Health and Social Services, Division of Mental Health and Substance Abuse (“DSAMH”) and “NAME OF VENDOR” with offices at “ADMINISTRATIVE LOCATION OF VENDOR”, herein referred to as “Participant” and referred to as Vendor in the Professional Services Agreement. DSAMH and Participant may be referred to individually as a “Party” and collectively as the “Parties.” This User Agreement is effective on the date of the last required signature affixed to this User Agreement by the Parties (the “Effective Date”).

#### **BACKGROUND**

WHEREAS, DSAMH has contracted with a Technology Vendor (“DTRN Technology Vendor” or “Technology Vendor”) to create a statewide, comprehensive treatment and referral network for behavioral health treatment called the Delaware Treatment and Referral Network (“DTRN”); and

WHEREAS, DTRN is critical in combating the Opioid crisis as well as supporting the State of Delaware’s mission to care for individuals with behavioral health needs; and

WHEREAS, the purpose of this User Agreement is to govern Participant’s and Users’ access to, and use of Data provided through DTRN and covers data received from the local and ADT (Admission, Discharge, and Transfer) and Referral notifications populated in the DTRN; and

WHEREAS, such data is subject to use and access limitations under this User Agreement, the DTRN Technology Vendor’s User Agreements, and use and access limitations provided under state and federal laws and regulations;

WHEREAS, there are various platforms currently in the DTRN including but not limited to DTRN e-Referral, Crisis Integration, DTRN360, etc., and all future tools implemented in the DTRN will be included within the scope of this User Agreement unless otherwise specified in writing; and

WHEREAS, the DTRN computer system, including all related hardware and software, peripheral equipment, network devices, and network services (including internet access, as applicable), along with such other systems or methods through which DTRN makes Data available to Participant and its Users (the “DTRN Platform”) is provided only for the use of authorized DTRN Participants, including Users and Data Receiving Organizations; and

WHEREAS, the activities performed on or with respect to the DTRN will be monitored by the DTRN Technology Vendor, and may be also monitored by DSAMH, to facilitate protection

against unauthorized or inappropriate access and to verify security procedures, survivability, and operational security; and

WHEREAS, the monitoring includes activities by the DTRN Technology Vendor and their contractors to test or verify the security of the DTRN and the appropriateness of access to the DTRN by Users; and

WHEREAS, individuals using the DTRN or receiving Data (defined below) from DTRN understand they are subject to their activities on the DTRN being monitored and recorded, and use of the DTRN or otherwise accessing DTRN Data constitutes consent to such monitoring and/or recording; and

WHEREAS, (i) if such monitoring reveals possible evidence of criminal activity, DSAMH or the DTRN Technology Vendor may provide that evidence to law enforcement officials, which may subject the Participant and/or the involved individuals to criminal prosecution; (ii) evidence of unauthorized activities may also be used as needed to support administrative action(s); and (iii) use of the DTRN or otherwise accessing DTRN Data constitutes consent to any such reporting or use;

WHEREAS, this User Agreement sets forth the terms and conditions under which Participant and its Users, together with other Participants who sign an agreement in substantially the same form as this User Agreement, may view and use Data.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

## **I. BACKGROUND; AGREEMENT**

- (a) The provisions of the Background set forth above are incorporated herein by reference.
- (b) During the Term (as hereafter defined) of this User Agreement, Participant will have the rights and obligations relating to the use of DTRN set forth in the DTRN End User Data Use Agreement and Applicable Law, which Participant will maintain in accordance with Applicable Law and consistent with Participant's Data retention policies and procedures, as amended from time to time.

## **II. DEFINITIONS**

- a. **"Applicable Law"** means the federal, state, and local laws, rules, or regulations adopted by administrative agencies that are applicable to either DSAMH, Participant, or either Party's rights or obligations under this User Agreement. This definition includes Delaware and federal laws and regulations applicable to the privacy, security, and confidentiality of patient records and the protected information of individuals, including HIPAA.
- b. **"Data"** means medical or other health care or demographic information of or about an individual which is transmitted or available from a Data Sending Organizations

for transmission to DTRN and included in DTRN. Data includes, but is not limited to, PHI.

- c. **“Data Receiving Organization”** means an organization that contracts with DSAMH to receive Data. Each Participant is either a Data Receiving Organization, a Data Sending Organization, or both.
- d. **“Data Sending Organization”** means an organization that contracts with DSAMH and provides Data to DTRN either directly or through an intermediary for use in DTRN for purposes consistent with Applicable Law and this User Agreement. Each Participant is either a Data Receiving Organization, a Data Sending Organization, or both.
- e. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 as amended and associated regulations, including the Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) and Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, and any further amendments, modification, or as renumbered during the Term of this User Agreement.
- f. **“Permitted Purpose”** means
  - i. Treatment, Payment, or Health Care Operations purposes, as those terms are defined in HIPAA;
  - ii. Authorization-based uses or disclosures, provided such authorization complies with the requirements of HIPAA and other Applicable Law;
  - iii. Public health activities and reporting as permitted by HIPAA and other Applicable Law; or
  - iv. Such other and further uses and disclosures that may be permitted or required by Applicable Law.
- g. **“PHI”** or **“Protected Health Information”** means individually identifiable health information, as that term is defined in HIPAA.
- h. **“User”** means health care providers, employees, staff, contracted medical providers, or agents of Participant who have been authorized by Participant to access the DTRN and use Data contained therein for a Permitted Purpose, whether such access and use is through the DTRN or otherwise through Participant’s systems. Unless DSAMH agrees in writing, Users will (i) be natural persons; and (ii) not be other legal or operating entities or affiliates or subsidiaries of Participant. References to a Participant will be deemed to include a reference to the Participant’s Users unless context requires otherwise.

### III. GENERAL TERMS AND CONDITIONS

- a. **Participant Use of DTRN.** Participant will use the DTRN and will require every User to use the DTRN only for a Permitted Purpose. Participant will ensure that every User is aware of, and abides by, the DTRN End User Data Use Agreement that is attached hereto as Appendix A.
  - i. Participant will have written policies and procedures for Participant and its Users’ appropriate access to and use of the DTRN, as amended from time to time (collectively **“Participant’s Data Use Policies”**). Participant’s

Data Use Policies will comply with Applicable Law and be consistent with this User Agreement. It will be the sole responsibility of Participant to ensure, through auditing or other legally acceptable methodology, the establishment of and compliance with Participant's Data Use Policies.

- ii. Participant will keep its User profiles up to date and ensure that its list of Users is accurate. Participant will respond promptly to, and in no event later than five (5) business days after, any DSAMH or DTRN Technology Vendor request to confirm the status of any User and the purpose of any particular User's access.
- iii. Data Sending Organizations will retain ownership of the Data that they make available through the DTRN, subject to the nonexclusive license granted to DSAMH and other Participants to retrieve and use that Data in accordance with Applicable Law and this User Agreement. As Data owners, Data Sending Organizations are responsible for maintaining the accuracy and Data integrity of Data delivered to DTRN for use in the DTRN.

**b. Participant Retention and Re-Use of Data.**

- i. Participant will access and use, and ensure that Users access and use, Data obtained through the DTRN only for a Permitted Purpose.
- ii. Each Participant represents and warrants, on its own behalf and on behalf of each User, that each accession of Data from DTRN represents the minimum necessary amount of data required to achieve the Permitted Purpose for which data access is sought.
- iii. Participant will be solely responsible for all acts and omissions of its Users, and all other individuals who access the DTRN either through Participant or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from Participant or any of its Users, and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions will be deemed to be the acts and omissions of the Participant.
- iv. Participant will maintain administrative, technical and physical safeguards to adequately protect the privacy and security of Data as required Applicable Law, which Participant will maintain in accordance with Applicable Law and consistent with Participant's Data retention policies and procedures, as amended from time to time.
- v. Participant may not use, re-disclose, and deidentify such Data and may not create derivative Data or incorporate Data into other Data, records, or databases of Participant.

**Payment for Access to DTRN.** Participant will receive access to the services available under this User Agreement at no cost. DSAMH may, in the future, establish fees for access or participation as part of its ongoing management of the DTRN platform(s) and related services.

**c. Establishing a Connection to the DTRN.**



- ii. In addition to the requirements and uses set forth in Appendix C of the Professional Services Agreement, DSAMH will use Data that Participant provides to DTRN including, without limitation:
        - 1. A Permitted Purpose;
        - 2. With respect to Data that is not PHI, such uses as may be permitted by Applicable Law; and
        - 3. Such other and further uses as may be agreed to by the Parties in writing, provided that such uses are consistent with Applicable Law and DSAMH's agreements with its other Data Sending Organizations.
      - iii. Participant grants to DSAMH, other Participants, and Users the nonexclusive license to retrieve and use Data that Participant has contributed to the DTRN.
- e. **Notice of Privacy Practices.** If Participant is a Data Sending Organization and is required by Applicable Law to inform its patients, members, and/or customers, as applicable (each a "**Member**" and collectively "**Members**"), through a Notice of Privacy Practices or otherwise (collectively a "**Privacy Notice**"), of the fact that it is sending Data to the DTRN hereunder, then Participant will do so and will provide information to Members as to where they can obtain further information regarding their privacy rights and the sharing of their Data through DTRN. Participant will be solely responsible for determining the adequacy of Participant's Privacy Notice, and DSAMH and the DTRN Technology Vendor will be in no way responsible or liable for any damages or other harm that may arise due to any failure by Participant to comply with Privacy Notice obligations it may have under Applicable Law.
- f. **Patient Authorization.** If Participant is a Data Sending Organization, the Parties acknowledge that when Data is made available for access through the DTRN for a Permitted Use, Participant and User accessing Data through the DTRN solely will be responsible for obtaining any patient authorization or approval if required by Applicable before accessing such Data from the DTRN.
- g. **Other DSAMH Obligations.** DSAMH also agrees to:
  - i. Require other Participants and Users to execute User Agreements and Vendor Subscription Agreements before granting access to Data through the DTRN;
  - ii. Manage relationships with technology vendors to implement the project plan(s) and manage the DTRN;
  - iii. Contract with the DTRN Technology Vendor to ensure appropriate physical, administrative, and technical safeguards to protect the confidentiality, integrity and availability of the Data and comply with Applicable Law, and conduct periodic monitoring of the effectiveness of such safeguards and provide proof of such monitoring to Participant following Participant's request;
  - iv. Ensure the DTRN Technology Vendor regularly monitors the use of the DTRN for compliance with all Data Use Agreements and to require the

DTRN Technology Vendor to investigate and report suspected instances of improper use;

## II. SPECIAL TERMS AND CONDITIONS.

- a. **Participant Obligation to Maintain Accurate Member, Patient, and Physician Panels.** To the extent that the DTRN services by Participant are triggered by a patient, member, or physician panel (each a “**Panel**”) that Participant provides to the DTRN by Participant, the following provisions apply: (i) DTRN’s access to and use of the Panel is subject to the provisions of this User Agreement; (ii) Participant will be solely responsible for ensuring that (A) the Panel is accurate and up-to-date, and (B) Participant has appropriate relationships with all individuals on that Panel (including, if necessary, HIPAA-compliant authorizations) such that it is permitted by Applicable Law and this User Agreement to access Data sent to Participant pursuant to the Panel; and (iii) Participant agrees to update the Panel as often as necessary to ensure it is compliant with these obligations, and in any event no less often than every 90 days or such shorter period of time as may be required in writing by DSAMH.
- b. **Data Subject to Disclosure Restrictions.** To the extent Participant is a Data Sending Organization, Participant agrees to the following:
  - i. Notwithstanding anything to the contrary in this User Agreement, Participant agrees that, to the extent that any Data that Participant is providing or has provided to the DTRN is subject to special restrictions on use and/or disclosure under Applicable Law or requires specific consent or authorization from the Member that the Data relates to before being used or disclosed to or through the DTRN, including, but not limited to, Data subject to 42 CFR Part 2, Participant will not provide such Data to the DTRN unless Participant has obtained any required consent and/or authorization from such Member.
  - ii. To the extent that Participant (i) is a Data Sending Organization subject to 42 CFR Part 2, and (ii) has executed a valid BAA/QSOA with DSAMH and the DTRN Technology Vendor, Participant will not provide Data subject to the protections of 42 CFR Part 2 to the DTRN unless and until Participant has notified the DTRN of Participant’s intent to do so and the Parties have developed and implemented a mutually agreeable plan for identifying and, where necessary, restricting access to any Data that is subject to such limitations on disclosure.
  - iii. Participant will ensure that the Data that Participant provides or transmits can be related to and identified with source records that Participant maintains, and Participant will promptly correct any mistakes or errors discovered in Data it may transmit to the DTRN by promptly transmitting the Data as a corrected report and notifying DTRN pursuant to Applicable law.

- c. **Data Receiving Organizations that are Health Insurers.**
  - i. If Participant is a Data Receiving Organization and a Health Insurer, then Participant agrees to the following additional restrictions on Participant's access and use of Data:
    - 1. Data accessed through the DTRN will be restricted to Data regarding Members for the period in which those Members are covered and will not be used for any purpose other than disease management, case management, and other activities associated with ensuring the quality of care provided to Members and such other purposes as are permitted by Applicable Law and this User Agreement; and
    - 2. Participant will ensure that access to Data through the DTRN is limited to Participant's employees working under the Participant's medical director (or equivalent position) who have a business need to access the data.

### III. MISCELLANEOUS.

#### a. **Term and Termination.**

- i. This User Agreement will (A) become effective on the Effective Date; and (B) have an initial term ending on the same date as the Professional Services Agreement.
- ii. Either Party may terminate this User Agreement consistent with Section 15: Termination of the Professional Services Agreement.

#### b. **Effect of Termination.**

- i. Access Terminated. As of the Termination Date, DSAMH will terminate access to the DTRN for Participant and Users, and Participant and Users will stop all access and use of the DTRN.
- ii. Rights and Duties. Termination will not affect the rights or duties of the Parties regarding the Data transmitted before the Termination Date. Upon termination of this User Agreement, any obligation and provision under the Data Use Agreement or otherwise that by its nature extends beyond termination, cancellation, or expiration of this User Agreement, will survive such termination, cancellation, or expiration and remain in full force and effect.

c. **Notice.** Any notice shall be as set forth in Section 29: Notices of the Professional Services Agreement.

d. **Release of Liability; Indemnification.** Participant shall bear its own costs, including attorneys' fees, associated with any and all suits, actions and claims arising out of or relating to this User Agreement.

- e. **Survival.** The provisions of this User Agreement addressing the use and treatment of Data, as well as any other provision which by its nature survives termination of this User Agreement, will survive termination of the User Agreement for any reason.
- f. **Governing Law.** This User Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.
- g. **Legal Representation.** The Parties acknowledge that they had the time, monies, and opportunity to have this User Agreement reviewed with independent legal counsel before execution of this User Agreement. The fact that a Party's counsel drafted this User Agreement will not cause this User Agreement to be construed against that Party.
- h. **No Third-Party Rights.** This User Agreement is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the Parties.

**[SIGNATURES ARE ON THE FOLLOWING PAGE]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Department of Health & Social Services  
Division of Substance Abuse and Mental  
Health

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joanna Champney  
Title: Division Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Cristen Linke Young  
Title: Cabinet Secretary  
Date: \_\_\_\_\_

N/A

\_\_\_\_\_  
ARPA

\_\_\_\_\_  
IRM

N/A

\_\_\_\_\_  
Training

\_\_\_\_\_  
CMP

APPENDIX E-2  
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH  
DELAWARE TREATMENT AND REFERRAL NETWORK (DTRN)  
PROVIDER STANDARDS

“NAME OF VENDOR”, referred to as “Vendor” in the Professional Services Agreement and herein referred to as “Provider,” is awarded a contract for Behavioral Health Services as outlined in Appendix B, Scope of Services.

Provider agrees to collaborate with DSAMH representatives for the referral, treatment, and care coordination needs of clients meeting the appropriate criteria for behavioral health services.

**I. Purpose of the Network and Partner Roles**

The State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) has contracted with Technology Vendors (“Technology Vendor(s)”) (Bamboo, FindHelp, Roundtrip, the DHIN, and any future vendors) to create the digital ecosystem for behavioral health in the Delaware Treatment and Referral Network (DTRN). The purpose of DTRN is to assist providers of behavioral health services in Delaware to coordinate care and procure medical and behavioral health and related services in an efficient and timely manner.

**II. User Agreements**

Each medical provider (hereinafter, “Provider”) participating in DTRN shall: (1) engage in a fully executed User Agreement and Business Associate Agreement with DSAMH to use the DTRN Platform(s); (2) engage in a fully executed Subscription Agreement and Business Associate Agreement with DTRN Technology Vendor(s) contracted with the State of Delaware to provide and administer DTRN Platform(s); and (3) comply with the terms and conditions set forth in each such User and Subscription Agreement and the Business Associate Agreements.

Additionally, each Provider accessing data through the DTRN acknowledges that use of such data must comply with federal and state law and HIPAA, 42 CFR Part 2, and 16 *Del. C. Ch. 12*, where applicable.

**III. Account Setup Information**

Provider shall provide account setup information for its Entity, Location(s), Service Details, and Users (“Administrators” and “Providers”) in a format required by the Vendor(s) for the purpose of configuring their services on the network.

Each location's Administrator shall maintain accurate information on the DTRN Platform(s) regarding that location's Providers (users), the availability of that location's services, and its time parameters for receiving electronic referrals as stated in the Provider Standards set forth herein.

Each location's Administrator will be that location's primary contact with DSAMH's Network Administrator for all communications and reporting activities.

#### **IV. Training**

Training in DTRN is a combined responsibility. Initial training will be coordinated with DSAMH via a train to Trainer format.

- A. Upon entering into a Subscription Agreement, each Provider shall work with DSAMH to procure initial training for all its DTRN users via a "Train the Trainer" format.
- B. Subsequent training for additional users is the responsibility of Provider and may be in conjunction with DSAMH as needed.
- C. As new platforms and platform functionality is introduced, DSAMH will engage Vendor(s) to provide supplemental training to each Provider as needed.
- D. Providers must ensure all users with access are trained in confidentiality including HIPAA and 42 CFR Part 2 (if applicable).

#### **V. Provider's "DTRN Administrator/Ambassador" Roles**

DTRN Administrator (Super User): Each Provider will assign a single "DTRN Administrator/Ambassador" to DTRN. The DTRN Administrator/Ambassador will take responsibility on behalf of the applicable Partner for communications, document sharing and training activities with the platform(s) and DSAMH.

- A. Each Provider will assign a single "Administrator" for each of that Provider's service locations.
- B. Each location's Administrator will be that location's primary contact with DSAMH's Network Administrator for all communications and reporting activities.
- C. Access to client records shall only occur where there is a current treatment relationship and a legally permissible purpose for accessing patient information such as coordination of care, consistent with HIPAA and 42 CFR Part 2 requirements.

#### **VI. Care Coordination and Clinical Responsibilities**

Provider will work with DSAMH Eligibility Enrollment Unit (EEU) and Statistics Research Unit (SRU) to establish the referral, admission, DTRN access, and client reporting parameters for entry into detoxification services.

- Provider will only accept referrals with approval from DSAMH's EEU and comply with all EEU policies and procedures.
- Provider will participate in the DTRN Network and abide by the Provider responsibilities as outlined herein.

Provider will deliver fully integrated, behavioral health services for individuals with both mental illness and/or substance use conditions including for co-occurring disorder (COD), ensuring coordination of medical and behavioral care.

Provider must support care intensity, quality, and appropriateness necessary to support individuals to live in their chosen community, avoid any unnecessary hospitalizations, and minimize the time that one spends in an unavoidable hospitalization using Delaware ASAM criteria.

Provider is expected to coordinate ALL care for their clients, including medical care, even if they may not be responsible for providing such care. DSAMH expects Providers make a good faith effort to assertively coordinate care.

Provider understands that no client will be discharged from a program without approval from DSAMH. No client will be discharged to a shelter, non-residential location or other undisclosed location without prior notification to DSAMH and approval by DSAMH in writing. All clients are expected to have a discharge plan of care to include next level treatment placement, supply of medication, warm hand-off to a peer, resources for social support (as individually needed by client), and resource contacts for any urgent/emergent care needs.

## **VII. Required Participation Standards for Network Providers**

### **A. All Platforms**

- a. Each Provider shall ensure that every service location and information updates its availability in the system no less than once per day to maintain accurate and current information.

### **B. DTRN Referral Platforms**

- a. Each Receiving Entity Provider shall:
  - i. acknowledge receipt of referrals within 30 minutes to support timely access to services.
  - ii. Accept or decline referrals promptly, documenting reasons for declines.
- b. Upon accepting a referral, the Receiving Entity Provider shall promptly initiate and process the referral in accordance with the Provider Standards set forth herein.
- c. Each Provider shall use the close the loop functionality to record the outcome of all referrals, including whether the client arrived, did not present, or another appropriate status. This is required to support coordination of care and network accountability.

### **C. DTRN360**

- a. Each Provider shall complete discharge CRF reporting within (3) days of discharge, ensuring that all required data fields are accurately populated, including service dates, diagnoses, disposition, and follow up care arrangements. This timely submission supports continuity of care, accurate reporting to DSAMH, and compliant with federal and state requirements.

- b. Each Provider shall upload discharge instructions for all clients upon discharge. Discharge instructions must include information relevant to the client's ongoing care needs, such as recommended next steps, scheduled follow-up appointments, medication guidance, referral information, and emergency contacts. Uploading this documentation ensures continuity of care, supports client safety, and allows receiving or follow-up providers to deliver timely and informed services.

## **VIII. Consent and Data Use**

- A. Access to client records shall be limited to users with a current treatment relationship or other legal basis for coordination of care and must comply with HIPAA and 42 CFR Part 2 requirements (if applicable).
- B. Each Provider shall ensure that all users acknowledge the system's built-in data use and confidentiality attestation at login before accessing any client information. This attestation is a required safeguard built into the platform workflow and affirms compliance with HIPAA, 42 CFR Part 2 (if applicable), and DTRN participation standards.
- C. Provider shall monitor user access to ensure it aligns with role-based, minimum necessary use, and enforce the minimum necessary standard for data access. Vendor(s) will provide user access logs upon request to support compliance with all applicable HIPAA and 42 CFR Part 2.
- D. Where applicable, Provider will comply with the requirements of 42 CFR Part 2 when handling substance use disorder (SUD) data. To the extent any data includes information protected under 42 CFR Part 2, Provider agrees to use such data only as permitted by patient consent or legal exception and for the purposes of Treatment, Payment and Operations (TPO).
- E. DSAMH, and through its Technology Vendor, reserves the right to audit Partner's compliance with HIPAA and 42 CFR Part 2. Provider shall ensure that:
  - (i) Part 2 Data is only accessed with proper consent or other legal authority; and
  - (ii) Users accessing Part 2 Data are trained on its restrictions and have a documented need to know.

## **IX. Future EHR Integration**

DSAMH may request Providers to support secure integration between their EHR and the DTRN platform(s). Integration may include FHIR, HL7, or other approved methods with appropriate safeguards. DSAMH will provide advance notice before requiring changes.

## **X. Provider Support**

DSAMH and its Vendor(s) will provide continuous technical and functional support for the DTRN platform(s) to each participating Provider and its users.

DSAMH and Vendor(s) will communicate support mechanisms and contact information in a clear manner to each Provider.

**XI. DSAMH Provider Agreements**

- A. These Provider Standards shall be included in any contractual arrangement DSAMH has with a Provider that participates in DTRN.
- B. For each Provider that does not otherwise contract with DSAMH, DSAMH will require that each such Provider execute an agreement acknowledging, and agreeing to comply with, the terms thereof.
- C. For any Provider receiving Admission, Discharge, Transfer (ADT), and Referral data via DTRN360, Provider must adhere to purpose limitations and data restrictions and may only use such data for care coordination, Treatment, Payment, or Operations.

