

CCMCN Additional Terms of Use

Last updated and effective: 1/1/2023

This Terms of Use agreement (the "Agreement" or "Terms") is a legally binding agreement between you as the user ("you") and Colorado Community Managed Care Network ("CCMCN," "we," or "us").

In addition to the terms and conditions set forth in the FindHelp End User Terms of Service, your use of this website, as well as any website or mobile website which links to these Terms (each a "**Site**" and collectively, the "**Sites**"), including any content, functionality, and services offered on or through the Sites (collectively, the "**Services**") is subject to the following terms:

- For the avoidance of doubt, personal information inputted by an End User into this Site is not "Confidential Information."
- You are solely responsible for entering into a business associate agreement with any entity and/or obtaining patient authorization to use/disclose their protected health information if, in Your sole interpretation, one is necessary to disclose or receive information to that entity. Similarly, via the FindHelp service, We are neither a covered entity nor a "business associate" of any Authorized End User, but rather are merely a conduit for connecting Authorized End Users with Community Based Organizations offering services of interest. Your Content hosted on this Site is not subject to HIPAA, and may be subject to redisclosure as permitted by applicable laws and regulations.
- FOR AUTHORIZED END USERS SUBJECT TO PART 2: CCMCN is aware that some Authorized End Users are Part 2 "Programs" as defined by 42 CFR 2.11, and provide services to individuals where the records related to those services are subject to the privacy requirements established in 42 CFR Part 2 – Confidentiality of Substance Use Disorder Patient Records. If You or Your organization is a Part 2 Program, You agree that You are solely liable for maintaining compliance with 42 CFR Part 2, including but not limited to (1) collecting proper written or electronic consent in compliance with the requirements of 42 CFR 2.31 from any individual where such consent is necessary to further disclose that individual's information for any purpose including to Us via Your use of the Site), including treatment purposes; (2) labeling any "Records" (as defined by 42 CFR 2.11) to identify them as subject to 42 CFR Part 2; and (3) meeting the additional obligations applicable to Part 2 Records (and requiring the recipient of the records to also comply) as set forth in 42 CFR 2.32 or otherwise required by 42 CFR Part 2. Note that via the FindHelp tool, We are not serving as a qualified services organization (as defined by 42 CFR 2.11) to any Authorized End User. While we may provide You with communication tools related to the services that your patients/clients may require, it is Your responsibility to ensure that those tools, and the use thereof, are in compliance with all applicable laws and regulations, including but not limited to 42 CFR Part 2.

By continuing to use the Sites, you agree that such use is legally sufficient consideration under this Agreement.

BY ACCESSING THIS SITE OR USING THE SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE THIS SITE.