

Hoag-enabled Health Information Exchange (HIE) Data Participation Agreement Overview

The purpose of the **Data Participation Agreement** is to establish an agreement with all Participants in the Hoag-enabled Health Information Exchange (HIE) to clearly define data security and privacy; which are critical to facilitate the adoption and trust by the community in the HIE. Participation in the HIE shall be strictly in accordance with the terms & conditions of the Agreement, including the following components:

I. Standard Terms and Conditions: describes the terms and conditions that Hoag requires for participation in the HIE. Participant are responsible for the following:

- Be responsible for the acts of the Participants' employees and authorized users (Section 3.3).
- Provide or arrange for training in the use of the HIE and requirements for appropriate use for the Participant's authorized users (Section 3.4).
- Designate a single individual responsible for managing communications between the Participant and Hoag; and a Site Administrator responsible for adding, deleting and maintaining the user level of authorized users and their access keys (user names/passwords) (Section 3.5).
- Monitor access to and use of the HIE by users associated with the Participant and notify Hoag of any unauthorized activity, privacy/security breaches and/or failures to comply with the HIE policies and procedures (Section 3.6).
- Be responsible for obtaining, installing, and maintaining, at the HIE Participant's expense, the technology necessary for the HIE Participant to Access and Use the HIE. This does not include the software provided by the HIE (Section 3.7).
- Maintain an appropriate "Report of Record" or "Official Report" with Reference Labs outside the HIE environment, as Lab data from sources other than Hoag does not represent an "Official Report" (Section 3.8).
- Implement procedures for patient notification, consent, and disclosure in accordance with applicable state and federal laws/regulations (Sections 4.6 and 4.7).

Those Participants that provide data to the HIE (Data Providers) are also required to:

- Exercise reasonable care to assure that the patient information provided is correct, accurate and complete, and notify Hoag of any data that is determined to be incomplete or incorrect (Sections 4.2 and 4.6).
- Notify patients regarding the use and disclosure of patient information through the HIE and their rights with respect to non-participation (Section 4.7).

II. Participation Authorization Form:

- The user must complete this form to authorize a reference lab to send to the HIE lab test results the HIE participant ordered or were copied on (Exhibit B).

III. HIPAA Business Associate Agreement: sets forth the terms and conditions upon which Hoag shall act as the business associate of the HIE Participant, as required by HIPAA. This document outlines the obligations of a business associate and covered entities, including (Exhibit C):

- Permitted uses and disclosures of Protected Health Information (PHI) (Section 2.1).
- Prohibited uses and disclosures under HITECH (Section 2.2).
- Adequate safeguards for PHI (Section 2.3).
- Reporting of non-permitted use or disclosure (Section 2.5).
- Access to and amendment of PHI (Section 2.7).
- Term of the agreement and conditions for termination (Article IV).

IV. HIE Policies and Procedures: may be amended from time to time by Hoag, and which are found on the Internet at <http://hie.ehoag.org>.