



Chesapeake Regional Information System for our Patients
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Frequently Asked Questions (FAQ): Participation Agreement

These are highlights of the Participation Agreement to help explain the sections of the agreement. The agreement is broken down into five exhibits which cover the agreement definition, terms and conditions, Business Associate Agreement, Policy and Procedures, and Pricing.

Exhibit A: Definitions

These are a subset of the definitions contained in the participation agreement:

Participant Users are health care providers and other employees, staff, professional or medical staff, contracted medical providers, agents or other Workforce members of Participant who have been authorized by Participant to utilize the HIE for a Permitted Purpose through Participant's System or through user interfaces made available by CRISP.

Health Data is information which is requested, disclosed, stored on, made available on, or sent through, including, but not limited to, Participant directory information, Protected Health Information, Individually Identifiable Health Information, De-Identified PHI or Health Data and Limited Data Sets, all as defined in the HIPAA Regulations, and metadata.

Query Portal is the common resources and infrastructure made available to Participants by CRISP for Permitted Purposes to query the participant's health information.

Direct Secure Email is the secure, point-to-point messaging functionality in accordance with the Direct Protocol to push messages to participants.

Master Patient Index (MPI) is an electronic database that maintains a unique index (or identifier) for every Individual who has been, or who during the term of the agreement becomes, registered as a patient.

Opt-Out is the ability for each Individual and the right to decline to have his or her data transmitted through the CRISP services via the Query-Retrieve protocol and through the Publish-Subscribe Protocol.

Edge Device is a server that is provided and maintained by CRISP and associated with Participant's System, which will hold a copy of all Data of Participant which is available through the HIE and will be utilized for processing of Messages. Participant shall have control over the Edge Device and retain custody and control of the Data maintained in the Edge Device.

Exhibit B: Terms and Conditions

Section 1: Availability of HIE Services

What equipment do I need and what equipment or services will be provided by CRISP to be a data provider to the HIE?

CRISP will deploy dedicated Virtual Private Network (VPN) connection and provide a capability to send information to be accessed by other CRISP participants. CRISP will install and maintain this device in its data center and perform all necessary initial tests to confirm that it is operating properly and able to connect to the CRISP network.

What equipment do I need to access CRISP Services?

Each Participant will be required to maintain his or her own computer hardware (other than the VPN) and software necessary to operate an electronic records storage system that is compatible with CRISP's network. This may be as simple as a web browser, if you are just connecting to the CRISP query portal to access the protected health information.

Each Participant is also responsible for providing their own broadband internet connection (such as a cable or DSL broadband connection) and for providing CRISP with the information that it requires (including, where necessary, confidential information) to enable it to properly connect and configure Participant's Edge Device and connection for participation in the HIE.

Section 2: Policies and Procedures

The Agreement requires that I have my own Access Policies – What must these Access Policies contain?

CRISP does not, at this point, require that a Participant's Access Policies (your "Policies") contain any specific language. Participant Access Policies must sufficiently protect the CRISP HIE, including, specifically, the privacy and security of patient information transmitted through the HIE. To achieve this goal, Participant's Policies must, at a minimum:

- a) Establish who among Participant's workforce may access the HIE or information obtained through the HIE, under what circumstances, and for what purposes;
- b) Obligate all Participant workforce members to obey applicable federal and state privacy laws and to follow the CRISP Policies and Procedures at all times when interacting with the HIE or using or disclosing information obtained through the HIE;
- c) Include language in the Notice of Privacy Practices, which notifies Participant's users of their responsibilities under the law and CRISP's Policies and Procedures (CRISP can provide a sample of this agreement);

- d) Establish a means to notify all of a Participant's users (such as physicians in the practice, or administrative personnel) of changes to CRISP's network, functionality, or policies; and
- e) Provide for the regular monitoring of user access to the HIE and the termination of access for users who misuse the HIE.

Section 3: Use of the HIE Services and Section 4: Use of the Direct Secure Email Services

Can I subcontract or delegate my responsibilities under the Agreement?

Participants may subcontract or delegate their responsibilities under the Agreement, but only to a party with whom the Participant has entered into an appropriate Business Associate Agreement, and who has agreed, in writing, to abide by all provisions of CRISP's Policies and Procedures, the Agreement, and all applicable law.

Section 5: Individual HIE Opt Out Right

What should I tell my patients about the HIE? Must all patients make their protected health information available through the HIE?

Participants must: Inform their patients that they have the right to opt-out of the HIE in accordance with CRISP's Policies and Procedures (this communication may be accomplished via a change to your Notice of Privacy Practices); Provide their patients the forms necessary to opt-out from the HIE;

Section 6: Use of HIE and Data and Section 7: Use of Direct Secure Email and Health Data

What happens to confidential patient and business information I provide to CRISP?

All confidential information Participants provide to CRISP is kept confidential subject to applicable law, each Participant's Agreement with CRISP, and CRISP's Policies and Procedures. It should be noted that any sensitive information a Participant is required not to share by law *should not* be sent to CRISP. It is the Participant's responsibility to filter this information according to their internal policies and procedures. Participants maintain ownership of the data on the CRISP Edge Device.

Section 11: Auditing Related to the HIE Services

What kind of activities does CRISP Audit?

CRISP performs monthly, quarterly, and annual audits of the usage of the systems. We review patient searches against known patient relationships to verify that the usage is in line with CRISP policies. CRISP is audited by a third party annually against the best practices of privacy and security.

What information do I need to keep for Access to the System?

Providers need to provide a point of contact that is responsible for approving users to have credentials to access the HIE services. The point of contact is also required to keep the list of authorized users up to date and inform CRISP when a user should no longer have access to the query portal. CRISP will maintain the audit log of usage of the system and reviews the usage of the system on a periodic basis.

Section 12: Amendments and Advisory Board Consultation

Can CRISP change the Agreement?

CRISP may, from time to time, determine that it is necessary to amend its Contract Terms. CRISP will consult with its Advisory Board before making any amendments to the Agreement. Where CRISP determines an amendment is necessary, it also will determine whether the amendment is essential (such as to comply with law) and whether it is a material or non-material change. For essential changes, Participants will be provided 30 days' notice (for essential material changes) or 10 days' notice (for essential non-material changes) before the amendment takes effect. For non-essential material changes, CRISP will provide Participants 90 days' notice before making a proposed amendment effective. During this time, CRISP will receive Participants' written comments and host an open meeting where Participants may comment on the proposed amendment. If, based on Participants' comments, CRISP elects to change the amendment, the effective date for the revised amendment will be extended by up to 30 additional days. For non-essential and non-material amendments, CRISP will provide Participants 30 days' notice of any planned amendment.

Section 13 General Requirements for Participants.

What will my ongoing responsibilities be as a CRISP Participant?

Participants are required to:

- a) Comply with all terms of your Agreements with CRISP.
- b) If accessing CRISP through your own EHR system, Participants must maintain logs that detail your (and your user's) access to and use of the HIE, and to provide these Logs to CRISP upon request. CRISP maintains logs for those viewing data via the CRISP query portal.
- c) To continue to send data to the CRISP Edge Device so that it may be used in a response to a query for clinical information about one of your patients.
- d) Control user access according to written Access Policies.
- e) Cooperate with CRISP, as requested, to resolve technical difficulties or data discrepancies.
- f) Obey all applicable laws and CRISP's Policies and Procedures, and must keep all CRISP and HIE data confidential.

Section 21: Termination of the Participation Agreement

How can I terminate my participation in the HIE for Data Providers?

Participants wishing to terminate their participation in the HIE must notify CRISP in writing at least 90 days prior to the date they wish their termination to become effective.

How can I terminate my CRISP Services?

Participants wishing to terminate their ability to use the CRISP services must notify CRISP via phone or in writing and accounts will be disabled after 60 days of non use.

What happens to my confidential information when I terminate my participation in the HIE?

The Information that can be returned to a Participant or destroyed (such as a Participant's confidential business information) will be returned or destroyed at CRISP's discretion.

Information which cannot be returned or destroyed (such as patient information which has already been transmitted through the HIE) will be retained and will be protected by all of CRISP's existing security and privacy Policies and Procedures. A single copy of patient information will be kept for audit and legal purposes but will no longer be available for query through the HIE. The continued confidentiality of this information is required by law.

What if I decide to stop treating patients?

The Agreement obligates Participants to notify CRISP immediately in the event that a Participant stops treating patients so that we can revoke access to the CRISP Services.

Exhibit C: Business Associate Agreement

Under the terms of the participation agreement the participant is a business associate of CRISP and is required to meet and to protect personal health information (PHI) in accordance with HIPAA guidelines.

What should I do if I believe someone has accessed the system inappropriately, without proper authorization, or has misused data from the HIE?

In the event of a suspected breach of HIE security, or a misuse of HIE data, Participants should notify CRISP immediately. Participants are required to cooperate in CRISP's investigation and to provide CRISP with any information it believes necessary to identify the improperly used or accessed data and or the source of the security breach. Participants are required to keep this incident confidential, unless CRISP informs them otherwise.

What action will CRISP take if it believes I used the HIE improperly, or in violation of law?

If CRISP believes a Participant or one of a Participant's users has violated the law or CRISP's Policies and Procedures, CRISP will investigate. Participants are required to cooperate with CRISP's investigation. Participants who use the HIE in ways that violate applicable law, or CRISP's Policies and Procedures may be terminated access by CRISP. Participants who do not cooperate with a CRISP investigation, or any other responsibility as described in the parties' HIE Participation Agreement, may be terminated by CRISP. Where CRISP believes that a breach of the security of patient data has occurred, it will take all steps identified in its Business Associate agreements and required by federal or state law, including, where appropriate, notifying the covered entity whose data was improperly accessed or disclosed and/or notifying appropriate authorities of a violation of law.

What if I believe that CRISP has acted improperly or violated the law?

CRISP intends to comply with all applicable laws. Participants who believe that a CRISP Policy, Procedure, or action has not conformed to this standard should immediately notify CRISP. CRISP will cooperate with reasonable requests, based on reasonable and demonstrable grounds, to review CRISP's operations to confirm that it is operating the HIE in conformance with the Agreement and all applicable laws.

What will CRISP do if it discovers a breach or a violation of the security of the information I have provided?

CRISP is bound by the terms of the Business Associate agreement it has entered into with its Participants. In the event that CRISP discovers a breach of its security that it believes may have led to a Participant's data being improperly accessed or disclosed, it will notify that Participant and take all steps required by its Business Associate agreement and federal and state law.

Exhibit D: Participant Fees

Office Based Practices Fees

At this time the Query Portal and Notification Service are at no cost to the Office Based Practices that are associated with a participating Hospital.

Hospital Fees

The hospital fees are set by the Finance Advisory Committee each year with participation from the Hospitals.

Payer Fees

The payer fees come through the HSCRC rate setting for the state grant. Ongoing Payer Fees will be assessed by the Finance Advisory Committee annually.

Extended Care Fees

At this time the Query Portal and Notification Service are at no cost to the Extended Care Providers that are associated with a participating hospital.

Policies and Procedures

The Agreement states that I should be aware of and follow CRISP's Policies and Procedures – What are CRISP's Policies and Procedures?

CRISP has created and will maintain Policies and Procedures which provide a detailed explanation to Participants of how the HIE functions, how CRISP will respond or address various situations, and explains Participants' responsibilities.

Participants are provided the means to access an electronic copy of the current Policies and Procedures on the CRISP public website document library www.crisphealth.org.

CRISP will only amend its Policies and Procedures according to specific procedures and Participants will be provided notice of proposed changes and an opportunity to comment in advance of a change's effective date.

When amendments are finalized, CRISP will notify Participants that its Policies and Procedures have been amended and when the amendment will become effective.

Do I have any responsibilities with regard to CRISP's Policies and Procedures?

You are responsible for reviewing and understanding the Policies and Procedures. You are also responsible for following the Policies and Procedures with regard to your participation in the HIE.

You are responsible for voicing any comments you have with regard to proposed amendments to the Policies and Procedures through the avenues identified therein; e.g., by sending CRISP a written communication or by attending a public meeting on the proposed amendment.

Can CRISP change the Policies and Procedures?

CRISP may, from time to time, determine that it is necessary to amend its Contract Terms or Policies and Procedures. CRISP will consult with its Advisory Board before making any amendments to the Policies and Procedures. Where CRISP determines an amendment is necessary, it also will determine whether the amendment is essential (such as to comply with law) and whether it is a material or non-material change. For essential changes, Participants will be provided 30 days' notice (for essential material changes) or 10 days' notice (for essential non-material changes) before the amendment takes effect. For non-essential material changes, CRISP will provide Participants 90 days' notice before making a proposed amendment effective. During this time, CRISP will receive Participants' written comments and host an open meeting where Participants may comment on the proposed amendment. If, based on Participants' comments, CRISP elects to change the amendment, the effective date for the revised amendment will be extended by up to 30 additional days. For non-essential and non-material amendments, CRISP will provide Participants 30 days' notice of any planned amendment.