

Greater Newark Health Care Coalition  
Health Information Exchange  
Policy Manual

EFFECTIVE: 3/26/20

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 1: Scope and Definitions</b>
<b>Effective Date:</b> _____, 2020

This policy manual for the Greater Newark Health Care Coalition’s Health Information Exchange (“**GNHCC-HIE**”), and the policies and procedures set forth herein (collectively, “**GNHCC-HIE Policy Manual**”), apply to all Participants and Authorized Users accessing the GNHCC-HIE, and are intended to ensure that the GNHCC-HIE is used in an effective, efficient, ethical, and lawful manner.

In connection with the development of this GNHCC-HIE Policy Manual, input was obtained from the governing body of Greater Newark Health Care Coalition (“**GNHCC**”), members of GNHCC’s advisory committees, and from initial participating members. The governing body of GNHCC will maintain this GNHCC-HIE Policy Manual and the policies and procedures set forth herein (each an “**GNHCC-HIE Policy**” and collectively, the “**GNHCC-HIE Policies**”), and monitor the evolution of federal and State laws, regulations, policies and standards pertaining to electronic health information exchanges, and revise these HIE Policies as needed to align such policies with changes to existing laws, regulations, policies and standards.

This GNHCC-HIE Policy Manual, as it may be amended from time to time, will be made available on the GNHCC-HIE Website (as defined herein).

**Definitions:**

Capitalized terms used but not otherwise defined in this GNHCC-HIE Policy Manual shall have the respective meaning ascribed to such terms under HIPAA (as defined herein) and such other Applicable Law concerning the privacy and security of health information.

The following capitalized terms used in this GNHCC-HIE Policy Manual shall have the respective meaning set forth below:

1.1 “**Affiliated HIEs**” has the meaning ascribed to such term in **GNHCC-HIE Policy No. 3 – Participants and Authorized Users**.

1.2 “**Appeal Period**” has the meaning given to such term in **GNHCC-HIE Policy No. 15 – Enforcement and Sanctions**.

1.3 “**Applicable Law**” (and when plural, “**Applicable Laws**”) means any and all applicable federal, state and local laws, regulations, rules, and instructions and guidance established by one or more governmental agencies, including, without limitation: (i) federal criminal law, (ii) the False Claims Act, 31 U.S.C. § 3729 *et seq.*; (iii) the federal anti-kickback statute, 42 U.S.C. § 1320a-7b; (iv) the civil monetary penalties law, 42 U.S.C. § 1320a-7a; (v) the federal physician self-referral law, 42 U.S.C. § 1395nn; (vi) Titles XVIII and XIX of the Social Security Act; (vii) HIPAA and HITECH, and (viii) all other federal, state and local statutes,

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regulations, administrative policies, guidelines and other requirements relating to patient care, the confidentiality, privacy and security of information, the services contemplated in connection herewith, and matters relating thereto, including, without limitation, applicable licensing requirements.

1.4 “**Authorized User**” means an individual designated by a Participant, who has signed an Authorized User Agreement, or equivalent, and is authorized to access and use Data in accordance with such Participant’s registration as a particular Participant User Type.

1.5 “**Authorized User Agreement**” means a legally binding agreement with an individual designated by a Participant pursuant to which such individual agrees to comply with the terms and conditions set forth in such agreement, and these GNHCC-HIE Policies. The Authorized User Agreement shall be in substantially the same form and substance as attached to these policies unless otherwise approved in advance by the GNHCC-HIE.

1.6 “**Breach**” has the meaning ascribed to such term in 45 C.F.R. 164.402.

1.7 “**Breach Notification Laws**” has the meaning given to such term in Section 10.1.1 set forth in **GNHCC-HIE Policy No. 10 – Security Incidents and Breaches**.

1.8 “**Interface Provider**” means the vendor engaged by GNHCC to provide and/or maintain the electronic, web-based interface upon which the GNHCC-HIE operates.

1.9 “**Complaint Log**” has the meaning given to such term in **GNHCC-HIE Policy No. 16 – Complaints**.

1.10 “**Covered Entity**” has the meaning ascribed to such term in 45 C.F.R. 160.103.

1.11 “**Data**” means all PHI, IIHI, and any other information that identifies a Patient and is provided to or accessed through the GNHCC-HIE.

1.12 “**Data Receiver**” means a Participant that has entered into an HIE Agreement with GNHCC and has elected thereunder to have the authority to receive Data that is pushed through the GNHCC-HIE and into such Participant’s EMR, or other similar Data-collection repository, or is specifically made “available” to such Data Receiver for limited viewing.

1.13 “**Data Sharer**” means a Participant that has entered into an HIE Agreement with GNHCC and has elected thereunder to make Data maintained in such Participant’s EMR available for access by other Participants through the GNHCC-HIE and also has elected under such HIE Agreement to have the authority to access and view Data from the GNHCC-HIE that is made available by other Participants. A Data Sharer is essentially a Data Receiver and a Data Supplier.

1.14 “**Data Supplier**” means a Participant that has entered into an HIE Agreement with GNHCC and has elected thereunder to make Data maintained in such Participant’s EMR available for access by other Participants through the GNHCC-HIE and to have the authority to transmit Data to and through the GNHCC-HIE.

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1.15 “**De-Identified**” refers to the process by which Data may be rendered not individually identifiable in compliance with 45 C.F.R. 164.514, and following the completion of such process, the resulting information is not considered PHI or IIHI.

1.16 “**Determination Letter**” has the meaning given to such term in **GNHCC-HIE Policy No. 15 – Enforcement and Sanctions**.

1.17 “**DURSA-type**” means an agreement similar to a Data Use and Reciprocal Support Agreement that details, among other terms, the respective parties’ obligations with respect to the access to and use and disclosure of information available on an HIE.

1.18 “**Electronic Medical Record**” or “**EMR**” means an electronic system used to enter, maintain and store Patient clinical information, including, without limitation, such information as required under Applicable Laws, and maintained by a Health Care Provider who, for purposes of these GNHCC-HIE Policies, is a Participant in the GNHCC-HIE.

1.19 “**Final Determination**” has the meaning given to such term in **GNHCC-HIE Policy No. 15 – Enforcement and Sanctions**.

1.20 “**Health Care Provider**” means a physician, group practice, hospital or health system, or other health care organization or professional that provides treatment to Patients.

1.21 “**Health Information Exchange**” or “**HIE**” means the electronic exchange of patient information between Health Care Providers or entities through a secure network and processes that complies with applicable federal and State standards for privacy and security.

1.22 “**Health Information Organization**” or “**HIO**” means the entity established to oversee and manage the operations of its participants for purposes of providing coordinated and networked Health Information Exchange. For purposes of this GNHCC-HIE Policy Manual, GNHCC is an HIO.

1.23 “**Greater Newark Health Care Coalition**” is a New Jersey Non-Profit Corporation formed to improve the quality, efficiency and accessibility of the healthcare system for vulnerable populations in the City of Newark, New Jersey and surrounding areas.

1.24 “**GNHCC**” means Greater Newark Health Care Coalition

1.25 “**GNHCC Audit Logs**” has the meaning given to such term in **GNHCC-HIE Policy No. 13 – Auditing and Education**.

1.26 “**GNHCC Bylaws**” has the meaning given to such term in **GNHCC-HIE Policy No. 17 – Governance and Oversight**.

1.27 “**GNHCC Governing Body**” means the governing and decision-making body with respect to the GNHCC-HIE, composed of individuals representing those health organizations and systems who act as Participants in the GNHCC-HIE and such other individuals as deemed appropriate by GNHCC from time to time and as permitted under Applicable Law.

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1.28 “**GNHCC-HIE**” means the technology and administrative infrastructure which facilitates the authorized and secure location, access and sharing of Data, including Patient’s health, demographic and related information, held by multiple Health Care Providers by allowing Authorized Users to authenticate and communicate securely over an entrusted network for access and exchange of such Data.

1.29 “**GNHCC-HIE Policies**” means the policies and procedures approved by the GNHCC Governing Body and set forth in this GNHCC-HIE Policy Manual, as may be amended from time to time, that apply to and must be complied with by each and every registered Participant and Authorized User of the GNHCC-HIE.

1.30 “**GNHCC-HIE Policy Manual**” has the means this policy manual for the GNHCC-HIE in effect from time to time.

1.31 “**GNHCC-HIE Website**” means the public online resource page for all information relevant to GNHCC-HIE, maintained by the GNHCC and accessible at <https://www.greaternewarkhcc.org/> or such other website address designated by the GNHCC Governing Body from time to time.

1.32 “**HIE Agreement**” means an agreement in form and in substance which sets forth the terms and conditions pursuant to which a Participant may supply Data to, receive Data from, or otherwise view or access Data through the GNHCC-HIE.

1.33 “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as amended, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Rule”), and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Rule”), as amended from time to time.

1.34 “**HITECH**” means the Health Information Technology for Economic and Clinical Health Act of 2009, as amended from time to time.

1.35 “**Individually Identifiable Health Information**” and “**IIHI**” shall have the meaning given to “individually identifiable health information” under 45 CFR 160.103.

1.36 “**Interface Provider**” means the vendor engaged by GNHCC to provide and/or maintain the electronic, web-based interface upon which the GNHCC-HIE operates; as of the date of the initial operation of the GNHCC-HIE, the vendor engaged as the Interface Provider is CareEvolution, Inc.

1.37 “**Medicaid**” means the Medicaid program established by the New Jersey Division of Medical Assistance and Health Services pursuant to N.J.S.A. 30:4D-1 *et seq.*

1.38 “**Notice of Privacy Practices**” means the notice that each Covered Entity is required to provide to its patients that complies with the requirements set forth under 45 C.F.R. 164.520, and the policies set forth in **GNHCC-HIE Policy No. 5 – HIPAA Notice of Privacy Practices**, and such other requirements imposed by any Applicable Law.

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1.39 “**Opt-Out**” means the process by which a Patient may exercise the choice not to have his or her Data accessed or made available through the GNHCC-HIE.

1.40 “**Participant**” means a party (at the entity-level) that has entered into an HIE Agreement with GNHCC.

1.41 “**Participant Audit Logs**” has the meaning given to such term in **GNHCC-HIE Policy No. 13 – Auditing and Education**.

1.42 “**Participant User Type**” means the classification selected by a Participant and approved or otherwise assigned by GNHCC in accordance with an HIE Agreement. The current Participant User Types include: Data Supplier, Data Receiver and Data Sharer. The Participant User Types and their respective definitions may be amended, added to, deleted or otherwise modified by the GNHCC Governing Body from time to time.

1.43 “**Patient**” means an individual who has received or will receive treatment or health care services from a Health Care Provider; provided, however, until otherwise determined by the GNHCC Governing Body, the term “Patient” as used in this

1.44 “**Permitted Use(s)**” means the use(s) for which Data available through the GNHCC-HIE may be accessed and used, as more particularly set forth in Section 9.2 of **GNHCC-HIE Policy No. 9 – Permitted and Prohibited Uses**. Any use of Data that is not delineated as a Permitted Use in the GNHCC-HIE Policies, for purposes of the GNHCC-HIE, considered a Prohibited Use.

1.45 “**Prohibited Use(s)**” shall mean any access, use or disclosure of Data through the GNHCC-HIE for any reason or purpose other than a Permitted Use. Prohibited Uses include, without limitation, those uses described in Section 9.3 of **GNHCC-HIE Policy No. 9 – Permitted and Prohibited Uses** and the act of manipulating, aggregating, integrating, compiling, merging, reorganizing, regenerating, transferring or otherwise using or disclosing Data for any purpose except for Permitted Uses specifically permitted in accordance with all of the GNHCC-HIE Policies.

1.46 “**Protected Health Information**” and “**PHI**” shall have the meaning given to “protected health information” under 45 CFR 160.103.

1.47 “**Pull**” shall mean, with regard to the GNHCC-HIE and/or an applicable technological application, the act of the Data maintained in the GNHCC-HIE being accessed, viewed, or copied either onto a viewing screen or into a Participant’s EMR or other similar repository by an Authorized User.

1.48 “**Push**” means, with regard to the GNHCC-HIE and/or an applicable technological application, the act of the Data residing within a Participant being automatically “sent to” the GNHCC-HIE centralized repository, or the act of a Participant manually sending the Data to the GNHCC-HIE.

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1.49 “**Sanctioned Party**” has the meaning given to such term in **GNHCC-HIE Policy No. 15 – Enforcement and Sanctions**.

1.50 “**Secretary of HHS**” means the Secretary of the federal Department for Health and Human Services.

1.51 “**Sensitive Information**” has the meaning given to such term in **GNHCC-HIE Policy No. 11 – Sensitive Information**.

1.52 “**State**” means the State of New Jersey.

1.53 “**Unsecured PHI**” shall have the meaning given to “unsecured protected health information” under 45 CFR 164.402.

**Interpretation:** Unless specifically stated otherwise, any and all references in this GNHCC-HIE Policy Manual to one or more Applicable Laws or other requirements shall be interpreted to refer to such authority as amended from time to time.

**Amendment:** This GNHCC-HIE Policy Manual and any one or more GNHCC-HIE Policies set forth herein may be amended, modified, restated, or otherwise changed as determined by the GNHCC Governing Body from time to time, in a manner consistent with the Participants’ respective HIE Agreement. Participants shall be required to abide by the GNHCC-HIE Policy Manual in effect from time to time in accordance with the terms of their respective HIE Agreement.

**No Third Party Beneficiaries:** Notwithstanding anything to the contrary, nothing in this GNHCC-HIE Policy Manual or in any GNHCC-HIE Policy is intended to confer any rights to any third parties.



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<b>GNHCC-HIE Policies</b>
<b>Policy No. 2: Patient Participation and Choice; Opt-Out Procedure</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this Policy is to define procedures ensuring that Patients understand how their information will be used through the GNHCC-HIE and must be given the right to “Opt-Out” of having their information in the GNHCC-HIE made available for access.

**Policies and Procedures:**

2.1 Automatic Inclusion.

2.1.1 Any Data made available by a Participant to the GNHCC-HIE shall be made available through the GNHCC-HIE to the other Participants for access for a Permitted Use; provided, however, the Data relating to any Patient who has opted out of participation in the GNHCC-HIE shall not be made available through the GNHCC-HIE.

2.1.2 Only Participants and Authorized Users may access Data, and any such access must be for a Permitted Use (and not for a Prohibited Use) and otherwise in accordance with Applicable Law and this GNHCC-HIE Policy Manual.

2.1.3 Except as set forth in Section 2.1.4 below and as otherwise determined by the GNHCC Governing Body, Data made available through the GNHCC-HIE shall be limited to Data relating to Patients enrolled in Medicaid.

2.1.4 Notwithstanding Section 2.1.3 above, Participants may elect to make its Data relating to non-Medicaid Patients available to the GNHCC-HIE. In such event, Participant shall notify GNHCC regarding such other Data such Participant desires to make available to the GNHCC-HIE and shall work with GNHCC to institute necessary safeguards within the GNHCC-HIE to limit or restrict access to such non-Medicaid Patient Data; provided, however, Participant shall not provide or make available to the GNHCC-HIE any Data constituting Sensitive Information without the GNHCC Governing Body’s prior written approval with respect thereto.

2.2 Patient Education and Consent.

2.2.1 Participants must maintain and provide a Notice of Privacy Practices to each of their Patients which, among other information, informs their Patients that their PHI may be used and disclosed through the GNHCC-HIE and one or more Affiliated HIEs and informs their Patients of their right to Opt-Out of having their PHI made available through the GNHCC-HIE.

2.2.2 Participants must obtain any and all consents required by Applicable Law from applicable Patients with respect to the use and disclosure of such Patients’ respective PHI, as further described in **GNHCC-HIE Policy No. 5 – HIPAA Notice of Privacy Practices.**

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2.2.3 To facilitate Patients' understanding regarding where information about them is being created, maintained and made accessible for exchange, a list of Participants and Health Care Providers participating in the GNHCC-HIE shall be made available through the GNHCC-HIE Website.

2.3 Opt-Out.

2.3.1 Patients treated by a Health Care Provider who is also an Authorized User and/or affiliated with a Participant shall be given the option and opportunity to choose to not have their Data accessed or made available through the GNHCC-HIE.

2.3.2 Patients may exercise their right to be excluded from the GNHCC-HIE by exercising their right to Opt-Out by logging on to the GNHCC-HIE Website and completing the forms identified thereon for this purpose. GNHCC also shall maintain a mailing address for Patients to notify GNHCC of their desire to Opt-Out of participating in the GNHCC-HIE. A Patient's election to Opt-Out shall be durable and revocable, must be made electronically by completing the applicable forms on the GNHCC-HIE Website or made in writing, and may be revoked only by completing the applicable forms on the GNHCC-HIE Website or by notifying GNHCC in writing. A Patient's Opt-Out is effective as of the date such Opt-Out request is properly submitted to GNHCC, and does not affect Data used or disclosed prior to the date of the Opt-Out submission

2.3.3 If a Patient inquires with a Participant or a Participant's Authorized User as to how to proceed with or complete the Opt-Out process, Participant or the Authorized User, as applicable, shall provide the Patient with contact information for GNHCC's office designated to address Patients' Opt-Out requests and/or the GNHCC's website designated for processing Patients' Opt-Out requests.

2.4 "All or None" Opt-Out. The effect of a Patient's Opt-Out will be to prevent any Data identifying such Patient from being accessible by any Authorized User or Participant through the GNHCC-HIE for that Patient, except those Authorized Users or Participants that have a current patient relationship with such Patient. If the Patient does not elect to Opt-Out, then the Patient's Data shall be made available through the GNHCC-HIE as permitted under this GNHCC-HIE Policy Manual.

2.5 Participant and Authorized User Procedures.

2.5.1 Each Participant and GNHCC shall establish reasonable and appropriate procedures in accordance with this GNHCC-HIE Policy Manual to enable Patients' the opportunity to Opt-Out.

2.5.2 Participants and Authorized Users shall never withhold medical care from a Patient on the basis of the Patient choosing to Opt-Out.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 3: Participants and Authorized Users</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this Policy is to define the agreements and necessary procedures required of a Health Care Provider or other organization to become a Participant in the GNHCC-HIE.

**Policies and Procedures:**

3.1 Participant Requirements.

3.1.1 Participant Types. The following categories of entities may apply to become a Participant:

3.1.1.1 Physician Practices

3.1.1.2 Hospitals and Hospital Systems

3.1.1.3 Clinical Laboratories

3.1.1.4 Licensed Health Care Facilities (e.g., Ambulatory Surgical Facilities, Ambulatory Care Facilities, Long Term Acute Care Hospitals, etc.);

3.1.1.5 Other Licensed Health Care Providers (e.g., Home Health Agencies, Hospice Providers, Mental Health Facilities, Substance Abuse Facilities, etc.);

3.1.1.6 Long Term Care Providers (e.g., Skilled Nursing Facilities (SNFs), etc.);

3.1.1.7 Affiliated HIEs

3.1.1.8 Governmental Agencies

3.1.1.9 Managed Care Organizations

3.1.1.10 Other applicants reviewed and approved in advance by the GNHCC Governing Body.

3.1.2 Registration.

3.1.2.1 Each Participant must be approved by GNHCC and execute an HIE Agreement approved by GNHCC prior to accessing or allowing its Authorized Users to access the GNHCC-HIE. Each Participant must ensure that each of its Authorized Users executes an Authorized User Agreement for the benefit of GNHCC prior to such Authorized User accessing

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the GNHCC-HIE. Each Participant shall be responsible for its Authorized Users use and misuse of the GNHCC-HIE consistent with the Participant's HIE Agreement.

3.1.2.2 The GNHCC Governing Body, in its sole discretion, may approve or reject Health Care Providers or other organizations who seek to become Participants.

3.1.2.3 Each Participant shall have and adhere to privacy and security policies that comply with HIPAA and all other applicable law and that do not conflict with GNHCC-HIE Policies established from time to time by the GNHCC Governing Body regarding the use and disclosure of Data.

3.1.2.4 Each Participant shall provide a name and contact information for a designated representative who will be the primary individual responsible for communicating with GNHCC regarding all matters relating to such Participant's participation in the GNHCC-HIE.

3.1.2.5 Each Participant shall register with GNHCC as the HIE User Type(s) that apply to its level of participation in the GNHCC-HIE. Each Participant shall register as at least one of the HIE User Types. HIE User Types approved for registration with GNHCC are:

- (i) Data Receiver;
- (ii) Data Supplier; and
- (iii) Data Sharer.

3.1.2.6 Each entity or individual that is approved by GNHCC to become a Participant in the GNHCC-HIE must execute a HIPAA Business Associate Agreement with GNHCC prior to providing or making any Data available to GNHCC or through the GNHCC-HIE and prior to accessing any Data through the GNHCC-HIE.

3.1.3 Voluntary Termination.

3.1.3.1 Participants may terminate their participation in the GNHCC-HIE only as set forth in their respective executed HIE Agreement.

3.1.3.2 Upon the effective date of termination of the HIE Agreement, access by the Participant and its Authorized Users to the GNHCC-HIE, and any Data available on or through the GNHCC-HIE, shall be terminated.

3.1.3.3 In the event Participant has directly entered into one or more separate agreements with GNHCC's Interface Provider for additional interfaces, modules or services, Participant shall notify the Interface Provider separately in writing of the termination of its participation with the GNHCC-HIE in accordance with and as permitted by the terms of such agreements and ensure that any connections to the GNHCC-HIE are terminated as of the effective date of the termination of Participant's participation with the GNHCC-HIE.

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3.2 Authorized User Requirements.

3.2.1 Generally. Participant shall ensure that all individuals whom such Participant desires to become Authorized Users execute an Authorized User Agreement for the benefit of GNHCC prior to accessing the GNHCC-HIE. Such Authorized User Agreement shall require the applicable individual to, among other requirements, abide by all GNHCC-HIE Policies in effect from time to time and all Applicable Laws.

3.2.2 List of Identified Authorized Users. Participants shall provide GNHCC with a list of all of the individuals who Participants desire to become Authorized Users of the GNHCC-HIE, and such list shall also identify the category under which the individual qualifies as an Authorized User pursuant to Section 3.2.4 below, and such supporting information that GNHCC reasonably requests to substantiate that the individual qualifies with respect to such category (e.g., licensure, privileges, certification, etc.). Participants shall update such list whenever an individual is added or removed as a desired “Authorized User” and whenever the information pertaining to an individual on the list is not current or accurate.

3.2.3 Notification Regarding Termination of Authorized User’s Access. In order to prevent the impermissible use of or access to the GNHCC-HIE, Participant shall notify GNHCC of the following in writing, as soon as possible, but in no event later than forty-eight (48) hours following the occurrence of the applicable event: (i) Participant becomes aware of any Authorized User’s loss of, or impending loss of, his/her professional licensure and/or adverse changes to his/her clinical privileges status (i.e., license suspension, termination, revocation of clinical privileges); or (ii) the termination of any Authorized User’s employment or engagement with Participant that had required such Authorized User to have access to the GNHCC-HIE on behalf of Participant.

3.2.4 Categories of Authorized Users. The categories of individuals set forth below in this Section 3.2.4 are eligible to become Authorized Users, each of whom must be employed by or otherwise affiliated with Participant. Any category of individuals other than set forth in this Section 3.2.4 must be approved by the GNHCC Governing Body in advance of any of them accessing the GNHCC-HIE:

3.2.4.1 Physicians.

3.2.4.2 Clinical Staff, including nurses, advanced nurse practitioners, physician assistants, laboratory clinical staff, internal pharmacists, and other non-physician professionals.

3.2.4.3 Information technology, data analyst, and process improvement staff, to the extent necessary to perform their respective duties on behalf of Participant.

3.2.4.4 Administrative staff with job responsibilities reasonably assigned by Participant that require such individual(s) to have access to the GNHCC-HIE, such as scheduling, medical records, compliance, or auditing.

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3.2.5 Verification of Identity, Credentials. Participants are responsible for verifying the identity, credentials and authority of each individual it lists as a potential Authorized User to ensure that the individual has the proper legal authority, role and credentials to access the GNHCC-HIE.

3.2.6 Training. Each Authorized User must undertake annual training on compliance with the GNHCC-HIE Policy Manual and Applicable Law, and demonstrate a reasonable understanding of the topics in such training.

3.2.7 Participant Responsibility. Each Participant shall remain responsible at all times for the conduct of its Authorized Users and their compliance with the HIE Agreement, this GNHCC-HIE Policy Manual and all Applicable Laws pertaining to the use of the GNHCC-HIE and the privacy and security of the Data, as set forth in the applicable HIE Agreement.

3.3 Authentication and Access. GNHCC and/or its designees shall issue user names and passwords and/or other security measures as deemed necessary by GNHCC or the Interface Provider that shall permit each Authorized User to access the GNHCC-HIE and that shall allow each Authorized User's access to and use of the GNHCC-HIE to be monitored. Participants shall be responsible for immediately notifying GNHCC of any changes to its list of Authorized Users so that such usernames/passwords may be modified, cancelled, or de-activated, as the case may be. Participants shall restrict access to the GNHCC-HIE to only those Authorized Users approved to access the GNHCC-HIE pursuant to an Authorized User Agreement and who have valid usernames and passwords.

3.4 Connecting to Other Health Information Exchanges.

3.4.1 Any HIO seeking to connect its HIE to the GNHCC-HIE shall be required to apply for participation with GNHCC. For the purposes of this GNHCC-HIE Policy Manual, the HIE of an HIO electing to participate in the GNHCC-HIE, being duly approved by the GNHCC Governing Body, and completing the registration process with respect thereto shall be referred to as an "**Affiliated HIE**".

3.4.2 Prior to any HIO applicant becoming an Affiliated HIE and having access to or use of the information available on the GNHCC-HIE, such HIO must be approved by the GNHCC Governing Body and the then-current Participants.

3.4.3 If an HIO is approved to register and connect with the GNHCC-HIE by GNHCC, such HIO shall be required to execute a DURSA-type participation agreement with GNHCC, and to elect a Participant User Type. Such HIO may modify its Participant User Type or terminate its participation with the GNHCC-HIE upon notifying the GNHCC Governing Body in writing accordingly, subject to such other requirements as may be set forth in such HIO's participation agreement with GNHCC.

3.5 Responsibility for Related Expenses. Each Participant shall be responsible for all costs and expenses incurred by such Participant relating to its and its Authorized Users'

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maintaining its and their compliance with the terms and requirements set forth in this GNHCC-HIE Policy Manual.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 4: Compliance with Law</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** Each Participant and Authorized User must understand and adhere to all Applicable Laws, as well as all GNHCC-HIE Policies, as may be amended from time to time, when accessing and/or using or disclosing any Data through the GNHCC-HIE.

**Policies and Procedures:**

4.1 Compliance with Applicable Law and Policy.

4.1.1 Each Participant and Authorized User shall, at all times, comply with all Applicable Laws, including, but not limited to, HIPAA, HITECH and other such laws and regulations protecting the confidentiality and/or security of IIHI, including, without limitation Data, and establishing certain individual privacy rights.

4.1.2 Each Participant and Authorized User shall, at all times, comply with all authorization and documentation requirements prior to accessing, using or disclosing PHI or other Data as required by all Applicable Laws. Each Participant shall be responsible for determining what forms and formats of authorizations, consents and other documentation is required to be obtained from Patients prior to accessing any of such Patient's PHI or other Data.

4.1.3 Each Participant and Authorized User shall use reasonable efforts to stay abreast of any changes or updates to and interpretations of all Applicable Laws that may affect their use and disclosure of Data.

4.2 GNHCC-HIE Policies.

4.2.1 Each Participant is responsible for ensuring that it has developed and implemented appropriate internal policies and procedures to ensure that Authorized Users comply with Applicable Laws and these GNHCC-HIE Policies.

4.2.2 Each Participant and Authorized User is responsible for ensuring it has complied with, and is complying with, the most recent version of these GNHCC-HIE Policies, which shall be made available to all Participants of the GNHCC-HIE through the GNHCC-HIE Website, and upon request to the GNHCC Governing Body or its designee.

4.3 Review and Amending GNHCC-HIE Policies.

4.3.1 The GNHCC Governing Body shall review the GNHCC-HIE Policies at least annually and make changes deemed appropriate by the GNHCC Governing Body, or its



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designee. All such changes shall become effective and binding upon each Participant and its Authorized Users in accordance with Section 4.3.3 below.

4.3.2 Each Participant and its Authorized Users, upon executing the HIE Agreement or Authorized User Agreement, as the case may be, agrees to be bound by all GNHCC-HIE Policies in effect as of the date of the execution thereof.

4.3.3 Any amendments, additions, or deletions to the GNHCC-HIE Policies, shall go into effect after same is approved by the GNHCC Governing Body and shall be binding upon each Participant and its respective Authorized Users on the applicable effective date, which shall follow the date upon which the GNHCC Governing Body notifies Participant of the applicable amendments, additions, or deletions in accordance with the terms of the HIE Agreement.

4.4 Participant's Internal Policies.

4.4.1 Each Participant is responsible for ensuring that it has developed and implemented appropriate and necessary internal policies and procedures to allow it and its Authorized Users to comply in full with all Applicable Laws and all GNHCC-HIE Policies.

4.4.2 In the event of a conflict between these GNHCC-HIE Policies and a Participant's internal policies and procedures, the Participant and its Authorized Users shall comply with the policy and/or procedure that is more protective of the privacy and security of Patient Data.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 5: HIPAA Notice of Privacy Practices</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** Participants must provide their Patients with a Notice of Privacy Practices that adequately addresses, among other matters, the respective Participant’s privacy practices and use and disclosure of Data on and through the GNHCC-HIE.

**Policies and Procedures:**

5.1 Provision of Notice of Privacy Practices. Each Participant that is a Covered Entity shall develop, distribute and maintain a Notice of Privacy Practices that complies with HIPAA and all other Applicable Laws pertaining to such Participant and that complies with these GNHCC-HIE Policies.

5.2 Content of Notice of Privacy Practices.

5.2.1 The Notice of Privacy Practices shall meet the applicable content requirements set forth under HIPAA and comply with all Applicable Laws, including, without limitation, HITECH, as each may be amended from time to time.

5.2.2 The Notice of Privacy Practices shall include, without limitation, a description of the GNHCC-HIE and of the following:

5.2.2.1 What information may be included in and made available through the GNHCC-HIE;

5.2.2.2 Who is permitted to access information through the GNHCC-HIE;

5.2.2.3 The Permitted Uses for which a Patient’s PHI can be accessed through the GNHCC-HIE; and

5.2.2.4 How a Patient can “Opt-Out” of having his or her information made available on or through the GNHCC-HIE.

5.3 Revising the Notice of Privacy Practices. Participants may revise their Notice of Privacy Practices at any time, provided that such Notice of Privacy Practices continues to comply with these GNHCC-HIE Policies. If, at any time, a Participant’s Notice of Privacy Practices fails to satisfy the requirements of this GNHCC-HIE Policy, such Participant shall promptly amend or revise its Notice of Privacy Practices as necessary to satisfy such requirements.

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5.4 Providing Notice of Privacy Practices to Individuals.

5.4.1 Each Participant who is a Covered Entity shall implement its own procedures governing the distribution of the Notice of Privacy Practices, including, without limitation any and all revisions and amendments thereto, to its Patients, and shall ensure such procedures are consistent with these GNHCC-HIE Policies and comply with HIPAA, HITECH and all other Applicable Law.

5.4.2 The Notice of Privacy Practices shall be given and made available to individuals and posted at Participant's treatment locations as required under HIPAA.

5.4.3 Each Participant shall be solely responsible for any and all costs associated with printing, distributing and otherwise making available to Patients the Notice of Privacy Practices and any and all revisions and amendments thereto.

5.5 Individual Acknowledgement.

5.5.1 Each Participant of the GNHCC-HIE that is a Covered Entity shall make a good faith effort to obtain a new Patient's written acknowledgement of receipt of the Notice of Privacy Practices or to otherwise document the Participant's or its Health Care Providers' providing the Notice of Privacy Practices to the Patient and efforts to obtain such written acknowledgment even if unable to obtain such acknowledgment.

5.5.2 The form of written acknowledgment or other documentation shall comply with HIPAA and HITECH and other Applicable Laws and shall be maintained for a period of no less than six (6) years from the date of the acknowledgement or date upon which such documentation was created.

5.5.3 Each Participant shall implement its own procedures governing its obtaining of a Patient's written acknowledgement of receipt of the Notice of Privacy Practices, which shall be consistent with the GNHCC-HIE Policies and in compliance with Applicable Laws.

5.6 Participant-Specific Information or Procedures.

5.6.1 Participants may choose a more proactive Notice of Privacy Practices distribution process than required under this GNHCC-HIE Policy, and may include more detail in their Notice of Privacy Practices regarding specific privacy practices that do not otherwise conflict with or fall below the minimum requirements established under HIPAA, HITECH and these GNHCC-HIE Policies.

5.6.2 Nothing in this GNHCC-HIE Policy shall be construed to preclude Participants which are not Covered Entities from developing privacy policies or privacy practices in the sole discretion of any such Participant.

5.6.3 With regard to Participants that are Affiliated HIEs, the HIO responsible for operating such Affiliated HIE shall ensure that its own HIE network of Covered Entities and

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participants comply with the principles, policies and procedures set forth in this GNHCC-HIE Policy.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 6: Patient Rights</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this Policy is to ensure that the GNHCC shall afford Patients the full scope of rights in accordance with HIPAA, HITECH, and other Applicable Law.

**Policies and Procedures:**

6.1 Access to Information by Patients.

6.1.1 A Patient shall have the right to access his or her own PHI in accordance with HIPAA, HITECH, and other Applicable Laws governing patient “access rights” to medical records.

6.1.2 Each Participant shall:

6.1.2.1 Afford its Patients the right to access their PHI maintained by such Participant in a Designated Record Set (as defined under HIPAA) in accordance with HIPAA, HITECH, and other Applicable Laws.

6.1.2.2 Have a formal process through which Patients are able to request copies of their PHI originating from such Participant.

6.1.2.3 Provide copies of the applicable PHI to a requesting Patient in the form and format reasonably requested and charge only those fees permitted under 45 C.F.R. 164.524 and applicable state law.

6.1.2.4 Not access the GNHCC-HIE to Pull or produce copies of other Participant’s Data solely in response to a Patient’s request to access to his/her PHI that is maintained by a different Participant. Each Participant’s response to a Patient’s access request under 45 C.F.R 164.524 shall be limited to PHI contained in such Participant’s respective medical records maintained with respect to such Patient. For avoidance of doubt, all PHI retrieved by a Participant through the GNHCC-HIE with respect to a Patient for treatment purposes shall become part of such Participant’s Patient record with for such Patient, and can thereafter be used and disclosed by such Participant as permitted under Applicable Law.

6.1.3 Requests by individuals for access to PHI in the GNHCC-HIE that are received directly by GNHCC will generally be directed to the Participant originating such Data, and such Participant shall thereafter be responsible for responding to such Patient as required under HIPAA and hereunder.

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6.2 Accounting of Disclosures.

6.2.1 Patients shall have the right to request and obtain an accounting of disclosures of such Patient's PHI maintained in a Designated Record Set in accordance with 45 C.F.R. 164.528 (each an "**Accounting of Disclosures**").

6.2.2 Each Participant shall be responsible for affording its Patients the right to an Accounting of Disclosures with regard to PHI maintained by such Participant in a Designated Record Set in accordance with its own internal policies, HIPAA, HITECH and other applicable law, as each may be amended from time to time.

6.2.3 Each Participant shall be responsible for developing and maintaining a process by which Patients are able to request an Accounting of Disclosures from the data-originating Participant.

6.2.4 Participants shall be responsible for providing an Accounting of Disclosures to a requesting Patient in a readable form and format, including electronic formats, where appropriate.

6.3 Response to Accounting of Disclosures Request.

6.3.1 If a Patient submits a request for an Accounting of Disclosures to GNHCC, such request will be promptly forwarded to the appropriate Participant(s) for response.

6.3.2 In its capacity as a HIPAA Business Associate, GNHCC will maintain appropriate records that would permit Participant to respond to a Patient's request for an Accounting of Disclosures with regard to Data that GNHCC is maintaining on behalf of such Participant.

6.3.3 GNHCC will provide to the requesting Participant, where necessary for a Participant to respond to a Patient's Accounting of Disclosures request, an Accounting of Disclosures "report" in a readable form and format, containing such information as may be required to respond to a Patient's Accounting of Disclosures request in compliance with HIPAA and HITECH.

6.4 Amendment of Data.

6.4.1 Each Participant shall be responsible for affording its Patients the right to request an amendment with regard to the Patients' PHI maintained by such Participant in a Designated Record Set as permitted and in accordance with HIPAA, HITECH and other Applicable Laws.

6.4.2 If a Patient requests, and the Participant accepts, an amendment to the PHI about the Patient (and such information was accessed and may have been relied upon or could foreseeable have been relied upon by other Participants in the GNHCC-HIE to the detriment of the Patient), then the Participant shall make reasonable efforts to inform such other Participants of the Amendment. To accomplish the foregoing:

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6.4.2.1 A Participant's EMR must support automatic transmission of accepted amendments or corrections of Data to the GNHCC-HIE or have the technological capability to manually "send" or Push the accepted amendments or corrections to the GNHCC-HIE.

6.4.2.2 If a Participant's EMR cannot support the automatic Push of amendments or corrections to the Data to the GNHCC-HIE or a manually-triggered Push of amendments or corrections to the Data to the GNHCC-HIE, then the Participant shall immediately notify GNHCC of such inability.

6.5 Requests for Restrictions.

6.5.1 Each Participant shall afford its Patients the right to request a restriction on the uses and disclosure of Data, regarding the applicable Patient, maintained by such Participant in a Designated Record Set in accordance with HIPAA, HITECH and other Applicable Laws.

6.5.2 Participants shall be responsible for complying with a Patient's requests to restrict disclosures of such Patient's PHI made by the Participant to a health plan where the disclosure is solely for purposes of payment or health care operations and related solely to a health care item or service for which the Patient paid in full and out of pocket. If pursuant to a Patient's request, a Participant has agreed to restrict certain uses or disclosures of such Patient's PHI, then the Participant shall be responsible for preventing such Patient's restricted PHI from being disclosed to or shared through the GNHCC-HIE if such disclosure or sharing would violate the agreed-upon restriction.

6.5.3 Except as otherwise required by applicable law, the Patient's only option to request a restriction on the GNHCC-HIE's use and disclosure of such Patient's Data directly to the GNHCC-HIE is to elect to Opt-Out from the GNHCC-HIE, as provided for under this GNHCC-HIE Policy Manual.

6.6 Authorizations, Consents and Approvals.

6.6.1 Participants shall be responsible for affording their Patients the right to authorize or consent to uses and disclosure of their PHI/Data when required under HIPAA, HITECH or other Applicable Law.

6.6.2 Participants shall be solely responsible for obtaining all necessary authorizations, consents and other acknowledgements from its Patients, in the form and substance required by Applicable Law, prior to using and/or disclosing such Patient's PHI/Data.

6.6.3 Where a Patient's written authorization is required to use and/or disclose such Patient's PHI/Data through the GNHCC-HIE, Participant shall be responsible for obtaining such written authorization in the form and manner necessary to comply with Applicable Laws, as well as include any specific language that may be required by GNHCC with respect to the GNHCC-HIE.

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6.6.4 Participants shall ensure that the form of each authorization Participant receives from its Patients with respect to the use and/or disclosure of such Patient's PHI/Data complies with all Applicable Laws regarding the specific PHI/Data being used or disclosed through the GNHCC-HIE prior to such use or disclosure.

6.6.5 Where a Patient's authorization or consent is needed but such authorization or consent is not specifically required by Applicable Law to be in writing, the applicable Participant shall determine the methods for documentation that shall be sufficient for reflecting that such authorization or consent was obtained. By way of example, and without limitation, such methods may include obtaining an acknowledgment of receipt of a Participant's Notice of Privacy Practices that describes the manner in which a Patient's PHI may be used and disclosed. Participants shall ensure that such Patient authorizations and consents are obtained in compliance with all Applicable Laws with regard to the specific PHI/Data being used or disclosed through the GNHCC-HIE prior to such use or disclosure.



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<b>GNHCC-HIE Policies</b>
<b>Policy No. 7: Authorization and Access</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** GNHCC forbids the unauthorized access to any and all information maintained on or available through the GNHCC-HIE and must have the authority to take measures to maintain security, integrity and quality of the Data. This Policy shall set forth standards for verifying and authenticating the identity and the authority of an Authorized User requesting Data through the GNHCC-HIE.

**Policies and Procedures:**

7.1 Access Control Responsibility and Management.

7.1.1 Participants and Authorized Users shall cooperate and assist the GNHCC as needed to ensure adequate access controls and management thereof with respect to the GNHCC-HIE and the information available on or through the GNHCC-HIE.

7.1.2 With respect to its Authorized Users, Participants shall request access for only those individuals who are adequately trained and who have a legitimate need to access the Data available on or through the GNHCC-HIE based upon their role with respect to such Participant.

7.1.3 Participants and Authorized Users shall comply with all policies and procedures established by GNHCC and its Interface Provider from time to time regarding the implementation and management of access controls intended to limit the ability of any unauthorized individual or entity from accessing the GNHCC-HIE, including, without limitation, password, username, connectivity, network security, hardware and software protocols and requirements.

7.2 Access Request Process.

7.2.1 Access to the GNHCC-HIE must be restricted to Authorized Users and used only for Permitted Uses.

7.2.2 All Authorized Users must sign an Authorized User Agreement, or equivalent, as a prerequisite to obtaining access to the GNHCC-HIE.

7.2.3 Participants are required to execute a HIPAA- and HITECH-compliant Business Associates Agreement with GNHCC relating to the use of the GNHCC-HIE.

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7.2.4 All individuals seeking to access the GNHCC-HIE shall also be subject to the authentication standards and requirements set forth in **GNHCC-HIE Policy No. 8 - Authentication**.

7.2.5 Any individual requesting access as an Authorized User or otherwise whose identity, relationship to a Participant, or legitimate need to access the Data cannot be substantiated, in GNHCC's discretion, may be denied access by GNHCC to the GNHCC-HIE.

7.3 Access Removal.

7.3.1 GNHCC will temporarily suspend or permanently revoke, as it reasonably deems appropriate, access to the GNHCC-HIE by one or more of a Participant's Authorized Users, and profiles related thereto will be temporarily suspended or permanently removed, as applicable, upon the occurrence of one or more of the following:

7.3.1.1 The termination of Participant's HIE Agreement, without Participant contemporaneously entering into a new HIE Agreement, or substantially similar agreement, with GNHCC;

7.3.1.2 An Authorized User's misuse or abuse of access to the GNHCC-HIE, as reasonably determined by the GNHCC Governing Body or its designee;

7.3.1.3 The expiration or termination of, or change in, an Authorized User's job function such that there is no longer a business, clinical or otherwise legitimate need for such individual to access the GNHCC-HIE, as reasonably determined by the GNHCC Governing Body or its designee; and

7.3.1.4 When directed by the GNHCC Governing Body, in its sole discretion.

7.3.2 Participants must promptly, and without unreasonable delay, notify the GNHCC in the event that the Participant elects to remove, suspend or modify an Authorized User's access to the GNHCC-HIE or upon becoming aware of the occurrence of an adverse change to an Authorized User's professional licensure or clinical privileges (e.g., the suspension or termination thereof).

7.4 List of Authorized Users. GNHCC shall provide the Participants with a list of registered and active Authorized Users affiliated with the Participant upon Participant's reasonable request, and Participant shall be responsible for ensuring that such list is current and accurate.

7.5 Passwords and Login Controls.

7.5.1 All access to Data through the GNHCC-HIE shall be through a combination of unique username and password, and such other security mechanisms as determined by the GNHCC Governing Body.

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7.5.2 Participants shall inform and train its Authorized Users to select a strong password and to maintain the privacy and confidentiality of their respective usernames and passwords and to not share, post or otherwise publicize or make available to unauthorized third parties their respective usernames and passwords.

7.5.3 Authorized Users are prohibited from:

7.5.3.1 Accessing the GNHCC-HIE using any username, password or other credentials assigned to any other Authorized User.

7.5.3.2 Allowing any individual who is not an Authorized User to access the GNHCC-HIE.

7.5.3.3 Allowing any other individual to use the username, password or other credentials assigned to such Authorized User.

7.5.4 The GNHCC-HIE shall implement automatic log-off functions after a period of idleness and shall require Authorized Users to periodically reset their password.

7.6 Disciplinary Action. Compliance with this GNHCC-HIE Policy shall be strictly enforced. Disciplinary action must be taken by Participants and/or GNHCC in accordance with the **GNHCC-HIE Policy No. 15 - Enforcement and Sanctions**, as may be appropriate in response to any one or more violations of this GNHCC-HIE Policy.

7.7 Audit Trails. GNHCC may maintain, by or through the Interface Provider and/or the GNHCC-HIE, audit trails of all sign-ons to the GNHCC-HIE and records of all queries entered into the GNHCC-HIE and Data accessed through the GNHCC-HIE. GNHCC may also monitor any and all uses, functions and operations of the GNHCC-HIE that GNHCC deems reasonable and necessary to maintain the security and privacy of the Data available on or through the GNHCC-HIE and as otherwise required by Applicable Law.

7.8 Outside Connections. Any application or portal utilized by a Participant that provides access to Data through the GNHCC-HIE shall automatically terminate a connection or otherwise log off after a reasonable period of inactivity.

7.9 Response to Breach. If an actual or potential breach of the security of the GNHCC-HIE or the Data available through the GNHCC-HIE is identified by a Participant, Authorized User and/or GNHCC, the parties shall take steps to secure the GNHCC-HIE in accordance with **GNHCC-HIE Policy No. 10 – Security Incidents and Breaches**.

7.10 Prohibited Access.

7.10.1 Under no circumstances is any Authorized User or Participant permitted or authorized to engage in any activity that is illegal under Applicable Law while utilizing the GNHCC-HIE.

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7.10.2 The following list is by no means exhaustive, but describes certain activities that are considered “prohibited access” practices, and any Authorized User perpetrating such prohibited access practices shall be in material violation of the GNHCC-HIE Policy Manual, and such Authorized User’s access to the GNHCC-HIE may be immediately terminated by GNHCC, in its sole discretion, upon the occurrence of any one or more of such practices by an Authorized User:

7.10.2.1 Sharing or otherwise making available the username and/or password to others or allowing use of the Authorized User’s account by any other individual for any reason;

7.10.2.2 Using the GNHCC-HIE for effecting any one or more security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing Data of which the Authorized User is not an intended recipient or logging into a server or account that the Authorized User is not expressly authorized to access;

7.10.2.3 Circumventing user authentication or security protocol, procedure or protections of any server, network or account to access the GNHCC-HIE;

7.10.2.4 Copying, transmitting or providing information about the GNHCC-HIE or any Data contained therein or accessible thereon to any third party without all required authorizations; or

7.10.2.5 Inappropriately viewing or accessing Data through the GNHCC-HIE for an unauthorized purpose or which amounts to a Prohibited Use, including, without limitation, accessing a co-worker’s PHI to harass or intimidate, or collecting information regarding another Participant’s practices.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 8: Authentication</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** GNHCC requires Participants to set minimum standards for authentication of its Authorized Users prior to their accessing the GNHCC-HIE.

**Policies and Procedures:**

8.1 Required Authentication of Authorized Users.

8.1.1 The identity of Authorized Users shall be authenticated, as detailed in Section 8.2 below, before access to the GNHCC-HIE is granted.

8.1.2 Each Participant shall be responsible for following best practices for authentication requirements to verify and authenticate the identity of all individuals who such Participant desire to be qualified as Authorized Users.

8.1.3 Participant shall ensure its Authorized Users’ credentials are in “good standing.”

8.1.4 Following each session, Authorized Users shall be required to re-enter their respective username and password credentials in order to confirm their identity prior to regaining access to the GNHCC-HIE.

8.2 Authentication Standards. Each Authorized User seeking to obtain access rights to the GNHCC-HIE shall be authenticated through an authentication methodology consistent with the standards set forth in National Institute of Standards and Technology Special Publication 800-63, as may be modified or amended from time to time. Authorized Users shall be uniquely identified and authorized in accordance with the **GNHCC-HIE Policy No. 7 – Authorization and Access** before they may be granted access to the GNHCC-HIE.

8.3 Affiliated HIEs Authentication Requirements. Each HIO operating an Affiliated HIE shall establish and maintain policies and procedures that govern Authorized Users’ ability to access information in or through the Affiliated HIE that are consistent with those set forth in these policies and procedures and Applicable Law.

8.4 Authentication and Security Features for GNHCC-HIE Platform. As of the Effective Date of this GNHCC-HIE Policy, the Interface Provider, CareEvolution, Inc., has implemented the following advanced authentication and security features: two-factor authentication, standards based brokered authentications (SAML), NIST 140-2 compliance cipher technologies, x.509 based certification management, and non-repudiation of audit trails. The authentication and security features of the GNHCC-HIE platform may be updated by the Interface

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Provider or the GNHCC Governing Body from time to time, provided that they shall at all times be consistent with industry standards and requirements established by Applicable Law.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 9:</b> Permitted and Prohibited Uses
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this Policy is to ensure that Data and the GNHCC-HIE are used and accessed only as permitted under Applicable Law and these GNHCC-HIE Policies, and that Participants and Authorized Users have proper measures and safeguards in place to ensure that Data and the GNHCC-HIE are used only for Permitted Uses.

**Policies and Procedures:**

9.1 Compliance with Applicable Law.

9.1.1 All disclosures of Data through the GNHCC-HIE and the use of information obtained from or through the GNHCC-HIE shall be consistent with all Applicable Laws, and shall not be used for any unlawful or unauthorized purpose.

9.1.2 If Applicable Law requires that certain documentation exist or that other conditions be met prior to accessing, using or disclosing any Data for a particular purpose, the requesting Participant or Authorized User, as the case may be, shall ensure that it has obtained the required documentation or met the requisite conditions prior to accessing, using or disclosing any Data for such purpose, and shall provide proof of the same at the request of the disclosing Participant, Authorized User, or GNHCC.

9.2 Permitted Uses.

9.2.1 Each Participant and Authorized User shall make available, provide or request Data through the GNHCC-HIE only to the extent necessary and only for those purposes that are permitted by (i) Applicable Laws, (ii) the controlling terms of the Participant's executed HIE Agreement, (iii) the Authorized User Agreement, and (iv) these GNHCC-HIE Policies.

9.2.2 Until otherwise determined by the GNHCC Governing Body, Participants shall use Data available on and through the GNHCC-HIE by its Authorized Users only for Treatment, Payment or Health Care Operations purposes (as such terms are defined under HIPAA).

9.2.3 Authorized Users shall send and/or transmit any and all Data only through properly encrypted means (e.g., encrypted e-mail).

9.3 Prohibited Uses and Disclosures and Limitations on Uses and Disclosures.

9.3.1 Each Participant and its respective Authorized Users are prohibited from using or disclosing any Data available on or through the GNHCC-HIE, or any component thereof, in a form or manner that violates or is prohibited by any provision of this GNHCC-HIE Policy

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Manual or that violates or is prohibited by any Applicable Law, or is otherwise identified by the GNHCC Governing Body as a Prohibited Use.

9.3.2 Each Participant and its respective Authorized Users are prohibited from using the GNHCC-HIE to aggregate Data to compare the performance of other Participants and/or their respective Authorized Users without the express written consent of GNHCC and each of the Participants and Authorized Users being compared.

9.3.3 Each Participant and its respective Authorized Users are prohibited from using the GNHCC-HIE to provide any non-patient services or sublicenses of the GNHCC-HIE to any third party, including, without limitation, providing any service bureau services or similar services to any third party.

9.4 Compliance with Interface Provider Requirements.

9.4.1 Participants and Authorized Users will comply with Applicable Laws and the GNHCC-HIE Policies with regard to Permitted Uses of the GNHCC-HIE, the Data available on and through the GNHCC-HIE, and applicable requirements to obtain patient authorization. Participants and Authorized Users shall comply with the requirements established by the Interface Provider from time to time with respect to accessing and using the GNHCC-HIE platform.

9.4.2 Participants and Authorized Users acknowledge and agree that they are responsible for determining the information necessary to make medical and diagnostic decisions and for complying with all Applicable Laws pertaining to the delivery of health care services. The GNHCC-HIE platform upon which the GNHCC-HIE operates is not a substitute for the professional judgment of Health Care Providers.

9.4.3 Participants and Authorized Users are responsible for verifying the accuracy of all Data they contribute to the GNHCC-HIE and Data, or aggregation thereof, received from or through the GNHCC-HIE, and for determining the information necessary for its Health Care Providers to make medical and diagnostic decisions. Participants and Authorized Users are also responsible for complying with all Applicable Law pertaining to the delivery of health care services.

9.4.4 Participants and Authorized Users are responsible for establishing and maintaining reasonable quality control procedures to ensure the accuracy of Data made available to the system and shall give whatever weight they deem appropriate to the information provided on or through the GNHCC-HIE.

9.4.5 Participants and Authorized Users must test for reasonableness and accuracy any and all financial and management information produced by or through the GNHCC-HIE prior to relying on such information as it deems appropriate for its purpose.



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<b>GNHCC-HIE Policies</b>
<b>Policy No. 10: Security Incidents and Breaches</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** GNHCC maintains minimum standards that Participants and Authorized Users must follow in the event of a Security Incident or Breach of PHI, including, without limitation, reporting to the proper individuals as well as mitigating any and all harm that may arise from such Security Incident or Breach.

**Policies and Procedures:**

10.1 Compliance with Applicable Law.

10.1.1 Participants and their Authorized Users shall comply with the following (collectively, the “**Breach Notification Laws**”):

10.1.1.1 Section 13402 of HITECH (the “**Breach Statute**”);

10.1.1.2 HHS Final Rule for Breach Notification for Unsecured PHI (45 CFR Parts 160 and 164, Subpart D) (the “**Breach Notification Rule**”);

10.1.1.3 The New Jersey Identity Theft Prevention Act (“**NJITPA**”), N.J.S.A. 56:8-161 et seq. (the “**NJITPA Breach Statute**”); and

10.1.1.4 NJITPA regulations governing Written Security Programs, N.J.A.C. 13:45F-1.1 et seq., Subchapter 3 (the “**NJITPA Breach Rule**”).

10.1.2 Capitalized terms used under this **GNHCC-HIE Policy No. 10 – Security Incidents and Breaches** but not otherwise defined herein shall have the respective meaning given to such terms under the Breach Notification Laws or HIPAA, as applicable, unless specified to the contrary.

10.2 Detecting Potential Breaches.

10.2.1 Participants shall develop and maintain policies and procedures for monitoring activities and circumstances that could lead to or result in a potential or actual Breach.

10.2.2 Participants or Authorized Users who have reason to believe that a Breach involving PHI or “protected information” under applicable State law (“**PI**”) has or may potentially have occurred with regard to another Participant’s Data being accessed or disclosed through the GNHCC-HIE must report such information promptly and without unreasonable delay to the GNHCC Governing Body or its designee.

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10.2.3 Participants shall enter into Business Associate Agreements (each of which complies with HIPAA) with all of its vendors and contracted parties that qualify as Business Associates under HIPAA.

10.2.4 As part of striving to detect Security Incidents and Breaches, Participant shall audit its systems and networks routinely for any evidence of unauthorized acquisitions, access, uses, or disclosures of PHI or PI.

10.3 Investigating Incidents and Breaches.

10.3.1 Participants shall promptly and without unreasonable delay investigate and evaluate any and all reports of internal Breaches (or potential security breaches that may not amount to a Breach) to determine if such events affect or are likely to affect the GNHCC-HIE or the other Participants. This shall include, without limitation, actual or suspected Security Incidents or Breaches resulting from or with respect to the Participant's engagement with one or more Business Associates.

10.3.2 The GNHCC Governing Body or its designee shall investigate all Breaches that occur through or with respect to the GNHCC-HIE and that may affect one or more Participants.

10.3.3 Participants and GNHCC will adhere to the applicable Breach Notification Laws (federal and/or State, as applicable) when assessing whether or not a Breach has occurred.

10.4 Reporting Obligations.

10.4.1 Participants and Authorized Users must promptly notify GNHCC, as follows:

10.4.1.1 Upon its/his/her Discovery of any and all actual or suspected Breaches involving Unsecured PHI accessed through the GNHCC-HIE; and

10.4.1.2 Upon its/his/her Discovery of any and all Security Incidents that are likely to have a materially adverse effect with respect to the operations or legal obligations of GNHCC or any other Participant.

10.4.2 For Participants that are Affiliated HIEs, the HIO operating such Affiliated HIE shall additionally notify each of its own Participants that may have been affected by the actual or suspected Breach.

10.4.3 As further described in Section 10.5 hereof, Participants shall be responsible for notifying its Patients who are affected by any Breach. To the extent that such Breach involved the use or operation of the GNHCC-HIE, GNHCC shall assist Participants affected by such Breach in accordance with Section 10.6.2 below.

10.5 Coordination of Breach Reporting by Participants. Participants shall be responsible for reporting Breaches affecting the Unsecured PHI of its Patients to such Patients and, if

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applicable, the Secretary of HHS. If a Breach involves the GNHCC-HIE and affects the Patients of multiple Participants, those Participants and GNHCC may collaborate on the form and substance of any Patient notifications and, if applicable, notifications to the Secretary of HHS.

10.6 Responsibilities in the Event of a Breach.

10.6.1 Participant Obligations. Participants must develop, implement and maintain policies and procedures regarding the detection, reporting and mitigation of a Breach as part of their HIPAA policies and procedures. To the extent that any Breach involves Data available on or accessed through the GNHCC-HIE, or there exists a possibility that such Breach may also affect the GNHCC-HIE or other Participants, Participant must:

10.6.1.1 Promptly notify the GNHCC Governing Body, or its designee, regarding the Breach or potential Breach upon Discovery thereof.

10.6.1.2 Promptly and without unreasonable delay, investigate (or, if the Participant is an Affiliated HIE, then to require its applicable participants to investigate) the scope and magnitude of such actual or suspected Breach, and identify the root cause of the Breach or potential Breach.

10.6.1.3 Mitigate, to the extent practicable, any harmful effect of such Breach that is known to the Participant.

10.6.1.4 Cooperate with GNHCC and any other Participants affected by the Breach to notify (or require the applicable Participant to notify) the Patient and any applicable regulatory agencies as required by and in accordance with Applicable Laws.

10.6.1.5 Impose and document sanctions where appropriate and in accordance with the **GNHCC-HIE Policy No. 15 - Enforcement and Sanctions**.

10.6.1.6 Retain documentation relating to or arising from events of Breach or suspected Breach in a Security Incident/Breach Log, including, but not limited to, reports, investigations, evaluations, notices, sanctions and other corrective action taken, for a period of at least six (6) years from the date of the incident.

10.6.2 GNHCC Obligations.

10.6.2.1 GNHCC shall immediately respond to, evaluate, and investigate any and all reported actual or suspected Breaches involving PHI or PI accessed on or through the GNHCC-HIE that may affect Patients and Participants within the timeframes as set forth in the applicable Business Associate Agreements between GNHCC and the applicable Participants. GNHCC shall investigate such reports in accordance with these HIE Policies.

10.6.2.2 For actual and suspected Breaches that involve the GNHCC-HIE, GNHCC shall cooperate and coordinate with the affected Participant(s) to:

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10.6.2.2.1 Investigate the scope, magnitude and harm of the actual or suspected Breach;

10.6.2.2.2 Mitigate to the extent practicable the harm that may have occurred to GNHCC, the other Participants and the affected Patients as a result of such actual or suspected Breach;

10.6.2.2.3 Reevaluate safeguards to identify and address any system security gaps;

10.6.2.2.4 Impose sanctions upon Participants and/or Authorized Users where appropriate and in accordance with the **GNHCC-HIE Policy No. 15 - Enforcement and Sanctions**.

10.7 Mitigation.

10.7.1 Based on the classification of the Breach and other relevant information, GNHCC may take any one or more of the following temporary actions to mitigate the potential risk of harm to individuals and other Participants during the Breach investigation process:

10.7.1.1 Preventing an Authorized User from accessing the GNHCC-HIE;

10.7.1.2 Preventing a Participant and all of its Authorized Users from accessing the GNHCC-HIE; and

10.7.1.3 Preventing all Participants and their Authorized Users from accessing the GNHCC-HIE.

10.7.2 Based on the outcome of the Breach investigation, the GNHCC Governing Body shall determine whether any temporary mitigation measures made pursuant to Section 10.7.1 hereof will be made permanent and whether any additional mitigation/corrective actions are necessary.

10.8 Documentation. GNHCC will retain all documentation regarding Breaches occurring with respect to the GNHCC-HIE, including, without limitation, copies of Breach notifications sent in accordance with this Policy relating to a Breach involving the GNHCC-HIE.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 11: Special Protection</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this Policy is to ensure that certain Data subject to “Special Protection” (as defined herein) is not accessed or disclosed except in strict accordance with Applicable Law. The GNHCC-HIE shall ensure such Data is afforded specific procedural, technological and/or other safeguards as may be necessary and appropriate.

**Policies and Procedures:**

11.1 Compliance with Applicable Law and GNHCC-HIE Policies.

11.1.1 “**Special Protection**” means requiring additional or specific consent or patient authorization or some the satisfaction of some additional condition prior to the applicable information being accessed used or disclosed, over and above the requirements that apply to protected health information generally under HIPAA.

11.1.2 Each Participant and Authorized User will comply with the standards and requirements set forth in this and all other applicable GNHCC-HIE Policies as well as any Applicable Laws before releasing, requesting or accessing any category of information subject to Special Protection (hereinafter, “**Sensitive Information**”).

11.1.3 **The following categories of Sensitive Information are examples of Data that may be accessible in the GNHCC-HIE:**

- HIV/AIDS Diagnosis and Treatment Information (as defined under N.J.S.A. 26:5C-8);
- Information Related to Treatment of a Venereal Disease (as defined under N.J.S.A. 26:4-27);
- Drug or Alcohol Addiction Treatment Records (as defined under N.J.S.A. 26:2B-8);
- Substance Use Disorder Program Patient Records (as defined under 42 C.F.R. Part 2, as amended);
- Mental Health and Developmental Disability Facility Records and Reports (as protected under N.J.S.A. 30:4-24.3);
- “Psychotherapy Notes” (as defined under HIPAA and HITECH);

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- Genetic Information (as defined under HIPAA and HITECH);
- Treatment of an Unemancipated Minor (under N.J.S.A. 9:17A-1.1, *et seq.*, and HIPAA and HITECH); and
- Protected Health Information Subject to a Request by an Individual to Restrict Disclosure (pursuant to 45 C.F.R. 164.522).

*The foregoing list is not all-inclusive and under no circumstances releases Participants and Authorized Users from their obligation to notify GNHCC of any specific Data they maintain or receive that may be subject to Special Protection by other Applicable Law.*

11.2 Prior to accessing Data on or through the GNHCC-HIE that includes any Sensitive Information, Participants and Authorized Users must obtain the applicable Patient's written authorization that includes, without limitation, explicit reference to the Participants' and Authorized Users' intent to access such Sensitive Information prior to so accessing such Data on or through the GNHCC-HIE. Such authorization must be obtained for each episode of treatment, an episode cannot last more than six months.

11.3 Accessing Sensitive Data Safeguard.

11.3.1 Where written, informed consent from the Patient is required by law, Participants and Authorized Users are required to attest that they have obtained written, informed consent from the Patient or Patient's authorized representative, as prompted by the GNHCC-HIE platform.

11.3.2 Copies of written informed consent and other proof of authorizations obtained from Patients shall be maintained by Participants in accordance with timeframes required under applicable State and/or federal law, and will be produced to GNHCC-HIE upon its reasonable request for auditing purposes, until such time as the GNHCC-HIE may adopt an automated consent process.

11.3.3 The GNHCC-HIE shall assess and evaluate technological programs for automating the Patient consent process, including, but not limited to the possibility of an "electronic" consent form that would be "e-signed" by the Patient and uploaded to the GNHCC-HIE system. If such an automated consent process is adopted by GNHCC-HIE, Participants and Authorized Users will be required to obtain Patient informed consent, where required by law, through such procedures as may be adopted by GNHCC-HIE.

11.4 Prohibition on Re-Disclosure. Participants and Authorized Users shall not subsequently re-disclose Sensitive Information that is subject to Special Protection, except in accordance with Applicable Law.

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11.5 Auditing for Compliance.

11.5.1 The GNHCC-HIE shall develop processes and procedures for auditing Participant and Authorized User compliance with this GNHCC-HIE Policy and the identified categories of Sensitive Information subject to Applicable Law.

11.5.2 Participants and Authorized Users shall submit to and cooperate with such auditing as may be performed by GNHCC-HIE, including providing documentation of Patient consent and other authorizations where required.

11.6 Sanctions. Sanctions with respect to a Participant's or its Authorized Users' non-compliance with this GNHCC-HIE Policy and Applicable Laws will be imposed in accordance with the **GNHCC-HIE Policy No. 15 - Enforcement and Sanctions.**

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 12:</b> Minimum Necessary Use and Disclosure
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this Policy is to promote the privacy principles of collection limitation, use limitation, data integrity and quality and security safeguards and controls. Participants and Authorized Users will only access the Minimum amount of data necessary to treat Patient’s condition.

**Policies and Procedures:**

12.1 Uses and Disclosures.

12.1.1 Each Participant and Authorized User shall use and disclose only the minimum amount of Data obtained through the GNHCC-HIE as is necessary for a Permitted Use.

12.1.2 Each Participant and Authorized User shall limit the access to and sharing of Data obtained through the GNHCC-HIE to only those workforce members, agents, and contractors who need the information in connection with their job function or duties, including treating the Patient.

12.2 Access.

12.2.1 Each Participant and Authorized User shall access and request through the GNHCC-HIE only the minimum amount of Data as is necessary for the purpose of the access or request.

12.2.2 As allowed under HIPAA, access to Data through the GNHCC-HIE by a Health Care Provider for Treatment purposes is NOT subject to the minimum necessary requirements.

12.3 Entire Medical Record.

12.3.1 A Participant and Authorized User shall not use, disclose, or request an individual’s entire medical record except where specifically justified as the amount that is reasonably necessary to accomplish the purpose of the use, disclosure, or request.

12.3.2 This limit does not apply to disclosures to or requests by a Health Care Provider for Treatment purposes or disclosures Required By Law.



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<b>GNHCC-HIE Policies</b>
<b>Policy No. 13:</b> Auditing and Education
<b>Effective Date:</b> _____, 2020

**Purpose:** GNHCC must have the ability to maintain formal auditing processes for recording and examining Participant’s and Authorized Users’ access to, uses and disclosures of information on and through the GNHCC-HIE, as well as to verify Participant’s and Authorized Users’ compliance with access and authorization controls, administrative, technological, physical and other safeguards designed to prevent and/or limit unauthorized access to Data on or through the GNHCC-HIE.

**Policies and Procedures:**

13.1 Participant Audit Logs.

13.1.1 Each Participant is required to maintain electronic audit logs (“**Participant Audit Logs**”), that track and document the time Participant’s or its Authorized Users use of the GNHCC-HIE.

13.1.2 Participant Audit Logs shall include such information as may be necessary for a Participant to respond to a request for an accounting of disclosures by a Patient as well as to detect any unauthorized uses, disclosures or modifications to Data occurring on Participant’s system. At a minimum, such Participant Audit Logs shall include the following information

13.1.2.1 Identity of the Patient whose PHI/Data was accessed;

13.1.2.2 Identity of the Authorized User accessing the PHI/Data;

13.1.2.3 Type of PHI/Data or other record accessed (e.g., pharmacy data, clinical laboratory data) with Data containing Sensitive Information specifically identified;

13.1.2.4 Date and time of the access, or attempted access, to the GNHCC-HIE;

13.1.2.5 Source of the PHI/Data (the Participant from which the PHI/Data was derived); and

13.1.2.6 Unsuccessful log-in attempts.

13.1.3 Participant Audit Logs must be immutable (i.e., the log information cannot be capable of being altered by anyone regardless of access privileges, or that any alterations are conspicuously identified as being altered).

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13.1.4 Participant will review its Participant Audit Logs regularly, but no less frequently than annually, and identify and report to GNHCC any irregularities identified by Participant with respect to its Authorized Users' access to or use of the GNHCC-HIE, including, without limitation, alterations to Data and unauthorized log-ins and unauthorized log-in attempts. Participants shall mitigate any and all events of improper accessing and use of the GNHCC-HIE identified by Participant from time to time.

13.1.5 Participant shall maintain its Participant Audit Logs for a period of at least six (6) years from the respective date on which the Participant Audit Log was created.

13.2 GNHCC Audit Logs.

13.2.1 GNHCC shall maintain electronic audit logs ("GNHCC Audit Logs") to track activities on the GNHCC-HIE.

13.2.2 GNHCC Audit Logs shall include, at a minimum, the following information:

13.2.2.1 Identity of the Patient whose PHI/Data was accessed;

13.2.2.2 Identity of the Authorized User accessing the PHI/Data and the identity of the Participant with which he/she is affiliated;

13.2.2.3 Type of PHI/Data or other record accessed (e.g., pharmacy data, clinical laboratory data) with Data containing Sensitive Information specifically identified;

13.2.2.4 Date and time of Authorized Users' access to the GNHCC-HIE;

13.2.2.5 Source of the PHI/Data (the Participant maintaining the respective Data); and

13.2.2.6 Unsuccessful log-in attempts.

13.2.3 GNHCC Audit Logs must be immutable (i.e., the log information cannot be capable of being altered by anyone regardless of access privileges, or that any alterations are conspicuously identified as being altered).

13.2.4 GNHCC will review its GNHCC Audit Logs regularly and identify any irregularities with respect to its Authorized Users' access to or use of the GNHCC-HIE, including, without limitation, alterations to Data and unauthorized log-ins and unauthorized log-in attempts. GNHCC shall mitigate any and all events of improper access to and use of the GNHCC-HIE identified by GNHCC from time to time.

13.2.5 GNHCC shall maintain its GNHCC Audit Logs for a period of at least six (6) years from the respective date on which the GNHCC Audit Log was created.

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13.3 Periodic and Ad Hoc Audits.

13.3.1 GNHCC and each of the Participants shall conduct period audits of its respective use of the GNHCC-HIE consistent with this GNHCC-HIE Policy.

13.3.2 GNHCC may periodically conduct random audits on a sample of Participants. Participants shall cooperate with GNHCC by producing documentation supporting the audit as reasonably requested by GNHCC. At a minimum, GNHCC and each of its Participants shall audit or, if applicable, direct a third party to audit the following:

13.3.2.1 Required documentation of consent/authorization forms for Patients whose PHI is accessible through the GNHCC-HIE by other Participants and their Authorized Users;

13.3.2.2 The existence and implementation of appropriate policies, procedures and documentation to permit Patients to Opt-Out of the GNHCC-HIE if such Patients so desire;

13.3.2.3 That Data being accessed on or through the GNHCC-HIE is being accessed only by Authorized Users and the use of Data accessed on or through the GNHCC-HIE is being used only for a Permitted Use; and

13.3.2.4 The existence and implementation of adequate administrative, technical and physical safeguards to protect against the inappropriate or impermissible access to or use of Data available on or through the GNHCC-HIE.

13.4 Complaints.

13.4.1 If GNHCC receives a complaint (written or verbal) regarding, or the results of a periodic audit reasonably suggests, a Participant's or any of its Authorized Users' impermissible use of or access to the GNHCC-HIE and/or the Data available on or through the GNHCC-HIE, GNHCC shall further investigate such matters and the applicable Participant(s) and/or Authorized User(s) shall cooperate with such investigation.

13.4.2 If GNHCC receives a complaint (written or verbal) regarding, or the results of a periodic audit reasonably suggests GNHCC's impermissible use of or access to the GNHCC-HIE and/or the Data available on or through the GNHCC-HIE, GNHCC shall further investigate such matters and, if appropriate, engage a third party to conduct an investigation into such matters.

13.5 Aggregated Audit Reports. GNHCC will provide all Participants with aggregate reports generated from any periodic or ad hoc audits. Reports will be generated at the Authorized User and Participant levels and will contain only De-Identified information.

13.6 User Education.

13.6.1 GNHCC and/or the Interface Provider will provide educational sessions or informative documentation to the Authorized Users, or to the Participants to provide to their

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respective Authorized Users, relating to the proper use and operation of the GNHCC-HIE. All Authorized Users shall cooperate with and participate in any and all education sessions relating to the operation, use and/or function of the GNHCC-HIE to the extent reasonably required by the GNHCC Governing Body. Further, all Authorized Users shall use their best efforts to attend all non-mandatory educational sessions and to promptly review all informative documentation relating to the operation, use and/or function of the GNHCC-HIE when same is made available to the Participants and/or Authorized Users.

13.6.2 Participants shall ensure that its Authorized Users receive proper training and education, on a periodic basis, regarding their obligations under HIPAA, HITECH and other Applicable Laws, and under these GNHCC-HIE Policies.

13.7 Cooperation with Audit Process.

13.7.1 Participants shall cooperate with and participate in the audit procedures as set forth in this GNHCC-HIE Policy. This includes, without limitation, hosting site visits and providing complete and accurate documentation requested by GNHCC representatives to support audit activities within ten (10) calendar days of notification by GNHCC.

13.7.2 Failure to cooperate with GNHCC representatives related to audit requests may result in sanctions as outlined in the **GNHCC-HIE Policy No. 15 – Enforcement and Sanctions**.

13.8 Audit Governance. The GNHCC Governing Body, or its designee, will review audit reports generated by GNHCC representatives, request additional audit activities when appropriate.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 14:</b> Data Quality and Integrity
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this GNHCC-HIE Policy is to ensure that Patient Data accessed through the HIE is complete, accurate, and available to Participants and Authorized Users and has not been altered or destroyed in an unauthorized manner so as to protect the quality of care that a Patient receives, the medical decisions that may be made, and health outcomes through complete and accurate Data moving through the GNHCC-HIE.

**Policies and Procedures:**

14.1 Participant and Authorized User Requirements.

14.1.1 Participants and Authorized Users must take reasonable steps to ensure that Data shared through the GNHCC-HIE is accurate, complete, and up-to-date (to the extent necessary for the Participant’s or Authorized User’s intended purposes) and has not been altered or destroyed in an unauthorized manner.

14.1.2 Participants and Authorized Users must develop and monitor internal processes to detect, prevent, and mitigate any unauthorized changes to, or deletions of, PHI/Data.

14.1.3 Participants and Authorized Users shall implement security measures to protect against unauthorized access to Data that is being transmitted over an electronic communications network, in accordance with relevant provisions under HIPAA’s Security Rule.

14.1.4 Participants and Authorized Users are required to update or correct Data that they reasonably believe to be incorrect, incomplete or outdated. In the event such Data is corrected or updated, Participants and Authorized Users must timely notify other Participants and/or Authorized Users reasonably believed to have accessed or relied upon the information. To facilitate this process, each Participant’s EMR must have the technical capability to “automatically” send updates and corrections to the GNHCC-HIE, or, at a minimum, allow the Participant to “manually release” or “Push” updates and corrections of Data to the GNHCC-HIE.

14.1.5 Participants and Authorized Users shall work collaboratively to ensure Data integrity and timely respond to requests for review or revision of Participant’s Data available through the GNHCC-HIE.

14.1.6 Participants shall implement methods for encryption (128 bit or better) and decryption, where appropriate, to protect Data stored and transmitted through the GNHCC-HIE. No portable media (e.g., mobile devices) shall be used to store or transmit Data through the GNHCC-HIE without approval from GNHCC and reasonable and appropriate encryption protections in place to secure the Data contained thereon.

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14.1.7 Participants and Authorized Users shall cooperate with and participate in periodic and ad hoc data quality and integrity audits performed by GNHCC and/or its designee.

14.2 GNHCC Requirements.

14.2.1 GNHCC shall implement security measures to safeguard electronically transmitted Data from improper modification. This includes implementation of electronic mechanisms to corroborate that Data has not been altered or destroyed in an unauthorized manner during transmission. Participants shall assist GNHCC with developing and implementing such mechanisms and with ensuring such mechanisms are effective.

14.2.2 GNHCC shall develop processes to detect, prevent, monitor and mitigate unauthorized changes to, or deletions of, Data occurring on or through the GNHCC-HIE.

14.2.3 GNHCC shall implement methods for encryption (128 bit or better) and decryption, where appropriate, to protect Data stored and transmitted through the GNHCC-HIE. No portable media (e.g., mobile devices) shall be used to store or transmit Data through the GNHCC-HIE without reasonable and appropriate encryption protections in place to secure the Data contained thereon consistent with Applicable Law.

14.3 Periodic Audits of the GNHCC-HIE's Operation.

14.3.1 Periodic audits of the GNHCC-HIE's operation and function shall be conducted by appointed representative(s) of GNHCC. At a minimum, GNHCC representatives shall audit the following:

14.3.1.1 The accuracy of the Data available to Authorized Users through the GNHCC-HIE;

14.3.1.2 The completeness of the Data available to Authorized Users through the GNHCC-HIE; and

14.3.1.3 The response time for Data to be made available to the requesting Authorized User through the GNHCC-HIE upon the submission of a query by such Authorized User.

14.3.2 GNHCC will maintain audit reports generated under this GNHCC-HIE Policy and retain such documentation for a period of six (6) years from the date on which such report was created.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 15:</b> Enforcement and Sanctions
<b>Effective Date:</b> _____, 2020

**Purpose:** This GNHCC-HIE Policy is intended to provide a method for GNHCC to address instances when a Participant or any of its Authorized Users, employees, agents, or contractors is suspected of or determined to be violating any GNHCC-HIE Policy, or any Applicable Law governing the use or disclosure of PHI, IIHI or other Data.

**Policies and Procedures:**

15.1 Enforcement of GNHCC-HIE Policies.

15.1.1 The Participants and GNHCC share responsibility for enforcement of the GNHCC-HIE Policies.

15.1.2 Enforcement by Participant.

15.1.2.1 Each Participant shall require its Authorized Users, employees, agents and contractors to comply with the GNHCC-HIE Policies to the extent applicable, and shall inform such individuals of that requirement. GNHCC shall make the GNHCC-HIE Policy Manual available on the GNHCC-HIE Website for reference by such individuals.

15.1.2.2 Each Participant shall require its Authorized Users, employees, agents, and contractors to report suspected violations of the GNHCC-HIE Policies to the Participant, and shall adopt appropriate disciplinary measures for such individuals' failure to abide by such requirement.

15.1.2.3 Each Participant shall, in accordance with its internal policies, take disciplinary action against those of its Authorized Users, employees, agents, and contractors who violate any GNHCC-HIE Policy or any Applicable Law governing the use and disclosure of IIHI, including, without limitation, the subset of PHI.

15.1.2.4 If a Participant learns of or suspects a violation of any GNHCC-HIE Policy, the Participant shall report such known or suspected violation to GNHCC. This reporting does not relieve the Participant from its duty to take appropriate disciplinary action against its Authorized Users, employees, agents, or contractors in accordance with Participant's internal policies for such violations or the underlying actions/omissions of the individual.

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15.1.3 Enforcement by GNHCC.

15.1.3.1 If the GNHCC Governing Body or its designee has reason to suspect a violation of any GNHCC-HIE Policy due to the auditing process, independent reporting, or other source, GNHCC will conduct an investigation.

15.1.3.2 During an investigation, the name of any individual suspected of a violation shall be kept confidential; provided, however, such name shall be known to GNHCC's staff and the applicable Participant. To ensure confidentiality, GNHCC's staff shall assign a reference number to any individual who is the subject of such an investigation.

15.1.3.3 The investigation shall include, but is not limited to, the following actions:

15.1.3.3.1 GNHCC may request, at its discretion, an in-person meeting with a Participant's chosen representative or any of its Authorized Users, employees, agents, or contractors who are suspected of violating a GNHCC-HIE Policy.

15.1.3.3.2 During an investigation, a Participant's or Authorized User's access to the GNHCC-HIE may be suspended at the discretion of the GNHCC.

15.1.3.4 Once the investigation is complete, the GNHCC Governing Body will make a determination regarding any sanctions to be imposed upon, or curative actions to take with respect to, the applicable Participant and/or Authorized User(s). The GNHCC Governing Body shall record such determination in meeting minutes or by such other recording method; provided, however, the individual(s) who is/are the subject of such investigation shall not be identified by name, but instead identified by the reference number assigned to such individual(s) during the investigation.

15.1.3.5 Any individual serving on the GNHCC Governing Body who is affiliated with the Participant that is itself, or whose Authorized User(s) is, potentially subject to sanctions may participate in discussions regarding the GNHCC's findings, but must abstain from all voting with respect to any sanctions or curative actions to be imposed as a result of the GNHCC's findings.

15.1.3.6 The GNHCC Governing Body's decision shall be recorded in a notice to the applicable Participant (a "**Determination Letter**") that specifies, at a minimum, the following:

15.1.3.6.1 The nature of the suspected or substantiated violation;

15.1.3.6.2 Whether a sanction has been imposed and, if so, the terms and duration of the sanction;

15.1.3.6.3 The GNHCC Governing Body's rationale for its decision;  
and



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15.1.3.6.4 The ability, if any, that the affected Participant(s) and/or Authorized User(s) have to request that the GNHCC Governing Body reconsider its determination.

15.1.3.7 The GNHCC Governing Body shall transmit its Determination Letter to the affected Participant(s) and/or Authorized User(s) pursuant to the notice requirements set forth in the applicable Participant's HIE Agreement with GNHCC.

15.2 Sanctions for Violation of GNHCC-HIE Policies.

15.2.1 Based on its interpretation of the findings and the severity of the violation, the GNHCC Governing Body may issue a sanction against one or more Participants and/or their respective Authorized Users. Examples of the types of sanctions that may be imposed include, but are not limited to, the following:

15.2.1.1 Suspension of access to the GNHCC-HIE for any period of time that the GNHCC Governing Body deems appropriate;

15.2.1.2 Imposition of a probationary period for restricted use of the GNHCC-HIE. During this probationary period, GNHCC shall conduct audits to monitor the sanctioned Authorized User's and/or Participant's compliance with all of the GNHCC-HIE Policies; and

15.2.1.3 Termination of access to and use of the GNHCC-HIE.

15.2.2 In its discretion, the GNHCC Governing Body may issue a sanction against a Participant and its entire staff of Authorized Users, or an individual Authorized User.

15.2.3 Any sanctions imposed by the GNHCC Governing Body against an Authorized User or a Participant hereunder will relate only to such individual's or entity's authority and ability to use or access the GNHCC-HIE, to Push Data to or otherwise make Data available through the GNHCC-HIE. These sanctions shall not, in and of themselves, terminate or modify any rights or privileges (e.g., credentialing privileges) that an Authorized User may have independently with a Participant. Other than as required under Section 15.1.2 of this GNHCC-HIE Policy, any employment-related or other disciplinary actions taken against an Authorized User or workforce member of a Participant is reserved to the respective Participant (e.g., re-training requirements or internal access restrictions or limitations). Notwithstanding the foregoing, if the applicable Participant or Authorized User, as the case may be, is a member of the medical staff of one or more other Participants, the GNHCC Governing Body will notify the such other Participant(s) of any sanction imposed and the reason for same.

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15.3 Appeals.

15.3.1 Any Authorized User or Participant subject to sanction pursuant to this GNHCC-HIE Policy (the “**Sanctioned Party**”) shall be provided an opportunity to appeal the imposition of such sanction to the GNHCC Governing Body.

15.3.2 To initiate such appeal, the Sanctioned Party must submit a written notice requesting such appeal to the GNHCC Governing Body and such notice must be received by the GNHCC Governing Body within ten (10) business days after the Determination Letter is issued. The appeal letter must detail the specific reasons and information supporting why the GNHCC Governing Body should reconsider the sanctions imposed.

15.3.3 Such appeal shall be considered and concluded by the GNHCC Governing Body within forty-five (45) business days following the GNHCC Governing Body’s receipt of the appeal notice issued in accordance with Section 15.3.2 hereof (the “**Appeal Period**”). In the discretion of the GNHCC Governing Body, the sanctions imposed by the GNHCC Governing Body shall continue in full force and effect during the Appeal Period.

15.3.4 The appeal shall be reviewed by the GNHCC Governing Body; provided, however, any member of the GNHCC Governing Body who is affiliated with the Participant affected by such sanctions (by way of it or any of its Authorized Users being subject to such sanctions) shall recuse himself or herself from such review and all decisions relating to such appeal.

15.3.5 During the Appeal Period, the Sanctioned Party may request an in-person meeting with the GNHCC Governing Body or its designee. The GNHCC Governing Body or its designee may request additional information from the Sanctioned Party and any other parties involved in the matter.

15.3.6 By the end of the Appeal Period, the GNHCC Governing Body shall issue a final determination in writing to uphold or overturn the imposed sanction (the “**Final Determination**”). The Final Determination shall include the rationale for the decision. The Final Determination cannot be appealed. The Final Determination must be transmitted to the Sanctioned Party promptly following such determination.

15.4 Notices. All notices or requests required under this GNHCC-HIE Policy shall be sent in accordance with the notice provisions set forth in the applicable HIE Agreement. Notwithstanding the foregoing, the parties may agree to send and/or receive such notices or requests by other method.

15.5 No Limitation of Rights. This GNHCC-HIE Policy is not intended to, and shall not, limit or in any way prevent or restrict GNHCC from exercising any and all of its rights under the applicable HIE Agreement or at law.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 16: Complaints</b>
<b>Effective Date:</b> _____, 2020

**Purpose:** This GNHCC-HIE Policy provides a process by which Patients may complain and/or make suggestions or other comments about practices or activities related to the GNHCC-HIE and/or the operation thereof, and/or with respect to the access to or use of the GNHCC-HIE by Participants and/or Authorized Users.

**Policies and Procedures:**

16.1 Complaints.

16.1.1 GNHCC and all Participants shall accept complaints from Patients and/or their family members concerning practices related to the GNHCC-HIE and violations of rights or other obligations of HIPAA, HITECH or other Applicable Law.

16.1.2 GNHCC will also accept complaints from Patients and/or their family members, Participants and Authorized Users concerning practices of any one or more Authorized Users or Participants with respect to the GNHCC-HIE.

16.1.3 The procedures for the complaint process will be made known through education materials and online resources.

16.1.4 If any Participant or Authorized User receives a general complaint regarding the operation or function of the GNHCC-HIE, such entity or individual shall promptly forwarded such complaint to GNHCC for handling.

16.1.5 Complaints may be submitted in writing or by any other reasonable method.

16.1.6 Neither GNHCC nor any Participant or Authorized User may retaliate, discriminate against, intimidate, coerce, or otherwise reprise a Patient, and/or his/her family member, if he or she files a complaint relating to this GNHCC-HIE Policy.

16.2 Anonymity and Confidentiality.

16.2.1 Complaints may be submitted anonymously. In such case, it is the responsibility of the submitting complainant to ensure that no identifying information is included or submitted with such complaint that could reveal his, her or its identity or compromise his, her or its anonymity.

16.2.2 Unless material to the complaint, no PHI shall be included in the complaint. If the complainant reasonably believes that PHI is material to the complaint, the complainant shall

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limit such PHI to only that which is reasonably necessary to include, and at all times, such PHI shall be used and disclosed only as permitted under HIPAA, HITECH and other Applicable Law.

16.3 Complaint Log.

16.3.1 Copies of complaints submitted to GNHCC hereunder and the resolutions thereof shall be maintained by GNHCC in a log (the “**Complaint Log**”). The form and substance of the Complaint Log shall be established by the GNHCC Governing Body.

16.3.2 Outcomes or resolutions to written complaints will be documented, but may not be communicated to the submitting complainant unless specifically requested, and if so requested, will only be communicated to the submitting complainant when the GNHCC Governing Body deems such disclosure appropriate, or when otherwise required by Applicable Law.

16.4 Nature of Complaints.

16.4.1 Complaints submitted to GNHCC hereunder are not considered a part of a Patient’s Designated Record Set or a part of an individual’s employment records, as may be applicable.

16.4.2 Complaints submitted to GNHCC hereunder that include concerns or issues regarding the actions of an employee, agent or Business Associate of a Participant are subject to the following provisions:

16.4.2.1 If the complaint includes information that may suggest violations of these GNHCC-HIE Policies, provisions of the HIE Agreement, or other affirmative obligations a Participant or Authorized User to GNHCC, then GNHCC may take action with respect to such actual or potential violations pursuant to the **GNHCC-HIE Policy No. 15 - Enforcement and Sanctions**.

16.4.2.2 If the complaint includes information that may require action or response by the respective employer (e.g., a Participant), such employer shall respond and address any such employment concerns in accordance with its own internal employment practices and policies.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 17:</b> Governance and Oversight
<b>Effective Date:</b> _____, 2020

**Purpose:** The purpose of this GNHCC-HIE Policy is to establish and define the responsibilities of the GNHCC Governing Body with respect to its oversight of the GNHCC-HIE and its obligations under this GNHCC-HIE Policy Manual.

**Policies and Procedures:**

17.1 Formation. The GNHCC Governing Body may establish one or more committees for the purpose of carrying out GNHCC’s obligations under this GNHCC-HIE Policy Manual. In such event, the applicable references to “**GNHCC Governing Body**” within this GNHCC-HIE Policy Manual shall be deemed to also refer to the applicable committee(s) established by the GNHCC Governing Body for such purpose. Such committee(s) shall have the authority bestowed upon it by the GNHCC Governing Body.

17.2 Membership. The GNHCC Governing Body shall consist of, among other individuals, representatives from Participants that are Health Care Providers, and shall be organized consistent with GNHCC’s Bylaws, in effect from time to time (the “**GNHCC Bylaws**”). The terms of the individuals serving on the GNHCC Governing Body shall be established in a manner consistent with the GNHCC Bylaws.

17.3 Consensus and Unanimity. Unless otherwise set forth in this GNHCC-HIE Policy Manual or established by the GNHCC Governing Body, all matters coming before the GNHCC Governing Body shall be decided in accordance with the voting procedures and requirements set forth in the GNHCC Bylaws.

17.4 Meetings. The GNHCC Governing Body shall meet periodically in accordance with the applicable terms and requirements set forth in the GNHCC Bylaws.

17.5 Authority and Responsibilities.

17.5.1 The GNHCC Governing Body shall be responsible for providing oversight of and strategic direction with respect to the operation and function of the GNHCC-HIE. Matters over which the GNHCC Governing Body shall exercise oversight include, without limitation, the following:

17.5.1.1.1 Development and approval of the GNHCC-HIE Policies, the form of HIE Agreement and form of Authorized User Agreement;

17.5.1.1.2 Addition of new Participants and Participant User Types;

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17.5.1.1.3 GNHCC-HIE technology;

17.5.1.1.4 GNHCC-HIE services;

17.5.1.1.5 Efforts to connect the GNHCC-HIE to other HIEs.

17.5.2 The GNHCC Governing Body's (and its designees') decisions and determinations relative to the GNHCC-HIE are binding on all Participants of the GNHCC-HIE.

17.5.3 The GNHCC Governing Body has the authority to develop and impose sanctions in accordance with **GNHCC-HIE Policy No. 15 – Enforcement and Sanctions**.

17.6 GNHCC-HIE Committees and Task Groups.

17.6.1 The GNHCC Governing Body may, from time to time, establish one or more advisory committees and/or task groups to aid it in completing its functions and responsibilities. Certain authorities may be delegated to such advisory committees or groups as the GNHCC Governing Body determines to be appropriate.

17.6.2 Unless specifically stated otherwise in these GNHCC-HIE Policies, the GNHCC Governing Body may disband any advisory committee and/or task group based upon its determination, in its sole discretion, that (i) the purpose or charge of such committee or group has been completed, or (ii) the committee or group is no longer needed.

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<b>GNHCC-HIE Policies</b>
<b>Policy No. 18:</b> Security Risk Assessment
<b>Effective Date:</b> _____, 2020

**Purpose:** GNHCC and Participant shall implement procedures and protocol to routinely assess potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI such party maintains and implement security measures to limit such risks and vulnerabilities.

**Policies and Procedure:**

18.1 GNHCC’s Responsibilities.

18.1.1 GNHCC shall implement and maintain administrative, physical and technical safeguards as appropriate to protect the confidentiality, integrity, availability of electronic PHI and other Data created, received and maintained in the GNHCC-HIE.

18.1.2 GNHCC shall implement and maintain processes and procedures for identifying and assessing potential risks and vulnerabilities (“**Risk Assessment**”) of all systems and applications through which electronic PHI and other Data is maintained and transferred by the GNHCC-HIE.

18.1.3 GNHCC shall at all times comply with the applicable requirements, standards, and implementation specifications, required under the HIPAA Security Rule for information security.

18.2 Participant and Authorized User Responsibility.

18.2.1 Participants shall implement and maintain administrative, physical and technical safeguards as appropriate to protect the confidentiality, integrity, availability of their respective electronic PHI and other Data created and made available on or through the GNHCC-HIE.

18.2.2 Participants shall implement and maintain policies and procedures for performing Risk Assessments to assess the potential risks and vulnerabilities unique to their respective networks and systems through which electronic PHI is made available to and received from the GNHCC-HIE.

18.2.3 Participants and Authorized Users shall cooperate with GNHCC in connection with GNHCC’s performance of Risk Assessments in accordance with this GNHCC-HIE Policy, the HIPAA Security Rule and other Applicable Laws.

18.2.4 Participants and Authorized Users shall at all times comply with the applicable requirements, standards, and implementation specifications, required under the HIPAA

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Security Rule for information security and the applicable requirements set forth in the Participant's HIE Agreement.