BARNABAS HEALTH

POLICY # HIE-1

INFORMATION TECHNOLOGY AND SERVICES

POLICY

TITLE: **Applicability and Definitions**

EFFECTIVE DATE: 6/18/2015

APPROVED BY:

System: Date: 8/6/2015

System Chief Information Officer/
Barnabas Health

ATTACHMENTS:

None

PURPOSE:

These BHIE Policies apply to all Participants registered with, and Authorized Users who engage in Data Exchange through, the BHIE, or who otherwise are authorized to access the BHIE for a Permitted Use in accordance with a written agreement and these BHIE Policies

DEFINITIONS:

Terms that are not specifically defined in these HIE Policies shall have the meanings ascribed to such terms in HIPAA and/or HITECH (defined below), as the case may be. Examples of terms that may be used in these policies but are not specifically defined here include: "Individually Identifiable Health Information" (or "IIHI"), "Protected Health Information" (or "PHI"), "Breach," "De-identified," "Treatment," "Health Care Operations," among others. Regulatory provisions are not copied or paraphrased in this Definitions Policy in order to avoid conflicts or ambiguity of terms that are already legally-defined under HIPAA, HITECH or their corresponding regulations. If any term, as used in these BHIE Policies, conflicts with legal definitions under HIPAA and/or HITECH, the definition ascribed to such term under the applicable law shall prevail.

The following terms shall have the following definitions:

"**Affiliated HIE**" shall mean other health information exchanges with which Barnabas Health participates from time to time such as Jersey Health Connect and Highlander.

"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.

"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 BHIE Polices. The Authorized User Agreement shall be in substantially the same form and substance as attached to these policies as Form "B", unless otherwise approved in advance by the BHIE.

"Barnabas Health, Inc" ("Barnabas") is the corporate entity that owns or controls each of the entities listed at www.barnabashealth.org/HIPAAaffiliates

"BHIE" means the technology and administrative infrastructure owned by Barnabas which facilitates the authorized and secure location, access and sharing of Data, including Patient's health, demographic and related information, held by multiple Participants by allowing Participant's Authorized Users to authenticate and communicate securely over an entrusted network for access and exchange of such Data.

"BHIE Policies" shall mean the policies and procedures approved by the BHIE Steering Committee, as may be amended from time-to-time, that apply to and must be complied with by each and all registered Participants and Authorized Users of the BHIE.

"BHIE Privacy Officer" shall mean the individual responsible for ensuring the BHIE's compliance with privacy requirements under HIPAA, HITECH and other applicable privacy laws. The Barnabas Health Privacy Officer shall serve as the BHIE Privacy Officer, unless or until the BHIE Steering Committee determines otherwise, provided that all the applicable affiliate privacy officers shall be responsible for handling any incidents affecting such affiliate's patients. The BHIE Privacy Officer shall be the primary contact for all notifications regarding potential or actual privacy violations in connection with the BHIE.

"BHIE Program Manager" shall mean the individual in the role designated by the BHIE Steering Committee to perform certain administrative and other day-to-day functions with regard to the BHIE. The BHIE Program Manager shall be the primary contact for certain notices and other communications from the public, Participants, and other HIEs.

"BHIE Security Officer" shall mean the individual responsible for ensuring the BHIE's compliance with security requirements under HIPAA, HITECH and other applicable security laws. The Barnabas Health Chief Information Security Officer shall serve as the BHIE Security Officer, unless or until the BHIE Steering Committee determines otherwise. The BHIE Security Officer shall be the primary contact for all notifications regarding potential or actual security violations in connection with the BHIE.

"BHIE Steering Committee" shall mean the governing and decision-making body for the BHIE, as further described in Policy 19.

"Data" includes Protected Health Information (PHI), as defined under HIPAA, and any other information that identifies a patient and is provided to or through the BHIE.

"Data Exchange" means electronically providing or accessing Data through the BHIE.

"Data Receiver" means an organization, such as a hospital, physician practice, clinical laboratory, pharmacy, governmental agency or other entity, that has entered into an agreement allowing them to receive Data that is Pulled through the BHIE and into such Data Receiver's electronic medical record (EMR) or other similar Data-collection repository, or is specifically made available to such Data Receiver for limited viewing. A Data Receiver also may, but is not required to, be a Data Supplier.

"Data Sharer" means an organization, such as a hospital, physician practice or other eligible entity, that has entered into a Participation Agreement (or an equivalent) and will, in accordance with the terms of such agreement, these BHIE Policies and all applicable laws, make Data maintained in such Data Sharer's EMR ***available for access*** by other Participants through the BHIE **and** also has the authority to access and Pull Data from the BHIE that is made available by other Participants.

"Data Supplier" means an organization that has entered into a Participation Agreement (or an equivalent) and will, in accordance with the terms of such agreement, the BHIE Policies and all applicable laws, transmit Data to the BHIE and make it ***available for access*** by authorized Participants through the BHIE. A Data Supplier may also be a Data Receiver; however a Data Supplier shall not have authority to fully access and Pull other Participant's Data through the BHIE, unless such Participant is registered as a full Data Sharer.

"EMR" means an electronic medical record system used to enter, maintain and store patient clinical information, including such information as required under applicable state law and federal regulations, and maintained by a single Health Care Provider who, for purposes of these BHIE Policies, is a Participant in the BHIE.

"Health Care Provider" means a physician, group practice, hospital or health system, clinical laboratory, or other health care organization or professional that provides treatment to Patients. In connection with the BHIE, the Health Care Provider will be either a Data Supplier or Data Receiver (or both), or a Data Sharer, as well as a Participant (at entity-level) or Authorized User (at user-level).

"Implementation Procedures" shall mean any written procedures developed by the BHIE to provide more specific processes for implementing a BHIE Policy. Implementation Procedures shall be made available to all Participants of the BHIE.

"Participant" means a party that has entered into a Participation Agreement and has registered with the BHIE as a specific Participant User Type.

"Participant User Type" shall mean the type of user of the BHIE that a Participant is registered as in accordance with these policies. By way of example, a Participant may register as one of the following Participant User Types: Data Supplier, Data Receiver, or a Data Sharer.

"Participation Agreement" means an agreement in form and in substance as the BHIE Participation Agreement, or another form of HIE participation agreement approved by the BHIE Steering Committee, which sets forth the terms and conditions pursuant to which a Participant may supply, receive or share Data through the BHIE.

"Permitted Use(s)" shall mean the permitted purpose(s) for which Data received through the BHIE may be accessed and used, as more particularly set forth in these policies. Any use of Data that is not set forth as a Permitted Use under the policies shall be, for purposes of the BHIE, considered a Prohibited Use.

"Personal Health Record" or **"PHR"** means an electronic, universally available, resource of health information that may originate from either a Health Care Provider or the patient, but is controlled and managed exclusively by the patient.

"Prohibited Use(s)" shall mean any access or use of Data through the BHIE for any reason or purpose other than a Permitted Use. Prohibited Uses may include, but are not necessarily limited to, manipulating, aggregating, integrating, compiling, merging, reorganizing, regenerating, transferring or otherwise using or disclosing Data for any purpose except treatment and other Permitted Uses specifically allowed under these polices.

"Pull" shall mean, with regard to the BHIE and/or an applicable technological application, that Data maintained by BHIE Data Suppliers may be accessed, viewed, copied and "pulled," for a Permitted Use, into a Participant's EMR or other similar repository by an Authorized User.

"Registration" means the process pursuant to which an entity or individual is registered as a Participant or Authorized User of the BHIE, in accordance with an executed Participant Agreement or Authorized User Agreement, as applicable.

QUALIFICATIONS: NA

EQUIPMENT: NA

PROCEDURE: NA

DOCUMENTATION: NA

INFECTION CONTROL: NA

SAFETY: NA

SECURITY OVERSIGHT GROUP (SOG) Approve for Release:

REFERENCES:

ORIGINAL DATE: 6/18/2015

REVIEWED DATE(S):

REVISED DATE(S):