The Health Information Exchange Community Toolkit is designed to support communities and health care providers interested in participating in Kansas Health Information Network (KHIN). This tool is a step-by-step guide to assist in the organization of your community Health Information Exchange (HIE). We at KHIN look forward to working with you.

KHIN

Kansas Health Information Network
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877-520-5446 | Fax 785-235-5114
lmccrary@khinonline.org
www.khinonline.org
Dear Community Health Care Stakeholders;

The KHIN HIE community toolkit is designed to provide an outline of the key decision points that a community will need to make as it begins to participate in health information exchange (HIE). The term community has many different configurations. For example some communities are oriented around the local hospital and the physicians and other providers that share information with the hospital. Some larger communities such as Wichita and Kansas City have many hospitals and providers. It does not matter how large or small a community is or whether it is composed of a few or many health care stakeholders. What is important when defining your community is looking at the medical trading area and at referral patterns between organizations.

It is desirable and in many cases critical, that a community level governance structure be in place to make decisions regarding the development and deployment of health information exchange functionality in communities or regions. Just as with a cell phone, the majority of “calls” that an electronic health record (EHR) makes through the HIE are to gather information from within the traditional medical trading area in which a physician provides care. For example, a health information exchange will facilitate the sharing of data between a primary care physician and specialty care physicians or local hospitals. Only occasionally will a community based physician’s EHR utilize the exchange to call an unknown EHR in another community, city or state.

Community Level Key Decisions—the list below outlines some of the decisions that are best managed at the community or regional level.

1. Community Level Adoption Scenario—resources to build the interfaces from the HIE to the participant’s EHR are limited and will need to be managed effectively. While it is obvious that health care organizations that are ready to join the exchange with sufficient health information technology will be the early adopters, the next question is which providers should be second, third, fourth. Additionally, what will the on-boarding/adoption process look like? This decision is best made at the community or regional level where there is intimate knowledge of the referral process in a community.
2. In larger communities or regions project management staff may be necessary to oversee and manage the health information exchange process. This can be accomplished by building capacity at the local level, or contracting with a third party at the state level (i.e. an organization such as KHIN). For assistance with this contact Laura McCrary.

3. Use Cases and Analytics—Community organizations will want to determine what are the most effective ways to share information in their communities. There are many use cases to choose from in this toolkit and communities may determine their own. Communities may choose to review aggregated patient care data from the HIE and develop innovative process or procedures that will lead to health improvements in their respective communities. KHIN will provide aggregate data to its partner organizations and those endorsed by their partners.

4. Key Decisions—Health Information Exchange is a newly emerging transformational technology that has enormous potential. However, as with any new technology, its implications are not fully discernable at its inception. Critical decisions, hence unknown, will need to be made in the future. These decisions must be made by those that are most impacted; physicians and patients. Thus, a venue to inform important decisions from the “ground level” must be put into place and empowered to represent the key constituents of health information exchange.

We hope that the KHIN HIE Community Toolkit provides you with information and resources that are helpful in establishing your community health information exchange. The staff at KHIN is always available to support you in this work with additional resources or ideas. Please feel free to contact us at any time if you have questions.

Sincerely,

Laura McCrary EdD
Kansas Health Information Network
Executive Director
Set up the decision making organization or structure. This can be formal with the creation of a 501c3 nonprofit organization, or less formal like a community council. Key members of the decision making structure are physician leaders, hospital leaders and other members of the community interested in health improvement initiatives. Identify a sponsor who can provide resources and space to hold meetings.
Types of Community Governance

Decision #1—What type of governance organization will work best.

Communities can choose to establish any type of governance structure that will best work in their community. This can range from very formal such as a 501(c)3 organization or less formal such as an ad hoc community council. Some communities already have an existing governance structure that can adopt the work necessary to implement health information exchange. Some issues to consider when deciding upon an organizational structure include:

1. The time and cost necessary to establish a non-profit
2. Whether the organization will need to manage funds
3. Level of accountability to the community
4. Anticipated role(s) the organization will assume
5. Level of community interest in the exchange
6. Level of potential conflicts of interest (ie. Provider competition, vendor competition, for profit vs. non profit etc)

KHIN can provide a wide variety of resources to communities as they develop their governance structures. These include examples of incorporation papers, bylaws, mission and vision statements, 501(c)3 applications etc. Please call the KHIN offices and request any additional information.

Decision #2—Who will serve on your Board?

Board/Committee Membership
Board/committee composition is at the discretion of the organizing entity. However, there are trends that can be identified across HIE initiatives. The officers of the board will typically include a president, vice-president, secretary, and treasurer. Each stakeholder type has representation on the board, and members are selected by a vote of the stakeholders annually.

Stakeholders
Based on the 2010 eHealthInitiative survey, the following stakeholders were more commonly involved on a HIE Board of Directors:

- Hospitals
- Primary care physicians
- Community health centers and/or public health clinics
- Payers
- Specialty care physicians
- Local/state public health departments
- Consumers
- Behavioral or mental health providers and/or state agencies

Other stakeholders to consider include long term care facilities, hospice, schools pharmacies, lab companies and other organizations that may need to share health data.
Identify Stakeholders

Identify all providers of health care in your community that would like to share data. This includes hospitals, clinics, other eligible providers, long term care, health departments, mental health facilities, and school nurses, to name a few. There may be other stakeholders in your community. Use the enclosed letter to determine each group's EHR status.
June 29, 2011

[Recipient Name]
[Title]
[Company Name]
[Street Address]
[City, ST  ZIP Code]

Dear [Recipient Name]:

[Name of your organization] is a group made up of local healthcare stakeholders with the mission to help our community get connected to Kansas Health Information Network (KHIN). KHIN is a health information exchange whose mission is to improve health care quality, coordination, and efficiency for Kansans. As providers in our community participate we will construct an aggregation of a patient’s complete medical record from all of his/her healthcare providers. For more information about KHIN visit the website www.khinonline.org.

Our first task is to gather data from you, a local provider of health care, in order to determine where you are in the process of moving toward an electronic health record. Please indicate answers for your practice and return in the included envelope within 5 business days.

1. Do you have an electronic health record? Who is the vendor? (If you answer yes, please answer questions three and four.)

2. If you do not produce an electronic health record do you plan to in the future? If so by when?

3. Can you produce a Continuity of Care Document (CCD)?

4. Do you plan to attest for Meaningful Use? If so what date?

5. How many providers are there at your location?

We look forward to working with you to improve quality and access to health information for [City Name].

Sincerely,

[Your Name]
[Title]
<table>
<thead>
<tr>
<th>Category</th>
<th>Business Name</th>
<th>Number of Providers</th>
<th>EHR Status</th>
<th>Software Vendor</th>
<th>Meaningful Use Date</th>
<th>CCD Ready</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospitals</td>
<td>XYZ Hospital</td>
<td>100</td>
<td>Upgrading to a certified version</td>
<td>McKesson</td>
<td>12/30/11</td>
<td>Yes</td>
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<tr>
<td>Clincis</td>
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<td>Pharmacies</td>
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<td>Labs &amp; Imaging</td>
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<td>Public Health Agencies</td>
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<td>Behavior Health</td>
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<td>School Health</td>
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<tr>
<td>Eligible Providers</td>
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<tr>
<td>Chiropractors</td>
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<td>Optometrists</td>
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<tr>
<td>Dentists</td>
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<tr>
<td>Podiatrists</td>
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</table>
Each group identified as having an electronic health record (EHR) will need to complete the technical readiness form. This form gives KHIN information needed to determine if the provider’s EHR can pass information to the exchange in a format that can be read. Data can be exchanged in multiple ways such as a CCD or for the hospital(s) CCD, HL7 or a combination of both.
# KHN Technical Readiness Assessment

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>Date:</th>
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<tbody>
<tr>
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</table>

**Assessment done by:**

## CCD Questions

- Can your EMR/EHR generate and publish a Continuity of Care document (CCD)?
- What PIX version does your EHR support?
- Does the current version of your EHR have components to support XDS?
- If present system is unable to send a CCD via XDS, are you able to send a CCD via HL7?
- When a CCD is generated what data elements are included?
- Do you anticipate supplementing your CCD with HL7 data feeds?

## Data Questions

- Does a patient have a unique ID for each facility or system?
- What do you use for your provider unique ID?
- Are you able to send opt in/out flags?
- Are any encounter flagged as sensitive, e.g. Behavioral Health, HIV?
- Appropriate term to designate an encounter/account that is completed? Referred to as closed or discharged?
- How many days do you store data in your integration engine?
- Is there an automated discharge process for your ED?

## IT Infrastructure

- Do you have VPN connectivity? What VPN vendor?
- What are your authentication security policies for your users?
- Do you have an integration engine?
- Do you do contextual sharing? If so between what applications?
- Does the facility have a single sign on? If so what application name?
- Do you host your own data and have server onsite?
- Do you have a dedicated network IT staff?
- Which browser do you currently use in your facility?

## Points of Contact

- Technical Lead (Integration, Networking): Phone:
- Executive Leadership: Phone:
- Project Manager: Phone:
- Clinical Lead: Phone:
- Contact to discuss issues with matching patient records: Phone:

## Health Information Systems

- ADT Vendor and Version?
- Orders (order entry, CPOE vendor and version?)

Please email the completed form to mmcguire@khinonline.org or fax Attn: Michelle McGuire 785-235-5114
Use REC Resources

Kansas Regional Extension Center (REC)

Provide information about the REC resources to providers who do not have an electronic Health Record (EHR) or need assistance choosing an EHR. The REC has federal dollars to help primary care providers find and improve electronic health record abilities.
**Who is the Kansas REC? The Trusted Advisor in Health IT.**

- An independent, not-for-profit organization, providing technical assistance, guidance, and information on best practices to support and accelerate providers’ efforts to become Meaningful Users of certified EHR technology
- Made up of a team of experienced local health information technology (HIT) professionals with intimate knowledge of the Kansas medical community
- Offers healthcare providers a combination of national insight and local expertise on the impact of EHRs in the medical practice
- Part of a national network of 62 Regional Extension Centers with direct, rapid and reliable access to a pipeline of key information on Health IT and meaningful EHR use

**The Kansas REC is currently assisting**

- **768 Providers**
- **90 Hospitals**

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**Healthcare providers can often face significant challenges implementing and fully utilizing electronic health records (EHRs).**

At the Kansas Regional Extension Center we understand these challenges, and are here to help.

The Kansas REC is one of a select group of organizations throughout the U.S. designated as having the experience and capacity necessary to assist healthcare providers with the task of modernizing their practices with certified EHRs. We have been selected by the U.S. Department of Health and Human Services’ (HHS) Office of the National Coordinator (ONC) for Health Information Technology to serve providers, with a focus on primary care providers, in Kansas.

For providers who do not currently have an EHR system, the Kansas REC will help you select and implement. For providers who already have a system, we can help you maximize the value of your EHR system and achieve Meaningful Use.

**What Do We Offer? Provider support throughout the EHR Implementation Process.**

The Kansas REC is a support and resource center making the implementation or upgrade of EHRs easier for providers throughout the process. Ultimately, our aim is to help increase quality of care for patients, overall productivity, and improve the quality of work/life balance by helping providers achieve Meaningful Use of EHR systems.

We offer participating practices a wide range of valuable services. Some of our core service areas include:

- EHR implementation and project management
- HIT education and training
- Vendor selection & group purchasing
- Practice/workflow analysis/redesign
- Privacy and security best practices
- Functioning interoperability and Health Information Exchange (HIE)
- Ongoing technical assistance
- Progress towards Meaningful Use

Additional services include; conducting a security and risk assessment, and/or a Meaningful Use assessment.

**Why Participate?**

The Kansas RECs priority is helping providers understand and take advantage of the full benefits of EHRs:

- Improve patient safety and quality of care while reducing medical errors, duplicate tests and administering paper records and claims.
- Achieve EHR Meaningful Use objectives from the very beginning, maximizing incentives and minimizing financial and administrative burdens.
- Use EHRs in a meaningful way so patient information is available when and where it is needed.

**Why Now?**

Our services are FREE (a $6,400 value) for a limited time for **Priority Primary Care Providers (PPCPs) in Kansas.**

For non-PPCPs in Kansas we offer competitive pricing. We can assist you through the entire process or create a customized approach to meet your practice’s needs.

2947 SW Wanamaker Dr., Topeka, KS  66614 / 800-432-0771
recsupport@kfmc.org /  www.kfmc.org / http://ahitlinks.blogspot.com

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This material was prepared by Kansas Foundation for Medical Care, Inc. as part of our work as the Kansas Regional Extension Center, under grant #90RC0003/01 from the Office of the National Coordinator, Department of Health & Human Services. RC_2011_105
Early Adopters are the organizations that will be the first to share data in your community. KHIN will work with you to identify them from the technical readiness assessments. They must have the ability to exchange data via CCD, or for the hospital(s) CCD, HL7, or a combination of both.
Join KHIN

Each organization must complete necessary paperwork. Request a Participation Agreement and Business Associate Agreements from KHIN. Call Tiffanie Hickman at 877-520-5446 to request agreements. Please review Appendix A and Appendix B of this document.
Determine Use Cases

Work with participants to determine how they will use the exchange of health information in your community.

Use Case Examples

- A Patient arrives in the emergency department unconscious with only a wallet
- Checking medications for all new patients or patients seeing multiple providers
- Check the exchange for prior diagnosis from another provider
- Care coordination with the primary provider once a patient is discharged from the hospital

Review the Sample Use Cases and determine the examples that will most benefit your community.
## Sample Use Cases

<table>
<thead>
<tr>
<th>Emergency Department Provider</th>
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<tbody>
<tr>
<td>A patient presents at the ED for care as is able to provide some/no details on previous care. ED Provider is proving care to the patient and needs to review the patient’s labs and reports from other sources.</td>
<td></td>
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<tr>
<td>A patient presents at the ED for care related to an issue that they had seen their provider for the previous day.</td>
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<tr>
<td>ED Provider is assigned to patient’s care team and needs to quickly review documentation and labs by the previous providers.</td>
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</tr>
<tr>
<td>A patient presents at the ED for care related to a chronic condition when they are unable to get in to see their primary care physician. The ED provider may need to search the patient’s chart to located keywords phrases to identify previously reported conditions, symptoms and review treatment.</td>
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<tr>
<td>A patient presents at the ED for care as is able to provide some/no details on previous care. ED Provider is providing care to the patient. Information within the system is currently restricted as the patient has elected to opt-out.</td>
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<tr>
<td>A provider is trying to recall which patient they saw a particular report or result on from earlier in the shift but cannot remember the patient’s name.</td>
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</table>

<table>
<thead>
<tr>
<th>Emergency Department Nurse</th>
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<tbody>
<tr>
<td>A patient presents at the ED for care as is able to provide some/no details on previous care. ED Nurse is providing care to the patient and needs to review the patient’s labs and reports from other sources.</td>
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<tr>
<td>ED Nurse is assigned to patient’s care team and needs to quickly review documentation and labs by the previous providers.</td>
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<tr>
<td>A patient presents at the ED for care as is able to provide some/no details on previous care. ED Nurse is providing care to the patient. Information within the system is currently restricted as the patient has elected to opt-out.</td>
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<table>
<thead>
<tr>
<th>Emergency Department – Security limiting access to record</th>
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<tbody>
<tr>
<td>A patient presents at the ED for care as is able to provide some/no details on previous care. ED Provider/Nurse needs access to the patient record which is restricted by security and site administrator is unavailable and patient consent is not possible.</td>
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<table>
<thead>
<tr>
<th>ED Care Coordination/Discharge Follow-up</th>
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<tbody>
<tr>
<td>ED Provider is messaging with Primary Care Provider to coordinate care and foster the medical home for the patient.</td>
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<tr>
<td>Care Coordinator staff are following-up with recently discharged staff from the ED.</td>
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</table>

<table>
<thead>
<tr>
<th>ED Frequency by Patient</th>
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</thead>
<tbody>
<tr>
<td>The ED staff or management need to review the frequency of patients that are utilizing the ED and may not have a medical home to receive primary care.</td>
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</table>

<table>
<thead>
<tr>
<th>Provider Rounding/Consulting</th>
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</thead>
<tbody>
<tr>
<td>A provider is rounding with patients and needs a quick way to review the list of patients and current lab results and reports. Provider needs a list of patients and their current location.</td>
<td></td>
</tr>
<tr>
<td>A provider is consulting with patients and needs a quick way to review the list of patients and current lab results and reports. Provider needs a list of patients and their current location.</td>
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<tr>
<td>A provider is covering for another provider that is off and needs to review that provider’s rounding/consulting list of patients.</td>
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</tbody>
</table>
### Patient Care

| A census, unit or service list of patients is needed by staff. |
| A patient arrives for an ambulatory appointment and staff needs to review the patient’s history. |
| A patient arrives for an ambulatory appointment and the provider needs to review the patient’s previous diagnosis and procedures that were completed. |
| A provider is meeting with a patient and needs to be able to quickly review basic information in a summary snapshot view. |
| A provider is meeting with a patient and needs to be able to quickly review information from the 24-hr or 48-hrs that may include documents, vital signs, labs, temperature and I/O. |
| Care team needs to follow-up on patient’s abnormal results to provide better care and ensure the patient is scheduled for follow-up labs. |
| A provider and their staff are working with a patient population in hopes of reducing out of range lab results to improve the population’s individual and overall health. |
| A provider and their staff are trying to assist their patient population and reduce the number of ED visits and provide follow-up on ED visits that occur during and outside of office hours. |
| A provider and staff need to review a patient’s vitals that have been recorded in a flowsheet. |
| Staff needs to record the patient vitals to be able to trend data. |
| Staff need create a document to update notes or other communication regarding the patient’s care. |

### Care Coordination/Follow-up

| Care Coordination or Discharge Follow-up staff is working a discharge list of patients that visited the ED within the past 24/48-hours. |
| Provider is able to access and organize their list of patients, review and summarize the patient data at the point of care based on the user’s own personal preferences. |
| Provider is new to a patient’s care team and needs to quickly review documentation by the previous primary care provider. |
| Provider and staff are messaging to coordinate care within an ambulatory or inpatient setting to review the complete record during the course of treatment, transfer of care and follow-up after treatment. This allows for access to the complete patient record at point of care to verify data provided, decrease duplication of services and allow for improved decision making due to data availability. |
| Provider and staff are reviewing summary of all data aspects with regards to a specific disease process, such as diabetes or other chronic condition, which allows the provider to identify risk factors for each patient. |
| Provider is able to create referral messages/orders to a specialist, treatment facility or service electronically with necessary documents included in a trusted network with strong authentication. |
| Provider and staff able to access consolidated medication information with the ability to perform medication reconciliation upon patient discharge. |
| Provider and staff able to review complete medication history to identify at-risk patients for abuse of medications. |
| Provider or staff has the ability to search across a facility with network required patient identifier to compile information from integrated sources outside of practicing facility. |
| Care team identifies that patient may be at risk for failure to show up for appointments and obtain necessary care for chronic conditions. |
### Documentation Standards/Training

| A provider is working on mentoring staff on improving their clinical documentation to meet the institution’s standards for proper documentation. The provider wants to review documentation of those providers they are mentoring. |
| A provider is working on mentoring staff on improving their clinical documentation to meet the institution’s standards for proper documentation. The provider encounters during review of patient documentation examples which they would like to use for mentoring their staff and wants to save these documents with CareAlign for future reference. |

### Clinical Research

| Infection Control providers/department is reviewing the number of cases that meet the criteria (i.e., flu, TB, H1N1, strep, staph). |
| CSQPI is looking at areas of clinical improvement which may include test results for microbiology and review of reports. |
| A provider is working on a paper on a particular subject and encounters documents while reviewing their patients’ cases that would be used for the reference. |

### Auditing/Legal

| A patient presents at the ED for care as is able to provide some/no details on previous care. ED Provider/Nurse needs access to the patient record which is restricted by security and site administrator is unavailable and patient consent is not possible. |
| A patient requests that the information related to a visit be hidden or not included in their patient chart. |
| A supervisor or management requests an audit of a user’s activity within CareAlign to review what patients and items have been accessed by the user. |
| Management is required to do a random or monthly audit of a user activity within CareAlign to review what patients and items have been accessed by the user. |
| Legal documentation for patient information is submitted to the Privacy Officer requesting the patient’s medical record documents including patient visit information, discharge summary and medication records. |
| A patient requests a copy of their patient record to take with them when they relocate to a different area. |
| Data access assigned by facility and group allows for restrictions of privacy for sensitive data (i.e., VIP, HIV, Psych) as well as patient preference to limit specific visit information. |
| Privacy Officer is contacted by a patient to request to opt-in/opt-out of the HIE. |
| Privacy Officer is contacted by a patient to request to opt-in/opt-out at the visit level. |
| Monitoring of data with client system access report generated to review user access, accounting disclosures and breach reporting. |
| Ability to set a user’s access base on role within an HIE. |

### Miscellaneous

| A downtime or training is schedule for the CareAlign application and administration wants to notify the users on the initial login screen. |
| Due to changes with lab tests it is necessary to modify the lab configuration within CareAlign. |
| Due to changes within the facility units have been renamed or providing service for a different type of patients requiring the vault of system administrator configure the units within CareAlign. |
| A new location needs to be added to the Trusted Network to allow users to access the system without being prompted for information to verify their access (outside of their normal username and password). |
Sample - Use Cases Selected by Wichita Health Information Exchange

**Use Case**
A patient presents at the ED for care related to a chronic condition when they are unable to get in to see their primary care physician. The ED provider may need to search the patient’s chart to located keywords phrases to identify previously reported conditions, symptoms and review treatment.

**Solution**
Within CareAlign providers are able to quickly search documents within the patient’s chart for a specific condition using a keyword or phrase search.

**Use Case**
ED Provider is messaging with Primary Care Provider to coordinate care and foster the medical home (primary care provider) for the patient.

**Solution**
Within CareAlign providers are able to use the internal messaging system send secure messages to other CareAlign users. The messaging system within CareAlign allows documents that appear within CareAlign to be attached to the message.

**Use Case**
A patient arrives for an ambulatory appointment and staff needs to review the patient’s history.

**Solution**
Within CareAlign providers are able to quickly review aggregated data from the Clinical History within the patient chart. This data can include reports and lab results from a variety of sources contributing data to the system.

**Use Case**
A patient presents at the ED for care as is able to provide some/no details on previous care. ED Provider is providing care to the patient and needs to review the patient’s labs and reports from other sources.

**Solution**
Within CareAlign providers are able to quickly review aggregated data from the Clinical History within the patient chart. This data can include reports and lab results from a variety of sources contributing data to the system.

**Use Case**
A patient presents at the ED for care related to an issue that they had seen their provider for the previous day.

**Solution**
Within CareAlign providers are able to quickly review a patient’s previous visits and documents (reports and labs) from the visit history.
Sample - Use Cases Selected by Wichita Health Information Exchange

**Use Case**
A patient arrives for an ambulatory appointment and the provider needs to review the patient’s previous diagnoses and procedures that were completed.

**Solution**
Within CareAlign providers are able to quickly review previous diagnoses and procedures through the ICD/CPT display.

**Use Case**
Provider and staff are messaging to coordinate care within an ambulatory or inpatient setting to review the complete record during the course of treatment, transfer of care and follow-up after treatment. This allows for access to the complete patient record at point of care to verify data provided, decrease duplication of services and allow for improved decision making due to data availability.

**Solution**
Within CareAlign users are able to send a message to another CareAlign user and attach documentation. The information stays at the patient level and within the CareAlign system.

**Use Case**
Provider and staff are reviewing summary of all data aspects with regards to a specific disease process, such as diabetes or other chronic condition, which allows the provider to identify risk factors for each patient.

**Solution**
Within CareAlign providers are able to review patient information in a summary or dashboard view that targets specific information to help improve patient care and overall health. This view can include abnormal and critical results; identify outstanding tests that need to be completed and assessments that are outstanding.

**Use Case**
Provider is able to create referral messages/orders to a specialist, treatment facility or service electronically with necessary documents included in a trusted network with strong authentication.

**Solution**
Within CareAlign users are able to send a message to another CareAlign user and attach documentation. The information stays at the patient level and within the CareAlign system. Additionally orders can be placed within the system for referrals.
Sample - Use Cases Selected by Wichita Health Information Exchange

<table>
<thead>
<tr>
<th>Use Case</th>
<th>Solution</th>
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<tr>
<td>A patient presents at the ED for care related to an issue that they</td>
<td>Within CareAlign providers are able to quickly review a patient’s</td>
</tr>
<tr>
<td>had seen their provider for the previous day.</td>
<td>previous visits and documents (reports and labs) from the visit history.</td>
</tr>
<tr>
<td><strong>Solution</strong></td>
<td></td>
</tr>
<tr>
<td>Within CareAlign providers are able to quickly review a patient’s</td>
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<td>previous visits and documents (reports and labs) from the visit history.</td>
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<thead>
<tr>
<th>Use Case</th>
<th>Solution</th>
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<tbody>
<tr>
<td>Ability to set a user’s access base on role within an HIE.</td>
<td>Within CareAlign system administrators are able to set a user’s access</td>
</tr>
<tr>
<td></td>
<td>within Account Administration.</td>
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<tr>
<td><strong>Solution</strong></td>
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<tr>
<td>Within CareAlign system administrators are able to set a user’s access</td>
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<td>within Account Administration.</td>
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<tr>
<th>Use Case</th>
<th>Solution</th>
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<tbody>
<tr>
<td>“Break the glass” ability for emergency care without patient consent</td>
<td>Within CareAlign system administrators are able to grant access to users</td>
</tr>
<tr>
<td>and auditing of event</td>
<td>for specific data including sensitive data.</td>
</tr>
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<tr>
<th>Use Case</th>
<th>Solution</th>
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<tbody>
<tr>
<td>Data access assigned by facility and group allows for restrictions of</td>
<td>Within CareAlign system administrators are able to grant access to users</td>
</tr>
<tr>
<td>privacy for sensitive data (i.e., VIP, HIV, Psych) as well as patient</td>
<td>for specific data including sensitive data.</td>
</tr>
<tr>
<td>preference to limit specific visit information.</td>
<td></td>
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<tr>
<td><strong>Solution</strong></td>
<td></td>
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<tr>
<td>Within CareAlign system administrators are able to grant access to users</td>
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<td>for specific data including sensitive data.</td>
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</tbody>
</table>
Identify the dataset for your community.
KHIN has established a minimum dataset:

- Patient demographic information
- Medications
- Allergies
- Problem List / Diagnosis
- Lab Results
- Immunizations

Determine if your community wants to transmit additional information in addition to the minimum dataset. Additional data might include patient discharge, radiology results, notes, et cetera. Think about what data is needed to handle the use cases chosen in step seven.
Each organization will set up a virtual private network (VPN). This is a secure way of connecting to a private Local Area Network, using the Internet to transport data packets using encryption. The VPN uses authentication to deny access to unauthorized users, and encryption to prevent unauthorized users from reading the private network packets. The VPN can be used to send any kind of network traffic securely, including voice, video or data. KHIN will work with you and ICA to get this established.
Test & Train

Data will be tested to determine if it transferred correctly into the exchange. Once test data has been verified KHIN will work with you to determine training needs. Each organization having full health information exchange functionality will receive training from KHIN’s technology vendor ICA. To prepare for training identify who from your organization will need to be trained? Who will be the super-users, who will perform data testing, which office staff, physicians and nurses will use the software?

What kind of training will work best? Options are classroom, webinar, or intranet training. Once it’s determined who needs to be trained and the date for training reserve a training location with enough capacity and work stations for the size of your group. ICA training sessions are hands on trainings designed for:

- train-the-trainer session
- super-users session
- tester session
Begin live transmissions to the exchange. Get the word out once the exchange has begun. When success stories about using the HIE surface, share this information with providers not yet participating in the exchange so they can see the value. Consider an article in the local paper telling how exchange of health information saved a life or caught a potential error.
Measure Effectiveness

Set goals to measure health improvement effectiveness for your community. An example could be reducing hospital readmissions by improving care transitions. Encourage innovation and new uses of community wide data. Look back to the use cases selected and measure the effectiveness of using the HIE to improve results.
Evaluation & Audit

As providers begin using the exchange use the group to talk through any issues or ideas that might arise. Plan for ongoing evaluation to see if you are meeting community goals. Determine if you will perform audits to gage use.
Now the first group of providers are using the exchange. Circle back to step two and identify the next group of providers that are EHR ready and start the process again.
PROVIDER PARTICIPATION AGREEMENT

THIS PROVIDER PARTICIPATION AGREEMENT (“Agreement”) is entered into this _____ day of _________, 2011 by and between Kansas Health Information Network Inc. (“KHIN”) and ___________________ (“Participant”).

RECITALS

WHEREAS, KHIN is organized to facilitate health information sharing and data aggregation for treatment, payment, health care operations, public health and research-related purposes through the use of KHIN’s System and Services (as defined herein); and

WHEREAS, KHIN is a provider led organization developed to facilitate the electronic transmission, storing and sharing of health information among eligible Participants utilizing electronic health records (“EHR” as defined herein), including individuals maintaining personal health records (“PHR”); and

WHEREAS, Participant is (a) a legal entity organized to provide health care services to individuals for the medical treatment of such individuals; (b) a public health agency organized for the purpose of providing health care services or aggregating information regarding health services; or (c) an entity otherwise eligible to use the System and Services of KHIN for health related purposes; and

WHEREAS, KHIN, through its third party vendor (Informatics Corporation of America (“ICA”)), arranges for the operation of an internet-based, peer-to-peer computer system and search engine for patient health, demographic and related information that assists users in locating and facilitating the sharing and aggregation of patient health data by multiple health care organizations with disparate health information computer applications, including Participant, including without limitation, hosting services; and

NOW, WHEREFORE, KHIN and Participant (collectively, the “Parties”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows:

I. DEFINITIONS

A. “Authorized User” means the Participant, or an individual designated by the Participant, to use the System and Services of KHIN on behalf of the Participant, including without limitation, an employee of the Participant, a credentialed member of the Participant’s medical staff, a vendor to the Participant who has access to Participant’s health records. Participant shall identify any Authorized User prior to accessing the System and Services of KHIN.

B. “Confidential Information” shall have the meaning set forth in Section VII.

C. “Data Source” means a Participant which has entered into this Agreement to provide information to KHIN for use through the KHIN System and Services.
D. “Data User” means a Participant that receives or accesses data from the System and Services for any purpose, which may include Use or Disclosure as defined herein.

E. “Disclosure” means the release of, transfer of, provision of, access to, or divulging in any other manner, information outside the entity holding the information.

F. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.

G. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (as amended by the American Recovery and Reinvestment Act (“ARRA”)) and the regulations promulgated in 45 CFR Parts 160, 162 and 164, as amended from time to time.

H. “Individual” means the person who is the subject of the Protected Health Information maintained or accessed through the KHIN and its Participants or who otherwise maintains a PHR with the KHIN.

I. “Participant” means the party executing this Agreement and any Authorized User identified by the Participant and accepted by the KHIN pursuant to this Agreement. Such Participant may act as a Data Source and/or as a Data User consistent with the information provided by the Participant in the Participant Profile provided at the time of execution of this Agreement and incorporated herein by reference.

J. “Patient Data” means information provided through KHIN pursuant to this Agreement by the Participant.

K. “Personal Health Record” (“PHR”) shall have the same meaning as that term is defined in ARRA Sections 13400 (11) and 13407(f)(2).

L. “Protected Health Information” (“PHI”) shall have the meaning set forth in 45 CFR § 164.501, including without limitation 42 CFR Part 2.

M. “Services” mean those Services offered by KHIN including, without limitation, the information sharing and aggregation services for which the Participant registers as described herein.

N. “System” means KHIN’s internet-based authenticated computer-to-computer system and search engine for patient health, demographic and related information that assists its users in locating Patient Data and facilitates the sharing and aggregation of such Patient Data held by multiple Participants and which also allows Authorized Users to authenticate and communicate securely over a network to provide access to and maintain the integrity of Patient Data from all Participants.

O. “Use” means, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.
II. **RELATIONSHIP OF PARTIES**

A. **Purpose.** This Agreement sets forth the terms and conditions that apply to the operation of the KHIN System, as maintained by KHIN and by KHIN’s third party vendor, the provision of Services, and the relationship between KHIN and Participant (and any subcontractors or vendors utilized by Participant) with respect to this Agreement, and includes all provisions set forth herein obligating one or more parties to comply with this Agreement. This Agreement incorporates by reference any Business Associate Agreement (“BAA”), as that term is used by HIPAA, between the parties. This Agreement also incorporates by reference the policies and procedures of KHIN relative to the ongoing operations of the System and eligibility for use of the available Services.

B. **Modification.** KHIN is solely responsible for the establishment of policies and procedures governing the relationship of the parties and may amend, repeal or replace the terms and conditions of this Agreement or any policy or procedure of KHIN at any time KHIN determines it is appropriate. KHIN shall give 45 day’s written notice to all Participants of any changes to the terms and conditions of this agreement with KHIN prior to the implementation of the change. The Participant will have 15 days to notify KHIN of objections to the change in writing. If there are no objections during the 15 days allowed, than the change will take place. If there are objections to the change the KHIN Board will consider them and reach a resolution. However, if the change is required in order for KHIN and/or Participants to comply with applicable federal or state laws or regulations, KHIN may implement the change without approval of the Participant.

III. **TERM AND TERMINATION**

A. **Term.** This Agreement is effective on ________________, 2011 (“Effective Date”) for an Initial Term of three (3) years (“Initial Term”) and shall automatically renew for additional one (1) year terms (“Renewal Term”) upon the anniversary date of the Effective Date at the end of the Initial Term unless terminated by either party pursuant to the terms of this Agreement.

B. **Termination.** This Agreement may be terminated as follows:

   (1) By mutual agreement of both parties;

   (2) By KHIN immediately upon breach of this Agreement by a Participant involving breach of confidentiality of Protected Health Information upon written notice of termination by KHIN to Participant stating the reason for termination, or breach of any duty or obligation set forth in the BAA between the parties.

   (3) With the exception of termination under Section B(2) above, upon written notice by a party to the other party stating breach of the Agreement by the receiving party; provided, however, the receiving party shall have thirty (30) days to cure such breach and provide written confirmation of such cure to the alleging party. In the event of a breach that is not feasible to cure within the thirty (30) day period, the Parties may
agree to a longer period of time provided the party in breach initiates the cure without delay and completes the cure within the time period agreed upon. In the event the breach is not cured within the stated period the Agreement shall terminate at the end of the cure period.

(4) Upon termination of business associate agreement, if applicable.

(5) By giving written notice to the other party if a receiver is appointed for the other party or for substantially all of such party’s assets, or if another party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of its creditors, or if any proceedings are commenced by, or for, another party under bankruptcy, insolvency, or debtor’s relief law, or if another party is sequestered by a government authority or is liquidated or dissolved.

(6) By KHIN immediately based on a change in law that KHIN determines (in its sole discretion) makes it impractical for either party to perform its contractual duties.

C. Effect of Termination. Upon termination of this Participation Agreement, the following provisions shall survive such termination and both parties shall be obligated in accordance with the terms and conditions of such provision: Sections IV.D, VI, VII, VIII, and X.

D. Rights Upon Termination. Upon the earlier of the termination or expiration of this Agreement, KHIN shall have the right to oversee and verify the removal of all copies of the System Software from Participant’s facilities and computer systems. The participant agrees to either return all KHIN related documents or signs a document attesting to the destruction of the documents. Participant shall have the right to migrate its data to third party systems and, upon the parties’ agreement, KHIN will provide assistance to Participant to assist with such migration, at Participant’s sole cost on a time and materials basis at KHIN’s then current standard time and material rates. Within five (5) days of the effective date of the termination, Participant may notify KHIN in writing that Participant desires a transition period of up to three (3) months from the effective date of the termination (“Transition Period”). During the Transition Period, the parties will continue to be bound by and perform in accordance with the Participation Agreement, and KHIN will assist Participant in the orderly and efficient transition of services to a third party designated by Participant. If Participant initially designates a Transition Period of less than three (3) months, it may extend the Transition Period prior to its expiration upon five (5) days’ advance notice to KHIN, so long as the total Transition Period does not exceed three (3) months.

IV. TERMS OF PARTICIPATION

A. Participation Requirements.

(1) Participant Profile. Each Participant must complete the information required by the Participant Profile, Exhibit A, and meet the appropriate hardware and software requirements necessary to participate as identified in Exhibit B. KHIN reserves the right to approve or disapprove each Participant based upon the information provided
in **Exhibits A and B** and demonstration of compliance with the terms and conditions of this Agreement.

(a) Only Participants who provide full and complete information to the KHIN shall be permitted to access the System and use the Services. A Participant may be allowed access to KHIN as a Data Source or as a Data User or as both. Participant may be allowed to use some or all of the Services as specified in its Participant Profile.

(b) A Participant shall fully describe in the Participant Profile the following: (a) Participant’s type of activity; (b) whether a Participant is a Data Source or a Data User, or both; (c) if the Participant is registered as a Data User, which of the services the Participant may use; and (d) such other terms and conditions as KHIN and Participant shall agree.

(c) KHIN shall review each Participant Profile and any other information requested by KHIN and approve or disapprove each in accordance with the terms and conditions of this Agreement and as KHIN determines in its sole discretion as appropriate. KHIN shall not be required to approve application to be a Participant.

(2) Identification of Authorized Users. Participant shall provide KHIN with a list in a medium and format approved by KHIN identifying all of Participant’s Authorized Users and all information required to be provided to KHIN. Participant acknowledges and agrees that such information is necessary for KHIN to be able to establish a unique identifier for each Authorized User. Participant shall update immediately the list of Authorized Users whenever an Authorized User is added or removed for any reason from Participant’s list of Authorized Users.

(3) Certification. At the time that Participant identifies an Authorized User to KHIN, Participant shall certify to KHIN that the Authorized User:

(a) Has completed a training program conducted by Participant, but prescribed by KHIN addressing KHIN’s System and Services as well as compliance training for KHIN’s Policies and Procedures and federal and state laws addressing confidentiality of PHI;

(b) Has been given permission by Participant to utilize the System and Services of KHIN only as reasonably necessary for the performance of Authorized User’s activities for which the Participant is registered with KHIN and subject to any limitations on or other restrictions applicable to Participant;

(c) Has signed a confidentiality agreement with Participant and provides assurance of such to KHIN, and has agreed to the Terms of Use agreement directly with KHIN, assuring non-disclosure of any PHI provided to the Authorized User pursuant to the Participant Profile except as authorized by law or this agreement;
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(d) Acknowledges in writing that the failure to comply with the terms and conditions of this Agreement or the Terms of Use may result in the withdrawal of privileges of Authorized User to use the System and the Services of KHIN and may constitute cause for termination.

(4) Security Mechanisms. Based on information provided by Participant regarding each Authorized User of Participant, Participant shall issue a user name and password or other suitable security measure acceptable to KHIN for each Authorized User that shall permit the Authorized User to access KHIN’s System and use the Services. Participant shall provide each such user name and password or other security measure and the Participant shall be responsible to communicate that information to the appropriate Authorized User and KHIN. If Participant removes any individual from its list of Authorized Users, Participant must inform KHIN within twenty-four (24) hours of such action and Participant shall cancel the user name and password or other security measure specific to such individual.

(5) Restricted Access. Participant shall restrict access to the System and to the use of KHIN’s Services to only those Authorized Users the Participant has identified pursuant to this Agreement.

(6) Participant Liability. Participant is solely responsible for all acts and omissions of the Participant and Participant’s Authorized Users and any other individuals who access the System and/or use the Services either through the Participant or by use of any password, identifier or other security measure issued to Participant or Participant’s Authorized Users. All such acts and omissions shall be deemed to be acts and omissions of the Participant.

(7) Conforming Use. Participant shall be responsible for its Authorized Users utilizing KHIN’s System and Services in accordance with the terms and conditions of this Agreement, including without limitation, any terms and conditions governing the confidentiality, privacy and security of PHI. Participant shall immediately notify KHIN of any action taken by Participant involving any Authorized User or Participant resulting in disciplinary action which affects Authorized User’s access to the System.

B. Licensure/Obligations of Licensee.

(1) Scope. KHIN, through its license arrangements with its third party vendor establishing the System and providing Services, grants to each Participant (as a sublicensee), and each Participant shall be deemed to have accepted a non-exclusive, personal, non-transferable, limited right to have access to and to use the System and the Services for which that Participant has agreed, subject to compliance with the terms and conditions of this Agreement and Terms of Use. Participant shall have no right to obtain any rights to the System except for the limited right to use the System granted by this Agreement.

(2) Ownership of Data. All issues concerning any rights to the use of the data and information obtained through the System shall be governed by KHIN’s policies and
procedures which are incorporated herein by reference. KHIN claims no ownership of the data in its System or provided through its Services.

(3) **Permitted Uses by Data User.**

(a) Participant, as a Data User, may use the System and Services only for the permitted uses described in the Data User’s Participant Profile and that apply to this Participant in its capacity as a Data User.

(b) In addition, Data User shall not use or permit the use of the System or the Services of or any prohibited Use as described in the policies and procedures of KHIN. Specifically, Data User shall not re-disclose data obtained through the System or Services to a third party without notification and consent of KHIN.

(4) **Obligations of Data Source.**

(a) **Data Identification.** Data Source shall provide such data and data source(s) as set forth in Data Source’s Participant Profile. Data Source shall be solely responsible for the authenticity and accuracy of the Patient Data provided and shall periodically review and provide assurance to KHIN of the authenticity and accuracy of the Patient Data.

(b) **Data Compliance.** Each Data Source shall, in accordance with the policies and procedures of KHIN, use reasonable and appropriate efforts to assure that all Patient Data it provides to the System is accurate, free from substantive error, complete (for the purposes for which the data is being provided), and provided in a timely manner.

(c) **Use of Data Source’s Data.** Subject to the terms and conditions of this Agreement, the Data Source grants to KHIN non-exclusive, royalty-free right (a) to access and/or otherwise permit others to access through KHIN’s System and use all Patient Data provided by Data Source pursuant to the terms of this Agreement; and (b) to use such Patient Data to carry out KHIN’s duties to the Participants, including without limitation, system administration, testing, problem identification and resolution, management of the system, data aggregation activities as permitted by applicable state and federal laws and regulations, and such use as KHIN determines is necessary and appropriate to comply with and carry out its obligations under all applicable federal, state and local laws and regulations.

C. **Equipment Requirements.**

(1) Participant shall identify an appropriate person in Participant’s business enterprise to be the primary contact person for KHIN.
(2) KHIN reserves the right to restrict the software and/or hardware required for each Participant to access the System to enable Participant to connect to the System and utilize the Services of KHIN available at the time.

(3) Each Participant shall be responsible for procuring all equipment and software necessary for it to access the System, utilize the Services, and provide to KHIN all information required to be provided by the Participant. Each Participant shall conform to KHIN’s then current specifications. KHIN may change such specifications from time to time in its sole discretion upon appropriate prior notice to the Participants affected by the change. Participant shall be responsible for ensuring that Participants’ computers used to interface with KHIN’s System are properly configured, including but not limited to, the operating system, system security, web browser and internet connectivity. Each Participant shall have a thirty (30) day period in which to review, inspect and test the System and its performance. Any problems impeding performance of the system shall be reported to KHIN who shall arrange with its third party vendor to correct the problem and attain appropriate performance standard within a reasonable time. Participant shall use reasonable efforts to ensure that its connection and use of KHIN’s System does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine or data (including without limitation, malicious software, viruses, worms and Trojan Horses) which will disrupt the proper operation of KHIN’s System or any part thereof or any hardware or software used by KHIN in connection therewith.

(4) Participant shall not copy, modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create the software or the System utilized by KHIN or to create any derivative works from the software or the System utilized by KHIN. Participant shall not modify the software with any other software or services not provided or approved by KHIN in advance. With respect to any open source software utilized, Participant has no right or claim to the data and may not claim it as proprietary under any circumstances.

(5) Participant shall implement such security measures with respect to the utilization of KHIN’s System and Services in accordance with the policies and procedures of KHIN as well as the terms and conditions of this Agreement, HIPAA and the BAA.

(6) The System includes certain third-party software, hardware and services which may be subject to separate licenses or other agreements or may require the Participant to enter into agreements with third-party vendors. Each Participant shall execute such agreements as may be required for the use of such software, hardware or services and to comply with the terms of any applicable license or other agreement relating to such products.

D. Protected Health Information.

(1) KHIN and Participant shall comply with the standards for confidentiality, security, and use of PHI applicable under federal and state laws, including without limitation, such Protected Health Information described in HIPAA, including without
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limitation, 42 CFR Part 2, and as also set forth in KHIN’s policies and procedures. Each Participant shall comply with such standards regardless of whether or not that Participant is a “covered entity” as defined under HIPAA.

(2) Without limitation, if applicable to KHIN and/or Participant, KHIN and Participant shall report to the other any suspected or actual unauthorized Use or Disclosure of PHI not provided for by the terms and conditions of this Agreement. If KHIN or Participant becomes aware of any security incident concerning electronic Protected Health Information each shall report to the other any suspected or actual breach of such information. Such notice to KHIN shall be without unreasonable delay but in no event later than twenty-four (24) hours by telephone with a written report of the investigation to be submitted within ten (10) days of the first notice unless KHIN grants an extension of time in its sole discretion based upon the nature of the breach.

(3) If applicable, when KHIN is acting in the capacity of a Business Associate for Participant, the parties hereto agree to enter into a BAA substantially in the form of Exhibit C hereto and incorporated herein by reference. KHIN acknowledges and agrees that it is a Business Associate of any health care provider which is a Covered Entity as defined by HIPAA.

V. KHIN’S OBLIGATIONS

A. KHIN shall offer the following support services to Participants: (a) system support; (b) installation support; (c) training for Participant’s Authorized Users; (d) establishing a help desk for Participant’s use; (e) problem resolution; (f) auditing and reporting access and use (without charge); and (g) reporting unauthorized users and security incidents. KHIN may charge a fee for any of the foregoing activities upon prior notice to Participant.

B. KHIN, through its third party vendor, shall maintain the functionality of its System and the Services in accordance with the policies and procedures of KHIN and the contractual obligations of such third party vendor to KHIN, and shall provide such service, security and other updates as KHIN determines are appropriate from time to time.

C. KHIN shall provide support and assistance in resolving difficulties in accessing and using KHIN’s System and/or Services. Critical services shall be available by both telephone and email support in accordance with the requirements of KHIN’s third party vendor’s Severity Level procedures.

VI. PARTICIPANT’S FEES AND CHARGES

Participant shall be obligated to pay to KHIN all fees and charges established by KHIN during the Initial Term and any Renewal Term for Services made available to Participant. A list of Services and related fees and charges shall be provided to Participant in advance of the Effective Date. In the event Participant terminates this Agreement prior to the expiration date of the Initial Term, Participant shall be obligated to pay all fees and charges to KHIN to the end of the Initial Term. An initial and future list of Services is attached hereto as Exhibit D and incorporated herein by reference. A corresponding fee schedule is attached hereto as Exhibit E.
KHIN reserves the right to amend the Services it makes available to Participants with notice to the Participants.

**VII. CONFIDENTIAL INFORMATION**

A. In the performance of their respective duties and obligations pursuant to this Agreement, KHIN and Participant may come into the possession of certain Confidential Information of the other. “Confidential Information” means all trade secrets, business plans, marketing plans, data, contracts, documents, scientific and medical concepts, member and patient lists, costs, financial information, referral sources, products, operations, management, pricing, strategic plans, and other written or verbal information that is identified as confidential in nature by the party claiming Confidential Information. Confidential Information shall not include any information that (a) is in the public domain; (b) is already known or obtained by the other party other than in the course of its performance pursuant to this Agreement; (c) is independently developed by any party; (d) becomes known from an independent source having the right to disclose such information.

B. KHIN and Participant (a) shall keep and maintain in strict confidence all Confidential Information received from the other, or from any of the other’s representatives, including without limitation, employees, accountants, attorneys, consultants or other representatives in connection with the performance of their respective obligations pursuant to this Agreement; (b) shall not use, reproduce, distribute or disclose any such Confidential Information except as permitted by this Agreement; and (c) shall prevent its employees, accountants, attorneys, consultants and other agents and representatives from making any such use, reproduction, distribution or disclosure.

C. All Confidential Information represents a unique intellectual product of the party disclosing such Confidential Information (“Disclosing Party”). The unauthorized disclosure of such Confidential Information is recognized as having a detrimental impact on the Disclosing Party. The damages resulting from such disclosure would be difficult to ascertain but would result in an irreparable loss. Disclosing Party shall be entitled to equitable relief in preventing a breach of this section and such equitable relief is in addition to any other rights or remedies available to the Disclosing Party.

D. Notwithstanding any other provision herein, nothing in this section shall prohibit or be deemed to prohibit a party hereto from disclosing any Confidential Information to the extent that such party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction. Such disclosures are expressly permitted hereunder. A party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder shall provide the other party with notice within five (5) calendar days, or if compliance is sooner, at least three (3) business days before such disclosure is made to allow the other party to seek a protective order or other appropriate remedy. In no event shall a party be deemed to be liable hereunder for compliance with any such subpoena, order of a court, administrative agency or other governmental body of competent jurisdiction.
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VIII. DISCLAIMERS

A. Delays or Interruptions in System or Services. Neither KHIN nor any of its licensors, licensees, nor third-party providers (including their officers, directors, employees, affiliates, agents, representatives or subcontractors) (collectively, the “Service Providers”) shall be liable for any loss or liability resulting, directly or indirectly, from the unavailability of the System or Services.

B. Access to the System and use of KHIN’s Services and the information obtained by a Data User pursuant to the use of those Services are provided as is and as available without any warranty of any kind, expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Participant is solely responsible for any and all acts or omissions taken or made in reliance on the System or the information in the System, including inaccurate or incomplete information. It is expressly agreed that in no event shall KHIN be liable for any special, indirect, consequential or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability. KHIN disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers to the System.

C. LIMITATION ON LIABILITY. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL KHIN BE LIABLE TO PARTICIPANT OR TO ANY THIRD PERSON FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, LOSS CAUSED BY TRANSMISSION OR MISTRANSMISSION, OR BY PARTICIPANT’S USE OR INABILITY TO USE, CHANGES TO, INACCESSIBILITY OF, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF THE SERVICES AND ANY INFORMATION MADE AVAILABLE THEREBY, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, AND EVEN IF KHIN HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. KHIN DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION OR OTHER SERVICE PROVIDERS. IN NO EVENT SHALL KHIN’S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR NEGLIGENCE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF KHIN, OR OTHERWISE) ARISING FROM THE USE OF THE SERVICES AND ANY INFORMATION MADE AVAILABLE THEREBY, EXCEED THE ACTUAL DAMAGES INCURRED. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE REGARDLESS OF WHETHER IT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND IS AN ESSENTIAL ELEMENT FORMING THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

KHIN IS NOT AN INSURER WITH REGARD TO THE PERFORMANCE OF THE SERVICES. THE DISCLAIMER OF WARRANTIES AND THE LIMITATIONS OF
LIABILITY AND REMEDIES IN THIS AGREEMENT ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR PARTICIPANT TO OBTAIN THE RIGHT TO USE THE SERVICES AT THE SPECIFIED PRICE, IF ANY. PARTICIPANT AGREES TO ASSUME THE RISK FOR: (i) ALL LIABILITIES DISCLAIMED BY KHIN HEREIN, AND (ii) ALL ALLEGED DAMAGES IN EXCESS OF THE AMOUNT, IF ANY, OF THE LIMITED REMEDY PROVIDED HEREIN.

D. Participant shall be solely responsible for any damage to its computer system, loss of data, and any damage to the System caused by that Participant or any Authorized User assigned by Participant or a member of the Participant’s work force.

KHIN is not responsible for unauthorized access to Participant’s transmission facilities or equipment by individuals or entities using KHIN’s System or for unauthorized access to, or alteration, theft or destruction of the Participant’s data files, procedures, or information through the system, whether by accident, fraudulent means or devices, or any other method. The Participant is solely responsible for validating the accuracy of all output and reports and protecting the Participant’s data in programs from loss by implementing appropriate security measures, including routine back-up procedures. Participant waives any damages occasioned by loss or corrupt data, incorrupt reports, or incorrect data files resulting from programming error, operating error, equipment or a software malfunction, security violations or the use of third-party software. KHIN is not responsible for the content of any information transmitted or received through the provision of its Services.

E. All data to which access made through the System and its Services originates from Participants and other parties, including Individuals who maintain a PHR utilizing KHIN’s System and Services, making data available through the KHIN and not from KHIN is subject to change arising from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in the patient’s health condition, the passage of time and other factors. KHIN neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of the terms and conditions herein, KHIN shall have no responsibility for or liability related to the accuracy, content, currency, completeness, or delivery of any data either provided by a Participant or used by a Participant, pursuant to the terms and conditions of this Agreement.

F. Without limiting any other provision of this Agreement, Participant and Participant’s Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, quality management for the respective patients resulting from or in any way related to the use of the System or the Services or the data made available. No Participant or Authorized Users shall have any recourse against, and through the Participant Profiles that apply. Each shall waive any claims against KHIN for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of the System and the Services or the data made available.

G. Notwithstanding anything in the terms and conditions to the contrary, to the maximum extent permitted by applicable laws, the liability of KHIN and KHIN’s officers, directors, employees and other agents, under any Participant’s Participant Profile, regardless of theory of liability, shall be limited to the aggregate fees actually paid by the Participant, if any, in
accordance with the terms and conditions for the 12-month period preceding the event first giving rise to the event.

IX. INSURANCE

A. If available and affordable, Participant and KHIN shall both obtain and maintain insurance coverage in accordance with their respective duties and obligations pursuant to this Agreement and as is generally applicable to parties engaged in the utilization of the System and Services described in this Agreement. Each may request verification of insurance coverage of the other prior to execution of this Agreement.

X. INDEMNIFICATION

A. Indemnification. Participant agrees to release, indemnify, defend, and hold harmless KHIN, its licensors, and third-party providers (including the officers, directors, members, employees, affiliates, agents, representatives or contractors of the foregoing) and other Participants from and against all claims brought by any persons arising from or relating to Participant’s (or any of its agents’) and, in the event that Participant is the parent or guardian of a minor child, children, or other dependents that have been granted Participant name(s) and password(s) to access the System and Services, such minor child(ren)’s or dependent’s) acts or omissions including, without limitation, Participant’s use or misuse of the System and Services or the information made available thereby, Participant’s failure to comply with or perform Participant’s obligations under this Agreement, Participant’s provision, modification, or use of Participant content, and any breach by Participant of a representation or warranty under this Agreement. Any indemnification made pursuant to this Agreement shall include payment of all costs associated with defending the claim or cause of action involved, whether or not such claims or causes of action are meritorious, including reasonable attorneys’ fees and any settlement by or judgment against the party to be indemnified. The indemnification obligations of the parties shall not, as to third parties, be a waiver of any defense or immunity otherwise available, and the indemnifying party, in indemnifying the indemnified party, shall be entitled to assert in any action every defense or immunity that the indemnified party could assert on its own behalf.

XI. GENERAL PROVISIONS

A. The interpretation of the terms and conditions and the resolution of any disputes arising under the terms and conditions of this Agreement shall be governed by the laws of the State of Kansas. If any action or other proceeding is brought in connection with this Agreement, the venue of such action shall be exclusively in Shawnee County, in the State of Kansas.

B. No rights of the Participant under this Agreement may be assigned or transferred by the Participant, either voluntarily or by operation of law, without the prior written consent of KHIN, which it may withhold in its sole discretion.

C. There shall be no third-party beneficiaries to this Agreement or any Participant Profile.

D. Neither Participant nor KHIN shall be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of (a) severe
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Kansas Health Information Network Inc.

weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor
unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of
legislative, judicial, executive or administrative authorities; and (g) any other circumstances that
are not within its reasonable control.

E. Any provision of the terms and conditions or any Participant agreements that shall
prove to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other
provision of the terms and conditions and shall remain in full force and effect.

F. Any and all notices required or permitted under the terms and conditions shall be
sent by certified United States Mail, receipt requested to the address provided by the Participant,
or such different address as the party may designate in writing. If Participant has supplied KHIN
with an electronic mail address, KHIN may give notice by email message addressed to such
address.

G. No provision of this Agreement shall be deemed waived and no breach excused,
even such a waiver or consent shall be in writing and signed by the party claimed to have
waived or consented. Any consent by any party to, or waiver of a breach by the other, whether
or express or implied, shall not constitute a consent to, waiver of, or excuse for any other
different or subsequent breach.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be
executed, as of the day and year first written above.

PARTICIPANT

By: ____________________________
Name: __________________________
Signature: _______________________

Kansas Health Information Network Inc.

By: ____________________________
Name: __________________________
Signature: _______________________

1813717.9
EXHIBIT A

PARTICIPANT PROFILE

This Registration Application is incorporated into and part of the Participation Agreement. Participant must provide complete information as indicated below and fill out with KHIN Addendum 1.

Participant’s Legal Name: __________________________________________

If Participant uses an alias, please provide: ____________________________

Identify Participant’s legal status (individual, partnership, limited partnership, limited liability company, corporation, other (specify)): ______________________________

Participant Contact Person (include name, title and email address): _________________

Address: ______________________________

____________________________________

Participant types for which each Participant may identify their respective role in the health care system are as follows:

(a) physician or medical group
(b) hospital
(c) public health agency
(d) pharmacy
(e) pharmacy benefit manager
(f) behavioral health
(g) health plan or insurer or other payer
(h) laboratory
(i) researcher
(j) any additional provider type not listed above

______________________________
Participant’s primary participation category:

☐ health care provider (non-institutional)
☐ health care provider (institutional)
☐ health plan, insurer or other payer
☐ public health authority
☐ other government agency
☐ researcher
☐ other (please identify)

Participant’s status (circle):  DATA SOURCE   DATA USER

CIRCLE ALL THAT APPLY:

What system (EMR) utilized:

Data User
Clinic
FQHC
Dental
Social Services
Ancillary Service
EXHIBIT B

REQUIRED SOFTWARE/HARDWARE

INTRODUCTION. In meeting its obligations pursuant to Section IV.C of this Agreement, Participant acknowledges and agrees that those regulations promulgated pursuant to HIPAA (as amended) shall constitute the minimum standards for securing the Protected Health Information provided or used by Participant during the Term, or any Renewal Term, of this Agreement.

During the initial project phase, the Participant and Kansas Health Information Network Inc. will identify the hardware and software requirements for the Participant based on the scope of services.
EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made and entered into by and between ________________________ ("Covered Entity") and Kansas Health Information Network Inc. (“Business Associate”). This Agreement is effective as of _________________, 20____ (“Effective Date”).

RECITALS

WHEREAS, the parties to this Business Associate Agreement have a relationship where Covered Entity may provide Business Associate access to Protected Health Information, which shall include electronic Protected Health Information (“PHI”), that Business Associate will use to fulfill its contractual obligations to Covered Entity; and

WHEREAS, Covered Entity and Business Associate acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”) specifically the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the statutes implementing regulations to maintain the privacy and security of PHI and the parties intend this Agreement to satisfy those obligations including, without limitation, the requirements of 45 CFR 164.504(e).

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

I. DEFINITIONS

a) “Administrative Safeguards” shall mean the administrative actions, policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect PHI and to manage the conduct of Covered Entity’s workforce in relation to the protection of that PHI.

b) “Business Associate” shall have the same meaning as the term “Business Associate” as defined in 45 CFR 160.103.

c) “Covered Entity” shall mean the health care provider, individual or entity named above.

d) “Data Aggregation Services” shall mean, with respect to PHI created or received by Business Associate in its capacity as a Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the protected health information received by the Business Associate in its capacity as a business
associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities, as defined in 45 CFR § 164.501 and as such term may be amended from time to time in this cited regulation.

e) “Designated Record Set” shall mean a group of records maintained by or for Covered Entity that consists of the following: (a) medical records and billing records about Individuals maintained by or for a health care provider; (b) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used in whole or in part, by or for Covered Entity to make decisions about Individuals. For these purposes, the term “record” means any item, collection, or group of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

f) “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services, the HITECH (as defined below) and any future regulations promulgated thereunder, all as may be amended from time to time.

g) “Individual” shall have the same meaning as the term “individual” as defined in 45 CFR 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

h) “Physical Safeguards” shall mean the physical measures, policies and procedures to protect Covered Entity’s electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.

i) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

j) “Protected Health Information” and/or “PHI” shall have the same meaning as the term “protected health information” as defined in 45 CFR 160.103, and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

k) “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

l) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

m) “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

o) “Technical Safeguards” shall mean the technology and the policy and procedures for its use that protect PHI and control access to it.

p) “Underlying Agreement” means the written contract for services between Covered Entity and Business Associate generally described in this Provider Participation Agreement.

q) Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule, or HITECH or any future regulations promulgated or guidance issued by the Secretary.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a) Use and Disclosure. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

b) Safeguards to be in Place. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Additionally, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule.

c) Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Privacy Rule and to communicate in writing, such procedures to Covered Entity.

d) Business Associate’s Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including implementation of reasonable and appropriate safeguards to protect PHI.

e) Duty to Provide Access. To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to the PHI in the Designated Record Set to Covered Entity or, as directed by Covered Entity, to the Individual, in order to meet the requirements under 45 CFR 164.524. Any denial by Business Associate of access
to PHI shall be the responsibility of, and sufficiently addressed by, Business Associate, including, but not limited to, resolution of all appeals and/or complaints arising therefrom.

f) Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and within a reasonable time and manner.

g) Duty to Make Internal Practices Available. Business Associate agrees to make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI, and any PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

h) Documenting Disclosures/Accounting. Business Associate agrees to document any disclosures of PHI and information in its possession related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity information collected in accordance with Section II(h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

i) Reporting Disclosures to Covered Entity. In addition to the duty to mitigate under Section II(c), Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or the Privacy Rule of which it or its officers, employees, agents or subcontractors become aware, including any Security Incident of which it becomes aware, as soon as practicable but no longer than three (3) business days after the discovery of such disclosure. Notwithstanding the foregoing, Covered Entity agrees that this Agreement shall constitute notice and reporting by Business Associate to Covered Entity of unsuccessful Security Incidents, which are not reasonably considered by Business Associate to constitute an actual threat to an information system of Business Associate.

j) Notification of Breach. Business Associate shall notify Covered Entity within three (3) business days after it, or any of its employees or agents, reasonably suspects that a breach of unsecured PHI as defined by 45 CFR 164.402 may have occurred. Business Associate shall exercise reasonable diligence to become aware of whether a breach of unsecured PHI may have occurred and, except as stated to the contrary in this Section, shall otherwise comply with 45 CFR 164.410 in making the required notification to Covered Entity. Business Associate shall cooperate with Covered Entity in the determination as to whether a breach of unsecured PHI has occurred and whether notification to affected individuals of the breach of unsecured PHI is required by 45 CFR 164.400 et seq.,
including continuously providing the Covered Entity with additional information related to the suspected breach as it becomes available. In the event that Covered Entity informs Business Associate that (i) Covered Entity has determined that the affected individuals must be notified because a breach of unsecured PHI has occurred and (ii) Business Associate is in the best position to notify the affected individuals of such breach, Business Associate shall immediately provide the required notice (1) within the time frame defined by 45 CFR 164.404(b), (2) in a form and containing such information reasonably requested by Covered Entity, (3) containing the content specified in 45 CFR 164.404(c), and (4) using the method(s) prescribed by 45 CFR 164.404(d). In addition, in the event that Covered Entity indicates to Business Associate that Covered Entity will make the required notification, Business Associate shall promptly take all other actions reasonably requested by Covered Entity related to the obligation to provide a notification of a breach of unsecured PHI under 45 CFR 164.400 et seq. Business Associate shall indemnify and hold Covered Entity harmless from all liability, costs, expenses, claims or other damages that Covered Entity, its related corporations, or any of its or their directors, officers, agents, or employees, may sustain as a result of a Business Associate’s breach of its obligations under this Section.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for the purposes set forth in III(b), if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity.

b) Specific Use and Disclosure Provisions.

1. Business Associate may use and disclose PHI to perform services for Covered Entity, including specific services, as set out in the Underlying Agreement, and any additional services necessary to carry out those specific services in the Underlying Agreement.

2. Business Associate may use PHI in its possession for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

Business Associate may disclose PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances disclosed in substantial compliance with Attachment A to this Exhibit C from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business
Kansas Health Information Network Inc.

Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached and provided that upon completion of work third party will shred all PHI and permanently delete and erase any electronic data containing PHI received from or created using PHI.

3. Business Associate may de-identify any and all PHI in its possession obtained from Covered Entity with Covered Entity’s prior written consent, and use such de-identified data, in accordance with all de-identification requirements of the Privacy Rule.

4. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1). Covered Entity shall be furnished with a copy of all correspondence sent by Business Associate to a federal or state authority.

5. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity.

6. Any use or disclosure of PHI by Business Associate shall be in accordance with the minimum necessary policies and procedures of Covered Entity and the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement and the Underlying Agreement.

IV. OBLIGATIONS OF COVERED ENTITY

a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

b) Covered Entity shall notify Business Associate in a timely manner of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such change may affect Business Associate’s permitted or required use or disclosure of PHI.

c) Covered Entity shall notify Business Associate in a timely manner of any restriction to the use and/or disclosure of PHI, which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. TERMINATION
a) **Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate upon termination of the Underlying Agreement and when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions of Section (V)(c)(2).

b) **Termination for Cause.** Upon either party’s knowledge of a material breach by the other party, such party shall either:

1. Provide an opportunity for the breaching party to cure the breach, end the violation, or terminate this Agreement if the breaching party does not cure the breach or end the violation within thirty (30) days;

2. Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

c) **Effect of Termination.**

1. Except as provided in paragraph V(c)(2) of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification in writing of the conditions that make return or destruction infeasible. Upon verification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors’ and/or agents’ use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
d) **Judicial or Administrative Proceedings.** Notwithstanding any other provision herein, Covered Entity may terminate the applicable Underlying Agreement, effective immediately, upon a finding or stipulation that Business Associate violated any applicable standard or requirement of the Privacy Rule or the Security Rule or any other applicable laws related to the security or privacy of PHI, relating to the Underlying Agreement, in any criminal, administrative or civil proceeding in which the Business Associate is a named party.

VI. MISCELLANEOUS

a) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended and for which compliance is required.

b) **Amendment.** No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties, except as set forth in Section VI(l) below.

c) **Indemnification.** Business Associate shall indemnify Covered Entity for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Covered Entity incurs arising from a violation by Business Associate of its obligations hereunder. Covered Entity shall indemnify Business Associate for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Business Associate incurs arising from a violation by Covered Entity of its obligations hereunder.

d) **Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

e) **Interpretation.** Any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the ARRA.

f) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and its respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

g) **Notices.** Any notices to be given to either party under this Agreement shall be made in writing and delivered via certified US mail return receipt requested to the address given below.

If to Business Associate: 


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h) **Headings.** The section headings are for convenience only and shall not be construed to define, modify, expand, or limit the terms and provisions of this Agreement.

i) **Governing Law and Venue.** This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Kansas, without giving effect to its conflict of law provisions.

j) **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

k) **Effect on Underlying Agreement.** If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.

l) **Modification.** The parties acknowledge that State and Federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA and other applicable state and federal laws relating to the security or confidentiality of PHI as determined solely by Covered Entity.

In the event that a federal or state law, statute, regulation, regulatory interpretation or court/agency determination materially affects this Agreement, as is solely determined by Covered Entity, the parties agree to negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) days after the date of notice seeking negotiations or the effective date of the change in law or regulation, or if the change in law or regulation is effective immediately, the Covered Entity, in its sole discretion, may unilaterally amend this Agreement to comply with the change in law upon written notice to Business Associate.
VII. OBLIGATIONS OF BUSINESS ASSOCIATE PURSUANT TO HITECH

a) Access to PHI in an Electronic Format. If Business Associate uses or maintains PHI in an Electronic Health Record, Business Associate must provide access to such information in an electronic format if so requested by an individual. Any fee that Business Associate may charge for such electronic copy shall not be greater than Business Associate’s labor costs in responding to the request. If an individual makes a direct request to Business Associate for access to a copy of PHI, Business Associate will promptly inform the Covered Entity in writing of such request.

b) Prohibition on Marketing Activities. Business Associate shall not engage in any marketing activities or communications with any individual unless such marketing activities or communications are allowed by the terms of the Underlying Agreement and are made in accordance with HITECH or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment for marketing activities should be in accordance with HITECH or any future regulations promulgated thereunder.

c) Application of the Security Rule to Business Associate. Business Associate shall abide by the provisions of the Security Rule and use all appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, Business Associate shall:

   (i) Adopt written policies and procedures to implement the same administrative, physical, and technical safeguards required of the Covered Entity; and

   (ii) Abide by the most current guidance on the most effective and appropriate technical safeguards as issued by the Secretary.

If Business Associate violates the Security Rule, it acknowledges that it is directly subject to civil and criminal penalties.

VIII. OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE FEBRUARY 17, 2011

Beginning effective February 17, 2011, Business Associate shall not receive any remuneration, directly or indirectly, in exchange for any PHI, unless so allowed by the terms of the Underlying Agreement and in accordance with HITECH and any future regulations promulgated thereunder.

IX. ENFORCEMENT

Business Associate acknowledges that, in the event it violates any applicable provision of the Security Rule or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to
Kansas Health Information Network Inc.

and will be directly liable for any and all civil and criminal penalties that may result from such violation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date reflected above.

ON BEHALF OF
(COVERED ENTITY):

Signature
Printed Name and Title
Date

ON BEHALF OF KHIN.
(BUSINESS ASSOCIATE):

Signature
Printed Name and Title
Date
Dear [Name]:

As you know, the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule requires health care providers to maintain the confidentiality of protected health information. Protected health information ("PHI") includes, among other things, the medical records and billing records relating to medical care given that is maintained in any form, including paper or electronic form. The HIPAA Security Rule requires health care providers to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information ("E-PHI"). E-PHI is information transmitted by, or maintained in, electronic media as defined by 45 C.F.R 160.103.

[Organization] may disclose PHI and E-PHI to you for our management and administration purposes, but only if you give reasonable assurance that you will maintain the confidentiality of PHI and E-PHI, use reasonable safeguards to protect PHI, use it only for the purposes for which it was disclosed, and notify [You] of the breach of confidentiality of the PHI of which you become aware. If you agree to these conditions, please sign below and return the letter to [Address] promptly. **We will not be able to forward any protected health information to you or your office until you have signed at the bottom of this letter and returned it to [Address].**

We appreciate your cooperation in this matter. Please do not hesitate to contact me at [Contact Information] if you have any questions or concerns.

Sincerely,

[Your Name]

[Organization]
EXHIBIT D

SERVICES AND PRODUCTS

Kansas Health Information Network Inc. Core Services -- All services listed below are included in the package.

1. INITIAL PRODUCT COMPONENTS

   a. CareAlign™ Clinical Portal
      i. Aggregate, longitudinal view of standard and non-standard based patient information across source systems
      ii. CareAlign” Aggregation Platform
      iii. Automated and user-defined patient lists
      iv. Multiple, user-specific patient views including patient summaries, flowsheet views, etc.
      v. Notification and alerting functions for new results, critical values, reminders and external source system alerts

   b. CareAlign™ Data Aggregation Engine
      i. Ability to receive & aggregate CCD/CCR/CDA based data feeds
      ii. Ability to receive & aggregate traditional HL7 data feeds for patient demographics, patient activity, diagnostic/procedure codes and clinical results
      iii. Ability to support custom clinical data feeds from non-standard systems
      iv. Semantic interoperability capabilities for labs, medications and allergies
      v. Connectivity to Surescripts/RXhub for medication history (Surescripts fees not included)

   c. CareAlign™ Secure Messaging
      i. Secure clinician to clinician messaging across community participants

   d. CareAlign™ Security and Audit Functions
      i. HIPAA-compliant user authentication service including user-id/password and trusted network single sign-on authentication support
      ii. User authorization and administration functions
      iii. Provides Participant Authorized User Directory

   e. CareAlignTM Network Master Patient Index
      i. Built-in patient matching and record locator service components

   f. CareAlign™ Data Normalization
      ii. Tagging and mapping underlying data to semantic standards where possible
g. **CareAlign™ Interoperability Service**
i. Ability to send and receive standard CCR/CCD documents with external EMRs in compliance applicable IHE protocols
ii. Ability to send and receive order and results into external EMRs and other clinical systems
iii. Ability to facilitate NHIN to NHIN exchange communication using XDX.b and XDR protocols in compliance with IHE standards

2. **FUTURE PRODUCT COMPONENTS – 2011 AND BEYOND**

h. **CareAlign™ Disease Management**
i. Integrated clinical dashboards tailored to wellness conditions and specific chronic diseases

i. **CareAlign™ Bio-surveillance and Reporting** (built-in decision support alerts in compliance)
i. Ad-hoc query and reporting tool that allows for queries based on patient demographics, activity, diagnosis, procedures and clinical results across patient population
ii. Built-in export capabilities to export identified results to external applications
iii. Ability to set-up bio-surveillance agents that identify patients with specific characteristics based on data coming into the exchange
iv. Ability to export data to and import CCD from state entities as required

j. **CareAlign™ Patient Portal**
i. Ability to share patient summary data, results and notifications with patients
ii. CCR/CCD interoperability with commercial PHRs

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**Kansas Health Information Network Inc. Optional Services -- These services are available at an additional charge.**

a. **CareAlign™ EHR-lite** (optional component - software license not included in base pricing -- monthly fee required)
i. Provides a base EMR to ambulatory participants who are currently licensed to use the CareAlign Clinical Portal
ii. Ability to create, send and receive orders for systems including laboratory, radiology and referrals
iii. Ability to utilize ePrescribing capabilities including medication list and reconciliation
iv. Clinical documentation including vitals, visit summaries, patient encounter standard template, immunizations, clinical values and problem list maintenance
v. Provides the requirements to comply with ONC Meaningful Use requirements through 2011 for the functionality listed in items i. through iv. above.
EXHIBIT E

PRICING SCHEDULE

The purpose of the exhibit is to define the pricing schedule and payment terms agreed to by participant and KHIN for the products and services covered in the Agreement.

1. **KHIN Fees associated with CareAlign™ software solutions and Hosting Services provided by KHIN**. Payment of the annual fees outlined below by Participant allows Participant and their Authorized Users to use the CareAlign solutions for the time period outlined below.

<table>
<thead>
<tr>
<th>Payment Table</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kansas Health Information Network</td>
<td></td>
</tr>
<tr>
<td>Implementation Fee (Due at Data Testing)</td>
<td>$ *</td>
</tr>
<tr>
<td>Annual Fee (Due at Live Data Exchange)</td>
<td>$ *</td>
</tr>
</tbody>
</table>

The subscription fee will be calculated annually based upon adjusted patient days from the hospital cost report. Subscription fees will be billed on the anniversary of the live data exchange.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date reflected above.

ON BEHALF OF (COVERED ENTITY): ON BEHALF OF KHIN. (BUSINESS ASSOCIATE):

Signature

Printed Name and Title

Date

Signature

Printed Name and Title

Date