



American Recovery and Reinvestment Act

State Health Information Exchange  
Cooperative Agreement Proposal

## Operating Plan

A Project Proposal for the National Coordinator for Health Information Technology  
Department of Health and Human Services

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Submitted By: State of Utah, Department of Health (State Designated Entity)  
Utah Health Information Network (State Designated HIE)

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# INTRODUCTION – THE BASIS FOR THE UTAH OPERATION PLAN

## HISTORY OF EXCHANGING ADMINISTRATIVE TRANSACTIONS: UHIN

Utah has long been a national leader in health information exchange. With the support of former Governor Michael Leavitt, the Utah Health Information Network was founded in 1993 in response to a community problem: how could a state with a (relatively) small population where the health care market was dominated by local group health insurers and local health care providers create an efficient system for exchanging health information, specifically claims. Blue Cross Blue Shield of Utah, as the Medicare contractor, had been successfully receiving electronic claims for many years but most of the other Utah payers were just implementing systems. Rather than each payer implementing their own proprietary system (Utah was too small of a market at the time to be of interest to the then-major clearinghouses) – which would have resulted in chaos for the Utah provider community – the entire community, payers and providers alike, came together to create a single commonly held utility, the Utah Health Information Network that would benefit the *entire* community, payers and providers alike.

In the early 1990's health information exchange (HIE) was termed electronic data interchange (EDI). Then as now the focus was on how to reduce escalating health care costs and improve the quality of care by moving the health care industry off manual/paper data exchanges and into the 20<sup>th</sup> Century and use EDI. The banking system had just successfully migrated to ATMs, why couldn't the health care system do the same thing? The dialogue in the early 1990s called these early adopters of healthcare EDI community health information networks: CHINs. UHIN was born as a CHIN.

As we now know, most of the CHINs failed. There were numerous reasons why they did not succeed, but one of the reasons UHIN did succeed is because the board required that it be operated first and foremost as a *business*; a non-profit business, but nonetheless as a business. It had to bring value to its members (reduce the cost of care).

Secondly, the board decided to move in *small increments*. So, UHIN began operations by exchanging health care claims. Claims, from a business perspective, is a win-win: payers and providers both benefit from moving off paper and into EDI.

And third, the board decided to be *inclusive*. UHIN's business strategy from the first was to offer EDI to any Utah entity that wanted to participate. This helped develop trust.

However, because UHIN was serving members who were competitors, it was decided that UHIN would not function as a clearinghouse; instead, it act as a Value Added Network (VAN). That is, it would not 'open the envelope' and edit or format data: it would be essentially be a post office picking up and delivering electronic mail. This forced the fledging UHIN into using EDI *standards*. In 1993 the Utah Legislature adopted a law that gave the Utah Insurance Department (UID) the authority to adopt standards for administrative exchanges. UID, gave UHIN the responsibility of convening the community to create the administrative standards that UID would subsequently adopt and UHIN's long-standing career as a Standards Development Organization for the State of Utah began. Since that time, the Utah health care community, through the UHIN Standards process, has created over 80 Standards. The UHIN health care community has always adopted national standards.

In administrative exchanges, the claim transaction is the 'silver bullet' for getting everyone on board. All the parties on the exchange (payers and providers) benefit from exchanging claim. Although there is a significant initial investment to enable both parties to accomplish this exchange, the ROI occurs very quickly.

Since its inception, UHIN has operated by collecting membership fees. The basic UHIN formula for determining membership fees is to first determine *who receives value* for the transaction. In the case of the claim, the board decided that payers received 70% of the value and providers received 30% of the value. The basic idea is that the 'price' of each claim exchanged through UHIN is divided 70-30: each stakeholder group pays for their share of the value received by exchanging that claim. UHIN payers pay a click fee for claims and UHIN providers pay an annual membership fee.

Since its inception, the board had intended to utilize the UHIN network to exchange transactions that would be used for clinical purposes. UHIN began seriously exploring the very different

world of clinical data exchanges in 2004 when it received the AHRQ *State and Regional Demonstration* contract. Since that time the community has been firmly committed to understanding the much more complex world of clinical exchanges and building what we hope will prove to be a sustainable business case.

From a business perspective, exchanging clinical data is more complex than exchanging administrative transactions because there is no 'silver bullet'. There is no single clinical message, no equivalent to the health care claim, which has a compelling business case for *all* the trading partners. Instead, we've discovered that the compelling business case for clinical exchanges only occurs when you can (essentially) exchange *any and all* clinical data which requires more technical sophistication and more investment on the part of the trading partners.

To complicate matters further, the ROI for clinical exchanges is significantly challenged by two issues:

- 1) **It is disruptive to key marketing strategies:** Most of the large health care entities (labs, hospitals, etc) have made significant investments in using HIE as a corner stone of their marketing campaigns. Therefore, a concept like a State-wide HIE actually poses a significantly disruptive challenge. Needless to say, in many parts of the country, HIEs are not being welcomed.
- 2) **The ROI for clinical exchanges is highly diffuse.** While it is possible to make a weak business case for increasing administrative efficiencies on the part of the trading partners (hospitals can spend less time on medication reconciliations, clinics can spend less time attempting to gather needed patient information, payers can spend less time gathering information for case management or attachments for prior authorizations or claims) it is not highly compelling. The sum total for the community is compelling but for any one individual entity, it is not (usually the costs of all these inefficiencies is buried in many different budgets across different departments).

In addition, one could argue that the 'quality of care' component inures to the patient rather than to any health care entity. Indeed, there is some evidence that improving the quality of care (for example by reducing tests) could actually reduce revenues for some health care providers. Thus there could be a disincentive for some health care providers to participate in an HIE given America's current payment system.

## HISTORY OF EXCHANGING TRANSACTIONS: PUBLIC HEALTH

The Utah Department of Health (UDOH) has also been a strong national leader in EDI in the public health sphere. For the Utah 2002 Olympics, UDOH in collaboration with the larger health systems in the state created a system whereby they could monitor Emergency Department admissions on the Wasatch Front. Recall that the 2001 September 11 attack had occurred just prior to the Salt Lake City Olympics.

In addition, UDOH has pioneered the electronic exchanges of vital records and immunization information with Intermountain Healthcare and other healthcare providers. Currently UDOH and UHIN are jointly working on three public health clinical information exchange pilot projects:

1. UHIN authorized users will be able to submit the cause of death information through the UHINet gateway to the UDOH Electronic Death Entry Network (EDEN) for timely death registration;
2. UHIN authorized users will be able to query immunization records from the Utah Statewide Immunization Information System (USIIS) through the UHINet gateway for patient care; and
3. Utah Newborn Screening Program has received an award from the Health Resources and Services Administration to develop the exchange of newborn hearing and blood screening results with clinicians through the UHIN Clinical Health Information Exchange (cHIE) system.

## CONCLUSION

The Operation Plan proposed herein encompassing *what kind* of an HIE to build and the proposed *sustainable business model* is firmly rooted in the Utah's long collaborative history in HIE and in our health care market landscape. The entire Utah health care community – including payers, long term care, hospitals, federally qualified health centers, primary care physicians, specialty physicians, pharmacists, labs, small rural hospitals, consumers, State government, and even property and casualty insurers - have worked very hard to create and invest in this model. We believe this Operating Plan meets ONC's requirements and that we are ready to begin to implement it.

# OPERATIONAL PLAN - GENERAL REQUIREMENTS

## COORDINATION WITH ARRA PROGRAMS

### *COORDINATION AND INTERDEPENDENCIES*

Describe specific points of coordination and interdependencies with relevant ARRA programs

### REGIONAL CENTER

HealthInsight will apply to be the designated Healthcare Regional Extension Center. HealthInsight is Utah's QIO and has experience in assisting providers with the successful deployment of EMRs for quality improvement. UHIN will be working with HealthInsight in assisting provider to (1) successfully employ an EMR (primarily HealthInsight's work), (2) successfully connect that EMR to the cHIE and deploy data exchange (primarily UHIN's work), and (3) successfully move towards 'meaningful use' (primarily HealthInsight's work). UDOH staff with expertise in privacy and security from the HISPC project will assist in designing that area of the regional center's services.

### WORKFORCE DEVELOPMENT INITIATIVES

The UDOH and Utah Department of Workforce Services (DWS) are committed to working together to address the growing demand to teach the necessary skills and develop education and training programs to sustain the growing health information technology (HIT) sector and support a statewide health information industry. DWS and the State Workforce Council coordinated a competitive grants process that drew proposals from Utah's Health IT Governance Consortium member organizations to support programs and services including job training within the healthcare sector and specifically health information technology. Two of the seven submitted healthcare sector applications for the DOL ARRA funds included a health information technology (HIT) component. Both proposals submitted for HIT involve cHIE pilot site organizations.

### BROADBAND MAPPING AND ACCESS

The Utah Public Service Commission (PSC) in collaboration with the Department of Technology Services (DTS) and the Automated Geographic Reference Center (ARGC) are leading an effort to improve Utah's broadband mapping, analysis and planning capacity. Utah submitted a proposal in response to a Notice of Funding Availability to apply for stimulus funds as part of the National Telecommunications and Information Administration's (NTIA) State Broadband Data and Development Grant Program. If funded, the project will 1) collect, maintain and verify broadband mapping data, 2) develop publicly accessible broadband maps and web mapping applications; and 3) develop a planning framework for to assess and expand accessibility to broadband infrastructure and services.

Currently Utah does not have a comprehensive statewide up-to-date map of broadband service access and/or availability. Available broadband access may be problematic for some urban and rural centers as clinics and physicians more often lack the last mile connection. The Utah HIT Governance Consortium will work with PSC to understand the gaps in the broadband service availability and work to address the service needs.

Utah is a highly rural and frontier state. As such, some portions of the state do not have enough people to support a normal telecommunications company. Hence Utah has developed the Utah Telehealth Network. The Utah Telehealth Network (UTN) expands access to health care services and resources through the innovative use of technology. Patient care, patient education, public health planning, and continuing education for health professionals are all conducted at a distance. Hospitals, clinics, and local health departments connect together via T1 lines and, soon, higher speed connections. Telemedicine supports critical emergency care, with services such as telestroke and teleburn, and provides a practical solution to provider shortages, via teleradiology and telepharmacy. Videoconferencing and other media tools are used to train the healthcare workforce, from graduate programs for nurses to providing up-to-date information on topics such as MRSA or, more recently, H1N1 for health professionals in the field.

#### *HIE AND REC RECIPIENTS*

If applying as HIE and REC recipients.

Not Applicable.

#### *PROJECT RESOURCE PLANNING*

## WORKFORCE DEVELOPMENT PROGRAMS

UDOH and DWS will continue to work together to support the healthcare sector and specifically HIT to identify needs for 1) re-entry training programs for displaced workers; 2) curriculum in higher education to support emerging workers; and 3) incumbent worker training through association and professional education programs. However, without additional resources for the training, we cannot specify a time for the HIE implementation.

## BROADBAND ACCESS

This question will be answered until the National Telecommunications and Information Administration's (NTIA) State Broadband Data and Development Grant Program makes the decision on Utah's application.

## *COORDINATION WITH OTHER STATES*

UHIN is in communication with Colorado, specifically Quality Health Network (QHN) (Grand Junction) and Idaho about interstate data exchanges. Salt Lake City (Intermountain and the University of Utah Health Sciences Center) is the intermountain center for quaternary care in cancer, burns and transplants so many patients come to Salt Lake from southern Idaho, southern Wyoming, western Colorado and eastern Nevada. UHIN is also working with QHN to determine whether it is economically feasible to develop a claim and eligibility transaction exchange.

It is our intention to share plans. UHIN has shared technical documents with QHN to achieve two goals: (1) clinical information sharing, and (2) claims/eligibility connectivity. Utah, QHN and Idaho all share the same HIE vendor.

# OPERATIONAL PLAN - DOMAIN REQUIREMENTS

## GOVERNANCE

### *GOVERNANCE AND POLICY STRUCTURES*

### *ONGOING DEVELOPMENT*

Oversight for the cHIE ARRA HIE CA activities will lie with the Utah HIT Governance Consortium. The Utah HIT Governance Consortium is under the leadership of Dr David N.

Sundwall, the State HIT Coordinator and Executive Director for Utah Department of Health. The consortium is a new statewide public-private collaborative to enhance statewide coordination in implementing ARRA HITECH projects.

UHIN has been in operation as a public-private partnership since 1993. In 2007, UHIN undertook a thorough evaluation of its governance and policy structure and made changes to enable the operation of the cHIE. UHIN has a mature governance and policy structure.

UHIN utilizes a single electronic commerce agreement (ECA) that all members must sign (Attachment 1). The ECA is available on the UHIN web site ([www.uhin.org](http://www.uhin.org)). The ECA covers HIPAA privacy and security issues and enables our members to avoid having to sign HIPAA Business Associate Agreements with everyone else on the network. All users of the cHIE must also sign the cHIE Addendum (Attachment 1). UHIN needed a separate addendum for the cHIE because we anticipate that not all our members will participate in the cHIE; some will use other services

## FINANCE

### *COST ESTIMATES AND STAFFING PLANS*

See Attachment 2, the Cooperative Agreement budget and Budget justification. Under the auspices of the Utah HIT Governance Consortium (Attachment 3) UDOH will be devoting 1.4 FTE to this project. UHIN will be increasing the cHIE staff by 4 and 1 administrative staff. These will be working with the existing staff (see Attachment 4 the UHIN Organizational Chart).

### *DETAILED SCHEDULE/DESCRIPTION OF TASKS, SUBTASKS TO ENABLE STATEWIDE HIE*

#### **FIGURE 1 cHIE Timeline**

- 2004:** Received AHRQ SRD funding. Began to seriously explore state-wide clinical exchanges
- 2005:** Used AHRQ funds to upgrade UHINet to a Web Services architecture, and to develop a pilot for exchanging clinical documents between providers and providers, and providers and payers (for claim attachments).
- 2006-07:** Developed the pilot further but began to realize that the process was too manual to be of much use for providers
- Late 2007 - 2008:** Began an intense community process to write an RFP for a new state-wide clinical exchange system. Signed a contract with Axolotl in December 2008
- 2009:** Intended as our pilot and test year. The community selected two initial roll-out sites (Moab, Box Elder/Cache Counties. The Moab area is in production lab results. Our patient consent model has been developed and vetted around the state area)
- 2010:** Implement a state-wide roll-out (as determined by the community); implement cHIE business model. Begin to build any additional needed functionality to meet 2011 "meaningful use" requirements.
- 2011:** Assess adoption rates and business model. Continue state-wide roll-out. Have all the major metropolitan areas and any willing rural area up by year's end.
- 2012 and beyond:** Work to reduce cHIE membership fees as participation increases. Continue to enroll new members and make changes to support meaningful use.

The overall schedule of establishing the state-wide HIT (cHIE) is shown in Figure 1. Utah has been working on developing a state-wide HIE since 2004. In Utah, this has come to be called the cHIE - the *clinical* health information exchange - to distinguish between UHIN's existing administrative exchange.

*RESOURCES, DEPENDENCIES, SPECIFIC TIMEFRAMES*

See Attachment 5 for the cHIE Gantt Chart/Timeline that identifies tasks and timelines, based on our current level of knowledge and planning, for establishing the cHIE and implementing Meaningful Use in Utah. The tasks are organized according to the HIE CA domains and include activities that UHIN would be pursuing even if they were not implementing Meaningful Use, such as the statewide rollout of cHIE and patient education. A summary of the activities on the timeline are as follows:

**Governance:** The HIT Governance Consortium, staffed by UDOH, will implement the statewide strategic HIE plan and design/perform an evaluation to validate that strategic objectives are being met.

**Finance:** UHIN will implement the business model that has been developed and measure it, over time, to validate that it is effective. The business model may be modified if needed to meet business objectives. UHIN intends to begin funding the implementations with CA monies the first two years, becoming self-sufficient through the collection of cHIE membership fees after that.

**Technical Infrastructure:** UHIN will work with Axolotl to improve e-Lite, the MPI, and the Virtual Health Record. UHIN will use grant monies from the VA to fund the connection to NHIN and the development of bi-directional CCD exchanges.

**Business & Technical Operations:** Industry-accepted Project Management best-practices will be applied to the implementation of Meaningful Use, the statewide rollout of cHIE, and the implementation and evaluation of cHIE Patient Education. UHIN will develop a long-term business plan to support the VA exchange and will explore opportunities with neighboring states, Medicaid, and Public Health programs.

**Legal/Policy:** UHIN's ECA and cHIE Addendum have been developed to meet cHIE needs. These documents will be evaluated and re-designed, as needed, over the course of the implementation of Meaningful Use.

*PROPOSED MITIGATION METHODS FOR ISSUES AND RISKS IN OVERALL PROJECT*

See Attachment 6 for the Risk Chart, which represents an initial, high level risk assessment for implementing Meaningful Use. The most significant risks identified at this time include:

- **Key data sources (hospitals) fail to connect to the cHIE**

The success of the cHIE largely depends upon (1) adoption by the four major hospitals systems in Utah as Key data sources, and (2) a high adoption rate by clinicians as both data users (using data from the hospitals) and as data sources (bringing value to hospitals and other clinicians). The hospitals UHIN has been working with uniformly are very excited about participating with the cHIE. There is a barrier in that hospitals must invest resources to connect their internal systems to their cHIE Data repositories. UHIN is working to mitigate this by offering a reduced cHIE membership in 2010 to encourage adoption in that year. For the hospitals, a reduction in cHIE membership will hopefully free up those resources to dedicate them to cHIE connections.

- **Clinicians do not authorize funds for EMR to connect to cHIE**

The success of the cHIE largely depends upon (1) adoption by hospitals as major data sources, and (2) a high adoption rate by clinicians as both data users (using data from the hospitals) and as data sources (bringing value to hospitals and other clinicians). The clinicians UHIN has been working with uniformly are very excited about participating with the cHIE. There is a barrier in that clinicians with EMR (which constitute 60%-70% of Utah's clinics) must invest in resources to connect their internal systems to their cHIE Data repositories. UHIN is working to mitigate this by (1) offering grants to clinics to help defray these costs and (2) offering a reduced cHIE membership in 2010 to encourage adoption in that year.

*STAFFING PLANS INCLUDING PROJECT MANAGERS, OTHER KEY ROLES*

Key Personnel:

PI: **David N. Sundwall**, MD, Executive Director, Utah Department of Health, the Governor-designated State HIT Coordinator, Chair for Utah HIT Governance Consortium: Oversee the project.

**Barry Nangle**, Ph.D., Director, Center for Health Data and Informatics, Utah Department of Health: Responsible for coordinating activities for the Utah HIT Governance Consortium.

**Jan Root**, Ph.D., President and CEO for Utah Health Information Network: Responsible for the successful deployment of the cHIE and for partnering with HealthInsight.

**Wu Xu**, Ph.D., Director, Office of Public Health Informatics, Center for Health Data and Informatics, Utah Department of Health: Responsible for project coordination and federal reporting.

#### *CONTROLS AND REPORTING*

##### *ACTIVITIES TO IMPLEMENT FINANCIAL POLICIES, PROCEDURES, CONTROLS COMPLIANT WITH GAAP AND RELEVANT OMB CIRCULARS*

The Utah Department of Health has implemented financial policies, procedures controls compliant with GAAP and relevant OMB circulars. UHIN has implemented financial policies, procedures controls compliant with GAAP and relevant OMB circulars. UHIN is a recipient of the AHRQ State and Regional Demonstration contract and passed two routine annual audits for compliance with GAAP and relevant OMB circulars.

Wu Xu of UDOH, will submit progress and spending reports to ONC.

#### TECHNICAL INFRASTRUCTURE

##### *STANDARDS AND CERTIFICATIONS*

**Projects already implemented or under implementation:** demonstrated compliance or plans for consistency with HHS adopted interoperability standards and certifications.

Since its inception, UHIN has committed to achieving HHS adopted interoperability standards<sup>1</sup> that comply with national standards. UHIN only handles transactions/messages that comply with HHS adopted interoperability standards and Utah interoperability standards<sup>2</sup>. UHIN actively participates in X12, HL7, NCPDP and HITSP.

UHIN has been accredited by EHNAC<sup>3</sup> since 2004. This means UHIN meets or exceeds all federal security and privacy regulations.

The EMR that is offered by Axolotl is CCHIT certified. UHIN offers this tool as part of UHIN membership if the provider is not already using an EMR.

## *TECHNICAL ARCHITECTURE*

### UTAH HEALTH CARE PROVIDERS

The HIT Governance Consortium is committed to making the cHIE network available to all Utah healthcare providers. The technical architecture of the cHIE utilizes a secure federated database structure that is available for treatment purposes only to authorized clinical professionals. UHIN is involved in an initial implementation in the Moab (southern Utah, frontier), and Box Elder/Cache County (northern, rural) areas of the state. The primary data sources in these two areas include Intermountain health care (two hospitals), HCA/MountainStar (one hospital), one specialty hospital (privately held), and one county-owned small critical access hospital. The goal of the initial implementation is to test all components of the cHIE technical architecture prior to initiating a state-wide roll out in 2010.

### PUBLIC HEALTH

The Utah Department of Health (UDOH) has been deeply involved in the implementation of the cHIE. Our 5 year plan includes a two way interaction with public health that would allow providers to communicate reportable conditions to UDOH or their local health departments, and to receive public health alerts from the UDOH or their local health departments.

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<sup>1</sup> UHIN's Mission (established in 1993): *Creating and managing an electronic value-added network to link the health care community participants in the State of Utah for the purpose of interchanging important financial and clinical information. This shall be done in compliance with national data standards.*

<sup>2</sup> The HIPAA transactions were lacking two key transactions: a claim acknowledgment transaction and a transaction acknowledgement transaction. Utah has adopted standards for both of these transactions.

<sup>3</sup> EHNAC: Electronic Healthcare Network Accreditation Commission.

## PATIENT ENGAGEMENT AND ACCESS

The HIT Governance Consortium is committed to making cHIE available to patients. At this point, our priority is to successfully establish the cHIE as a sustainable business that providers, hospitals and payers will support. It is our intention to then begin developing the necessary privacy, security, legal, technical and business requirements to enable connections to entities offering patient access.

## *PLANS FOR PROTECTION OF HEALTH DATA*

As attested to by our successful EHNAC accreditations since 2004, UHIN has always rigorously protected all the health data that it transports and it requires that members comply with HIPAA privacy and security regulations. UHIN will continue to be EHNAC accredited every two years (2010 is the year of our next accreditation).

## *BUSINESS AND CLINICAL REQUIREMENTS*

Although UHIN is a not-for-profit, it only offers services that can be supported by our members. UHIN has built what we hope will be a sustainable business plan for the cHIE (beginning in 2010). UHIN's business plan reflects the character of the Utah healthcare marketplace. The Utah provider market is dominated by locally owned non-profit entities with a commitment to quality of care: *Intermountain Healthcare* and the *University of Utah Health Sciences Center*. The largest entities in the Utah group insurer market are *Medicare*, *Medicaid*, *Regence BCBSU* and *SelectHealth*. With the exception of Medicare, UHIN has been working closely with these entities and all support the cHIE.

UHIN has been working closely with the physician community for several years to ensure that the cHIE meets their clinical data exchange requirements. UHIN hosts monthly meetings with a group of physicians and does outreach to other clinician groups to ensure that we are meeting their needs.

## *MULTI-STAKEHOLDER PLANNING PROCESS*

The HIT Governance Consortium is a multi-stakeholder committee (see Attachment 3). UHIN's board of directors (see Attachment 4, UHIN Governance Structure) and all of the various cHIE committees represent a broad range of community organizations. All cHIE planning has been open and is consensus based.

## *ARCHITECTURE ALIGNS WITH NHIN CORE SERVICES*

UHIN is in the process of creating a connection with the VA via the NHIN. That work should be completed by 2011. To the best of our current knowledge, the cHIE architecture aligns with the NHIN core services.

As mentioned above, UHIN is working with the VA to share information with them, specifically a CCD. UHIN has also had a request from the Utah SSA office to pilot a connection to SSA as well.

## *TECHNOLOGY DEPLOYMENT*

### TECHNICAL SOLUTIONS

In broad terms, the cHIE utilizes a secure, federated, database web services architecture with a centralized master person/provider index (MPI). The cHIE supports two types of data exchanges, (1) direct delivery of information/documents/messages (what we call the “post office” function) and (2) the virtual health record (the ability to query data repositories to gather more complete information about a patient). See Attachment 7 for details on the UHIN cHIE technical solution.

### EXPANDING HIE CAPACITY IN THE STATE

It is our intent that the cHIE solution will handle all the HIE traffic between health care entities within the State. There are entities – Intermountain, the University of Utah Health Sciences Center, Central Utah Clinic, that utilize internal HIE. The cHIE is not intended to replace that functionality. It is UHIN’s goal to connect all Utah health care entities in the state with a desire to participate in meaningful use (and even those who do not).

### ENABLING MEANINGFUL USE CRITERIA FOR 2011

To date, it is our understanding that meaningful use criteria for 2011 will likely include what is listed in *Attachment 8*. UHIN is working with the community to garner support for implementing the meaningful use HIE and EMR functionality and what meeting them would mean in terms of improving quality and reducing costs.

### NATIONWIDE HEALTH INFORMATION EXCHANGE

UHIN is working to develop a pilot with the VA to exchange CCD documents. In addition, UHIN has had a request from the Utah SSA office to pilot a data exchange with SSA. There is great

interest in these projects among clinicians and hospitals. One outstanding question is whether the federal agencies (VA, SSA) will pay a reasonable membership fee to support the HIE for this exchange as it benefits them as well as the community. UHIN has exchanged Medicare claims for 15 years without receiving any compensation from Medicare. This generates a certain amount of resentment in the community.

**COMPLIANCE WITH HHS ADOPTED STANDARDS AND IMPLEMENTATION SPECIFICATIONS**

**ADMINISTRATIVE**

UHIN complies with all HHS adopted standards and implementation specifications for administrative transactions including the ASC X12 837 professional, institutional and dental claims (4010) and eligibility inquiry and responses (4010). UHIN is preparing to implement the next version (5010) as directed by HHS.

**CLINICAL**

UHIN began developing and exchanging clinical message in 2006. As always, the community uses national standards to build the State standards. UHIN convenes the community to build clinical standards at the request of community members. Table 1 summaries Utah’s progress utilizing national standards for clinical exchanges. As can be seen, UHIN has created several message standards that CCHIT has not yet developed.

**Table 1. Utah’s compliance with CCHIT standards**

Clinical Message	CCHIT Ambulatory 2008 Certification Criteria	UHIN	UHIN Compliance with CCHIT	Comment
General Laboratory Results	IS01 v2.1 (HL7 v2.5.1)	UHIN Standard #55 (HL7 v2.2)	N	Community organizations do not use HL7 v2.5.1 in production. HL7 v2.2 was selected by the community because it is the most common version and can be deployed quickly

Clinical Message	CCHIT Ambulatory 2008 Certification Criteria	UHIN	UHIN Compliance with CCHIT	Comment
Microbiology Laboratory Results	IS01 v2.1 (HL7 v2.5.1)	UHIN Standard #55 (HL7 v2.2)	N	Community organizations do not use HL7 v2.5.1 in production. HL7 v2.2 was selected by the community because it is the most common version and can be deployed quickly
e-Prescribing	NCPDP SCRIPT v8.1	In process	Y	The UHIN Standard for e-Prescribing will be using NCPDP SCRIPT v8.1
Eligibility Request/Response	X12 270/271/CA QH CORE Phase I Rules	UHIN Standard #31	Y	
Formulary and Benefit Information	NCPDP Formulary and Benefit v1.0	In process	Y	The UHIN Standard for Formulary and Benefit will be using NCPDP Formulary and Benefit v1.0
Medication History	NCPDP SCRIPT v8.1 (RXHREQ, RXHRES)	In process	Y	The UHIN Standard for Medication History will be using NCPDP SCRIPT v8.1 (RXHREQ, RXHRES)
Continuity of Care Document (CCD)	C32 v2.1, IS03 v3.0	In process	Y	The UHIN Standard for CCD will be the CCHIT certified version of C32
Discharge Summary	None created	UHIN Standard #61 (HL7 v2.3)		CCHIT does not certify for this clinical message. The UHIN Community identified the need for standardizing this message.
History and Physical	None created	UHIN Standard #62 (HL7 v2.3)		CCHIT does not certify for this clinical message. The UHIN Community identified the need for standardizing this message.
Admit_Discharge_Transfer (ADT)	None created	UHIN Standard #66 (HL7 v2.3)		CCHIT does not certify for this clinical message. The UHIN Community identified the need for standardizing this message.

Clinical Message	CCHIT Ambulatory 2008 Certification Criteria	UWIN	UWIN Comply with CCHIT	Comment
Operative Report	None created	UWIN Standard #65 (HL7 v2.3)		CCHIT does not certify for this clinical message. The UWIN Community identified the need for standardizing this message.
Chief Complaint	None created	UWIN Standard #52 (HL7 v2.4)		CCHIT does not certify for this clinical message. The UWIN Community identified the need for standardizing this message.

## BUSINESS AND TECHNICAL OPERATIONS

### *CURRENT HIE CAPACITIES*

#### LEVERAGING CURRENT HIE CAPACITIES

The HIT Governance Consortium is leveraging several HIE capacities: (1) The cHIE through UWIN and (2) existing proprietary HIE such as that internally available within organizations such as Intermountain, Central Utah Clinic, the University of Utah, and other internal or local HIE (to connect all of their records into the cHIE).

#### HIOs INTRA AND INTERSTATE/REGIONAL

UWIN is in communication with Quality Health Network and the Idaho HIE to exchange clinical and/or administrative information with them.

### *STATE-LEVEL SHARED SERVICES AND REPOSITORIES*

#### PLANS FOR LEVERAGING STATE-LEVEL SHARED SERVICES/REPOSITORIES

UWIN is in communication with Quality Health Network and the Idaho HIE to exchange clinical and/or administrative information with them. We plan to determine what shared services and/or repositories are appropriate and supportable to share.

## PUBLIC AND PRIVATE

The cHIE will be exchanging health information between both public (UDOH, University of Utah, Indian Health Services, the VA) and private (Federally Qualified Health Centers, Intermountain Healthcare, HCA/MountainStar, Central Utah Clinic, and hundreds of small, for-profit physician offices).

### *SHARED SERVICES THAT MAY BE DEVELOPED OVER TIME ACCORDING TO STANDARDS AND CERTIFICATION CRITERIA INCLUDING BUT NOT LIMITED TO:*

The cHIE will offer *patient identity management, patient locator services and data/document locator service.*

*STANDARD OPERATING PROCEDURES FOR HIE (ENCOURAGED, NOT REQUIRED)*  
UHIN has a long history of developing Standards and Standard Operating Procedures (SOP) through convening members and adopting consensus-based SPOs. If the community finds enough value to pay for the service at levels that will sustain the service long term, and if the service meets UHIN's mission, UHIN will develop and operate the service. UHIN's process for developing SOPs is detailed in *Attachment 9*.

The method UHIN uses to determine if an HIE service is developed and implemented usually rests upon whether there is agreement among the community that the proposed HIE service brings enough value for members to wish to pay for it. Over the past 15 years, UHIN has developed one or two HIE services that, in the end, did not offer enough value and were discontinued. These decisions have usually been made after it was discovered that a service was too labor intensive to implement by UHIN members.

## LEGAL/POLICY

### *STATEWIDE COMPLIANCE WITH ALL APPLICABLE FEDERAL & STATE LEGAL AND POLICY REQUIREMENTS*

UHIN has always worked to be in compliance with all applicable federal and state legal and policy requirements. Many of UHIN's members businesses cross state lines. Therefore, they have required that UHIN comply with federal and state standards to protect their own interests. As a measure of this, UHIN has been accredited by EHNAC since 2004. UHIN plans to continue to be accredited by EHNAC which will result in UHIN's compliance with all federal and

state legal and policy requirements. Utah is a “HIPAA State” meaning that it does not have State privacy or security laws that are more stringent than HIPAA.

UHIN only exchanges transactions that comply with UHIN (federal and/or state) standards. UHIN has no direct enforcement power. However, in the past it has been sufficient for members to police transactions to ensure that they comply with the UHIN standards. Members exchange transactions because they need to remain competitive in the Utah marketplace.

#### *MECHANISMS FOR DEVELOPING, EVOLVING, IMPLEMENTING POLICY REQUIREMENTS REQUIRED FOR HIE CONSISTENT WITH STATE PLAN*

Many members of the HIT Governance Consortium<sup>4</sup> have been intimately involved in the development of both the cHIE plan and the State Plan. This strong connection allows Utah to develop, evolve and implement HIE policy requirements that are consistent with the State Plan.

#### *INTERDEPENDENCE WITH GOVERNANCE AND OVERSIGHT MECHANISMS TO ENSURE COMPLIANCE WITH POLICIES*

Many members of the HIT Governance Consortium also serve on the UHIN board of directors. These two efforts are focused upon the same goal: the successful implementation of the cHIE along with meaningful use functionalities.

Oversight for compliance with standards has always come from trading partners. It is in their best interests for all the transactions they receive to comply with the standards. Since, to date, every trading partner has been both a sender and receiver of transactions, this has proven to be an effective

#### *PRIVACY AND SECURITY HARMONIZATION AND COMPLIANCE*

The UHIN Standards Committee (see UHIN org chart) will work to ensure privacy and security harmonization. Because UHIN is now in harmonization with regards to security and privacy, it is our intention to continue along those lines.

The CPMC and the Standards Committee (see Attachment 4) will work to ensure compliance across the network. As discussed earlier, to date, it has been enough that the entities wanting to exchange data with each have self-policed. Typically, the Standards Manager will document

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<sup>4</sup> In particular the Utah Department of Health, the Utah Insurance Commissioner, the Utah Department of Technology Services, the University of Utah, the Utah Medical Association, the Utah Hospital Association, HealthInsight and the VA.

deviations from the Standard and then work with the member to correct the situation. As the cHIE develops, it may be necessary to re-examine that approach.

#### *COORDINATION ACTIVITIES FOR INTERSTATE CONSISTENCY*

UHIN is participating with X12, HL7, NCPCP, HITSP and closely follows CCHIT. It is in the community's best interests to create data exchanges that can extend beyond state boundaries.

UHIN contractually requires all users of the network to utilize the network's Standards for messages/transactions and for data exchange.

## FEDERAL REQUIREMENTS

### *HIE AND FEDERAL CARE DELIVERY ORGANIZATIONS*

#### IS HIE ANTICIPATED WITH FEDERAL CARE DELIVERY ORGANIZATIONS?

- Yes. UHIN is working on a pilot to exchange health information with the VA. There is also great interest in exchanging data with SSA.

### *INCORPORATING FEDERAL REQUIREMENTS FOR UTILIZATION AND PROTECTION OF HEALTH DATA*

#### HOW ARE FEDERAL REQUIREMENTS FOR UTILIZATION AND PROTECTION OF HEALTH DATA INCORPORATED IN OPERATIONAL PLAN?

- UHIN has consistently sought to be in alignment with federal requirements for the utilization and protection of health data. In our review of the draft NHIN DURSA, we are in compliance.

One current significant challenge is 42 CFR Part 2. The HIT Governance Consortium Committee would appreciate clarification of how 42 CFR Part 2 applies to HIE.

At this point, it essentially bars federally-assisted substance abuse programs from acting as a data source for the remainder of the community. This information is vitally important for the other treating clinicians of a substance abuse patient. Utah supports the privacy principles embodied in 42 CFR Part 2 but we believe the law needs to be updated to incorporate the principles of HIE.

# ATTACHMENTS

ATTACHMENT 1. THE UHIN ELECTRONIC COMMERCE AGREEMENT AND CHIE  
ADDENDUM

Utah Health Information Network  
ELECTRONIC COMMERCE AGREEMENT

“MEMBER”

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 EIN: \_\_\_\_\_  
 Renewal HT # \_\_\_\_\_

“UHIN”

**UTAH HEALTH INFORMATION NETWORK, INC.**  
 Washington Building, Suite 320  
 Independence Square, 151 East 5600 South  
 Murray, Utah 84107-8152  
 Phone: (801) 466-7705  
 Fax: (801) 466-7169  
 Email: customerservice@uhin.com  
 EIN: 87-0520249

**Background:**

UHIN provides a telecommunications network (“**Network**”) that links health care community participants (health care providers, hospitals, health plans and state government). UHIN also establishes standards and guidance for use of the Network. Member desires to use the Network to exchange electronic data for administrative or clinical purposes or both.

**Agreement:**

- Services** – UHIN will manage and administer the Network and its use. So long as this Agreement is in effect, and Member complies with the accompanying Terms and Conditions of Use, UHIN will provide a means of exchanging properly formatted electronic data among members, and will make other services available from time to time over the Network.
- Fees** – Member agrees to pay UHIN membership fees and fees for any subscribed Services as set forth in Attachment A, in schedules, or in the addenda applicable to such Services, plus applicable taxes. Fees are due and payable in full, without deduction or offset, within thirty (30) days from the date of invoice. Amounts not paid when due may be subject to interest at the rate set by UHIN’s Executive Committee. UHIN may refuse Network access and Services so long as any payment not being contested in good faith is past due. UHIN may from time to time change the amount of, or basis for, any fee, but may increase fees no more frequently than once in any calendar year. UHIN may, at any time, reduce fees and set fees for new Services. Changes will be reflected on a revised Attachment A, and will be effective sixty (60) days after notice to Member.

This Agreement incorporates by reference the accompanying Terms and Conditions of Use and is effective only upon execution by both the Member and UHIN.

**MEMBER:**

\_\_\_\_\_  
 Print Member Corporation Name Here

\_\_\_\_\_  
 Sign Here (Stamped signature is not acceptable)

\_\_\_\_\_  
 Print Name of Signer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title of Signer (if any)

**UHIN:**

UTAH HEALTH INFORMATION NETWORK

\_\_\_\_\_  
 Janet L. Root  
 Name of Signer

\_\_\_\_\_  
 Date  
 Title: President and CEO

## TERMS AND CONDITIONS OF USE

### SERVICES

**Availability.** This Agreement applies to the Services described on schedules, attachments or addenda hereto, as modified and supplemented from time to time ("Services"). Unless otherwise indicated in the related description, Network access is available to Member twenty-four (24) hours a day, seven (7) days a week. UHIN may temporarily suspend Network access and Services for maintenance purposes, and when reasonably possible will give reasonable advance notice to Member of the suspension. UHIN will use its best efforts to reestablish Network access and Services quickly in the event of unscheduled interruptions.

**Training and Support.** UHIN will provide training in the use of Services, and may publish a fee schedule related to this training. UHIN will provide support and help desk services to Member between 7:00 a.m. and 5:00 p.m. (Salt Lake City time), Monday through Friday, excluding holidays, and limited support services on holidays, weekends and off-hours. Support services and terms are described at <http://www.uhin.com>. On-site support requested by Member will be billed at UHIN's rates then in effect.

### CONDITIONS OF USE AND ACCESS

**Standards.** Member will use the Network and Services only in a manner consistent with applicable laws and in accordance with "Standards" adopted by UHIN and available at <http://www.uhin.com/>. The Standards govern UHIN, Member and contractor activity on the Network, and include operating rules, services descriptions, details for connecting to the Network and for the transmission of electronic data, and definitions, requirements and standards for, among other things, the format and content of electronic data. Standards may be changed from time to time at the sole discretion of UHIN's board of directors. Such changes may reflect the availability of new equipment, systems or functionality, changes in applicable law, or other circumstances affecting the Network or the Services. Notice of proposed and final changes to the Standards will be posted at <http://www.uhin.com/>. Changes will be effective thirty (30) days following adoption, unless UHIN's board of directors prescribes an earlier effective date where reasonably necessary to address legal requirements, network security or exigent circumstances. UHIN will endeavor to provide e-mail notice of changes to members who request such notification. UHIN's adoption of Standards necessarily requires the interpretation of complex laws. Member is encouraged to participate in and to provide input regarding the Standards and any proposed changes. Member, however, should not construe the Standards adoption process or the adopted Standards themselves as legal advice, nor should Member assume anything regarding the accuracy, completeness, adequacy or suitability of the process or Standards, but should rely solely on the advice of its own attorneys.

**Electronic Transactions.** A "Transaction" is any data or set of data elements listed in the UHIN Standards that is transmitted on the Network. A Transaction may either be an Administrative Transaction or a Clinical Transaction. Examples of Administrative Transactions include electronic claims submission forms and electronic remittance advices. Examples of Clinical Transactions include requests for clinical health information and the responses to such requests through UHIN's clinical Health Information Exchange (cHIE).

**Use of Network for Transactions.** Member may use the Network to transmit Transactions. If a Transaction is undeliverable, UHIN will notify the sender. For Administrative Transactions, each Transaction must be readily associated and identified with source records (which may be electronic). There is no minimum level of use requirement, and Member is free to use or not to use the Network in its discretion.

**Member's Responsibility for Network Use.** Member has the following duties to UHIN related to network use:

to pay all charges incurred for such use;  
to ensure that its use of the network is for authorized purposes only; and  
to address problems related to its unauthorized use.

For purposes of the preceding sentence, "use" shall have the meaning stated in Section 0. Member will not resell the UHIN Network Services or use the Network to perform services for unrelated third parties without UHIN's prior written consent.

### INTERNET (ISP) ACCESS AND OTHER MEMBER RESOURCES

Member, at its own expense, will provide and maintain the hardware, software, equipment and services necessary to effectively and reliably access the Network, format, transmit and receive Transactions complying with the Standards and use other Services. This means, at least, an internet service provider and the minimum hardware and software configurations specified in the Standards.

### COMPLIANCE WITH LAW

Generally, UHIN and Member will each comply, and each Member's Transactions must comply, with the laws and regulations applicable to this Agreement. Such laws or regulations shall include, but shall not be limited to, those found in or adopted in accordance with Title 21 (Food and Drugs), Title 42 (Public Health and Welfare) of the United States Code and those laws requiring Member to obtain necessary patient authorizations. This Agreement will be interpreted so as to be consistent with such laws.

**No Agency.** UHIN provides specific Network services to members, but does not act for members as a general matter. UHIN is not responsible for, and will not inspect, the contents of Transactions (defined in Section 0), other than to process transaction headers and addresses for routing, billing and statistical purposes. UHIN will not disclose Transactions or their contents to anyone other than, or as directed in writing (or by telephone confirmed by email) by, the originating party or the intended recipient, except as provided in Section 0 or required by law. This obligation respecting the non-inspection of Transactions is in addition to, and is not limited by, Section 0. UHIN is an independent contractor, and neither UHIN nor Member is the employee, agent, partner or joint venturer of the other in performing this Agreement.

### INFORMATION CARRIED ON NETWORK

**Writing.** Any Transaction properly transmitted by electronic means pursuant to this Agreement and the Standards will, as between the originating and receiving parties, have the same legal effect as if submitted in written or paper form. Member will make copies of source records related to Transactions which it originates available to the member recipient for verification upon request.

**Authentication; Garbled Transmissions.** UHIN is not responsible for the proper transmission or receipt of Transactions. If a transmission is garbled, the responsibility to correct that mistake is on the sending and receiving members. Member is responsible for: (a) Member's compliance with the Standards applicable to formatting Transactions prior to sending; (b) the proper transmission and receipt of Transactions; (c) implementing sufficient safeguards and procedures (including audit trails) to satisfy its particular requirements for the security, privacy and accuracy of data transmitted and received, and (d) maintaining a means external to the Network for the reconstruction of any lost data. Member will promptly correct all of Member's transmission errors known to Member in its Transactions. If any Transaction is received by Member in an unintelligible or garbled form, Member will promptly notify the originating party if identifiable from the received Transaction. UHIN will provide the support described in Section 0 to assist Member in fulfilling its obligations hereunder.

Other Agreements. This Agreement does not establish a contractual relationship among members, except to the extent that each member is a beneficiary of Sections 0, 0 and 0. If this Agreement and an agreement between members conflict, the terms of the other agreement govern except (a) as to each member's obligations under this Agreement with respect to the use of, and the exchange of Transactions on, the Network and (b) where inconsistent with the Standards.

#### STORAGE AND RETENTION

Member is solely responsible for providing and maintaining data backup and retention adequate for its needs, for maintaining adequate source records (which may be electronic) relating to Transactions and for complying with applicable law relating to the storage, maintenance and retention of such records. UHIN will maintain a temporary encrypted backup of transmitted Transactions as required or permitted by applicable law and described at <http://www.uhin.org>. If Member is unable to reconstruct Transactions from its own or other available resources, UHIN, upon Member's request and at UHIN's rates then in effect, will assist Member in data recovery from temporary backups, provided that they are still maintained by UHIN.

#### CONFIDENTIALITY, PRIVACY & SECURITY

Use and Disclosure of Confidential Information. The following provisions apply to the possession, use and disclosure of Confidential Information:

Definition. "Confidential Information" means information designated as "confidential" or which should have been known to be "confidential" from the nature of the information or the circumstances of its disclosure. Confidential Information includes data which is subject to an obligation of confidentiality or nondisclosure as a matter of law, other than Protected Health Information (defined in Section 0), and the terms and conditions of this Agreement. THE CONTENT OF ALL TRANSACTIONS, EXCLUDING PROTECTED HEALTH INFORMATION, BUT EXCEPTING TRANSACTION HEADERS AND ADDRESSES, WILL BE DEEMED CONFIDENTIAL INFORMATION.

Obligation. UHIN will keep in confidence the Confidential Information received from the Member in connection with this Agreement or derived from Confidential Information received from the Member. UHIN will not disclose Confidential Information without the Member's authorization. UHIN will protect the confidentiality of such Confidential Information with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care, and will utilize appropriate safeguards and otherwise exercise reasonable precautions to prevent the unauthorized disclosure of Confidential Information, and to ensure that its employees, agents and contractors also comply with the provisions of this Section 00. Member will be entitled to an injunction prohibiting the improper disclosure of Confidential Information, actual or threatened, and to specific enforcement of UHIN's obligations hereunder, in addition to every other remedy now or hereafter available in law or equity.

Scope. This Section 0 states UHIN's obligations respecting Confidential Information received from Member. However, it shall not supersede obligations of confidentiality between members, or affect any agreements among members relating to Confidential Information. Confidential Information does not include information which (A) was in UHIN's possession before it was obtained from Member; (B) is or becomes a matter of general public knowledge through no fault of UHIN; (C) is developed independently by or on behalf of UHIN; or (D) is lawfully received by UHIN from a source other than Member unless the nature of the information and the means of communication otherwise indicate that it is and should be treated as Confidential Information. Neither the transmission and re-transmission of Transactions as provided in this Agreement nor the disclosure of Confidential Information in response to

a court order or other legal requirement is a prohibited disclosure, provided, however, that if UHIN is requested or legally compelled to disclose Member's Confidential Information, UHIN will promptly notify Member of such request or legal process. As between Member and UHIN, UHIN asserts no ownership or proprietary rights in data contained in Transactions.

Use and Disclosure of Protected Health Information. The following provisions apply specifically to the possession, use and disclosure of Protected Health Information obtained by means of a Transaction, and is intended to document each party's assurances that it will appropriately use and safeguard such data:

Definition. "Protected Health Information" or "PHI" shall have the broadest meaning given under applicable laws, and generally refers to individually identifiable health information transmitted or maintained in any form or medium.

Standard. UHIN will not make PHI available under 45 CFR 164.524 unless PHI is unduplicated under the Member's designated record set. UHIN will not, and will require that its directors, officers, employees, contractors and agents do not, use or disclose PHI obtained from Member in any manner that would constitute a violation of law if so used or disclosed by Member. UHIN may use PHI (i) for UHIN's proper management and administrative services or (ii) to carry out UHIN's legal responsibilities.

Obligations Regarding PHI. UHIN and Member each agrees that:

it will not use or further disclose PHI in a manner that would violate the requirements of applicable laws, if so used or disclosed by the originator of the Transaction;

it will not use or further disclose PHI other than [A] as permitted or required by this Agreement or supplemental agreements now or hereafter existing which govern its business relationship or arrangement with other members or [B] as required by law;

it will implement reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI, other than as provided by this Agreement (including the HIPAA Security Standards and the security procedures specified in the Standards);

it will have a written policy to prevent and mitigate the improper use or disclosure of PHI, including procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports and procedures for notifying the appropriate affected parties of the improper use or disclosure of PHI, including any Reportable Security Incident (defined and explained at <http://www.uhin.org>) involving electronic PHI or the Network, of which it becomes aware;

it will promptly report to the appropriate affected parties any Reportable Security Incident involving electronic PHI or the Network ;

it will promptly report to UHIN (or, in the case of UHIN, to the affected member) any use or disclosure of PHI received or sent in a Transaction which is not provided for by this Agreement and of which it becomes aware;

it will require that any third parties, including agents and contractors, to whom it provides PHI received from, or created or received on behalf of another member, agree to the same restrictions and conditions that apply to such member with respect to such information, including those in this Section 00;

it will make PHI available for amendment, to provide an accounting of disclosures or to comply with other requirements of applicable laws;

it will make its internal practices, books and records relating to the use and disclosure of PHI available for purposes of determining its compliance with applicable laws pertaining to PHI; and

at termination of this Agreement, if feasible, it will return or destroy all PHI received in a Transaction that it still maintains in any form and retain no copies of such information or, if such return or destruction is

not feasible, extend the protections of this Agreement and this Section 0 to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**Breach.** If UHIN or Member breaches a material obligation under this Section 0, or is in violation of the requirements of applicable laws respecting PHI, the non-breaching party in its sole discretion may take, but is not obligated to take, reasonable steps to cure the breach, terminate this Agreement, seek legal remedies, or, if termination is not feasible, report the breach or violation to the Utah state and federal governmental authorities having jurisdiction.

**Incorporation of Additional Requirements; Construction.** The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Section 0 or elsewhere in this Agreement, are hereby incorporated by reference and shall become a part of this Agreement. This Agreement and this Section 0 shall be construed as broadly as necessary to implement and comply with applicable privacy laws, including HIPAA. This Section 0 is intended to document the assurances and other requirements respecting the use and disclosure of PHI that must be obtained by "covered entities" from contracting parties who are "business associates" under HIPAA, and will be modified as appropriate from time to time to comply with HIPAA.

**Interception of Transactions.** A party that has implemented reasonable and appropriate administrative, physical and technical safeguards to prevent the unauthorized use or disclosure of PHI is not liable for the illegal interception of, or access to, Transactions carried on the Network or deposited in a member's server (except through the negligence or willful misconduct of its employees, agents or contractors).

**Signatures.** Access to the Network and use of Services require an electronic identification, which may consist of user names, passwords, symbols or codes ("Signatures"). MEMBER SHALL MAINTAIN THE CONFIDENTIALITY, AND CONTROL THE USE, OF ITS SIGNATURE. SUCH SIGNATURES SHALL BE DEEMED "CONFIDENTIAL INFORMATION" UNDER SECTION 7.1 OF THIS AGREEMENT. Recipients of Transactions will maintain the confidentiality of the Signatures of other members affixed to or contained in such Transactions.

**Governmental Entities.** Members that are Utah governmental entities may be subject to the Government Records Access and Management Act (Utah Code Ann. (1953), §§ 63G-2-101 et seq., as amended, "GRAMA"). Under GRAMA, certain records within a governmental entity's possession or control may be subject to public disclosure. Notwithstanding anything to the contrary in this Agreement, a Member that is a Utah governmental entity subject to GRAMA may disclose information to the extent required by GRAMA or as otherwise required by law.

#### AUDIT

UHIN will make its practices, books and records (excluding stored Transactions, Confidential Information and PHI) relating to the safeguarding, protection, use and disclosure of PHI and Confidential Information available on reasonable advance notice for inspection by Member for purposes of determining compliance with Section 0. UHIN will, at the request of Member, make available an accounting of UHIN's further disclosures of PHI and Confidential Information disclosed by Member. In addition, if UHIN has reasonable cause to believe that Member's use of the Network is not in compliance with this Agreement or the Standards, UHIN may audit stored Transactions for compliance, provided that UHIN first notifies Member of the audit and gives Member the opportunity to have a representative present. Any audit shall be conducted so as not to cause the improper disclosure or use of Transactions or their content.

#### CONTRACTORS

UHIN may perform its obligations under this Agreement directly or through contractors. UHIN shall cause its contractors to comply with the obligations, restrictions and conditions applicable to UHIN. Notwithstanding that UHIN may contract certain Network communication and support services, UHIN shall remain primarily responsible for the performance of such Services and compliance with this Agreement.

#### LIMITED WARRANTY; DISCLAIMERS

**Limited Warranty and Disclaimer of Other Warranties.** UHIN warrants that it will use its best efforts to correctly transmit Transactions to the designated recipient in a timely manner. UHIN MAKES NO OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES OR RESOURCES PROVIDED BY IT, TRANSACTIONS TRANSMITTED ON THE NETWORK, OR USE OF SERVICES NOT COMPLYING WITH APPLICABLE STANDARDS. UHIN DISCLAIMS LIABILITY RELATING TO ITS OR ITS MEMBERS' CONNECTION TO THE INTERNET OR THE INTERNET SERVICE PROVIDER, FOR THE FAILURE OF MEMBERS TO COMPLY WITH THIS AGREEMENT OR THE STANDARDS (INCLUDING ANY MEMBER'S FAILURE TO COMPLY WITH APPLICABLE LAWS, RULES OR REGULATIONS RELATING TO THE SECURITY OR PRIVACY OF PHI), OR FOR THE CONTENT AND USE OF TRANSACTIONS. UHIN DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, COMPATIBILITY WITH ANY PARTICULAR HARDWARE OR SOFTWARE, OR INTER-CONNECTIBILITY WITH OTHER NETWORKS OR SERVICES.

**Remedy.** If an error in the transmission of a Transaction occurs through no fault of Member, UHIN will credit Member's account with the amount of the transmission fee actually charged, which credit may be used only to offset other fees (UHIN will not provide cash refunds). The foregoing credit is Member's sole remedy for breach of the foregoing warranty.

#### LIMITATION OF LIABILITY

Regardless whether any remedy set forth herein fails in its essential purpose or otherwise, neither Member nor UHIN will be liable to the other for lost profits or data, or any special, incidental, indirect, exemplary or consequential damages arising from or as a result of any delay, omission or error in the transmission or receipt of any Transactions or use of other Services, even if advised in advance of the possibility of such damages.

#### INDEMNIFICATION

By UHIN. UHIN will indemnify and defend, with counsel of UHIN's choosing, Member, against a claim that the use of Services by Member infringes any patent, copyright or trademark, or is a misappropriation of any trade secret. Subject to the limitations set forth in Section 12.5, UHIN will also indemnify and defend, with counsel of UHIN's choosing, Member, its employees, directors, agents and contractors for, from and against all claims as detailed in (a) and (b) below, to the extent caused by UHIN's privacy or security violation. UHIN shall pay (a) all court costs, fines, damages and attorney's fees finally awarded against Member as a result of such claim and (b) any settlement of such claim, provided that Member notifies UHIN in writing promptly upon discovery of such claim, and gives UHIN complete authority and control of, and fully cooperates with UHIN in, the defense and settlement of such claim. UHIN will have no liability or obligation for claims based on (i) use of Services not in compliance with applicable Standards and (ii) the content of Transactions. Nothing in this section 12.1 is intended to: (i) create any liability on UHIN for the acts or omissions of the Member or any other member; or (ii) restrict Member from participating in the defense or settlement of any claim at Member's own cost.

By Member. Subject to the limitations set forth in Section 12.5, Member agrees to indemnify and defend, with counsel of Member's choosing, UHIN, its employees, directors, agents and contractors for, from and against all claims as detailed in (a) and (b) below, that result from the claims of a third party to the extent caused by the Member's own negligence in the use of the Network or Services, the Member's privacy or security violation, or the Member's own breach of this Agreement. Member shall pay (a) all court costs, fines, damages and attorney's fees finally awarded against UHIN as a result of such claim and (b) any settlement of such claim, provided that UHIN notifies Member in writing promptly upon discovery of any such third party claim, and gives Member complete authority and control of, and fully cooperates with Member in, the defense and settlement of such claim. Nothing in this section 12.2 is intended to: (i) create any liability on Member for the acts or omissions of UHIN or any other member; or (ii) restrict UHIN from participating in the defense or settlement of any claim at UHIN's own cost.

Member-to-Member Indemnification. Subject to the limitations set forth in Section 12.5, Member agrees to indemnify and defend, with counsel of Member's choosing, each other member, its employees, directors, agents and contractors for, from and against all claims as detailed in (a) and (b) below, that result from claims to the extent caused by Member's privacy or security violation. Member shall pay (a) all court costs, fines, damages and attorney's fees finally awarded against such other member as a result of such claim and (b) any settlement of such claim, provided that the other member notifies Member in writing promptly upon discovery of any such third party claim, and gives Member complete authority and control of, and fully cooperates with Member in, the defense and settlement of such claim. Nothing in this section 12.3 is intended to: (i) create any liability on the Member for the acts or omissions of UHIN or any other member; or (ii) restrict any member from participating in the defense or settlement of any claim at such member's own cost.

Use of the Network. For purposes of Section 0 and Section 0, Member's "use" of the Network and Services (a) means (i) use by Member's employees, agents and contractors who have obtained Member's Signatures in their employment or engagement, (ii) use by Member's employees, agents and contractors following their separation from employment or engagement by Member enabled by the use of Signatures obtained in their employment or engagement, (iii) use by any person who obtains Member's Signatures because of Member's negligence, (iv) and use by any person who obtains Member's Signatures from any person described in (i), (ii) or (iii) above and (b) specifically excludes the unauthorized use of Member's Network account by any person not described in (i) - (iv) above or who "hacks" or "cracks" Member's Signature.

Utah Governmental Immunity Act. A Member that is a Utah governmental entity under the Utah Governmental Immunity Act (Utah Code Ann. (1953) §§ 63G-7-101 et seq., as amended, the "Act"), does not waive any rights or defenses available to such governmental entity under the Act. If a governmental entity asserts against UHIN or a Member a claim that would otherwise qualify for limited liability under the Act, then UHIN's or the Member's liability is limited to the liability cap under the Act for that claim as if UHIN or the Member were a governmental entity. The parties acknowledge that under the Act, immunity is waived as to any contractual obligation.

#### LIMITATION OF ACTION

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or in the area of nonpayment, more than two years from the date of last payment.

#### TERMINATION

By Either Party. This Agreement will remain in effect until terminated by either party with not less than one hundred twenty (120) days prior notice, if terminated by UHIN, or sixty (60) days, if terminated by the Member.

By UHIN for Cause. UHIN may terminate this Agreement (a) if Member fails to comply with any of its material terms or conditions, and fails to cure such non-compliance within sixty (60) days of notice, or (b) if Member uses or attempts to use the Network or Services for any fraudulent or illegal purpose or (c) fails to comply with the Standards and fails to cure such non-compliance within sixty (60) days of notice. UHIN may immediately suspend Member's access to the Network and Services, with or without terminating this Agreement, (i) so long as any payment from Member not being contested in good faith is past due, or (ii) if Member uses or attempts to use the Network or Services for any fraudulent or illegal purpose or (iii) Member fails to comply with the Standards.

By Member. Within thirty (30) days of any fee increase or material change to the Standards, Member may terminate this Agreement on thirty (30) days notice to UHIN providing as the basis for termination that UHIN has increased a fee listed in the fee schedule (Attachment A) or that there has been a material change to the Standards.

Obligations on Termination. Upon notice of termination for a reason other than stated in Section 0(i) and (ii), UHIN and Member will agree on a reasonable time, not to exceed sixty (60) days, within which Member may pursue alternatives to the Services. During this time period, Member may continue to use the Network and Services in accordance with this Agreement, and the parties shall be subject to this Agreement for such time period. The effective date of termination will be the date on which Member ceases to use the Network and Services or sixty (60) days following notice of termination, whichever first occurs. Member will, within thirty (30) days of the effective date of termination, turn over to UHIN or, if agreed by UHIN, certify the destruction of, all property belonging to or provided by UHIN.

#### MODIFICATION

The terms and conditions of this Agreement cannot be modified or waived except (a) by a writing signed by the parties hereto or (b) by UHIN giving Member sixty (60) days advance written notice of changes, in which case Member's use of Services after the sixty (60) day notice period will constitute Member's acceptance of the modification or waiver stated in the notice. The Standards may be modified as provided in Section 0.

#### MEDIATION

Any claim, dispute or controversy between the parties arising in connection with or relating to this Agreement will, if not settled by negotiation, be submitted to non-binding mediation under the rules of the American Arbitration Association then in effect, or under such other rules and procedures as the parties may agree. Any demand for mediation will be made in writing and served upon the other party in the same manner as otherwise provided for notice in this Agreement. The demand will set forth with reasonable specificity the basis of the dispute and the performance or relief sought. The parties will, within thirty (30) days of receipt of a demand to mediate, confer and select a mediator. The mediation will take place at a time and location mutually agreeable to the parties and the mediator, but not later than sixty (60) days after a demand for mediation is received. Each party will bear their own costs of mediation. Compliance with this mediation process will be a condition precedent to the right of either party to commence legal action in connection with this dispute, except that a party may, before or during any mediation, apply to a court having jurisdiction for a temporary restraining order or injunction where it believes such relief necessary to protect its interests or rights.

#### GENERAL PROVISIONS

Assignment. Neither UHIN nor Member may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other, except for a transfer or assignment to a parent, subsidiary or affiliate, or an entity with which it is merged or consolidated, or the purchaser of all or substantially all of its assets, provided such transferee assumes all its obligations under this Agreement.

Attorney's Fees. The prevailing party in any legal action concerning this Agreement is entitled to recover its reasonable attorney's fees and costs following a final judgment.

Construction; Severability. To the maximum extent possible, this Agreement and its provisions will be interpreted consistently with applicable law. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions. The words "law" or "laws" shall have the broadest meaning in the context used, and will generally refer to Utah state and federal laws, rules and regulations.

Entire Agreement. This Agreement contains the parties' entire agreement respecting the subject matter hereof, supersedes and replaces all prior agreements between UHIN and Member pertaining to the provision of Services, and may be modified only as provided herein or by a signed written document. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT. ALL PRIOR ORAL DISCUSSIONS ARE MERGED IN THIS AGREEMENT. No course of dealing or failure or delay in exercising any right, privilege, remedy or option will operate as a waiver of any right, privilege, remedy or option under this Agreement.

Excusable Delays. No party will be liable for any failure to perform its obligations hereunder, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure).

Governing Law. This Agreement is governed by the laws of Utah, excluding laws pertaining to choice of law.

Headings. Section headings are for convenience and will not affect the construction or interpretation of any provisions of this Agreement.

Notice. All notices hereunder will be by e-mail (excluding notices under Sections 0, 0, 0 and 0) or in a writing sent by United States certified mail, postage prepaid, to the address of the other party which is set forth in this Agreement, or to such other addresses as the party will designate in writing. Any notice will be deemed to be effective upon delivery. Notice may be waived by mutual written consent of the parties.

Ownership. Member has no rights of ownership or other property rights in any Standards, Services or other materials furnished by UHIN in connection with this Agreement.

Survival. The provisions of Sections 0, 0, 0, 0, 0, 0, 0 and 0 will survive the termination of this Agreement.

Third Party Rights. Except as specifically provided in the first sentence of Section 0 hereof, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement, nor will any provision give any third party any right of subrogation or action against any party to this Agreement.

## cHIE Information Sharing Addendum to Electronic Commerce Agreement

This cHIE Information Sharing Addendum is added to and becomes part of the Electronic Commerce Agreement (“Agreement” or “ECA”) by and between the Utah Health Information Network, Inc. (“UHIN”) and Member, identified below, and remains in effect until modified by the parties in writing.

### 1. Definitions.

“**Authenticated User**”—A person who has been authorized by Member to access, review or to whom Patient Data may be disclosed and who has been authenticated by UHIN to use the cHIE.

“**cHIE**”—The clinical Health Information Exchange operated by UHIN which indexes and makes Patient Data locatable for use in treating and improving the quality of care of a Patient.

“**Edge Server**”—A computer used to store Patient Data.

“**Patient**”—An individual who is the subject of Patient Data.

“**Patient Data**”—Information containing the confidential health care history, diagnosis, condition, treatment, or evaluation of an individual.

**2. Allowed Use; Restricted Use of Information.** An Authenticated User may request Patient Data from other members through the cHIE if that Authenticated User is authorized or permitted by law to view that Patient Data. Member is responsible for all access or use of Patient Data obtained through Member’s account, and Member is responsible for ensuring that the use of Patient Data by each Authenticated User within the Member’s organization is in compliance with this Agreement. An Authenticated User shall access or use Patient Data only for a Patient’s treatment, and to the minimum necessary, for payment and healthcare operations (which includes for underwriting purposes if performed with the Patient’s authorizat



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### UHIN MEMBER

\_\_\_\_\_  
Print Member Name Here

\_\_\_\_\_  
Sign Here (Stamped Signature Is Not Acceptable)      Date

\_\_\_\_\_  
Title, if any

or authorized by 45 C.F.R. 164.512(b) by public health authorities. Information provided in connection with this Addendum shall not be used for any purpose other than as permitted under this Section 2 or as authorized by the Patient or the Patient’s representative and consistent with UHIN Policies.

**3. Completeness and Accuracy of Information.** Member shall store Patient Data on its Edge Server(s) in good faith. Member acknowledges that Patient Data stored on Edge Servers throughout the cHIE may not be complete or accurate because they are drawn from numerous sources, including the Patient, and other members may elect not to make certain Patient Data available. Member agrees not to rely solely on Patient Data accessed through the cHIE for provision of patient care, but to exercise its own professional judgment in evaluating the Patient Data.

### 4. Handling of Patient Data.

UHIN may check formatting, perform data validation, mapping and translation, and resolve patient identities associated with Patient Data. All Patient Data stored on Edge Servers in connection with this Agreement shall be and remain under Member’s control. UHIN agrees to notify Member within five (5) business days of UHIN’s receipt of any request or subpoena for Member’s information relating to this Agreement and to cooperate with Member in responding to or challenging such request or subpoena.

**5. Disclaimer of Liability.** Neither UHIN, nor any other member, is liable for any loss, damage, claim or cost relating to or resulting from Member’s reliance upon, use or misuse of the cHIE or Patient Data.

**6. Annual Service Fee.** Member agrees to pay a service fee for the cHIE Services as set forth on Attachment A of the ECA, which fee is subject to change on an annual basis.

**7. Supersedure.** In the event that any provision of this addendum conflicts with any other contractual provision between the parties, the provision in the Addendum controls.

### Utah Health Information Network, Inc. – UHIN

By: \_\_\_\_\_ Date

Janet L. Root, Executive Director

E-Mail: [customerservice@uhin.com](mailto:customerservice@uhin.com)

Phone: 801-466-7705

**Fax This Signed Addendum to:** (801) 466-7169  
**and Mail It to:** UHIN

151 East 5600 South, Suite 320  
Murray, UT 84107-8152

## ATTACHMENT 3. UTAH HIT GOVERNANCE CONSORTIUM

The Utah Health Information Technology (HIT) Governance Consortium formed to rapidly improve the quality and efficiency of health care in Utah through the use of the ARRA funds. Utah is ready to use the economic stimulus funds to:

- Rapidly build our infrastructure to connect all the health care 'dots' in Utah; Increase employment in healthcare and IT sectors;
- Build a highly qualified workforce both in HIT and in informatics;
- Be innovative yet fully accountable for ARRA project outcomes;
- Add value and strength to Utah's economy by reducing health care costs for Utah businesses, large and small.

The organization members of the Governance Consortium are:

State of Utah, Department of Health  
Utah Association of Local Health Officers  
Utah Chartered Value Exchange at HealthInsight  
Utah Department of Insurance  
Utah Department of Technology Service (DTS)  
Utah Health Information Network (UHIN)  
University of Utah  
Utah State Office of Education (USOE)  
Utah State University (USU)

The liaison organization members of the Governance Consortium are:

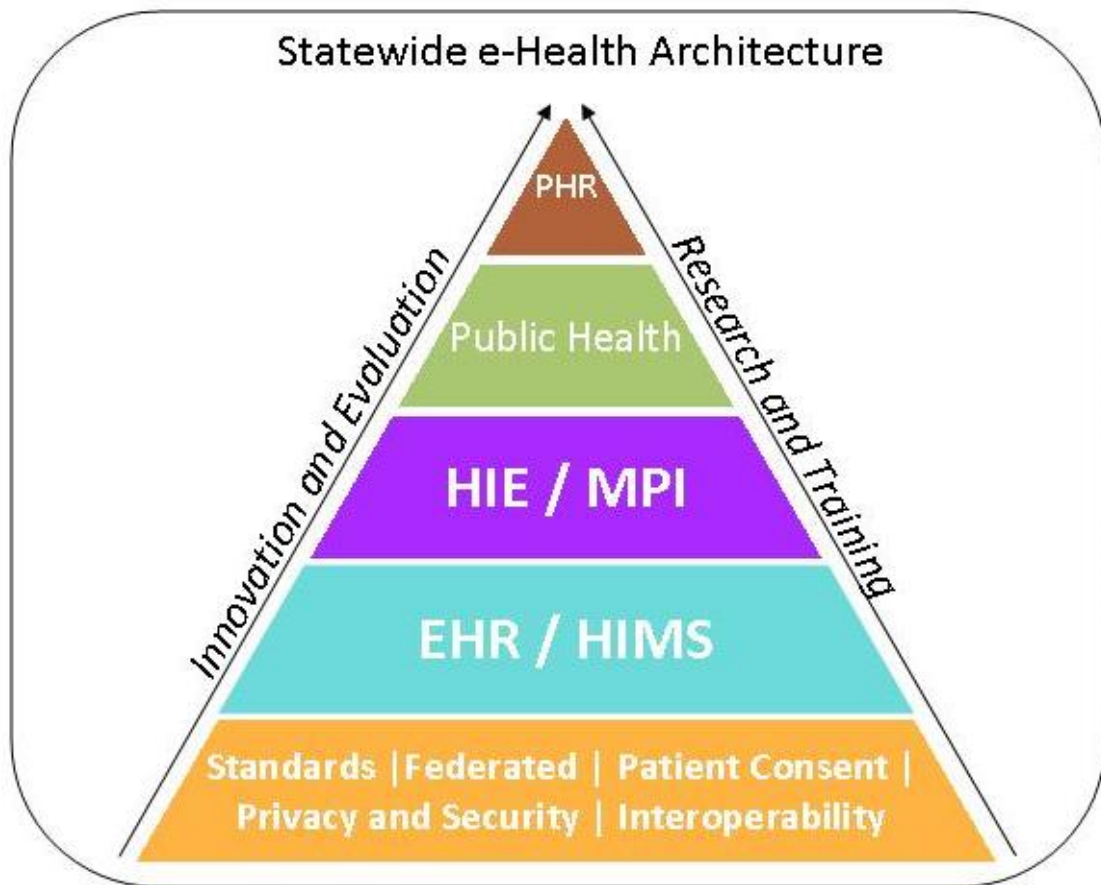
American Association of Retired Persons (AARP)  
ARUP Laboratories  
Association for Utah Community Health (AUCH)  
Department of Health and Human Services DHHS Tribal Governments  
Utah Association for Home Health Care (UAHC)  
Utah Hospice and Palliative Care Organization (UHPCO)  
Utah Digital Health Services Commission (DHSC)  
Utah Health Care Association (UHCA)  
Utah Life & Health Insurance Guaranty Association  
Utah Hospitals and Health Systems Association (UHA)  
Utah Medical Association (UMA)  
Utah Pharmacists Association (UPhA)  
Utah Telehealth Network (UTN)  
Veterans Affairs Medical Center (VAMC)

### **Statewide HIT/HIE Architecture**

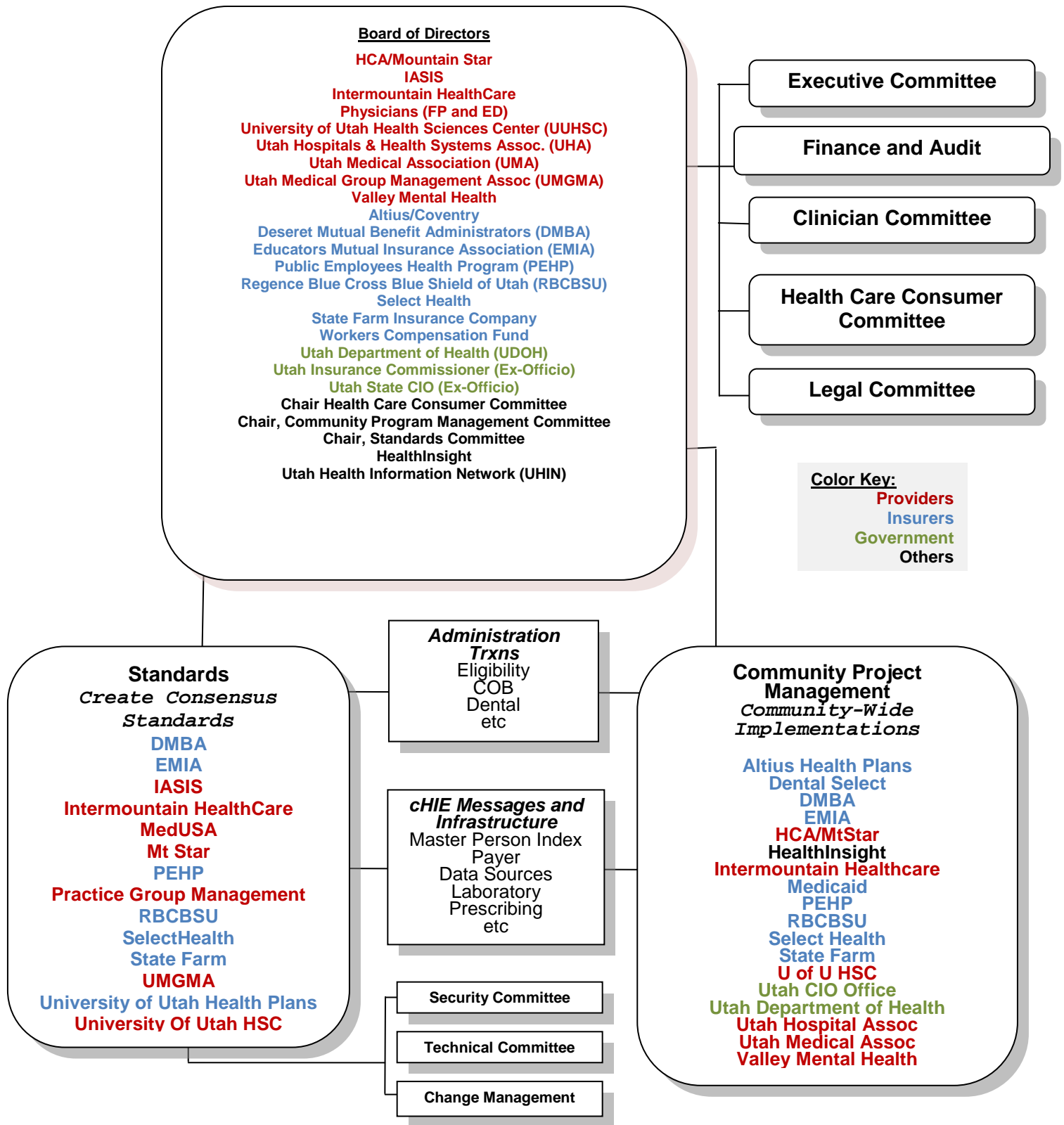
The Consortium's active community partnerships have developed a strategic statewide e-Health Architecture that utilizes:

- Utah's history of statewide cooperation and regional sharing, including urban and rural, practitioners and research partners;

- New legislation for health care reforms that support HIT, e-prescribing, and standards;
- A relatively high penetration of Electronic Health Records (EHR) and Hospital Information Management Systems (HIMS);
- The Utah Health Information Network (UHIN), our statewide Health Information Exchange infrastructure (HIE) which we will enhance with a Master Person Index (MPI) to create virtual health records;
- Nationally recognized standards, a federated and interoperable electronic network, and federal and state requirements for patient consent, privacy and security safeguards;
- Public health information exchange with health care providers; and
- Patient Health Records (PHR) as a component of the HIT/HIE architecture.



# ATTACHMENT 4. UHIN GOVERNANCE STRUCTURE

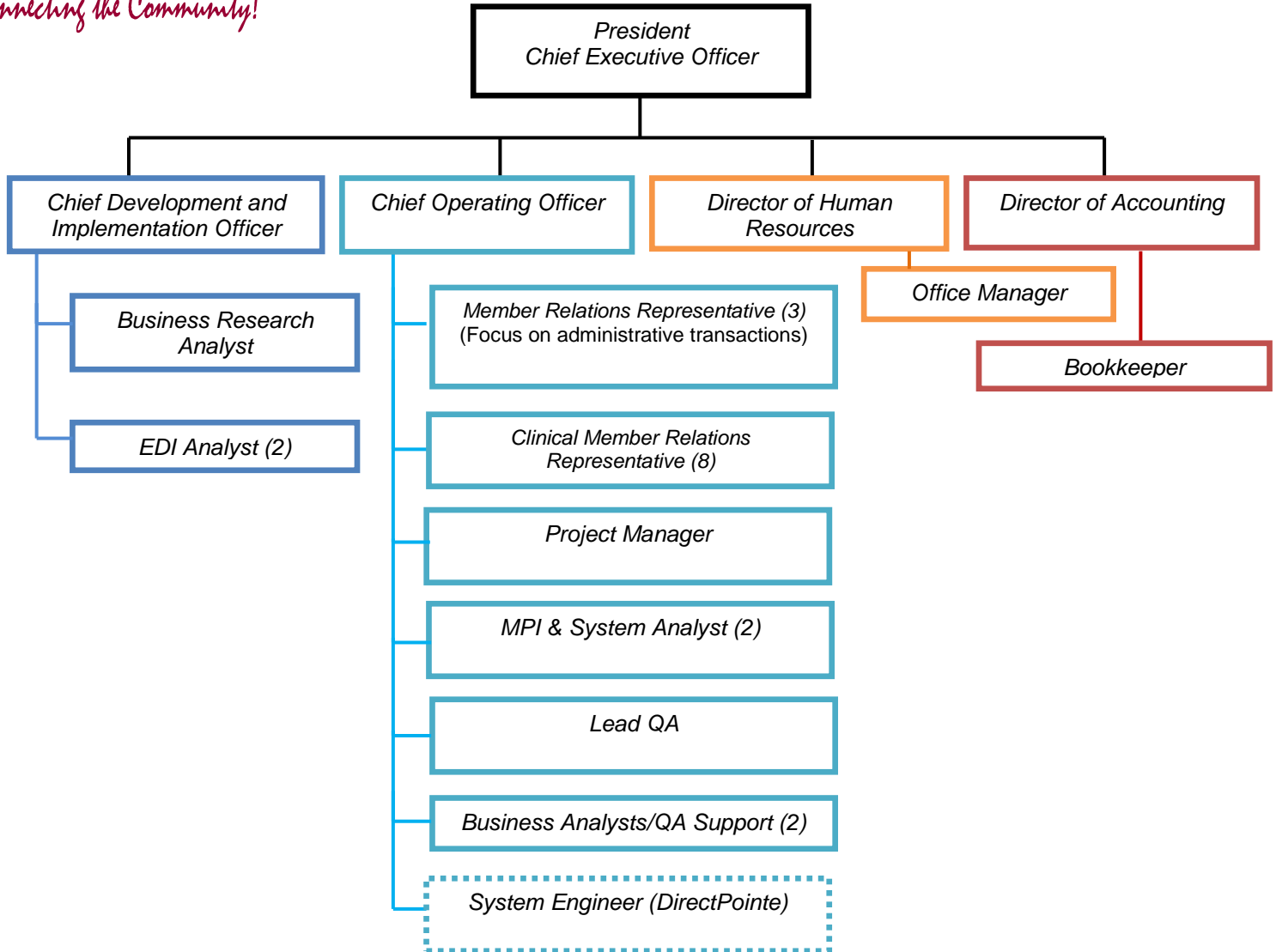




# UHIN Organization Chart and Brief Job Descriptions

July 2009

*Connecting the Community!*



## Brief Job Descriptions

**President/Chief Executive Officer:** Responsible for managing the Board of Directors, financial oversight of the company, day to day operations of UHIN including Member Relations, Standards Committee, all projects and products, be available to members for advice on implementation issues. Work with Legal Committee.

**Chief Development and Implementation Officer:** Manage the Standards efforts and Community Implementation of Pilots and Projects. Attend and/or track all national SDO efforts. Staff Change Management Committee.

**Business Research Analyst:** Staff Standards subcommittees; assist with the UHIN AHRQ pilot; test new software for AHRQ pilot. Assist with creating and analyzing UHIN statistical reports.

**EDI Analyst:** Understand all UHIN Standards and keep them current. Staff all Standards Subcommittees. Move into CPMC committees. Attend national SDO as per CDIO. Provide EDI assistance to UHIN staff and UHIN members.

**Chief Operating Officer:** Oversees all operations, normal, pilots, projects, community implementations. Manages Operations team, Support desk, and troubleshooting. Oversee all project development; draft, negotiate, manage and reconcile contracts with Strategic Partners; manage Project staffs. Work with legal council on contracts. Manage AHRQ SRD contract. Responsible for EHNAC certification.

**Member Relations Representatives (Adm):** First line member support, member enrollment, for all things administrative. Visit member offices and do outreach.

**Member Relations Representatives (Clinical):** First line member support, member enrollment, for all things cHIE. Visit member offices and do outreach. Participate in cHIE implementation

**Project Manager:** Manage UHIN's Projects. Participate in cHIE implementation

**MPI and System Analyst:** Manage IT portion of MPI, Assist UHIN staff with all data base issues; second tier member support.

**QA Lead:** Responsible for all QA and testing on UHIN products and services. Contact person for HTP and Axolotl for all technical problems. Second tier member support.

**Business Analyst/QA Support:** Work as business analysts on all UHIN products and projects. EHNAC Certification. Support QA lead as directed.

**Systems Engineer:** Point person for UHINet operations and disaster recovery. Manage UHINet. Point person for members with IT issues.

**Director of Human Resources:** Insurance for business and employees, Employee Hiring/Retention/Motivation/Coaching/Counseling, Policies & Procedures, HR Compliance, Reports

**Office Manager:** handle 1st level MR calls, order office supplies, manage office, and reconcile contracts

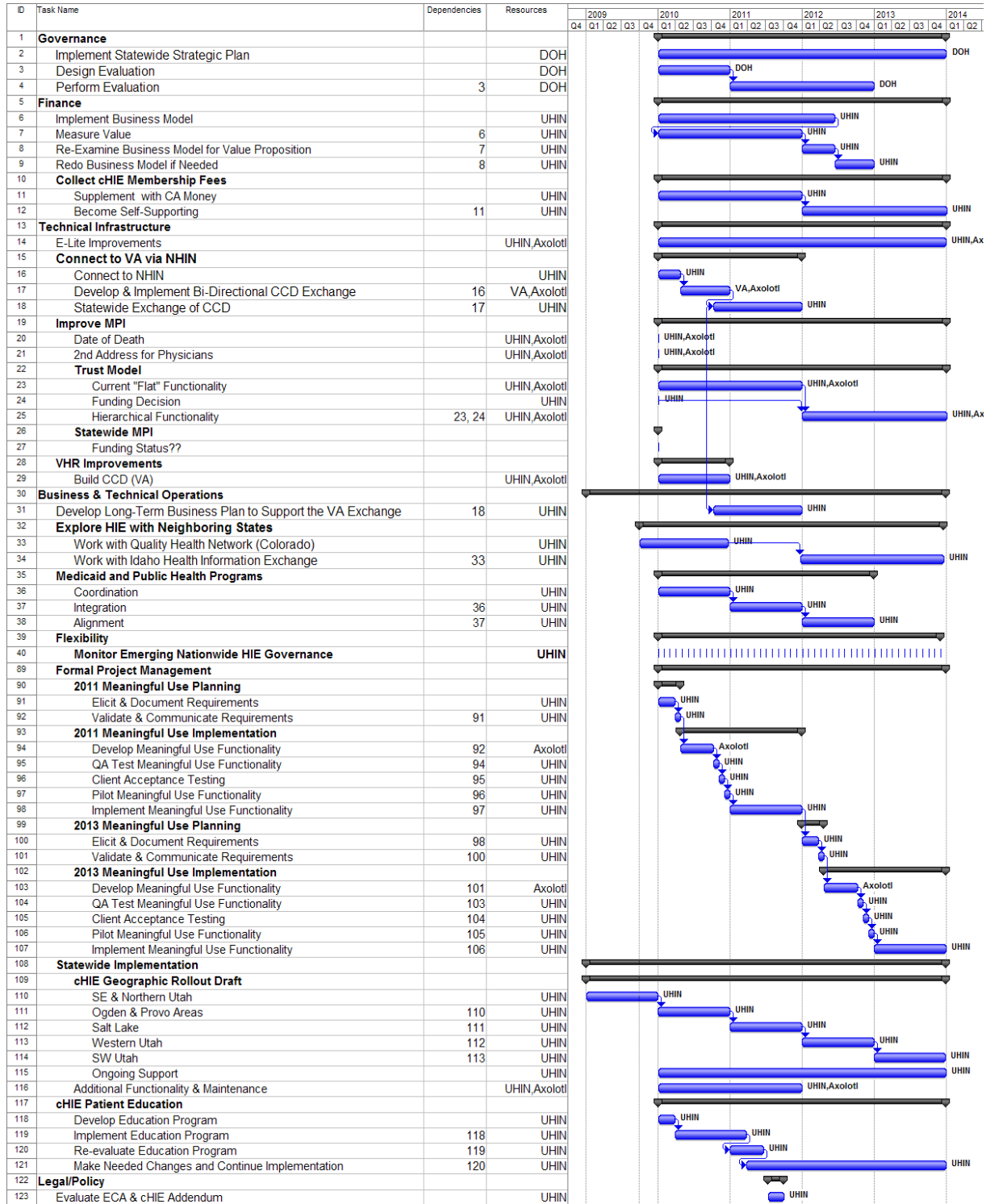
**Chief Financial Officer:** Responsible for managing UHIN's financial risk, Financials, create and track budgets, AR/AP, payroll, investments, audits, financial analysis, cost accounting, staff F/A committee

**Bookkeeper:** Responsible for day-to-day handling of UHIN financials, payroll, accounts receivables and contract billing.

# ATTACHMENT 5. COOPERATIVE AGREEMENT HIT TASKS & TIMELINE

Figure 1 identifies tasks and timelines, based on our current level of knowledge and planning, for establishing cHIE and implementing Meaningful Use in Utah. The tasks are organized according to the HIE capacity domains and include activities that UHIN would be pursuing even if they were not implementing Meaningful Use, such as the statewide rollout of cHIE and patient education.

Figure 1 – Tasks & Timeline



## **Completed Tasks:**

### Governance

- Establish a governance structure that achieves broad-based stakeholder collaboration with transparency, buy-in and trust
- Set initial goals, objectives and performance measures for the exchange of health information that reflect consensus among the health care stakeholder groups and that accomplish statewide coverage of all providers for HIE requirements related to meaningful use criteria
- Establish Mechanisms to provide oversight and accountability of HIE to protect the public interest

### Finance

- Business Model

### Technical Infrastructure

- Backbone for data exchange, data repositories, virtual health record, e-lite
- Master Person Index (MPI)

### Business & Technical Operations

- Initial Implementation (started)

### Legal/Policy

- Electronic Commerce Agreement (ECA)
- cHIE Addendum
- Patient Consent

## ATTACHMENT 6. COOPERATIVE AGREEMENT HIE INITIAL HIGH LEVEL RISK ASSESSMENT

The following table represents an initial, high level risk assessment for implementing Meaningful Use. Each risk has been categorized according to the HIE capacity domains, identified below, and classified according to the potential exposure to loss created by the risk and the severity, or priority of the risk, both of which are explained in more detail following the risk table. The final column, Risk Approach, identifies how we intend to deal with the risk, taking into account Risk Exposure and Risk Severity. Detailed plans identifying specific steps for dealing with individual risks will be developed in a later stage of the implementation.

- 1) Governance
- 2) Legal/Policy
- 3) Technical Infrastructure
- 4) Business & Technical Operations
- 5) Finance

**Table Risk 1 – Initial, High Level Risks**

Risk	Domain	Risk Exposure	Risk Severity	Risk Approach
Consumer backlash	1	M	3	Mitigate
Failure of UHIN governance model	1	M	4	Mitigate
State HIT Coordinator changes	1	L	5	Ignore
Change in Utah legislative leadership*	1	L	7	Ignore
Governor changes	1	L	7	Ignore
<hr/>				
Breach of PHI	2	M	4	Mitigate
Sensitive information shared	2	M	4	Transfer (ECA)
Lawsuits	2	M	8	Mitigate (ECA)
President changes policies/programs	2	L	9	Ignore
Restrictive interpretation of 42CFR part 2	2	L	7	Mitigate
<hr/>				
Internal development costs too great for members	3	H	1	Mitigate
MPI Data merged incorrectly	3	M	2	Mitigate
Force Majeure resulting in physical damage to facilities/geographic location	3	L	5	Mitigate
Major power outage	3	L	5	Mitigate
Network breach	3	L	5	Mitigate
E-Lite cannot be upgraded to implement meaningful use for a reasonable price	3	L	7	Mitigate
<hr/>				
Insufficient UHIN resources	4	M	2	Mitigate

Risk	Domain	Risk Exposure	Risk Severity	Risk Approach
Major data sources (hospitals) fail to connect to the cHIE	4	M	2	Mitigate
Pandemic outbreak	4	M	2	Mitigate
Poor system performance	4	M	2	Mitigate
An API for VHR cannot be developed for U of U, IHC, and CUC for a reasonable price	4	M	2	Mitigate
Insufficient technical resources or expertise in rural hospitals to implement the system	4	M	4	Mitigate
Insufficient technical support for smaller hospitals in HREC	4	M	4	Mitigate
Community Loss of confidence in the system	4	L	7	Mitigate
Doctors do not authorize funds for EMR to connect to cHIE	5	H	1	Mitigate
Medicare/Medicaid Meaningful Use requests will result in an increase in membership fees before UHIN is self-supporting	5	H	1	Mitigate
Failure of business model, resulting in insufficient revenue for long-term sustainability	5	M	4	Mitigate
Patients lose confidence in system, or opt out, therefore providers do not use it	5	M	4	Mitigate
Cost to implement required functionality for Meaningful Use exceeds value to the community (i.e. they won't pay for it)	5	M	4	Mitigate
Economic depression	5	L	7	Mitigate

\* Speaker Clark has been very supportive of HIE

## Risk Classification & Approach

The following tables identify how risks are being classified and generally accepted approaches for dealing with risk.

*Risk Exposure* is a function of the probability of a risk occurring factored by the impact of the risk, or Likelihood x Loss.

Table Risk 2 – Risk Exposure

Risk Exposure				
Impact	Probability			
		High	Moderate	Low
	High	H	H	M
	Moderate	H	M	L
Low	M	L	L	

*Risk Severity* is a comparison of Risk Exposure and the time frame in which the risk is expected to occur.

Table Risk 3 – Risk Severity

Risk Severity				
Time Frame	Risk Exposure			
		High	Moderate	Low
	<1 Year	1	2	5
	>1 Year < 3 Years	3	4	7
	> 3 Years	6	8	9

Risk Approach is determined by the Risk Severity. Possible Risk Approaches are identified below.

Table Risk 4 – Risk Approach

Risk Approach	Definitions
Ignore	Ignore the risk and any potential consequences
Avoid	Change plans to avoid the risk
Transfer	Transfer the risk to a third party for resolution
Mitigate	Resolve the risk before it impacts the project

# ATTACHMENT 7. UHIN CHIE FUNCTIONAL ARCHITECTURE DIAGRAM

## Basic Technical Functions:

### 1) A Secure Electronic “Post Office”

- Deliver documents to intended recipient

### 2) A Secure Electronic Query (Virtual Health Record)

- One connection allows you to communicate with all other UHIN cHIE members
- Patient Permission
- Longitudinal patient records based on care not insurance
- Only available to authorized users at this time

### 3) Identity Management

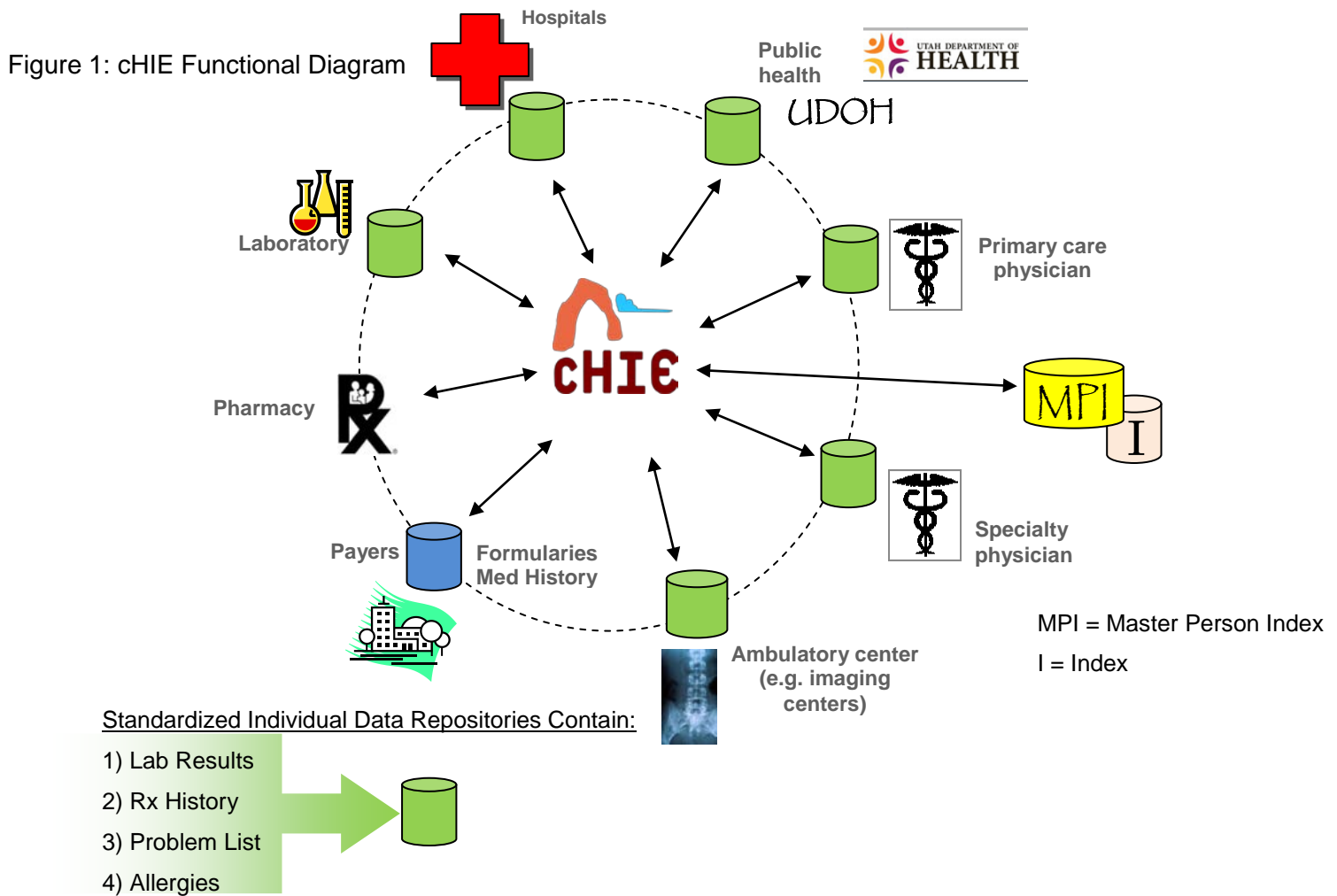


Figure 2. Technical cHIE Architecture Diagram for a single user

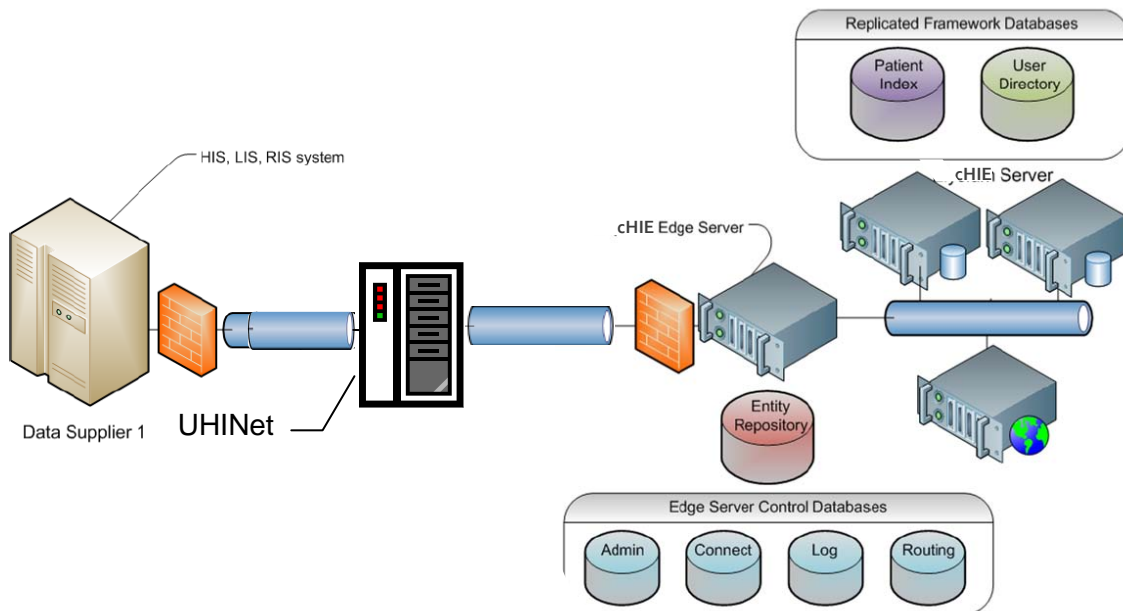
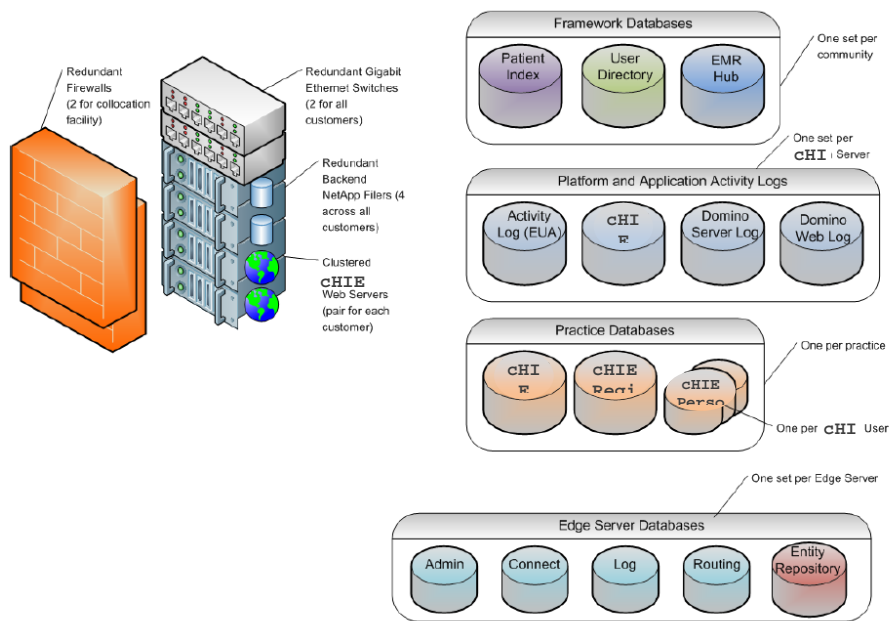


Figure 3. Technical cHIE Architecture Diagram for the hub



## ATTACHMENT 8. PROPOSED 2011 MEANINGFUL USE REQUIREMENTS.

<b>2011 cHIE Functionality</b>
Electronic exchange of orders will be implemented for medications and referrals.
Exchange permissible prescriptions
Exchange lab-test results as structured data
UHIN already offers claim exchange functionality. Not part of CA funding
UHIN already offers eligibility exchange functionality. Not part of CA funding
Capability to exchange key clinical information (e.g., discharge summary, procedures, problem list, medication list, allergies, test results), among providers of care and patient authorized entities electronically
Capability to exchange immunization information

## ATTACHMENT 9. UHIN'S PROCESS TO DEVELOP STANDARD OPERATING PROCEDURES

Utah law has required standards in the area of claim billing since 1993. The Utah Insurance Department elected to use UHIN as the vehicle for creating those standards. Figure 1 illustrates the UHIN Standards creation process. UHIN uses this process to create Standard Operating Procedures.

UHIN SPOs are created by the Utah health care community. The Standards are based on the requested data needs of every interested health care entity in the community.

To the greatest extent possible, UHIN Standards are based on national standards. For example, UHIN Security Standards are based on the HIPAA Standards Rule.

The creation of a Standard (see Figure 4) begins with the identification of an issue by the Utah health care community. The issue is brought to the UHIN Standards Committee and is discussed by the payers and providers present.

UHIN publishes minutes from these discussions as well as the evolving drafts of any Standards being developed on its web site [www.uhin.org](http://www.uhin.org). UHIN the Standards development process is open. Standards are discussed until either the Standard is developed or an alternative solution is found. Standards may take a year or longer to develop.

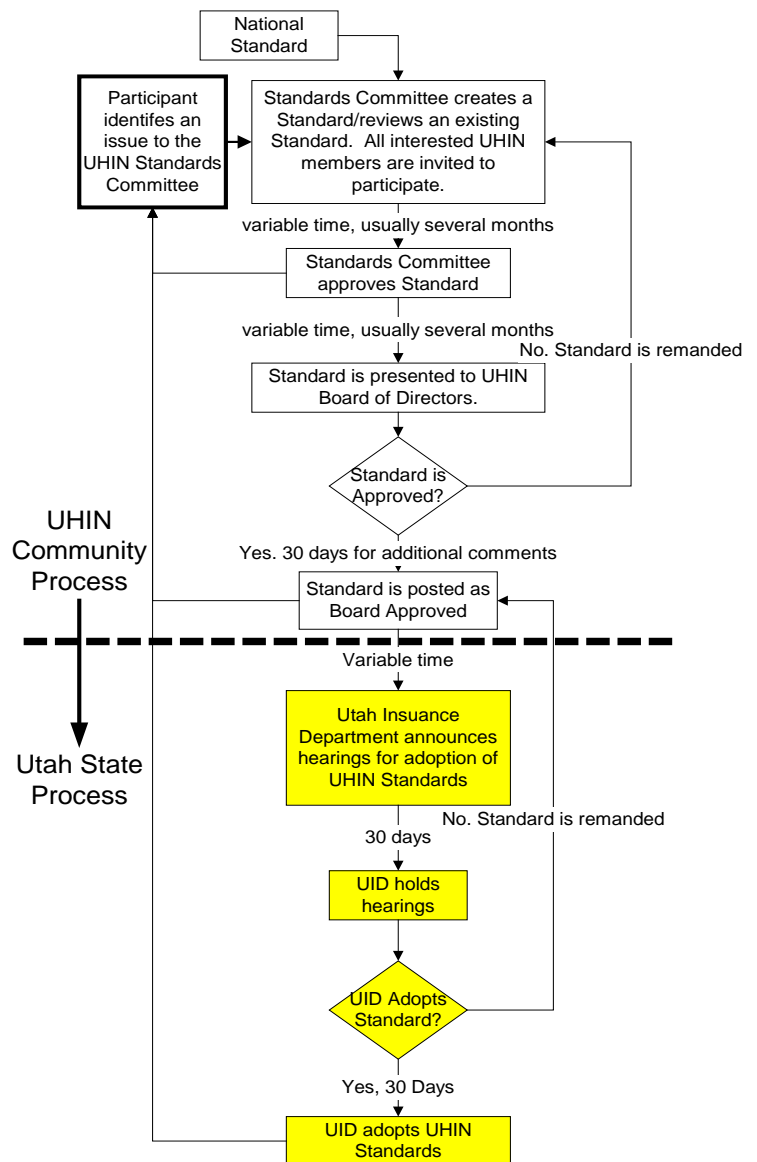


Fig. 4 . UHIN Standards Creation Process