



NRAA Health Information Exchange  
**Participation Terms and Conditions**  
Effective Date: 1/1/2017

The following NRAA HIE Participation Terms and Conditions apply to the use of the HIE Services offered as part of the NRAA HIE, and are incorporated by reference into the Participation Agreement for the NRAA HIE, as well as all related Schedules and HIE Policies.

The Participation Terms and Conditions, all policies and additional references, are all available online at <http://nraa.onehealthport.com/contracting>.

Please note that compliance with these Participation Terms and Conditions is a requirement for use of the HIE Services, and a violation of them may be grounds for terminating a Participant's Participation Agreement, subscription to one or more of the HIE Services, or a HIE User's registration to use one or more of the HIE Services.

**1. HIE SERVICES.** The HIE Services are a set of technical services which may be used by a Participant for purposes of health information exchange. Each HIE Service is identified and offered for subscription as specified in the applicable Schedule. Participants may subscribe to a NRAA HIE Service by submitting a HIE Service Election Form to the NRAA, and it will be effective on acceptance of the Service Election by the NRAA.

**1.1. Publication of Schedules.** All Schedules for HIE Services available through the NRAA HIE from time to time are available at the HIE Reference site.

**1.2. Operating Manuals.** The HIE Services are subject to NRAA HIE policies, including but not limited to the NRAA HIE Security Policy, the NRAA HIE User Policy, and the NRAA HIE Business Associate Policy, and to the NRAA HIE's operating policies and procedures. The NRAA HIE Policies are published at the website listed above, and the NRAA HIE's operating policies and procedures are published in the NRAA HIE Operating Manual, available online at the same HIE resource web page.

**1.3. Amendment of Schedules.** The NRAA may amend the terms of any Schedule or any NRAA HIE policy, or terminate a Service by termination of the applicable Schedule, upon no less than sixty (60) days prior written notice unless a longer period is specified in the notice.

**1.4. Amendment of HIE Operating Manual.** The NRAA may amend any policy or procedure in the NRAA HIE Operating Manual, upon notice, and such amendments shall become effective on the later of the date of the notice or the date indicated by the NRAA.

**1.5. Payment for Services.** The fees and costs applicable to a Service shall be identified and payable as specified in the applicable Schedule.

**2. USE OF THE SERVICES.**

**2.1. Registration of HIE Users.** Only individuals who are authorized by a Participant under the procedures established by the NRAA ("HIE Users") shall be authorized to access and use HIE Services. Please see the HIE User Policy for information about HIE User registration.

**2.2. Responsibility for HIE Users.** The Participant shall be responsible for compliance, with the Participation Agreement, these Participation Terms and Conditions and the NRAA HIE Operating Manual and related policies and schedules, by its HIE Users, as well as any other individuals who conduct any HIE activity by use of any user name or password or other security token received or obtained, directly or indirectly, lawfully or unlawfully, from the Participant or any of the Participant's HIE Users, and all HIE User and other such individual's acts and omissions shall be deemed to be the acts and omissions of the Participant.

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**3. COMPLIANCE IN USING, DISCLOSING AND OBTAINING INFORMATION.** The Participant acknowledges that the information it may provide to or obtain from other parties through the HIE Services may include Protected Information, which is subject to protections or limitations on its use or disclosure under federal or state laws. The NRAA and each Participant is separately responsible for ensuring that it complies with applicable laws in using, disclosing and obtaining information using the HIE Services. Participants are also responsible for obtaining any authorization or consent from any Individual which may be required for use or disclosure of Protected Information as a result of use of the HIE Services. In the event the provision of a HIE Service entails the obtaining, use or disclosure of Protected Health Information by the NRAA on behalf of or in order to perform services or functions to or for the Participant, the Schedule for that Service shall be supplemented by the HIE Business Associate Policy.

**4. INDEMNIFICATION AND LIABILITY LIMITATIONS.**

**4.1. Intellectual Property Infringement.** The NRAA agrees to defend, settle and indemnify Participant against any amounts payable under judgment, court order or settlement brought by any third party against Participant to the extent that such action results from actual or alleged infringement by any HIE Service of any third party copyright, trade secret or patent right. In connection with any allegation of infringement of any third party rights, Participant shall (and it shall be a condition of reliance upon the indemnity for Participant to): 1) promptly notify the NRAA in writing of the allegation; and 2) allow the NRAA or its designee sole control of the defense and any related settlement negotiations; and 3) cooperate in good faith in said defense and comply with all of the NRAA's or its designee's reasonable requests (at the NRAA's expense) in defending or settling the claim. Should Participant's use of an HIE Service be determined to have infringed any third party rights, or if in the NRAA's or its designee's judgment, such use is likely to be infringing, the NRAA shall endeavor at its option to do one of the following, at its own expense: 1) procure for Participant the right to continue use of such HIE Service, 2) replace or modify such HIE Service to make its use non-infringing while yielding substantially equivalent functionality. If and only if the previous options are not, in the NRAA's reasonable judgment, commercially reasonable, then the NRAA may terminate the Participation

Agreement and any related Schedule as it applies to the specific HIE Service impacted and the corresponding rights of use. The obligations of NRAA in this Article 4.1 will not apply to the extent that the infringement or claim thereof is based on Participant's use of the HIE Service other than in accordance with the terms of the Participation Agreement, and of any applicable Schedules and Policies, THIS ARTICLE 4.1 SETS FORTH THE FULL SCOPE OF THE NRAA'S LIABILITY AND PARTICIPANT'S EXCLUSIVE REMEDY, TO THE EXTENT PERMITTED BY LAW, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF THIRD PARTY RIGHTS IN CONNECTION WITH THE HIE SERVICES.

**4.2. Liability Limitations.** EXCEPTING THE NRAA'S OBLIGATIONS UNDER SECTION 4.1, THE NRAA IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK, STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER OR SOFTWARE DAMAGE, FAILURE OF MALFUNCTION, WHETHER OR NOT THE NRAA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE NRAA'S LIABILITY TO PARTICIPANT FOR ANY CLAIM, LOSS OR DAMAGE SHALL NOT EXCEED PARTICIPANT'S ACTUAL LOSSES UP TO A MAXIMUM OF THE TOTAL SUMS PAID BY PARTICIPANT FOR SUBSCRIPTION TO THE INVOLVED HIE SERVICE DURING THE PRECEDING TWELVE MONTH PERIOD. THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF DAMAGES APPLY REGARDLESS OF THE FORMS IN WHICH AN ACTION (LEGAL, EQUITABLE OR OTHERWISE) MAY BE BROUGHT, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE LIMITATIONS OF LIABILITIES, SET FORTH HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

**4.3. No NRAA Liability Based On Participant or HIE User Failure.** In no event shall the NRAA be responsible for any penalties, damages or

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other losses incurred by the Participant as the result of any event, occurrence or failure to perform by the NRAA which was materially caused or contributed to by a Participant's or HIE User's failure to comply with an obligation under any HIE policy, procedure, or Schedule, or with any law or regulation.

**5. PARTICIPANT SUPPORT OBLIGATIONS.** The effective, secure and legally compliant access to and use of the Services is dependent on the Participant's cooperation and support, including but not limited to the following.

**5.1. Services Support.** The Participant shall be responsible for procuring and maintaining all Required Hardware and Software necessary for it to access and use the HIE Services to which it subscribes.

*5.1.1. Required Hardware and Software.* The Required Hardware and Software for a HIE Service shall conform to any specifications provided in the applicable Schedule, and may include Third Party Products. The NRAA may change the specifications for Required Hardware and Software for a HIE Service from time to time in its sole discretion upon not less than sixty (60) days prior notice to the Participant.

*5.1.2. Carrier Lines.* Access to the HIE Services is provided over various facilities and communications lines, and information will be transmitted over local network and Internet backbone carrier lines and through routers, switches, and other devices ("Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which are beyond the NRAA's control. The NRAA assumes no liability and does not make any warranties with respect to Carrier Lines.

*5.1.3. HIE User Training and Awareness.* The Participant shall provide training to its HIE Users with respect to the HIE Services, their obligations under the HIE Policies and federal and state laws and regulations applicable to their use of the HIE Services, and shall be solely responsible for ensuring that all its HIE Users are aware of these obligations and requirements.

**6. LICENSE TO USE SERVICES.** During the term of the Participation Agreement the Participant may

subscribe to one or more HIE Services. Upon activation of such a subscription and during the term of the subscription, and subject to the Participant's compliance with the Participation Agreement, NRAA HIE Operating Manual and the applicable Schedule and policies, the NRAA hereby grants to the Participant, and the Participant accepts, a non-perpetual, terminable, non-exclusive, non-transferable, non-assignable right and license (without the right to sublicense) for each such HIE Service, as follows:

**6.1. Scope of License.** To use software provided in or as an element of each such HIE Service ("Associated Software") on one or more Authorized Devices owned or leased by the Participant solely in object-code form, only in accordance with the Participation Agreement, NRAA HIE Operating Manual, and the applicable Schedule and policies, and only in connection with activities and transactions contemplated by the Participation Agreement, NRAA HIE Operating Manual, and the applicable Schedule and policies; and

*6.1.1.* To use the HIE Service and Associated Software solely over an Internet connection; provided that

a. The HIE Service shall be used solely for purposes of electronic communications and the transfer of electronic data, documents and records in order to provide healthcare, conduct healthcare payment transactions, conduct other communications and transactions in connection with health care-related services or products, or conduct public health transactions and communications, and;

b. The Participant shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to re-create any Associated Software, create or assist any others in creating any derivative works from any Associated Software, or modify any Associated Software except as approved by NRAA.

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**6.2. License Restrictions.** The Participant shall not use any HIE Services or Associated Software for any purpose other than health information exchange for purposes within the scope of this license, and without limitation the following uses are expressly prohibited:

a. *No Services to Third Parties.* Except as expressly authorized by the NRAA in writing in advance, the Participant shall use all HIE Services and Associated Software only for the Participant's own operational or business purposes, and shall not use any part of the HIE Services or Associated Software to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services or equivalent services to a third party.

b. *No Services Prohibited by Law.* The Participant shall not use any HIE Service or Associated Software for any purpose or in any manner that is prohibited by federal law or the laws of the State of Washington, or the laws of any other state from which the Participant accesses and uses such Service.

**6.3. DISCLAIMER. THE HIE SERVICES AND ALL ASSOCIATED SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS ONLY. ACCORDINGLY, BUT WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, THE NRAA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ASSOCIATED SOFTWARE WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND THE NRAA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY ONE OR MORE OF THE GOODS AND SERVICES REFERRED TO ABOVE. THE PARTICIPANT AGREES THAT THE NRAA HAS MADE NO AGREEMENTS,**

**REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT NO FUTURE AGREEMENT, REPRESENTATION OR WARRANTY OF THE NRAA WITH REGARD TO INFORMATION, GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE EFFECTIVE UNLESS EXPRESSLY STATED IN AN AMENDMENT TO THIS AGREEMENT. NO STATEMENT OR DESCRIPTION INCLUDED IN ANY HIE POLICY, SCHEDULE, AMENDMENT, ADDENDUM OR OTHER DOCUMENTATION PUBLISHED BY THE NRAA FOR ANY PURPOSE SUBJECT TO OR INCLUDED UNDER THE PARTICIPATION AGREEMENT AND CONDITIONS SHALL BE DEEMED AN AMENDMENT OF THIS PROVISION UNLESS IT EXPRESSLY STATES THAT IT IS INTENDED AS SUCH AN AMENDMENT.**

**7. GENERAL FEE TERMS FOR SERVICES.** The fees payable for each HIE Service are provided in the applicable Schedule, as amended from time to time. Unless expressly modified in the Schedule for a specific HIE Service, the following terms apply to payment of fees.

**7.1. Taxes.** All fees and other charges for subscription to any HIE Service shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and the Participant shall pay any tax (excluding taxes on NRAA's net income) that NRAA may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services provided pursuant to this Agreement.

**7.2. Third Party Fees and Charges.** The Participant shall be solely responsible for any other charges or expenses the Participant may incur to access or use a HIE Service, including without limitation, Carrier Line and equipment charges, and fees charged by vendors of Third Party Products.

**7.3. Failure to Pay Fees.**

a. Fees not paid for HIE Services by the due date set in the

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published Schedule shall bear interest at the rate of twelve percent (12%) per annum or the highest legal rate of interest, whichever is lower.

b. In the event fees are not paid by thirty (30) days following the due date (or, in the event the Participant disputes any portion of the fees due, has by such date 1) paid all undisputed amounts, and 2) provided the NRAA with a written statement identifying any disputed amounts, including a detailing of the reasons why it believes such disputed amounts are in error, and forwarded to the NRAA copies of any documentation substantiating same), the NRAA may suspend the Participant's access to a HIE Service on thirty (30) days prior notice. The NRAA may charge a reasonable renewal fee to cover its costs and overhead associated with restoring a suspended Service after suspension due to non-payment.

**8. FORCE MAJEURE.** No party will be liable for any failure to perform its obligations hereunder (other than payment obligations for services previously rendered) where such failure results from force majeure, meaning any cause beyond the reasonable control of the party including acts of God, fire, strike, lockout, labor disputes, disputes with suppliers, accidents, delays in transportation, inability to obtain materials, war, civil insurrection, riots, embargoes, or the demands, restrictions or delays of any government.

**9. OWNERSHIP OF INFORMATION.** Unless otherwise agreed between the parties to the exchange of information, the disclosure of information by one Participant through a Service to another party conveys to the receiving party full rights to use such information, include it in records, disclose it to other parties, create derivative works, modify, disclose and destroy the information, subject to any legal obligations, limitations and conditions applicable to the recipient's use and disclosure of such information by law, including but not limited to HIPAA and HITECH, or by contract, including but not limited to the Participation Agreement, HIE Policies and applicable Schedule.

**10. IDENTIFICATION OF PARTICIPATION.** The NRAA may identify the Participant as a participant in the NRAA HIE and the Services to which it subscribes, including use of the Participant's logos, trademarks and service marks ("Marks") for that limited purpose only, and Participant may identify itself as a Participant and as a subscriber to the NRAA HIE Services, including use of any Marks applicable to the NRAA HIE and the HIE Services; provided that each party shall comply with the other party's reasonable usage guidelines, and shall not knowingly use such Marks in any manner likely to diminish their value and shall not assert any ownership interest in or transfer rights to such Marks.

**11. DISPUTE RESOLUTION.** In the event of any dispute between the parties arising from or pertaining to the NRAA HIE, the Participation Agreement, any HIE policy, procedure or Schedule, the parties shall use their best efforts to resolve the dispute through face-to-face good faith negotiations. Disputes not resolved within sixty (60) days following notice of the dispute shall be submitted to binding arbitration in King County, Washington by a single arbitrator under the auspices of Judicial Dispute Resolution, LLC, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. The arbitrator may award the prevailing party the cost and reasonable attorney's fees expended in such arbitration.

**12. TERMINATION OF PARTICIPATION AGREEMENT AND SUBSCRIPTION PRIVILEGES.** The Participation Agreement, and Participant's privilege to subscribe to HIE Services, may be terminated as follows:

**12.1. Termination by the NRAA of HIE Services.** By NRAA at any time without cause, by giving not less than ninety (90) days written notice to the other and to all Participants, as well as the Foundation for Health Care Quality or its successors in interest.

**12.2. Termination at Will by Participant.** By the Participant at any time without cause, by giving not less than sixty (60) days prior written notice to NRAA.

**12.3. Termination for Legal Violation.** By a non-breaching party for cause upon breach of the other party immediately upon written notice to the breaching party, without any term of notice and/or judicial intervention being required, and without liability for such termination, under the following conditions:

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*12.3.1. Business Associate Policy Violation by the NRAA.* The Participant may terminate the Participation Agreement upon written notice at its sole discretion in the event that it has actual knowledge that the NRAA has engaged in an activity or practice that constituted a material breach of the Business Associate Policy and, following written notice of such breach and a demand for cure from the Participant, did not take reasonable steps to cure the breach or was otherwise not successful in curing the breach within a reasonable period. The time periods of Section 12.4 shall govern termination under this subsection unless allowing such a length of time is not reasonable given the nature of the breach.

*12.3.2. Violations of Other Laws.* Either party may terminate the Participation Agreement upon written notice at its sole discretion in the event the other party receives (i) a Criminal Conviction for any offense involving fraud, theft or malicious intent, or (ii) is named as a defendant in a criminal proceeding for a violation of HIPAA.

*12.3.3. Insolvency and Bankruptcy.* Either party may terminate the Participation Agreement upon written notice at its sole discretion in the event bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, are properly commenced by or against the other party, or the other party is dissolved or liquidated.

**12.4. Termination for Curable Breach.**

Any party may terminate the Participation Agreement in the event another party fails to remedy a breach which can be cured by action of the breaching party ("Curable Breach"). In the event of a Curable Breach the non-breaching party shall give written notice identifying the breach and demanding a cure. In the event that the breaching party fails to cure the breach within sixty (60) days of such notice, or if the breach by its nature is not reasonably susceptible to cure within sixty (60) days fails to commence and diligently pursue a cure within such time period, the non-breaching party may terminate the Participation Agreement effective upon written notice.

*12.4.1. Payment Breach by Participant.* If the breach is a failure by the Participant to pay fees due under any Schedule, the NRAA may require a reasonable advance fee deposit or other assurance of future payments by the Participant.

**12.5. Effect of Termination on HIE Services.** Upon termination of the Participation Agreement for any reason the Participant and its HIE Users shall no longer be authorized to use HIE Services, access to all HIE Services and user names and security tokens shall be terminated, and any further access by or on behalf of the Participant shall be prohibited unless otherwise agreed in writing by the NRAA.

**12.6. Effect of Termination on Protected Health Information.** Upon termination of the Participation Agreement for any reason, the NRAA shall return or destroy any Protected Health Information of Participant which is maintained by or for the NRAA for purposes of the HIE Services, including any Protected Health Information in the possession of Services Vendors or agents of NRAA; provided that in the event that the NRAA determines that returning or destroying some or all of the Protected Health Information is not feasible, the NRAA shall promptly notify Participant of the determination and of the conditions that make return or destruction infeasible, and may retain the Protected Health Information included in the notification under the protections of the Business Associate Policy and Security Policy, provided that the NRAA limits any further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the NRAA maintains such Protected Health Information.

**12.7. Effect of Termination of Subscription.** The termination of a subscription to one or more, or all, HIE Services, for any reason, shall not effect a termination of the Participation Agreement.

**13. MEDICARE ACCESS TO RECORDS.** If required for purposes of 45 CFR §§ 420.300 – 420.320, upon written request NRAA shall make any necessary books, records and documents available to DHHS or the Comptroller General or their duly authorized representatives, for purposes of verifying the nature and extent of any costs incurred by the Participant for services furnished by the NRAA for which payment

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may be or have been made under Medicare, Medicaid or other applicable federal reimbursement programs. The NRAA's obligation to provide access to records under this Section shall extend for four (4) years from the last date on which services are provided under this Agreement, and survive the termination of this Agreement for such period if applicable.

**14. INTERPRETATION OF PROVISIONS.**

**14.1. Interpretation.** The Participation Agreement, the NRAA HIE Operating Manual, and all Schedules and related policies, shall be interpreted as an integrated set of agreements, obligations and requirements; provided that any ambiguity or material conflict between any of their provisions shall be resolved as follows: (a) The provisions of the Participation Agreement shall control all other provisions; (b) the provisions of these Participation Terms and Conditions shall control all provisions except those of the Participation Agreement; (c) and the other HIE policies and procedures shall control all provisions except those of the Participation Agreement and these Participation Terms and Conditions.

**14.2. Definitions.** Capitalized terms are defined in the NRAA HIE Glossary.

**14.3. Applicable Law.** The Participation Agreement, NRAA HIE Policy and Operating Manual, and all Schedules shall be interpreted consistently with federal, state and local laws applicable to the parties, including but not limited to HIPAA and HITECH, provided that state and local law issues shall be exclusively interpreted according to the laws of the State of Washington, without regard to choice of law principles.

**14.4. Severability.** If any portion of the Participation Agreement or any NRAA HIE policy, procedure or Schedule shall for any reason be invalid or unenforceable, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portions shall remain valid and enforceable and in full force and effect.

**14.5. No Waiver.** No delay or omission by either party hereto to exercise any right, power or remedy occurring upon any noncompliance or default by the other party with respect to any of the terms of the Participation Agreement, any NRAA HIE policy, procedure or Schedule shall

impair any such right, power or remedy or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained. No waiver of a breach on one occasion shall be deemed a waiver on another occasion.

**15. THIRD PARTY BENEFICIARIES.** Neither the Participation Agreement, or any NRAA HIE policy, procedure or Schedule is intended for the benefit or any third party, and no third party shall have any cause of action arising from or pertaining to it, EXCEPT that it is expressly acknowledged that the NRAA and OneHealthPort, Inc. are each entitled to all benefits provided therein, and that OneHealthPort, Inc., the State of Washington Health Care Authority, and the respective officers, employees, agents, subcontractors and services providers of the NRAA and the Participant, and OneHealthPort, Inc. are acknowledged to be the intended third party beneficiaries of the provisions related to warranties, limitations of liability and indemnification.

**16. ASSIGNMENT.** The Participation Agreement, and all rights and obligations under it, may be assigned or transferred, in whole but not in part, by either party by sale or merger of such party, upon written notice to the other party and upon the acquiring party's written agreement to be bound by the terms of the Participation Agreement.

# NRAA HIE Services

Effective For NRAA HIE Services in  
1/1/2019

NRAA hereby offers the NRAA HIE Services described below to any Participant which has entered into a fully executed NRAA HIE Participant Agreement, and Participant subscribes to and agrees to comply with this Schedule, and the HIE policies and procedures applicable to the following NRAA HIE Services:

**1. SECURE HUB SERVICES.** The Participant may use the Secure Hub Service to obtain electronic information from and make electronic information available to Medicare (CMS) for purposes of submitting CROWNWeb data as authorized under the HIE Policies and this Schedule, including as elected by the Participant, utilizing the Activator component. The Activator is a lightweight software B2B gateway component that allows Participants (or in some installations the Participants EMR vendor) to securely and reliably exchange documents with complete visibility, tracking and confirmation of receipt. Activators provide a connection to easily begin transacting over the Internet with CMS per the specific protocols certified by CMS and the NRAA. The Secure HUB Service includes custom data mapping and transformation to meet CMS defined data specifications and security handling per individual demographic and clinical CROWNWEB data submissions.

**2. SUBSCRIPTION PERIOD.** The Subscription Period for the Service(s) is from the Effective Date stated in the Participant Agreement through the earlier of the date of (a) the termination of the Participation Agreement, (b) the withdrawal of this Schedule by NRAA, or (c) the termination of this subscription by the Subscriber as provided in Participation Terms and Conditions.

**3. APPLICATION OF HIPAA.** The Service is a HIPAA-Regulated Service.

**4. FEES FOR SERVICES.** The Service(s) are provided under the terms in the Participation Agreement and the following subscription fee pricing:

Members - \$29 per average Patient Year

Non-Members - \$39 per average Patient Year

Subscription fees will be invoiced annually, at the time of the Participation Agreement's execution, and annually at the beginning of the calendar year thereafter. Organizations with less than 25 patients in their average census (for all of their facilities combined) will be charged a minimum annual subscription fee that is equal to 25 patients. Most of our organizations do not require any additional software but in certain circumstances, an organization may need a special piece of software in order to connect to the NRAA HIE. If needed, we provide this software and pass our cost for the software on to the organizations as a one-time expense. The software will be invoiced at the rate of \$3,000 per instance of the software that is installed. The NRAA reserves the right to adjust subscription fees annually, and to audit Participant's actual patient census and to make corresponding adjustments in subscription fees owed. NRAA reserves the right to invoice additional fees to assist Participant with services and consultation that Participant may require and NRAA may wish to provide. Any additional fees shall be discussed and agreed upon by both parties in advance of invoicing. The additional fees shall be invoiced at the rate agreed upon by the parties.

## **5. SERVICE LEVEL COMMITMENTS.**

### Support Levels:

Severity 1 Issues – 24-hour support for Severity 1 issues reported through the NRAA HIE [Technical Support Form](#) from the HIE website.

Severity 2 and 3 Issues – Support between 7 AM and 4 PM Pacific Time, Monday through Friday (Excluding Federal holidays) for Severity 2 and 3 issues reported through the [Technical Support Form](#).



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### Response Time:

	<b>Response Time</b>	<b>Target Resolution Time</b>
Severity 1	2 Hours	4 Hours from Acknowledgement
Severity 2	4 Hours	8 Hours from Acknowledgement
Severity 3	Next Business Day	5 Business days from Acknowledgement

Response Time is the elapsed time between when an issue is logged in as an incident and the time a support individual contacts the reporting Participant.

Resolution Time is the time necessary to provide and implement a corrective action plan.

Severity 1 Issues are issues involving a system or critical business function down condition, and which result in a major impact on Participant's ability to operate and in which the technical issue is on the NRAA's technical platform.

Severity 2 Issues are significant issues affecting a HIE User's or workgroup's ability to conduct business efficiently and which critically impair business operations, but for which an inefficient workaround exists.

Severity 3 issues are issues affecting a limited number of users and for which an acceptable, but not optimal, workaround exists, resulting in no significant impairment of critical business operations.

Issues beyond the scope of the NRAA's control, e.g. software or hardware issues related to the Participant's EMR system or technical issues on the CMS systems will be handled as quickly as possible and subject to the resources controlled by these entities.



NRAA Health Information Exchange  
**Business Associate Policy**

Effective Date: 07/31/13

This NRAA HIE Business Associate Policy is published by the NRAA and applies to the operation and use of the HIE Services by any Participant in the NRAA HIE.

This Policy is subject to the applicable Participation Agreement and the NRAA HIE Participation Terms and Conditions. The Participation Terms and Conditions are available at <http://nraa.onehealthport.com/contracting>. Operation or management of certain of the HIE Services may entail the obtaining, Use or Disclosure of Protected Health Information by NRAA, or by Services Vendors acting under contract to NRAA, to perform functions or activities on behalf of Participants which are Covered Entities or Business Associates.

A. The provisions of this Business Associate Policy are effective between NRAA and Participants which are Covered Entities or Business Associates under HIPAA and HITECH, for or on behalf of which NRAA creates, receives, obtains, maintains, Uses, transmits or Discloses Protected Health Information for purposes of any Service, and are intended to provide for compliance with 45 CFR §§ 164.314(a), .502(e) and .504(e) as these regulations may be amended.

B. Neither NRAA nor any of its Subcontractors shall act as or be deemed agents of any Participant. The Services are provided by NRAA for the use of Participants, which may subscribe to and use them as provided in the Participation Agreement, Participation Terms and Conditions and HIE Policy Manual, as published and maintained by NRAA.

**1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION.** NRAA and Subcontractors may create, receive, obtain, use, maintain, transmit or disclose Protected Health Information obtained from or on behalf of any Participant for the following purposes, provided that in all cases it shall use or disclose only the Minimum Necessary:

- a, For purposes of providing the HIE Services;
- b. For purposes of installing, maintaining, upgrading or removing software or hardware supporting of the HIE Services.
- c. In order to provide technical and administrative support to Participants and HIE Users in the use of the HIE Services.
- d. For purposes of NRAA's proper management and administration, and

fulfillment of NRAA's legal responsibilities.

- e. If Required by Law.
- f. As otherwise expressly authorized in writing by the Participant, to the extent not prohibited by law or by any HIE Policy.

**2. PROHIBITED USES AND DISCLOSURES.** NRAA shall not use or disclose Protected Health Information obtained from or on behalf of the Participant for any purpose not permitted by this Business Associate Policy.

**3. SECURITY INCIDENTS AND BREACHES.** NRAA shall notify impacted Participants of Security Incidents and any Breach affecting Protected Health Information as provided in the Security Policy, available at [hie@onehealthport.com](mailto:hie@onehealthport.com).

**4. SUBCONTRACTORS.** NRAA may make use of Subcontractors as follows:

- a. NRAA may delegate functions and activities involving Protected Health Information to Services Vendors for purposes of providing the HIE Services as permitted by this Agreement, in which case the Services Vendor shall be considered a Business Associate of NRAA unless the functions or activities delegated to the Services Vendor do not include access to or maintaining Protected Health Information;
- b. NRAA may disclose Protected Health Information to a Services Vendor for NRAA's proper management and administration, or to carry out NRAA's legal responsibilities, if NRAA first obtains a written agreement from the Services Vendor as required by 45

CFR §§ 164.314(a)(2)(i)(B) and .164.504(e)(4)(ii)(B); and

- c. NRAA may disclose Protected Health Information to a Services Vendor to carry out NRAA's legal responsibilities if the disclosure is Required by Law.

**5. NRAA RELATIONSHIP TO INDIVIDUAL DATA SUBJECT.** The parties acknowledge that NRAA has no direct relationship with Individuals who may be the subject of Protected Health Information which may be obtained or disclosed through the HIE Services, but may maintain Designated Record Sets including Protected Health Information for certain Services. The parties therefore agree that:

- a. Requests from Individuals for (i) access to, (ii) copies of, (iii) amendment of, (iv) Additional Restrictions on, or (v) an Accounting of Disclosures with respect to Protected Health Information which pertains to them shall be directed to the applicable Participant; and
- b. In the event that an Individual contacts NRAA in order to request any such action with respect to Protected Health Information which may be in or accessible through a Service, NRAA will refer the Individual to the applicable Participant for a determination of the appropriate response, and shall not perform the requested action or provide the requested information directly to or for the Individual.

**6. ACCESS TO INFORMATION.** Upon a request by a Participant for Access to Protected Health Information, NRAA shall provide any Protected Health Information which NRAA or any Services Vendor maintains about the

Individual in a Designated Record Set on behalf of the Participant within ten (10) business days of receipt of the request. The Information shall be provided in the format and medium in which it is maintained by or for NRAA unless the Participant requests it in a specific electronic format and medium, in which case NRAA shall provide it in such format and medium if reasonably possible. If it is not reasonably possible for NRAA to produce the information in the requested format and medium NRAA may produce it in readable hard-copy form, or such other form and format as NRAA and the Participant may agree upon.

#### **7. AMENDMENT OF INFORMATION.**

Upon request by Participant for amendment of Protected Health Information, NRAA shall amend any Protected Health Information which NRAA or any Subcontractor maintains in a Designated Record Set, as directed by the Participant; provided that if NRAA determines that the amendment materially interferes with the use or disclosure of the Protected Health Information for an authorized purpose on behalf of a Participant, NRAA may elect instead to cease use and disclosure of the Protected Health Information altogether.

#### **8. ADDITIONAL RESTRICTIONS ON INFORMATION.**

Upon request by Participant for any restrictions on the use or disclosure of Protected Health Information which are in addition to the restrictions provided for in the HIE Policies, NRAA shall implement the requested restrictions for any Protected Health Information which NRAA or any Subcontractor maintains in a Designated Record Set, as directed by the Participant; provided that if NRAA determines that the additional

restrictions materially interfere with the use or disclosure of the Protected Health Information for an authorized purpose on behalf of Participant, NRAA may elect instead to cease use and disclosure of the Protected Health Information altogether.

#### **9. NRAA DISCLOSURE TRACKING AND ACCOUNTING.**

Upon written request by an impacted Participant within ten (10) business days NRAA shall provide an Accounting of Disclosures with respect to any Individual with respect to whom NRAA or any Subcontractor has disclosed Protected Health Information; provided that:

- a. NRAA shall have no obligation to track or account for Disclosures of Protected Health Information which are (i) executed by use of a Service by or for the Participant or any party other than NRAA, a Subcontractor or a member of NRAA's or a Subcontractor's Workforce; or (ii) made for any purpose for which an Accounting of Disclosures is not required under the Privacy Rule.
- For example, and without limiting this provision, no Accounting of Disclosures may be required:
- For the transmission of a secure message including Protected Health Information from one HIE User to another HIE User.
- For a Disclosure of Protected Health Information from the Sentinel Service initiated by an HIE User associated with the Participant whose messages are the subject of the Disclosure.
- For a Disclosure of Protected Health Information from a Master Patient Index upon request of a HIE User, where the HIE User indicates the

Disclosure is intended to confirm that appropriate patient records are used for Treatment of the Individual.

- b. Any such Accounting of Disclosures shall include (i) the Disclosure date, (ii) the name, Internet Protocol (IP) address of the receiving system (if applicable), and (if known) physical address of the person or entity to whom the Disclosure was made, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose(s) of the Disclosure.

**10. SECURITY SAFEGUARDS.** NRAA shall provide for Reasonable and Appropriate Safeguards for any Protected Health Information in its possession or control, including compliance with the Security Rule with respect to electronic Protected Health Information and the Services, and as provided in the Security Policy included in this agreement.

#### **11. OBLIGATIONS OF COVERED ENTITY.**

- a. *Notice of Privacy Practices.* Participant shall be responsible for ensuring that its Notice of Privacy Practices includes any notice or disclosure of its use of any Service with respect to Protected Health Information which the Participant considers necessary or appropriate. In the event the Notice of Privacy Practices establishes or includes any restrictions on the use or disclosure of Protected Health Information which are in addition to the restrictions provided for in the NRAA HIE policies and procedures, Section 8 of this Business Associate Policy shall apply.

- b. *Authorization.* Participant shall be responsible for obtaining any Consent or Authorization for the use of the HIE or any Service with respect to Protected Health Information which the Participant considers necessary or appropriate. In the event a Consent or Authorization establishes or includes any restrictions on the use or disclosure of Protected Health Information which are in addition to the restrictions provided for in the NRAA HIE policies and procedures, Section 8 of this Business Associate Policy shall apply.

- c. *Requests in Violation of Privacy Rule.* Participant Entity shall not request NRAA to use or disclose Protected Health Information in any manner or for any purpose that would not be permissible under the Privacy or Security Rule if done by Participant.

**12. TERMINATION FOR VIOLATION OF HIE BUSINESS ASSOCIATE POLICY.** The Participant may terminate the Participation Agreement for a material violation of this Business Associate Policy by NRAA, its subcontractors or Workforce members, as provided in the Participation Terms and Conditions.

**13. COMPLIANCE RECORDS.** NRAA shall retain records of its security policies and procedures, Subcontractor contracts, Accountings of Disclosures, communications with Individuals, Security Incident reports, and other documentation material to its compliance with this Business Associate Policy for a period of no less than six (6) years from the later of the date on which it was created or the last date on which the document was in effect (if applicable).

**14. HIPAA RECORDS ACCESS.** Upon written request NRAA shall make its internal practices, books and records pertaining to its use and disclosure of Protected Health Information received from, or created or received by or for NRAA on behalf of the Participant available, at the Participant's expense for purposes of determining the Participant's compliance with HIPAA,

- a. If to the Participant, to an independent third-party auditor qualified to assess health information exchange operations and compliance, at NRAA's offices during normal business hours, upon no less than ten (10) business days' prior notice; and
- b. If to DHHS, at a time and place designated by DHHS, subject to NRAA's right to seek a time and place convenient to NRAA as well as DHHS.
- c. NRAA's obligation to provide access to records under this Section shall extend for the period during which it is required to maintain compliance records under Section 13, and survive the termination of the Participation Agreement for such period if applicable.



NRAA Health Information Exchange

## Security Policy

Effective Date: 07/31/13

This NRAA HIE Security Policy is published by NRAA and applies to the operation and use of the HIE Services by any Participant in the NRAA HIE.

This Security Policy applies to all NRAA HIE Participants and HIE Users, and is subject to the applicable Participation Agreement and the NRAA HIE Participation Terms and Conditions. The Participation Terms and Conditions are available at <http://nraa.onehealthport.com/contracting>

The following obligations and requirements are intended to provide for the security of the HIE Services, transactions conducted using the HIE Services, and of the information maintained, stored or transmitted by, through or in the HIE Services.

### 1. SECURITY OF HIE SERVICES.

NRAA shall comply with, or if applicable obtain reasonable assurances that Subcontractors comply with, the Security Rule with respect to the HIE Services and any Protected Information maintained or stored or in transmission through the HIE Services, or otherwise in the possession or control of NRAA or any Subcontractor for purposes of the NRAA HIE, provided that NRAA may implement supplemental or more stringent safeguards which NRAA deems appropriate in NRAA's reasonable discretion.

### 2. PARTICIPANT SECURITY ADMINISTRATION.

The Participant shall comply with the Security Rule in managing and administering access to and use of the HIE Services from its Facilities or otherwise using its Information Systems or Authorized

Devices, including but not limited to the following:

- a. *HIE User Clearance.* Policies and procedures providing for reasonable and appropriate determination of the access privileges of HIE Users.
- b. *HIE User Authorization.* Policies and procedures for authorizing, and suspending and terminating the authorization of its HIE Users who are authorized to access and use any of the HIE Services and obtain or disclose Protected Information through the HIE Services, on behalf of the Participant.
- c. *HIE User Access Limitations.* Policies and procedures requiring HIE Users to limit their access to and use of the HIE Services and Protected Information available through the HIE Services to the Minimum Necessary (except for Treatment purposes), and consistent with applicable federal and state law and the HIE Policies.

- d. *Acceptable Use Management.* Acceptable use management services for the Participant's Information System(s) and Workstations by any HIE User of the Participant's Information System(s) or Workstations.
- e. *Access Controls.* Administrative, physical and technical access control Safeguards to prevent parties not authorized as HIE Users by the Participant from using the Participant's Information System(s) to seek or obtain access to any of the HIE Services, Protected Information available through the HIE Services, or any other Information System, and to detect and respond to any such unauthorized activity.
- f. *Workstation and Device Management.* Policies and procedures for the authorization and secure operation and disposal of all Authorized Devices which the Participant permits its HIE Users to use in order to access any HIE Service. NRAA may limit or prohibit the use of certain types of device as Authorized Devices, for example smartphones, if their security has not been adequately demonstrated to NRAA's satisfaction in its sole discretion.
- g. *Protected Information Lifecycle.* Policies and procedures governing the retention, inclusion in records and disposal or destruction of Protected Information obtained by or through any Service.
- h. *HIE User Training.* Appropriate and adequate training to all HIE Users in the requirements of applicable federal and state laws, the NRAA HIE policies and procedures and all applicable Schedules.

- i. *Sanctions for Violations.* Sanctions and disciplinary procedures for the Participant's HIE Users and other members of the Participant's Workforce and any other person subject to the Participant's authority, for accessing or using any HIE Service in violation of applicable federal or state laws, any HIE policy, procedure or Schedule, or the Participant's policies, procedures or technical controls implemented for purposes of access to and use of the HIE Services.
- j. *Audit Trails.* Audit logs for transactions in which any Protected Information is transmitted to or from any of the HIE Services and the Participant's Information System(s) or Authorized Devices.
- k. *Software Management.* Patch management, change management and updating policies and procedures for hardware and software included in the Participant's Information System(s) and Authorized Devices which may be used to access any HIE Service.
- l. *Malware Protection.* Anti-virus and other anti-malware software or other applications intended to identify, prevent the download of, disable, uninstall or otherwise affect any computer virus, worm, "Trojan horse," spyware, or other potentially harmful software in or accessing Participant's Information System(s) or Authorized Devices, and/or using them to access any HIE Service, or the Information System of any party.
- m. Any other Safeguard NRAA has determined is Reasonable and Appropriate to protect (a) any Service, (b) the Information System or Authorized Devices of any party, or



(c) any information, including but not limited to Protected Information, subject to review by the Community Oversight Organization.

**3. SECURITY INCIDENTS AND BREACHES.** NRAA, all Participants and all HIE Users shall comply with the following Security Incident and Breach Response Policies:

**3.1 Definitions.** The following definitions shall apply for purposes of this Section 3.

**3.1.1 Access Attempts.** Information Systems are the frequent target of probes, scans, “pings” and other activities which may or may not indicate threats, whose sources may be difficult or impossible to identify and whose motives are unknown, and which do not result in access to any Information System or Protected Health Information (“Access Attempts”).

**3.1.2 Security Incidents.** A “Security Incident” is defined under the Security Rule as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of electronic Protected Health Information or interference with the system operations of the HIE Services, but for purposes of this Policy does not include an Access Attempt.

**3.1.3 Unauthorized Use or Disclosure.** An Unauthorized Use or Disclosure, is any Access, Use or Disclosure of Protected Health Information which is not permitted under the HIE Participation Agreement, Participation Terms and Conditions or HIE Policy Manual.

**3.1.4 Breach.** A Breach is:

a. Any acquisition, Access, Use or Disclosure of Protected Health Information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the Protected Health Information.

For purposes of this definition, “compromises the security or privacy of the Protected Health Information” means that the event poses a significant risk of financial, reputational, or other harm to the individual, but does not include a use or disclosure of Protected Health Information if:

- The information does not include the identifiers listed at 45 CFR § 164.514(e)(2);
- The event was an unintentional acquisition, Access, or Use of the Protected Health Information by a workforce member or person acting under the authority of a Covered Entity or a Business Associate which was made in good faith and within the scope of authority and did not result in further Use or Disclosure in a manner not permitted under the Privacy Rule;
- An inadvertent Disclosure by a person authorized to Access the Protected Health Information at a Covered Entity or Business Associate to another person authorized to Access the Protected Health Information at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further Used or Disclosed in a manner not permitted under the Privacy Rule.

- A Disclosure of Protected Health Information where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.
- b. The unauthorized acquisition of electronic Protected Information including personally identifiable information, as defined under the laws of the State of the Individual's residence, which triggers an obligation to notify affected Individuals and/or State agencies.

### **3.1. Monitoring**

3.1.1. *HIE Services Monitoring.* NRAA shall be responsible for monitoring or providing for the monitoring of all activity in the HIE Services, and in any Information System used to host, operate or manage a HIE Service, and at Facilities where equipment used to host, operate or manage the HIE Services is located.

3.1.2. *Participant Monitoring.* Each Participant shall be responsible for monitoring activity on its Information System(s), on its Workstations and other Authorized Devices, and at its Facilities.

### **3.2. Reporting of Security Incidents and Unauthorized Use or Disclosure.**

3.2.1 *Notification of Access Attempts.* Access Attempts are recorded in various system logs, and fall under the definition of "Security Incident" in the Security Rule. Because Access Attempts fall under the definition of Security Incident NRAA is required to report them to Participants. At the same time NRAA's reporting and the Participant's review of information

about Access Attempts would be materially burdensome to both parties without reducing risks to Information Systems or Protected Health Information.

Therefore, provided that NRAA ensures that there is appropriate review of logs and other records of Access Attempts, and investigates events where it is not clear whether or not an apparent Access Attempt was successful, this provision shall serve as NRAA's notice to the Participant that Access Attempts occur and are anticipated to continue occurring with respect to the systems providing the HIE Services. By using the HIE Services the Participant acknowledges this notification, and that NRAA shall not be required to provide further notification of Access Attempts unless they constitute Security Incidents.

3.2.2. *NRAA Reporting.* NRAA shall report to the Participant any Security Incident or Unauthorized Use or Disclosure of Protected Health Information of which it becomes aware which affects, or may affect, Protected Information of the Participant, as provided in the Operating Manual.

3.2.3. *Participant Reporting.* Each Participant shall report to NRAA any Security Incident (not including Access Attempts) or Unauthorized Use or Disclosure of Protected Health Information of which it becomes aware, which may affect or involve the use or access to any HIE Service. Participants may report Security Incidents and Unauthorized Use or Disclosure incidents of Protected Health Information to NRAA at [hie@onehealthport.com](mailto:hie@onehealthport.com)

3.2.4. *HIE User Reporting.* All HIE Users shall report to their Participant any Security Incident (not including Access Attempts, unless required by Participant policy) or Unauthorized Use or Disclosure incidents of Protected Health Information which they become aware, which may affect or involve the use or access to any HIE Service

**3.3. *Security Incident and Unauthorized Use or Disclosure Investigation.***

3.3.1. *NRAA Investigation.* NRAA shall investigate any Unauthorized Use or Disclosure and any Security Incident which may affect or have affected any HIE Service or any Information System used to host, operate or manage a HIE Service, or any Protected Information maintained, stored or in transmission or processing in a HIE Service, promptly upon receiving notice from a Participant or other information which reasonably indicates the potential occurrence of a such an event. NRAA shall document the results of each such investigation. NRAA shall provide for reasonable periodic reporting of Security Incident and Unauthorized Use or Disclosure information to the Participant, and shall promptly report any Security Incident or Unauthorized Use or Disclosure to Participant which presents or indicates a potentially material threat to the Participant's Protected Information, Information System(s) or Authorized Devices, or which may constitute a Security Breach.

3.3.2. *Participant Investigation.* Each Participant shall investigate any reported Security Incident or

Unauthorized Use or Disclosure involving access to or use of any HIE Service (a) from or by use of Participant's Information System or any other equipment or device of Participant, Authorized or otherwise, (b) by use of a user name and/or password issued to a HIE User of the Participant, or (c) by an HIE User of the Participant contrary to any NRAA HIE policy or procedure, promptly upon receiving notice from NRAA or other information which reasonably indicates the occurrence of such an event. The Participant shall document the results of each such investigation. The Participant shall permit NRAA to review such documentation on a reasonable basis, and shall promptly report to NRAA any Security Incident or Unauthorized Use or Disclosure which presents or indicates a potentially material threat to any HIE Service or any other Participant's Protected Information, Information System(s) or Workstations or other equipment or devices, or which may constitute a Security Breach.

**3.4. *Security Incident Mitigation and Remediation.*** All affected parties shall share information about the results of their Security Incident investigations, and cooperate in determining and implementing measures to mitigate the harmful effects of any given incident and prevent other incidents of the same type, to the extent practicable.

3.4.1. *Law Enforcement Notification.* Any party may notify appropriate law enforcement agencies in the event it believes a Security Incident which affects it is a crime or the result of criminal activity.

**3.5. *Breach Notification.***

3.5.1 *Breach Determination.* The party responsible for investigating a Security Incident or Unauthorized Use or Disclosure shall make a determination whether the event constitutes a Breach under Federal or any State law. Any other affected party may also make such a determination, at its discretion.

- a. If NRAA determines that a Security Incident or Unauthorized Disclosure constitutes a Breach under Federal or State law, NRAA shall immediately notify the Participant of this determination

3.5.2 *Breach Notification.*

- a. Each affected Participant which has a direct provider-patient, plan-member or entity-customer relationship with potentially affected individuals shall have primary responsibility for their notification, if required by law or elected by the Participant.
- b. Each affected Participant is primarily responsible for notification of regulatory authorities, if required by law or elected by the Participant.
- c. Any notification to potentially affected individuals or to regulatory authorities shall be deemed notification as well by NRAA (and any affected Services Vendor, if applicable) and each shall be identified as a notifying party, unless such party directs otherwise in writing.
- d. In the event an affected Participant elects not to or fails to timely notify potentially affected individuals or regulatory authorities as provided above, and NRAA reasonably determines that it may be required to give such notification bylaw, NRAA may give such notification at its discretion.

4. **NRAA REMEDIES FOR PARTICIPANT SECURITY MANAGEMENT FAILURE.**

In the event that NRAA determines that a failure by a Participant to comply with Section 2 of this Security Policy creates a material vulnerability potentially affecting (a) an HIE Service, b) the Information System or any other equipment or device of any party, or (c) any information, including but not limited to Protected Information, NRAA shall promptly notify the Participant and may, at NRAA's reasonable discretion, suspend or limit access to and/or use of some or all of the HIE Services by some or all of the Participant's HIE Users, and/or to or from the Participant's Information Systems and/or Authorized Devices), as NRAA may determine is reasonably prudent. Such a failure by the Participant shall be deemed a Curable Breach, provided that upon receipt of notice of such a breach the Participant shall use its best efforts to come into compliance with this Security Policy. Upon the Participant's demonstration to NRAA that the Participant is in compliance with this Security Policy NRAA shall terminate the suspension or limitation unless other information available to NRAA indicates that the material vulnerability continues. In the event of a continuing failure to come into compliance by the Participant, NRAA may proceed to terminate the Participation Agreement as provided in the Participation Terms and Conditions.

5. **PARTICIPANT REMEDIES FOR HIE SERVICES SECURITY MANAGEMENT FAILURE.**

In the event that the Participant determines that a failure by NRAA to comply with

Section 1 of this Security Policy creates a material vulnerability potentially affecting (a) the Participant's Information System or (b) any information, including but not limited to Protected Information, accessible in or through the Participant's Information System, the Participant shall promptly notify NRAA and may, at the Participant's sole discretion, suspend or limit access to and/or use of any or all of the Services by some or all of the Participant's HIE Users, and/or from the Participant's Information System(s), as the Participant may determine is reasonably prudent in order to mitigate the vulnerability. Such a failure by NRAA shall be deemed a Curable Breach, provided that upon receipt of such notice NRAA shall use its best efforts to come into compliance with this Security Policy. Upon NRAA's demonstration to the Participant that NRAA is in compliance with this Security Policy the Participant shall terminate the suspension unless other information available to the Participant indicates that the material vulnerability continues. The Participant shall not be liable for any fees payable for any of the Services during any period of suspension under this Section, or for any reactivation fees following such suspension.



NRAA Health Information Exchange

## HIE User Policy

Effective Date: 4/20/2012

This NRAA HIE User Policy applies to the operation and use of the HIE Services by any Participant in the NRAA HIE, and to its HIE Users. The Participation Terms and Conditions, all policies and additional references, are all available online at <http://nraa.onehealthport.com/contracting>.

Participants, by entry into a Participation Agreement, are authorized to designate those members of their Workforce ("HIE Users") who are each themselves authorized to access and use HIE Services for the purposes of the Participant's business activities and operations.

The Participation Terms and Conditions, the HIE policies and procedures contained in the NRAA HIE Operating Manual, all available at the Reference site; apply to all use of the NRAA HIE, and use of any or all of the HIE Services may be suspended or terminated for failure to comply with them.

You, an individual HIE User, are authorized to access and use the HIE Services under the following User Policy. **PLEASE READ THIS POLICY CAREFULLY. YOUR ACCESS TO AND USE OF ANY OF THE HIE SERVICES IS SUBJECT TO THIS POLICY. IF YOU DISAGREE OR CANNOT FULLY COMPLY WITH THIS AND ALL OTHER APPLICABLE HIE POLICIES, DO NOT ATTEMPT TO ACCESS AND/OR USE ANY OF THE HIE SERVICES.**

**1. AUTHORIZATION TO ACCESS AND USE HIE SERVICES.** In order to access or use a NRAA HIE Service, you must:

- a. Be a current member of a Participant's Workforce
- b. Be designated by that Participant as an individual authorized to use the HIE Service
- c. Be authorized by that Participant to use the HIE Service to perform a function or functions on the Participant's behalf; and
- d. Use the Service as authorized by that Participant and in compliance with all applicable NRAA HIE policies and procedures.

**2. SUSPENSION AND TERMINATION OF AUTHORIZATION TO ACCESS AND USE OF HIE SERVICES.** Your authorization to access and use any or all of the HIE Services may be suspended or terminated under the following conditions:

2.1. Your authorization to use all HIE Services will be terminated automatically effective upon termination of Your Participant's Participation Agreement.

2.2. Upon request by Your Participant Your authorization to use any or all of the HIE Services may be suspended or terminated.

2.3. Effective upon termination of your service as a member of your Participant's Workforce, or as a contractor to the Participant.

2.4. Effective upon a change in your duties for or on behalf of your Participant which makes access to or use of any or all of the HIE Services inappropriate

2.5. The NRAA may suspend your authorization to use any or all of the HIE Services without notice to you at any time either has reason to believe that you have used or are using any HIE Service (a) for any unlawful purpose, (b) in order to infringe or facilitate the infringement of any copyright or other intellectual property right, or (c) otherwise in violation of any NRAA HIE policy or procedure.

2.6. The NRAA may terminate your authorization to use any or all of the HIE Services upon written notice to your Participant if, upon reasonable investigation, either determines that there is reasonable evidence demonstrating that you have (a) used any HIE Service for any unlawful purpose, (b) used any HIE Service in order to infringe or facilitate the infringement of any copyright or other intellectual property right, (c) repeatedly violated NRAA HIE policies and procedures, (d) used any HIE Service in a fashion causing or creating a material risk of

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harm to any HIE Service, the NRAA, any Services Provider, Participant or HIE User, or any third party, (e) provided materially false information for purposes of registration as a HIE User, (f) been convicted of a crime involving identity theft or a violation of HIPAA, or (g) are named as a defendant in a criminal proceeding for identity theft or a violation of HIPAA.

**3. USE OF HIE SERVICES FOR CLINICAL COMMUNICATIONS.** The NRAA cannot guarantee the uninterrupted connectivity of any HIE Service or the transmission of any communication or transaction using any HIE Service. The NRAA, on its own behalf and on behalf of its Service Vendors and sub-contractors, disclaims all responsibility and liability for the use of transmitted information for diagnosis, treatment or care, including without limitation the following:

- THE USE OF ANY HIE SERVICE FOR COMMUNICATIONS OR TRANSACTIONS CONCERNING OR SUPPORTING PATIENT DIAGNOSIS, TREATMENT OR CARE IN AN EMERGENCY OR OTHER URGENT SITUATION IS ENTIRELY AT YOUR OWN RISK AND REQUIRES THE USE OF APPROPRIATE PROFESSIONAL JUDGMENT.
- THE USE OF ANY HIE SERVICE FOR COMMUNICATIONS OR TRANSACTIONS WHICH CONTROL OR ATTEMPT TO CONTROL ANY MEDICAL DEVICE OR EQUIPMENT, OR OTHER APPLICATION, DEVICE OR EQUIPMENT FOR ANY USE IN WHICH A FAILURE OF THE SERVICES COULD CAUSE DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE IS ENTIRELY AT YOUR OWN RISK AND REQUIRES THE USE OF APPROPRIATE PROFESSIONAL JUDGMENT.

**4. HIE USER NAME AND PASSWORD MANAGEMENT.** You have been or will be issued a unique HIE User Name and password by the NRAA, which will be provided to you by your Participant. You are responsible for any use of your user name or password, and are required to manage and protect your user name and password as follows:

4.1. You may not share your HIE User Name or password with any other person, or allow anyone else to use your HIE User Name or password to access or use any HIE Services.

4.2. You must protect your HIE User Name and password against being seen, copied or stolen by anyone.

4.3. If you believe anyone else may have used, learned, seen, copied or stolen your HIE User Name or password, you must notify your Participant immediately.

**5. USE OF AUTHORIZED DEVICES.** You may only access and use the HIE Services from a personal computer, workstation, laptop, handheld PC, personal digital assistant ("PDA"), "smart phone" or other electronic device which has been approved for your use for that purposes by your Participant ("Authorized Device").

**6. SERVICES LOGOFF.** You must log-off any HIE Service promptly whenever you are not using the Service. Do NOT leave your Authorized Device unattended or out of your sight without logging off the HIE Service.

**7. HIE USER PRIVACY.**

*7.1. Monitoring of Communications and Transactions.* Your communications, transactions and other activities using the HIE Services may be monitored:

- a. By the NRAA for purposes of managing and operating the HIE Services, provided that except in case of emergency or to ensure system security, the NRAA will not access the content of any of your communications or transactions without your Participant's authorization.
- b. By your Participant, according to your Participant's policies and practices.

*7.2. Use and Disclosure of User Personal Information by the NRAA.* In registering you as a HIE User, the NRAA is provided with personal information including your name. Additional personal information concerning your communications and transactions using the HIE Services may be obtained by the NRAA in the course of managing and operating the HIE Services. This personal information may be used and disclosed by the NRAA as follows:

- a. The NRAA may maintain, use and disclose your personal information for purposes of managing and operating the HIE Services, including but not limited to enforcing compliance with the HIE Policies.

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b. The NRAA may disclose your personal information to your Participant upon your Participant's request.

c. The NRAA may disclose your personal information as part of an Accounting of Disclosures under HIPAA.

d. The NRAA may disclose your personal information in response to legal process (such as a subpoena or court order), if required by law, or under other circumstances if the NRAA has reason to believe you are using or have used any HIE Service for unlawful purposes. The NRAA may also use or disclose your personal information if necessary to protect the rights or property of any person, or to protect individual or public health or safety.

e. The NRAA may use agents or contractors for purposes permitted by the NRAA HIE policies and procedures. If such agents or contractors are provided with access to your personal information, the NRAA will require them to protect the information consistently with this User Policy and prohibit them from using the information for any purpose other than the provision of their services to or for the NRAA.

f. In the event that management and operation of any or all HIE Services is transferred to another party, your personal information may be transferred to the party assuming management and operation of the Service(s).

**7.3. Protection of User Personal Information.** The NRAA will maintain Reasonable and Appropriate Safeguards to prevent unauthorized use or disclosure of your personal information, but cannot guarantee that your personal information will never be disclosed in a manner inconsistent with this User Policy.

**7.4. Participant Use and Disclosure of User Personal Information.** This Section 7 of this NRAA HIE User Policy is not binding upon Participants. The use and disclosure of personal information about you obtained by Participants, including your Participant, depends upon the applicable Participant's policies and practices.

**8. Prohibited Uses of HIE Services.** You may not use any Service for any purpose or activity which may be illegal; may cause harm to any person's

rights or property; might cause harm to individual or public health or safety; or may interfere with the effective functioning of any Service. For example, and not as a limitation, when using the HIE Services you may NOT:

- Seek to obtain, view, copy, alter, destroy, disclose or transmit any information, including Protected Health information, unless you have been duly authorized to do so in the course of your duties for or on behalf of your Participant, and for purposes of healthcare treatment, payment, or operations.
- Violate any applicable laws or regulations, local, state or federal, including the privacy and security regulations issued under HIPAA and HITECH.
- Use any user name and/or password, other than one issued to you by the NRAA.
- Use any HIE Service in any way that could damage, disable, overburden, or impair any HIE Service or interfere with any other party's use of any HIE Service.
- Attempt to gain unauthorized access to any information, documents, records, accounts, devices, systems or networks connected to any HIE Service through hacking, password cracking, IP spoofing or any other means.
- Knowingly upload or distribute files that contain viruses, Trojan horses, worms, spyware, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage electronic data or the operation of any device or software.
- Use any HIE Service for any personal or unauthorized commercial use, surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files or messages that contain images, photographs, movies, music, software or other material protected by intellectual property laws, including,



by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) without the legal right to do so.

- Advertise or offer to sell or buy any goods or services for any business purpose.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any Participant or other HIE User from using any HIE Service.
- Harvest or otherwise collect information about Participants and HIE Users, including e-mail addresses, or about individuals whose information is maintained or available through any HIE Service.

**9. LIABILITY DISCLAIMERS.**

THE INFORMATION INCLUDED IN OR AVAILABLE THROUGH THE HIE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CHANGES MAY BE MADE PERIODICALLY. THE NRAA AND/OR ITS SUBCONTRACTORS AND SERVICES VENDORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE HIE SERVICES AND RELATED POLICIES AT ANY TIME.

THE NRAA AND/OR ITS SUBCONTRACTORS AND SERVICES VENDORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION CONTAINED IN OR AVAILABLE THROUGH THE HIE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. NRAA AND/OR ITS SUBCONTRACTORS AND SERVICES VENDORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE NRAA AND/OR ITS SUBCONTRACTORS AND SERVICES VENDORS BE LIABLE FOR ANY

DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE HIE SERVICES, WITH THE DELAY OR INABILITY TO USE THE HIE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION OBTAINED THROUGH THE HIE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE RELATED WEB SITE(S), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE NRAA OR ANY OF ITS SUBCONTRACTORS AND SERVICES VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.



NRAA Health Information Exchange

## **HIE Glossary**

Effective Date: 4/20/2012

The following Glossary provides definitions of terms used in the NRAA Health Information Exchange Participation Agreement and its related HIE Policies and Schedules. The Participation Terms and Conditions and additional references, are all available online at <http://nraa.onehealthport.com/contracting> for important information about these documents and their relationships to each other.

<b>Defined Term</b>	<b>Definition</b>
Access	An Individual's right to inspect and obtain a copy of Protected Information about that Individual, held by or for a Participant.
Accounting of Disclosures	The set of information which a Covered Entity is required to provide an Individual upon request with respect to Disclosures of their Protected Health Information, including and limited to that information required under 45 CFR § 164.528.
Administrator	An individual member of a Participant's Workforce, who has been designated and authorized by the Participant to be a point of contact for the NRAA for issues under the HIE Policies, and to be responsible for the Participant's compliance with the HIE Policies.
Authorization	A written document signed by an Individual which gives another person permission to use or disclose Protected Information about that Individual.
Authorized Device	A Workstation which is of a type authorized for use with the Services by the NRAA, and has been specifically identified in writing by a Participant as a device one or more of the Participant's HIE Users is permitted to use with one or more of the Services. An Authorized Device may but need not be part of a Participant's Information System.
Business Associate	A person performing a function or activity on behalf of a Covered Entity which involves that person obtaining, using or disclosing Protected Health Information on behalf of that Covered Entity, as defined under HIPAA and HITECH.

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Defined Term	Definition
Carrier Lines	The local network and Internet backbone carrier lines and through routers, switches, and other devices owned, maintained, and serviced by third-party telecommunications carriers, utilities, and Internet service providers, which are used to access and use the Services.
CMS	Centers for Medicare & Medicaid Services – the agency responsible for the ESRD and CROWNWeb programs.
Community Oversight Organization	The role of the Community Oversight Organization is to help ensure that OneHealthPort operates the NRAA HIE on the NRAA's behalf, in the public interest, including review and oversight of pricing; privacy and security policies; and HIE accessibility.
Comptroller General	The Comptroller General of the United States.
Consent	A written document signed by an Individual which gives another person permission to use or disclose Protected Information about that Individual. See Authorization
Covered Entity	A health care provider, health care clearinghouse or health plan, as defined under HIPAA and HITECH.
Criminal Conviction	(1) A judgment of conviction entered against the entity or individual by a federal, state or local court, regardless of whether an appeal is pending or the judgment of conviction or other record relating to criminal conduct has been expunged; (2) a finding of guilt against the individual or entity that has been accepted by a federal, state or local court; (3) a plea of guilty or nolo contendere by the individual or entity that has been accepted by a federal, state or local court; or (4) the entering into participation in a first offender, deferred adjudication, or other arrangement or program where judgment of conviction has been withheld.
CROWNWeb	<b>CROWNWeb</b> is a CMS owned Internet-based data collections system being developed for use in ESRD facilities nationwide.
Curable Breach	A breach by a party of the Participation Agreement, any HIE Policy or any Schedule, which can be cured by action of the breaching party.

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Defined Term	Definition
Designated Record Set	A group of records maintained by or for a Covered Entity that is used, in whole or in part, by or for the Covered Entity to make decisions about the Individual(s) to whom they apply. This includes but is not limited to medical and billing records of health care providers, and enrollment, payment, claims adjudication, and case or management records of health plans.
DHHS	The United States Department of Health and Human Services.
Disclose, Disclosure	Any release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
ESRD	End Stage Renal Disease.
Health Care Operations	Any of the various activities performed by or for Covered Entities included under the HIPAA definition of this term.
HIE	The HIE is the NRAA Health Information Exchange, and means the set of health information exchange-related services provided through OneHealthPort as administrator of the NRAA HIE, under the oversight of the Community Oversight Organization. Participants in the NRAA HIE may use the NRAA HIE to exchange health information with other NRAA HIE Participants.
HIE Business Associate Policy	The NRAA HIE policy which provides the terms and conditions required by HIPAA and HITECH for a Business Associate Contract.
HIE Participation Terms and Conditions	The NRAA HIE policy which provides the general terms and requirements for access to and use of the Services by Participants.
HIE Policy	One of the policies to which Participants agree as a condition to use of the Services.
HIE Security Policy	The NRAA HIE Policy which provides the terms and requirements for security for the Services by the NRAA and by Participants.
HIE Service	A health information exchange-related service offered as part of the NRAA Health Information Exchange, under a Schedule published by the NRAA.
HIE Service Election Form	A form published by the NRAA HIE for the subscription to a specific Service.

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Defined Term	Definition
HIE User	An individual who is a member of a Participant's Workforce, whose duties on behalf of the Participant include functions or activities involve the use of one or more Services on behalf of the Participant, who has been authorized and is currently authorized by the Participant to use such Service(s) on its behalf, and has a valid User Name and password issued for that purpose.
HIE User Name	The unique identifier issued to an authorized HIE User, by or for the NRAA, used for access to and use of one or more Services.
HIE User Policy	The NRAA HIE policy which provides the terms and requirements for use of the Services by HIE Users.
HIPAA	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
HIPAA-Regulated Services	Any Service for which the NRAA or a Services Vendor acting under contract with it has access to, uses or discloses Protected Health Information except on a random or infrequent, non-routine basis.
HITECH	The Health Information Technology for Economic and Clinical Health Act (HITECH Act or "The Act") is part of the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA contains incentives related to health care information technology in general (e.g. creation of a national health care infrastructure) and contains specific incentives designed to accelerate the adoption of electronic health record (EHR) systems among providers.
Individual	A person who is the subject of Protected Health Information, including but not limited to a patient who receives or has received health care.
Information System	An interconnected set of information resources under the management control of a single entity, including hardware, software, information, data, applications, communications, and people.
KDD	Kidney Data Dictionary is a list of the fields and definitions of the CROWNWeb data set.
Marks	Logos, trademarks and service marks.
Member	A Participant who is a member of the National Renal Administrators Association.

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Defined Term	Definition
Minimum Necessary	The set of Protected Health Information which is the minimum data set necessary for purposes of the function or activity for which it is obtained, used or disclosed.
More Stringent	A standard or requirement which (1) permits an Individual greater rights of access or amendment of Protected Health Information, (2) provides requirements that narrow the scope or duration, increase the privacy protections afforded under a Consent or Authorization, (3) provides for the retention or reporting of more detailed information or for a longer duration, or (4) otherwise provides greater privacy protection for the individual who is the subject of the individually identifiable health information
Non-Member	A Participant who is not a Member.
Notice of Privacy Practices	A notification published by a Covered Entity or other party which gives an Individual notice of the Uses and Disclosures of Protected Information which that party may make, as well as the Individual's rights and the party's duties with respect to that information.
NRAA	The National Renal Administrators Association, Group Purchasing Organization, Inc.
NRAA HIE Operating Manual	The documentation published by the NRAA HIE, which provides administrative and technical requirements and guidance for use of the Services
NRAA HIE Participation Agreement	The NRAA HIE Participation Agreement, as published and amended from time to time.
OneHealthPort	OneHealthPort, Inc., the administrator of the NRAA HIE pursuant to a contract arrangement with the NRAA.
Participant	An entity which has entered into and is currently subject to a Participation Agreement. Participants may also be referred to as "Trading Partners".
Patient Year	The average number of patients for which a Participant provides renal care services during any twelve-month period.
Privacy Rule	The HIPAA privacy regulations.

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Defined Term	Definition
Protected Health Information	The information protected by the HIPAA Privacy Rule. "Protected Health Information" means individually identifiable health information which is transmitted or maintained in any medium, and excludes information in education records covered by the Family Educational Right and Privacy Act or described at 20 U.S.C. 1232g(a)(4)(B)(iv).
Protected Information	Protected Information includes Protected Health Information, as well as "health care information" and "personal information" which is protected under applicable State law.
Reasonable and Appropriate Safeguard	Protections for Protected Information consistent with the requirements of the Security Rule and applicable State law.
Required by Law	A mandate contained in law that compels a party to make a Use or Disclosure of Protected Information and that is enforceable in a court of law, including but not limited to court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
Required Hardware and Software	Hardware and software which is required in order to access and use a Service.
Schedule	A document published by or for the NRAA HIE which describes a Service and includes information about services levels and fees for the Service.
Security Breach	The acquisition, access, Use, or Disclosure of Protected Information in a manner not permitted by the Privacy Rule, if applicable, which compromises the security or privacy of the Protected Information.
Security Incident	The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
Security Rule	The HIPAA security regulations.

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Defined Term	Definition
Service	A technical or administrative service offered by the NRAA HIE, as described and under the conditions published in a Schedule.
Services Election Form	The form a Participant must complete in order to obtain access to a Service.
Services Vendor	A person who provides one or more Services, or elements of a Service.
Subcontractor	A person providing services to or for, or performing functions on behalf of the NRAA which involve obtaining, use or disclosure of Protected Health Information, including but not limited to Services Vendors providing HIPAA-Regulated Services.
Unauthorized Use or Disclosure of Protected Information	Any Use or Disclosure of Protected Individual by any party which that party is prohibited from making under federal or state law, any HIE Policy, or any policy of a Participant which applies to that party.
Use	Any sharing, employment, application, utilization, examination, or analysis of Protected Information within an entity which maintains that information.
Washington State Health Care Authority	The Washington State Health Care Authority oversees the state's two top health care purchasers — Medicaid and the Public Employees Benefits Board (PEBB) Program, as well as the State HITECH director and oversight of the Statewide HIE.
Workforce	Any employee, volunteer, trainee, independent contractor or other person whose conduct on behalf of a Participant is under the direct control of that Participant, whether or not they are paid by the Participant.
Workstation	Any electronic computing device, including a laptop or desktop computer, smartphone, or any other device that performs similar functions, and electronic media stored in its immediate environment.