

# NC Statewide HIE Strategic & Operational Planning

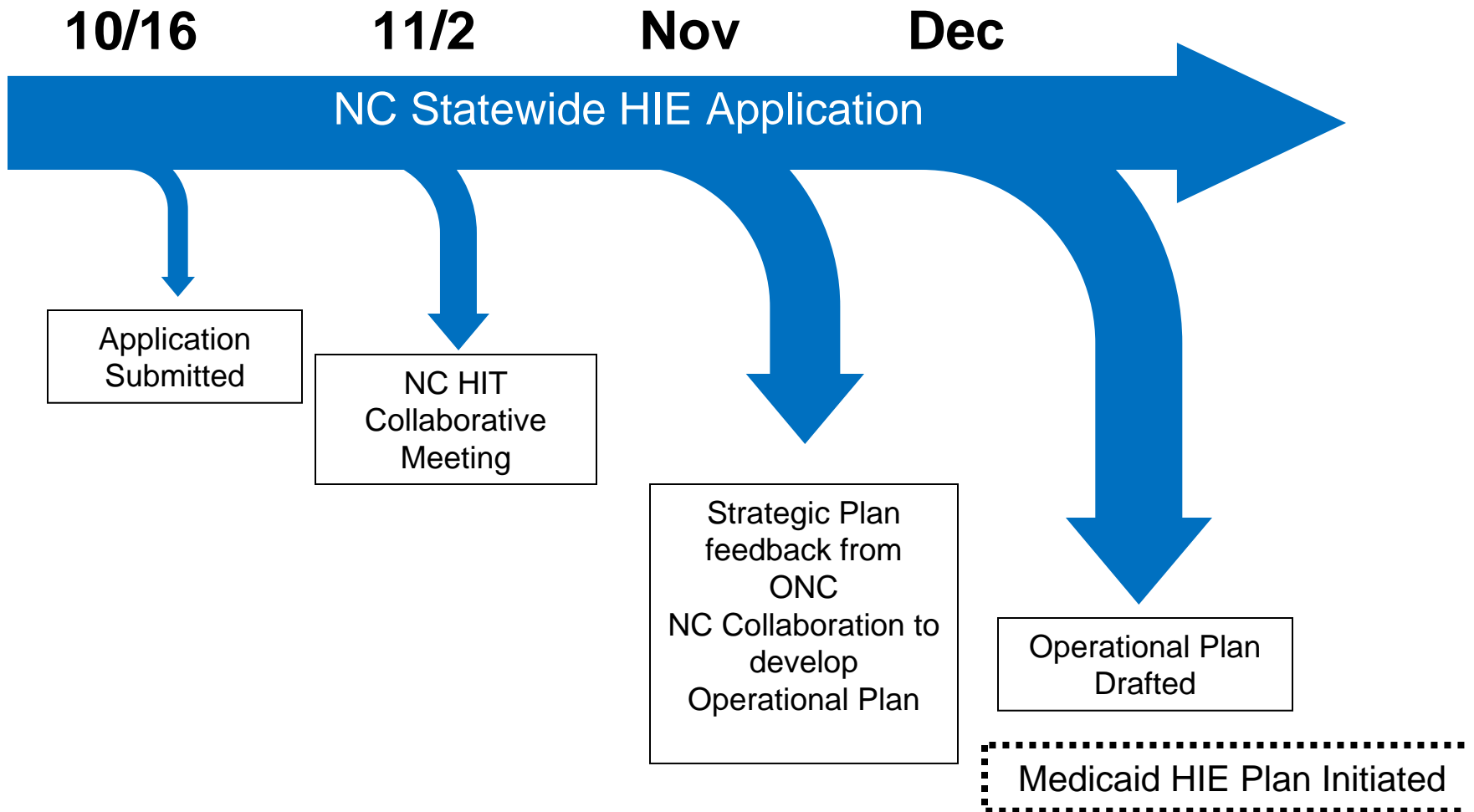
**NCHICA NC HIE Council  
Policy Development Committee**

**October 26, 2009**

## ONC FOA Released Aug. 20<sup>th</sup>

- 3013 – State HIE Cooperative Agreement Program request for application
  - One per state
  - \$12.9 Million is NC target
  - Submitted October 16<sup>th</sup>
  - NC Health and Wellness Trust Fund applied for NC
- 3012 – HIT Regional Extension Centers Program final application due Nov. 3<sup>rd</sup>
  - AHEC leading application team

# Timeline – 3013 HIE Application



## Policy Development Needed Statewide HIE Application (3013)

- The Strategic Plan shall address privacy and security issues related to health information exchange within the state, and between states.
- The plan shall give special **attention to federal and state laws and regulations and adherence to the privacy principles articulated in the HHS Privacy and Security Framework**, and any related guidance.

# Policy Topics Addressed

- Identify and harmonize the federal and state legal and policy requirements for HIE
- Establish a statewide policy framework
- Implement enforcement mechanisms
- Minimize obstacles in data sharing agreements
- Ensure implementation and evaluation of policies and legal agreements needed to guide technical services prioritized by the state

## 3013 Application Activities

<i>Domain</i>	<i>Activity</i>	<i>Activity Description</i>
<b><i>Policy and Legal</i></b>	<i>Development of legal agreements &amp; HIE policies to be used statewide</i>	<ul style="list-style-type: none"> <li>➤ <i>Ongoing policy development by working groups</i></li> <li>➤ <i>Legal fees &amp; staff support for the creation of standard DURSA, Model Participation Agreement and Model Patient Consent agreements</i></li> <li>➤ <i>These documents will then serve as the standard throughout North Carolina</i></li> <li>➤ <i>Technical standards development</i></li> </ul>

## Nationwide Health Information Network

# Data Use and Reciprocal Support Agreement (DURSA)



## Data Use and Reciprocal Support Agreement

- Developed as part of ongoing NHIN activities
  - Test data DURSA – September 2008
  - Initial draft Production DURSA – December 2008
  - *Draft production DURSA – limited production – June 2009*
- Large, multi-stakeholder team assembled
  - Contracts
  - Grants
  - Federal Participants

## Data Use and Reciprocal Support Agreement

- A comprehensive, multi-party trust agreement that will be signed by all eligible entities who wish to exchange data among NHIN Participants
- Requires signatories to abide by common set of terms and conditions that establish Participants' obligations and the trust fabric to support the privacy, confidentiality and security of health data that is exchanged
- Assumes that each participant has trust relationships in place with its agents, employees and data connections (end users, systems, data suppliers, networks, etc.)

## DURSA Components

- Multiparty Agreement
- Privacy & Security (HIPAA plus)
- Participants' Trust Agreements
- Permitted Purposes
  - TPO, Meaningful Use, Quality Reporting & Public Health
- Duty to Respond
- Future Use of Data & Breach Notification
- Local Autonomy & Disclosing Entity Responsibility
- NHIN Coordinating Committee
- Mandatory Dispute Resolution
- Applicable Law

## Requests for Data Based on Permitted Purposes

- Participant's end users may only request data through the NHIN for "Permitted Purposes," which include:
  - treatment, payment, limited health care operations with respect to the patient that is the subject of the data request,
  - specific public health activities,
  - quality reporting for "meaningful use" and,
  - disclosures based on an authorization from the individual.

## Allocation of Liability Risk

- With respect to liability, the DURSA memorializes the Participant's understanding that each Participant is responsible for its own acts or omissions.

## Applicable Law

- The DURSA reaffirms each Participant's obligation to comply with "Applicable Law."
- As defined in the DURSA, "Applicable Law" is the law of the jurisdiction in which the Participant operates.
  - For non-Federal Participants, this means the law in the state(s) in which the Participant operates and any applicable Federal law.
  - For Federal Participants, this means applicable Federal law.

## NHIN Coordinating Committee

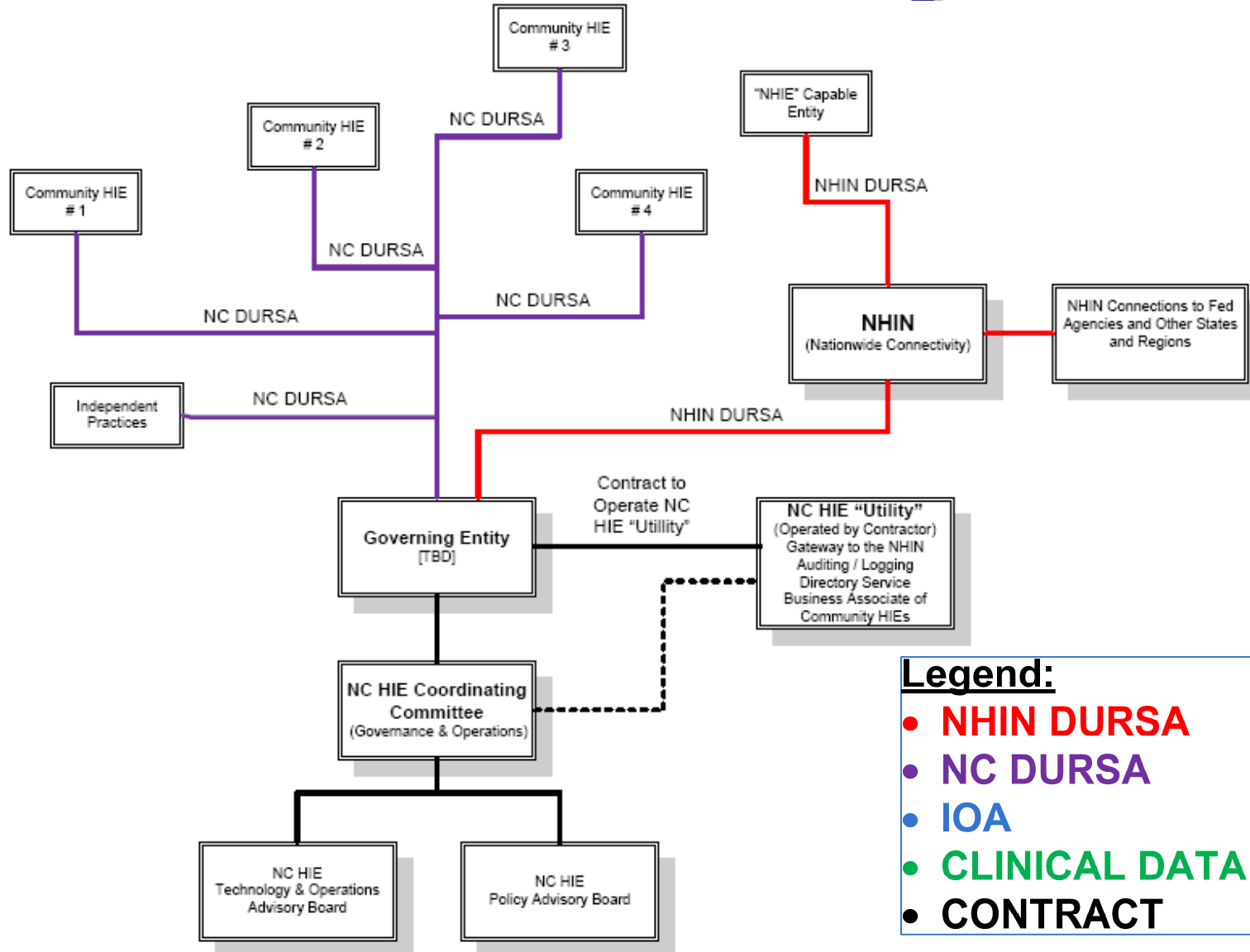
- The NHIN Coordinating Committee will be responsible for accomplishing the necessary planning, consensus building, and consistent approaches to developing, implementing and operating the NHIN, including playing a key role in the following:
  - NHIN breach notification
  - Dispute resolution
  - Participant membership, suspension and termination;
  - NHIN operating policies and procedures; and,
  - Informing the NHIN Technical Board when proposed changes for interface specifications have a material impact on Participants.
- Developed as interim approach as part of NHIN option year contracts and grants for production pilots.

## NHIN Technical Committee

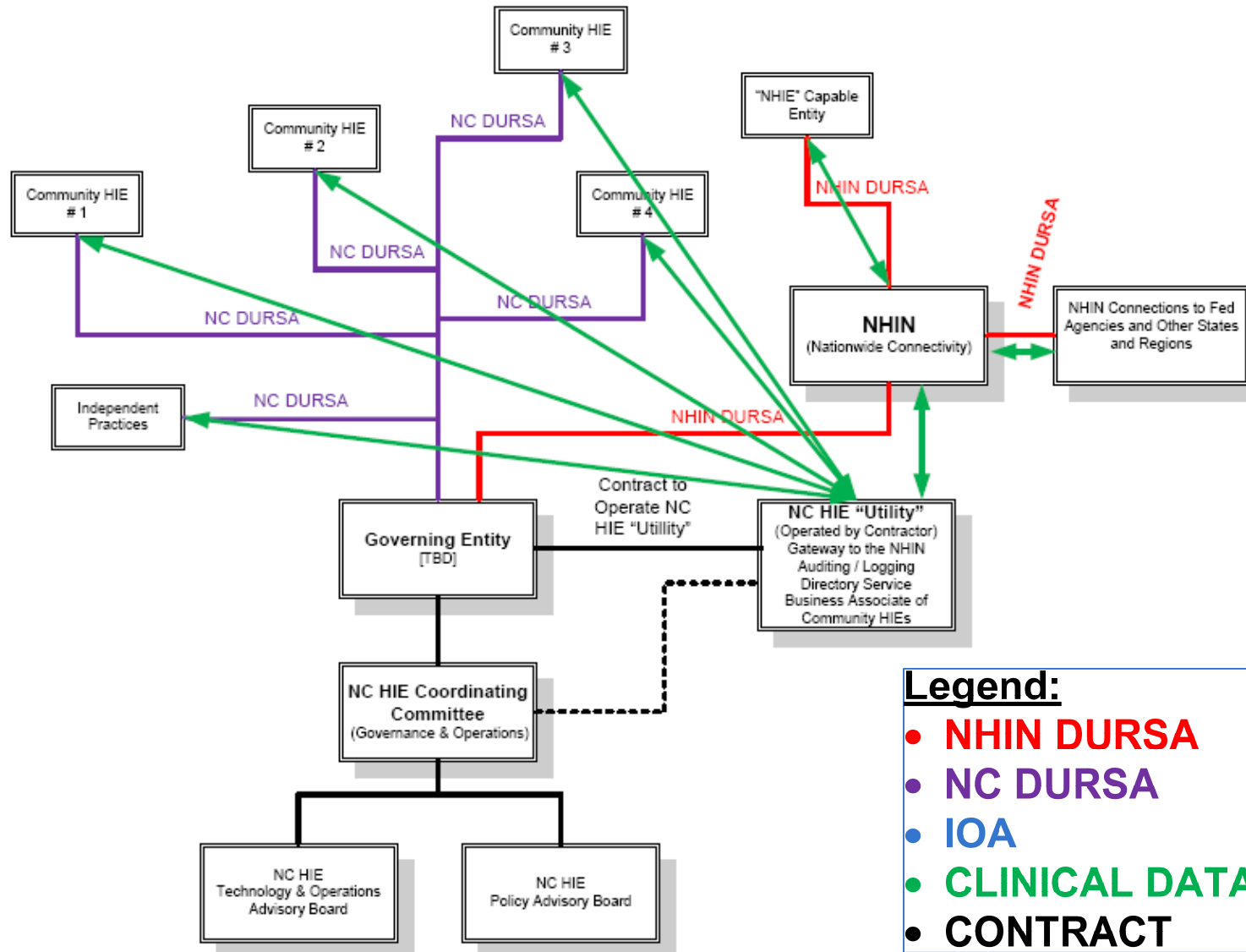
- The NHIN Technical Committee will be responsible for determining priorities for the NHIN and creating and adopting specifications and test approaches.
- The NHIN Technical Committee will work closely with the NHIN Coordinating Committee to assess the impact that changes to the specifications and test approaches may have on Participants.

# Potential NC HIE Configuration: Policy & Clinical Data Flow

# Potential NC HIE Configuration



# Potential NC HIE Configuration





# Potential NC HIE Configuration

