

WINCHESTER HIGHLAND MANAGEMENT, LLC.

# eLINC HIE Policies and Procedures

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## HIE Policies and Operating Procedures

**Winchester Highland Management, LLC.**

**6/18/2014**

This document establishes the policies and procedures applicable to eLINC HIE participating organization and Authorized users. It defines the rules and procedures for authorization, authentication, access, audit, and breach notification.

# **e-LINC HIE Policies and Procedures**

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## **A. Definitions.**

All capitalized terms used in this Agreement shall have definitions in the Participation Agreement and Exhibits, unless otherwise provided herein.

1. **“Business Associate”** shall mean any person that is a business associate of a Covered Entity Participant under 45 CFR § 160.103. HM acts as a Business Associate pursuant to this Agreement when it, (i) on behalf of a Covered Entity Participant, performs or assists in the performance of any function or activity involving the disclosure of Protected Health Information, or any other function or activity regulated by the HIPAA Regulations, or (ii) provides consulting, data aggregation (as defined in 45 CFR § 164.501), management, administrative, or other services to or for a Covered Entity Participant, where the provision of the service involves the disclosure of Protected Health Information from such Covered Entity Participant, or from another business associate of the Covered Entity Participant to the Business Associate.
2. **“Provider Directory”** shall mean a database accessible to the Participant and its Authorized Users containing email addresses of the other eLINC Participants and their Authorized Users, attributes of each Participating Entity and Authorized Users, and the Participating Entity of which each Authorized User is associated. The purpose of the Provider Directory is for locating a user/entity with whom the Participant or its Authorized User desires to have email communication.
3. **“IHE Folder integration”** shall provide eLINC Participant access to Patient Information in the eLINC HIE directly in their office EMR system with no manual authentication into the eLINC HIE Portal.

## **B. Scope**

1. The policies and procedures described in this document (eLINC HIE Policies and Procedures) apply to all organizations and individuals using eLINC HIE services. The document includes a full range of privacy and security policies for interoperable health information exchange including but not limited to: Authorization, authentication, access, audit, and breach notification. These policies and procedures are adopted by Winchester Highland Management, LLC. (“HM”) with the intent to ensure the eLINC HIE services are used in an effective, efficient, ethical, and lawful manner.

## **C. Acceptance of Terms**

1. Use of the eLINC HIE Portal and Services constitutes acceptance of, and agreement to abide by, all the requirements in these eLINC HIE Policies and Procedures.

## **D. Incorporation by Reference**

1. All the provisions of these Policies and Procedures are incorporated by reference into eLINC Data Participation Agreement and Exhibits thereto. All capitalized terms used in this Agreement shall have definitions in the Participation Agreement and Exhibits, unless otherwise provided herein.

## **E. Who Must Comply with the eLINC HIE Policies and Procedures?**

1. All eLINC Participants that have signed a Data Participation Agreement (“Agreement”) and wish to participate in the eLINC HIE, must comply with these eLINC HIE Policies and Procedures.
2. An eLINC Participant or its Authorized Users’ failure to comply with these eLINC HIE Policies and Procedures stated below constitutes a breach of the Agreement and may result in termination of the Agreement, denial of access to the eLINC System, or other sanctions as may be designated in the Agreement and in these eLINC HIE Policies and Procedures.
3. All the eLINC Authorized Users of an eLINC Participant must comply with the provisions of these eLINC HIE Policies and Procedures.

## **F. Permitted Purposes for eLINC Direct Secure Messaging Service**

1. Participant shall use the Direct Secure Messaging Service to send and receive Patient Information only for the purposes set forth below. Participant shall also ensure that its Authorized Users use the Direct Secure Messaging Service to send and receive Patient Information only for the purposes set forth below.
  - a. **Treatment.** Treatment of the individual who is the subject of the Patient Information requested or received by Authorized User.
  - b. **Payment.** Obtaining payment for health care services provided to an individual who is the subject of the Patient Information requested or received by Authorized User.
  - c. **Health Care Operations.** Health Care Operations provided that

- i. the requesting Authorized User has an established Treatment relationship with the individual who is the subject of the Patient Information;
  - ii. the purpose of the request is for those Health Care Operations listed in the definition of Health Care Operations in 45 CFR § 164.501 or health care fraud and abuse detection with respect to use of the eLINC HIE Portal and/or eLINC Direct Secure Messaging Service, or compliance with the eLINC HIE Policies and Procedures;
  - iii. and the Authorized User is requesting/accessing Patient Information for its own use. Participant shall only use the Minimum Necessary Patient Information for such Health Care Operations purposes.
- d. **Public Health.** Public Health activities and reporting, but only to the extent permitted by all applicable statutes, rules and regulations of the Commonwealth of Massachusetts, as well as all applicable federal statutes, rules, and regulations.
  - e. **Reporting on Clinical Quality Measures.** Reporting on such clinical quality measures such other measures to demonstrate “meaningful use,” as specified in regulations promulgated by the Department of Health and Human Services under the American Recovery and Reinvestment Act of 2009, Sections 4101 and 4102, or other payer incentive or accreditation programs but only to the extent permitted by all applicable statutes, rules and regulations of the Commonwealth of Massachusetts, as well as all applicable federal statutes, rules, and regulations.
  - f. **Other Uses.** Use as otherwise set forth in the eLINC Data Participation Agreement or in eLINC HIE Policies and Procedures.

## **G. Process for amending the eLINC HIE Policies and Procedures**

1. HM may implement any new eLINC HIE Policies and Procedures, or amend, repeal and replace any existing eLINC HIE Policies and Procedures, at any time by providing all eLINC Participants with notice of the change at least thirty days prior to the effective date of the change. Such notice will be provided on the eLINC website.
2. Within fifteen days of receiving notice of the change, a Participant may request that HM delay implementation of the change based on unforeseen complications or other good cause. HM shall respond to a request to delay implementation within fourteen (14) days of receiving the request.
3. HM may establish a process for receiving eLINC Participant comments on material changes, at HM’s discretion.

## **H. Authorization**

1. Data is the process of determining whether a particular eLINC Participant and/or its Authorized Users has the right to access Patient Information via the System.
2. Authorization is based on role-based access standards that take into account an individual’s job function and the information needed to successfully carry out a role within the Participant.
3. This Section sets forth minimum requirements that Participants shall follow when establishing role-based access standards and authorizing individuals to access information about a patient via the System. They are designed to limit exchange of information to the Minimum Necessary for accomplishing the intended purpose of the exchange, thereby allowing patients to have confidence in the privacy of their health information as it moves among eLINC Participants.
4. Role-Based Access Standards
  - a. Participants shall establish and implement policies and procedures that:
    - i. Establish categories of eLINC Authorized Users;
    - ii. Define the purposes for which eLINC Authorized Users in those categories may access Patient Information via the System, consistent with the limitations set forth in the eLINC Data Participation Agreement; and
    - iii. Define the types of Patient Information that eLINC Authorized Users within such categories may access (e.g., demographic data only, clinical data).
5. The purposes for which an eLINC Authorized User may access information via the eLINC System and the types of information an eLINC Authorized User may access shall be based, at a minimum, on the eLINC Authorized User’s job function and relationship to the patient.

## **I. Authentication**

1. Authentication is the process of verifying that an eLINC Authorized User who has been authorized and is seeking to access information via the eLINC System is who he or she claims to be. This is accomplished by providing proof of identity.
2. This Section sets forth minimum requirements that eLINC Participants shall follow when authenticating eLINC Authorized Users prior to allowing them to access information via the eLINC System.
3. These Policies and Procedures represent an important technical security safeguard for protecting a patient’s information from various internal and external risks, including Unauthorized access.
4. Obligation to Authorize and Authenticate Identity of eLINC Authorized Users Prior to Access
  - a. The Participant’s Organizational Liaison or Point of Contact is responsible for authorizing and authenticating Participant’s eLINC Authorized Users.
  - b. The process of authorizing and authenticating eLINC Authorized Users must include verifying the identity of the

individual, his/her affiliation with the eLINC Participant and functional role with the Participant, and whether it is appropriate for the individual to send or receive Patient Information using the eLINC System.

- c. The Organizational Liaison or designated Point of Contact will attest to performing these functions and must inform HM whether an individual is approved for a Direct Secure Messaging account in order for HM to establish an eLINC Authorized User account. The Organizational Liaison or designated Point of Contact must inform HM if at any point an eLINC Authorized User's approval has been or should be revoked, in accordance with the procedures set forth in Section title "Termination of Access and Other Sanctions".

### **J. Access**

1. Access controls govern when and how a patient's information may be accessed by eLINC Authorized Users. This Section sets forth minimum controls eLINC Participants shall implement to ensure that:
  - a. Only eLINC Authorized Users access information via the eLINC System;
  - b. They do so only in accordance with the requirements (specified herein) that limit their access to specified information (e.g., that which is relevant to a patient's Treatment). These access policies are designed to minimize Unauthorized access and ensure that Patient Information is used for authorized purposes.
2. HM requires that each eLINC Participant enter into an eLINC Data Participation Agreement or substantially similar agreement prior to being granted access to and use of the eLINC System.
  - a. There are four (4) levels of eLINC Organizational participation. eLINC Participant may select one of the levels of eLINC HIE participation listed below.
    - i. Silver:
      - a. eLINC Authorized User Access
      - b. eLINC HIE Secure Direct Messaging Service
      - c. Participating Organization contributes patient, visit or encounter summary information in HL7 version 2.31 - 2.51 to the eLINC HIE.
    - ii. Gold:
      - a. eLINC Authorized User Access
      - b. eLINC HIE Secure Direct Messaging Service
      - c. Participating Organization contributes the following information in HL7 Continuity of Care Document (CCD)
      - d. eLINC Single Sign-On and Patient Context Integration
    - iii. Platinum:
      - a. eLINC Authorized User Access
      - b. eLINC HIE Secure Direct Messaging Service
      - c. Participating Organization contributes the following information in HL7 Continuity of Care Document (CCD)
      - d. eLINC SSO and Patient Context Integration
      - e. IHE Folder integration with eLINC HIE via Medicity Web Services
3. eLINC Authorized Users
  - a. eLINC Participant shall be responsible for facilitating eLINC Authorized Users' access to the eLINC System.
  - b. eLINC Participant will identify individuals within its organization that need access to the eLINC System to carry out their professional responsibilities. This may include, but are not limited to, health care providers, employees, staff, contractors, or agents of Participant.
  - c. eLINC Participant will identify an individual responsible for granting access to eLINC Authorized Users, including requiring that eLINC Authorized Users sign an eLINC Authorized User Agreement and take the steps necessary to obtain a user name and password.
  - d. eLINC Participant may request that each Affiliate designate an individual responsible for managing all eLINC Authorized Users affiliated with the Affiliate.
  - e. eLINC Authorized Users shall be informed of the individual point of contact within eLINC Participant or the Affiliate responsible for all questions, training, and to whom reports of any potential Unauthorized access shall be made. This contact information shall be readily available to all eLINC Authorized Users within the eLINC Participant organization.
4. Access Specifications
  - a. HM shall provide each eLINC Authorized User with a unique eLINC System user name and the ability to select a unique password to access Patient Information via the System.
  - b. eLINC Authorized Users shall be authenticated in accordance with the provisions of Section I.
  - c. Group or temporary user names shall be prohibited.
  - d. eLINC Authorized Users shall be prohibited from sharing their user names and/or passwords with others and from using the user names and/or passwords of others.
5. Authorized Purposes
  - a. eLINC Participants shall permit eLINC Authorized Users to access Patient Information via the eLINC System only for

purposes consistent with the eLINC Data Participant Agreement, these eLINC HIE Policies and Procedures, and the eLINC Authorized User Agreement.

6. Access Limited to Minimum Necessary Information
  - a. eLINC Participants shall ensure that reasonable efforts are made, except in the case of access for Treatment, to limit the information accessed via the eLINC System to the minimum amount necessary to accomplish the intended purpose for which the information is accessed.
  - b. The access controls set forth above will only be effective if:
    - i. eLINC Participant is compliant with Information Privacy and Protection Laws and has appropriate privacy and security policies and procedures in place;
    - ii. eLINC Authorized Users understand the eLINC HIE Policies and Procedures, and
    - iii. eLINC Authorized Users understand their responsibilities to comply with both the eLINC Participant's policies and procedures and these eLINC HIE Policies and Procedures.

### **K. Training**

1. HM will provide training materials for eLINC Participant use in training eLINC Authorized Users in the technical aspects of use of the eLINC System.
2. eLINC Participants shall provide on-site training, web-based training, or comparable training tools to ensure that eLINC Authorized Users are familiar with these eLINC HIE Policies and Procedures governing access to information via the eLINC System.
3. Training may be provided in conjunction with eLINC Participant's regular HIPAA training activities.
4. eLINC Participants shall ensure that each eLINC Authorized User undergoes the training specified in section.
5. eLINC Participants shall ensure that each eLINC Authorized User signs a certification that he or she has received training and will comply with the eLINC HIE Policies and Procedures and the eLINC Authorized User License Agreement, and with eLINC Participant's own privacy and security policies and procedures prior to the Authorized User's first use of the eLINC System. Such certification shall be retained by eLINC Participants for at least six years.
6. eLINC Participants may, but shall not be required to, ensure that each eLINC Authorized User undergo continuing and/or refresher training on a periodic basis as a condition of maintaining Authorization to access Patient Information via the System. At a minimum, Participant will provide updated training for any eLINC service for which eLINC Participant enters into a new Service Level Attachment with HM.

### **L. Termination of Access and Other Sanctions**

1. eLINC Participants shall develop policies and procedures to terminate the access of eLINC Authorized Users and/or to impose sanctions as necessary.
2. eLINC Participants shall ensure that an eLINC Authorized User's access to the eLINC System is terminated in the following situations and in accordance with the processes described:
  - a. Immediately or as promptly as reasonably practicable but in any event within one business day of termination of a Participant's eLINC Data Participation Agreement with the HM;
  - b. Immediately following an eLINC Authorized User's breach of the eLINC Authorized User Agreement; and/or
  - c. Immediately or as promptly as reasonably practicable but in any event within one business day of notification of termination of an eLINC Authorized User's employment or affiliation with eLINC Participant.
3. eLINC Participants shall notify HM immediately via email upon termination of an eLINC Authorized User's access to the eLINC System.

### **M. Audit**

1. Audits are useful oversight tools for recording and examining access to information through the eLINC System (e.g., who accessed what data and when) and are necessary for verifying compliance with access controls, like those specified in Section J, developed to prevent/limit inappropriate access to information.
2. This Section M sets forth minimum requirement that eLINC Participants shall follow for audits regarding access to health information via the eLINC System.
3. HM (or a Third Party engaged by HM) may audit eLINC Authorized Users or eLINC Participants on a periodic basis. The purpose of these audits will be to confirm compliance with and proper use of the eLINC System in accordance with this Agreement and the eLINC HIE Policies and Procedures.
4. Conduct of Audits
  - a. Audits will take place during normal business hours and at mutually agreeable times and shall be limited to such records, personnel and other resources of eLINC Participant as are necessary to determine proper use of the eLINC System, compliance with this Agreement, or the eLINC HIE Policies and Procedures, or to comply with applicable state or federal requirements.
  - b. Such audits will be performed at the expense of HM, and in a manner designed to reasonably minimize interference

with eLINC Participant's day-to-day operations.

## **N. Breach**

1. This Section N sets forth minimum standards HM and eLINC Participants shall follow in the event of a breach. These standards are designed to hold violators accountable for violations, assure patients about the HIE's commitment to privacy, and mitigate any harm that privacy violations may cause.
2. Obligation of eLINC Participants to Report Actual or Suspected Breaches to HM
  - a. Participants shall notify the HM in the event that a Participant becomes aware of any actual or suspected Breach of Unsecured Protected Health Information, as defined by the HIPAA Rules, accessed via the System.
  - b. Notification shall be made in the most expedient time possible and without unreasonable delay.
  - c. Notification shall be made in writing.
3. Responsibilities of eLINC Participant
  - a. eLINC Participant shall be required to develop a Breach Notification Compliance Plan as part of its policies and procedures. The Plan shall provide that, in the event eLINC Participant becomes aware of any actual or suspected Breach of Unsecured Protected Health Information, through any means, eLINC Participant must, at a minimum:
    - i. Notify any Participants whose data is affected by the Breach.
    - ii. In the most expedient time possible and without unreasonable delay, investigate the scope and magnitude of such actual or suspected Breach, and identify the root cause of the Breach.
    - iii. Mitigate to the extent practicable, any harmful effect of such Breach that is known to HM or eLINC Participant. HM's mitigation efforts shall correspond with and be dependent upon their internal risk analyses.
    - iv. Notify the patient and any applicable regulatory agencies as required by and in accordance with applicable federal, state and local laws and regulations, including but not limited to HITECH.
4. Sanctions.
  - a. HM may impose sanctions that apply to eLINC Participants and their eLINC Authorized Users in the event of a Breach of Unsecured Protected Health Information and may impose, or may require its eLINC Participants to impose, such sanctions.
  - b. Sanctions may include but shall not be limited to:
    - i. temporarily restricting an eLINC Authorized User's access to the eLINC System;
    - ii. requiring eLINC Authorized Users to undergo additional training in the use of the eLINC System;
    - iii. terminating the access of an eLINC Authorized User to the eLINC System;
    - iv. or terminating eLINC Participant's participation in the eLINC Health Information Exchange.

## **O. Patient Authorization**

1. eLINC Participants shall be required to obtain a written Authorization from each patient (or the patient's legal representative) prior to transmitting or accessing the information on the eLINC System.
2. Participants shall be required to implement policies and procedures to ensure that that the Authorization status of patients (including patient refusals or revocations of consents) is accurately portrayed in the eLINC HIE System.
3. Prior to obtaining written patient Authorization, Participants will be required to give each patient a written explanation of the health information exchange.
4. The form of the patient Authorization will be provided to Participant by HM and will be available on the eLINC website.

## **P. Use of Minors' Protected Health Information**

1. Pursuant to State law, the following health care information must be kept confidential when a minor consents to his or her own care:
  - a. if the minor is or was married;
  - b. if the minor is a member of the armed services;
  - c. if the minor is living apart from the parent or guardian and is financially independent;
  - d. if the minor reasonably believes herself to be pregnant (but not in regards to an abortion or sterilization);
  - e. if the minor is a parent;
  - f. if the minor reasonably believes he or she has come into contact with a disease defined as a danger to public health (i.e. sexually transmitted disease);
  - g. if the minor consented to emergency treatment; or
  - h. if the minor received mental and behavioral health treatment when he or she was sixteen (16) years of age or older.
2. Federal regulations (Title X) provide that information as to the facts and circumstances relating to the receipt of family planning methods and services to adolescents are to be kept confidential.
3. The underlying principles by which PHI of a minor will be disclosed from the HIE are:
  - a. Follow applicable law regarding disclosure of PHI;
  - b. Respect doctor-patient confidentiality;

- c. Provide authorized health care providers with a complete patient record; and,
- d. Enable and encourage all people, regardless of age, to participate in the HIE.
- 4. For an enrolled individual under the age of twelve (12) years old, a parent or authorized representative may obtain a complete copy of the minor's record from the HIE unless one of the exceptions applies above.
- 5. When enrolling an individual between the ages of twelve (12) and eighteen (18) years old, the parent or authorized representative must be notified that the HIE will disclose the minor's PHI relating to substance abuse, family planning, or mental and behavioral health, if 16 years of age or older, for which the minor consented to treatment only to the minor's authorized health care providers, who will follow their established procedures regarding the disclosure of such information to the minor or the minor's parent or authorized representative. The notification that such information will not be released to a parent or authorized representative must be included on the eLINC Authorization Form.
- 6. In addition to the information set forth above, when enrolling an individual between the ages of 12 and 18 years of age eLINC will not disclose substance abuse or family planning information, or if the minor is between 16 and 18 years of age eLINC will not disclose mental and/or behavioral health treatment information. If the minor is between 12 and 18 years of age, or if the minor is or was married, is a member of the armed services, is living apart from the parent or guardian and is financially independent, or reasonably believes herself to be pregnant (but not in regards to an abortion or sterilization), is a parent him/herself, reasonably believes he or she has come into contact with a disease defined as a danger to public health (i.e. sexually transmitted disease), or if the minor received and consented to emergency treatment, eLINC will only disclose such information to the minor or the minor's authorized health care providers. The notification that such information will not be released to a parent or authorized representative must be included on the HIE Enrollment and Authorization form.
- 7. If a parent or guardian requests a minors' information and the information falls under one of the exceptions above, to the extent possible, the disclosed information will not suggest that data has been withheld.
- 8. In determining what data to disclose in accordance with this Policy and applicable State and/or Federal law, consultation with a health care professional who is qualified to make the determination of which information to disclose to the parent or authorized representative is required. Whenever feasible, the primary professional, as identified in the medical record, must be consulted before disclosing the information.
- 9. A copy of the disseminated information must be maintained in accordance the law.

## **Q. Business Associate Agreement**

- 1. HM shall be considered a Business Associate of the Participants and shall enter into Business Associate Agreements with each of the Participants.
- 2. The form of the Business Associate Agreement will be the form attached as an Exhibit to the Data Participation Agreement.
- 3. HM will be required to comply with the terms of the Business Associate Agreement, including requirements to ensure in writing, that all of its vendors and subcontractors comply with the HIPAA Business Associate requirements.

## **R. Miscellaneous**

- 1. This section Q addresses miscellaneous topics pertaining to the operation and administration of the Health Information Exchange program.
- 2. Notification of New Participants
  - a. The Provider Directory will contain a listing of all eLINC Participants that are participating in the eLINC HIE. HM will notify eLINC Participants of new eLINC Participants by updating the eLINC Provider Directory in a timely manner when new eLINC Participants are accepted into the eLINC HIE.
  - b. The eLINC Provider Directory is available to eLINC Authorized Users via the program web site.
- 3. eLINC HIE Policies and Procedures
  - a. eLINC Participant shall review and require each of its eLINC Authorized Users to review, the eLINC HIE Policies and Procedures.