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## **Florida Health Information Exchange Subscription Agreement for Event Notification Service**

This Subscription Agreement is a multi-party agreement by and between the undersigned vendor, Harris Corporation, under contract with the Agency for Health Care Administration (“AHCA”) for statewide health information exchange services (“Vendor”), and the other undersigned party (hereinafter referred to individually as “Participant”) acting as a data source or recipient of data and other Participants who have executed the same Subscription Agreement to subscribe to this Event Notification Service. The Florida Health Information Exchange General Participation Terms and Conditions attached hereto are hereby incorporated by reference (hereinafter “General Terms and Conditions”). This Subscription Agreement, any exhibits, attachments, or amendments thereto, and the incorporated General Terms and Conditions, are hereinafter referred to as either “Subscription Agreement” or “Agreement.”

### WITNESSETH:

WHEREAS, AHCA has engaged Vendor to facilitate said exchange and use as directed in the State of Florida 2010-2011 General Appropriations Act, Specific Appropriation 156A;

WHEREAS, the purpose of the Event Notification Service is to support coordination of care activities and to enable health plans to engage members’ primary care providers which will be sent the encounter alerts for patients under their care; and

WHEREAS, Participant desires to subscribe to and utilize the Event Notification Service offered by Vendor, and Vendor agrees to provide such service;

NOW THEREFORE, for and in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree to the following additional terms:

1. **Definitions:** All definitions in the General Terms and Conditions apply to this Subscription Agreement for Event Notification Service, and the following additional definitions also apply to this Subscription Agreement for Event Notification Service:
  - a. **Event Notification Service (ENS)** shall mean the service provided by Vendor on the Network wherein the Participant may receive information and/or Health Data on an Individual from other Participants acting as a data source through the Network.
  - b. **Alert Message** shall mean the specific Health Data delivered by the ENS.
  - c. **Encounter Data** shall mean specific Health Data made available by Participants for matching with individuals in the Panel to enable creation of the Alert Message.
  - d. **Panel** shall mean a listing of patients or members with identifying information to be used in matching to the Encounter Data received from Participants.

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2. **Permitted Purposes for this Event Notification Service:** Participant may use Health Data received by it from other Participants only for the following purposes (and the other Permitted Purposes in the General Terms and Conditions):
  - a. **Treatment.** Treatment of the Individual who is the subject of the Protected Health Information (“PHI”) received by the Participant or Participant User.
  - b. **Health Care Operations.** Health Care Operations as defined in 45 CFR 164.501 and provided that the Participant or Participant User is receiving the PHI for their own use. Participant shall only use the Minimum Necessary PHI for such Health Care Operations purposes.
  - c. **Public Health.** Public Health activities and reporting to the extent permitted by Applicable Law.
  - d. **Payment.** Payment as defined in 45 CFR 164.501 and permitted by Applicable Law.
  - e. **Meaningful Use.** Any purpose to demonstrate meaningful use of certified electronic health record technology and the purpose is permitted by Applicable Law, including but not limited to the HIPAA regulations. “Meaningful use of certified electronic health record technology” shall have the meaning assigned to it in the regulations promulgated by the Department of Health and Human Services.
  - f. **Other.** Any release or use of Health Data permitted by Applicable Law and consistent with any limitations set forth in the Florida Health Information Exchange General Terms and Conditions.
3. **Responsibilities of Participants:**
  - a. **Compliance with General Terms and Conditions.** Participant agrees to comply with the General Participation Terms and Conditions which are incorporated by reference. Failure to comply with the General Terms and Conditions shall be grounds for suspension or termination of this Subscription Agreement.
  - b. **Network Operating Policies and Technical Requirements for ENS.** All Participants agree and are required to meet and comply with the Network Operating Policies and Technical Requirements for this Event Notification Service Agreement listed in *Attachment A* hereto.
4. **Vendor Responsibilities:**
  - a. Vendor will provide the Event Notification Service by performing a matching of data received from Participants acting as a data source and delivery of the Alert Messages to the appropriate recipient and a copy to the Participant that provided the Encounter Data. The messages will be delivered using secure file transfer protocol (sFTP), the

**Comment [VB1]:** From Harris: The alert is not always sent to the Participant, only when the participant requests to receive the alerts

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Florida Health Information Exchange Direct Messaging Service, or another means of secure delivery as mutually agreed by the parties to this Agreement.

- b. Vendor will provide the Service Levels for availability of Event Notification Service response time and help desk response times specified in the Vendor's contract with AHCA.
  - c. Unless required by law, Vendor will not disclose to any third party audit trail data which will collectively and individually be considered a trade secret in accordance with Section 812.081, Florida Statutes. Vendor will retain the audit trail data of transactions for a terminated Participant for eight (8) years. In the event of termination of AHCA's contract with the Vendor, the Vendor will transfer the audit trail data to AHCA's current Vendor.
  - d. Vendor will maintain the confidentiality of the patient or member Panels received from Participants, and will not use the Panel for any purpose not expressly permitted by the Participant.
  - e. Vendor will maintain the confidentiality of the Encounter Data received from Participants acting as a data source, destroying the data immediately after use by the Vendor.
  - f. Vendor's role is to facilitate the exchange of Health Data through the operation of the Network, in accordance with Vendor's agreement with AHCA and as provided in this Subscription Agreement. Vendor has no role in verifying the accuracy of Health Data received from Participants or verifying whether a Participant, Participant User, or other individuals designated by Participant to receive Alert Messages are authorized to send, receive, use or disclose particular information and/or Health Data. Vendor will not collect information from the content of Alert Messages.
5. **Fees:** Participant recipients of Alert Messages are charged an annual fee by the Vendor which may be billed quarterly as determined by the Vendor, subject to AHCA approval. The fee may be changed upon ninety (90) days written notice to Participants except for a fee reduction which can go into effect immediately upon AHCA approval. The fee schedule is displayed in Exhibit 1.
6. **Term and Termination:** This Agreement will continue until and unless the Vendor or Participant terminates this agreement. Such termination may be effected as provided for in the General Terms and Conditions, or additionally, the Vendor may terminate this Agreement without cause by providing the Participant with at least thirty (30) days prior written notice.
7. **Miscellaneous:** If a provision of this Subscription Agreement conflicts with a provision in the General Terms and Conditions, the provision of this Subscription Agreement controls. Notices under this Agreement shall be given to the parties' respective email or physical address listed in **Attachment B** to this Subscription Agreement.

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8. **Effective Date of this Subscription Agreement:** This Subscription Agreement and the General Terms and Conditions become effective when fully executed. This Agreement supersedes any former agreement for the Event Notification Service.

IN WITNESS WHEREOF, this Subscription Agreement has been entered into and executed by officials duly authorized to bind their respective parties.

Vendor

**Harris Corporation**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Participant acting as Data Source

**Entity Name:** \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Participant acting as Recipient of Data

**Entity Name:** \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Attachment A**

**Network Operating Policies and Technical Requirements Specific to the Event Notification Service**

In addition to the other provisions in this Subscription Agreement (including the General Terms and Conditions), all Participants agree and are required to meet and comply at all times with the following Network Operating Policies and Technical Requirements for this Event Notification Service Agreement:

1. Delivery of Encounter Data. Participants acting as a data source will cooperate with the Vendor to establish a mechanism by which Encounter Data may be transmitted to the Vendor. The Encounter Data shall contain discharge data including hospitalizations and emergency department visits with sufficient information to permit the Vendor to match the patient with the individuals listed in the Panels submitted by Participants. The Encounter Data may include observation visits, urgent care visits and admissions data as elected by the data source. Participants acting as a data source shall filter restricted self-pay Encounter Data in compliance with 45 CFR § 164.522(a)(1)(vi) data and data subject to 42 CFR Part 2 which must be excluded. In order to assure that restricted data is filtered, all self-pay Encounter Data may be excluded by the data source.
2. Delivery of Panels. Participant recipients of data shall provide a Panel of members or patients to Vendor consistent with templates that the Vendor shall provide to Participant. Thereafter, the Participant will provide Vendor with updates to the Panel as appropriate. To include a member or patient in the panel, the Participant must have written appropriate authorization from the patient or member to access of use their health information, including explicit authorization to access information or use about certain sensitive conditions for treatment or other permitted purposes, if applicable.
3. Delivery of Alert Messages. Participants are responsible for identifying their Participant Users or other individuals to receive Alert Messages. Participant recipients are responsible for assuring that the individuals receiving the Alert Messages have patient authorization to access and use the data required by applicable law.
4. Forwarding Alert Messages. Participant recipients that are health plans or accountable care organizations of a health plan will make a good faith effort to forward the Alert Message to the appropriate primary care provider of a member as soon as reasonably practicable upon receipt in a manner consistent with applicable law.
5. Acknowledgement. Participant recipients that are health plans acknowledge that data sources receive a copy of Alert Messages sent to the health plan and thereby agree to accept copies of the Alerts Messages received by a data source as confirmation of alert receipt by the health plan.

**Comment [VB2]:** From Harris: Are we spot checking any authorizations? Similar to what can be completed with FairWarning®, which spot checks as defined by the node, should we have an ENS Privacy Manager to spot check subscriber panels?

**Comment [VB3]:** From Harris: Would the sensitive condition information come from the alert?

**Comment [VB4]:** Carolyn's comment #2

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6. Maintenance of Records. Participants are responsible for maintaining records for Accounting of Disclosures, public records, if applicable, records discovery, or any other purposes required by Applicable Law or the policies of the Participant. Any vendor support for the retrieval of records or other record handling requested or caused by the Participant will be subject to a fee to be paid by the Participant to the Vendor.

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**Attachment B**

**Addresses for Notice**

For notices to Participant, use:

Attention: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

For notices to Vendor, use:

Harris Corporation  
1025 West NASA Boulevard  
Melbourne, Florida 32919  
ATTN: General Counsel

For notices to AHCA, use:

Attention: Heidi Fox, Health Information Exchange Project Director  
Agency for Health Care Administration  
2727 Mahan Drive, Mail Stop 16  
Tallahassee, FL 32308  
Tel: (850) 412-3749

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Exhibit 1  
2015 ENS Fee Schedule\*

Participant organizations are charged as follows:

- Health plans or other participant recipients of data are charged an annual fee of \$75,000 per member panel of 50,000 members or less and \$25,000 per each additional member panel of up to 100,000 members
- There are no fees to Participants acting solely as a data source

\*Fees are subject to change upon ninety (90) days written notice to Participants.