

MICHIGAN HEALTH INFORMATION NETWORK SHARED SERVICES

Use Case Exhibit

Use Case Name: Electronic Consent Management Service

This Use Case Exhibit (“UCE”) is effective and binding upon the undersigned Participating Organization (“PO”) and subject to the Master Use Case Agreement and Data Sharing Agreement (the “Agreement”) between PO and HIN as of the last date in the signature block hereto. HIN and PO are referred to herein collectively as “Parties” and individually as a “Party.”

1. Purpose. The purpose of this Exhibit is to define PO and HIN roles and responsibilities for PO for sending, finding, and receiving, and storing consent data for distribution of data containing Specially Protected Information (“SPI”), other data requiring consent verification, for purposes of Treatment, Payment, and Healthcare Operations.

2. Definitions. Capitalized terms used herein and not otherwise defined, shall have the meaning given them in the Master Use Case Agreement and the Data Sharing Agreement.

2.1 **Consent** means an individual’s agreement to allow Participant Organizations to share the individual’s specially protected healthcare data with named recipients in a written consent form (either paper or electronic), compliant with Applicable Laws and Standards.

2.2 **Message Content** means Consent data, inclusive of demographic information and individual preferences for sharing information.

2.3 **Specially Protected Information (SPI)** means information that requires an individual’s Consent before it is shared by the PO.

3. Use Case Details. Message Content pursuant to this UCE may be sent, received, found or used as follows:

3.1. **Primary Use**

3.1.1 HIN will receive Message Content when a form containing Message Content is completed using HIN’s portal or when sender’s third-party consent service has new Message Content to provide.

3.1.2 The Message Content may be used by Health Providers for Treatment, Payment and/or Healthcare Operations consistent with the requirements set forth in HIPAA, 42 CFR Part 2, and other applicable regulations for SPI.

3.2. **Additional Permissible Use**

3.2.1 Message Content may be used such as for resolution of patient matching in support of other HIN Infrastructure Services including but not limited to the Common Key Service (CKS) working in conjunction with the ACRS and related Master Patient Index (MPI) support.

3.2.2 Message Content may be used to notify eligible patients or guardians.

3.2.3 Message Content may be used by HIN to create new ACR records.

3.2.4 The following sections of the MUCA are not permissible uses under this Exhibit: 4.2.7 (“Pilot Activities”).

3.3. Limitations on use Message Content may not be used for marketing purposes. PO may send, receive, find, or use Message Content consistent with the terms herein and as otherwise permitted by the Agreement, *provided, however*, that in no case shall PO share Message Content in a manner inconsistent with this UCE, as applicable.

3.4. Related Use Case Requirements In addition to the Use Cases required under the MUCA, PO must enter into the following Use Cases: Active Care Relationship Service (ACRS), Health Provider Directory (HPD).

4. Service Interruptions. No service interruption variations.

5. Responsibilities of the Parties.

5.1. Responsibilities of the PO as a Sender

5.1.1. The PO shall ensure that Message Content is a Conforming Message and Information about the Health Provider must be valid.

5.1.2. If the PO is a 42 CFR Part 2 Facility, as defined in the regulation, it must complete Exhibit A: Qualified Sharing Organization Agreement of this UCE.

5.2. Responsibility of the PO as a Receiver

5.2.1. PO shall send to HIN any Notices received by PO as necessary (*e.g.*, sending acknowledgment of Message Content from PO).

5.2.2. PO and its PO Participants that receive Message Content shall work with HIN to update and maintain the required information per the ACRS and HD Use Cases.

5.3. Responsibilities of HIN

5.3.1. HIN will receive Message Content from PO.

5.3.2. HIN will perform identity matching utilizing HIN Infrastructure Services.

5.3.3. HIN will provide ability to link consumers with their ACRS.

5.3.4. HIN will store Consent data.

5.3.5. HIN will perform eConsent Check for services where SPI is identified.

5.3.6. HIN may send notification of Consent status to those TDSOs having any non-expired Active Care Relationship with the patient identified in Message Content, provided that HIN shall not send Message Content to any TDSO or their PO Participants that have not updated their ACRS data at least once within the previous ninety (90) days.

5.3.7. HIN may retain all Message Content after receipt in perpetuity, provided that the eConsent Check respects expiration dates defined in Message Content.

5.3.8. HIN shall work with PO and/or its PO Participants who are recipients to receive and process updates per the ACRS Use Case and the HPD Use Case.

6. Other Terms.

6.1 **PO Contacts** Upon executing this UCE the PO shall write legibly the names, email addresses, and phone numbers for its contacts for this Use Case.

6.2 The Message Content sent must come from a Source System.

6.3 Message Content sent to the HIN Infrastructure Services that does not meet the specifications in the Use Case Implementation Guide (“UCIG”) will be responded to with a negative acknowledgement message.

7. Use Case Implementation Guide(s). The Use Case Implementation Guide(s) for this Use Case are provided at <https://mihin.org/implementation-guides/>.

EXHIBIT A

Qualified Service Organization Agreement

This Qualified Service Organization Agreement (“Agreement”) is entered into by and between [Organization Name] and all of its affiliated and controlled healthcare organizations for the benefit its 42 C.F.R. Part 2 facilities, units and providers, and Michigan Health Information Network Shared Services (“Entity”) and applies to all services and relationships between [Organization Name] and Entity with respect to records within the meaning of 42 C.F.R. Part 2.

[Organization Name] and Entity hereby enter into this agreement whereby the Entity agrees to comply with 42 C.F.R. Part 2 in its provision of Health Information Exchange services.

With respect to records within the meaning of 42 C.F.R. Part 2, Entity agrees and acknowledges that:

1. [Organization Name] attests that it is Part 2 Facility within the meaning of 42 C.F.R. Part 2;
2. Entity is acting as a Qualified Services Organization within the meaning of 42 C.F.R. Part 2;
3. in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Entity identifying or otherwise relating to the patients ("protected information" as described in 42 C.F.R. Part 2), it is fully bound by and will comply with the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 142, 160, 162 and 164;
4. if necessary, it will resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and notify the Privacy Officer of [Organization Name];
5. it is using appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
6. it has read and will comply with the provisions of Part 2 and will require all of its employees, agents, and subcontractors, as may be applicable, to comply with the provisions of Part 2 as they relate to information from [Organization Name];
7. this Agreement will continue in effect for the duration of any activities pursuant to which Entity receives, stores, processes, or otherwise deals with patient information of [Organization Name] that is protected by the provisions of Part 2.

Authorized representatives of the parties have executed this as of the last day written below.

[Organization Name]

MiHIN [Entity]

Name: _____
Title: _____
Date: _____

1st Contact Person

Name: _____

Title: _____

Telephone #: _____

Street Address (Suite # if any)

City, State, Zip Code

Email: _____

Fax #: _____

Name: _____
Title: _____
Date: _____

2nd Contact Person

Name: _____

Title: _____

Telephone #: _____

Street Address (Suite # if any)

City, State, Zip Code

Email: _____

Fax #: _____