



Community Health Record Full Terms and Provisions

Children's support of the Community Health Record (CHR) to community practices is possible as long as certain conditions are met. This program has been specifically designed to satisfy these requirements which include the following:

Services

- Any electronic health record (EHR) support Children's provides must be nonmonetary. Support will consist only of items and services in the form of software or information technology and training services, and must be "necessary" and "used predominantly" to create, maintain, transmit, or receive electronic health records.
- The items and services will be provided to an individual or entity engaged in the delivery of health care by Children's, a participant in the Federal health care programs.
- The software must be interoperable at the time it is provided to the recipient. Software is deemed to be interoperable if a certifying body recognized by the Secretary of DHHS has certified the software within no more than 12 months prior to the date it is provided to the recipient. Epic software has been certified interoperable by CCHIT.
- Children's will not take any action to limit or restrict the use, compatibility or interoperability of the items or services with other electronic prescribing or electronic health records system. Children's will not restrict, or take any action to limit, the recipient's right or ability to use the items or services for any patient, regardless of payor status.
- The items and services shall not include staffing the recipient's office and will not be used primarily to conduct personal business or business unrelated to the recipient's clinical practice or clinical operations.
- The EHR software must contain electronic prescribing capability.

Termination of Services

Once executed, the CHR Agreement cannot be terminated by the practice without cause. If Children's terminates the agreement for cause prior to the Kick-Off Meeting, the practice will forfeit the 25% of the portion of the implementation fee required to be paid by the practice to Children's. Damages for termination after the initial Kick-Off Meeting will be governed by the terms of the CHR Agreement.

Regardless of the reason for termination, if termination occurs post-implementation, the practice will receive a copy of its data in an HL7 format or as PDF files. The data entered by the practice while using the CHR service does remain in the Epic electronic medical record database, and will be accessible to the practice and the patients' care team.

Written Agreement

Prior to the provision of items and services, a donation arrangement must be set forth in writing that is signed by the parties that:

- specifies the items and services being provided, Children's cost of those items and services, and the amount of the recipient's contribution; and
- covers all of the EHR items and services to be provided by Children's.

All separate agreements between Children's and the recipient related to the donation must incorporate each other by reference or cross-reference creating a master list of agreements. The master list should be maintained and updated centrally in a manner that preserves the historical records of agreements.

Conditions

- Children's will not shift the costs of the items or services to any Federal healthcare program.
- The transfer of the items and services shall occur, and all conditions shall be satisfied, on or before December 31, 2013.
- The arrangement must not violate the Anti-Kickback Statute or any Federal or state law or regulation governing billing or claims submission.
- Neither the recipient nor the recipient's practice (or any affiliated individual or entity) may make the receipt of items or services, or the amount or nature of the items or services, a condition of doing business with Children's.
- Neither the eligibility of a recipient for the items or services, nor the amount or nature of the items or services, may be determined in a manner that directly takes into account the volume or value of referrals or other business generated between the parties. For the purposes of this paragraph, the determination is deemed not to directly take into account the volume or value of referrals or other business generated between the parties if any one of the following conditions is met:
 - the determination is based on the total number of prescriptions written by the recipient (but not the volume or value of prescriptions dispensed or paid by Children's or billed to a Federal health care program);
 - the determination is based on the size of the recipient's medical practice (for example, total patients, total patient encounters, or total relative value units);
 - the determination is based on total number of hours that the recipient practices medicine;
 - the determination is based on the recipient's overall use of automated technology in his or her medical practice (without specific reference to the use of technology in connection with referrals made to the donor);
 - the determination is based on whether the recipient is a member of Children's medical staff;
 - the determination is based on the level of uncompensated care provided by the recipient; or
 - the determination is made in any reasonable and verifiable manner that does not directly take into account the volume or value of referrals or other business generated between the parties.

Risk and Penalties

FAILURE TO COMPLY WITH THESE KEY PROVISIONS CAN RESULT IN ALL REFERRALS OF HOSPITAL AND OTHER DESIGNATED HEALTH SERVICES BY THE PHYSICIAN OR PHYSICIANS GROUP DURING THE PERIOD OF NON-COMPLIANCE BEING DENIED, PLUS IMPOSITION OF CIVIL MONETARY PENALTIES OF UP TO \$15,000 PER CLAIM AND FALSE CLAIMS LIABILITY FOR UP TO 3 TIMES THE AMOUNT OF THE CLAIMS SUBMITTED.

Data Rights

Ultimately each patient owns his/her own data, and HIPAA dictates how that data can be shared. The intent of this program is to make all of the relevant data for each patient available to his/her health care providers when needed for treatment purposes. To that end, patient health records are shared by design within the program.

- Clinical data is shared by default, and monitoring is in place to detect inappropriate access to patient records (e.g. for VIP children)
- Providers will have the ability to restrict specific information in patient encounter records, such as psychological information
- Requests to access patient data (e.g. research requests) will flow through a governance process managed by Children's.
- Practice data, such as provider schedules, patient schedules, billing data, and claims data, is only viewable by the practice that owns the data – not by other practices, and not by Children's

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