CRISP Reporting Services End User Agreement – Cross-Facility Reports and Protected Health Information

I. Background

CRISP currently has a Participation Agreement with each data-contributing hospital and with all other provider and payer organizations that access data. The Participation Agreements (PAs) include specific provisions governing the use of data and include business associate agreements. This End User Agreement (EUA) is intended to supplement the organization-focused PA by enumerating important protections in the creation and use of cross-facility reports and corresponding protected health information (PHI) – i.e., reports combining visit data for a patient who visited multiple non-affiliated hospitals. This EUA applies to reports made available through CRISP including those based on HSCRC case mix data, Medicare Claim and Claim Line Feed (CCLF) data and other data sources as they become available.

II. Use of Data from Cross-Facility Reports and PHI – End User Attestation

- **I will only use reports made available through CRISP for purposes of care coordination, quality assessment, and quality improvement (or treatment if I am a clinician).**
- **I will not use the reports for marketing or other patient outreach activities not specifically described here as being permitted.**
- **I understand that the reports may be used to identify high utilizers and guide the care coordination effort for these patients and in the planning of proper infrastructure for future care coordination of these patients.**
- **I understand that the purpose of these reports is to supplement my organization's care coordination activities.**
- **I will not use CRISP cross-facility reports except on behalf of my participating organization.**
- **I will not access reports if I become no longer employed/contracted by my participating organization.**
- **I will not release or permit others to release any information that identifies persons, directly or indirectly to any person who is not a member of my organization or to any other entity.**
- **I will not release or publicize or permit others to release or publicize statistics where the number of observations in any given cell of tabulated data is less than or equal to ten (10).**
- **I will acknowledge in all reports based on these data, by direct cite where space and/or publication guidelines permit, or by inclusion in a list of data contributors available upon request that the source is the Health Services Cost Review Commission and CRISP.**
- **I will give notice to HSCRC and CRISP in the event of a breach as described in Section 15.03 in the Participation Agreement.**
- **I will download & store protected health information from CRISP reports to a secure network.**
- **I will include in all reports produced based on these Data that contain 3M Grouper code-level data, the following written notice: "THIS REPORT WAS PRODUCED USING PROPRIETARY COMPUTER SOFTWARE CREATED, OWNED AND LICENSED BY THE 3M COMPANY. FURTHER DISTRIBUTION OF REPORTS THAT CONTAIN PATIENT AND/OR CODE LEVEL DATA IS NOT PERMITTED WITHOUT ADVANCED WRITTEN APPROVAL BY 3M. ALL COPYRIGHTS IN AND TO THE 3M™ SOFTWARE (INCLUDING THE SELECTION, COORDINATION AND ARRANGEMENT OF ALL CODES) ARE OWNED BY 3M. ALL RIGHTS RESERVED."**

III. Further Information

End Users will be permitted to access the cross-facility reports for a patient, inclusive of encounter data for a 36-month period.

Data that has special disclosure requirements under the relevant laws and regulations may be excluded as indicated in the relevant data guides and specifications. For instance, substance abuse treatment encounters may be excluded from the reports. Patients that have opted out of data sharing may also be excluded from the reports.

A more complete explanation of the protections and allowable uses of data CRISP holds on behalf of participants are available in the CRISP Participation Agreement and associated Policy Documents. If unsure as to a use, please contact counsel at your hospital or contact CRISP.

This cross-facility reports End User Agreement is entered into between CRISP and the End User, who is using the system on behalf of a Hospital or Hospital consortium or other permitted entity, which is a CRISP participant and signatory of the CRISP Participation Agreement.

End User Printed Name: _____

End User Title: _____

End User Signature:_____

Using on Behalf of this Hospital/Consortium:_____

Date: _____

To obtain access to Cross-Facility and PHI level Reports, please complete and sign this End User Agreement. Submit it along with a copy of your photo identification card (for example, an employer-issued ID card or a driver's license) to support@crisphealth.org with "CRS – Your Name" in the email subject line or attach to a response of this support email. Note that report access will not be finalized until approved by your organization's authorizing point of contact.