



# Memorandum of Understanding

## Parties and Purpose

This Memorandum of Understanding (“MOU”), dated \_\_\_\_\_ (“Effective Date”), between the \_\_\_\_\_ (“Organization”) and The Chesapeake Regional Information System for our Patients (“CRISP”) (collectively, “Parties”), establishes the basis for the relationship under which both Parties will work together for the purposes of facilitating data exchange to and from the Organization to and from CRISP participants’ through the Health Information Exchange (“HIE”) in accordance with the approved use case ([CRISP-CBO-Policy-7.24.19.pdf \(crisphealth.org\)](#)).

## Scope of Services

CRISP will facilitate the elected services in Exhibits A-D of this MOU (“Services”) to the Organization. CRISP will provide login credentials to the Portal for Organization to access the relevant CRISP tools. As the Organization is not a HIPAA-covered entity, the Organization is not eligible to be a CRISP participant. Therefore, the Organization will provide data to CRISP in accordance with this MOU, but the Organization staff will not have access to any CRISP services or tools with patient identifiable information outside the CRISP tools related to this MOU. Organization shall not have access to any clinical or encounter information from HIPAA-covered entities via CRISP tools or services outside of this MOU. The Organization may have access to aggregate reports.

## Disclosure Agreement/Notice of Privacy Practices

The Organization must provide individuals whose information will be shared with CRISP a clear statement of the Organization’s arrangement with CRISP. The statement must include a link to the CRISP website where the individual can access more information. The statement must also state that individuals may opt-out of CRISP in accordance with operating procedures and state law. Patients shall be given an opportunity to opt-out of any information being shared with CRISP from the Organization. The Organization shall not share any information with CRISP for any patient who has opted-out of the data sharing from the Organization. The Organization agrees to provide, upon request, patient education materials and records of patient opt-out of data sharing to CRISP.

## Data Use Permissions

Client-level data provided to CRISP may be used by CRISP participants for any CRISP permitted purpose, including treatment, care coordination, quality improvement, public health, and research. CRISP will use client-level data provided by Organization to CRISP to communicate relevant patient information to care coordinators, health care providers, payers, and other CRISP users—as permitted by CRISP Policies and Procedures and in compliance with all relevant laws and regulations—through CRISP infrastructure and secure data delivery methods. In addition, CRISP will use information provided by Organization to generate an alert to the referring provider of initial enrollment in the program and then additionally as needed.

## Project Organization

Both Parties will identify a team lead who will manage the initial integration and who will continue to monitor the exchange of data. The team leads will arrange to meet on a regular basis to discuss the initiation of the project and ongoing operational issues.

## Use of Confidential Information; Non-disclosure

Organization acknowledges that in connection with the Services, it will have access to confidential data provided by CRISP. Organization shall not use or disclose any Confidential Information provided by CRISP without the written consent of CRISP, or CRISP's attorney or legal representative, except for the purposes of receiving or rendering Services during the term of the MOU, or when required by law to do so. Notwithstanding any provision of this MOU, however, Organization can disclose Confidential Information to employees and agents ("Data Users") designated by Organization to perform the Services, including, but not limited to Organization attorneys, accountants, and vendors.

The requirements under this MOU to maintain the confidentiality of the Confidential Information will not expire, even after the term of this MOU has ended and/or Organization has ceased performing or receiving Services.

For purposes of this MOU, "Confidential Information" shall mean client contact, response, and applicable information. Confidential Information shall not include information that Organization can demonstrate was (a) already known to Organization at the time of disclosure (b) in the public domain or available to the public (c) made available to Organization by third-parties, or (d) independently developed by Organization.

## Termination

Either Party may terminate this MOU at any time upon minimum of 30 days' written notice to the other Party.

## Effect of Termination

Termination or expiration of this MOU shall automatically terminate all Services hereunder. Within thirty (30) days after the termination or expiration of this MOU, Organization shall return to the CRISP, or at CRISP's direction destroy, and certify to CRISP in writing that the original and all copies, in whole or in part, of the Confidential Information have been returned or destroyed. Any information that CRISP has published in the Portal or InContext may be incorporated into a patient electronic health record. Because it is unfeasible for CRISP to ensure destruction of this information, CRISP is not required to do so.

## Indemnification

The Parties shall indemnify, defend and hold each other and such Party's affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (collectively, the "Indemnified Parties") harmless from and against all claims, costs and expenses (including reasonable attorneys' fees) related to: (i) bodily injury or death caused by a party or its employees or agents; (ii) damage to real or tangible personal property caused by the negligent or intentional act or omission of a

party or its employees or agents; (iii) a party's or its employees' or agents' breach of this MOU or any attachment thereto, including without limitation the confidentiality obligations herein or (iv) violation of any federal or state law or regulation by any act or omission of a Party or its employees or agents. The Parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this MOU which could result in liability or a claim of liability to the other party. Nothing contained in this Section shall bar a claim for contributory negligence.

## Severability

In the event any provision of this MOU is held to be unenforceable for any reason, the unenforceable part thereof shall not affect the remainder of this MOU, which shall remain in full force and effect and be enforceable in accordance with its terms.

This MOU shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its conflict of laws principles.

This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this MOU may be delivered by facsimile transmission or other comparable means.

## Acknowledgements

**CRISP**

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

Date:

**CBO**

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

Date:

**Exhibit A****Referrals**

## Services and Requirements

CRISP will facilitate referrals to the Organization by enabling health care providers who are active CRISP participants to use a simple web form to make referrals to the Organization. The referral form will include patient demographics and reason for referral. The information included on the referral shall be considered protected health information in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"). While the Organization is not a HIPAA-covered entity, the organization is able to receive PHI as a part of a referral from a provider without patient authorization in accordance with 2017 FAQ, "HIPAA Privacy Rule and Sharing of Information Related to Mental Health" issued by the Office of Civil Rights.

By signing this Exhibit, the Organization agrees to:

- Accept referrals sent from CRISP participants;
- Login to CRISP (at least weekly) to manage the referrals that have been sent to them.
- Note the status of patient referral and participation in the referral portal including acceptance, rejection, enrollment, missed appointments and/or ongoing participation in any program a patient has been referred to. Patients who have opted-out of having their status information shared with CRISP should be noted as such within the portal by selecting "Opt Out" which removes the ability to edit the referral further.
- Provide CRISP a description of the Organization's program(s) to display in the referral program directory.

CRISP will utilize the status of each patient and automatically trigger notifications to the referring provider with enrollment and other data.

## Acknowledgements

**CRISP**

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By:

Date:

**CBO**

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By:

Date:

**Exhibit B**  
**Referral Intake**

## Services and Requirements

Organization wishes to create and send referrals from its own client-base through CRISP's referral tool. This service will allow Organizations to inform an individual's treating health care provider(s) who are active CRISP participants that the individual is receiving additional services which are a part of the individual's treatment and overall health at Organization.

By signing this Exhibit, the Organization may log in to the web-based HIE Portal and send and track referrals to community-based organizations using the Referrals and Referral Portal tab respectively. The Organization agrees to these terms:

- The Organization must capture the agreement of the individual throughout the referral process;
- The Organization must actively manage the referrals that they have generated. At least weekly, Organization will note the status of patient referral and participation in the referral portal including acceptance, rejection, enrollment, missed appointments and/or ongoing participation in any program a patient has been referred to.
- Patients who have opted-out of having their status information shared with CRISP should be noted as such within the portal by selecting "Opt Out" which removes the ability to edit the referral further.

CRISP will utilize the status of each patient and automatically trigger notifications to the referring provider with enrollment and other data for providers who have indicated a treatment relationship with the individual.

## Acknowledgements

**CRISP**

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By:

Date:

**CBO**

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By:

Date:

## Exhibit C

### Direct Entry Screening Tool

## Services and Requirements

Organization wishes to conduct social needs screenings and directly input the result of these screenings in a CRISP tool. This service will allow Organizations to inform an individual's treating health care provider(s) who are active CRISP participants about the individual's social needs that are relevant to that individual's treatment.

By signing this Exhibit, the Organization may directly input screening assessments for individuals into the CRISP Direct Entry Screening Tool within the HIE Portal. The Organization agrees to these terms:

- The Organization must capture the agreement of the individual to collect and exchange the data.
- The Organization must make the individual aware that any data it provides is not covered by the privacy protections of HIPAA or other federal or state laws governing health data collected by HIPAA-covered-entities.
- The Organization must allow the individual to delete the assessment, upon that individual's request.
- The Organization will keep a copy of the screening for their own records.
- Patients who have opted-out of having their status information shared with CRISP should be noted as such within the portal by selecting "Opt Out" which removes the ability to edit the referral further.

Patients with completed screening assessments in the Direct Entry Screening Tool will have their data displayed to other members of their patient's care team. This data will be made viewable within the Social Needs Data tab in the HIE Portal.

## Acknowledgements

**CRISP**

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By:

Date:

**CBO**

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By:

Date:

**Exhibit D**  
**HIPAA Authorization**

## Services and Requirements

Organization wishes to input authorizations from an individual which would allow that individual to consent to the use or disclosure of that individual's protected health information, as defined by HIPAA ("HIPAA Authorization"), from CRISP to the Organization via CRISP tools ("Consent Tool").

CRISP is currently developing this authorization form and Consent Tool capability. By signing this draft Exhibit, the Organization agrees to work with CRISP as the authorization is developed and the Consent Tool is upgraded, this could include providing feedback and testing and may input HIPAA Authorizations in the CRISP Portal when this capability is available in the HIE.

Organization agrees to these additional terms:

- The Organization must provide all of the required elements in the Consent Tool for each HIPAA Authorization.
- The Organization must educate the individual about his / her / their options under the Consent Tool, including printing a CRISP-provided FAQ with the following statements:
  - The individual has the right to revoke the authorization in writing at any time and a description of how they may revoke.
  - The person's treatment, payment, enrollment, or eligibility for benefits is not conditioned on whether they signed the HIPAA Authorization.
  - Any information disclosed per the HIPAA Authorization may be re-disclosed by a recipient and is no longer protected by federal or state health privacy laws.
- The Organization must make a copy of the HIPAA Authorization available to the individual.
- The Organization must facilitate the revocation of the HIPAA Authorization upon request of the individual by deactivating the authorization in the Consent Tool within 24 hours of the request.

## Acknowledgements

**CRISP**

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By:

Date:

**CBO**

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By:

Date: