STATE-DESIGNATED HEALTH DATA UTILITY

CONSUMER ADVISORY COUNCIL CHARTER

ARTICLE 1. PURPOSE

CRISP, Maryland's designated health information exchange and health data utility, provides the technology and governance that allows consumers' clinical and public health information to be shared securely with the individuals who have the right to see this information. The Consumer Advisory Council will be used to get opinions and feedback from Maryland healthcare consumers on issues relevant to health information exchange in Maryland. These issues may include patient opt-out, data privacy protections, consumer education, and new uses of patient data to improve the health and wellness of Marylanders. The Council will provide guidance to CRISP on promoting consumer privacy protections while also balancing the importance of health data exchange and interoperability. The Council will specifically focus on the perspectives of individuals and organizations with an interest in protecting consumers, including and especially those from vulnerable or underrepresented populations. The Council will meet quarterly to discuss these and other topics and provide feedback to leadership on current and future policies.

ARTICLE 2. CHAIR(S)

At least one, and no more than two, Council member(s) will be elected the Chair(s) and Vice Chair(s) of the Council by Council vote. Chair(s) and Vice Chairs(s) will serve for a period of two (2) years. At any given time, either the Chair, Vice Chair, or both must be a consumer advocate. Vacancies will be filled by vote of the Council. With the support of CRISP staff, the Chair(s) will have the following responsibilities:

- Setting and prioritizing agendas;
- Convening and facilitating meetings;
- Working effectively with all stakeholders to execute the purpose of the Council;
- Reporting to the CRISP leadership at least once per quarter;
- Reporting to the CRISP Board of Directors at least once per year.

If the Chair(s) is absent during a meeting, the Vice Chair(s) will assume the responsibilities of the Chair(s).

ARTICLE 3. MEMBERSHIP

Inclusive of the Chair(s), the Council will be comprised of no less than six (6) and no more than twelve (12) members. As much as possible, the Council will reflect the diversity of the population of Maryland. With support of the CRISP staff, members will have the following responsibilities:



- Attending as many meetings as possible, and in no event less than 75 percent of meetings in a rolling year;
- Actively participating in meetings and providing meaningful insight to the Council;
- Speaking candidly, truthfully, and empathetically in all settings with Council members and CRISP staff;
- Actively and empathetically listen to other members' opinions;
- Reviewing materials prior to the meeting to be able to ask questions, contribute ideas, and provide input;
- Adhering to the confidentiality requirements.

ARTICLE 4. MEETING PROCEDURES

- **Quorum.** To conduct business, there must be at least 51 percent of the membership in attendance.
- **Voting.** Each member will have one (1) vote; all decisions, including amending this Charter, will be made by two-thirds vote of the members in attendance.
- **Charter.** Amendments to the Charter will be presented at one (1) meeting and voted upon at the following meeting.
- **Agenda and Minutes.** Agenda and materials for a meeting will be distributed at least one (1) week in advance of the meeting. Minutes will be taken at each meeting and will be approved by the membership at the following meeting.
- **Complaints and Issues.** Any member who has any concerns about the meeting that cannot be addressed during the meeting should:
    1. Contact the Chair(s) to inform them of the problem and provide them an opportunity to resolve; and
    2. If unresolved, speak to the CRISP staff.

ARTICLE 5. MEETING FREQUENCY

Meetings will occur at least four (4) times per year.

ARTICLE 6. CONFIDENTIALITY

Consumer Advisory Council meetings are subject to Maryland Open Meeting Act requirements, and as such, meetings and supporting materials are made available to the public. From time to time, the Council may convene a closed session meeting to discuss sensitive or otherwise privileged topics. Closed session meeting materials are confidential, and any related discussion will be considered confidential, unless otherwise noted. Members may not discuss or disclose any

personal or confidential information discussed during Council meetings. Members may not attribute discussions at a meeting to any individual without that individual's consent. Members may and should consult with individuals outside of the Council to bring forth the views of the communities; however, such discussions should uphold the confidentiality of the meetings. Unless authorized by vote of the Council, any member speaking about the activities of the Council does so on his/her/their behalf and does not represent the opinions or decisions of the Council.

ARTICLE 7. MEMBERSHIP SELECTION PROCESS

For the inaugural Council, members must be nominated through the nomination process specified on the CRISP website. The members will be selected by the CRISP staff based on criteria, including:

- Geographic, socioeconomic, and racial/ethnic diversity;
- Experience as a or with a complex patient requiring coordinated care;
- Experience with health data exchange;
- Interest/advocacy in privacy.

As members resign or are removed, every attempt will be made to ensure a similar make-up and representation of members. New members filling vacancies will be recommended to the CRISP Board by vote of the Council. The CRISP Board must approve any new members and approves the overall membership of the Council on a yearly basis.

ARTICLE 8. REMOVAL/RESIGNATION

A member may resign at any time by submitting a written letter to the Chair(s). A member may be removed for failure to abide by the Charter, by vote of the Council.

A Chair may resign at any time by submitting a written letter to the CRISP Chief Executive Officer. A Chair may be removed for failure to abide by the Charter, by vote of the Council.

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CONSUMER ADVISORY COUNCIL CHARTER CONTRACT

I, _____, have read the Consumer Advisory Council Charter. I understand the expectations and goals of the Council, as well as my individual responsibilities. I agree to uphold the Charter as stated.

I agree to maintain the confidentiality of any Council materials, discussions, and content and understand that all materials and discussions are confidential unless noted otherwise.

_____ _____

Name Date