I. **Purpose**

In fulfilling its obligations under the CalDURSA, the California Interoperability Committee ("CIC") may request and receive information from Applicants and Participants. To the extent that such information is labeled by an Applicant or Participant as “Confidential Participant Information”, it will be treated as such by the CIC. This policy sets forth the procedure by which the CIC will handle Confidential Participant Information.

II. **Policy**

Each member of the CIC is obligated to hold all Confidential Participant Information in confidence and agrees that he or she shall not, during the term of his or her tenure on the CIC or thereafter, disclose to any person or entity, nor use for his or her business or benefit, any information obtained in connection with his or her performance of duties as part of the CIC. The CIC members are obligated to maintain the confidentiality of Confidential Participant Information, except as necessary to fulfill the obligations of the CalDURSA.

Any support staff and advisors, who the CIC provides access to Confidential Participant Information or in support of the California Trusted Exchange Network ("CTEN"), are obligated to maintain the confidentiality of such Confidential Participant Information post and during his/her employment by, or contractual relationship with CAHIE, or an organization represented on the CIC.

III. **Procedure**

1. **Request for Information.** In the exercise of its obligations under the CalDURSA, the CIC may request information from Participants and Applicants for the following reasons:
   
   a. Determining whether to admit new Participants to the CTEN;
   
   b. Suspending or terminating Participants in accordance with the CalDURSA;

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c. Receiving reports of Breaches and acting upon such reports in accordance with the CalDURSA;

d. Resolving Disputes between Participants in accordance with the CalDURSA;

e. Determining materiality of proposed new, or changes to existing, Performance and Service Specifications in accordance with the CalDURSA;

f. Developing and amending the CIC Operating Policies and Procedures in accordance with the CalDURSA;

g. Managing the amendment of the CalDURSA in accordance with the CalDURSA; and

h. Fulfilling all other responsibilities delegated by the Participants to the CIC as set forth in the CalDURSA.

2. Identification of Confidential Participation Information. Upon receipt of information from Applicants or Participants, the Secretary of the CIC will determine whether the information bears a label that indicates that it is Confidential Participant Information. Such labels do not have to say “Confidential Participant Information,” but must indicate the confidential nature of the information. Acceptable labels include, but are not limited to, “confidential”, “proprietary”, and “do not disclose”.

3. Participant Requests for Additional Restrictions. Participants are permitted to request restrictions on the disclosure of their Confidential Participant Information beyond those restrictions provided in the CalDURSA and this Operating Policy and Procedure. The CIC will review all such requests and, in its sole discretion, will determine whether to approve such requests. The CIC will notify the Participant of its decision regarding the request.

4. Storage of Confidential Information.

a. Confidential Participant Information that is received by the CIC in either electronic form or hard copy shall be properly secured to minimize risks to unauthorized access. Access to the systems and storage locations designated for Confidential Participant Information will be limited to Members of the CIC and such support staff and advisors who require access to such information for performance of their work, as determined by the CIC. On a routine basis, but no less frequently than every six (6)
months, the CIC or CAHIE will review a list of those who have access to the systems designated for Confidential Participant Information and confirm the accuracy of the list.

b. The electronic file name for any Confidential Participant Information will indicate that it is Confidential Participant Information. Electronic files will be renamed, if necessary, by CAHIE, when stored on the systems designated for Confidential Participant Information.

c. Members of the CIC shall not store Confidential Participant Information on their personal or business computers or in their own files.

d. Confidential Participant Information may be submitted electronically per methods approved by the CIC.

5. Retention. Confidential Participant Information will be retained for the duration of its usefulness as determined by the CIC; as required by contract, law, and/or business use; or, until the CIC’s duties are assigned to any successor organization with responsibility for oversight of the operation and support of the CTEN. For retention policies specifically related to the CalDURSA and Joinder agreement, see OPP-8, Section III.A.

6. Use and Disclosure Limitations of Confidential Participant Information.

a. Confidential Participant Information will only be used by the Members of the CIC to fulfill the CIC’s obligations under the CalDURSA. Each Member of the CIC will not, during the term of his or her tenure on the CIC or thereafter, disclose to any person or entity, nor use for his or her business or benefit, any information obtained in connection with his or her performance of duties a Member of the CIC.

b. To the extent that the CIC shares Confidential Participant Information with third parties that support the operations of the CIC (e.g. consultants, legal counsel, advisors, support staff), the CIC will ensure that these third parties are contractually bound to the same (or substantially similar) confidentiality restrictions as the Members of the CIC.

c. If a Member of the CIC is required by operation of law to disclose Confidential Participant Information, he or she will promptly notify the Chair of the CIC and the Participant or Applicant that provided the Confidential Participant Information. Such
notification will include the terms and circumstances surrounding such operation of law. The information in the notification must be sufficient to allow the Participant or Applicant to exercise its rights to object to such disclosure. If, after the Participant’s or Applicant’s objection, the Member is still required by law to disclose the Confidential Participant Information, he or she shall do so only to the minimum extent necessary to comply with the operation of the law and shall request that the Confidential Participant Information be treated as such.

7. Secure Disposal. Hard copies and electronic versions of Confidential Participant Information shall be destroyed when such versions no longer require retention under Section 5.

8. Protected Health Information (“PHI”). The CIC shall make every effort to perform its duties without requesting PHI or through the request, receipt and use of de-identified and/or aggregate data. If the CIC determines that PHI is needed for the full exercise of its duties under the CalDURSA, it may request the needed PHI from the Applicant or Participant. The Applicant or Participant is not obligated to provide PHI to the CIC in violation of Applicable Law. Should the CIC request and receive PHI, it shall be kept separate from all other information received and/or maintained by the CIC and shall be subject to additional restrictions and/or agreements as determined by legal counsel and the submitting Applicant or Participant.

IV. Definitions

CalDURSA: California specific Data Use and Reciprocal Support Agreement.

Secure Site: An electronic document repository accessible only by CTEN Participants and CIC Members where information for CTEN Participants and CIC Members will be maintained.

All other capitalized terms, if not defined herein, shall have the same meaning as set forth in the CalDURSA or the CIC Operating Policies and Procedures.
V. References

- CalDURSA Sections
  - 19 – Term, Suspension and Termination
  - 14.03 – Breach Notification
  - 21 – Dispute Resolution
  - 10.03 – Performance and Service Specification Change Process
  - 11 – Operating Policies and Procedures
  - 23.02 – Amendment

VI. Related Policies and Procedures

- OPP-1: Review and Disposition of Applications for Participation
- OPP-2: General Operating Procedure

VII. Version History

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