

**ATTACHMENT A.2 TO MULTI-PARTY  
PARTICIPATION AGREEMENT  
SUBSCRIPTION ORDER FOR 2020 EAS REGULATORY UPDATES**

**EAS Participant Name:** \_\_\_\_\_

This is a supplemental Subscription Order under the Minnesota Encounter Alert Service (EAS) Multi-Party Participation and Subscription Agreement (“Multi-Party Agreement”), which the EAS Participant identified above and signing below (“EAS Participant”) has joined. This Subscription Order describes the supplemental subscription details including the fee schedule (no additional fee) and any special terms associated with participation in the specified service. Additional Subscription Orders may be executed to codify additional levels of participation in the EAS.

The effective date of this Subscription Order is the date of the last signature below.

Capitalized terms not otherwise defined herein have the meaning given to them in the Multi-Party Agreement.

***1. SCOPE:***

***1.1 EAS CoP e-Notification Service***

The Conditions of Participation (“CoP”) (42 C.F.R. Part 482) included in the CMS Interoperability and Patient Access Final Rule (“Final Rule”) require hospitals to make a “reasonable effort” to send electronic notifications of patient encounters to primary care providers (PCPs), skilled nursing facilities (SNFs), and other entities within the scope of the CoP at either the provider’s or patient’s request. The EAS CoP e-Notification Service is intended to facilitate compliance with the CoP by:

- A. Accepting HL7 ADT messages for all Inpatient, Emergency and Observation status visits.
- B. Providing a two-tier notification routing system:
  - Panel-based routing (via the Patient-to-Provider attribution panels loaded into EAS, which is the traditional method that has been in production since EAS inception).
  - Patient-asserted routing (via Provider information in the HL7 ADT message, which is the alternative method introduced in this supplemental Subscription Order to further support the CoP). The Provider will collect identification information for the patient’s PCP and other requested recipients (such as an SNF to which the patient will be transferred after discharge) during registration. The Provider’s ADT message must include sufficient content to enable the routing, specifically including a National Provider Identification number (NPI) for the intended recipient(s). Ai can then look-up the subscribed Provider’s preferences and route the alert via one of several paths:
    - MN EAS PROMPT website user name
    - email address (to send a non-PHI alert that includes a link to a URL for MN EAS PROMPT)
    - Direct secure messaging address (via the DirectTrust directory).

- C. Enabling the setting of preferences (including enabling recipients to opt out of receiving these notifications).
- D. Providing a compliance report (at Go Live and annually, or ad hoc to fulfill a compliance audit).

Each EAS Participant remains responsible for its own compliance with the Final Rule and the CoP. The CoP e-Notification Service is solely a tool to facilitate that compliance and does not guarantee that EAS Participant's activities will satisfy all requirements of the Final Rule and the CoP.

### ***1.2 Removal of Potential Information Blocking Conditions***

Section 4004 of the 21st Century Cures Act added a new Section 3002 to the Public Health Service Act, 42 U.S.C. 300jj-52, which was further implemented by the HHS ONC Final Rule codified as 45 C.F.R. Part 171, to prohibit certain "information blocking" practices that are "likely to interfere with access, exchange, or use of electronic health information".

To facilitate compliance with the regulatory information blocking provisions, and to remove certain limitations in the Multi-Party Agreement that might be asserted to be information blocking, EAS Participant agrees to the following changes in the Multi-Party Agreement with respect to its EAS Participant Data.

*(LEGEND for changes #A and #B below: Added Text, ~~Deleted Text~~)*

- A. Section 1.10 (Definitions, EAS Participant User) of the Multi-Party Agreement is amended to read:

1.10 "EAS Participant User" means any person who has been authorized to Transact Message Content through the respective EAS Participant's System in a manner defined by the respective EAS Participant, in conformity with this Agreement and the then-current eligibility conditions for EAS Participant Users established in the EAS Access Policies. ~~"EAS Participant Users" are limited to health care providers and employees, contractors, or agents of an EAS Participant. For the avoidance of doubt, EAS Participant Users will not include health plans.~~ An EAS Participant User may act as either a Submitter, Recipient or both when Transacting Message Content.

- B. Section 5.2.a (Permitted Purposes) of the Multi-Party Agreement is amended to read:

a. "Permitted Purpose" means one of the following reasons for which EAS Participants may legitimately Transact Message Content, subject to any additional limitations or use cases established by the EAS Access Policies or the Specifications, and in accordance with Applicable Law, inclusive of the Minnesota Health Records Act:

i. Treatment of the individual who is the subject of the Message including provider-based care coordination and care management.

ii. Payment, which shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

iii. Health care operations, which shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

iv. Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Message or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations.

**Fees**

There will be no additional fees to EAS Participants for adding the CoP e-Notification Service, removing the potential information blocking conditions, or Transacting related Messages.

Costs for the EAS Participant to integrate into its local electronic health record (EHR) systems are the responsibility of the EAS Participant.

**Term**

For the CoP e-Notification Service, the Subscription Term begins upon its Production Go-Live and shall end at the end of the term of EAS Participant’s joinder in the EAS Multi-Party Agreement and Amendments (December 31, 2021 unless extended or terminated earlier). “Production Go-Live” for this purpose means that the CoP e-Notification Service is enabled, and the first sample compliance report is furnished.

Changes authorized under the “Removal of Potential Information Blocking Conditions” sections above are effective as of the Effective Date of this Subscription Order.

Implementation by Ai of functionality for Transaction of Message Content for additional Permitted Purposes, and Production Go-Live for that purpose, shall be as scheduled by the State and Ai in their discretion. Rights to Transact Message Content shall end at the end of the term of EAS Participant’s joinder in the EAS Multi-Party Agreement and Amendments

By executing this Subscription Order, EAS Participant adds the foregoing additions and changes to its Subscription.

**This Subscription Order is acknowledged and accepted by Ai and EAS Participant by their authorized signatories below.**

<p><b>AUDACIOUS INQUIRY, LLC</b></p> <p>By: _____  Name/Title: _____  Date: _____</p>	<p><b>EAS PARTICIPANT</b></p> <p>EAS Participant Name: _____  By: _____  Name/Title: _____  Date: _____</p>
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