



OneHealthPort
Provider Data Service Policy

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This Policy Document will apply to operation of OneHealthPort's Provider Data Service ("PDS").

1. The PDS

1.1 The PDS is designed to assist payers, hospitals, health service contractors and providers exchange data about providers electronically for credentialing, privileging and other related purposes.

1.2 The PDS facilitates data exchange among individuals and organizations involved in provider credentialing and privileging. The PDS is not a credentialing or privileging entity and does not credential or privilege providers.

1.3 The PDS was created in response to the requirement listed in Section 6 of Washington State Senate Bill 5346.

1.4 SSB 5346 calls for the Office of the Insurance Commissioner ("OIC") to designate a private organization to lead implementation of the bill. OneHealthPort has been designated by the OIC as the lead organization, and in that capacity, OneHealthPort has created the PDS. SSB 5346 directs the OIC to oversee the work of OHP as operator of the PDS.

2. PDS Participants

2.1 Individual providers that contribute data to the PDS are defined as "Subscribers".

2.2 The organizations that Subscribers work for are defined as "Subscribing Organizations".

2.3 Private payers, public payers, hospitals, health service contractors and any organization delegated to perform credentialing or privileging activities by such entities are defined as "Customers". Customers will receive data from the PDS, and may in some cases contribute data to the PDS.

2.4 The company contracting with OneHealthPort to operate the PDS, Medversant Technologies, LLC is defined as "Medversant".

3. PDS Data Types

3.1 A variety of individual data items will be available through the PDS. The minimum data set will consist of all data items contained in the Washington Practitioner Application. The minimum data set may be modified from time-to-time by OneHealthPort to reflect changes in the Washington Practitioner Application's requirements or as is otherwise deemed appropriate. Individual Customers may receive custom data sets through the PDS.

3.2 All data in the PDS will be deemed either “Confidential” or “Non-confidential.” All data items not explicitly deemed “Confidential” in section 3.3 of this policy will be deemed “Non-confidential.”

3.3 Data items in the PDS deemed Confidential are limited to the following items (to the extent related information is otherwise not publicly available):

3.3.1 SSN or Tax Identification Numbers.

3.3.2 Malpractice history.

3.3.3 The peer review process (references, evaluations and annual reviews).

3.3.4 National Practitioner Data Bank information.

3.3.5 Information related to participation in an industry program for the treatment of impairment due to alcohol, drugs or other physical or mental condition.

3.3.6 Any affirmative response to Disclosure, Attestation, or Release questions in a license.

3.3.7 All data contributed by a Customer not generally available through public sources.

The list of Confidential data items may be modified from time-to-time by OneHealthPort.

3.4 Data items available through the PDS may be contributed to the service by Subscribers, Customers or Medversant.

3.5 The file structure of data will be in a format published by OneHealthPort. Transfer of PDS data will be made using encryption and secure file transfer processes.

4. Authorized Users and Uses

4.1 The PDS “Data Users” include OneHealthPort, Medversant, Customers and Subscribers.

4.2 Data use will be determined by the type of data, Confidential or Non-confidential and by the type of user.

4.3 Data use will be defined by the following categories:

4.3.1 Unrestricted: The PDS does not restrict the use of Non-Confidential data by the Data User, except as provided in 4.3.3 and 4.3.4.

4.3.2 Restricted Credentialing: The PDS restricts the use of Confidential data (i) to Customers who are credentialing and privileging entities exclusively for the purposes of credentialing and/or privileging the Subscribers described in the data, and (ii) to OHP and Medversant for purposes of performing PDS services and, in blinded/aggregated formats, for aggregated reporting purposes.

4.3.3 Subscribers will have access to their own data only (and not to other Subscribers' data). Any data collected and input by the PDS may only be used by Subscribers for services rendered through the PDS and may not be sold, transferred or exchanged to/with third parties.

4.3.4 Customer use of Confidential and Non-confidential data obtained by Customer through the PDS is limited to uses for the direct benefit of Customer and other entities which are part of its controlled group. Customers are not permitted to transfer, exchange or resell Confidential or Non-confidential data obtained by Customer through the PDS to third parties.

5. Agreements

5.1 All Subscribers will be required to agree to the OneHealthPort PDS Subscriber Agreement prior to accessing the PDS.

5.2 All Customers will be required to execute a OneHealthPort Provider Data Service Agreement prior to accessing the PDS.

5.3 All PDS agreements will at a minimum specify:

5.3.1 Terms of data use consistent with this policy.

5.3.2 The requirement for all parties to comply with all relevant local, state and federal laws.

5.3.3 Acceptance by the parties of this policy.

5.3.4 That the parties that are authorized to enter and access data from the PDS.

5.3.5 That all data entered into the PDS is true and accurate to the best of the parties' knowledge.

5.3.6 That the parties will promptly report to OneHealthPort any unauthorized use of the PDS that the parties become aware of.

6. Data Retention

6.1 Customers shall have unlimited rights to retain data downloaded from PDS to Customers own systems.

6.2 Medversant shall retain historical data records made available through the PDS for not less than seven (7) years from the date such data records are each first made available to a Customer.

7. Ownership and Governance

7.1 OneHealthPort shall have exclusive ownership rights to the Provider Data Service and this policy document.

7.2 OneHealthPort, by affirmative vote of its Board of Directors, may amend this policy document from time-to-time upon notice to the participating parties and the OIC, and following a 30-day comment period for feedback on proposed, substantive changes.

7.3 OneHealthPort will provide representatives of state and federal agencies (with jurisdiction) reasonable access to PDS operations and reports in order to fulfill applicable industry oversight responsibilities.