

**AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION
BETWEEN
CONNECTICUT CHILDREN'S MEDICAL CENTER
AND**

THIS AGREEMENT for Access to Protected Health Information ("PHI") ("Agreement") is entered into between Connecticut Children's Medical Center, a Connecticut non-profit corporation (hereinafter "Connecticut Children's") and ProHealth Physicians, Inc., a Connecticut corporation (hereinafter "Outside Entity").

WHEREAS, Connecticut Children's utilizes certain systems which allow users to remotely access patient electronic health records (hereafter the "System" is EpicCare Link) among Connecticut Children's, other health care providers affiliated with Connecticut Children's, and physicians and physician practices with medical staff privileges at Connecticut Children's or another health care provider affiliated with Connecticut Children's and other providers of health care items and services in and around Connecticut;

WHEREAS, the System will allow these parties to view and retrieve the electronic health records ("EHR") of their patients for the purposes of treatment, payment, and certain health care operations to the extent permitted without authorization by the Health Insurance Portability and Accountability Act of 1996 the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA").

WHEREAS, Connecticut Children's believes that the use of EHR technology by Outside Entity would substantially improve the quality of health care provided in and around Connecticut and would therefore like to allow access to the System by Outside Entity, subject to the restrictions and other requirements set forth in this Agreement;

WHEREAS, Outside Entity has agreed to use the System to improve the quality and efficiency of the medical services Outside Entity provides to Connecticut Children's patients; and

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. System Access.

A. Subject to the terms and conditions of this Agreement, Connecticut Children's hereby grants Outside Entity non-transferable and non-exclusive access to the System to permit the medical providers (each a "Medical Provider"), as defined and set forth in Exhibit A attached hereto, and their office administrators, billing/coding staff and nurses/clinical staff (collectively "Authorized Users"), to electronically access and use the System solely for storing, processing and displaying medical records and other information, images and content related to the provision of healthcare to patients of such Medical Providers (the "System License"). Outside Entity understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each individual authorized user by Connecticut Children's, and that each authorized user shall be prohibited from using another authorized user's access code to access and/or use the System. Outside Entity further acknowledges and understands that Connecticut Children's may terminate individual Authorized Users' access and/or the entire System License at any time for any reason without penalty, regardless of any effect such

termination may have on Outside Entity's operations.

B. Outside Entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity to access and use the System must be obtained separately by Outside Entity. Connecticut Children's shall not be responsible for the procurement, installation or maintenance of any necessary components, and Connecticut Children's makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

2. Use or Disclosure of PHI.

Outside Entity shall not use or disclose PHI received from Connecticut Children's in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Outside Entity shall require that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of Connecticut Children's only in accordance with the provisions of this Agreement and federal and state law. Outside Entity shall not disclose PHI in any manner other than as permitted by this Agreement. Outside Entity further agrees that all information accessed through the System will be maintained in the strictest confidentiality and in the same manner as Outside Entity safeguards the confidentiality of other patient care records, or as required by state and federal law.

A. Outside Entity agrees to implement and utilize the System and shall provide Connecticut Children's with access to a patient's EHR that are created, maintained, transmitted, or received using the System when such patient is also a patient of Connecticut Children's solely for the purposes of treatment, payment, or health care operations to the extent permitted without patient authorization by HIPAA. Outside Entity shall use the System in accordance with any applicable network security policies issued by Connecticut Children's from time to time. Connecticut Children's will provide Outside Entity with such policies upon request and will notify Outside Entity of any material changes to such policies.

B. Connecticut Children's and Outside Entity shall comply in all material respects with the standards for privacy of individually identifiable health information of the Administrative Simplification subtitle of HIPAA. Connecticut Children's and Outside Entity recognize their status as "covered entities" under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status. Additionally, the Outside Entity shall not redisclose Connecticut Children's records except for the purpose of treatment, payment or healthcare operations, or as permitted by applicable law.

3. Process for Requesting System Access.

A. Outside Entity shall provide Connecticut Children's with the name and direct contact information for its Privacy Officer, and shall notify Connecticut Children's of any change in such contact. Outside Entity shall also designate a liaison to coordinate user access (which person can also be the Privacy Officer). The liaison is responsible for managing the modification and termination for accounts that the Outside Entity is provided. Before access to the System, each Authorized User shall select "I ACCEPT" to the terms of the online confidentiality statement (the "Confidentiality Statement") in the form provided herein as

Exhibit B, attached hereto and incorporated herein by reference, as that form may be amended from time to time. Outside Entity agrees to require that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Confidentiality Statement. Outside Entity represents and warrants that it has a HIPAA security awareness and training program meeting the requirements of 45 CFR 164.308(a)(5), and that each Authorized Individual has completed such program.

B. For purposes of this Agreement, access to the System shall be permitted only for such categories of Workforce (as defined by HIPAA) of Outside Entity who have a reasonable need to access PHI of Connecticut Children's patients for purposes of carrying out their duties to such patients. Notwithstanding the foregoing, Outside Entity shall be solely responsible for the acts and omissions of any and all member of its Workforce under this Agreement. The Authorized Users of Outside Entity who shall have access to the System are listed in Exhibit A of this Agreement, incorporated by reference herein. Outside Entity agrees to notify Connecticut Children's within one (1) business day when any Authorized User is separated from employment of Outside Entity for any reason, including but not limited to termination or voluntary separation. The Connecticut Children's Information Services Department should be contacted to terminate access. Outside Entity further agrees, on each anniversary date of this Agreement, to validate that the Authorized Users listed in Exhibit A continue to require access to the System and continue to be employees or agents of Outside Entity.

4. Safeguards Against Unauthorized Use or Disclosure of Information.

Outside Entity agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of PHI. Outside Entity agrees to comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future.

5. Data Ownership.

Outside Entity acknowledges and agrees that Connecticut Children's owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in Connecticut Children's at all times. Outside Entity shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of Connecticut Children's without express written permission from Connecticut Children's.

6. Reporting of Unauthorized Use or Disclosure of PHI.

A. Outside Entity shall, within three (3) business days of becoming aware of an unauthorized use or disclosure of PHI by Outside Entity, its officers, directors, employees, contractors, agents or by a third party to which Outside Entity disclosed PHI, report any such disclosure to Connecticut Children's. Such notice shall be made to the following:

Connecticut Children's Medical Center
Attn: Legal Department
282 Washington Street
Hartford, CT 06106

B. Potential Data Security Breach

If at any time Outside Entity has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity will promptly give Connecticut Children's notice, but in no event longer than three business days, and take actions to eliminate the cause of the breach. To the extent Connecticut Children's deems reasonably warranted, in its sole discretion, Connecticut Children's will provide notice (at Outside Entity's expense) or require Outside Entity (at its own expense) to provide notice to individuals whose PHI may have been improperly accessed or disclosed. In the event credit monitoring is necessary for affected individuals as a result of an improper access or disclosure judicially determined to be attributable to Outside Entity, it shall be provided at Outside Entity's sole cost and expense. Notwithstanding the foregoing, Outside Entity will not be responsible for notice or credit monitoring costs and expenses in the event that the improper access or disclosure is not attributable to an act or omission of Outside Entity or its employees, officers, directors, or agents.

C. Connecticut Children's has the right at any time, to monitor, audit, and review Outside Entity's activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of Outside Entity's technical capabilities. If such monitoring, auditing, and review activities are triggered by a breach judicially determined to be attributable to Outside Entity's negligence or willful misconduct, Outside Entity will bear all reasonable costs and expenses associated with such monitoring, auditing, and review activities.

7. Third Party Access.

Outside Entity shall obtain the written approval of Connecticut Children's prior to allowing any agent or subcontractor (who is not part of Outside Entity's Workforce) access to PHI that is created or received on behalf of Connecticut Children's. In the event that Connecticut Children's consents to such third party access on a case-by-case basis, Outside Entity shall require that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Outside Entity through this Agreement. Outside Entity shall require that any agent or subcontractor notify Outside Entity of any instances in which PHI is used or disclosed in an unauthorized manner. Outside Entity shall take steps to cure the breach of confidentiality and end the violation or shall terminate the agency agreement or subcontract.

8. Availability of Books and Records.

Outside Entity agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Connecticut Children's, or created or received on behalf of Connecticut Children's, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Connecticut Children's and Outside Entity's compliance with the HIPAA standards. Outside Entity promptly shall provide to Connecticut Children's a copy of any documentation that Outside Entity provides to the Secretary.

9. Investigations/Sanctions.

Connecticut Children's reserves the right to monitor, review and investigate (i.e. audit) reported and identified failures to comply with this Agreement and impose nonmonetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement,

termination of Outside Entity's access, or termination of individual Authorized User access. Connecticut Children's reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Outside Entity agrees to cooperate with Connecticut Children's in order to adequately investigate complaints received involving the Outside Entity's employees or agents. Outside Entity agrees to have a sanctions policy, produce it upon request, and discipline their employees or agents for all breaches involving Connecticut Children's patients' PHI in accordance with the HIPAA Privacy and Security Rules. Outside Entity understands that lack of adherence to this section allows Connecticut Children's to immediately void this Agreement and all associated access privileges.

10. Immediate Termination.

Connecticut Children's may terminate its participation in this Agreement immediately without liability for such termination, in the event Connecticut Children's reasonably suspects that Outside Entity, or Outside Entity's directors, officers, employees, contractors or agents have violated a provision of this Agreement.

11. Indemnification.

The parties agree to indemnify and hold each other harmless from and against any and all claims, costs, losses, damages, liabilities, expenses, fees, demands and judgments, including litigation expenses and attorneys' fees, which arise solely from the party's breach of a material obligation of the party under this Agreement as determined by the final judgment of a court of competent jurisdiction.

12. Insurance.

During the term of this Agreement, Outside Entity, at its sole cost and expense shall provide commercial general liability insurance on an occurrence basis in the minimum amount of \$1,000,000.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding access to the System, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

14. Amendment.

This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement.

15. Governing Law.

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Connecticut.

16. Waiver.

Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

17. Term.

This Agreement is effective from _____ to _____ (“Term”) and will continue to renew on a year-to-year basis (“Renewal Term”) unless terminated by either party by giving the other party thirty (30) days’ written notice before the expiration of the Term or Renewal Term.

IN WITNESS WHEREOF, Connecticut Children’s and Outside Entity have caused this Agreement to be duly executed on the day and year first above written.

CONNECTICUT CHILDREN’S MEDICAL
CENTER

OUTSIDE ENTITY

By: _____
Gil Peri, President & COO

By: _____

Date: _____

Printed Name _____

Date: _____

Exhibit A - User Access List

1. Providers to include: MD, DO, NP, PA, and CNM (who do not have admitting privileges to Connecticut Children's only)

Full Legal/Licensed Name	Credentials	License #	Issuing State	NPI Number	Phone Number	Email Address

2. Medical/clinical personnel including but not limited to: RN, LPN, NA, CMA, MA and PCT

Full Legal/Licensed Name	Credentials	Phone Number	Provider(s) associated with:	Email Address

3. Staff in non-clinical positions/roles but not limited to: Coders, Medical Records Clerk, Billing Clerks

Full Legal Name	Title or Position	Phone Number	Provider(s) associated with:	Email Address

4. Outside Entity Compliance/Privacy Officer: _____
Printed Name Phone Number

5. Outside Entity Liaison: _____
Printed Name Phone Number

Exhibit B – Terms of Use Agreement (Confidentiality Agreement)

The protection of health and other confidential information is a right protected by law and enforced by fines, criminal penalties as well as employer policy.

Safeguarding confidential information is a fundamental obligation for all persons accessing confidential information.

Your clicking on “I AGREE” at the end of this statement will commit you to that obligation, and WILL be used as proof that you understand and agree to the stated basic duties and facts regarding privacy.

Read it carefully.

Any account not used within 90 days will be disabled. After 180 days of inactivity the account will be terminated.

What you agree to in signing this statement:

1. I agree to protect the privacy and security of confidential information I access through Connecticut Children’s Medical Center’s (hereafter “Connecticut Children’s”) electronic records at all times.
2. I agree to a) access confidential information to the minimum extent necessary for my assigned duties; b) disclose such information only to persons authorized to receive it for the purpose of treatment, payments and operations; c) to refer any request for records outside of treatment, payment or operations to Connecticut Children’s Health Information Management (60 Hartland Street, East Hartford, CT 06108).
3. I understand and agree to the following:
 - a. Connecticut Children’s Medical Center (“Connecticut Children’s”) tracks all user IDs used to access electronic records. Those IDs enable discovery of inappropriate access to patient records.
 - b. Inappropriate access and/or unauthorized release of confidential or protected information will result in disciplinary action, up to and including termination of employment, and will result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my access to Connecticut Children’s electronic records.
 - c. That I will be assigned a User ID & a one-time use activation code. I agree to immediately select and enter a new password known only to me. I understand I may change my password at any time, and will do so based on Connecticut Children’s-established policy and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. Also, I am aware that I am responsible for any use of the system utilizing my User ID and password. This includes data entered, viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will report this information to Connecticut Children’s and I will also immediately change my password. I understand that User IDs cannot be shared. Inappropriate use of my ID (**whether by me or anyone else**) is **my** responsibility and exposes me to severe consequences.

4. Confidential Health Information includes but is not limited to:

Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in the Privacy Rule as "protected health information.") Examples include, but are not limited to:

- Physical, medical, and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
- Patient insurance and billing records;
- Centralized and/or department based computerized patient data and alphanumeric radio pager messages;

5. Confidential Employee & Business Information that is not available in the public domain includes but is not limited to:

- Employee home telephone number and address;
- Spouse or other relative names;
- Social Security number or income tax withholding records;
- Information related to evaluation of performance;

Other such information obtained from Connecticut Children's records, which if disclosed, would constitute an unwarranted invasion of privacy; or disclosure of protected or confidential information that would cause harm to Connecticut Children's.