

**AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION
THROUGH UCM CARELINK**

BETWEEN

THE UNIVERSITY OF CHICAGO MEDICAL CENTER

AND

THIS AGREEMENT for Access to Protected Health Information (“PHI”) (“Agreement”) is entered into between **THE UNIVERSITY OF CHICAGO MEDICAL CENTER** (hereinafter “UCMC”) and _____ (hereinafter “Outside Entity”).

WHEREAS, UCMC utilizes an electronic medical record system that allows users to remotely access these records (“UCM CareLink”) by physicians with medical staff privileges at UCMC and by other health care providers affiliated with UCMC or who provide professional or other medical services to patients who are also UCMC patients;

WHEREAS, UCM CareLink has the capacity to allow these parties to view electronic health records (“EHR”) of their patients for the purpose of treatment, payment, and certain health care operations to the extent permitted without authorization by the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, “HIPAA”), and further subject to the American Recovery and Reinvestment Act of 2009 (“ARRA”), including its provisions commonly known as the “HITECH Act,” and rules and regulations promulgated thereunder, as may be amended from time to time;

WHEREAS, UCMC believes that the use of UCM CareLink by Outside Entity would substantially improve the delivery and coordination of care to patients and, therefore, wishes to allow access to UCM CareLink by Outside Entity, subject to the restrictions and other requirements set forth in this Agreement;

WHEREAS, Outside Entity provides professional or other medical services to patients who are also UCMC patients and wishes to use UCM CareLink to improve the quality and efficiency of the medical services Outside Entity provides to these patients subject to the terms herein; and

NOW, THEREFORE, in consideration of the promises, 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. UCM CareLink Access.**

A. Subject to the terms and conditions of this Agreement, UCMC hereby grants Outside Entity non-transferable and non-exclusive access to UCM CareLink to permit the medical providers (each a “Medical Provider”), as defined and set forth in Exhibit A attached hereto, and their office administrators, secretaries and nurses (collectively “Authorized Users”), to electronically access and use UCM CareLink 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 UCMC, and that each authorized user shall be prohibited from using another authorized user’s access code to access and/or use UCM CareLink. Outside Entity further acknowledges and understands that UCMC 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 UCM CareLink must be obtained separately by Outside Entity. UCMC shall not be responsible for the procurement, installation or maintenance of any necessary components, and UCMC 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.

A. Outside Entity shall not use or disclose PHI received from UCMC in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Outside Entity shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of UCMC 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.

B. Outside Entity agrees to implement and utilize UCM CareLink and shall provide UCMC with access to a patient’s EHR that are created, maintained, transmitted, or received using UCM CareLink when such patient is also a patient of UCMC solely for the purposes of treatment, payment, or health care operations to the extent permitted without patient authorization by HIPAA. Outside Entity shall use UCM CareLink in accordance all applicable laws and regulations, the terms of this Agreement, and with any network security policies issued by UCMC from time to time.

C. UCMC 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. UCMC 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.

3. Process for Requesting System Access.

A. Outside Entity shall designate a liaison to coordinate user access. The liaison is responsible for managing the modification and termination for accounts that the Outside Entity is provided. Before access to UCM CareLink, 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 ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Confidentiality Statement.

B. For purposes of this Agreement, access to UCM CareLink shall be permitted only for such categories of employees of Outside Entity who have a reasonable need to access PHI of UCMC patients for purposes of carrying out their duties to such patients. The Authorized Users of Outside Entity who shall have access to UCM CareLink are listed in Exhibit A of this Agreement, incorporated by reference herein. Outside Entity agrees to notify UCMC within 24 hours when any Authorized User is terminated from employment of Outside Entity and within five (5) days when Authorized User resigns voluntarily. Outside Entity further agrees, on each January 1 and July 1, 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 and to provide any necessary updates to the list.

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 UCMC owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in UCMC 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 UCMC without express written permission from UCMC.

6. Reporting of Unauthorized Use or Disclosure of PHI.

A. Outside Entity shall, within one (1) working day 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 UCMC. Such notice shall be made to the following: UCM HIPAA Program Office 773-834-9716.

B. If at any time Outside Entity has reason to believe that PHI accessed, disclosed, or 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 immediately give UCMC notice and take actions to eliminate the cause of the breach. To the extent UCMC deems warranted, in its sole discretion, UCMC will provide notice or require Outside Entity to provide notice to individuals whose PHI may have been improperly accessed or disclosed.

7. 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 UCMC, or created or received on behalf of UCMC, available UCMC and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining UCMC's and Outside Entity's compliance with the HIPAA standards. Outside Entity promptly shall provide to UCMC a copy of any documentation that Outside Entity provides to the Secretary.

8. Investigations/Sanctions.

UCMC reserves the right to monitor, review and investigate 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. Outside Entity agrees to cooperate with UCMC in order to adequately investigate complaints received involving the Outside Entity's employees or agents. Outside Entity understands that lack of adherence to this section allows UCMC to immediately terminate this Agreement and all associated access privileges.

9. Immediate Termination.

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

10. Limitation of Liability

UCMC and its affiliates, are not responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, those resulting from lost profits, lost data, technical problems or business interruption) arising out of or relating in any way to UCM CareLink content or information contained within UCM CareLink, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. Outside Entity's sole remedy for dissatisfaction with UCM CareLink is to stop using the website.

11. Indemnification.

Outside Entity agrees to indemnify and hold harmless UCMC, its governing board, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities,

expenses, demands, and judgments, including litigation expenses and attorney's fees, which may arise from Outside Entity's performance under this Agreement or negligent acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages arising from or pertaining to a breach of this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include but shall not be limited to the full cost of any notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort.

12. Insurance

The Parties will maintain insurance policies sufficient to protect against all applicable risks.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding access to UCM Care, 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 Illinois.

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.

The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year each, unless a party provides written notice of non-renewal at least 30 days prior to the expiration of a term (each an "Additional Term"). The Initial Term and any Additional Term shall be collectively referred to as the "Term." The Agreement may be terminated by either party at any time upon thirty (30) days written notice.

18. Relationship of the Parties.

It is expressly understood and agreed that this Agreement is not intended to, and does not create a joint venture, partnership, association, or other affiliation or business relationship between the partners and that Outside Entity and UCMC shall at all times be separate legal entities and are not liable for the debts or obligations of the other party.

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

UCMC

By: _____

By: _____

Name: _____

Title: _____

Exhibit A

Below is a list of the names of the medical/clinical personnel including, but not limited to MD, RN, LPN, NA, PA, CMA, NP, PA and any administrative personnel who are authorized to receive access:

Exhibit B
Terms & Conditions of Use

The protection of health and other confidential information is a right protected by law and enforced by fines, criminal penalties as well as policy. Safeguarding protected health information is a fundamental obligation for all persons accessing it. Your clicking on “I AGREE” at the end of this statement will commit you to that obligation, and WILL serve as an acknowledgement that you understand and agree to the stated duties regarding privacy.

Read it carefully.

Clicking on “I AGREE” indicates the following:

1. I agree to use UCM CareLink solely to access the electronic medical records of patients for which I am either: (a) the attending, consulting, covering or primary care provider of record, (b) an authorized representative of the attending, consulting, covering or primary care physician of record, or (c) an authorized reviewer of the medical record. Provider authorized representations and other authorized users shall only be entitled to access and use UCM CareLink while in the employ and under the direct supervision of the authorizing provider, or within the initial authorized scope of this system access. Such access and use is limited to authorized persons with a need to know, to the extent necessary, to perform their patient care related duties and/or as permitted by their authorized role. I agree to immediately inform UCMC when I have terminated employment with my organization so UCMC may inactivate the access to protected health information.

2. I agree to protect the privacy and security of confidential information I access through UCMC’s electronic records at all times and understand that the confidential information may not be access or disseminated for any purpose other than for the patient’s medical care and authorized insurance purposes. The violation of this confidentiality may result in a violation of state and/or federal law and may subject me to disciplinary, criminal or civil action.

3. I agree to a) access confidential information to the minimum extent necessary for my assigned duties and b) disclose such information only to persons authorized to receive it. I understand that I may not use material from UCM CareLink for any personal, public or commercial purpose.

4. I agree that I understand the following:

a. UCMC 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 UCMC 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 UCMC 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 UCMC 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.

5. I understand that confidential information contained in UCM CareLink should not be used as a substitute for medical treatment by a health care professional. While every effort is made to ensure the information contained on UCM CareLink is accurate, complete and timely, UCMC does not guarantee the accuracy, completeness or timeliness. I acknowledge that the UCMC patient records in UCM CareLink is incomplete, and acknowledge that UCMC is an entity where health information may be found in various physician locations and systems, both electronic and paper form. I agree to assume total responsibility and risk for my use of this information.

6. I understand that UCMC may revise these Terms and Conditions at any time. UCMC encourages me to periodically read these Terms and Conditions to see if any changes have been made that affect me. My continued use of UCM CareLink indicates my continue agreement with these Terms and Conditions as they may be revised.