

AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION

THIS AGREEMENT for Access to Protected Health Information (“PHI”) (“Agreement”) is entered into between Ann & Robert H. Lurie Children’s Hospital of Chicago, an Illinois non-profit corporation, and its Affiliates, (hereinafter “Hospital”) and _____ (hereinafter “Entity”).

WHEREAS, Hospital utilizes certain systems which allow users to remotely access patient electronic health records (hereafter, the EpicCare Link system is known as “LINK SYSTEM”);

WHEREAS, the LINK SYSTEM has the capacity to allow Hospital and Entity to view electronic health records (“EHR”) of their patients for the purpose of treatment, including care coordination, 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, 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 (collectively referred to herein as “HIPAA”);

WHEREAS, Hospital believes that the use of EHR technology by Entity will substantially improve the quality of health care provided to Hospital’s patients and patients in the community and would therefore like to allow access to the LINK SYSTEM by Entity, subject to the restrictions and other requirements set forth in this Agreement; and

WHEREAS, Entity provides medical services to Hospital patients, but does not have a contract with Hospital for access to EHR; 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. Entity Obligations for LINK SYSTEM Access.

- A.** Subject to the terms and conditions of this Agreement, Hospital hereby grants Entity non-transferable and non-exclusive access to LINK SYSTEM to permit the medical providers (each a “Medical Provider”), administrators, billing/coding staff and nurses/clinical staff (collectively “Authorized Users”), as provided to Hospital upon application for LINK SYSTEM, to electronically access and use LINK SYSTEM for viewing and displaying medical records and other information, and placing orders, related to the provision of healthcare to patients of such Medical Providers (the “System License”). For purposes of this Agreement, access to LINK SYSTEM shall be permitted only for such Authorized Users who have a reasonable need to access PHI of Hospital patients for purposes of carrying out their treatment duties to such patient, and for payment and operations purposes as permitted under HIPAA.
- B.** 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 Hospital, and that each authorized user shall be prohibited from using another Authorized User’s access code to access and/or use LINK SYSTEM.
- C.** Entity agrees to complete and implement any hardware, software, network access or other components necessary in order to implement and utilize the web link LINK SYSTEM. Entity acknowledges and agrees that if it must acquire any hardware, software, network access or other

components necessary for Entity to access and use LINK SYSTEM, Entity must obtain it at its own expense. Hospital shall not be responsible for the procurement, installation or maintenance of any necessary components, and Hospital makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Entity and paid directly to the suppliers of the components.

- D. Entity assumes the responsibility and liability for monitoring and controlling the activity of its Authorized Users.
- E. Entity acknowledges that it is the responsibility of Authorized Users to monitor and manage all LINK SYSTEM messages (called "InBasket messages") which may be time sensitive and related to patient care. Entity understands the Hospital does not monitor Entity's Authorized Users' InBasket messages and expressly disclaims any responsibility for managing the timeliness of responses to Authorized Users' InBasket messages.

2. Obtaining System Access.

- A. Entity shall provide Hospital with the name and direct contact information for its Privacy Officer, and shall notify Hospital of any change in such contact. Entity shall also designate a LINK SYSTEM Site Administrator to coordinate user access (which person can also be the Privacy Officer). The LINK SYSTEM Site Administrator is responsible for managing the modification and termination for accounts that Entity is provided, as well as the additional duties set forth on Exhibit A attached hereto and incorporated herein by reference. Before access to LINK SYSTEM, each Authorized User shall read and agree to (by selecting "Accept") the terms of the online Privacy, Confidentiality, Information Security 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. 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. Each Authorized User shall also complete, any training Hospital requires prior to access, regarding the requirements of HIPAA as they pertain to LINK SYSTEM access, in any form and manner as determined by Hospital.
- B. For purposes of this Agreement, access to LINK SYSTEM shall be permitted only for such categories of physicians and employees of Entity who have a reasonable need to access PHI of Hospital patients for purposes of carrying out their treatment duties to such patients, payment and operations as permitted by HIPAA.
- C. Entity agrees that the LINK SYSTEM Site Administrator will remove any Authorized User's LINK SYSTEM access within one (1) business day, when the Authorized user is separated from employment of Entity for any reason, including but not limited to termination or voluntary separation. Furthermore, Entity agrees to notify Hospital within one (1) business day when any Authorized User is separated from employment of Entity for any reason, including but not limited to termination or voluntary separation.
- D. Entity further agrees, that no later than every ninety (90) calendar days, LINK SYSTEM Site Administrator will validate that the Authorized Users active in the LINK SYSTEM continue to require access to LINK SYSTEM and continue to be employees or agents of Entity.

3. Use or Disclosure of Protected Health Information ("PHI").

- A. Entity shall comply in all material respects with the standards for privacy and security of individually identifiable health information protected by HIPAA. Entity shall not use or disclose PHI received from Hospital in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Entity shall ensure that its directors, officers, and employees, only access or use PHI received from Hospital only in accordance with the provisions of this

Agreement and federal law, state law, or other applicable regulations (“Applicable Law”). Entity shall not disclose PHI in any manner other than as permitted by this Agreement or as allowed by Applicable Law. Entity further agrees that all information accessed through LINK SYSTEM will be maintained in the strictest confidence and as required by Applicable Law. Entity may include electronic or paper copies of medical records and other information, images and content obtained from Hospital using the System License in Entity’s medical records for its patients. Any subsequent disclosure of such information by Entity shall be from Entity’s medical record.

- B.** Entity shall use LINK SYSTEM in accordance with any training and certifications required by Hospital from time to time.
- C.** Entity shall limit the Protected Health Information to the minimum necessary (as described in 45 C.F.R. § 164.514(d)), required to accomplish the intended purpose of the use, disclosure, or request. Entity shall also comply with any other relevant provisions of Applicable Law regarding the use or disclosure of the minimum necessary Protected Health Information.
 - i.** Entity shall institute policies and procedures to prevent inappropriate access and/or unauthorized release of confidential or protected information that may result in temporary and/or permanent termination of my access to Lurie Children’s electronic records via EpicCare Link. Inappropriate access includes: a) searching for or viewing a record of any patient for a purpose unrelated to treatment of the patient, payment or operations, such as personal curiosity or medical research; and b) viewing records of family members, relatives, neighbors or friends for any reason unrelated to treatment of the patient by the Entity.

4. Safeguards Against Unauthorized Use or Disclosure of Information.

- A.** Entity agrees that it will implement all reasonable and appropriate administrative, physical and technological safeguards to prevent unauthorized access, use or disclosure of PHI from the LINK SYSTEM. Entity agrees to comply with all Applicable Law regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future and take appropriate discipline and corrective action in response to violations by members of Entity’s workforce as required by HIPAA or other applicable law. ENTITY ACKNOWLEDGES THAT CERTAIN INFORMATION, INCLUDING DOMESTIC ABUSE, CHILD ABUSE, ALCOHOL AND DRUG ABUSE, MENTAL HEALTH, HIV/AIDS, OTHER SEXUALLY TRANSMITTED DISEASES, AND GENETIC INFORMATION, IS HIGHLY SENSITIVE AND MAY REQUIRE THE LEGAL CONSENT OF THE MINOR PATIENT PRIOR TO DISCLOSURE TO THE PATIENT’S PARENT OR LEGAL GUARDIAN OR OTHER LEGAL REPRESENTATIVE.
- B.** Entity agrees to comply with the requirements of the following Hospital security policies:
 - i.** Maintain the confidentiality of any user ID, password, or other access control device provided by Hospital to Entity and will not disclose such user ID, password, or other access control device to any third party, except as expressly authorized by the Agreement or by other written instructions provided by Hospital;
 - ii.** Not attempt to access any data or systems which are not permitted under this Agreement;
 - iii.** Not tamper with, compromise, or attempt to circumvent, or bypass any security pertaining to Hospital’s systems, electronic or otherwise (any of which may be referred to as a “Security Violation”), and, to that end, Entity assumes responsibility and liability for any access to data or systems arising out of or resulting in any Security Violation;
 - iv.** Take reasonable precautions not to allow entry of any virus or any other contaminant codes, commands, or instructions that may be used to access, alter, delete, damage, or disable Hospital’s data, systems, or other software or property;

- v. Not install or download any unauthorized software;
- vi. Maintain the confidentiality of any data and systems to which Entity has access and use such data and systems only as expressly authorized by the Agreement; and
- vii. As described in Section 5 of the Agreement, notify Hospital immediately in the event that Entity suspects that Hospital's network connection or any data or systems to which Entity has access has been compromised, or in the event that Entity suspects or knows of a breach of any of the foregoing.

5. Reporting of Unauthorized Use or Disclosure of PHI.

- A. Entity shall, within one (1) calendar day of becoming aware of an unauthorized use or disclosure of PHI by Entity, its officers, directors, employees, contractors, agents or by a third party to which Entity disclosed PHI, report any such disclosure to Hospital. Such notice shall be made to the following: Ann & Robert H. Lurie Children's Hospital of Chicago; ATTN: Privacy Officer; 225 E. Chicago Ave. Box 160; Chicago, IL 60611; Phone: 312-227-4679.
- B. If at any time Entity has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed or disclosed contrary to the terms of this Agreement or in violation of HIPAA, Entity will immediately give Hospital notice and take actions to eliminate the cause of the breach. To the extent Hospital deems warranted, in its sole discretion, Hospital will provide notice (at Entity's expense) or require 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, it shall be provided at Entity's sole cost and expense.

6. Third Party Access.

- A. Entity shall obtain the written prior approval of Hospital before allowing any agent, subcontractor, auditor, or other party, access to PHI through LINK SYSTEM. Entity acknowledges that research monitors for Entity's research are not permitted access to Hospital's data via LINK SYSTEM.
- B. In the event that Hospital consents to such third party access on a case-by-case basis, Entity shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Entity through this Agreement. Entity shall require that any agent or subcontractor notify Entity of any instances in which PHI is used or disclosed in an unauthorized manner. Entity shall take steps to cure the breach of confidentiality and end the violation or shall terminate the agency agreement or subcontract. Entity shall be required to comply with Section 5 of this Agreement in the event of any breach by a third party.

7. Data Ownership. Entity acknowledges and agrees that Hospital owns all rights, interests and title in and to Hospital data and that such rights, interests and title shall remain vested in Hospital at all times. Entity shall not compile and/or distribute analyses to third parties utilizing any data, including de-identified data, received from, or created or received on behalf of Hospital without express prior written permission from Hospital.

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

9. Investigations. Hospital reserves the right, at Entity's sole cost and expense, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance

therewith. Hospital reserves the right to address non-compliance through any method it deems reasonable, including but not limited to the termination of this Agreement, termination of Entity's access, or termination of individual Authorized User access. Hospital reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Entity agrees to cooperate, and cause its Privacy Officer to cooperate, with Hospital in order to adequately investigate complaints received involving Entity's employees or agents. Entity agrees to have a sanctions policy for Authorized Users' failure to abide by the requirements for access, produce it upon request, and discipline their employees or agents for all breaches involving Hospital PHI in accordance with the HIPAA Privacy Rule.

10. Term and Termination.

- A. This Agreement becomes effective upon signing and will continue in full force and effect for one (1) year ("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.
- B. Entity further acknowledges and understands that Hospital 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 Entity's operations.

11. Indemnification. Entity agrees to indemnify and hold harmless Hospital, its governing board, officers, medical staff, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorneys' fees, which may arise from 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 required notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort and the cost of providing credit monitoring services to impacted individuals if necessary in Hospital's sole reasonable discretion.

12. Insurance. Entity shall maintain, through the effective term of the Agreement, insurance sufficient to protect against all applicable risks, on an occurrence basis in the minimum amount of One Million Dollars (\$1,000,000 USD) per occurrence and Three Million Dollars (\$3,000,000 USD) annual aggregate.

13. Entire Agreement. This Agreement, including Exhibits, constitute the entire agreement between the parties regarding access to LINK 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 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. Use of Name or Logo.** Except in communications internal to the using party which are appropriately undertaken by such party in connection with the subject matter of this Agreement, neither party shall make use of the name, nickname, trademark, logo, service mark, trade dress or other name, term, mark or symbol identifying or associated with the other party without the prior written consent of the other party to the specific use in question.
- 18. Notices.** All notices which may be or are required to be given pursuant to this Agreement shall be in writing and shall be personally delivered, mailed by first-class, or certified mail, postage prepaid, and addressed, if to: Ann & Robert H. Lurie Children’s Hospital of Chicago; ATTN: General Counsel; 225 E. Chicago Ave. Box 261; Chicago, IL 60611; AND to Ann & Robert H. Lurie Children’s Hospital of Chicago; ATTN: Privacy Officer; 225 E. Chicago Ave. Box 160; Chicago, IL 60611
- 19. Disclaimer.** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, HOSPITAL DOES NOT WARRANT AND MAKES NO REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCESS BEING PROVIDED. HOSPITAL SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

IN WITNESS WHEREOF, Hospital and Entity have caused this Agreement to be duly executed on the signing date below.

Entity Name:	Ann & Robert H. Lurie Children’s Hospital of Chicago	Company/Practice Name:
Signature:		
Name:	Lisa Dykstra	
Title:	Chief Information Officer	
Date:		
Contact Information:	225 E. Chicago Ave. Box 1 Chicago, IL 60611	
Privacy Officer Contact Information:	Ann & Robert H. Lurie Children’s Hospital of Chicago 225 E. Chicago Ave. Box 160 Attn: Privacy Officer Chicago, IL 60611 Phone: 312-227-4679	

Exhibit A

LINK SYSTEM Site Administrator and/or Privacy Officer Expectations and Duties

- Assist Hospital in confirming that a treatment relationship exists between Entity and patient for records viewed via First Access.
- Assist Hospital in investigating any potential unauthorized access or disclosure of PHI obtained from LINK SYSTEM portal by Entity staff.
- Ensure the Entity takes appropriate disciplinary and corrective action as required by HIPAA if staff at Entity access or disclose information obtained from LINK SYSTEM for a purpose unrelated to the patient's treatment by the entity.
- Ensure all staff given access to LINK SYSTEM have received HIPAA privacy and security training from the Entity regarding their responsibilities under the Agreement and the practices policies and any training required by Hospital.
- Where appropriate, coordinate with Hospital in providing written notification and/or credit monitoring to patients in the event of a data breach involving LINK SYSTEM portal data and Entity staff.

EXHIBIT B

Terms and Conditions of Use *Privacy, Confidentiality, Information Security Statement*

Ann & Robert H. Lurie Children's Hospital of Chicago and its Affiliates ("Lurie Children's") takes the privacy, confidentiality and security of patient's medical information very seriously. Use of EpicCare Link is conditioned on the individual user's compliance with Lurie Children's Policies and Procedures and with all federal and state law regarding the privacy and security of patient information such as HIPAA (the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time, 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 (collectively referred to as "HIPAA").

An authorized user is allowed to access an individual patient's information using EpicCare Link when there is a physician-patient relationship resulting in (i) treatment to the patient; (ii) billing on behalf of the patient; or (iii) quality review as a result of providing care to the patient. Any unauthorized access to patient information through EpicCare Link is strictly prohibited. Unauthorized access may result in the user's termination of use of EpicCare Link and responsibility for any federal and state fines and penalties resulting from violating HIPAA.

YOU ACKNOWLEDGE THAT CERTAIN INFORMATION, INCLUDING DOMESTIC ABUSE, CHILD ABUSE, ALCOHOL AND DRUG ABUSE, MENTAL HEALTH, HIV/AIDS, OTHER SEXUALLY TRANSMITTED DISEASES, AND GENETIC INFORMATION, IS HIGHLY SENSITIVE AND MAY REQUIRE THE LEGAL CONSENT OF THE MINOR PATIENT PRIOR TO DISCLOSURE TO THE PATIENT'S PARENT OR LEGAL GUARDIAN OR OTHER LEGAL REPRESENTATIVE.

By clicking on "ACCEPT" at the end of this statement you activate your EpicCare Link account with Lurie Children's, and you agree to statements below. This acceptance will be used as proof that you understand and agree to the stated basic duties and facts regarding patient privacy.

Clicking on "ACCEPT" indicates that I understand and agree to the following:

1. To protect the privacy and security of confidential information I access through Lurie Children's EpicCare Link at all times, in compliance with federal and state statutory and regulatory requirements regarding the privacy and security of protected health information ("PHI").
2. To only access and use the **minimum amount** of confidential information necessary (as described in HIPAA 45 C.F.R. § 164.514(d)), for my assigned work duties of providing care to or supporting the care provided to the patient.
 - a. I understand that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my access to Lurie Children's electronic records via EpicCare Link. **Inappropriate access includes: a) viewing a record of any patient for a purpose unrelated to treatment of the patient, such as personal curiosity or medical research; and b) viewing records of family members, relatives, neighbors or friends for any reason unrelated to treatment of the patient by the Entity.**

- b. I further understand and agree that inappropriate access and/or unauthorized release of confidential or protected information obtained from the EpicCare Link portal may result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts.
3. To only print, copy, and disclose confidential information as authorized or allowed or required by law.
4. To immediately select and enter a new password known only to me. I understand that I may change my password at any time, and will do so based on when prompted or when required by Lurie Children's.
5. To protect the confidentiality of my unique, assigned user ID and password. I understand that Lurie Children's tracks all user IDs used to access electronic records. Those IDs enable discovery of inappropriate access to patient records. 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.
6. To take responsibility for any use of the system utilizing my User ID and password. Inappropriate use of my ID (**whether by me or anyone else**) is **my** responsibility and exposes me to severe consequences. This includes data viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will report this information to my EpicCare Link system Site Administrator and Lurie Children's Privacy Officer and I will also immediately change my password.
7. To comply with requests from Lurie Children's for auditing compliance with the User Access Agreement.
8. To protect confidential health information which includes but is not limited to:
 - a. 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 HIPAA Privacy Rule as "protected health information.").
 - b. 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 including demographic information about the patient or any family member or guarantor; Centralized and/or department based computerized patient data and alphanumeric radio pager messages;
9. To log off the application when I leave my workstation unattended to prevent unauthorized access to patient information contained in Lurie Children's EpicCare Link.

Individual User Clicks "Accept" in order to activate user ID.