

## 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 Entity remote viewing of electronic health records ("EHR") of Hospital patients for the purpose of treatment, including care coordination, billing and/or certain other 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 the LINK SYSTEM by Entity will substantially improve the quality of health care and/or operations supporting 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

**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 Entity's designated staff members (collectively "**Authorized Users**") . 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 treatment, payment, and operations purposes as permitted under HIPAA.
- B. Entity understands and agrees 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. **Site Administrator:** Entity shall designate (in Section 2.A.v. below) Site Administrator to be the main point of contact in order to coordinate user access. The Site Administrator is responsible for managing the modification and termination for accounts that Entity is provided, as well as the additional duties of:
- i. Assist Hospital as needed in confirming that a valid relationship exists between Entity and patient for records viewed via First Access.
  - ii. 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.
  - iii. Ensure that any Authorized User is removed from LINK SYSTEM access promptly, and in any event no later than two (2) business days, if:
    - a. That Authorized User no longer 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; or
    - b. 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 on a monthly basis when any Authorized User is separated from employment of Entity for any reason, including but not limited to termination or voluntary separation.
  - iv. Entity further agrees, that no later than every sixty (60) 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.
  - v. Entity further agrees to notify Hospital of any changes to Entity Site Administrator in writing within 30 calendar days of the change.
  - vi. Upon effective date, Entity Site Administrator is
    - a. Name: \_\_\_\_\_
    - b. Role: \_\_\_\_\_
    - c. Phone: \_\_\_\_\_
    - d. Email: \_\_\_\_\_
- B. 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 A, 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.

## 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 the confidentiality of all information accessed through LINK SYSTEM will be maintained as required by Applicable Law.

- B. 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.
- C. Entity shall take reasonable steps to limit the Protected Health Information viewed, accessed or used by Authorized Users 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 require Authorized Users to comply with any other relevant provisions of Applicable Law regarding the use or disclosure of the minimum necessary Protected Health Information.

#### **4. Safeguards Against Unauthorized Access, Use or Disclosure of Information.**

- A. Entity shall institute policies and procedures to prevent inappropriate access and/or unauthorized release of confidential or protected information by Authorized Users that may result in temporary and/or permanent termination of access to Lurie Children’s electronic records via EpicCare Link. For purposes of this Agreement, inappropriate access, use or disclosure also 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.
- B. 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 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.
- C. Entity agrees to require Authorized Users to comply with the following Hospital security requirements:
  - 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 Access.**

- A.** Entity shall, within ten (10) calendar days of becoming aware of an unauthorized access to PHI unrelated to treatment of a patient, payment or operations through Epic Link by Entity, its officers, directors, employees, contractors, agents, report any such access 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.** Entity will promptly take actions to mitigate the cause of the unauthorized access. To the extent Hospital deems warranted, in its sole discretion, Hospital will provide notification to its patients (at Entity's expense). 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 notify Hospital of any agent, subcontractor, auditor, or other party, seeking access to PHI through LINK SYSTEM. Entity acknowledges that in the event of research monitors requesting audit access for Entity's research data via Hospital's records, 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, Hospital shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions as set forth in this Agreement..

**7. 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, 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.

**8. Investigations.** Hospital reserves the right, 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 reasonably cooperate, and cause its Privacy Officer to cooperate, with Hospital in order to adequately investigate complaints received involving Entity's employees or agents.

**9. 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 as set forth in Exhibit A. Entity acknowledges and understands that Hospital may terminate Entity's entire access at any time with 30 days' notice for any reason without penalty. In the event of Entity's entire access being terminated, Hospital and Entity would collaborate on a transition plan to ensure continuity of care.

- 10. Responsibility of Entity.** Entity agrees to be responsible for the negligent acts or omissions of its 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.
- 11. Insurance.** Entity shall maintain, through the effective term of the Agreement, insurance or will self-insure, 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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: Chief Legal Officer; 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.

And if to Entity:

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- 18. 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.

**19. Authority.** The person signing below for Entity represents and warrants that he or she has authority to enter into this Agreement on behalf of Entity and bind Entity to the terms of this Agreement.

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

<b>Entity Name:</b>	<b>Ann &amp; Robert H. Lurie Children's Hospital of Chicago</b>	<b>Entity Name:</b>
<b>Signature:</b>		
<b>Name:</b>	Kara Hollis, MBA, RHIA	
<b>Title:</b>	Senior Director Health Information Management	
<b>Date:</b>		
<b>Contact Information:</b>	225 E. Chicago Ave. Box 1 Chicago, IL 60611	
<b>Privacy Officer Contact Information:</b>	Ann & Robert H. Lurie Children's Hospital of Chicago 225 E. Chicago Ave. Box 160 Attn: Privacy Officer Chicago, IL 60611 Phone: 312-227-5288	

**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 for treatment, payment, or operational purposes, as permitted under HIPAA. 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.
3. 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, but is not limited to: 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.

- a. 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.
4. To only print, copy, and disclose confidential information as authorized or allowed or required by law.
5. 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.
6. 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.
7. 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.
8. To comply with requests from Lurie Children's for auditing compliance with the User Access Agreement.
9. To protect confidential protected health information which includes but is not limited to:
  - a. Any individually identifiable information in possession of or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patient's 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;
10. To log off the application when I leave my workstation unattended to prevent unauthorized access to patient information contained in Hospital's EpicCare Link.