

Site Access Agreement

Business Name: _____ (hereinafter referred to as the "Site")

Business Address: _____

THIS AGREEMENT made effective as of this _____ day of _____, 20____ (hereinafter the "Agreement"), between The Cooper Health System, a New Jersey non-profit corporation, with a principal address of One Cooper Plaza, Camden, New Jersey 08103 ("Cooper") and the Site named above.

WHEREAS, Cooper utilizes a secure internet-based product which allows health care providers to remotely access electronic patient health records ("CooperCare Link");

WHEREAS, CooperCare Link has the capacity to allow these health care providers to view electronic health records 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, and further subject to the American Recovery and Reinvestment Act of 2009, including its provisions commonly known as the "HITECH Act," and rules and regulations promulgated thereunder (collectively referred to herein as "HIPAA"), as may be amended from time to time;

WHEREAS, Site wishes to utilize CooperCare Link to obtain access for its clinicians and support staff to obtain patient information maintained by Cooper in CooperCare Link to improve the quality and efficiency of the medical services it provides to its patients subject to the terms herein;

WHEREAS, Cooper believes that the use of CooperCare Link by Site would substantially improve the quality of health care provided in and around southern New Jersey, and therefore wishes to allow access to CooperCare Link by Site, subject to the restrictions and other requirements set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

- a. Authorized User means a medical provider, nurse, office administrator, and/or secretary at the Site.
- b. Cooper PHI means PHI disclosed to the Site or its Authorized Users via CooperCare Link.
- c. HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their associated regulations, specifically, 45 CFR §§ 160, 162 and 164, *Standards for Privacy of Individually Identifiable Health Information, Final Rule* and *Health Insurance Reform: Security Standards, Final Rule*.
- d. Protected Health Information, or PHI, shall have the same meaning as set forth by HIPAA. For purposes of this Agreement, PHI includes electronic PHI.
- e. Site Administrator means the individual employed by the Site who shall act as the liaison between Cooper and the Authorized Users. Responsibilities of the Site Administrator include requesting new user access, suspending existing user access, requesting termination of existing user access, and changing existing user passwords.

2. CooperCare Link Access.

- a. Subject to the terms and conditions of this Agreement, Cooper hereby grants Site non-transferable and non-exclusive access to CooperCare Link to permit its Authorized Users to

electronically access and use CooperCare Link solely for storing, processing, and displaying medical records and other information, images and content related to the provision of healthcare to its patients treated at a Cooper facility.

- b. Site understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each individual Authorized User, and that each Authorized User shall be prohibited from using another Authorized User's access code to access and/or use CooperCare Link.
- c. Site acknowledges and agrees that any hardware, software, network access or other components necessary for Site to access and use CooperCare Link must be obtained separately by Site. Cooper shall not be responsible for the procurement, installation or maintenance of any necessary components, and Cooper makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Site and paid directly to the suppliers of the components.
- d. Site shall designate a Site Administrator to coordinate user access. The Site Administrator is responsible requesting new user access, suspending existing user access, requesting termination of existing user access, and changing existing user passwords.
- e. Before initial access to CooperCare Link, each Authorized User must agree to the terms of the **online confidentiality statement (the "Terms of Use") 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. Site agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Terms of Use.

3. Use or Disclosure of Cooper PHI.

- a. Cooper and Site recognize their status as "**covered entities**" under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status.
- b. Site and its Authorized Users shall use and/or disclose Cooper PHI solely for the purposes of treatment, payment, and/or health care operations as permitted under HIPAA.
- c. Site shall not use or disclose, and shall ensure the its Authorized Users shall not use or disclose, any Cooper PHI in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA.
- d. Site further agrees that all information accessed through CooperCare Link will be maintained in the strictest confidentiality as required by state and federal law.
- e. Site agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of Cooper PHI.
- f. Site 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.
- g. Site shall provide its Authorized Users with training regarding the requirements of HIPAA on an annual basis and must keep evidence of completion for each Authorized Users.

4. Data Ownership. Site acknowledges and agrees that Cooper owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in Cooper at all times. Site shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of Cooper without express written permission from Cooper. Data may not be used for research without the express approval of **Cooper's Institutional Review Board**.

5. Reporting of Unauthorized Use or Disclosure of Cooper PHI.

Site shall, within one (1) working day of becoming aware of an unauthorized use or disclosure of Cooper PHI by Site, its officers, directors, employees, contractors, agents or by a third party to which Site disclosed Cooper PHI, report any such disclosure to Cooper. Such notice shall be made to the following:

Chief Privacy Officer
The Cooper Health System
One Cooper Plaza
Camden, New Jersey 08103
Privacyofficer@cooperhealth.edu
856.361.1697

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

6. Investigations/Sanctions.

- a. Cooper has the right, at Site's sole cost and expense, at any time, to monitor, audit, and review Site's activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of Site's technical capabilities.
- b. Cooper 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 Site's access, or termination of individual Authorized User access. Cooper reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities.
- c. Site agrees to cooperate with Cooper in order to adequately investigate complaints received involving the Site's employees' or agents' use or disclosure of Cooper PHI.
- d. Site agrees to have a sanctions policy, produce it upon request, and discipline their employees or agents for all breaches involving PHI in accordance with the HIPAA Privacy Rule. Site understands that lack of adherence to this section allows Cooper to immediately terminate this Agreement and all associated access privileges.

7. Indemnification. Site agrees to indemnify and hold harmless Cooper, 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, related to or arising from the acts or omissions of Site, its employees, directors, officers, subcontractors, and/or agents 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.

8. Insurance. At all times hereunder, Site shall maintain commercial general liability insurance in the amount of \$1 million per occurrence and \$3 million aggregate.

9. Term.

- a. This Agreement is effective as of the date set forth above, and shall continue until terminated by either party.
- b. Site acknowledges and understands that Cooper may terminate individual Authorized Users' access and/or Site's access at any time for any reason without penalty, regardless of any effect such termination may have on Site's operations.

10. Miscellaneous

- a. This Agreement may be amended or modified only by a written agreement signed by both parties.
- b. Neither party shall assign this Agreement in whole or in part without the written consent of the other party.
- c. Each party represents that it has authority to enter into this Agreement. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of

which constitute, collectively, one agreement. Facsimile or electronically transmitted signatures shall be deemed effective as originals.

- d. The waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties.
- e. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey without regard to its conflicts of laws provisions.
- f. This Agreement and its exhibits constitute the entire agreement between Cooper and Company with respect to the subject matter hereof and the transactions contemplated hereby, and supersedes all prior discussions, negotiations, and any preliminary, oral, or written agreements, including all prior agreements with respect to the subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have duly executed this Agreement as of the date and year first written above.

THE COOPER HEALTH SYSTEM

SITE

By: _____
Philip J. Curran
CISO & CPO

By: _____
Name: _____
Title: _____
Email: _____
Phone: _____

Please return the signed agreement via fax, email, or U.S. mail to:

Chief Privacy Officer
The Cooper Health System
One Cooper Plaza
Camden, New Jersey 08103
Privacyofficer@cooperhealth.edu
(856) 361-1960 FAX

EXHIBIT A

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 be used as proof that you understand and agree to the stated basic duties and facts regarding privacy. READ IT CAREFULLY.

Confidential Information

For purposes hereof, Confidential Information includes any information accessed via CooperCare Link.

Clicking on “I AGREE” indicates the following:

1. I will protect the privacy, confidentiality and security of the Confidential Information accessed via CooperCare Link in accordance with federal and state privacy regulations.
2. I will comply with all privacy, confidentiality and security policies of my employer or the school training program with which I am affiliated.
3. I have completed HIPAA training and any questions I had have been answered.
4. I will only access and use Confidential Information that is reasonably necessary for me to provide treatment to patients at my practice site, or to perform any associated billing services or healthcare operations.
5. I will not in any way disclose, give, or loan any information from CooperCare Link to any other person unless such disclosure is necessary for treatment, billing, or healthcare operations.
6. I will not electronically transmit Confidential Information in a manner that is not secure, such as text messaging or unsecure email.
7. I will not misuse or negligently care for Confidential Information. I will safeguard all Confidential Information and will not attempt to gain access to information for which I am not authorized. Where my authorized uses or communications of Confidential Information result in incidental disclosures, I will use appropriate safeguards to minimize the degree of these incidental disclosures.
8. If my employment is terminated during the course of my access to CooperCare Link or my participation ceases in the school training program with which I am affiliated, I will return all accumulated Confidential Information.
9. I will safeguard and will not disclose my access codes, passwords or any other authorizations I may have that allow me to access Confidential Information.
10. I will accept responsibility for all activities performed under my access codes, passwords or other authorizations.
11. I will not use the access codes and passwords of another individual to access Confidential Information.
12. I will be responsible for any misuse, wrongful disclosure or failure to safeguard Confidential Information as a result of my actions or behavior.
13. I will not access my own medical information.

14. I understand that my activities and access to CooperCare Link may be monitored and audited.
15. I acknowledge that my failure to comply with these terms may result in termination of access to CooperCare Link, as well as disciplinary actions imposed by my employer, which may include termination of employment or imposed by the school training program with which I am affiliated. I also acknowledge that I and/or my employer may be subject to civil or criminal penalties as described by federal/state law.
16. I understand my responsibility to report to my employer any inappropriate access, use or disclosure of Confidential Information that I observe or of which I become aware.