



Participation Agreement

FROM: _____
NAME OF CEO OR MANAGING PARTNER [PLEASE PRINT]

OF: _____
NAME OF PRACTICE/ORGANIZATION/FACILITY

1. United Health Services Hospitals, Inc., United Medical Associates, P.C., Chenango Memorial Hospital, Inc., Delaware Valley Hospital, Inc., Professional Home Care, Inc. and Twin Tier Home Health, Inc. (individually a "UHS Entity" and collectively the "UHS Entities") are implementing Epic, a new electronic health record system (the "Epic EHR"). UHS CareLink is part of the Epic EHR and it enables providers from non UHS Entities to access information about their patients who are treated at one or more UHS Entity. The UHS Entities require that this practice agreement (the "Practice Agreement") be executed prior to granting access to UHS CareLink. I understand that executing this Practice Agreement does not guarantee access to UHS CareLink.
2. As employer/responsible party for the practice/organization/facility ("Site"), I am requesting that you authorize access to UHS CareLink for the individual(s) identified to UHS.
3. I understand that the UHS Entities hold my organization directly responsible for ensuring that all of my Site's directors, officers, employees, providers, agents and contractors who use the UHS CareLink system comply with the terms of the "UHS CareLink Access and Confidentiality Agreement" and referenced UHS Entity policies (copies of which have been provided to me and to each user of UHS CareLink). I also agree that the terms and conditions of the UHS CareLink Access and Confidentiality Agreement are hereby incorporated into this Agreement in their entirety.
4. On behalf of the Site, I agree that the Site will defend and indemnify the UHS Entities against any and all liability, claims, fines, penalties or damages (including reasonable attorney's fees) that may arise in connection with (i) the breach of this Agreement or the UHS CareLink Access and Confidentiality Agreement by any of the Site's providers or staff; or (ii) the use or misuse of UHS CareLink by employees, agents, contractors or business partners of the Site. This includes, but is not limited to, any fines or costs associated with a breach of this Agreement, including breach notifications as required by the Health Insurance Portability and Accountability Act ("HIPAA"), credit monitoring, or other requirements imposed by a UHS Entity or federal or state agencies or entities.
5. I further agree that the disclosure of Confidential or Protected Health Information ("PHI") or Personally Identifiable Information ("PII") in violation of this Agreement will cause the UHS Entities irreparable harm. The UHS Entities shall have the right to temporary and/or permanent injunctive relief from any disclosure or threatened disclosure of its Confidential Information/PHI/PII in violation of this Agreement. This right to injunctive relief shall be in addition to all other rights or legal remedies that a UHS Entity may have upon actual or threatened violation of this Agreement.

6. I understand that random audits may be performed for all users of UHS CareLink. In the instance of an audit indicating involvement by any Site providers or staff in a suspected breach, I will be contacted by the UHS Entity IT Privacy and Security Officer to assist with the investigation. If the investigation confirms improper use of UHS CareLink by Site employees, agents or contractors, I will take appropriate administrative actions and/or sanctions commensurate with the infraction in accordance with my Site's policies. I further understand that a UHS Entity may restrict my Site's access to UHS CareLink as a result of any improper use of UHS CareLink or breach of PHI/PII.
7. I agree to notify: a) the UHS Entity IT Privacy and Security Officer as soon as is reasonably possible after anyone in my organization learns of a suspected or confirmed breach by an employee, agent or contractor; and b) the Site Administrator that I have designated below when any employee with UHS CareLink system access leaves Site's employment. I understand the UHS Entities reserve the right to deny, modify or rescind access to UHS CareLink for any reason.
8. For future access requests, I designate the Office Manager, or appropriate Practice Administrator, or Privacy Officer listed below to serve as the Site Administrator. I understand that the Site Administrator, after executing the UHS CareLink Access and Confidentiality Agreement will work with the UHS Epic Provider Engagement Specialist to setup all the requested users with access to UHS CareLink using the UHS Entities provisioning process.
9. I represent and warrant that my Site: (1) is duly organized, validly existing and in good standing under the laws of the state of New York; (2) has duly authorized this Agreement by all requisite action; (3) has duly authorized me to execute this Agreement on its behalf; and (4) acknowledges and agrees that this Agreement constitutes a legal, valid and binding obligation upon it.

CEO OR MANAGING PARTNER SIGNATURE

DATE

Note: The CEO or Managing Partner, must sign and date on the line above AND sign and date the UHS CareLink Access and Confidentiality Agreement for the Site Executive.

ORGANIZATION/FACILITY/PRACTICE NAME [PLEASE PRINT]

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

NAME OF DESIGNATED SITE ADMINISTRATOR [PLEASE PRINT]

EMAIL ADDRESS OF DESIGNATED SITE ADMINISTRATOR

PHONE NUMBER

Please scan and email completed form to:

Renee Masciarelli

Renee.Masciarelli@nyuhs.org