

EPICCARE LINK DATA USE AND ACCESS AGREEMENT

This Data Use and Access Agreement (“Agreement”) is made and entered into effective as of December 21, 2015 (the “Effective Date”), by HealthEast Care System, a Minnesota nonprofit corporation (“HealthEast”), located at 559 Capital Boulevard, St. Paul, MN 55103 and City of Saint Paul, a Municipal Corporation under the laws of the State of Minnesota, (“Provider”) located at 645 Randolph Avenue, Saint Paul, MN, 55102.

RECITALS

A. From time to time, Provider requires access to patient information maintained electronically by HealthEast in connection with treatment of patients, to carry out payment activities, or in connection with healthcare operations. The execution of such activities may involve the use or disclosure of certain information which may constitute Protected Health Information (“PHI”) (as defined in 45 C.F.R. § 164.501).

B. HealthEast and Provider desire to establish a mechanism to enable Provider to access PHI in a manner consistent with federal and state laws and regulations and the terms of this Agreement.

AGREEMENT

In consideration of the Recitals, the mutual promises and undertakings hereinafter contained, and other good and valuable consideration, HealthEast and Provider hereby agree as follows:

ARTICLE I ELECTRONIC RECORD ACCESS

- 1.1 HealthEast hereby agrees to permit Provider, through Designated Users (as defined in subsection 1.2A), to access PHI via a web-based application called EpicCare Link (the “Portal Access”), subject to Provider’s compliance with the terms of this Agreement.
- 1.2 Provider agrees that its right to Portal Access is subject to the following conditions:
 - A. Only Designated Users are permitted to use the Portal Access. The term Designated Users means those persons who are employees of Provider, whose names (and other information reasonably requested by HealthEast) have been provided by Provider to HealthEast, in writing (the “Designated User List”), and:

- (i) if the Designated User is a physician, such physician has submitted to HealthEast a fully completed Portal Physician Secure User Request Form or other form provided by HealthEast; and
 - (ii) if the Designated User is not a physician, Provider has submitted to HealthEast complete information regarding such person on the Portal Non-Physician Secure User Request Form or other form provided by HealthEast.
- B. Provider shall ensure that the Designated User List provided to HealthEast is current at all times and will forward an updated Designated User List to HealthEast as often as necessary. At a minimum, Provider will provide an updated Designated User List to HealthEast annually, or as requested by HealthEast.
- C. Provider shall ensure that HealthEast is made aware when a Designated User no longer requires access, so that such Designated User's access may be terminated.
- D. HealthEast reserves the right to audit the Designated Users at its discretion. If HealthEast reasonably requests that the Designated User List be submitted to HealthEast in a particular manner, Provider will comply with such request. HealthEast has the right to require Provider to remove a person as a Designated User if HealthEast, in its sole discretion, determines that the privacy and/or security of PHI may be compromised.
- E. Each Designated User must be issued a unique password, which will enable the Designated User to obtain access to PHI through the Portal Access. Provider will ensure that each Designated User does not permit any other person to use or have access to the Designated User's unique password.
- F. Provider acknowledges that each Designated User will be required to read and agree to the HealthEast EpicCare Link Terms and Conditions ("Terms and Conditions"), a copy of which is attached hereto as Exhibit A, prior to receiving Portal Access. The Terms and Conditions are subject to change.
- G. HealthEast may provide Provider with one or more policies, which may be amended from time to time, that govern Portal Access by Provider or Designated Users. Provider and Designated Users shall comply with such policies.
- H. Provider will ensure that Designated Users access only that PHI which pertains to Provider's patients and which is necessary for the purposes stated above. Accessing personal information is not permitted. Provider

agrees that only the minimum necessary PHI shall be accessed for its purposes.

- I. Provider understands, and will ensure that each Designated User understands, that HealthEast may monitor all access to and any activity in HealthEast's systems, and that there is no rightful expectation of privacy regarding such access or activity.
- J. Provider will ensure each Designated User understands his or her responsibility to ensure confidentiality, integrity and availability of PHI.

ARTICLE II MISCELLANEOUS

- 2.1 Either party may terminate this Agreement at any time by providing the other party (by facsimile or certified mail) with written notice at least thirty (30) days prior to the termination date. In addition, HealthEast may terminate this Agreement immediately if HealthEast, in its sole discretion, believes that the privacy and/or security of PHI is compromised.
- 2.2 Provider may not assign this Agreement.
- 2.3 The failure of either party to insist in any one or more instances upon strict performance of any covenant of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such covenant thereafter.
- 2.4 This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

HEALTHEAST CARE SYSTEM

City of Saint Paul Fire Department

By: _____

By: _____

Print Name: _____

Print Name: Tim Butler

Its _____

Its Fire Chief

By: _____

Print Name: Geoffrey Karls

Its City Attorney



Exhibit A

HealthEast - EpicCare Link Terms and Conditions

Safeguarding protected health information (“PHI”) is a fundamental obligation for all persons accessing PHI. The confidentiality of PHI and other personal information is protected by federal and state law and enforced by fines, criminal penalties, and HealthEast policies and procedures.

Please read this carefully and understand your responsibilities in connection with the use of any and all PHI to which you may have access.

By clicking on “**I AGREE**” at the end of this statement you are agreeing to be bound by these terms and conditions concerning information privacy, and agree that you will comply with the duties stated herein. If you do not understand these obligations, it is important for you to seek advice to ensure that you do understand them.

1. I will protect the privacy, confidentiality and security of all information I access through HealthEast EpicCare Link at all times.
2. I will only access and use PHI as is reasonably necessary for me to perform the duties required of the specific access request.
3. I will not in any way divulge, copy, release, sell, loan, alter or destroy any PHI except as properly authorized by the policies of HealthEast.
4. I will not electronically transmit or store PHI in a manner that is not secure, or in a manner inconsistent with HealthEast policies and procedures.
5. I will not misuse PHI. I will safeguard all PHI and will not attempt to gain access to information for which I am not authorized, or which is not reasonably necessary to perform my duties. Where my authorized use or communication of PHI results in incidental disclosures, I will take appropriate actions and use appropriate safeguards to minimize the degree of these incidental disclosures.
6. I will not disclose my User ID and password(s) or any other authorizations I may have that allow me to access PHI to anyone for any reason. I will accept responsibility for all activities performed under my User ID, password(s) or other authorizations.
7. I will not use the User ID and password(s) of another individual to access PHI.
8. I will be responsible for any misuse, unauthorized or wrongful disclosure, or failure to safeguard PHI as a result of my actions or behavior. I agree to hold HealthEast harmless and indemnify it against any damages, or other claims asserted against

HealthEast arising out of, or in any way connected with, my utilization of EpicCare Link or the information contained therein.

9. I understand that my activities and access to the HealthEast EpicCare Link may be monitored and audited.
10. I acknowledge that my failure to comply with these Terms and Conditions may result in termination of access to HealthEast EpicCare Link, as well as potential disciplinary action imposed by my employer. I also acknowledge that I and/or my employer may be subject to civil or criminal penalties as described by federal and/or state laws.
11. I understand my responsibility to report to HealthEast and/or my employer any unauthorized or inappropriate access, use, or disclosure of PHI that I observe or of which I become aware and agree to cooperate with HealthEast to resolve any such unauthorized or inappropriate access, use, or disclosure to HealthEast's satisfaction.

I AGREE