

## Community Links Portal Agreement

(ASAP Name), and

(Health Care Organization, LLP)

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This Agreement is made and entered into as of \_\_\_\_\_, 2014 (the “Effective Date”), by and between (Health Care Organization, LLP), and (Example Elder Services, Inc.), an Aging Services Access Point (“ASAP name,” and Health Care Organization name) and (ASAP name), a “Party” and together the “Parties”) for purposes to implement a program to provide access to information about people who are served by both the ASAP community (as Home Care Program consumers) and the Medical Practice as patients. The program's purpose is to improve care coordination and care management for these shared consumers/patients of the Parties.

### 1. Community Links Portal Description and Access

(ASAP Name), (ASAP Acronym) in conjunction with the Massachusetts Executive Office of Elder Affairs (EOEA) and Harmony Information Systems Inc., (Harmony) seek to offer an Electronic Health Record (“EHR”) consisting of information managed by Care Managers and Registered Nurses in EOEA's Senior Information Management System (SIMS) by ASAP staff. It is hoped that the EHR would be useful and accessible to medical professionals, such as Primary Care Physicians, or other health care professionals serving a person in a holistic fashion. Moreover, it is understood that the a Home- and Community-Based Services Agency (such as ASAP Name)'s clinical eligibility, care management, and service authorization information about a home care program consumer can add value to a community medical provider's view of the same person, their patient. This EHR and concept is referred to as the Community Links Portal (CLP).

The Community Links Portal (CLP) provides secure access through an internet-connected web browser for physicians, medical professionals, and health-care providers to view the EHR's pre-set identified consumer/ patient information in a “read-only” web-page. Access to the CLP is determined by (ASAP Name) through their existing working relationships with (Health Care Organization Name). The existing relationship exists due to shared consumers/patients between (ASAP Name) and (Health Care Organization Name). (ASAP) shall only share

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customer/patient information with (Health Care Organization Name) through the Community Links Portal after (ASAP Name) obtains consent to share such information from the consumer/patient who receives care from (Health Care Organization Name).

### Goals:

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- Provide physicians, medical professionals and other health care providers access to key consumer information of (ASAP Name);
- Reduce the communication dependency on fax and mail between organizations;
- Increase communication between the consumer's interdisciplinary care team: Physicians, (ASAP Name) staff, the Consumer and the Consumer's family; and
- Provide quality care to the Consumer to meet the Consumer's needs

### Process:

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(Health Care Organization Name) shall provide the following information relating to (Health Care Organization Name) to (ASAP Name):

- Health Care Organization Name
- Health Care Organization Address
- Health Care Organization Phone Number
- Health Care Organization NPI (National Provider ID)
- Specific Physicians' Names (First & Last, and NPI) at the Physicians/Medical Practice that serve shared consumer/patients
- Health Care Organization shall identify one or more "Web Custodians" who are responsible for administration of user accounts for medical practice staff who will access the CLP. Web Custodians are responsible for the creation and termination of User Accounts for the Community Links Portal for (Health Care Organization Name). (Health Care Organization Name) shall provide the following Custodian information:

- Custodian First & Last Name

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- Custodian person specific email address  
(ex:s.smith@xyzmedicalcenter.com)
- Custodian Telephone Number

Once Health Care Organization Information is provided to (ASAP Name), (ASAP Name) will create a custodial account for the Custodian and provide access to Community Links Portal for (Health Care Organization name) users. The Custodian will receive and email containing:

- Website address for Community Links Portal
- User Name for Community Links Portal
- Temporary Password for Community Links Portal

(ASAP Name) staff will link consumers/patients electronically to (Health Care Organization Name) physicians treating such consumer/patient who have provided consent within the Community Links Portal.

At a date and time to be determined by the Parties, (ASAP Name) staff will demonstrate the Community Links Portal to (Health Care Organization Name) users onsite at (Health Care Organization Name).

(Health Care Organization Name) users will have access of pre-set assessment information and service provisions provided by (ASAP Name) staff via the Community Links Portal. (Health Care Organization Name) agrees to reasonably provide (ASAP Name) feedback on accessibility, usability, and consumer information provided.

## 2. Privacy Terms and Conditions:

The Parties acknowledge and agree that in connection with the Community Links Portal Pilot, the (Health Care Organization Name) will receive “Protected Health Information” (as defined in 45 CFR §160.103). Each Party agrees to maintain the confidentiality, privacy, and security of Protected Health Information as required

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by the Health Insurance Portability and Accountability Act (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), the regulations promulgated under HIPAA and HITECH, all as amended and in effect from time to time, and the terms of this Agreement. Each Party represents and warrants that it is a “covered entity” as such term is defined under HIPAA. Nothing in this Section is intended to or shall limit, restrict, or govern either party in its use or disclosure of Protected Health Information for treatment purposes or in any manner that is otherwise permitted or required under HIPAA, HITECH, or the regulations promulgated under HIPAA and HITECH, or other applicable law.

### 3. Term and Termination

- a. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of one year, and shall automatically renew for additional one (1) year terms, unless earlier terminated in accordance with the terms hereof. Upon such termination, access to the Community Links Portal by (Medical Practice) shall terminate.
- b. Termination Without Cause. Either Party may terminate this Agreement at any time without cause upon thirty (30) days’ prior written notice to the other Party.
- c. Termination Upon Breach. In the event of a breach by a Party, the other Party may terminate this Agreement immediately upon written notice to the breaching Party.

#### 4. Representations and Warranties; Intellectual Property Infringement.

- a. (ASAP Name) represents and warrants that it has obtained any consents, authorizations and/or other forms of legal permission required under HIPAA, other applicable law and from applicable third parties in order to provide patient/customer information and access to the Community Links Portal to (Health Care Organization Name) in the manner contemplated by this Agreement.
- b. (ASAP Name) represents and warrants that it has full right and authority to enter into this Agreement and that neither (ASAP Name) nor (ASAP Name's) employees or agents, if any, are under any pre-existing obligation or obligations inconsistent with the provisions of this Agreement or providing access to the Community Links Portal to (Health Care Organization Name).

(MP) represents and warrants that it has full right and authority to enter into this Agreement and that neither its employees or agents are under pre-existing obligation or obligations inconsistent with the provisions of this Agreement.

- c. (ASAP Name) further represents and warrants that it has no knowledge of any claims of infringement of any patent, copyright, trademark, or misappropriation of any trade secret or other proprietary right of any third party related to the Community Links Portal, or any other acts contemplated by this Agreement.

(ASAP Name) shall indemnify (MP) and hold it harmless from and against all demands, claims damages, losses and expenses (including attorney fees) arising out or a resulting from any action by a third party

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against (MP) that is based on any claim that (MP's) use of the Community Links Portal infringed a patent, copyright, or trademark or violated a trade secret or other proprietary right of any person or entity, except to the extent attributable to the gross negligence or willful misconduct of (MP) or its employees.

- d. (ASAP Name) shall procure and maintain during the term of this Agreement general liability and professional liability insurance in accordance with industry standards and such other insurance as may be required to cover claims based on a violation of Section 2 of this Agreement, or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Agreement in an amount not less than \$1,000,000 per claim. A copy of such policy or certificate evidencing coverage shall be provided to (HCO Name) upon request. (ASAP Name) shall notify (MP) immediately in the event of a lapse, cancellation, or material modification of such coverage.

(MP) shall procure and maintain during the term of this Agreement general liability and professional liability insurance in accordance with industry standards and such other insurance as may be required to cover claims based on a violation of Section 2 of this Agreement, or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Agreement in an amount not less than \$1,000,000 per claim. A copy of such policy or certificate evidencing coverage shall be provided to (ASAP Name) upon request. (MP) shall notify (ASAP Name) immediately in the event of a lapse, cancellation, or material modification of such coverage.

## **5. Miscellaneous.**

The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and if any action or other proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively in Suffolk County, Massachusetts. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect. Any and all notices required or permitted under this Agreement shall be sent by United States mail or facsimile transmission to the address provided in the recitals or to such other and different addresses as the Parties may designate in writing. No term of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented; provided that no such consent or waiver shall constitute consent to, waiver of, or excuse for any other different or subsequent breach. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement, and except as otherwise provided in this Agreement, all modifications or amendments to this Agreement must be in writing and signed by all Parties. This Agreement may be executed in counterparts. Sections 2 and 4.c will survive the termination or expiration of this Agreement.

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## 6. Signatures

The parties have caused this Agreement to be signed and delivered by their duly authorized representatives:

(ASAP Name), Inc.

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Sign

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Print name

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date

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Title

Health Care Organization, LLP

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Sign

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Print Name

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date

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Title