

MTQIP QUALITY COLLABORATIVE REMOTE ACCESS AGREEMENT

This Remote Access Agreement is by and between the organization listed in the signature block below (the "Covered Entity") and the Regents of the University of Michigan on behalf of its Michigan Trauma Quality Improvement Program Michigan ("MTQIP") and is effective as of the date fully execute by both parties below (the "Effective Date").

Recitals

1. The mission of MTQIP is to measure and improve the quality of care administered to trauma patients in Michigan. This is a voluntary collaboration between Level I and II trauma centers in the State of Michigan, funded by Blue Cross Blue Shield of Michigan and Blue Care Network of Michigan. The consortium supports a collaborative quality initiative (CQI) for trauma providers. Hallmarks of the program are complete and accurate data collection, data validation, risk-adjusted feedback on outcomes, and implementation of mechanisms to measure and correlate processes of care with outcomes.
2. Covered Entity is a member of the MTQIP Quality Collaborative. As a member, Covered Entity provides information to MTQIP, including Protected Health Information ("PHI"), so that MTQIP can perform its services related to the MTQIP Quality Collaborative ("Services").
3. MTQIP audits the validity of the data submitted by Quality Collaborative members. To make this audit as efficient as possible, MTQIP desires to have remote access to Covered Entity's electronic health information, and Covered Entity desires to provide such remote access, consistent with the separate HIPAA Business Associate Agreement between the Parties.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. DEFINITIONS

Terms Defined in Regulation: Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (the "Privacy Rule"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), and the HIPAA Breach Notification Regulations, 45

C.F.R. Part 164, Subpart D (the "Breach Notification Rule"), all as amended from time to time.

2. OBLIGATIONS OF MTQIP

- a. HIPAA Business Associate Obligations: Covered Entity and MTQIP have entered into a HIPAA Business Associate Agreement, which governs MTQIP access to Covered Entity's Protected Health Information ("PHI") to provide services related to Covered Entity's participation in MTQIP and is membership in the Quality Collaborative. MTQIP agrees to comply with the terms and conditions of the HIPAA Business Associate Agreement in its remote access to Covered Entity electronic health information systems for purposes of this Agreement.
- b. Authorized Users: MTQIP will provide a list to Covered Entity of MTQIP employees or independent contractors ("Authorized Users") whom MTQIP proposes to have access to Covered Entity PHI for auditing purposes. MTQIP must obtain the signed Authorized User Agreement, attached at Exhibit A, from each proposed Authorized User, and will provide a copy of such Authorized User Agreement to Covered Entity. MTQIP will provide Covered Entity with advance notice by mail, fax or email of any anticipated change to or departure of its Authorized Users, or within two business days of such change if advance notice is not possible. MTQIP is responsible for the actions of its Authorized Users.
- c. Conditions of Access: MTQIP and its Authorized Users may access Covered Entity PHI only for purposes permitted by this Agreement and the Authorized User Agreement.
- d. Security Requirements: MTQIP and its Authorized Users recognize that the Covered Entity's PHI must be secure against unauthorized access, and will comply with the security requirements and policies provided to MTQIP by Covered Entity.

3. OBLIGATIONS OF COVERED ENTITY

Issuance of Access Codes: Upon receipt of an Authorized User Agreement for a MTQIP Authorized User, Covered Entity will issue to MTQIP any necessary access codes to for an Authorized User to access electronic PHI relevant to the auditing function.

4. TERM AND TERMINATION

The term of this Agreement shall be effective as of the Effective Date below. This Agreement shall terminate upon Covered Entity's termination as a member of the MTQIP

Quality Collaborative, or upon advance notice of at least 30 calendar days from either party.

5. MISCELLANEOUS

- a. Compliance with Laws: The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon 30 business days' written notice to the other party.
- b. Construction of Terms: The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Rule, Security Rule or Breach Notification Rule issued by the Department of Health and Human Services.
- c. No Third Party Beneficiaries: Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. Notices: All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.
- e. Entire Agreement: This Agreement constitutes the entire agreement between the parties with regard to HIPAA and the HITECH Act, the Privacy Rule, the Security Rule and the Breach Notification Rule, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement.
- f. Waiver: No waiver by either party of any breach of this Agreement, no matter how long continuing nor how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor is any delay or omission on the part of either party to exercise or insist on any right, power, or privilege hereunder a waiver of such right, power or privilege.
- g. Severability: If a court of competent jurisdiction finds any term of this Agreement invalid, illegal or unenforceable, that term shall be curtailed, limited or deleted, but only to the

extent necessary to remove the invalidity, illegality or unenforceability, and without in any way affecting or impairing the remaining terms.

- h. Force Majeure: Neither party will be responsible for any failure or delay in its performance under this Agreement (except payment obligations) due to causes beyond its reasonable control that makes performance commercially impractical.
- i. Relationship of Parties: This Agreement will not establish any relationship of partnership, employment or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- j. Counterparts and Signature: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

This Agreement becomes binding when signed by authorized representatives of both parties (the "Effective Date").

Covered Entity: THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Name (Printed): _____ Jeanne Strickland

Signature: _____

Title: _____ Chief Compliance Officer

Date: _____ Date: _____

Contact information for Notices under this Agreement:

Print Name: _____ Print Name: Mark Hemmila

Title: _____ Title: MTQIP Program Director

Address: _____ Address: University of Michigan NCRC

Building 16, Room 139E_____

2800 Plymouth Road_____

Ann Arbor, MI 48109-2800_____

Phone: _____

Phone: 734-763-2854_____

Exhibit A
Authorized User Agreement

You have been identified by the Michigan Trauma Quality Improvement Program ("MTQIP") as an individual who will audit the validity of the data submitted by MTQIP Quality Collaborative members. To make this audit as efficient as possible, MTQIP desires to have its employees or independent contractors conducting such audits to have remote access to the electronic Protected Health Information ("PHI") of MTQIP Quality Collaborative members, all of which are HIPAA Covered Entities. Covered Entities will permit individuals to access electronic PHI for auditing purposes, only if those individuals agree to the terms and conditions of this Authorized User Agreement.

THIS IS A BINDING AGREEMENT. By signing below, you agree to comply with all terms and conditions in the Authorized User Agreement. **Failure to comply with these terms and conditions may be grounds for discipline, including without limitation termination of your employment or contract. You could also be subject to criminal sanctions and civil penalties under both federal and state law for inappropriately accessing PHI or inappropriately using any of the PHI to which you will have access.**

1. As an Authorized User, you may access PHI in a Covered Entity's electronic health information system only to perform audit functions on behalf of the MTQIP Quality Collaborative.
2. You have an obligation to maintain the confidentiality, privacy and security of all information you view in the Covered Entity's electronic health information systems. You agree to comply with applicable federal and state law regarding patient privacy.
3. You will not access, view, use or disclose any PHI from a Covered Entity's electronic health information system other than what is required for you to do your job or duties with MTQIP.
4. You will not release your access code or device or password to any other person, including any employee or person acting on your behalf. You will not allow anyone else to access a Covered Entity's electronic health information systems under your access code or device or password. You agree not to use or release anyone else's access code or device or password. You agree to notify MTQIP immediately if you become aware or suspect that another person has access to your access code or device or password.

5. You will not make any unauthorized copies of PHI in a Covered Entity's electronic health information systems. You will not save PHI to portable media devices (Floppies, ZIP disks, CDs, PDAs, and other devices), unless expressly permitted by MTQIP.
6. You will not to email any PHI from the Covered Entity's electronic health information systems to another email account, unless it is a secure email established by MTQIP.
7. You agree not to allow your family, friends or other persons to see PHI on your computer screen while you are accessing the Covered Entity's electronic health information systems. You agree to log out of the Covered Entity's electronic health information systems or activate a screen saver default upon leaving your workstation to prevent others from viewing information on a Covered Entity's electronic health information systems.
8. You agree never to access PHI for "curiosity viewing." This includes viewing PHI of yourself, your children, other family members, friends, or coworkers, unless access is necessary to perform your services.
9. MTQIP has the right at all times and without notice to access any hardware or software you use to access a Covered Entity's electronic health information systems to review and audit your use of a Covered Entity's electronic health information systems. This includes any hardware or software located at your office, your home, or any other site from which you access a Covered Entity's electronic health information systems.
10. You understand that all access to a Covered Entity's electronic health information systems and all receipt or viewing of information may be permanently logged and that such log may be used to audit and verify that you have followed the terms of this Authorized User Agreement.
11. You agree to report at once any violation of this Authorized User Agreement to MTQIP by yourself or another.

Name: _____

Signature: _____

Date: _____