

**Registry User Agreement Between
Health Improvement Partnership of Santa Cruz County Inc.
doing business as
Community Chronic Care Network
and**

Recitals

This Agreement delineates the rights and responsibilities of CCCN and of [Registry User] for the use of the CCCN electronic diabetes registry ("the Registry"). The goal of this communitywide Registry is to ensure that all adults with diabetes in Santa Cruz County receive consistent and continually improving medical support by employing secure and efficient electronic tools and sharing clinical practice innovations among our diverse providers of care. The Registry provides individual patient information including selected visit, laboratory and claims data, as well as clinical practice support information.

Community Chronic Care Network ("CCCN") is a community collaboration established to improve the health of people living with diabetes and other chronic health care conditions in Santa Cruz County. CCCN operates a communitywide electronic diabetes registry designed to promote secure and efficient sharing of health information in order to advance the quality of health care delivery in Santa Cruz County California. CCCN manages the Registry using persons to whom CCCN permits access in accordance with law. During the period of this Agreement, the Registry is being developed and operated under a federal grant funded by the Agency for Healthcare Research and Quality (AHRQ).

Health Improvement Partnership of Santa Cruz County Inc ("HIP") is a charitable not-for-profit corporation as defined under Section 501(c) (3) of the Federal Internal Revenue Code. The purpose of the organization is to identify and work collaboratively to address and resolve important health care issues in Santa Cruz County, and to promote and improve health care for the uninsured, underinsured and publicly insured in Santa Cruz County. HIP serves as the legal entity for the countywide implementation of the Registry under the terms of the AHRQ grant.

_____ ("**User**") is a licensed provider of health care services who desires to have access to the Registry to provide chronic care services to User's patients.

CCCN has acquired the software to operate the Registry through license from Physicians Medical Group of Santa Cruz County, and User has acknowledged that all rights to the use of such software are derived from such license.

Agreement

Now therefore, in consideration of the mutual promises and covenants contained herein, for good and valuable consideration, and intending to be legally bound hereby, User and CCCN agree as follows:

Rights and Responsibilities	CCCN shall	User shall
1. Right to Use Registry	<ul style="list-style-type: none"> • Hereby grants a non-exclusive, personal, nontransferable, limited right to have access to and to use the Registry subject to the terms of this Agreement. • Have the right to immediately suspend User's access to the Registry upon receipt of information indicating that User or User personnel have acted in violation of the terms of this Agreement or CCCN's Policies and Procedures. 	<ul style="list-style-type: none"> • Hereby accept the grant and comply with all provisions of this Agreement and accepts the responsibility to implement and maintain appropriate administrative, physical and technical safeguards to protect the confidentiality and integrity of the individual patient information on the Registry. • Comply with Policies and Procedures promulgated by CCCN.
2. Permitted Uses	<ul style="list-style-type: none"> • Access individual patient data for the management and administration of the Registry including maintaining a master patient index, updating patient records, and 	<ul style="list-style-type: none"> • Use the Registry for purposes of individual patient care, patient management, and quality improvement. ("User Permitted Uses") • All other uses of the Registry are explicitly

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	providing technical assistance. <ul style="list-style-type: none"> • Create Registry reports to evaluate provider adoption and health outcomes of people with diabetes in Santa Cruz County that do not identify User, other users, or patients. ("CCCN Permitted Uses") 	prohibited without prior written approval of CCCN.
3. Limited Access	<ul style="list-style-type: none"> • Limit access to individual patient information to users who have a treatment relationship with the relevant patient and by health plans to health plan's enrollees, as established according to CCCN's Policies and Procedures. 	<ul style="list-style-type: none"> • Access information only for individuals with whom User has a treatment relationship or for whom a provider who has a treatment relationship with a patient has requested a professional consultation from User.
4. Safeguards	Implement safeguards to fully comply with applicable federal, state, and local requirements, including the Privacy and Security Rules.	
5. Privacy Training	<ul style="list-style-type: none"> • Ensure that any agents or contractors agree to the applicable restrictions and conditions with respect to such information, including the obligation to implement reasonable and appropriate safeguards to protect patient and User privacy. 	<ul style="list-style-type: none"> • Train those members of User's workforce who are individually authorized by User and CCCN to have access to the Registry (Authorized Workforce") in User's Policies and Procedures to comply with federal, state, and local requirements to protect the privacy of patient information.
6. User IDs	<ul style="list-style-type: none"> • Establish a procedure and assign User IDs to ensure that each member of User's Authorized Workforce shall have and use a unique identifier. • Remove access rights for User ID upon notification by User that member of User's Authorized Workforce should not have access to User's patients in the Registry. 	<ul style="list-style-type: none"> • Adopt and maintain reasonable and appropriate security precautions for User IDs to prevent their disclosure to and use by unauthorized persons. • Use best efforts to ensure that no member of Authorized Workforce uses a User ID assigned to another person. • Be responsible for the conduct of all persons utilizing User IDs issued for the benefit of User. • Immediately notify CCCN of the termination of employment of any member of User's Authorized Workforce, or of User's withdrawal of authorization for any such person to access the Registry. • Accept that User acquires no ownership rights in any User ID, and User IDs may be revoked or changed at any time in CCCN's sole discretion.
7. User Authentication	<ul style="list-style-type: none"> • Establish authentication procedures to establish the identity and role of persons requesting User IDs, and for issuing and reissuing passwords. 	<ul style="list-style-type: none"> • Follow authentication procedures established by CCCN.
8. Third Party Access	<ul style="list-style-type: none"> • Permit access to user's patient information by the authorized business associates of health care providers and health plans for User Permitted Uses; and for other purposes subject to applicable law. 	<ul style="list-style-type: none"> • Not permit any third party access to the Registry without the prior written agreement of CCCN.

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9. Security Audits	<ul style="list-style-type: none"> • Conduct audits of the database and use of the Registry for data integrity, privacy and security precautions in accordance with Policies and Procedures established by CCCN. • Notify User of security violations identified by audit conducted in accordance with CCCN Policies and Procedures. 	<ul style="list-style-type: none"> • Conduct audits of the use of the Registry for data integrity, privacy and security precautions in accordance with Policies and Procedures established by User. • Investigate data integrity, privacy and security violations identified by CCCN or User audit process and take actions as appropriate. • Inform CCCN of the results of such investigations and cooperate with CCCN in corrective actions.
10. Breach of Security	<ul style="list-style-type: none"> • Notify User immediately of any breach or suspected breach of the security of the Registry with respect to User's patient information, of which CCCN becomes aware; or any unauthorized use or disclosure of information within or obtained from the Registry. 	<ul style="list-style-type: none"> • Notify CCCN immediately of any breach or suspected breach of the security of the Registry of which User becomes aware, or any unauthorized use or disclosure of information within or obtained from the Registry. • Take such action to mitigate the breach or suspected breach as CCCN may direct, and cooperate with CCCN in investigating and mitigating the breach.
11. Patient Notification	<ul style="list-style-type: none"> • Develop a Fact Sheet for Users explaining the Registry to patients including the patient's right of access and amendment. 	<ul style="list-style-type: none"> • Be responsible for informing individuals of their rights with respect to individual's patient information, such as the right of access and amendment. • Explain the Registry to patients including the clinical benefits and privacy safeguards of the Registry. • Include such statements (if any) in User's notice of privacy practices as may be required in connection with User's use of the Registry.
12. Deactivating Patients	<ul style="list-style-type: none"> • Move Registry patients to Inactive File ("Deactivating Patients") on a validated request from User in accordance with CCCN Policies and Procedures. • Promptly respond to a Registry patient's request for amending patient information. 	<ul style="list-style-type: none"> • Notify CCCN in writing or electronically to Deactivate Patients and verify reason for Deactivating Patient in accordance with CCCN Policies and Procedures.
13. Data Integrity	<ul style="list-style-type: none"> • Audit the integrity and internal consistency of Registry data in conformance with CCCN Policies and Procedures and follow-up with User regarding questions about accuracy of data. 	<ul style="list-style-type: none"> • Not place in the Registry any information that the User knows or has reason to believe is false or inaccurate. • Cooperate with CCCN in the administration of the Registry, including providing reasonable assistance in evaluating the Registry and collecting and reporting data requested by CCCN for purposes of administering the Registry.
14. Business Associate Agreements	<ul style="list-style-type: none"> • Enter into HIPAA compliant Business Associate Agreements with all users and other sources of patient data including laboratories, pharmacies, Health Plans, and other 3rd party payers to the extent required by applicable law. The "Business Associate Exhibit" 	<ul style="list-style-type: none"> • Enter into a HIPAA compliant Business Associate Agreement with CCCN to the extent required by applicable law. The "Business Associate Exhibit" attached hereto is hereby incorporated into this Agreement as if fully set forth herein.

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	attached hereto is hereby incorporated into this Agreement as if fully set forth herein.	
15. Workforce Compliance	<ul style="list-style-type: none"> Take appropriate corrective action against any agent or subcontractor who violates applicable privacy and security laws. Breach of requirements of this Agreement is grounds for termination of any agent or subcontractor. 	<ul style="list-style-type: none"> Take appropriate corrective action against any member of User's workforce who violates the terms of this Agreement.
16. Technical Assistance	<ul style="list-style-type: none"> Provide training and technical assistance to User and User workforce on implementation, adoption and continued use of the Registry. Operate a technical assistance service available during normal working hours and with a response time no later than one working day. 	<ul style="list-style-type: none"> Cooperate with the CCCN training and technical assistance staff to schedule training sessions and ensure maximum participation. Train new members of User workforce before each new user logs onto the Registry for the first time in accordance with CCCN Policies and Procedures.
17. Insurance	<ul style="list-style-type: none"> Obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by organizations providing electronic registry services. Such insurance shall be in amounts no less than \$1,000,000. per occurrence and \$3,000,000 in the annual aggregate. 	<ul style="list-style-type: none"> Obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in User's business. Such insurance shall be in amounts no less than \$1,000,000. per occurrence and \$3,000,000 in the annual aggregate.
18. Term of Agreement	The initial term of this Agreement shall commence on the later of the dates it is executed by both of the parties and continue until September 29, 2007. CCCN or User may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party.	
19. Effect of Termination	<ul style="list-style-type: none"> Terminate User's access to the Registry upon termination of this Agreement and comply with related applicable law. 	<ul style="list-style-type: none"> Cease to use the Registry upon termination of this Agreement. Return at the request of CCCN all documentation provided by or on behalf of CCCN.

21. No Warranties. Access to and use of the Registry, software used to operate and facilitate access the Registry, and the information contained in and received by User from the Registry or CCCN is provided without any warranty of any kind, express or implied. Without limitation, CCCN disclaims any and all warranties or liabilities for or with respect to erroneous transmissions or loss of service resulting from failures or delays of or by carrier lines or the owners or operators thereof or of other telecommunications service providers to the Registry or to User, CCCN further disclaims, without limitation, any and all warranties or liabilities for or with respect to intellectual property rights, (including, without limitation, copyright, patent and trademark rights) and for or with respect to clinical practice support information. User acknowledges that all decisions with respect to treatment of patients are and will be made by User alone. CCCN shall have no liability for or with respect to the consequences to User or User's patients of User's use of the Registry or the services provided hereunder. CCCN HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT AND ANY IMPLIED WARRANTIES ALLEGEDLY ARISING FROM TRADE USAGE OR COURSE OF DEALING.

22. General.

A. User shall promptly and fully defend, indemnify and hold harmless CCCN and HIP, its members, officers, agents, directors, trustees, and employees, and Registry users ("Indemnitees") from and against all claims, liabilities, demands, and judgments,

(including reasonable attorneys' fees and expenses incurred in the defense thereof) made or recovered against any Indemnitee for damages to any real or tangible property, or for personal injuries or death, including without limitation violation or breach of privacy rights ("Damages") caused by or arising out of use of or access to the Registry (whether or not authorized by the terms of this Agreement) by User (including all officers, directors, employees, independent contractors, volunteers and other personnel of User) or any person or entity gaining access to the Registry under a User ID assigned to User or any officer, director, employee, independent contractor, volunteer or other personnel of User.

B. All disputes or disagreements with respect to this Agreement or the Registry shall be resolved through binding arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association ("AAA"). A single arbitrator selected from the panel made available by the American Health Lawyers Association shall decide the matter. The parties may agree to use an arbitrator selected by the AAA.

C. No relationship of employment, partnership, joint venture or agency is created or intended to be created by this Agreement. The parties hereto are independent contractors with respect to each other.

D. This Agreement supersedes all previous agreements and constitutes the entire Agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter, and no party shall be entitled to benefits other than those specified herein. In entering into and executing this Agreement, the parties are relying solely upon the representations and agreements contained in this Agreement and no others, and all prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded. This Agreement may be modified or amended only by an instrument executed by the party to be charged.

E. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

F. Notices required to be given must be made in writing and shall be deemed given only if delivered personally or sent by overnight mail, by registered or certified mail, addressed as follows:

To CCCN:
5200 Soquel Ave. Suite 103
Santa Cruz CA 95064
Attention: Eleanor Littman, Project Manager

To User:

G. Notwithstanding any other provision of this Agreement or any Exhibit hereto, User hereby requests and authorizes persons or entities that create, maintain or hold data related to patients of User ("Data Holders"), including without limitation laboratories and pharmacies, to deposit such data into the Registry. CCCN is hereby authorized to deliver a copy of this Agreement to such Data Holders to confirm this request and authorization. With respect to this Section 22.G, such Data Holders shall be third party beneficiaries hereof.

Signatures

The individuals executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the Parties.

Health Improvement Partnership of Santa Cruz County Inc:

Signed: _____
Eleanor Littman, Executive Director

Date: _____

_____:

Signed: _____

Date: _____