

WITNESSETH:

1 referred to as VCH Remote Access Agreement, shall be completed and submitted to Valley Children's  
2 Hospital for approval. Included in the VCH Remote Access Agreement is the designation of a COUNTY  
3 Access Administrator, hereinafter referred to as "Site Administrator". The designated COUNTY Site  
4 Administrator information shall be provided in the Schedule 1 form, as referenced in the VCH Remote  
5 Access Agreement. Also included is the Terms of Use and Confidentiality Statement, which will be  
6 signed by COUNTY individual authorized users, as referenced in the VCH Remote Access Agreement  
7 as Schedule 2.

8 D. COUNTY's DPH Director or designee, shall identify designated COUNTY  
9 employees to enter into a VCH Remote Access Agreement with CONTRACTOR. Authorized COUNTY  
10 employees are those designated individuals who work in the following DPH Divisions/Programs:  
11 California Children's Services (CCS) and Medical Therapy Program; Child Health and Disability  
12 Prevention's Health Care Program for Children in Foster Care (HCPCFC); probation youth and children  
13 at risk for entering the Child Welfare System; Communicable Disease Investigation (CDI) and  
14 Epidemiology (EPI) Programs; and other programs engaging in certain activities, including authorizing  
15 payment for medical services, performing medical case management, providing health assessments  
16 and ensuring continuity of medical care for children and youth in out-of-home placement, providing  
17 medical assistance and treatment, or meeting the STATE-mandated investigation and reporting  
18 infectious diseases requirements for residents of Fresno County.

19 E. COUNTY and CONTRACTOR acknowledge that COUNTY-designated  
20 employees as of the effective date of this Agreement shall be listed in Exhibit B, "County of Fresno  
21 Employees Authorized to Remote Access of Valley Children's Hospital's Electronic Medical Records",  
22 incorporated herein by reference.

23 F. COUNTY's DPH Director or designee, reserve the right at any time during the  
24 term of this Agreement to add new COUNTY-designated employees to the list contained in Exhibit B.  
25 Such additions shall follow the process as defined in Section 1C of this Agreement, and upon mutual  
26 approval of the COUNTY's DPH Director or designee and the CONTRACTOR. COUNTY's DPH  
27 Director or designee, also reserves the right at any time during the term of this Agreement to delete any  
28 COUNTY-designated employees contained in Exhibit B. In the event of additions or deletions to Exhibit

1 B, COUNTY will notify CONTRACTOR within two (2) COUNTY business days. Additions or deletions to  
2 Exhibit B shall be attached to this Agreement and incorporated herein by this reference.

3 2. TERM

4 The term of this Agreement shall be for a period of one (1) year, commencing on April 14,  
5 2020 through and including June 30, 2022. This Agreement may be extended for an unlimited number of  
6 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first  
7 day of the next twelve (12) month extension period. The DPH Director or designee is authorized to execute  
8 such written approval on behalf of the COUNTY based on CONTRACTOR'S satisfactory performance.

9 3. TERMINATION

10 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be  
11 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
12 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
13 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

14 B. Breach of Contract - Either party may immediately suspend or terminate this  
15 Agreement in whole or in part, where in the determination of the terminating party there is:

- 16 1) An illegal or improper use of funds;  
17 2) A failure to comply with any term of this Agreement;  
18 3) A substantially incorrect or incomplete report submitted to the other party;  
19 4) Improperly performed service.

20 C. Without Cause - Under circumstances other than those set forth above, this  
21 Agreement may be terminated by either party upon the giving of thirty (30) days advance written notice of  
22 an intention to terminate to other party.

23 4. COMPENSATION/INVOICING

24 The process to grant COUNTY employees remote electronic access to CONTRACTOR-  
25 maintained electronic records, pursuant to the terms and conditions of this Agreement, shall be performed  
26 without the payment of any monetary consideration by the CONTRACTOR or COUNTY, one to the other.  
27 The parties hereto acknowledge and agree that their respective covenants made to the other party and  
28 benefits received from the other party under this Agreement shall form the basis of the consideration

1 exchanged between them under this Agreement.

2 5. INDEPENDENT CONTRACTOR

3 In performance of the work, duties and obligations assumed by CONTRACTOR under this  
4 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
5 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an  
6 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
7 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right  
8 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and  
9 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
10 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

11 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
12 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject  
13 thereof.

14 Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
15 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
16 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
17 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all  
18 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security  
19 withholding and all other regulations governing such matters. It is acknowledged that during the term of this  
20 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
21 Agreement.

22 6. MODIFICATION

23 Any matters of this Agreement may be modified from time to time by the written consent of  
24 all the parties without, in any way, affecting the remainder.

25 7. NON-ASSIGNMENT

26 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties  
27 under this Agreement without the prior written consent of the other party.

28 ///

1           8.     MUTUAL HOLD HARMLESS

2           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
3 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
5 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
6 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and  
7 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
8 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,  
9 agents, or employees under this Agreement.

10           COUNTY agrees to indemnify, save, hold harmless and at COUNTRACTOR's request,  
11 defend the CONTRACTOR, its officers, agents, and employees from any and all costs and expenses,  
12 damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR in connection with the  
13 performance, or failure to perform, by COUNTY, its officers, agents, or employees under this Agreement,  
14 and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to  
15 any person, firm or corporation who may be injured or damaged by the performance, or failure to perform,  
16 of COUNTY, its officers, agents, or employees under this Agreement.

17           9.     INSURANCE

18           Without limiting the parties' right to obtain indemnification, both parties shall, at its sole  
19 expense, maintain in full force and effect, insurance policies or a program of self-insurance, including but  
20 not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of  
21 the Agreement, to fund its liabilities. Coverage shall be provided for comprehensive general liability,  
22 automobile liability, professional liability, and worker's compensation exposure. Evidence of Insurance,  
23 Certificates of Insurance or other similar documentation shall not be required under this Agreement.

24           A.     Commercial General Liability - Commercial General Liability Insurance with limits of  
25 not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million  
26 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require  
27 specific coverages including completed operations, products liability, contractual liability, Explosion-  
28 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the

1 nature of this contract.

2 B. Automobile Liability – Comprehensive Automobile Liability Insurance with limits of  
3 not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages.

4 Coverage should include any auto used in connection with this Agreement.

5 C. Professional Liability – If party employs licensed professional staff, (e.g., Ph.D., R.N.,  
6 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One  
7 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

8 D. Worker's Compensation – A policy of Worker's Compensation insurance as may be  
9 required by the California Labor Code.

10 E. Cyber Liability – Cyber Liability Insurance, with limits not less than Two Million  
11 Dollars (\$2,000,000.00) per occurrence or claim, Two Million Dollars (\$2,000,000.00) aggregate. Coverage  
12 shall be sufficiently broad to respond to the duties and obligations as is undertaken by COUNTY or  
13 CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of  
14 intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion  
15 of privacy violations, information theft, damage to or destruction of electronic information, extortion and  
16 network security. The policy shall provide coverage for breach response costs as well as regulatory fines  
17 and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

18 Additional Requirements Relating to Insurance

19 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
20 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
21 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
23 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
24 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
25 a minimum of thirty (30) days advance written notice given to COUNTY.

26 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
27 employees any amounts paid by the policy of worker's compensation insurance required by this  
28 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
2 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

3           Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
4 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
5 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will  
6 administer this contract), stating that such insurance coverage have been obtained and are in full force; that  
7 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
8 policies that for such worker's compensation insurance the CONTRACTOR has waived its right to recover  
9 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
10 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
11 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
12 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
13 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
14 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
15 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
16 without a minimum of thirty (30) days advance, written notice given to COUNTY.

17           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
18 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
19 Agreement upon the occurrence of such event.

20           All policies shall be issued by admitted insurers licensed to do business in the State of  
21 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
22 rating of A FSC VII or better.

23       10.    AUDITS AND INSPECTIONS

24           The CONTRACTOR shall at any time during business hours, and as often as the COUNTY  
25 may deem necessary, make available to the COUNTY for examination all of its records and data with  
26 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the  
27 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
28 CONTRACTOR'S compliance with the terms of this Agreement.

1           A.       The COUNTY shall conduct periodic internal audits and inspections of all records  
2 and data necessary to ensure COUNTY'S compliance with the terms of this Agreement.

3           B.       The COUNTY shall permit the CONTRACTOR to conduct at any time during  
4 business hours, periodic reviews and/or audits of data necessary to ensure COUNTY's compliance in  
5 accordance with CONTRACTOR'S CareLink Agreement for Access to Protected Health Information as  
6 attached hereto as Exhibit A.

7           11.     HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

8           COUNTY and CONTRACTOR each consider and represent themselves as covered entities  
9 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191  
10 (HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law, including,  
11 but not limited to, complying with California's Child Abuse or Neglect Reporting Act, or CANRA (Penal  
12 Code §§ 11164 et seq.) for individuals listed on Exhibit B .

13           COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is only  
14 for treatment, payment, and health care operations.

15           COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of  
16 PHI pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic  
17 and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the  
18 U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

19           12.     NON-DISCRIMINATION

20           During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate  
21 against any employee or applicant for employment, or recipient of services, because of race, religious  
22 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic  
23 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military  
24 status or veteran status pursuant to all applicable State of California and Federal statutes and regulation.

25           13.     NOTICES

26           The persons and their addresses having authority to give and receive notices under this  
27 Agreement include the following:

28     ///



COUNTY

Director, COUNTY OF FRESNO  
Department of Public Health  
P.O. Box 11687  
Fresno, CA 93721

CONTRACTOR

ATTN: Director, Information Security  
Valley Children's Hospital  
9300 Valley Children's Place  
Madera, CA 93636-8762

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

14. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

15. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

16. ENTIRE AGREEMENT

This Agreement, including Exhibit A and B, constitutes the entire agreement between the

CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

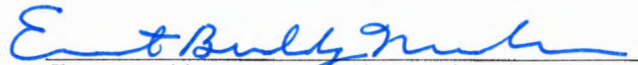
3 **CONTRACTOR:**

**COUNTY OF FRESNO:**

4 **Valley Children's Hospital**

5  
6 Danielle Barry

7 (Authorized Signature)

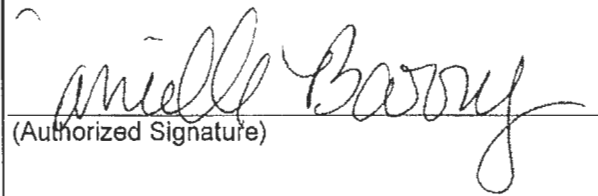


Ernest Buddy Mendes, Chairman of the Board of  
Supervisors of the County of Fresno

8  
9 Danielle Barry, Vice President Revenue Cycle Management

10 Print Name & Title

11 (Chairman of the Board, or President or Vice  
President)

12 

14 (Authorized Signature)

**ATTEST:**

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By: 

Deputy

16  
17 Print Name & Title

18 (Corporation, or any Assistant Secretary, or Chief  
Financial Officer, or any Assistant Treasurer)

19  
20 Mailing Address:

ATTN: Vice President

Revenue Cycle Management

9300 Valley Children's Place

Madera, CA 93636

25  
26 **FOR ACCOUNTING USE ONLY:**

ORG No.: 5620

Fund: 0001

Subclass: 10000

---

**VALLEY CHILDREN'S CARELINK AGREEMENT FOR  
ACCESS TO PROTECTED HEALTH INFORMATION**

---

(VALLEY CHILDREN'S HOSPITAL - \_\_\_\_\_)

---

THIS VALLEY CHILDREN'S CARELINK AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION (the "*Agreement*"), is entered into to be effective as of April 3, 2020 (the "*Effective Date*"), by and between VALLEY CHILDREN'S HOSPITAL, a California nonprofit public benefit corporation ("*Valley Children's*"), and \_\_\_\_\_ (the "*Outside Entity*").

**BACKGROUND**

- A. Valley Children's utilizes the Valley Children's CareLink system that allows healthcare providers to remotely access the electronic health records of their patients (referred to herein as the "*System*").
- B. The System will allow the Outside Entity to view and retrieve the electronic health records ("*EHR*") of its patients for the purposes of treatment, payment, and certain health care operations to the extent permitted without authorization by the Health Insurance Portability and Accountability Act of 1996 the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, "*HIPAA*").
- C. Valley Children's believes that the use of EHR technology by Outside Entity will substantially improve the quality of health care provided in and around Valley Children's and would therefore like to allow access to the System by Outside Entity, subject to the restrictions and other requirements set forth in this Agreement.
- D. Outside Entity agrees to use the System to improve the quality and efficiency of the medical services provided by Outside Entity to patients, including but not limited to, patients of Valley Children's.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the parties agree as follows:

**AGREEMENT**

1. **System Access.** Subject to the terms and conditions of this Agreement, Valley Children's hereby grants Outside Entity a non-transferable and non-exclusive license to access the System to permit the medical providers and their office administrators, billing/coding staff and nurses/clinical staff (collectively referred to herein as the "*Authorized Users*"), to electronically access and use the System solely for storing, processing and displaying medical records and other information, images and content related to the provision of healthcare to patients of such medical providers (the "*System License*"). Prior to granting access to the System, Outside Entity, shall submit certain information on each Authorized User, including the Authorized User's name and job title. Outside Entity shall submit the required information for each Authorized User to Valley Children's through the System.

Outside Entity agrees and acknowledges that such access and use shall be limited to that achieved through unique access codes provided to each individual Authorized User by Valley Children's, and that each of the Authorized Users shall be prohibited from using another Authorized User's

access code to access and/or use the System. Outside Entity further acknowledges and understands that Valley Children's may terminate individual Authorized Users' access and/or the entire System license at any time for any reason without penalty, regardless of any effect such termination may have on Outside Entity's operations.

Outside Entity agrees and acknowledges that any hardware, software, network access or other components necessary for Outside Entity to access and use the System must be obtained separately by Outside Entity. Valley Children's shall not be responsible for the procurement, installation or maintenance of any necessary components, and Valley Children's makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

2. **Access, Use, or Disclosure of Protected Health Information.**

2.1 Outside Entity shall not access, use, or disclose protected health information (referred to herein as "**PHI**"), received from Valley Children's in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA and the California Confidentiality of Medical Information Act ("**CMIA**" and, together with HIPAA, collectively referred to herein as the "**Privacy Laws**"). Outside Entity agrees to implement and utilize the System in accordance with any network privacy and security policies issued by Valley Children's from time to time.

2.2 Outside Entity shall, within one (1) business day of becoming aware of an unauthorized access, use or disclosure of PHI by Outside Entity, its officers, directors, employees, contractors, agents or by a third party to which Outside Entity disclosed PHI, report any such access, use or disclosure to Valley Children's. Such notice shall be made to the following:

Valley Children's Hospital  
9300 Valley Children's Place  
Madera, California 93636  
Attention: Privacy Officer

2.3 If at any time Outside Entity has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed, used, or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity will immediately give Valley Children's notice and take actions to eliminate the cause of the breach. To the extent Valley Children's deems warranted, in its sole discretion, Valley Children's will provide notice (at Outside Entity's expense) or require Outside Entity (at its own expense) to provide notice to individuals whose PHI may have been improperly accessed, used, or disclosed. If Outside Entity is required to provide notice to those individuals whose PHI may have been improperly, accessed, used or disclosed, Outside Entity agrees to abide by the statutory and regulatory requirements for such notice, as further defined in the Privacy Laws. In the event credit monitoring is necessary for affected individuals, it shall be provided at Outside Entity's sole cost and expense.

2.4 Outside Entity shall obtain the written approval of Valley Children's prior to allowing any agent or subcontractor access to PHI that is created or received on behalf of Valley Children's. In the event that Valley Children's consents to such third party access on a

case-by-case basis, Outside Entity shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Outside Entity through this Agreement.

- 2.5 Should this Agreement terminate for any reason, Outside Entity shall extend the protections of this Agreement and the required safeguards of the applicable Privacy Laws to any PHI accessed and/or maintained as part of this Agreement for so long as Outside Entity maintains such PHI.

3. **Process for Requesting System Access.**

- 3.1 Outside Entity shall also designate an administrator to coordinate and monitor user access. Outside Entity shall appoint its initial administrator by submitting the administrator's, name, job title, email address and telephone number, in the form provided herein as **Schedule 1**, to Valley Children's. In the event that Outside Entity appoints a different administrator, Outside Entity shall submit the information in **Schedule 1**, within twenty four (24) hours of appointing the new site administrator. Outside Entity shall also ensure that any prior site administrator's account access is terminated. The administrator is responsible for managing the individual Authorized User applications, submission of the information on each Authorized User, modification of Authorized User access and termination of Authorized User access for accounts that the Outside Entity is provided. Before access to the System, each Authorized User shall select "I ACCEPT" to the terms of the online terms of use and confidentiality statement (the "***Confidentiality Statement***") in the form provided herein as **Schedule 2**, attached hereto and incorporated herein by reference, as that form may be amended from time to time by Valley Children's in its sole and absolute discretion. Each Authorized User will be required to accept the Confidentiality Statement on an annual basis and upon any substantive revisions made by Valley Children's to the Confidentiality Statement. Failure to review and accept the Confidentiality Statement will result in denial, or termination, of access. Outside Entity agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Confidentiality Statement. Each Authorized Individual shall also complete, in a form and in a manner acceptable to Valley Children's, training regarding the requirements of the Privacy Laws as they pertain to System access.

- 3.2 For purposes of this Agreement, access to the System shall be permitted only for such categories of employees of Outside Entity who have a business and/or clinical need to access PHI of Valley Children's patients for purposes of carrying out their duties to such patients. Outside Entity agrees to notify Valley Children's within twenty-four (24) hours when any Authorized User is separated from employment of Outside Entity for any reason, including but not limited to termination or voluntary separation. The administrator at the site will terminate access immediately. Outside Entity further agrees, on a quarterly basis, to validate that the Authorized Users continue to require access to the System and continue to be employees or agents of Outside Entity.

4. **Data Ownership.** Outside Entity acknowledges and agrees that Valley Children's owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in Valley Children's at all times. Outside Entity shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of Valley Children's

without express written permission from Valley Children's.

5. **Term of Contract and Termination.**

5.1 **Term of Contract.** This Agreement shall become effective as of the Effective Date and shall continue thereafter for a period of one (1) year, unless earlier terminated as hereinafter provided (the "**Initial Term**"). This Agreement shall automatically renew for additional periods of one (1) year each (each, a "**Renewal Term**") and, together with the Initial Term, collectively referred to herein as the "**Term**"), unless either party provides notice of intent not to renew this Agreement not less than thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term.

5.2 **Termination.** Valley Children's may terminate this Agreement immediately and without liability for such termination, with or without cause.

6. **Insurance.** Outside Entity shall procure and maintain, during the term of this Agreement or any renewal hereof, sufficient insurance coverage or program of self-insurance to cover the Outside Entity in at least the following amounts:

6.1 Professional Liability: one million dollars (\$1,000,000) per occurrence and annual aggregate;

6.2 Workers' Compensation insurance in amounts as required by the laws and regulations of the State of California;

6.3 General Liability Insurance: one million dollars (\$1,000,000) per occurrence and annual aggregate; and

6.4 Cyber Liability Insurance: one million dollars (\$1,000,000) per occurrence and annual aggregate.

Outside Entity shall secure certificates of insurance for the above mentioned coverage and provide evidence of said certificates to Valley Children's at the time of execution of this Agreement and annually thereafter. Outside Entity shall also secure endorsements naming Valley Children's as an additional insured at the time of execution of this Agreement and annually thereafter.

7. **Indemnification.** Outside Entity agrees to indemnify and hold harmless Valley Children's, its governing board, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorneys' fees, which may arise from Outside Entity's performance under this Agreement or negligent or willful acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages arising from or pertaining to a breach of this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include, but shall not be limited to, the full cost of any required notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort and the cost of providing credit monitoring services to impacted individuals if necessary in Valley Children's sole reasonable

discretion.

8. **General Provisions.**

- 8.1 **Exclusions/Suspensions.** Outside Entity confirms that it has not been excluded, debarred or suspended from participation in any governmental program, including but not limited to Medicare, Medicaid, or Medi-Cal payor programs, and is not the subject of any investigation regarding participation in such programs, and has not been convicted of any crime relating to any governmental program. Outside Entity agrees to notify Valley Children's immediately if Outside Entity becomes aware of any adverse action related to Outside Entity's eligibility to participate in a governmental program. This Agreement shall immediately terminate if Outside Entity becomes ineligible.
- 8.2 **Use of Name.** Outside Entity shall not make any written use of or reference to Valley Children's name for any marketing, public relations, advertising, display or other business purpose or make any use of Valley Children's facilities for any activity unrelated to the express business purposes and interests of Valley Children's without the prior written consent of Valley Children's.
- 8.3 **Medicare Access to Records.** If the cost of the services provided under this Agreement equals Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, both parties, until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, shall make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representative, this Agreement and any books, documents, and records that are necessary to certify the nature and extent of the costs incurred.
- 8.4 **No Assignment.** Outside Entity acknowledges that this Agreement calls for personal services of a unique and personal nature, and as such, Outside Entity shall not delegate the performance of any such services to any other firm or corporation without the prior written consent of Valley Children's, which consent Valley Children's may grant or withhold in its discretion.
- 8.5 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties to it. No other person will have any rights, interest or claims under its terms or be entitled to any benefits under or on account of the Agreement as a third party beneficiary or otherwise.
- 8.6 **Severability.** The provisions of this Agreement are severable, and in the event that any provision is declared invalid, this Agreement shall be interpreted as if such invalid provision were not contained herein.
- 8.7 **Dispute Resolution.** The parties shall submit all disputes, claims or demands of any kind relating to or arising out of this Agreement ("*Controversy*") to a three-step dispute resolution process. The three-step process shall (i) begin with informal negotiations conducted in good faith; (ii) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the



Controversy cannot be resolved by mediation or if either party shall make written demand therefor, then; (iii) the parties agree to waive their rights, if any, to a jury trial, and to submit the controversy or dispute to a retired judge or justice pursuant to Section 638 et seq. of the California Code of Civil Procedure, or any successor provision, for resolution in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2 of the California Code of Civil Procedure, or any successor chapter. The parties agree that the only proper venue for the submission of claims is the County of Madera, California, and that the hearing before the referee shall be concluded within nine (9) months of the filing and service of the complaint. The parties reserve the right to contest the referee's decision and to appeal from any award or order of any court. Each party shall pay its own attorneys' fees and costs; provided that, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs actually incurred in bringing or defending the legal action.

- 8.8 **Applicable Law and Venue.** This Agreement shall constitute a contract under the laws of the State of California. Any action or proceeding brought hereunder shall be brought in the state court sitting in Madera County, California, or federal court sitting in the Eastern District of California, Fresno County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

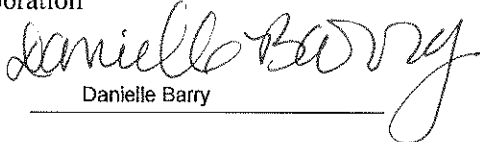
"Valley Children's"

"Outside Entity"

VALLEY CHILDREN'S HOSPITAL,  
a California nonprofit public benefit  
corporation

By:

Danielle Barry



By: \_\_\_\_\_

Its: Vice President Revenue Cycle Management

Its: \_\_\_\_\_

**Schedule 1**

Administrator

**Name:** Danielle Barry

**Job Title or Position:** VP, Revenue Cycle Management

**Email Address:** dbarry@valleychildrens.org

**Telephone Number:** 559-353-8875

**Schedule 1**

Administrator

**Name:** \_\_\_\_\_

**Job Title or Position:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

## Schedule 2

### Confidentiality Statement

#### Terms of Use and Confidentiality Statement

*The protection of health and other confidential information is a right protected by law and enforced by fines, criminal penalties as well as employer policy.*

*Safeguarding confidential information is a fundamental obligation for all persons accessing confidential information.*

*By clicking on "I AGREE" at the end of this statement you commit to the obligation, and WILL be used as proof that you understand and agree to the stated basic duties and facts regarding privacy.*

*Read it carefully.*

*Any account not used within 90 days will be disabled. After 180 days of inactivity the account will be terminated.*

*What you agree to in signing this statement:*

1. I agree to protect the privacy and security of confidential information I access through Valley Children's Hospital's (hereafter "*Valley Children's*") electronic records at all times.
2. I agree to: (a) access confidential information to the minimum extent necessary for my assigned duties; (b) use and disclose such information only to persons authorized to receive it for the purpose of treatment, payments and operations; (c) to refer any request for records outside of treatment, payment or healthcare operations to:

Valley Children's Hospital  
9300 Valley Children's Place  
Madera, California 93636  
Attention: Health Information Management Department

3. I understand and agree to the following:
  - (a) Valley Children's tracks all user IDs used to access electronic records. Those IDs enable discovery of inappropriate access to patient records.
  - (b) Inappropriate access and/or unauthorized release of confidential or protected health information will result in disciplinary action, up to and including termination of employment, and will result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my access to Valley Children's electronic records.

- (c) That I will be assigned a User ID and a one-time use activation code. I agree to immediately select and enter a new password known only to me. I understand I may change my password at any time, and will do so based on Valley Children's established policy and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. Also, I am aware that I am responsible for any use of the system utilizing my User ID and password. This includes data entered, viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will report this information to Connecticut Children's and I will also immediately change my password. I understand that User IDs cannot be shared. Inappropriate use of my ID (**whether by me or anyone else**) is **my** responsibility and exposes me to severe consequences.
4. ***Confidential Health Information includes but is not limited to:*** Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in HIPAA as "protected health information"). Examples include, but are not limited to:
- (a) Physical, medical, and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
  - (b) Patient insurance and billing records;
  - (c) Centralized and/or department based computerized patient data and alphanumeric radio pager messages;
5. ***Confidential Employee & Business Information that is not available in the public domain includes but is not limited to:***
- (a) Employee home telephone number and address;
  - (b) Spouse or other relative names;
  - (c) Social Security number or income tax withholding records;
  - (d) Information related to evaluation of performance;
  - (e) Other such information obtained from Valley Children's records, which if disclosed, would constitute an unwarranted invasion of privacy; or disclosure of protected or confidential information that would cause harm to Valley Children's.

**EXHIBIT B****LIST OF COUNTY OF FRESNO- DPH EMPLOYEES**

Authorized to remote access EMRs from Valley Children's Hospital's CareLink

**CMS Division**

<b>Employee Name</b>	<b>Title</b>	<b>Program</b>
Acosta, Tiffany Nicole Sandy	Admitting Interviewer	CCS Administration
Almaguer, Noel	Public Health Nurse	CCS Administration
Arce, Sandy Sue	Public Health Nurse	CCS Administration
Burgess Jr., Joseph E.	Staff Nurse	CCS Administration
Conde, Marilyn J.	Physical Therapist	CCS Administration
Constantino, Rudy C	Admitting Interviewer	CCS Administration
Garza-Wayne, Yuidico	Admitting Interviewer	CCS Administration
Gip, Quy Anh	Staff Nurse	CCS Administration
Jensen, Maribeth B	Staff Nurse	CCS Administration
Lawson, Sherilee J.	Head Nurse	CCS Administration
Lee, Pa	Admitting Interviewer	CCS Administration
Lopez, Rebecca	Admitting Interviewer	CCS Administration
Martin, Darawadee M	Staff Nurse	CCS Administration
Mayugba, Benilda B.	Staff Nurse	CCS Administration
Mehta, Khusal	Public Health Physician	CCS Administration
Mendoza, Sonia L	Sr Admitting Interviewer	CCS Administration
Milburn, Megan	Public Health Nurse	CCS Administration
Orejel, Martha	Medical Social Worker	CCS Administration
Ozaeta, Amada	Public Health Nurse	CCS Administration
Ramiro, Marjelyn V	Staff Nurse	CCS Administration
Reyes, Luz M	Admitting Interviewer	CCS Administration
Reyna, Veronica	Staff Nurse	CCS Administration
Roberts, Laurie Kay	Admitting Interviewer	CCS Administration
Robles-Solis, Ariana	Medical Social Worker	CCS Administration
Rodriguez, Angel	Admitting Interviewer	CCS Administration
Romans, Robert	Admitting Interviewer	CCS Administration
Smith, Shavonne	Staff Nurse	CCS Administration
Stevens, Kelly D	Staff Nurse	CCS Administration
Tagoe, Vivien	Staff Nurse	CCS Administration
Taylor, Bobbi Lynn	Sr Admitting Interviewer	CCS Administration
Thao, Bernard	Admitting Interviewer	CCS Administration
Tristan, Anita A.	Admitting Interviewer	CCS Administration
Vanhelsdingen, Khamsay	Staff Nurse	CCS Administration
Verma, Rajeev	Public Health Physician	CCS Administration
Vue, Michael P	Admitting Interviewer	CCS Administration
Woo, Heather Gin	Public Health Nurse	CCS Administration
Yang, Timothy Kou	Staff Nurse	CCS Administration
Bains, Kayli	Occupational Therapist	CCS Medical Therapy Program
Burckert, Eleana M	Physical Therapist	CCS Medical Therapy Program
Butler, Denise Dale	Occupational Therapist	CCS Medical Therapy Program
Dhillon, Harsham K.	Rehabilitative Therapy Manager	CCS Medical Therapy Program
Elenes, Alda	Office Assistant	CCS Medical Therapy Program
Gimenez, Josellito	Physical Therapist	CCS Medical Therapy Program
Lozano, Chriseida	Therapy Aide	CCS Medical Therapy Program
Piche, Ross	Physical Therapist	CCS Medical Therapy Program
Puliafico, Kelsey	Occupational Therapist	CCS Medical Therapy Program
Stewart, Leah	Office Assistant	CCS Medical Therapy Program
Sotelo, Susana	Therapy Aide	CCS Medical Therapy Program
Sticklin, Amy M.	Physical Therapist	CCS Medical Therapy Program
Yamashita, Sara	Occupational Therapist	CCS Medical Therapy Program

**LIST OF COUNTY OF FRESNO EMPLOYEES TO ACCESS**

### COMMUNITY HEALTH DIVISION

Employee Name	Title	Program
Lucas, Anthony	Program Technician	Epidemiology
Mendoza, Gregory	Program Technician	Epidemiology
Polfer, Kathryn	Program Technician	Epidemiology
Vue, Ge	Supervising Public Health Nurse	TB Control/Immunization
Al Saghbini, Samer	Public Health Physician	TB Control/Immunization
Blanks, Scottl	Public Health Nurse	TB Control/Immunization
Cox, Rogenia	Communicable Disease Specialist	TB Control/Immunization
Herrera, Rebecca	Public Health Nurse	TB Control/Immunization
Lee, Vang	Public Health Nurse	TB Control/Immunization
Lor, Koua	Public Health Chemist	TB Control/Immunization
Ramos, Patricia	Staff Nurse	TB Control/Immunization
Zendejas, Juana	Communicable Disease Specialist	TB Control/Immunization
Padgett, Lissett	Communicable Disease Specialist	Communicable Disease Investigation (CDI)
Marron, Martha	Communicable Disease Specialist	Communicable Disease Investigation (CDI)
Mendoza, Paula	Communicable Disease Specialist	Communicable Disease Investigation (CDI)
Perez, Angela	Communicable Disease Specialist	Communicable Disease Investigation (CDI)
Sanchez, Norma	Communicable Disease Specialist	Communicable Disease Investigation (CDI)
Dang, Michael	Public Health Nurse	Childhood Lead Poisoning Prevention/CDI
Peterson, Shelby	Public Health Nurse	Childhood Lead Poisoning Prevention/CDI
Carney, Mark	Social Worker	Congenital Syphilis
Kitaoka, Kevin	Communicable Disease Specialist	STD Program
Morales, Agustin	Communicable Disease Specialist	STD Program
Morales, Jay	Communicable Disease Specialist	STD Program
Vang, Hou	Communicable Disease Specialist	STD Program

### PUBLIC HEALTH NURSING

Employee Name	Title	Program
Adolf, Natalie	Public Health Nurse Coordinator	FIMR/SID* Coordinator
Carrasco, Monica	Public Health Nurse	Foster Care
Cunningham, Stacey	Public Health Nurse	Foster Care
Hughes, Michael	Public Health Nurse	Foster Care
Lopez, Sally	Public Health Nurse	Foster Care
Petersen, Janelle	Public Health Nurse	Foster Care
Dhondup, Tashi	Public Health Nurse	Foster Care
Wade, Lupe	Public Health Nurse	Foster Care

\* Fetal Infant Morbidity Report/Sudden Infant Death