THE HEALTH COLLABORATIVE



SERVICES AGREEMENT

Name of Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“You”)

The Health Collaborative (“THC”) 615 Elsinore Place, Suite 500, Cincinnati, Ohio 45202 has agreed to provide health information messaging services (“hb/messaging”) to Your organization. By using this service, You confirm your understanding and agreement to the following:

# hb/messaging is part of THC’s HealthBridge Health Information Exchange that securely receives, stores and delivers health information. THC is a Business Associate of the Covered Entities for whom it receives and maintains Protected Health Information (“PHI”). THC is obligated to comply with the same Security and Privacy Rules of the Health Information Portability and Accountability Act, as amended (“HIPAA”) as Covered Entities. This requires THC to ensure that PHI is disclosed only to those authorized to receive it.

# The data you receive contains PHI that has been identified as deliverable to You. You accept responsibility for its access and use at your end. You understand that if you are not the appropriate recipient, You have a responsibility to notify the sender and restrict further use.

# You must notify THC if providers are no longer part of your organization. THC will not forward results to other organizations.

# You understand that access must be granted only to authorized Users who are identified to THC by the Administrator(s) at your organization by submitting [this form](http://healthcollab.org/wp-content/uploads/2017/06/hb-Messaging-User-Request-Form-v1.3.doc). Access is by password which must be kept confidential and not be shared. Changes to authorized staff must be communicated to THC by an Administrator using [this form](http://healthcollab.org/wp-content/uploads/2017/06/hb-Suite-Organization-Administrator-Form-v1.0.doc).

## Creation and maintenance of the legal patient chart is your responsibility. Hb/messaging is not a designated record set. Your organization is responsible for obtaining and managing results on a daily basis. You retain responsibility for acting on all critical, abnormal and/or normal patient results.

# You agree to cooperate with any request from a content provider or THC if required by a HIPAA security audit.

## This Agreement shall commence upon submission of the Organization Administrator Form and the User Access Form (attached) and continue until terminated upon written notice. THC shall be entitled to no compensation for hb/messaging services.

Accepted by User:

By:

Its

Date: