

AVOCARE HIN PARTICIPANT REGISTRATION APPLICATION

This Avocare HIN Registration Application (“the Agreement”), is entered into by and between Innovations Avocare LLC., (“Avocare”), a Florida limited liability company and _____, (“Participant”), (“collectively the “Parties”).

RECITALS

Participant is a health care provider, either individually or as an entity or organization, that uses and discloses Protected Health Information (PHI) for treatment purposes; and

Participant may possess or maintain PHI that could be lawfully disclosed to other health care providers for patient treatment; and

Avocare has expertise in facilitating the lawful use and disclosure of PHI via a Health Information Network (“HIN”); and

In order to promote efficiency and convenience for the Participant and its patients and the patients of other health care providers, Participant wishes to participate in the electronic exchange of PHI via the HIN operated and managed by Avocare;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Effect of Registration Application and Agreement

The Participant acknowledges and agrees that the Agreement incorporates by reference the terms and conditions of the terms and conditions of the Avocare Health Information Network Terms of Use, which are currently in effect. ***PLEASE NOTE: The Participant may receive a complete copy of the Avocare Health Information Network Terms of Use on our website or by emailing contact@AvocareHealth.com or calling 850-702-0099 and asking for AvocareHealth.com support.***

2. Participant Information

Organization Name (Participant): _____

Fictitious Name (d.b.a.): _____

Organizaiton Name On Tax ID: _____

Organization Tax ID Number: _____

Physical Address: _____

Mailing Address (__same as above): _____

Billing Address (__same as above): _____

Billing e-mail (if applicable): _____

Telephone Number: _____

Fax Number: _____

Administrator's Name: _____

Lead Medical Director Name: _____

Number of Licensed Providers: _____

Number of Patient Encounters/Year: _____

3. Participant's Account Designee:

Designee will be responsible for the implementation plan for the participating organization as well as coordination of the credentialing of subsequent Authorized User accounts for employees of the Participant.

Name (Administrator): _____

Title: _____

Telephone Number: _____

E-mail: _____

4. Type of Participant (please check most appropriate box):

Hospital	
Physician Practice	
Imaging Facility	
Laboratory	
Pharmacy	
Home Health Agency	
Nursing Home/Extended Care Facility	
HMO	
Hospice	
Behavioral Health Counselors	
Durable Medical Equipment Company	
Physical Therapy/Rehab Provider	
EMS/Fire/Disaster Responder	
FQHC	

Other (identify and describe) _____

5. Participant License Information

If the Participant has been issued a license by a state agency or department, provide the following information.

Issuing Agency: _____

License Number: _____

Medicaid Provider Number(if applicable): _____

6. Participants as Data Providers:

Participants may be Data Providers, Data Recipients and have a Data Feed and Interface Connection to the Avocare HIN pursuant to the requirements of the Avocare Health Information Network Terms of Use. Participants intending to have a Data Feed and Interface Connection will work with Avocare staff to determine a data interfacing, validation, storage, and implementation process for their Electronic Health Record (EHR) system(s).

7. Level of Service and Usage Fees:

Participants are charged a fee for utilizing the Avocare HIN. Such fee shall be calculated on the level of service selected by the Participant and the number of physicians, if a practice, or the number of licensed beds, if a hospital. **Special pricing terms apply to other type organizations.**

Health Information Network Services		
Feature	Basic	Advanced*
Provider Clinical Messaging & Notifications	✓	✓
Referral Management	✓	✓
Demographic Data Access	✓	✓
Clinical Data Access	✓	✓
Electronic Medical Record Publishing & Transfer	✓	✓
- Secure "Print" to Health Information Network	✓	✓
- Secure "Print" to EMR	✓	✓
Initial Office Training & Education Workshop	✓	✓
Data Feeds & Interface Connection		✓
- Patient Demographics & Encounters		✓
- EMR Data		✓
- Laboratory Results		✓
- Radiology Results		✓
Patient Demographic Download		✓
Alignment to NHIN for EHR "Meaningful Use"		✓

** Advanced Features require a secure Data Interface Connection between the Avocare HIN and the Participants Electronic Health Record (EHR) system(s). Avocare will review Participants EHR system(s) and provide a cost based on a reduced per/hour rate as part of Participants Registration Application agreement.*

Please Check Desired Level of Service	<input type="checkbox"/> Basic
	<input type="checkbox"/> Advanced

Physician Practice Fee Structure	
# Physicians	Monthly Rate
Physicians 1 - 10	\$ call for rate x # of physicians
Physicians 11 - 20	\$ call for rate x # of physicians
Physicians 21 - 40	\$ call for rate x # of physicians
Physicians > 41	call for pricing
One-time Setup Cost	\$499.00
Enter Number of Physicians	#
Total Monthly Payment (calculated based on above chart)	\$
Advanced Feature Interfacing Cost* (one-time)	

Hospital Fee Structure	
Facility Type	Monthly Rate
Remote Rural/Critical Access Hospital	special rates available call for pricing
Hospital	call for pricing
One-time Setup Cost	\$999.00
Total Monthly Payment (calculated based on above chart)	\$
Advanced Feature Interfacing Cost* (one-time)	

Other optional services may be provided to the Participant on an as needed, at the Participant's sole discretion, on a time and materials bases under the following per/hour rates:

Optional Services	
Clinical Workflow Expert	\$250/hour
Health IT Consulting Services	\$150/hour
Interface & Software Developer	\$125/hour
Advertising	call for pricing

8. Remittance:

Participant will be invoiced by Avocare on a monthly basis and shall remit payment to the Avocare within Thirty (30) days of receipt of the invoice. Payment shall be made to Avocare, 3411 Capital Medical Blvd, Tallahassee, Florida. 32308, unless arranged electronically.

First Invoice Date:	
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9. Term:

Unless sooner terminated for cause pursuant to the Agreement or the Avocare HIN Terms of Use, the term of the Agreement shall be for a period of twelve (12) months commencing on the date of execution by the last party to sign the Agreement. This Agreement shall be automatically renewable in twelve (12) month renewal terms at the conclusion of the initial term unless either party provides the other party with written notice not less than thirty (30) days prior to the end of the term.

10. Participant Agreements and Representations:

Participant acknowledges and agrees that it has the burden of producing adequate documentation for proper evaluation of qualifications for access to the Avocare HIN. The Participant fully understands that any significant misstatements in or omissions from this application constitute cause for denial of access to the Avocare HIN or immediate revocation of access to the Avocare HIN in the event access has been granted. Participant agrees to immediately notify Avocare in writing of any substantial changes to

information provided in the access application, its status, or the status of its employees that would affect the Participant's right or their employee's rights to access the Avocare HIN.

The Participant acknowledges and agrees that if its application for access to the Avocare HIN is accepted that it will abide by the Avocare HIN Terms of Use Agreement currently in effect.

The Participant represents the following:

- a. Participant is not currently excluded or debarred from participation in and Federal, State or local government health care benefit program;
- b. Participant, if required to be licensed by a Federal or State agency or department, holds a valid and unrestricted license and is otherwise able to legally use and/or disclose PHI in the normal course of patient treatment activities;
- c. Participant, if applicable, is an entity duly organized, validly existing, and in good standing under the laws of the State of Florida, has all necessary powers to own its property and to carry on its business or profession as now owned and operated by it, and its status is active.
- d. Participant maintains an active practice in the State of Florida and is actively providing patient care services deemed appropriate for participation in the Avocare HIN.
- e. Participant is making application to the Avocare HIN for lawful purposes.
- f. Participant agrees to comply with all applicable laws and regulations relating to the use and disclosure of PHI and other confidential information.
- g. Participant agrees to obtain proper HIPAA consent from its patients prior to disclosing data to other providers via the Avocare HIN.

11. Requested Exceptions:

Participants that have a Data Feed and Interface Connection to the Avocare HIN may request in writing for their data to be managed in compliance with a business or technical rule that is not currently covered by this Agreement. All exceptions to the Avocare Health Information Network Terms of Use must be approved by Avocare prior to acceptance of the applicant as a data provided to the Avocare HIN.

12. Corporate Authorization:

This Agreement, the consummation of the transactions contemplated by this Agreement, and the performance, observance, and fulfillment by Participant of all the terms, conditions, and provisions of this Agreement on Participant's part to be performed, observed, and fulfilled, have been approved and authorized by Participant, if an individual, or Participant's management, and if necessary, by Participant's Board of Directors.

PARTICIPANT

AVOCARE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (hereafter, “Business Associate Agreement” or “Agreement”) is entered into effective the ___ day of _____, _____ (the “Effective Date”) by _____ (the “PARTICIPATING ORGANIZATION”) and Innovations Avocare LLC., (“AVOCARE”).

WHEREAS, the federal government, pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) has promulgated privacy regulations relating to the use, storage, transmission, and disclosure of patients’ Protected Health Information (PHI); and

WHEREAS, in performing its duties under the Agreement, AVOCARE may have access to protected health information of patients of PARTICIPATING ORGANIZATION and may be required to protect the privacy and confidentiality of health information of patients as business associates of the PARTICIPATING ORGANIZATION; and

WHEREAS, subcontractors, and others with which AVOCARE does business, requiring its business associates to undertake certain commitments restricting the use, disclosure and handling of PHI acquired or accessed by the AVOCARE; and

WHEREAS, the parties to this Agreement intend and agree to comply fully with all applicable laws and regulations, including those relating to patient privacy and confidentiality;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

The parties acknowledge and agree that AVOCARE, in performing its duties as a regional health information exchange receives individually identifiable health information as defined in Section 14 below (referred to as “Protected Health Information” or “PHI”), from PARTICIPATING ORGANIZATION and from PARTICIPATING ORGANIZATION’s contractors or enrollees, and creates, receives, or uses PHI on the PARTICIPATING ORGANIZATION’s behalf. AVOCARE agrees to maintain the privacy and security of such PHI as required by all applicable laws and regulations, including but not limited to HIPAA and the privacy and security regulations adopted under HIPAA. Without limiting the foregoing, AVOCARE agrees to the following:

1. **Use of PHI:** AVOCARE shall not use, and shall ensure that its directors, officers, employees, contractors, and agents (referred to collectively as “AVOCARE’s Agents”), do not use PHI other than as expressly permitted by the Agreement or as required by law. AVOCARE may also use PHI for the proper management and administration of its internal business processes that relate to its responsibilities, and to fulfill its legal responsibilities. In addition, AVOCARE agrees that it will not sell PHI, including patient lists, nor use any PHI to engage in “marketing,” as such term is defined in Section 164.501 or Title 45, U.S. Code of Federal Regulations.
2. **Disclosure of PHI:**
 - a. **Disclosure to Third Parties.** AVOCARE shall not disclose, and shall ensure that AVOCARE’s Agents do not disclose, PHI to any other person or entity (other than members of AVOCARE’s workforce as specified in subsection b. of this Section), unless disclosure is required by law, and as approved by PARTICIPATING ORGANIZATION. Any such disclosure shall be made only upon the written agreement of the subcontractor to be bound by the provisions of this Business Associate Agreement, for the express benefit of AVOCARE and PARTICIPATING ORGANIZATION. To the extent that AVOCARE discloses PHI to a third party, AVOCARE must obtain, prior to making any disclosure:

- i. Reasonable assurances from such third party that PHI will be held confidential as provided in the Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and
 - ii. An agreement from such third party to immediately notify AVOCARE of any breaches of the confidentiality of PHI, to the extent it has obtained knowledge of such breach.
 - b. Disclosure to Workforce. AVOCARE shall not disclose PHI to any member of its workforce unless AVOCARE has advised such person of AVOCARE's obligations under this Agreement, and of the consequences for such persons and for AVOCARE of violating them. AVOCARE shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of this Agreement.
3. **Safeguards:** AVOCARE shall implement all appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. AVOCARE shall provide PARTICIPATING ORGANIZATION with such information concerning the safeguards as PARTICIPATING ORGANIZATION may from time to time request and shall, upon reasonable request, give PARTICIPATING ORGANIZATION access for inspection and copying to AVOCARE's facilities used for the maintenance and processing of PHI, and to its books, records, practices, policies, and procedures concerning the use and disclosure of PHI. In addition, AVOCARE and AVOCARE's Agents shall comply with the minimum necessary requirements set forth in the HIPAA privacy regulations when using or disclosing PHI. AVOCARE also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of PHI by AVOCARE in violation of the requirements of this Agreement.
4. **Accounting of Disclosures:**
 - a. AVOCARE shall maintain a record of all PHI disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purposes of the disclosures.
 - b. Within ten (10) calendar days of notice by PARTICIPATING ORGANIZATION to AVOCARE that PARTICIPATING ORGANIZATION has received a request for an accounting of disclosures of PHI regarding an individual, AVOCARE shall make available to PARTICIPATING ORGANIZATION such information as is in AVOCARE's possession and is required for PARTICIPATING ORGANIZATION to make the accounting.
5. **Reporting of Disclosures of Protected Health Information:** AVOCARE shall, within five (5) business days (Monday – Friday) of becoming aware of a use or disclosure of PHI in violation of this Agreement by AVOCARE or AVOCARE's Agents, report such disclosure or use in writing to the Chief Executive Officer of the PARTICIPATING ORGANIZATION and describe remedial action taken or proposed to be taken with respect to such use or disclosure.
6. **Agreements by Third Parties:** AVOCARE shall enter into an agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by AVOCARE on behalf of PARTICIPATING ORGANIZATION, in which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to AVOCARE under this Agreement.
7. **Disclosure to U.S. Department of Health and Human Services:** AVOCARE shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of PHI available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.

8. **Access by Individuals:** Within ten (10) calendar days of receipt of a request by PARTICIPATING ORGANIZATION, AVOCARE shall permit any individual whose PHI is maintained by AVOCARE to have access to and to copy his or her PHI, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to PHI held by AVOCARE directly from AVOCARE, AVOCARE shall, within two (2) days, forward such request to PARTICIPATING ORGANIZATION. Any denial of access to the PHI requested shall be the responsibility of PARTICIPATING ORGANIZATION.
9. **Correction of PHI:** AVOCARE agrees to make any amendments to PHI that PARTICIPATING ORGANIZATION directs or agrees to under HIPAA. PARTICIPATING ORGANIZATION shall provide AVOCARE with written instructions regarding any such amendment.
10. **Amendment:** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or Florida relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, PARTICIPATING ORGANIZATION may, by written notice to AVOCARE, amend this Agreement in such manner as PARTICIPATING ORGANIZATION determines necessary to comply with such law or regulation. If AVOCARE disagrees with any such amendment, it shall so notify PARTICIPATING ORGANIZATION in writing within thirty (30) days of the date of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate the Scope and this Business Associate Agreement upon written notice to the other.
11. **Breach:** If AVOCARE breaches any of its obligations under this Agreement, PARTICIPATING ORGANIZATION may, at its option:
 - a. Exercise any of its rights of access and inspection under Section 3 of this Agreement;
 - b. Provide AVOCARE with notice of the breach and an opportunity to cure such breach within thirty (30) calendar days of the notice of breach. If AVOCARE fails to cure the breach to PARTICIPATING ORGANIZATION's satisfaction within such cure period, PARTICIPATING ORGANIZATION may terminate the Agreement by providing written notice to AVOCARE. If AVOCARE cures the breach within the cure period, PARTICIPATING ORGANIZATION may require AVOCARE to submit to a plan of monitoring and reporting of uses and disclosures of PHI, as PARTICIPATING ORGANIZATION may determine necessary to maintain compliance with this Amendment. Any such monitoring plan shall be made a part of the Agreement;
 - c. Immediately terminate the Agreement, with or without an opportunity to cure the breach; or
 - d. If termination is not feasible, report the breach to the Secretary of the United States Department of Health and Human Services. PARTICIPATING ORGANIZATION's remedies under this section and under the Scope shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
12. **Procedure Upon Termination:**
 - a. Except as provided in paragraph b. below, upon termination of the Agreement, for any reason, AVOCARE shall return or destroy all PHI received from PARTICIPATING ORGANIZATION, or created or received by AVOCARE on behalf of PARTICIPATING ORGANIZATION. This provision shall also apply to PHI that is in the possession of subcontractors or agents of AVOCARE. AVOCARE shall retain no copies of the PHI.
 - b. In the event that AVOCARE determines that returning or destroying the PHI is not feasible, AVOCARE shall provide to PARTICIPATING ORGANIZATION written notification of the conditions that make return or destruction infeasible. Upon agreement by PARTICIPATING ORGANIZATION that return or destruction of PHI is not feasible, AVOCARE shall extend the

protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as AVOCARE maintains the PHI.

13. **Indemnification:** AVOCARE shall indemnify and hold harmless PARTICIPATING ORGANIZATION from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorney’s fees) resulting from any claim, lawsuit or proceeding brought by a third party against PARTICIPATING ORGANIZATION and arising from or related to a breach or alleged breach by AVOCARE or AVOCARE’s Agents of the obligations referenced herein. AVOCARE’s obligation to indemnify shall survive the expiration or termination of the Agreement.

14. **Definitions for Use in this Agreement:**

- a. Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, that:
 - i. is created or received by a health care provider, health plan, employer, or healthcare clearinghouse; and
 - ii. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is reasonable basis to believe the information can be used to identify the individual.
- b. Protected Health Information shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and of its behalf concurrently with the execution of the agreement.

PARTICIPATING ORGANIZATION

AVOCARE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____