



MSSNY Contract Number: CO24582
Deliverable #8
Technology Component
Operating Plan



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1. HISTORY AND BACKGROUND

The DOH OHITT/MSSNY PPSO contract is a result of 2005 legislation directing the Department to “issue grant funding to one or more organizations broadly representative of physicians licensed in this state.” Project funding was directed “to include, but not to be limited to”:

- a) efforts to incentivize electronic health record adoption;
- b) interconnection of physicians through regional collaborations;
- c) efforts to promote personalized health care and consumer choice;
- d) efforts to enhance health care outcomes and health status generally through interoperable public health surveillance systems and streamlined quality monitoring.”

The legislation also called for a final report from the Department that includes among other requirements “the appropriateness of a broader application of the health information technology program to increase the quality and efficiency of health care across the state.”

The Medical Society of the State of New York (MSSNY) was awarded a contract in April 2009. The contract Statement of Work calls for MSSNY, along with representatives from NYS DOH and NYeC, to work with rural and solo and small group physician practices to plan, design, build, and initiate operations for PPSO’s that will focus on the following goals to improve the efficiency and effectiveness of health care consistent with the HIT vision and strategy being employed by NYS DOH and NYeC:

1. Performance reporting capabilities and interoperable HIT capacity connecting patients, clinicians, and payors and leveraging health information exchange among all stakeholders
2. Readily available evidence-based care guidelines
3. Improved access to care
4. Enhanced practice-level quality of care evaluation and reporting of health care outcomes
5. Coordination of care for patients with chronic disease
6. Physician practice change management to leverage technology and delivery models
7. A new business model with payors actively supporting physician participation through an enhanced payment system

2. DELIVERABLE #8 OVERVIEW

One of the basic tenants of a patient-centered medical home is the requirement to enhance quality and improved safety through appropriately utilized information technology (IT). Additionally, IT is leveraged to support evidence-based medicine and clinical decision support tools to provide optimal patient care, performance measurement, patient education, and enhanced communication/coordination.

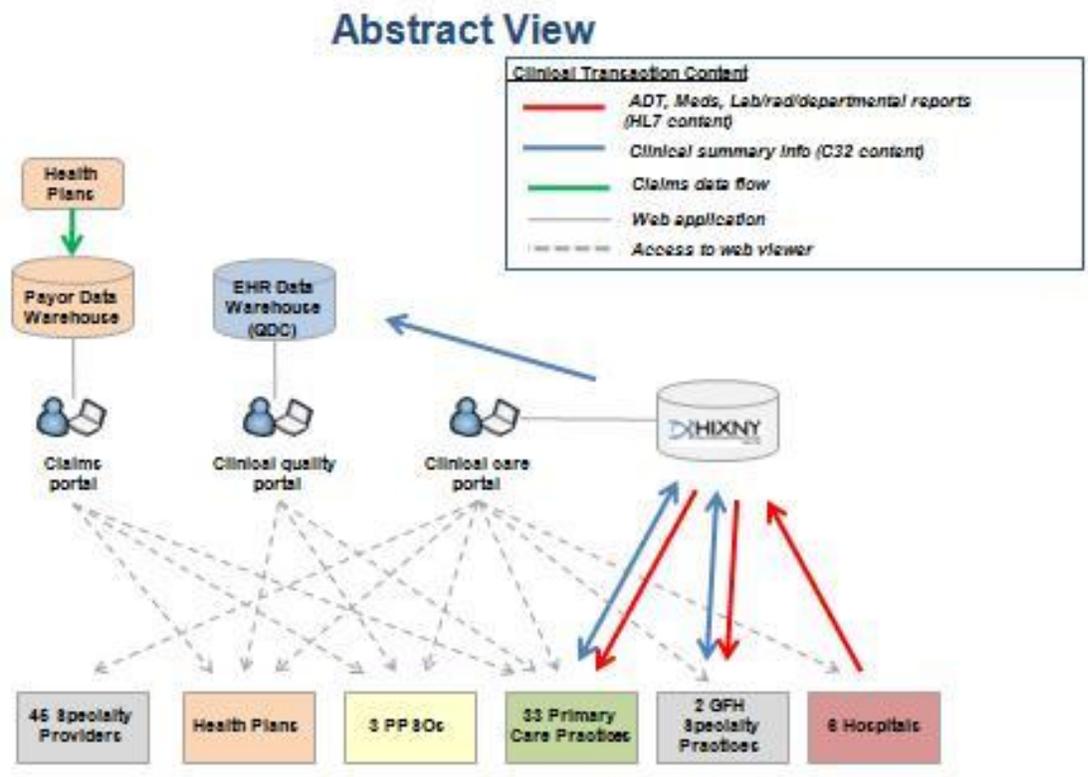
Ultimately coordination and integration of healthcare crosses all elements of a complex health care system (e.g., primary care, specialty care, inpatient, pharmacies, home health agencies and nursing homes) and the patient's community (i.e., family, public and private community-based services). The consistent use of electronic health records at the practice level, including e-prescribing and the development of health information exchanges, ensures the ability to coordinate care, and if leveraged, encourages patients to get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner.

This deliverable provides details of the technology operating plan designed to support the Adirondack Region Patient Centered Medical Home Pilot (APCMHP) program. Well-designed and well-implemented information technology (IT)—including electronic health record (EHR) systems, and patient data registries—are a critical component to the APCMHP operating plan. The overarching goal during the design phase was to promote collection of standardized data and system interoperability. Standardization and interoperability were key to ensure participants have access to and are able to share important patient information amongst care coordination team, Pods, participating providers, payors, and to support provider-patient communication and by encouraging patient engagement.

Previous deliverables described the design and implementation plans for the supporting technology. The operating plan is designed to leverage the technology to continuously improve the quality of care provided across the region. In addition, the technology augments the amount of population health information available, assists in identifying gaps in care against evidence-based guidelines, effectively identifies patients that will benefit from disease management activities to appropriately prevent admissions/re-admissions, and successfully manages high utilizers.

3. TECHNOLOGY OVERVIEW

The technology plan creates capabilities to enable secure data exchanges for clinical and payor data as illustrated below. Clinical data will be exchanged between each of the participating practices and hospitals and the Health Information Exchange New York (HIXNY), the regional health exchange serving northern New York. HIXNY is then capable of securely sending clinical data to the clinical data warehouse (QDC). The payor data will be submitted by participating health plans, by patient, to a separate, secure payor data warehouse. Information from both the payor and EHR warehouses will ultimately be available to participating practices, and both will provide the tools necessary for practice-level continuous quality improvement as well as clinical decision support for population health management.



The patient Data Warehouse will include data from the primary care providers' EHRs augmented by the HIXNY patient record, while the Payor Data Warehouse will contain a holistic view of the patient's experience from all the providers who have filed claims with the Adirondack Medical Home health plans for the patient. These data warehouses leverage similar web based reporting tools but utilize different, yet complementary information.

Combined, these two warehouses create a more comprehensive view of the patients' experience that neither warehouse would be able to individually provide. In addition, the three Pods were designed to enable practices to leverage the clinical decision informatics now available, including population health management and continuous quality improvement activities. Additionally, the use of the information contained in these data warehouses will facilitate the practices' and the Pods' ability to improve chronic disease care management, population health improvement and continuous quality improvement, utilizing the "Plan Do Study Act" (PDSA) methodology.

3.1 Quality Data Center (Clinical Patient Data Warehouse)

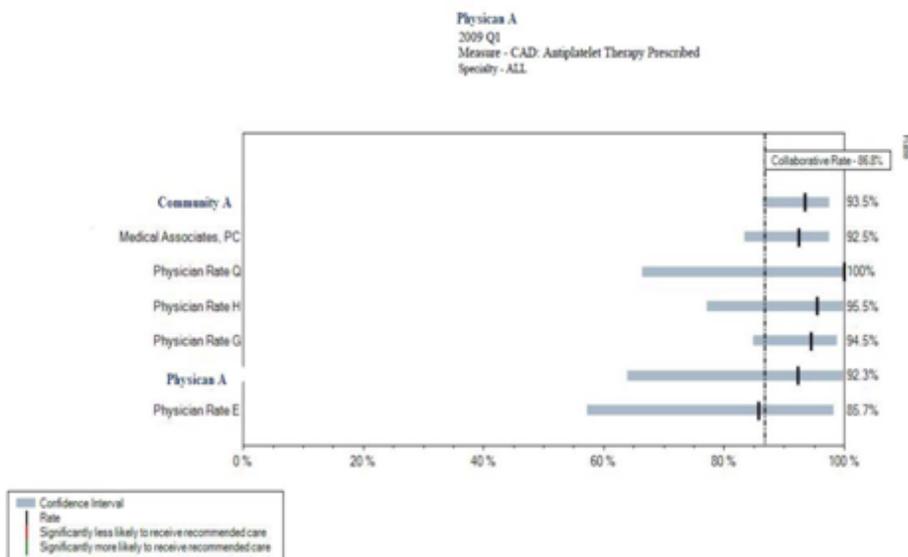
The Quality Data Center is an analytic engine and reporting portal leveraging the primary care practices' electronic health records (EHR) data from HIXNY. The QDC is a data warehouse that aggregates demographic data (surrogate unique patient ID, DOB and gender) and pertinent structured clinical data elements (Problems/Diagnoses, Procedures, Medications, Allergies, Immunizations, Lab & Radiology Results, vitals and social history) from EHR source systems using HIXNY as the intermediary. Patient consent is obtained at the practice/hospital level using the HIXNY Patient consent form which is provided as Attachment A.

With patient consent documented, data that is shared with HIXNY will be available downstream to the practice's EHR. The EHR data is then made available to the QDC. The data set contains clinically rich information which is not available in the Payor Data Warehouse. The reporting portal includes tools for quality reporting and condition reporting. Specific tools identify gaps in care, assess provider performance across peers, and monitor progress over time. The use of the information available in the QDC is ultimately to be used to facilitate the improvement of care and support disease management activities.

By leveraging the provider level data available within the QDC, practitioners can make evidence-based quality of care improvements, and Pods can evaluate practitioner's performance against the standards implemented for the six identified conditions, pinpoint evidence based gaps in care, and identify patients that require more intensive interventions/care management.

Examples of the type of data available for use by the Pods and participating practices from the QDC are illustrated in Figures 1 and 2 on the following page.

EHR Data Warehouse (MAeHC QDC): Peer Comparison Report

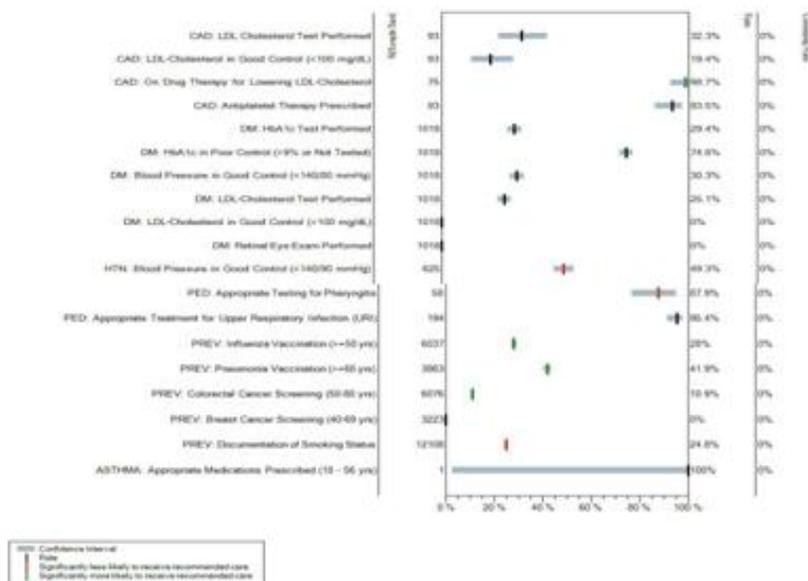


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Figure 1: QDC Date Report

EHR Data Warehouse (MAeHC QDC): Drill Down Report



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Figure 2: QDC Clinical Data Drill Down

3.2. Payor Data Warehouse

The data set within the Payor Data Warehouse contains the broadest view of the patient's care. The analytic engine and reporting portal will allow for quality reporting, condition tracking, and generation of patient specific care management that highlights evidence-based gaps in care.

The Payor Data Warehouse accepts enrollment, claims, and pharmacy data via secure electronic portal. The payor data will be structured and risk adjusted to identify clinical variation and track performance. The ultimate purpose is to facilitate quality of care/disease management activities by providing population level availability of information for "all care available," including hospital, specialty, ambulatory, and pharmacy expenditures. A key feature will be the ability to identify evidence-based gaps in care and identify patients with preventable hospital admissions/re-admissions. The data within this data warehouse will also be used to evaluate performance of participating practices within the APCMHP, specifically the ability to save more than the \$7 per member per month payment funded by the payors.

Key features include identification of gaps in care inclusive of all claims. Examples identifying gaps in care for Diabetes Care are provided on the following page. Figure 3 demonstrates diabetes compliance sample data, Figure 4 demonstrates diabetes data reported for discharge follow up, and Figure 5 illustrates sample compliance patient lists for these diabetic "gaps in care."

Provider Compliance Patient List : Diabetic Testing



Physician Group: Woodland Hill Medical Facility

Source: Treo Demo PPA/MPA 2008

This report compares compliance with the diabetic testing Evidence Based Guideline across Provider Groups. The focus of the report is all diabetics.

- Potentially Preventable expenditures include Potentially Preventable Readmissions (PPRs), Potentially Preventable Initial Admissions (PPIAs), and Potentially Preventable ER Visits (PPVs).
- Compliance is defined as having at least one of the following tests or exams over a 12 month period:

- Microalbumin Test: >=1
- A1c Test: >=2
- Retinal Eye Exam: >=1
- Blood Lipid Test: >= 1

Patient Name	CRG	CRG Severity	ER Visits	Admits	Allowed PMPM	Prev. PMPM
ADAMS (DE-ID), JULIA G.	Diabetes Level - 2	2	0	0	\$154.10	\$0.00
PHILLIPS (DE-ID), NORMA P.	Diabetes Level - 1	1	0	0	\$87.40	\$0.00
DAVIS (DE-ID), DOUGLAS D.	Diabetes and Hypertension Level - 3	3	4	0	\$593.54	\$0.00
JONES (DE-ID), SEAN O.	Diabetes Level - 2	2	0	0	\$425.75	\$0.00
WILLIAMS (DE-ID), TONY V.	Diabetes and Hypertension Level - 2	2	0	0	\$295.78	\$0.00
EVANS (DE-ID), JASON J.	Diabetes - Hypertension - Other Dominant Chronic Disease	2	0	0	\$402.22	\$0.00
THOMPSON (DE-ID), STEPHANIE T.	Diabetes Level - 2	2	4	0	\$188.18	\$0.00
EDWARDS (DE-ID), EDWARD F.	Diabetes and Hypertension Level - 1	1	0	0	\$87.81	\$0.00
PARKER (DE-ID), TRAVIS V.	Diabetes and Other Dominant Chronic Disease Level - 4	4	4	0	\$509.80	\$49.66
ROBINSON (DE-ID), EDWARD W.	Diabetes - Advanced Coronary Artery Disease - Other Dom	1	0	0	\$675.76	\$0.00
SCOTT (DE-ID), JULIA S.	Diabetes and Hypertension Level - 1	1	0	0	\$116.88	\$0.00
THOMAS (DE-ID), GERALD H.	Diabetes and Hypertension Level - 1	1	4	0	\$243.65	\$0.00
ADAMS (DE-ID), KATHRYN J.	Diabetes and Other Chronic Disease Level 2 Level - 2	2	0	0	\$291.16	\$0.00
COLLINS (DE-ID), ASHLEY H.	Diabetes Level - 1	1	8	0	\$491.15	\$0.00
LEWIS (DE-ID), MATTHEW X.	Diabetes and Other Moderate Chronic Disease Level - 5	5	0	0	\$247.92	\$0.00
LOPEZ (DE-ID), TIFFANY M.	Diabetes - Hypertension - Other Dominant Chronic Disease	2	0	0	\$292.00	\$0.00
PEREZ (DE-ID), GLADYS D.	Diabetes Level - 2	2	6	2	\$1,771.22	\$601.67
THOMAS (DE-ID), NANCY B.	Diabetes Level - 1	1	0	0	\$39.23	\$0.00

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Figure 3

Gap in Care: Discharge Follow-up



Physician Group: Peralta Physician Center

Source: Treo Demo PPA/MPA Calendar 2008

This report presents diabetics who had an admission to the hospital for any cause during the reporting period. Seven day and thirty day follow up visits to any provider in the community following discharge are tracked. Patients who did not receive any follow up visits within 30 days are listed by Provider with their hospital date, length of stay, DRG, and itemized 90 day post discharge ER and inpatient experience.

Physician	Inpatient Admissions	Inpatient Admissions without a 7 Day Follow up Visit	Percentage of Admissions without a 7 Day Follow up Visit	Inpatient Admissions without a 30 Day Follow up Visit	Percentage of Admissions without a 30 Day Follow up Visit
8891 NORMAN X. JACKSON (DE-ID) MD	1	1	100.0%	1	100.0%
8895 NORMAN Y. JONES (DE-ID) MD	13	10	76.9%	2	15.4%
8906 PATRICK B. GREEN (DE-ID) MD	4	1	25.0%	0	0.0%
8909 PATRICK C. BAKER (DE-ID) MD	1	0	0.0%	0	0.0%
8915 PATRICK D. NELSON (DE-ID) MD	1	1	100.0%	1	100.0%
Total	20	13	65.0%	4	20.0%

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Gap in Care: Discharge Follow-up



Physician Group: Peralta Physician Center

Source: Treo Demo PPA/MPA Calendar 2008

Patient Listing

8891 NORMAN X. JACKSON (DE-ID) MD

Patient	CRG	APR DRG	Admission Date	Length of Stay	Within 90 Days Post Discharge			
					ED	Admit	PPR	PPIA
CLARK (DE-ID), CYNTHIA H.	Diabetes Level - 1	Knee & Lower Leg Procedures Except Foot	2/18/2008	1	0	0	0	0

8895 NORMAN Y. JONES (DE-ID) MD

Patient	CRG	APR DRG	Admission Date	Length of Stay	Within 90 Days Post Discharge			
					ED	Admit	PPR	PPIA
ANDERSON (DE-ID), ANNIE Z.	Diabetes and Other Moderate Chronic Disease Level - 5	Knee & Lower Leg Procedures Except Foot	6/25/2008	5	0	0	0	0
CARTER (DE-ID), JESSE K.	Diabetes - Hypertension - Other Dominant Chronic Disease Level - 6	Major Small & Large Bowel Procedures	3/3/2008	9	0	3	1	0
CARTER (DE-ID), JESSE K.	Diabetes - Hypertension - Other Dominant Chronic Disease Level - 6	Syncope & Collapse	4/24/2008	1	0	2	0	0
CARTER (DE-ID), JESSE K.	Diabetes - Hypertension - Other Dominant Chronic Disease Level - 6	Other Back & Neck Disorders, Fractures & Injuries	9/10/2008	4	0	0	0	0
EDWARDS (DE-ID), FRANCES V.	Diabetes and Other Moderate Chronic Disease Level - 5	Chest Pain	9/21/2008	1	0	1	0	0
EDWARDS (DE-ID), FRANCES V.	Diabetes and Other Moderate Chronic Disease Level - 5	Uterine & Adnexa Procedures for Non-ovarian & Non-adenocarcinoma	12/1/2008	3	0	0	0	0
MARTIN (DE-ID), JESSICA Z.	Diabetes and Other Moderate Chronic Disease Level - 6	Hernia Procedures Except Inguinal, Femoral & Umbilical	4/22/2008	6	0	2	1	0
MARTIN (DE-ID), JESSICA Z.	Diabetes and Other Moderate Chronic Disease Level - 6	Cellulitis & Other Bacterial Skin Infections	8/7/2008	5	0	0	0	0
MILLER (DE-ID), JACOB X.	Diabetes and Other Moderate Chronic Disease Level - 4	Knee Joint Replacement	6/2/2008	5	0	0	0	0
RODRIGUEZ (DE-ID), EUGENE O.	Diabetes and Hypertension Level - 2	Other Pneumonia	5/19/2008	2	0	0	0	0

8906 PATRICK B. GREEN (DE-ID) MD

Patient	CRG	APR DRG	Admission Date	Length of Stay	Within 90 Days Post Discharge			
					ED	Admit	PPR	PPIA
CARTER (DE-ID), ERNEST W.	Diabetes and Other Dominant Chronic Disease Level - 2	Non-Bacterial Gastroenteritis, Nausea & Vomiting	4/5/2008	3	0	0	0	0

8915 PATRICK D. NELSON (DE-ID) MD

Patient	CRG	APR DRG	Admission Date	Length of Stay	Within 90 Days Post Discharge			
					ED	Admit	PPR	PPIA
JOHNSON (DE-ID), JAMES O.	Diabetes Level - 2	Cellulitis & Other Bacterial Skin Infections	6/16/2008	3	0	0	0	0

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Figure 4:

Provider Compliance Report: Diabetic Testing



Source: Treo Demo PPA/MPA 2008

This report compares compliance with the diabetic testing Evidence Based Guideline across Provider Groups. The focus of the report is in on **all diabetics**.

- Allowed Amounts and Potentially Preventable Amounts are risk adjusted by Clinical Risk Groups (CRGs). The variance represents the difference from the risk adjusted, expected amount. A positive variance indicates a higher than expected amount. A negative variance represents a lower than expected amount.
- Potentially Preventable expenditures include Potentially Preventable Readmissions (PPRs), Potentially Preventable Initial Admissions (PPIAs), and Potentially Preventable ER Visits (PPVs).
- Compliance is defined as having at least one of the following tests or exams over a 12 month period:
 - Microalbumin Test: ≥ 1
 - A1c Test: ≥ 2
 - Retinal Eye Exam: ≥ 1
 - Blood Lipid Test: ≥ 1

Provider Group	Patients with Condition			Patients with Condition Preventable		
	# Unique	Zero Tests	One or More Tests	Allowed PMPM	Expected PMPM	Variance PMPM
Woodland Hill Medical Facility	108	21	87	\$30.86	\$34.89	-\$4.03
Rancho Springs Medical Center	135	21	114	\$41.40	\$37.49	\$3.91
Pioneers Memorial	80	20	60	\$56.70	\$43.27	\$13.43
Summer Medical Center	172	20	152	\$51.14	\$51.54	-\$0.40
Kings Health Center	84	19	65	\$43.99	\$66.13	-\$22.13
Tahoe Family Planning	94	19	75	\$52.07	\$42.24	\$9.83
Happy Camp Health Service	113	19	94	\$56.17	\$54.22	\$1.95
Huron Medical Center	164	18	146	\$29.28	\$43.43	-\$14.14
Interlake Medical Center	60	16	44	\$35.02	\$37.04	-\$2.01
Hayward Memorial Care	69	16	53	\$43.87	\$35.13	\$8.73

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Figure 5

In addition, the Payor Data Warehouse augments identification of patients with newly acquired chronic diseases as well as those patients with recent clinical deterioration or progression of disease. The Payor Data Warehouse also allows for appropriate assignment into case management by the pods as well as identification of potentially preventable admissions, readmissions and ER visits.

Data from the Payor Data Warehouse will be reported from each participating payor in a number of different permutations. Patient level data will be reported to each provider and to each Pod for the providers assigned to their Pod. They will receive patient level data by payor and aggregate data by disease type across payors. Aggregate-only level data will be reported by payor across all Pods and providers. This structure is illustrated in Figure 6 below, where Provider 1 in the Lake George Pod will obtain patient level data for his/her patients by payor, and de-identified aggregate data to compare for all other providers across the Pilot.

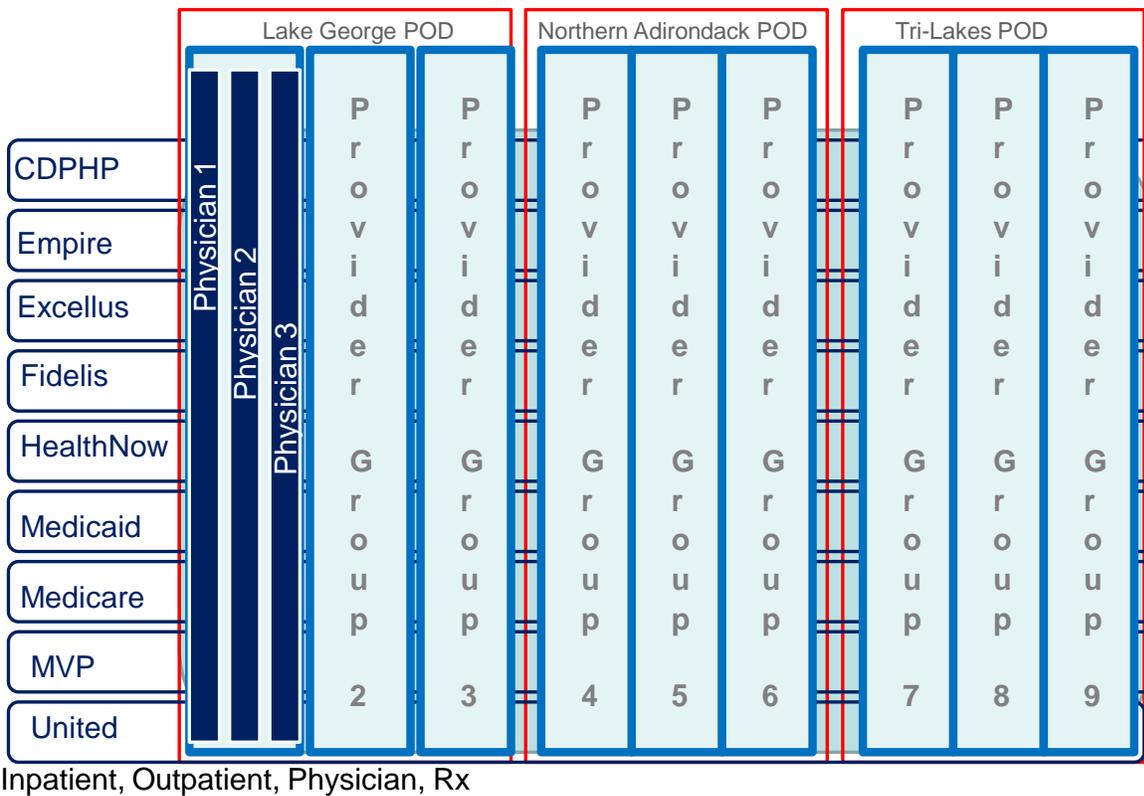


Figure 6

At the governance level, patient specific data will be made available to each payor for their specific patients. Additionally, each payor and AHI will receive de-identified aggregated data to monitor pilot performance. Figure 7 provides a comprehensive view of the flow of data and level of detail that will be available to each stakeholder.

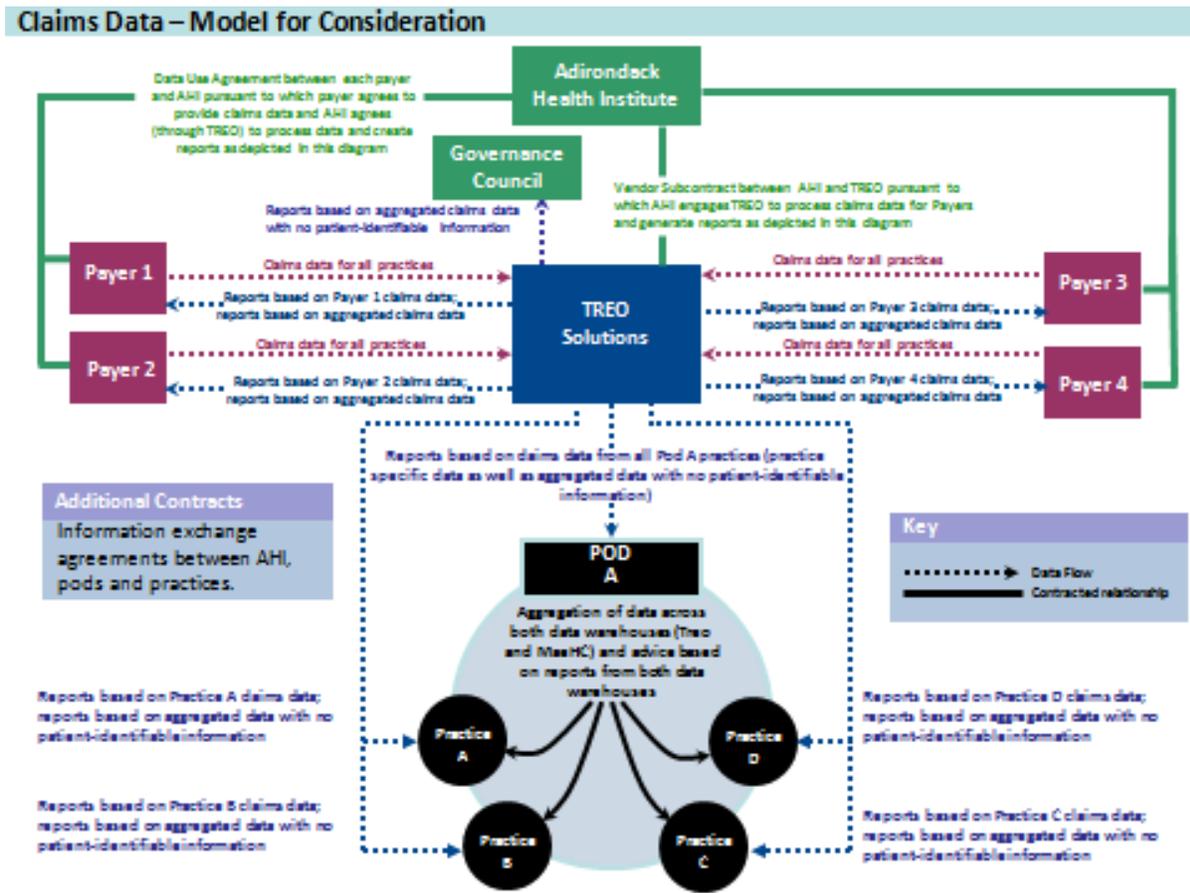


Figure 7

The approved Data Use Agreement is included as Attachment B.

Attachment A: Quality Data Center Patient Consent (HIXNY)



HIXNY ELECTRONIC DATA ACCESS CONSENT FORM [NAME OF PROVIDER ORGANIZATION]

In this Consent Form, you can choose whether to allow [Name of Provider Organization] to obtain access to your medical records through a computer network operated by the Healthcare Information Xchange of New York (HIXNY), which is part of a statewide computer network. This can help collect the medical records you have in different places where you get health care, and make them available electronically to our office.

You may use this Consent Form to decide whether or not to allow [Name of Provider Organization] to see and obtain access to your electronic health records in this way. You can give consent or deny consent, and this form may be filled out now or at a later date. Your choice will not affect your ability to get medical care or health insurance coverage. Your choice to give or to deny consent may not be the basis for denial of health services.

If you check the "I GIVE CONSENT" box below, you are saying "Yes, [Name of Provider Organization]'s staff involved in my care may see and get access to all of my medical records through HIXNY."

If you check the "I DENY CONSENT" box below, you are saying "No, [Name of Provider Organization] may not be given access to my medical records through HIXNY for any purpose."

HIXNY is a not-for-profit organization. It shares information about people's health electronically and securely to improve the quality of health care services. This kind of sharing is called ehealth or health information technology (health IT). To learn more about HIXNY and ehealth in New York State, read the brochure, "Your Health Information – Always at Your Doctor's Fingertips." You can ask [Name of Provider Organization] for it, or go to the website www.hixny.org.

Please carefully read the information on the back of this form before making your decision.

Your Consent Choices. You can fill out this form now or in the future. You have two choices.

- I GIVE CONSENT for [Name of Provider Organization] to access ALL of my electronic health information through HIXNY in connection with providing me any health care services, including emergency care.
- I DENY CONSENT for [Name of Provider Organization] to access my electronic health information through HIXNY for any purpose, even in a medical emergency.

NOTE: UNLESS YOU CHECK THIS BOX, New York State law allows the people treating you in an emergency to get access to your medical records, including records that are available through HIXNY.

Print Name of Patient

Patient Date of Birth

Signature of Patient or Patient's Legal Representative

Date

Print Name of Legal Representative (if applicable)

Relationship of Legal Representative to Patient (if applicable)

Attachment B: Payor Data Warehouse Data Use Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is effective and entered into this ____ day of _____, 2011 (the “Effective Date”) by and between Treo Solutions, Inc. (“Treo”) and the payor listed on the signature page hereof (the “Payor”).

WHEREAS, the Payor wishes to make available certain claims data to Treo in connection with the Adirondack Medical Home Demonstration; and

WHEREAS, such claims data will include individually identifiable health information;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Definitions.

- A. “Business Associate” shall mean Treo and any other individuals or entities who are recipients of the information being exchanged pursuant to this Agreement and who are performing functions, activities or services on behalf of the Payors.
- B. “Parties” shall mean the signatories to this Agreement.
- C. Other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of Business Associate:

- A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to the Payor as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to the Payor any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security

- number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for the Payor to ask questions or learn additional information.
- E. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Payor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- F. Business Associate agrees to provide access, at the request of the Payor, and in the time and manner designated by the Payor, to Protected Health Information in a Designated Record Set, to the Payor in order for the Payor to comply with 45 CFR § 164.524.
- G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Payor directs in order for the Payor to comply with 45 CFR § 164.526.
- H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Payor available to the Payor, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by the Payor or the Secretary, for purposes of the Secretary determining Payor's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Payor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. Business Associate agrees to provide to the Payor, in time and manner designated by the Payor, information collected in accordance with this Agreement, to permit the Payor to comply with 45 CFR § 164.528.
- K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.

III. Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise limited in this Agreement, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the Payor as specified in this Agreement.

- B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

- A. This Agreement shall be effective for the term as specified in this Agreement, after which time all of the Protected Health Information provided to Business Associate, or created or received by Business Associate on behalf of the Payor, shall be destroyed or returned to the Payor; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions of this Agreement.
- B. Termination for Cause. Upon knowledge of a material breach by Business Associate, the Payor may provide an opportunity for Business Associate to cure the breach and end the violation; or may terminate this Agreement if Business Associate does not cure the breach and end the violation within the time specified in the notice to cure; or the Payor may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, Business Associate shall return to the Payor, or destroy all Protected Health Information received from the Payor, or created by the Business Associate, on behalf of the Payor. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Payor notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and the Payor that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this Agreement may cause irreparable harm to the Payor. Therefore, the Payor may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the Payor harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors

and shall fully indemnify and save harmless the Payor from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation.

VI. Miscellaneous

- A. Regulatory References. A reference in this Agreement to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and the Payor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Addendum shall survive the termination of this Agreement.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this Agreement, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.