

ADDENDUM TO FACILITY SERVICES AGREEMENT
ELECTRONIC ACCESS

THIS **ADDENDUM TO FACILITY SERVICES AGREEMENT** (“Addendum”) amends and modifies the Facility Services Agreement (“Agreement”) dated _____ by and between 360care and the undersigned Facility. This Addendum is effective as of the _____ day of _____, 20__ (“Effective Date”).

NOW THEREFORE, the parties hereto agree as follows:

1. **360care’s Duties.** 360care will:
 - 1.1 Provide Facility with log-in usernames and passwords (“Credentials”) to allow Facility’s staff to access portions of the protected health information (“PHI”) of Facility patients who are being treated by 360care.
 - 1.2 Provide access to PHI through a portal. The amount and type of PHI to which Facility shall have access shall be determined by 360care.
 - 1.3 Review Facility’s list of staff who will access PHI, and, within its sole discretion, determine the reasonableness of the requested access. 360care may limit the number of Credentials that will be provided to Facility.

2. **Facility’s Duties.** Facility will:
 - 2.1 Provide 360care with a list of all members of Facility’s staff who will access PHI through the portal. Facility will immediately notify 360care of any changes to this list. For anticipated separations of staff, Facility shall provide prior written notice, to 360care, of not less than seventy-two (72) hours describing the date of the separation.
 - 2.2 Only access PHI related to its patients, consistent with applicable laws, regulations, and standards of conduct.
 - 2.3 Ensure that all of Facility’s staff receive Credentials from 360care. Facility will take all necessary and reasonable precautions to prevent the disclosure of Credentials. Facility shall ensure that each person accessing PHI has his/her own Credentials. Under no circumstances should a member of Facility’s staff share Credentials issued by 360care. Facility understands that 360care will hold Facility responsible for *any* unauthorized use of Credentials provided to Facility’s staff.

- 2.4 Keep confidential and not disclose PHI other than as permitted, or as required, by law.
- 2.5 Immediately notify 360care of any security incident¹ or of any use or disclosure of PHI that is not for the purpose of treatment, payment, or health care operations.
- 2.6 Make diligent efforts to mitigate any harmful effect of a use or disclosure not permitted by this Addendum.
- 2.7 Comply with, and not disable, 360care's administrative, technical, and physical safeguards to protect the privacy and security of PHI.
- 2.8 Obtain and maintain all hardware and software necessary for access to the PHI through the portal. Such hardware must meet the minimum hardware specifications as delineated by 360care and as revised from time to time. Facility must also obtain and maintain, at its sole cost and expense, whatever equipment and services may be necessary to access the portal. Facility will follow these guidelines:

Computers should have at a minimum:

- i) Commercial Anti-Virus with active subscription;
- ii) An enabled PC Firewall that denies unsolicited network traffic;
- iii) Current OS Patching to mitigate vulnerabilities; and
- iv) Whole Disk Encryption to protect stored information.

3. **Auditing.** Facility understands that 360care will periodically monitor and audit Facility's access and use to assure compliance with the terms of this Addendum.

4. **User Cooperation and Consent.** Facility agrees to fully cooperate with any audits or investigations conducted by 360care related to the privacy and security of the PHI and Facility's compliance with the terms and conditions of this Addendum. Facility understands and agrees to active and passive security forensics and has no expectation of privacy with regard to its access of the portal.

5. **Indemnification.** Facility agrees to defend, indemnify and hold harmless 360care and its affiliates, officers, directors, employees, and agents from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Addendum, where such claims, demands, actions, settlements, or judgments relate to the actions or omissions of Facility or Facility's staff (including but not limited to employees, agents, contractors and any others acting on Facility's behalf) or Facility's

¹ Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

breach of this Addendum or violation of any state or federal law regarding patient confidentiality.

6. **Disclaimer of Warranty.** 360CARE DOES NOT WARRANT OR GUARANTEE THAT FACILITY'S ACCESS TO THE PORTAL WILL BE FREE FROM INTERRUPTIONS OR DOWNTIME CAUSED BY REPAIR, IMPROVEMENTS, ALTERATIONS, ACTS OF GOD OR OTHER CAUSES.

7. **Limitation of Liability and Remedy.** 360CARE AND ITS AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE USE OF THE PORTAL. FACILITY'S SOLE REMEDY FOR DISSATISFACTION WITH THE PORTAL IS TO STOP USING THE PORTAL.

8. **Term and Termination**

The term of this Addendum shall run concurrently with the term of the Agreement. The Addendum shall terminate immediately upon the expiration or other termination of the Agreement.

Either party may terminate this Addendum at any time without cause upon thirty (30) days' prior written notice.

This Addendum and Facility's access to 360care's portal may be terminated by 360care immediately upon Facility's failure to comply with any obligation under this Addendum, or applicable law, rules, and regulations.

IN WITNESS WHEREOF, the parties agree to the terms of this Addendum:

Facility

360care

Facility NPI: _____

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Its: _____
Title

Its: _____
Title

Date: _____

Date: _____