Data Access Acceptable Use Agreement *for* HealthSmart MSO, Inc. and it's Contracted Clients Workforce Members
(Attachment A)

HealthSmart MSO, Inc. and contracted Client(s) requires that anyone and everyone granted access to our information systems must and will protect our Client's and patients' information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules and otherapplicable state and federal laws.

I acknowledge that (*please initial*):

_____ HealthSmart MSO, Inc. and Contracted Clients will issue me a unique user ID and password. I agree that I am not permitted to share this user ID or password with anyone. I will never share my password or leave it written down for others to find, nor will I utilize my user ID and passwordauto save functionality on any computer or mobile device.

_____ I understand my computer account and password will be considered my computer signature, and I will protect it accordingly. I will keep protected health information (PHI) out of sight and secure it when not in use to prevent unauthorized access.

_____ HealthSmart MSO, Inc. and Contracted Clients is granting me access to systems and information owned or operated by HealthSmart MSO, Inc. and Contracted Clients or one of its clients, and Iwill have access to confidential information not generally available or known to the public, including protected health information (PHI).

_____ I agree to immediately notify HealthSmart MSO, Inc. and Contracted Clients by calling the Compliance Hotline (844)622-1925 , if I have a reason to believe that anyother person may know my user ID or password.

_____ Federal and state laws protect HealthSmart MSO, Inc. and Contracted Clients information to which I will have access, and I will abide by those laws. I understandwhat qualifies as PHI and that I am required to comply with the HIPAA Privacy and Security Rules.

_____ I agree that I will not access HealthSmart MSO, Inc. and Contracted Clients information for which I have no legitimate need. I will not access records of my friends and family members. I will only access minimum necessary information for which I have a legitimate reason. I understand all activity istracked based on my user ID.

_____ I agree that I will hold HealthSmart MSO Inc. and Contracted Clients information in strict confidence and will not disclose or use it except (1) as authorized by HealthSmart MSO, Inc. and Contracted Clients; (2) as permitted under written agreement between HealthSmart MSO, Inc. and Contracted Clients and the Organization named below or myself; (3) consistent withthe reasons for my access; (4) solely for the benefit of HSMSO, its patients, its members, or its other customers; or (5) as required by applicable law.

_____ I understand that email is not a secure, confidential method of communication. I will not include confidential patient information in email communications, unless using an approved secure email method.

_____ I understand that should I need to use HealthSmart MSO, Inc. and Contracted Clients network, email, or telephone, it is a privilege that may be revoked if I misusethese services. I also understand that these services may be monitored and audited by HSMSO.

_____ I understand that should I need to work with HealthSmart MSO, Inc. and Contracted Clients data outside of the systems to which I am granted access, I will usesecure methods to dispose of files or documents containing PHI or other confidential information.

_____ I understand that if I breach the terms of this agreement, applicable HealthSmart MSO, Inc. and Contracted Clients privacy and/or security policies, or applicable law(including without limitation the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH), HealthSmart MSO Inc. and Contracted Clients may terminate my access, and HealthSmart MSO Inc. and Contracted Clients will be entitled to all remedies it may have under written agreement or under applicable laws, as well as to seek and obtain injunctive and other equitable relief, or contact law enforcement.

_____ I will report all suspected privacy and security incidents immediately, but no more than 3 days from the date of discovery, to HealthSmart MSO, Inc. and Contracted Client's toll-free **Compliance Hotline number at (844) 622-1925**.

I acknowledge that I have read and understand the HealthSmart MSO, Inc. and contracted clients Data Access Acceptable Use Agreement.Full Name (clearly print): _

_____   _____

Signature:_____   **Date:**_____/_____/_____

Data Access Acceptable Use Agreement *for* HealthSmart MSO, Inc. and it's Clients
(Attachment A)

All fields are mandatory and MUST be filled out, unless otherwise indicated.

Section I.

Office Information	Organization/Company Name:	
	Office Name (if different from above):	
	Street Address:	
	City, State, Zip Code:	
	Phone:	Fax:

Section II. *Please PRINT clearly when answering the questions below.*

User Information	Job Title and Credentials (if appropriate):		
	What patient information do you need for your job duties?		
	Last Name:		
	First Name:	Middle Name:	
	Work Email Address or mobile/cell number:		
	Request Access for:		
	Have you had previous HealthSmart MSO, Inc. and contracted clients access:	☐ No ☐ Yes: What was your login user name? _____ If you were granted access under a different name, what was it? _____	

Section III. *The Security Authorizer* is the person who is listed as the Primary Contact on the REMOTE USER Agreement, or the assigned designee (i.e. Site Administrator/Office Manager/Lead) who can request access or removal of access. If this request is for the Security Authorizer access, this section does not need to be completed.

Security Authorizer	Full Name:		
	Signature:		
	Work Email Address:		
	Phone:	Network ID:	

********Please Fax or Email all pages of this form to Fax: (714) 947-8708
or Email: providerservice@healthsmartmso.com**

Site Administrator Responsibilities Agreement for HealthSmart MSO, INC. and Contracted Clients REMOTE USER

HealthSmart MSO, Inc. and Contracted Clients requires that persons designated as a Site Administrator, will agree to the responsibilitiesassociated with managing their office staff/employees' access to HealthSmart MSO, Inc. and Contracted Clients REMOTE USER

1. Assist HealthSmart MSO, Inc. and Contracted Clients' Health Information Management Services with initial office set up, including:
   a. Providing your personal information directly to the REMOTE USER Support Team member
   b. Providing information when a new group needs to be created in Ehealthcare
   c. Facilitating the completion of Data Access REMOTE USER Agreement when needed
2. Communicate to the HealthSmart MSO, Inc. and Contracted Clients' Member Services any changes to office configuration, including:
   - Changes in office contact information (address, email, phone) within 30 days
   - Changes in providers in group to within 30 days
   - Changes in Site Administrator within 10 days
3. Use HEALTHSMART MSO, INC. AND CONTRACTED CLIENTS REMOTE USER to manage REMOTE USER access for office staff/employees, including:
   - Submitting request for new office staff, to include completion of the Data Access Acceptable Use Agreement for HealthSmart MSO, Inc. and Contracted client(s) Workforce Members form
   - Submitting employee termination on the same business day
   - Responding to the quarterly Attestation and all other attestations verifying that users are still employed by your office/company
   - Selecting proper REMOTE USER template based on employee's job duties
4. Ensure that your office staff/employees, having access to REMOTE USER, abide by statements inthe signed REMOTE USER, including:
   - They will not share his/her login and password with anyone else
   - That each office staff/employee is trained and complies with the legal obligations relating to the information to which the User has Access, including but not limited to Protected Health Information
5. Ensure that your office staff/employees understand the process for:
   - Claiming their new REMOTE USER access codes
   - Re-setting their passwords, when needed
   - Entering their PID responses
   - Self-training thru User Guides on REMOTE USER Home Page
6. Notify HealthSmart MSO, Inc. and Contracted Clients within 24 hours of having knowledge that an office staff/employee used REMOTE USER to acquire, access, view, use, or disclose any PHI for any purpose other than treatment, payment, or health care operations (as that term is defined in HIPAA), or for any unauthorizedpurpose reporting as a potential breach is done by calling HealthSmart MSO, Inc. and Contracted Clients' toll-free **Compliance Hotline** (844)622-1925 or http://healthsmartmso.ethicspoint.com.

I acknowledge that I have read and understand the Site Administrator Responsibilities Agreement for HealthSmart MSO. Inc. and Contracted Clients REMOTE USER.

Print Name: _____ Signature: _____
Organization Location Name: _____
Job Role: _____
Organization Address: _____
Date: _____

***Please return this form to HealthSmart MSO, Inc.
Provider Services at Fax: (714) 947-8708
or Email: providerservice@healthsmartmso.com