

EXHIBIT A

WNYHealthNet, LLC

PRACTICE CONFIDENTIALITY AGREEMENT

WNYHealthNet, LLC ("WNYHealthNet") may provide certain confidential, proprietary, trade secret, patient information and other information (collectively referred to as "Information") in connection with the WNYHealthNet Software License Agreement, (the "License"), by and between WNYHealthNet and [Name of Practice] (the "Practice").

1. For purposes of this Agreement, Practice represents, covenants and warrants that it is authorized to enter into this Agreement on behalf of, and intending to bind, all its Practice Employees, as that term is defined in the License. Wherever this Agreement contains a covenant or agreement by Practice it shall be read and construed to be binding on Practice and all Practice Employees, and Practice shall ensure that each Practice Employee shall abide by the terms and conditions of this Agreement. Any breach of the terms or conditions of this Agreement by Practice or any Practice Employee shall be a material breach of the License.

2. As a condition to WNYHealthNet's furnishing the Information, the Practice agrees, as set forth below, to treat such Information as confidential. Information includes, but is not limited to any Information, provided by WNYHealthNet whether electronically or on paper, obtained by meeting with WNYHealthNet personnel whether furnished before or after the date of this Agreement, together with any analyses, compilations, studies or other documents or records prepared by WNYHealthNet which contain or otherwise reflect or are generated from such Information. Information also includes individually identifiable health information and protected health information as defined in 45 C.F.R. §164.501. Information does not include Information which (1) becomes generally available to the public other than as a result of disclosure by WNYHealthNet or, (2) was available to Practice through proper means prior to disclosure by WNYHealthNet, or (3) becomes available to Practice through proper means from any source other than WNYHealthNet. Practice agrees that the Information shall not be used other than in connection with the purpose set forth in this Agreement. Further, Practice agrees to not use or further disclose the Information in a manner that if done by WNYHealthNet would violate the requirements of Part 164 of Title 45 of the Code of Federal Regulations, as amended from time to time. However, Practice may disclose the Information as follows: (1) Information may be disclosed to Practice Employees who need to know such Information for the purposes set forth in this Agreement; (2) if Practice is required by law or a regulatory authority to disclose Information, in which case Practice must give WNYHealthNet immediate note of such requirement and sufficient time against such disclosure; or (3) if WNYHealthNet or the person about whom the Information relates gives prior written authorization and consent to such disclosure. Practice shall use all necessary and appropriate safeguards to prevent use or disclosure of the Information other than as permitted hereby. Practice agrees to immediately

report to WNYHealthNet any proposed or actual use or disclosure of the Information not provided for by this Agreement of which it becomes aware.

3. Without the prior written consent of WNYHealthNet, Practice will not disclose to any person the fact that Information has been made available to Practice or that Practice has inspected any Information or portion thereof. The confidentiality obligations hereunder are perpetual and shall survive the term of this Agreement and the License. The term "person" as used herein shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or group.

4. WNYHealthNet shall have the right to terminate this Agreement at once if WNYHealthNet determines that Practice has violated a term or condition of this Agreement or the License. Notwithstanding any contrary or inconsistent provision in this Practice Confidentiality Agreement, the parties understand and agree that Practice will be accessing Information for the purpose of verifying eligibility for coverage of Practice patients by members of WNYHealthNet, LLC, and for other matters which are strictly and solely related to treatment, payment and healthcare operations, that Practice may use the information in furtherance of such functions without obtaining the approval of WNYHealthNet or making disclosure of such use to WNYHealthNet, and that Practice is not a business associate of WNYHealthNet within the meaning of HIPAA.

5. Practice agrees to provide any Enrollee, as that term is defined in the License, access to inspect and obtain a copy of his/her protected health information in a designated record set as defined in 45 C.F.R. §164.501. Practice agrees to make amendments or corrections to Enrollee's protected health information when notified by WNYHealthNet that it has accepted an Enrollee's request to amend or correct such information. Practice agrees to make protected health information available to WNYHealthNet so that WNYHealthNet may provide an Enrollee, upon request, an accounting of disclosures made by WNYHealthNet for reasons other than payment, treatment or health care operations, as those terms are defined in 45 C.F.R. §164.501. Practice agrees to make its internal practices, books, and records relating to the use and disclosure of protected health information received from WNYHealthNet available to the Secretary of Health and Human Services for purposes of determining WNYHealthNet's compliance with Subpart E of Part 164 of Title 45 of the Code of Federal Regulations.

6. In the event of the breach of any part of this Agreement by Practice, WNYHealthNet may exercise every right or remedy available at law or in equity including action(s) for damages and/or injunction. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to the principles of conflict of laws. This Agreement shall be automatically amended to comply with federal and New York law and regulations, including without limitation, HIPAA, as may be amended from time to time.

7. Practice may not assign this Agreement in whole or in part to any other party without the prior written consent of WNYHealthNet. This Agreement shall be binding on Practice and its respective successors and assigns.

8. This Agreement may not be modified except by written instrument signed by Practice and WNYHealthNet.

9. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this Agreement will not be impaired thereby and Practice and WNYHealthNet agree to take affirmative action to amend this Agreement to comply with any applicable federal or New York law or regulation.

10. The failure of WNYHealthNet to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions or options.

11. The person executing this Agreement on behalf of Practice represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the Practice.

IN WITNESS WHEREOF, Practice has executed this Agreement as of the date set forth below.

[Practice Name]

By: _____
Print Name: _____
Title: _____

Dated: _____

WITNESS:

Print Name: _____