**INFORMATION SHARING AGREEMENT**

THIS INFORMATION SHARING AGREEMENT (“Agreement”) is entered into as of April ---, 2016, by and between PARTNER AGENCY, an Illinois not-for-profit corporation and X, an Illinois not-for-profit corporation (X). PARTNER AGENCY and X are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, PARTNER AGENCY is a an Illinois not-for-profit 501 (c) (3) corporation and a federally qualified health center that receives federal grant funds pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. 254b, administered by the Health Resources and Services Administration within the United States Department of Health and Human Services and provides comprehensive primary care, preventive care, and related services (including essential ancillary and enabling services) to residents of its community, regardless of the individual’s or the family’s ability to pay; and

WHEREAS, X is an Illinois not for profit corporation whose employees and independent contractors are licensed by the State of Illinois for the provision of certain mental health services authorized by their respective licenses; and

WHEREAS, PARTNER AGENCY desires to obtain the services of X and X desires to be so engaged by PARTNER AGENCY, on the terms and conditions set forth in this Agreement.

**Access to Information**

**Access for Treatment.**

Subject to the conditions set forth below, when a patient is under the treatment of a Party, the other Party shall grant the treating Party (and the individuals the treating Party designates pursuant to the Agreement) full access to the relevant medical records for purposes of treating the patient.

**Party Representation Regarding Legality of Access**. Each Party represents and warrants that it is authorized to allow the other party, access the Information as set forth in this Agreement pursuant to the HIPPA Privacy Rule and the Illinois Mental Health and Developmental Disabilities Confidently Act pursuant to a duly executed authorization from any Individual to whom the Information applies.

**Access to Information By Party Personnel.** Each Party shall determine the personnel under its control allowed to access and retrieve healthcare information for the treatment of patients.

**Policies and Procedures**: Each party shall comply with all policies and procedures from time to time furnished by the other Party in writing concerning the use of the medical records.

**Term and Termination***:* This agreement shall continue until terminated by either party on thirty (30) days’ written notice to the other Party.

**Indemnification**: Each Party shall indemnify and defend the other Party and its officers and employees from and against any claim, liability or cost (including reasonable attorneys’ fees) arising out the of the operation of this Agreement

**Notices**. Notices shall be deemed delivered when delivered personally in writing, or three (3) business days after deposit in the United States Mail, first class postage prepaid, and addressed to the parties at their addresses set forth below; provided that a party may change its address for notices by giving notice to the other parties as provided in this section.

PARTNER AGENCY: X:

By: By:

Date: Date: