

MAIN LINE HEALTH EPICCCARE LINK ACCESS AGREEMENT

This MAIN LINE HEALTH EPICCCARE LINK ACCESS AGREEMENT ("Agreement") is entered into between MAIN LINE HOSPITALS, INC., by and on behalf of itself and its affiliated entities within the Main Line Health system ("MLH") and the entity defined on the signature page hereto ("Entity").

PURPOSE

MLH uses certain systems, including "EpicCare Link" ("ECLink") that provide authorized users with remote access to the electronic health records of MLH's patients ("EHR"). Categories of authorized users for ECLink may include health care providers, payers, vendors and others who collaborate in the treatment, payment and health care operations functions of MLH, and other parties authorized by MLH consistent with applicable law concerning the privacy and security of health and other personal information.

MLH believes that the use of ECLink by Entity will substantially improve the quality and efficiency of health care provided to patients, whether directly or in support of MLH's treatment, payment or health care operations functions, and therefore wishes to allow Entity to access ECLink, subject to the restrictions and other requirements set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. EPICCCARE LINK ACCESS

- 1.1 **License.** Subject to the terms and conditions of this Agreement, MLH hereby grants Entity non-transferable and non-exclusive access to ECLink to permit the employees designated on submitted User Enrollment Form (each, an "Authorized User") to access and use ECLink to view and display medical records and other information in the EHR related to MLH patients ("Protected Health Information" or "PHI") solely for the purpose of carrying out the functions for which access has been granted under this Agreement, as set forth on the signature page to this Agreement ("System License").
- 1.2 **Access Codes.** Entity represents, warrants and covenants that access to and use of ECLink shall be limited to that achieved through a unique access code or User ID provided to each individual Authorized User by MLH and that each Authorized User shall be prohibited from using another Authorized User's access code to access and/or use ECLink.
- 1.3 **Network Access Components.** Entity shall implement and utilize ECLink. Entity acknowledges and agrees that any hardware, software, network access or other components necessary for access and use of ECLink must be obtained separately by Entity at its sole cost and expense and paid directly to the suppliers of such components. MLH shall not be responsible for the procurement, installation or maintenance of any necessary components. MLH makes no representations or warranties regarding the components whatsoever.

2. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”)

- 2.1 HIPAA and Privacy Laws.** Entity shall comply with the standards for privacy and security of individually identifiable health information set forth in the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, “HIPAA”). Entity shall not use or disclose PHI received from MLH in any manner that would violate any federal or state laws, including, but not limited to, HIPAA; the Public Health Service Act (42 U.S.C. § 290dd-2); the Drug and Alcohol Abuse Control Act (71 P. S. § 1690.108); the Mental Health Procedures Act (50 P.S. § 7103), and the Confidentiality of HIV- Related Information Act (35 P.S. § 7607) (collectively, “Privacy Laws”). Entity shall access or use PHI received from MLH only in accordance with the provisions of this Agreement and the Privacy Laws. Entity agrees that all information accessed through ELink shall be maintained in the strictest confidence and as required by the Privacy Laws and shall not be disclosed except as permitted by this Agreement and the Privacy Laws. Entity may include electronic or paper copies of medical records and other information, images and content obtained from MLH using the System License in Entity’s medical records for its patients. After Entity has downloaded, copied, printed, or otherwise obtained PHI through ELink, any subsequent disclosure of such information by Entity shall be from Entity’s medical record.
- 2.2 Policies and Training.** Entity shall use ELink in accordance with (i) all legal, professional and ethical requirements applicable to PHI maintained by MLH and provided to Entity and (ii) any applicable policies and procedures, issued by MLH and provided to Entity from time to time, including network security policies and training and certification requirements.
- 2.3 Sensitive Records.** ENTITY IS REMINDED THAT CERTAIN INFORMATION, INCLUDING ALCOHOL AND DRUG ABUSE, MENTAL HEALTH, HIV/AIDS, OTHER SEXUALLY TRANSMITTED DISEASES, AND GENETIC INFORMATION, IS HIGHLY SENSITIVE AND SUBJECT TO ADDITIONAL PROTECTIONS UNDER THE APPLICABLE PRIVACY LAWS, SUCH AS REQUIRING THE CONSENT OF THE PATIENT PRIOR TO SUBSEQUENT DISCLOSURE. MLH may limit the availability of such information through ELink.

3. PROCESS FOR REQUESTING SYSTEM ACCESS

- 3.1 Privacy Officer.** Entity shall provide MLH with the name and direct contact information for its Privacy Officer and shall notify MLH of any change in such contact. Entity shall also designate a site liaison or administrator (“Site Administrator”) to coordinate user access (which person can also be the Privacy Officer). The Site Administrator shall be responsible for managing the modification and termination of access accounts provided to Entity or its Authorized Users, as well as for performing the additional duties set forth on Exhibit A attached hereto and incorporated herein by reference.
- 3.2 Authorized Users.** Before receiving access to ELink, each Authorized User shall read and agree to (by selecting “Accept”) the terms and conditions for access to and use of ELink (“Terms and Conditions”) the form of which is attached hereto as Exhibit B and may be amended from time to time by MLH by providing or posting revised Terms and Conditions without a written amendment to this Agreement. Entity agrees to ensure that each Authorized User adheres to the requirements of this Agreement and the Terms and Conditions. Entity shall also require each

Authorized User to complete training regarding the requirements of the Privacy Laws as they pertain to medical records such as those accessed through ELink. If not furnished by MLH, upon MLH's request, Entity shall provide satisfactory proof of such training to document compliance.

(1) **Authorized User List.** For purposes of this Agreement, access to ELink shall be permitted only for such categories of employees of Entity who have a reasonable need to access PHI of MLH patients for the purpose of carrying out treatment duties to such patients or to perform other functions for which access has been granted under this Agreement. The Authorized Users of Entity who shall have access to ELink shall be furnished to MLH by the entity's Site Administrator. Entity agrees to notify MLH's Security Officer within one business day after any Authorized User (a) is separated from employment by Entity for any reason, including but not limited to termination or voluntary separations or (b) undergoes a change in his or her job duties such that he or she no longer requires access to ELink for the purposes of this Agreement. Entity further agrees, on each anniversary date of this Agreement, to validate that the Authorized Users defined as active users inside of ELink continue to require access to ELink and continue to be employees of Entity.

4. SAFEGUARDS AGAINST UNAUTHORIZED USE OR DISCLOSURE OF INFORMATION

Entity shall implement all appropriate safeguards to prevent unauthorized access, use or disclosure of PHI from the ELink portal. Entity shall comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future and shall take appropriate disciplinary and corrective action in response to any violations of such laws by members of Entity's workforce.

5. DATA OWNERSHIP

Entity acknowledges and agrees that MLH owns all rights, interests and title in and to MLH's data and that such rights, interests and title shall remain vested in MLH at all times. Entity shall not compile and/or distribute analyses to third parties utilizing any data, including de-identified data, received from, or created or received on behalf of MLH without express written permission from MLH. Entity shall not sell PHI or any data sets created from PHI, including aggregated or de-identified PHI, as those terms are defined under HIPAA, without express written permission from MLH.

6. REPORTING OF UNAUTHORIZED USE OR DISCLOSURE OF PHI

Within one (1) business day after Entity's awareness of any potential or actual unauthorized access, use or disclosure of PHI by Entity, its Authorized Users, or any third party, Entity shall report any such access, use or disclosure to the MLH Privacy Officer.

7. MITIGATION OF UNAUTHORIZED USE OR DISCLOSURE AND NOTIFICATION OF BREACH

If at any time any Authorized User or any other Entity Representative (defined below) has reason to believe that PHI accessed, disclosed, or transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Entity will immediately take actions to eliminate the cause of the breach. To the extent MLH deems warranted, in its sole discretion, MLH will provide notice or require Entity to provide notice to those individuals who's PHI may have been improperly accessed or disclosed.

8. THIRD PARTY ACCESS

Entity shall obtain the written approval of MLH prior to allowing any contractor, agent or subcontractor of Entity or other third-party sponsored by Entity (each, an "Entity Sponsored Party") access to PHI through ELink. If MLH consents to such third-party access on a case-

by-case basis (which consent shall be in MLH's sole discretion) Entity shall ensure that each Entity Sponsored Party executes a Main Line Health EpicCare Link Access Agreement with MLH pursuant to which the Entity Sponsored Party agrees to be bound by the same restrictions, terms and conditions that apply to an Authorized User and/or Entity through this Access Agreement. Without limitation of the foregoing, Entity shall require that its Entity Sponsored Party comply with the requirement to notify MLH and Entity of any instances in which PHI is used or disclosed in an unauthorized manner and to take steps to eliminate the cause of any such breach. MLH shall be entitled to terminate the Agreement with the Entity Sponsored Party at any time in its reasonable discretion.

9. INVESTIGATIONS/SANCTIONS

Entity acknowledges that MLH has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement to confirm compliance therewith. MLH reserves the right to impose nonmonetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Entity's access or termination of individual access to ELink for other Authorized Users or Entity Sponsored Parties working on behalf of Entity. MLH reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Entity agrees to cooperate, and cause its Site Administrator and Privacy Officer to cooperate, with MLH to adequately investigate complaints received involving Authorized Users working on behalf of Entity. Entity agrees to have a sanctions policy, produce it upon request, and discipline its employees or Entity Sponsored Party for all breaches involving PHI in accordance with the HIPAA Privacy Rule.

10. AVAILABILITY OF BOOKS AND RECORDS

Entity agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from MLH, or created or received on behalf of MLH, available to MLH and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining MLH's and Entity's compliance with HIPAA standards. Entity promptly shall provide to MLH a copy of any documentation that Entity provides to the Secretary or receives from the Secretary in connection with such compliance as related to this Agreement or the access granted hereunder.

11. TERMINATION

MLH may terminate its participation in this Agreement immediately without liability for such termination, if MLH determines that Entity or Entity's directors, officers, employees, or Entity Sponsored Party (collectively, "Entity Representative(s)") have violated a material provision of this Agreement or any Main Line Health EpicCare Link Access Agreement to which they and MLH are parties. In addition, Entity acknowledges and understands that MLH may terminate individual Authorized Users' access and/or the entire System License at any time for any reason without penalty; regardless of any effect such termination may have on Entity's operations.

12. INDEMNIFICATION

Entity agrees to indemnify, defend and hold harmless MLH, and each of its respective trustees, officers, directors, employees, medical and research staffs and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorneys' and experts' fees and court costs, which may arise from Entity's performance under this Agreement or any negligent or wrongful acts or omissions of Entity, any Authorized User or any Entity Representative, including, but not limited to, any penalties, fines, claims or damages to the extent arising from or pertaining to a breach of this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include but shall not be limited to the full cost of investigations of the incident and the full cost of any notice to impacted individuals, including the

costs to retain an outside consulting firm, vendor or outside attorneys to undertake the notification effort, and the cost of any services provided to those whose PHI may have been disclosed.

13. INSURANCE

Entity will maintain insurance policies sufficient to protect against all applicable risks and shall provide evidence of insurance at MLH's request from time to time.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding access to ECLink, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

15. AMENDMENT

Except as otherwise set forth in Section 3.2 hereof, this Agreement may be modified only by a subsequent written Agreement executed by the parties and may not be modified by any subsequent attachment or letter agreement.

16. GOVERNING LAW

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles.

17. WAIVER

A waiver by any of the parties hereto of a breach or default of this Agreement, or a failure by either party, on one or more occasions, to enforce any provision of this Agreement or to exercise any right or privilege hereunder, will not thereafter be construed as a waiver of any subsequent breach, default of waiver of any similar or dissimilar acts, omissions, provisions rights or privileges hereunder.

18. USE OF NAME OR LOGO

Neither party shall use the name, nickname, trademark, logo, service mark, trade dress or other name, term, mark or symbol identifying or associated with the other party without such other party's prior written consent to the specific use in question, except in communications internal to the using party which are appropriately undertaken by such party in connection with the subject matter of this Agreement.

19. NOTICES

All notices which may be or are required to be given pursuant to this Agreement shall be in writing and shall be personally delivered, mailed by first-class, or certified mail, postage prepaid, or delivered by reputable overnight courier, and addressed, if to MLH to the General Counsel, Legal Department, c/o Bryn Mawr Hospital, First Floor D Wing, 130 S. Bryn Mawr Avenue, Bryn Mawr, PA 19010, and if to Authorized User at the address of Authorized User reflected in MLH's records. If the notice is required to be addressed to MLH's Security Officer, then it shall be sent to MLH at Director of Information Security, Main Line Health, Southpoint Two, Suite 300, 1180 West Swedesford Road, Berwyn, PA 19312. If the notice is required to be addressed to MLH's Privacy Officer, then it shall be addressed to Chief Privacy Officer, Main Line Health, Inc. c/o Bryn Mawr Hospital Legal Department, First Floor D Wing, 130 S Bryn Mawr Avenue, Bryn Mawr, PA 19010.

20. REFERRALS

Entity confirms the absence of any intention to vary the volume or value of any referrals made to

MLH in exchange for access to ELink and confirms that Entity has not agreed in writing or otherwise to accept access in exchange for the referral of any patients to, or generation of other business for, MLH.

21. THIRD PARTY AGREEMENTS

From time to time, MLH may enter agreements with software vendors or health information exchange organizations that require users to agree to an End User License Agreement (“EULA”). Entity understands that Entity must agree to the terms and conditions of any EULA in his or her individual capacity in order to access those services covered by a EULA. MLH’s Information Systems Department will make available copies of applicable EULAs upon request.

22. DISCLAIMER

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, MLH DOES NOT WARRANT AND MAKES NO REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EHR ACCESS BEING PROVIDED. MLH SHALL HAVE NO OBLIGATIONS OF ANY KIND RELATED DIRECTLY OR INDIRECTLY TO ANY FAILURE TO EXERCISE INDEPENDENT JUDGMENT IN ENTITY’S OR ANY AUTHORIZED USER OR ANY ENTITY SPONSORED USER’S USE OF ECLINK, NOR SHALL MLH UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

23. TERM

This Agreement is effective on the date executed on behalf of MLH, as indicated below and shall continue in effect until terminated, as set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY.]

Please submit this completed agreement to the Main Line Health EpicCare Link team in either of the following manners:

1. Send paper mail to: Main Line Health Southpoint Two, Suite 300 1180 West Swedesford Road Berwyn, PA 19312, attention: EpicCare Link Team
2. Scan and email to LinkSupport@mlhs.org

When you submit your signed agreement, please include all pages of the agreement, and not just the signature page.

EXHIBIT A
ENTITY PRIVACY OFFICER AND SITE
ADMINISTRATOR DUTIES

Entity Privacy Officer and Site Administrator duties are as follows

- a) Entity shall provide MLH with the name and direct contact information for (a) its Privacy Officer and (b) its Site Administrator, and shall promptly notify MLH of any change in such contact information.
- b) Entity shall require the Site Administrator to be responsible for managing the modification and termination of account(s) for all Entity Authorized Users and for fulfilling the following additional duties:
 - a. Assist MLH in confirming that a treatment or other permitted relationship exists between Entity and each patient whose records are viewed via ECLink.
 - b. On each anniversary date of this Agreement and promptly following a change in status of an Authorized User (e.g., no longer employed by Entity), validate that each Entity Authorized User continues to require access to ECLink and continues to be an employee.
 - c. Make certain that all Entity Sponsored Parties needing access enter into a separate Care Link Agreement with MLH as specified in the Agreement and abide by the Agreement terms including these rules.
 - d. Ensure that all Entity Authorized Users have received privacy and security training from Entity regarding their responsibilities under the Privacy Laws and applicable Entity policies.
 - e. Assist MLH in investigating any potential unauthorized access or disclosure of PHI obtained from ECLink by Entity Authorized Users.
 - f. Ensure that all Entity Authorized Users are given a personal copy of the Terms and Conditions of use as listed in Exhibit B below.
 - g. Where appropriate, coordinate with MLH in providing written notification to patients in the event of a data breach involving data obtained from ECLink and Entity Authorized Users.

Exhibit B

TERMS AND CONDITIONS

The privacy and security of health and other personal information of MLH patients (collectively, “patient information”) is a right protected by law and enforced by fines, criminal penalties as well as policy. Safeguarding such patient information is a fundamental obligation for all persons accessing it.

MAIN LINE HEALTH, INC. for itself and its affiliated entities (individually and collectively “MLH”) takes the privacy and security of patient information very seriously. Use of EpicCare Link (“ECLink”) is conditioned on the user’s compliance with all applicable MLH policies and procedures that are provided to the Entity and with all federal and state law regarding the privacy and security of patient information such as HIPAA. Subject to your agreement with these Terms and Conditions, you have been approved as an Authorized User of ECLink. Each Authorized User is only allowed to access and use information on ECLink as necessary to fulfill the purposes for which access has been granted.

Any unauthorized access to patient information through ECLink is strictly prohibited. Unauthorized access or use of ECLink may result in termination of the Authorized User’s access to ECLink, responsibility for any federal or state fines and penalties resulting from violating HIPAA or other Privacy Laws as well as potential disciplinary action by the Authorized User’s employer.

EACH AUTHORIZED USER IS REMINDED THAT CERTAIN INFORMATION, INCLUDING ALCOHOL AND DRUG ABUSE, MENTAL HEALTH, HIV/AIDS, OTHER SEXUALLY TRANSMITTED DISEASES, AND GENETIC INFORMATION, IS HIGHLY SENSITIVE AND REQUIRES THE CONSENT OF THE PATIENT PRIOR TO MOST DISCLOSURES.

When online using the ECLink application, by clicking “ACCEPT” at the end of these Terms and Conditions, you are confirming your agreement with the Terms and Conditions described and your understanding of your responsibilities regarding the privacy and security of MLH patient information.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

I agree to the following:

1. I agree to protect the privacy and security of patient information that I access through MLH’s electronic health records at all times.
2. I agree to (a) access patient information to the minimum extent necessary for my assigned work duties, which may include providing care to or supporting the care provided to MLH patients or for other authorized purpose, and (b) disclose such information only to persons authorized to receive it.
3. I understand that:
 - a. MLH tracks each Authorized User ID that is used to access electronic records. Those IDs enable discovery of inappropriate access to patient records.
 - b. Inappropriate access and/or unauthorized release of patient information obtained from ECLink may result in temporary and/or permanent termination of my access to MLH electronic records. Some examples of inappropriate access are: (i) viewing a

record of any patient for a purpose unrelated to treatment of the patient by the Entity such as personal curiosity or medical research; (ii) viewing records of family members, relatives, neighbors or friends for any reason unrelated to treatment of the patient by the Entity; and (iii) viewing my own health records for any reason.

- c. Without limitation of the foregoing, inappropriate access and/or unauthorized release of patient information obtained from ECLink may result in (i) potential disciplinary action by the Authorized User's employer, and (ii) a report to authorities charged with professional licensing, enforcement of privacy laws or prosecution of criminal acts.
 - d. I will be assigned a User ID and a one-time user activation code. I agree to immediately select and enter a new password known only to me. I understand that I may change my password at any time. I agree to immediately select and enter a new password known only to me. In addition to creating a password the ECLink will accept on its imbedded rules, I will not create a password which can be easily guessed or obtained using my personal information (such as names, addresses, favorite sports team, for example). I will not attach a written version of my password to any terminal, desk or other area that could easily be viewed by others. Based on the foregoing I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. Also, I am aware that I am responsible for any use of the system utilizing my User ID and password, including any data viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will report this information to my Privacy Officer and I will also immediately change my password. I understand that User IDs cannot be shared. Inappropriate use of my ID (whether by me or anyone else) is my responsibility and exposes me to severe consequences.
4. I understand that patient information includes but is not limited to any individually identifiable information that is created by or received from a health care provider regarding a patient's physical or mental health or condition; the provision of health care to the individual; or the payment for health care to the individual. This information could include health records, test results, conversations, research records and financial information and is also known as "protected health information" under the HIPAA Privacy Rule. Some examples are: (a) physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples; (b) Patient insurance and billing records including demographic information about the patient or any family member or guarantor; and (c) centralized and/or department based computerized patient data and alphanumeric radio pager messages.
5. I agree to log off the ECLink application when I leave my workstation unattended in order to prevent unauthorized access to patient information contained in the ECLink portal.
6. I agree to immediately notify my Privacy Office if I become aware of any inappropriate use or access and/or unauthorized release of patient information obtained from the ECLink portal.