

EPICCARE LINK ACCESS AGREEMENT

This EPICCARE LINK ACCESS AGREEMENT (the “Agreement”) is entered into and made effective on _____ (“Effective Date”) by and between _____ (“Organization”) with the address of _____ and **Tallahassee Memorial HealthCare, Inc.** (“TMH”), a Florida non-profit corporation, with the address of 1300 Miccosukee Road, Tallahassee, Florida 32308.

WHEREAS, TMH utilizes certain systems which allow outside healthcare providers and payors to remotely access its patient electronic health records (“EpicCare Link”) for treatment, payment, and healthcare operations; and

WHEREAS, EpicCare Link has the capacity to allow these users to view electronic health records (“EHR”) of TMH patients (in the case of health care providers), and/or for their members (in the case of insurers and payors) (collectively referred to herein as “Patient(s)”), for treatment, payment, and certain healthcare operations, as applicable and to the extent permitted without authorization by the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder (collectively, “HIPAA”), as may be amended from time to time; and

WHEREAS, Organization provides health insurance, or professional or other medical services to Patients, or is a business associate of a healthcare provider, insurer, or payer of health services, and needs access to TMH’s EHR via EpicCare Link in order to promote effective, efficient, and quality patient care, payment for health care services, and/or healthcare operations; and

WHEREAS, TMH agrees to provide Organization with EpicCare Link access, subject to the restrictions and other requirements set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- (a) “Authorized Purpose” means Organization and its Authorized Users’ use and access of EpicCare Link for the sole purposes of (1) providing healthcare services to patients, or (2) for payment related to healthcare services.
- (b) “Authorized Users” means individuals employed by or contracted with the Organization who have been granted permission by Organization to access EpicCare Link for an Authorized Purpose.
- (c) “Business Associate” means a Business Associate of a Covered Entity as defined by HIPAA and who is accessing EpicCare Link for an Authorized Purpose on behalf of a Covered Entity.
- (d) “Unauthorized Access or Release” means the access, use or disclosure of protected health information (“PHI”) through EpicCare Link in violation of the requirements of this Agreement including, but not limited to, the access, use or disclosure to any person other than Authorized Users, or any access, use or disclosure that is in violation of applicable state or federal law.

2. Organization Obligations.

- (a) **Technical Requirements.** Organization acknowledges and agrees that any hardware, software, network access, or other components necessary for access and use of EpicCare Link must be obtained separately by Organization at its sole cost and expense. TMH shall not be responsible for the procurement, installation, or maintenance of any necessary hardware, software, network access, or other components.
- (b) **Access.** All access to EpicCare Link is subject to the conditions and limitations contained in this Agreement, and the terms and conditions set forth in **Exhibit A**, attached hereto and made a part of this Agreement. Organization will ensure that Authorized Users access PHI through EpicCare Link only to the extent necessary for the Authorized Purpose, as appropriate, or any other legitimate purpose approved by TMH in its sole discretion, and in a manner consistent with (i) applicable state and federal law, including the HIPAA minimum necessary requirements, when applicable, (ii) this Agreement, and (iii) any other requirements or limitations communicated to the Organization in writing by TMH.
- (c) **Organization Administrator** (the “Site Administrator”). Organization will designate one (1) person as the Site Administrator to act as the liaison between the Organization and TMH. The Site Administrator will coordinate EpicCare Link access, maintain the Authorized User list, and communicate any required information regarding Unauthorized Access or Release to TMH. Organization shall immediately notify TMH if there is a change to the designated Site Administrator.
- (d) **Authorized Users.** Organization will designate Authorized Users who will have access to EpicCare Link by providing the individual’s name and role with the Organization to TMH, and any other identifying information reasonably necessary and requested by TMH to provide the user access. Organization agrees to notify TMH within forty-eight (48) hours when any Authorized User no longer requires access, including any terminations or job changes of Authorized Users, so access to EpicCare Link may be terminated for these individuals, as appropriate. Organization further agrees on each anniversary date of this Agreement, to validate that each Authorized User continues to require access to EpicCare Link and continues to be employed or contracted with the Organization. Organization understands that each Authorized User will be required to agree to and electronically sign the TMH EpicCare Link Terms and Conditions set forth in **Exhibit A**. Organization agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the TMH EpicCare Link Terms and Conditions. Any violation of the TMH EpicCare Link Terms and Conditions shall be considered a material breach of this Agreement.
- (e) **Business Associate Access.** If Organization is a Business Associate of a Covered Entity that needs access to EpicCare Link to facilitate the provision of its services to the Covered Entity, then both the Organization and the Covered Entity must enter into an EpicCare Link Access Agreement with TMH. Organization warrants that its access, and that of its Authorized Users, will be limited to Authorized Purposes on behalf of the Covered Entity and that such Authorized Users will not access EpicCare Link for any purpose for which the Covered Entity could not itself access the EHR of Patients under HIPAA. Organization further acknowledges and agrees that both it and its Covered Entity have independent obligations to safeguard the privacy and security of PHI in accordance with HIPAA and all other applicable laws. In recognition of the foregoing, Organization warrants and represents that: (i) it has entered into a valid business associate agreement with the Covered Entity that meets HIPAA requirements for such

agreements set forth at 45 C.F.R. §§ 164.314(a) and 164.504(e); (ii) Upon request, Organization will provide an executed copy of such business associate agreement to TMH to demonstrate compliance with this provision; (iii) Organization will only use EpicCare Link to access information pertaining to the Covered Entity's patients and only to the extent necessary to perform lawful business associate services for Covered Entity; (iv) Organization will comply with any and all policies pertaining to remote access or connectivity to EpicCare Link as TMH may require and/or establish from time to time in its sole discretion; and (v) Organization will provide TMH advanced notice if it will no longer be authorized to access EpicCare Link on the Covered Entity's behalf, whether by reason of termination or expiration of its services arrangement with Covered Entity or due to any other circumstance necessitating a change in Organization's access to EpicCare Link.

Such notice shall include the date that Organization's access should be terminated. TMH reserves the right to terminate Organization's access to EpicCare Link at any time. TMH shall have no liability or responsibility with respect to Organization's use of or access to EpicCare Link or disclosure of information obtained or accessed via EpicCare Link. Organization remains solely liable for the access by its Authorized Users. In the event of any Unauthorized Access or Release of PHI by Organization or arising from its access to EpicCare Link, Organization shall provide any legally required notification to the Covered Entity's patients. The parties agree that TMH shall have no responsibility for any such notification obligations unless, in its sole discretion, TMH determines that notification from TMH is appropriate or required under the circumstances. Organization agrees to provide TMH with a copy of any notification to patients made in connection with this Agreement so that TMH may determine what, if any, action is appropriate or required from TMH in connection with such breach.

- (f) Unauthorized Access or Release.** Organization agrees that it maintains policies and procedures to prevent Unauthorized Access and Release of health care records by Organization, its employees, contractors, and its Authorized Users. Organization will report to TMH within ten (10) calendar days of becoming aware of any Unauthorized Access or Release. Upon the occurrence of Unauthorized Access or Release, Organization will communicate to TMH its corrective action plan, which must include: (1) mitigating any harmful effect that resulted from the Unauthorized Access or Release; and (2) applying appropriate corrective action to ensure no further Unauthorized Access or Release occurs and otherwise reasonably coordinate with TMH to resolve the Unauthorized Access or Release. Organization shall be responsible for all breach notification obligations required by HIPAA and other applicable laws for individuals whose PHI may have been improperly accessed, used, acquired, or disclosed, and any associated costs of such notification. The parties agree that TMH shall have no responsibility for any such notification obligations unless, in its sole discretion, TMH determines that notification from TMH is appropriate or required under the circumstances. To the extent TMH deems warranted, TMH will provide notice to individuals whose PHI may have been improperly used, acquired, accessed, or disclosed.
- (g) Applicable Law.** Organization agrees and will cause its Authorized Users to comply with the applicable provisions of HIPAA and other applicable federal or state laws. Such obligations include compliance with the HIPAA minimum necessary rule in accessing PHI and the EMR through EpicCare Link.

(h) Safeguards Against Unauthorized Use or Disclosure of Information. Organization agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of PHI. Organization agrees to 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.

- 3. Audits and Inspections.** TMH reserves the right to perform periodic electronic audits of protected health information accessed by Organization and its Authorized Users to ensure compliance with this Agreement. Organization agrees and acknowledges that TMH may audit the access to and use of Authorized User accounts at any time during or following the termination of the Agreement. To facilitate such audits, Organization shall cooperate with all requests from TMH regarding access logs or audit results so TMH can determine whether individuals are accessing only protected health information within the scope of access permitted by this Agreement. If requested by TMH, Organization agrees to remedy any violation of any term of this Agreement and shall certify the same to TMH in writing. The fact that TMH audits, fails to audit, or has the right to audit Organization's access, does not relieve Organization of its responsibility to comply with this Agreement and HIPAA.
- 4. Investigations and Termination of Access.** TMH reserves the right to monitor, review, and investigate reported and identified failures to comply with this Agreement. If TMH determines, in its sole discretion, that an Authorized User has violated this Agreement, TMH will notify Organization and may immediately terminate this Agreement, Organization's access to EpicCare Link, or terminate an individual Authorized User's access. Organization agrees to cooperate with TMH to adequately investigate any complaints received involving the Organization's Authorized Users.
- 5. TMH Obligations and Limitations.** TMH will permit Authorized Users access to EpicCare Link as provided in this Agreement. Organization understands and acknowledges that EpicCare Link is a third-party application owned and operated by Epic Systems Corporation, not TMH. TMH is not responsible for any maintenance, scheduled downtime, or functions of EpicCare Link.
- 6. Term and Termination.** The term of this Agreement shall begin on the Effective Date and continue until terminated as set forth herein. Either party may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other party. TMH may terminate this Agreement immediately without liability, in the event TMH determines that Organization, or Organization's Authorized Users, have violated a material provision of this Agreement, or as otherwise provided herein.
- 7. Independent Parties.** The parties hereto are independent parties, and this Agreement may not be construed to treat either party as a partner, agent, joint venture, or representative of the other party
- 8. Data Ownership.** Organization acknowledges and agrees that TMH owns all rights, interests, and titles in and to its EMR and data, and that such rights, interests, and title shall always remain vested in TMH. Organization shall not compile or distribute analyses to any third parties utilizing any data received from or created or received on behalf of TMH without express written permission from TMH.
- 9. No Guarantee of Access or Accuracy.** TMH does not guarantee that access to EpicCare Link will be free from interruptions or downtime caused by repair, maintenance, improvements, alterations, or other causes. TMH will make reasonable efforts to maintain timely, complete, and accurate data and health information on EpicCare Link, but makes no guarantees.

10. Disclaimer Of Warranty. TMH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY EPICCARE LINK NETWORK CONNECTION, THE TMH EMR SYSTEM, OR THE HEALTH CARE RECORDS AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Indemnification. Organization agrees to indemnify, defend, and hold harmless TMH and its affiliates, directors, officers, and agents from and against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees, resulting from, or arising out of, or in connection with any Unauthorized Access and Release of PHI or information contained in the EMR, or other misuse of EpicCare Link by Organization, its employees, subcontractors, agents, affiliates, or its equipment or any other breach of this Agreement by an Authorized User.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

13. Severability. Except as otherwise stated in the Agreement, the invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

14. Assignment. Organization will not assign, transfer, or otherwise convey or delegate any of its rights or duties under the Agreement to any other party without the prior written consent of TMH, and any attempt to do so will be void. This Agreement shall be binding upon the respective successors and permitted assigns of the parties.

15. Survival. The statutory duties to maintain the confidentiality of PHI are not limited or extinguished by this Agreement or its termination. The obligation to prevent Unauthorized Access and Release and the agreements regarding indemnification in Section 11 will survive the termination of this Agreement

16. Notification. Any notice required under this Agreement shall be sent by certified mail, return receipt requested, or by hand delivery, with email copy to the following persons:

To TMH: Tallahassee Memorial HealthCare, Inc. **Copy To:** Pennington, P.A.

ATTN: TMH Privacy Officer
1300 Miccosukee Road
Tallahassee, FL 32308
Compliance@tmh.org

ATTN: E. Murray Moore, Jr., Esquire
215 South Monroe Street, Second Floor
Tallahassee, Florida 32301

To Organization Name: _____

ATTN: _____

Address: _____

Email: _____

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the organization has caused this Agreement to be duly executed by its authorized representatives as of the date last written below.

Name of Organization

Authorized Representative Signature

Date: _____

Authorized Representative Name:

Authorized Representative Title:

EXHIBIT A**Tallahassee Memorial Healthcare Inc.
EpicCare Link Terms & Conditions for Authorized User**

Tallahassee Memorial HealthCare, Inc. (TMH) respects the confidentiality of our patients' medical information. We believe that patients have the right to have their medical information used appropriately for their care and to expect that caregivers will carefully protect their privacy. The HIPAA Privacy and Security Standards, HITECH Act of 2009, Florida Statutes, and the related TMH Privacy and Security policies and procedures ("P&P's") place certain restrictions on the access, processing, use, and disclosure of individuals' and patients' Protected Health Information ("PHI") and other Confidential Information.

TMH expects all individuals granted authorized access to confidential information to do so in a manner consistent with established policies and procedures for the processing of confidential information. Safeguarding confidential information is a fundamental obligation for all persons who access it through TMH EpicCare Link.

Terms and Conditions:

1. All information related to a patient's treatment in any facility, department, or unit of Tallahassee Memorial HealthCare is considered "PHI". This information can only be accessed and shared with those who have a "need to know."
2. Confidential Health Information includes but is not limited to: Any individually identifiable information in possession or derived from a provider of health care regarding a patient's past, present, or future medical history, mental, or physical condition, or treatment, as well as the patient's and their family members' records, test results, conversations, research records, and financial information. (Note: this information is defined in the HIPAA Privacy Rule as "protected health information.") Examples include but are not limited to: (i) Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples; (ii) Patient insurance and billing records; (iii) Centralized and department-based computerized patient data and alphanumeric radio pager messages.
3. Confidential Employee & Business Information that is not available in the public domain includes but is not limited to: (i) Employee home telephone numbers and addresses; (ii) Spouse or other relative names; (iii) Social Security number or income tax withholding records; (iv) Information related to the evaluation of performance; (v) Other such information obtained from TMH EpicCare Link records, which if disclosed, would constitute an unwarranted invasion of privacy; or disclosure of protected or confidential information that would cause harm TMH.
4. By accessing a patient's information, I am affirmatively representing to TMH at the time of each access that I have the appropriate authority to do so, and TMH may rely on that representation in granting such access to me.
5. No information concerning TMH patients will be used, disclosed, or discussed unless specifically authorized by the patient, permitted by the HIPAA Privacy Rule, or required by law. I agree not to use the information in any way detrimental to the organization and will keep all such information confidential.

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EpicCare Link Terms & Conditions for Authorized User**

6. I agree: (a) to access confidential and protected health information to the minimum extent necessary for my assigned duties; and (b) to disclose such information only to persons authorized to receive it.
7. I agree I will not use this platform to access patient records or accounts for myself or family members.
8. TMH tracks all user IDs used to access electronic records, including EpicCare Link. Those IDs enable the discovery of inappropriate access to patient records.
 - Inappropriate access and unauthorized release of confidential or protected information may result in disciplinary action, up to and including termination of employment, and will result in a report to authorities charged with professional licensing, enforcement of privacy laws, and prosecution of criminal acts.
 - I further understand and agree that inappropriate access and unauthorized release of confidential or protected information may result in temporary or permanent termination of my access to TMH EpicCare Link's electronic records.
 - I will be assigned a User ID & a one-time use activation code. I agree to immediately select and enter a new password known only to me.
 - I understand I may change my password at any time and will do so in accordance with TMH EpicCare Link's established policy and when prompted.
 - I understand that I am the only individual authorized to use and possess my confidential password.
 - I am aware that the User ID and password are equivalent to my signature.
 - I am aware that I am responsible for any use of the system utilizing my User ID and password. This includes data entered, viewed, printed, or otherwise manipulated.
 - If I have reason to believe my password has been compromised, I will report it to TMH EpicCare Link and 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.
9. I agree to abide by all policies and procedures regarding the EpicCare Link established by TMH.
10. I understand that any action on my part that is not fully consistent with the above statements may warrant the removal of my User ID and password, which will prevent me from further accessing information through EpicCare Link.

If I do not agree to be bound by these Terms and Conditions, I will not use EpicCare Link and will exit this site.

By clicking below, I acknowledge that I have read and agree with the Terms and Conditions set forth. I further agree that my continued use of EpicCare Link constitutes my continued acceptance of these Terms and Conditions with Tallahassee Memorial HealthCare, Inc.'s EpicCare Link

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