BAPTIST HEALTHCARE SYSTEM, INC.
AGREEMENT WITH PROVIDER OR INSURER FOR EPICCARE LINK ACCESS AGREEMENT

New Site Request

Please follow the steps below to request a new Baptist EpicCare Link site.

1. Please complete the following forms:
    a. New Site Request Cover Sheet
       *Type of requestor and reason for access must be provided
    b. EpicCare Link Access Agreement
       *Sections to complete:
       Page 1: Date and Entity Name (should match business name
       Page 3: Privacy Officer and Site Administrator names and information
       Page 7: Signature and Date
       Exhibit A: List of Authorized Users
       Exhibit B: List of entity business associates (if any) for third-party access

2. Upload this completed form under the 'request new site' link at ECLHPL@bhsi.com.
3. Please allow up to ninety (90) days for our administrators to review your information.

Contact Information (REQUIRED):

Name of the Baptist contact for whom you are providing services: _____

Department of the Baptist Contact: _____

Additional Information

Requestor Type:
__ Caregiver with direct responsibility for providing care to Baptist Health patients (e.g., physician office, clinic, nursing facility, other non-Baptist Health hospital)
__ A party responsible for billing or requiring access for payment/reimbursement purposes
__ Other (please specify)_____

Business need for EpicCare Link:
__ Continuity of Care
__ Referrals
__ Internal billing
__ Third party business associate access
__ Surgery Scheduling
__ Other (please specify)

Any additional information you find may be helpful in our approval of your request:

Information regarding organization and site administrator requesting access to EpicCare Link:

Organization Name: _____

Organization Address: _____

Organization Phone: _____

Organization Secure Fax: _____

Site Administrator Name: _____

Site Administrator Phone: _____

Site Administrator Email: _____

We may contact you if we have additional questions. If you have any questions, you can call the Baptist Health Help Desk at 800-315-3020. The completed agreement should be emailed to Baptist at ECLHPL@bhsi.com.

Sincerely,
Baptist Health EpicCare Link Team

BAPTIST HEALTHCARE SYSTEM, INC.
AGREEMENT WITH PROVIDER OR INSURER FOR EPICCARE LINK ACCESS

THIS AGREEMENT WITH PROVIDER OR INSURER FOR EPICCARE LINK ACCESS (the "**Agreement**") is made and entered into on this _____ day of _____, 20__, by and between Baptist Healthcare System, Inc. on behalf of its wholly owned or controlled hospitals, physician practices and affiliates (hereinafter "**Baptist**") and _____ _____ [Facility/Company/Organization] (hereinafter "**Outside Entity**").

WHEREAS, Baptist utilizes certain systems which allow users to remotely access patient electronic health records ("**EpicCare Link**") among Baptist hospitals, other healthcare providers affiliated with Baptist, physicians and physician practices with medical staff privileges at Baptist hospitals or another healthcare provider affiliated with Baptist, and other insurers, payors, and providers of healthcare items and services in and around Baptist's service areas; and

WHEREAS, EpicCare Link has the capacity to allow these parties to view electronic health records ("**EHR**") of their patients (in the case of health care providers), and/or for their members (in the case of insurers and payors), for treatment, payment, and certain healthcare operations purposes, 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, Outside Entity provides health insurance, or professional or other medical services to Baptist patients, but does not have a contract with Baptist for access to EHR via EpicCare Link; and

WHEREAS, in order to promote effective, efficient and quality patient care, and payment for health care services, Baptist desires to provide Outside Entity with EpicCare Link access, subject to the restrictions and other requirements set forth in this Agreement; and

WHEREAS, Outside Entity desires to access and use EpicCare Link, and/or permit Outside Entity's business associate(s) to access and use EpicCare Link, to improve the quality and efficiency of the treatment, payment, and/or permitted health care operations Outside Entity provides with respect to Baptist patients subject to the terms herein.

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. **Outside Entity's Access to EpicCare Link.**

(a) Subject to the terms and conditions of this Agreement, Baptist hereby grants Outside Entity non-transferable and non-exclusive access to EpicCare Link to permit their providers, clinical staff, administrative staff, billing and claims administrators, and other authorized employees, as set forth in **Exhibit A** attached hereto (collectively "**Authorized Users**"), and, if

applicable their business associate(s) identified as required in **Exhibit B** (each an **"Outside BA"**), to electronically access and use EpicCare Link solely for accessing, consistent with this Agreement, medical records and other information, images, and content related to the provision of healthcare to patients of such Outside Entity or to members insured by such Outside Entity (the "**System License**"). Outside Entity understands and warrants that such access and use shall be limited to that achieved through unique user credentials generated by Baptist to permit individual user access to EpicCare Link. Users are prohibited from using anyone else's unique user credentials to access and/or use EpicCare Link. Outside Entity further acknowledges and understands that Baptist may terminate individual Authorized Users' access, Outside BA access, and/or the entire System License at any time for any reason without penalty, regardless of any effect such termination may have on Outside Entity's operations.

(b) Outside Entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity (or its authorized business associate(s)) to access and use EpicCare Link must be obtained and maintained separately by Outside Entity (or the business associate, as applicable). Baptist shall not be responsible for the procurement, installation or maintenance of any necessary components, and Baptist makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

(c) Baptist has determined that permitting remote access from certain geographic areas creates an unreasonable risk to the security of Baptist's electronic systems. As a general rule, Baptist does not permit access to its systems from locations outside of the Continental United States ("**Restricted Areas**"). To the extent Outside Entity, or any of its Authorized Users or business associates, is located in one of these Restricted Areas, Baptist may require additional information and/or additional assurances of security safeguards from Outside Entity (or business associate, as applicable) prior to granting any access request. Notwithstanding the foregoing, Baptist retains sole discretion to deny a request for Outside Entity (or business associate) access from Restricted Areas. Further, if Outside Entity accesses, or permits an Authorized User to access EpicCare Link, from one of the Restricted Areas pursuant to this Agreement, as a condition of such access, Outside Entity expressly agrees to: (1) comply with any and all applicable state or federal laws, including HIPAA, as if Outside Entity were operating and accessing EpicCare Link from within the United States; and, (2) submit to the exclusive jurisdiction and venue provisions of Section 18 below.

2. **Use or Disclosure of PHI**.

(a) Outside Entity shall not use or disclose protected health information, as defined by HIPAA ("**PHI**"), accessed using EpicCare Link or otherwise received from Baptist in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Outside Entity shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI accessed or received through EpicCare Link only in accordance with the provisions of this Agreement and federal and state law. Outside Entity shall not disclose PHI in any manner other than as permitted by this Agreement and applicable state and federal laws. Outside Entity further agrees that all information accessed through EpicCare Link will be maintained in the strictest confidentiality and in the same manner as Outside Entity safeguards the confidentiality of other patient care records, and as required by state and federal law. Outside Entity shall not release or disclose such information to any third-party unless authorized to do so by the patient or HIPAA,

or required to do so by a valid court order or subpoena, consistent with HIPAA and other applicable law.

(b) Outside Entity agrees to respond to Baptist's reasonable requests for access to patient information for patients who are also patients of Baptist solely for the purposes of treatment, payment, or healthcare operations to the extent permitted without patient authorization by HIPAA.

(c) Outside Entity shall access and use EpicCare Link in accordance with any network security policies issued by Baptist from time to time.

(d) Baptist and Outside Entity shall comply with the standards for privacy of Individually identifiable health information of HIPAA. Baptist and Outside Entity recognize their status as "covered entities" under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status. Outside Entity agrees to establish policies and procedures within Outside Entity to prevent the unauthorized use or disclosure of PHI.

(e) Consistent with HIPAA requirements set forth at 45 CFR § 164.506(c)(4), Outside Entity agrees that if the purpose of Outside Entity's access is for its own "health care operations" purposes as defined by HIPAA at 45 CFR 164.501, Outside Entity shall only access a patient's EHR if the Outside Entity has or had a relationship (as Outside Entity's patient or member) with the patient who is the subject of the PHI being requested, the PHI pertains to such relationship, and the disclosure is: (i) for a purpose listed in paragraph (1) or (2) of HIPAA's definition of health care operations; or, (ii) for the purpose of health care fraud and abuse detection or compliance.

3. **Process for Requesting EpicCare Link Access**.

(a) Outside Entity shall provide Baptist with the name and direct contact information for its Privacy Officer, and shall notify Baptist of any change in such contact information. Outside Entity shall also designate a site administrator to coordinate user access. The site administrator is responsible for managing the modification and termination for accounts that the Outside Entity is provided. As of the date of this Agreement, the Privacy Officer and Site Administrator are:

Privacy Officer Name: _____
Address: _____
Phone: _____
Email: _____

Site Administrator Name: _____
Address: _____
Phone: _____
Email: _____

(b) Outside Entity shall immediately notify Baptist in writing of any changes in the above contact information.

(c) Before accessing EpicCare Link the first time, each Authorized User shall agree, electronically to the terms of Baptist's statement of understanding in the form provided herein as **Exhibit C**, attached hereto and incorporated herein by reference (the "**Statement of Understanding**"), as that form may be amended by Baptist from time to time. Outside Entity agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Statement of Understanding. Upon request, each Authorized User shall also complete, in a form and in a manner to be determined by Baptist, training regarding the requirements of HIPAA as they pertain to EpicCare Link access. Any training offered by Baptist does not relieve Outside Entity of any of its obligations under this agreement or applicable law.

(d) For purposes of this Agreement, access to EpicCare Link shall be permitted only for such categories of employees of Outside Entity who have a reasonable need to access PHI of Baptist patients for purposes of carrying out their authorized job functions for Outside Entity. The Outside Entity's Authorized Users must share the same domain extension as the Outside Entity's site administrator. Third party access shall not be permitted except in accordance with the procedures and terms described in Section 9 below. The Authorized Users for whom Outside Entity is requesting access to EpicCare Link are listed in **Exhibit A** of this Agreement, which is incorporated by reference herein. Outside Entity may request access for additional Authorized Users, and agrees to notify Baptist in writing within 24 hours when any Authorized User no longer requires access, or is separated from employment of Outside Entity for any reason, whether due to termination, voluntary separation, or otherwise. Outside Entity is responsible for ensuring that its list of Authorized Users with access to EpicCare Link is accurate and valid at all times. Outside Entity further agrees to review its Authorized Users periodically, at least quarterly if not more frequently, to validate that its Authorized Users continue to require access to the EpicCare Link and agrees to validate the list of Authorized Users at any time if requested by Baptist.

4. **Safeguards Against Unauthorized Use or Disclosure of Information**. Outside Entity agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of PHI. Outside Entity 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.

5. **Data Ownership**. Outside Entity acknowledges and agrees that Baptist owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in Baptist at all times. Outside Entity shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of Baptist without express written permission from Baptist.

6. **Reporting of Unauthorized Use or Disclosure of PHI**.

(a) Outside Entity shall, within one (1) working day of becoming aware of an unauthorized use or disclosure of PHI accessed or received from Baptist via EpicCare Link by Outside Entity, its officers, directors, employees, contractors, agents or by a third party to which Outside Entity disclosed PHI, report any such disclosure to Baptist.

(b) If at any time Outside Entity has reason to believe that PHI accessed, disclosed, or transmitted pursuant to this Agreement may have been accessed, used, acquired, or disclosed without proper authorization or contrary to the terms of this Agreement, Outside Entity will immediately give Baptist notice and take actions to prevent recurrence and any other steps required by law. Outside Entity shall be responsible for any and all breach notification obligations in response to such notification consistent with HIPAA and other applicable law. The parties agree that Baptist shall have no responsibility for any such notification obligations unless, in its sole discretion, Baptist determines that notification from Baptist is appropriate or required under the circumstances. To the extent Baptist deems warranted, in its sole discretion, Baptist will provide notice or require Outside Entity to provide notice to individuals whose PHI may have been improperly used, acquired, accessed or disclosed.

7. **No Guarantee Of Access or Accuracy**. Baptist does not warrant that access to EpicCare Link will be free from interruptions or down time caused by repair, maintenance, improvements, alterations, acts of God, or other causes. Baptist will use reasonable efforts to maintain timely, complete and accurate data and information on EpicCare Link.

8. **Disclaimer Of Warranty**. BAPTIST DOES NOT WARRANT OR GUARANTEE THE TIMELINESS, COMPLETENESS OR ACCURACY OF DATA AND INFORMATION ON EPICCARE LINK. THE PARTIES AGREE THAT, BAPTIST AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON EPICCARE LINK ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, TECHNICAL PROBLEMS OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO EPICCARE LINK CONTENT OR INFORMATION CONTAINED WITHIN EPICCARE LINK, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUTSIDE ENTITY'S SOLE REMEDY FOR DISSATISFACTION WITH EPICCARE LINK IS TO STOP USING THE EPICCARE LINK WEBSITE OR PORTAL.

9. **Third Party Access**. Outside Entity shall not permit any third party to access EpicCare Link except in compliance with this Agreement. If Outside Entity desires to have its business associate obtain access to EpicCare Link to facilitate the provision of services to Outside Entity, then Outside Entity may request third party access to EpicCare Link to authorize its business associate(s) to access EpicCare Link on behalf of Outside Entity for Outside Entity's own treatment, payment, or permitted health care operations activities, consistent with HIPAA and other applicable laws. Outside Entity shall submit the information included at **Exhibit B** to Baptist

in writing to request access for any business associate. Prior to receiving access, any business associate of Outside Entity will be required to sign an external access agreement establishing the terms under which access to EpicCare Link may be granted. With respect to any such third party who receives access to EpicCare Link at Outside Entity's request (hereafter, "**Outside BA**"), Outside Entity acknowledges and agrees as follows:

(i) Outside Entity is a covered entity and Outside BA is its business associate, as those terms are as defined under HIPAA at 45 C.F.R. §160.103. As such, Outside Entity agrees that both it and Outside BA have independent obligations to safeguard the privacy and security of "protected health information" or "PHI" in accordance with HIPAA and all other applicable laws. In recognition of the foregoing, Outside Entity warrants and represents that Outside BA and Outside Entity have entered into a valid business associate agreement that meets HIPAA requirements for such agreements set forth at 45 C.F.R. §§ 164.314(a) and 164.504(e). Upon request, Outside Entity shall provide an executed copy of such business associate agreement to Baptist to demonstrate compliance with this provision.

(ii) Outside BA may only use EpicCare Link to access information pertaining to Outside Entity patients or members and only to the extent necessary to perform lawful business associate services for Outside Entity. Outside BA is not authorized to, and Outside Entity shall not request that Outside BA, use EpicCare Link for any other purpose or to access any other protected health information, patient records, or other information of any kind, regardless of any technical ability to access such other information. Outside Entity agrees that Outside BA's access to EpicCare Link shall be determined solely by Baptist in response to a request from Outside Entity or Outside BA identifying the system or systems to which Outside BA requires access to carry out its obligations to or services for Outside Entity. The parties agree that Outside BA, and any and all Outside BA users accessing EpicCare Link, shall be deemed at all times to be accessing EpicCare Link on behalf of Outside Entity as Outside Entity's "business associate."

(iii) Outside BA shall be required to comply with any and all policies pertaining to remote access or connectivity to EpicCare Link as Baptist may require and/or establish from time to time in its sole discretion. All remote access and connectivity policies are subject to change by Baptist at any time in response to changes in law and/or known or emerging risks to electronic PHI. Outside BA's inability or refusal to comply with such remote access and connectivity policies may result in immediate suspension or termination of Outside BA's access to EpicCare Link, which may occur without notice to Outside BA or Outside Entity.

(b) Outside Entity agrees to review its Outside BAs periodically, and at least quarterly if not more frequently, to validate that its they continue to require access to the EpicCare Link and agrees to validate the Outside BAs at any time if requested by Baptist. Outside Entity shall provide Baptist advanced written notice if Outside BA is no longer authorized to access EpicCare Link on Outside Entity's behalf, whether by reason of termination or expiration of its services arrangement with Outside BA or due to any other circumstance necessitating a change in Outside BA's access to EpicCare Link. Such notice shall include the date Outside BA's access should be terminated. Baptist reserves the right to terminate Outside BA's access to EpicCare Link at any time.

(c) Baptist shall have no liability or responsibility with respect to Outside BA's use of or access to EpicCare Link or with respect to Outside BA's use or disclosure of information

obtained or accessed via EpicCare Link. Outside Entity remains solely liable for Outside BA's access as with its own Authorized Users.

(d) In the event of any breach of unsecured PHI by Outside BA or arising from Outside BA's access to EpicCare Link, Outside Entity shall provide any notification to Outside Entity patients that is required by HIPAA or other applicable law. The parties agree that Baptist shall have no responsibility for any such notification obligations unless, in its sole discretion, Baptist determines that notification from Baptist is appropriate or required under the circumstances. Outside Entity agrees to provide Baptist with a copy of any notification to Outside Entity patients made in connection with this Agreement or Outside BA's access to EpicCare Link so that Baptist may determine what if any action is appropriate or required from Baptist in connection with such breach.

10. **Term and Termination**. The term of this Agreement shall begin on the date indicated in the first paragraph on page one and continue until either party terminates the Agreement by giving written notice to the other of such party's intent to terminate provided, that such notice shall specify the effective termination date. Further, Baptist may terminate this Agreement immediately without liability, in the event Baptist determines that Outside Entity, or Outside Entity's directors, officers, employees, subcontractors or agents, including service providers, have violated a material provision of this Agreement.

11. **Other System Access.** In the event Outside Entity requests, whether for itself or for a third party business associate, access to any portion of BHS Systems other than EpicCare Link, Baptist may grant such request for access consistent with any policies and procedures and applicable security requirements. For purposes of this Agreement, "BHS Systems" shall mean all information systems owned, licensed, or operated by Baptist that maintain patient information that would be relevant to a provider or insurer's treatment, payment, or permissible health care operations purposes. If Outside Entity's access to BHS Systems other than EpicCare Link Access is granted, such access shall be governed by the terms of this Agreement as if Outside Entity (or its business associate, as applicable) were accessing EpicCare Link.

12. **Availability of Books and Records**. Outside Entity agrees to make its internal policies, practices, books and records relating to the use and disclosure of PHI received from Baptist, or created or received on behalf of Baptist, available to Baptist and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Baptist's and Outside Entity's compliance with the HIPAA standards. Outside Entity promptly shall provide to Baptist a copy of any documentation that Outside Entity provides to the Secretary.

13. **Audits and Inspections**. Baptist reserves the right to perform periodic electronic audits of protected health information accessed by Outside Entity and its Authorized Users to ensure compliance with this Agreement. Outside Entity agrees and acknowledges that Baptist may audit access and use of Authorized User Accounts at any time during or following termination of the Agreement. To facilitate such audits, Outside Entity shall cooperate with any and all requests from Baptist regarding access logs or audit results so Baptist can determine whether individuals are accessing only protected health information within the scope of access permitted by this Agreement. If requested by Baptist, Outside Entity agrees to remedy any violation of any term of this Agreement and shall certify the same to Baptist in writing. The fact that Baptist inspects or

audits, or fails to inspect or audit, or has the right to inspect or audit, Outside Entity's access does not relieve Outside Entity of its responsibility to comply with this Agreement and HIPAA, nor does Baptist's (i) failure to detect or (ii) detection, but failure to notify Outside Entity or require Outside Entity's remediation of any unsatisfactory practice constitute acceptance of such practice or a waiver of any of Baptist's rights under this Agreement.

14. **Investigations/Sanctions**. Baptist reserves the right to monitor, review and investigate reported and identified failures to comply with this Agreement and impose nonmonetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Outside Entity's access, or termination of individual Authorized User access. Baptist reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Outside Entity agrees to cooperate with Baptist in order to adequately investigate complaints received involving the Outside Entity's employees or agents, including any third party service providers who receive access at Outside Entity's request. Outside Entity agrees to have a sanctions policy, produce it upon request, and discipline their employees or agents for all breaches involving Baptist PHI in accordance with HIPAA. Outside Entity understands that lack of adherence to this Section allows Baptist to immediately terminate this Agreement and all associated access privileges.

15. **Indemnification**. Outside Entity agrees to indemnify and hold harmless Baptist, its governing board, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorney's fees, which may arise from Outside Entity's, or its Outside BA's, access to EpicCare Link, or the acts or omissions of its subcontractors, agents, employees, or business associates arising in connection with this Agreement, including, but not limited to, any penalties, claims or damages arising from or pertaining to Outside Entity's breach of this Agreement, or 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 any notice to impacted individuals, including the costs to retain an outside consulting firm, vendor, or outside attorneys to undertake the effort.

16. **Insurance**. In light of Outside Entity's status as a "covered entity" under HIPAA, Baptist recommends that Outside Entity obtain and maintain cyber liability insurance against improper uses and disclosures of PHI in an amount not less than One Million Dollars ($1,000,000) per occurrence.

17. **Entire Agreement and Amendment**. This Agreement constitutes the entire agreement between the parties regarding Outside Entity's access to EpicCare Link. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly superseded by the Agreement. No change, addition or amendment of this Agreement shall be effective unless reduced to writing and signed by both parties.

18. **Governing Law**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky. The parties hereto irrevocably submit to the exclusive jurisdiction of the courts of Jefferson County, Kentucky and the United States District Court, Western District of Kentucky, at Louisville with respect to any dispute

arising out of this Agreement, and hereby waive any objection to the jurisdiction of, or the venue of any action instituted, in such courts.

19. **Notices.** Any notice required or permitted to be given by this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

BHS:	Baptist Healthcare System, Inc. 1901 Campus Place, Louisville, Kentucky 40299 Attn: BHS Privacy Officer Telephone: 502-896-5056 Facsimile: 502-896-5081
Copy to:	Baptist Healthcare System, Inc. 1901 Campus Place, Louisville, Kentucky 40299 Attn: Vice-President and Chief Legal Officer Telephone: 502-896-5017 Facsimile: 502-896-5080
Outside Entity:	Entity Name: _____ Entity Address: _____ _____ Telephone: _____ Facsimile: _____ Attention: _____

20. **Waiver**. Neither the waiver by any of the parties hereto of a breach of, or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

21. **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.

22. **Counterparts**. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **Assignment**. Outside Entity 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

Baptist, and any attempt to do so will be void. This Agreement shall be binding upon the respective successors and permitted assigns of the parties.

24. **Survival.** The rights and obligations set forth under Sections 5, 8, and 11 through 22 shall survive termination of this Agreement.

25. **Authorized Signatory**. The individuals executing this Agreement on behalf of each party have been duly authorized by such party to execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, Baptist and Outside Entity have signed this Agreement below.

BAPTIST HEALTHCARE SYSTEM, INC.	**OUTSIDE ENTITY**
By: _____	**By: _____**
Title _____	**Title: _____**
Date: _____	**Date: _____**

EXHIBIT A

Authorized Users

1. Health Care Providers: Below is a list of the names and National Provider Identifier numbers of the medical and clinical personnel including, but not limited to MD, APRN, RN, LPN, PA, CMA, NP, who are authorized to receive EpicCare Link access on behalf of Outside Entity:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Provider Billing Staff Access / Health Plan/Payor Staff Access: Below is a list of the names of the internal administrative staff including, but not limited to, coders, medical records clerks, billing clerks, claims administrators, and payor representatives who are authorized to receive EpicCare Link billing access on behalf of Outside Entity:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Exhibit B
Grant of Access for Outside Business Associate

Consistent with Section 9 of the Agreement, Outside Entity is requesting access for the following Outside BA(s) subject to the terms of Outside Entity's agreement with Baptist Healthcare System, Inc. for EpicCare Link Access.

Outside BA 1

Name: _____

Location: _____

Telephone: _____

Facsimile: _____

Primary Contact name and email: _____

Outside BA 2

Name: _____

Location: _____

Telephone: _____

Facsimile: _____

Primary Contact name and email: _____

Outside Entity 3

Name: _____

Location: _____

Telephone: _____

Facsimile: _____

Primary Contact name and email: _____

EXHIBIT C
STATEMENT OF UNDERSTANDING

By clicking below to continue to Baptist Healthcare System Inc.'s EpicCare Link site, I agree to the terms and conditions set forth in this Statement of Understanding. I further agree that my continued use of EpicCare Link will indicate my continuing agreement to the terms and conditions in this Statement of Understanding. If I do not agree to be bound by this Statement of Understanding, I will not use EpicCare Link and will exit this site. I hereby represent that I have read, understand and agree to the following:

1. The protection of health and other confidential and protected health information is a right protected by law and enforced by fines, criminal penalties as well as policy. Safeguarding protected health information is a fundamental obligation for all persons accessing it.

2. I agree to protect the privacy and security of confidential and protected health information I access through Baptist's electronic records, including EpicCare Link, at all times.

3. I agree to: (a) access confidential and protected health information to the minimum extent necessary for my assigned duties; and, (b) disclose such information only to persons authorized to receive it.

4. I agree that I understand the following:

   a. Baptist tracks all user identification ("**ID(s)**") used to access electronic records, including EpicCare Link. Those IDs enable discovery of inappropriate access to patient records.

   b. Inappropriate access and/or unauthorized release of confidential and protected health information will 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/or unauthorized release of confidential or protected health information may result in temporary and/or permanent termination of my access to Baptist electronic records, including EpicCare Link.

   c. That I will be assigned a User ID and password. I understand I may change my password at any time, and will do so based on Baptist's established policy and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am not to give my User ID and password to anyone, including any persons working for me, with me or covering for me. If another person has a need to access the Baptist's EpicCare Link I will instruct them to contact Baptist. 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 that my password has been compromised I will report this information to Baptist 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.

5. I understand that confidential health information includes but is not limited to: any individually identifiable information in possession or derived from a provider of healthcare regarding a patient's medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in the Privacy Rule as "protected health information."). Examples include, but are not limited to: physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, x-ray and other images; laboratory and pathology samples; patient insurance and billing records; and, centralized and/or department based computerized patient data and alphanumeric radio pager messages.

6. I understand confidential employee business information that is not available in the public domain includes but is not limited to: employee home telephone number and address; spouse or other relative names; social security number or income tax withholding records; information related to evaluation of performance; and, other such information obtained from Baptist's records, which if disclosed, would constitute an unwarranted invasion of privacy; or disclosure of protected or confidential information that would cause harm to Baptist.

7. I understand I am to use the confidential and protected health information accessed solely for the use of Outside Entity (i.e. my employer or the entity that authorized my EpicCare Link access). I understand that I may not use, download or print material from Baptist's EpicCare Link for any personal, public or commercial purpose, including distributing, selling, using, modifying, or transmitting information contained on EpicCare Link, without the prior express consent of Baptist. I understand I may not change or delete proprietary notices from material downloaded or printed from EpicCare Link. I understand I may not post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harmful, pornographic or profane material, any proprietary information belonging to others or any material that could be deemed as to encourage criminal activity, give rise to civil liability or otherwise violate the law.

8. I agree to abide by all policies and procedures regarding the EpicCare Link established by Baptist and Outside Entity.

9. I understand that any action on my part which is not fully consistent with the above statements may warrant removal of my User ID and password which will prevent my having further access to information through EpicCare Link.

I have read and understand the above statements and accept them as conditions of my access to Baptist Healthcare System, Inc.'s EpicCare Link.