

BAPTIST HEALTHCARE SYSTEM, INC.
EPICARE 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 Liaison names and information
Page 7: Signature and Date
Page 8: List of Authorized Users
2. E-mail your completed forms to ECLHPL@bhsi.com
3. Please allow up to 2 weeks for our administrators to review your information.

Contact Information:

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
- A party requesting Release of Information (ROI) access
- Other (please specify) _____

Business need for EpicCare Link:

- Continuity of Care
- Referrals
- Billing
- Other (please specify) _____

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

Site Administrator and Location of Facility Requesting Access to EpicCare Link:

We may contact you if we have additional questions. If you have any questions, you can email ECLHPL@bhsi.com or call the Baptist Health Help Desk at 800-315-3020.

Sincerely,
Baptist Health EpicCare Link Team

**BAPTIST HEALTHCARE SYSTEM, INC.
EPICCARE LINK ACCESS AGREEMENT**

THIS EPICCARE LINK ACCESS AGREEMENT (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 _____ (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, and physicians and physician practices with medical staff privileges at Baptist hospitals or another healthcare provider affiliated with Baptist and other 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 for the purpose of treatment, payment, and certain healthcare operations 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 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 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 use EpicCare Link to improve the quality and efficiency of the medical services Outside Entity provides 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. EpicCare Link Access.

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

- a. the medical providers (each a “**Provider**”), as defined and set forth in

Exhibit A attached hereto, and their office administrators, secretaries and nurses (collectively “**Authorized Users**”), to electronically access and use EpicCare Link solely for storing, processing, and displaying medical records and other information, images and content related to the provision of healthcare to patients of such Providers (the “**System License**”). Outside Entity understands and warrants that such access and use shall be limited to that achieved through unique identification and access codes provided to each individual authorized user by Baptist, and that each authorized user shall be prohibited from using another authorized user’s identification and access code to access and/or use EpicCare Link. Outside Entity further acknowledges and understands that Baptist 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 Outside Entity’s operations.

b. Outside Entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity to access and use EpicCare Link must be obtained and maintained separately by Outside Entity. 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.

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

a. Outside Entity shall not use or disclose protected health information, as defined by HIPAA (“**PHI**”) 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 received from, or created or received on behalf of Baptist 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. 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, or 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 court order or subpoena.

b. Outside Entity agrees to implement and utilize EpicCare Link and shall provide Baptist with access to a patient’s EHR that are created, maintained, transmitted, or received using EpicCare Link when such patient is also a patient of Baptist solely for the purposes of treatment, payment, or healthcare operations to the extent permitted without patient authorization by HIPAA. Outside Entity shall use

EpicCare Link in accordance with any network security policies issued by Baptist from time to time.

c. 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 patient medical information and PHI.

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 liaison to coordinate user access (which person can also be the Privacy Officer). The liaison 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 Liaison are:

Privacy Officer Name _____

Address _____

Phone _____

Email _____

Liaison Name _____

Address _____

Phone _____

Email _____

Outside Entity shall immediately notify Baptist of any changes in the above contact information. Before accessing EpicCare Link, each Authorized User shall agree, electronically before accessing EpicCare Link the first time, to the terms of Baptist’s statement of understanding (the “**Statement of Understanding**”) in the form provided herein as **Exhibit B**, attached hereto and incorporated herein by reference, 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. 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.

b. 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 duties to such patients. The Authorized Users of Outside Entity who shall have access to EpicCare Link are listed in **Exhibit A** of this Agreement, incorporated by reference herein, and which shall be updated periodically by Outside Entity to ensure a current listing of Authorized Users. Outside Entity agrees to notify Baptist within 24 hours when any Authorized User is separated from employment of Outside Entity for any reason, including but not limited to termination or voluntary separation. Outside Entity further agrees, on each anniversary date of this Agreement, to validate that the Authorized Users listed in **Exhibit A** continue to require access to the EpicCare Link and continue to be employees or agents of Outside Entity.

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 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 or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity will immediately give Baptist notice and take actions to eliminate the cause of the breach. 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 accessed or disclosed.

c. Baptist has the right, at Outside Entity's sole cost and expense, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of Outside Entity's technical capabilities.

7. **No Guarantee Of Access.** 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.

8. **Disclaimer Of Warranty.** Baptist will use reasonable efforts to maintain timely, complete and accurate data and information on EpicCare Link. However, 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 website.

9. **Third Party Access.** Outside Entity shall obtain the written approval of Baptist prior to allowing any agent or subcontractor access to PHI that is created or received on behalf of Baptist. In the event that Baptist consents to such third party access on a case-by-case basis, Outside Entity shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Outside Entity through this Agreement. Outside Entity shall require that any agent or subcontractor notify Outside Entity of any instances in which PHI is used or disclosed in an unauthorized manner. Outside Entity shall take steps to cure the breach of confidentiality and end the violation or shall terminate the agency agreement or subcontract.

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 advance written notice to the other of such party's intent to terminate; provided, that such notice shall specify a termination date that is not less than thirty (30) days after the effective date of the written notice. Notwithstanding the foregoing, Baptist may terminate this Agreement immediately without liability, in the event Baptist determines that Outside Entity, or Outside Entity's directors, officers, employees, contractors or agents have violated a material provision of this Agreement.

11. **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.

12. **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. 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.

13. **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 performance under this Agreement or negligent acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages 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 any notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort.

14. **Insurance**. In light of Outside Entity's status as a "covered entity" under HIPAA as set forth in Section 2 of this Agreement, 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.

15. **Entire Agreement and Amendment**. This Agreement constitutes the entire agreement between the parties regarding 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.

16. **Governing Law**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky.

17. **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.

18. **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.

19. **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.

20. **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.

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. Below is a list of the names 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:

2. Below is a list of the names of the administrative, billing and coding related personnel including, but not limited to coders, medical records clerks, and billing clerks, who are authorized to receive EpicCare Link access:

EXHIBIT B
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, 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 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.