

Electronic Medical Record Access - "EpicCare Link" – Master User Agreement

Pursuant to the following conditions, Luminis Health, Inc. (Luminis Health) agrees to grant access to its electronic health record system through EpicCare Link, which includes protected health information (PHI) of Luminis Health patients to:

_____ (PRACTICE NAME) (“Sponsor”).

SPONSOR: The Sponsor is responsible for identifying employees, contractors or agents (“Users”) who will be provided access to EpicCare Link pursuant to this Agreement. Sponsor shall designate a Site Administrator to be responsible for managing the Sponsor’s employees, contractors or agents access to EpicCare Link. The initial Site Administrator shall be (_____). The Site Administrator shall provide Luminis Health with an initial list identifying all Sponsor Users that will have access to EpicCare Link and such list shall be updated when a new User is added by Sponsor or an individual is no longer associated with Sponsor. Sponsor must notify Luminis Health of any pending or immediate User separations or changes to facilitate timely termination of Users ID/PWD. Failure to provide timely notice regarding separation will be considered a violation of this Agreement.

ACCESS: Sponsor is responsible for ensuring that User’s access of PHI complies with all State and Federal privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Access should be solely for the purpose of clinical research approved by an Institutional Review Board, treatment, payment, or health care operations, as defined by HIPAA, as needed to perform specific job duties or by the scope of activities contracted. Access will be limited to the minimum necessary required to meet the intended need. The User may only access PHI through the individual network log-on and password assigned (ID/PWD) to User by Luminis Health which may not be disclosed or shared with other individuals under any circumstance. Access to electronic medical records as determined by individual ID/PWD is subject to auditing and monitoring by the Health Information Management ("HIM") department at each applicable Luminis Health facility and affiliate(s).

CONFIDENTIALITY: Sponsor acknowledges that the records and PHI on the EpicCare Link System are the property of the entity that created the PHI while providing health care to the patient. Re-disclosure or release of PHI obtained through EpicCare Link is expressly forbidden unless authorized by law. All releases that require a legal authorization will be processed by Luminis Health in accordance with Luminis Health policy and applicable federal and state laws.

ACKNOWLEDGMENT OF RESPONSIBILITY: Sponsor shall be responsible for ensuring that User acknowledges that they are bound by Luminis Health polices relating to the privacy and security of PHI and agree to the EpicCare Link Terms and Conditions of Use, as set forth in Appendix A and at the login to EpicCare Link.

BREACH OF AGREEMENT: It is the responsibility of the Sponsor and its Users to provide written notice of any known or suspected unauthorized access or disclosure of PHI accessed through the User's ID/PWD to the Luminis Health Privacy Officer within five (5) business days of discovery. Such notice shall include the date of the unauthorized access or disclosure, the date the unauthorized access or disclosure was discovered, the nature of the PHI involved in the authorized access or disclosure. In the event of suspected improper access or disclosure, the Sponsor shall be responsible for developing a plan to mitigate any harmful effects to the patient, provide a copy of that plan to the Luminis Health Privacy Officer and implement the plan in accordance with Luminis Health's instructions.

AUTHORIZATION TO ACT AS BILLING AGENT: To the extent Sponsor or User orders items or services at a Luminis Health facility or its affiliates, Sponsor and User hereby authorize Luminis Health and its affiliates to act as their agent for the limited purpose of obtaining any necessary health insurance pre-authorizations and/or authorizations necessary from payors for the ordered items or services.

LIABILITY: Sponsor shall be responsible for each User's access to EpicCare Link. Sponsor agrees to indemnify and hold harmless Luminis Health for any and all damages which may arise due to inappropriate access by Provider's Users and/or inappropriate access through a User's ID/PWD. A violation of this agreement may result in permanent loss of access by Sponsor and its Users at the sole discretion of Luminis Health. In addition, further action may be taken by Luminis Health as a result of any violation in accordance with state and federal law.

I certify that I am authorized to sign this Agreement on behalf of Sponsor and that the Sponsor shall be by bound by the terms of this Master User Agreement.

Signature

Date

Printed Name

Title