



## Connect1 Physician Portal Access and Use Agreement

This **Connect1 Physician Portal Access and Use Agreement** ("Agreement") between **Spartanburg Regional Health Services District, Inc. d/b/a Spartanburg Regional Healthcare System** ("SRHS") and the healthcare provider designated below ("**Participant**") details the terms and conditions for Participant's access to the SRHS Connect1 Physician Portal electronic health information system ("**Connect1 Physician Portal**").

### 1. Access Terms and Conditions

- a. Participant shall comply with the terms of this Agreement; SRHS policies and procedures governing Connect1 Physician Portal access and use of and access to information technology resources, as they may be amended from time to time; and applicable state and federal laws regarding patient privacy and confidentiality, including but not limited to the Health Insurance Portability and Accountability Act and its accompanying regulations ("HIPAA"). Participant warrants that it is a "covered entity" and "healthcare provider" as such terms are defined in HIPAA, particularly at 45 CFR § 160.103, and shall notify SRHS immediately upon it ceasing to be either a covered entity or healthcare provider.
- b. Participant understands and acknowledges that Participant is authorized to utilize Connect1 Physician Portal only for Permitted Purposes. Permitted Purposes shall mean treatment of, and care coordination for, patients under the care of Participant.
- c. Participant shall maintain appropriate policies and procedures to prevent unauthorized access, use and disclosure of information obtained through Connect1 Physician Portal. Upon request Participant shall provide copies of such policies to SRHS. Participant shall regularly monitor and audit access to patient information and take reasonable steps to pursue, address and mitigate any privacy and security issues detected by such monitoring. SRHS has the right to audit Participant's and each Authorized User's access to Connect1 Physician Portal, with or without notice, and Participant expressly consents to such monitoring.
- d. Participant agrees to indemnify and hold SRHS harmless from any damages or costs incurred by or asserted against SRHS arising from Participant's noncompliance with this Agreement or any access to Connect1 Physician Portal by or through Participant, an Authorized User, or Participant's IT systems. Participant acknowledges that the Connect1 Physician Portal system and software is protected by a variety of licensing agreements and laws and that any misuse of the Connect1 Physician Portal system may subject Participant to legal liability. Participant acknowledges that SRHS may have additional rights and remedies available in law or equity in cases of a disclosure of trade secrets or proprietary information. Participant acknowledges that in the event of any breach of this Agreement or inappropriate use, access or disclosure related to Connect1 Physician Portal or information obtained through Connect1 Physician Portal, SRHS may seek such legal action and damages as may be allowable under applicable law.

### 2. Authorized Users

- a. "Authorized User" shall mean Participant's employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by Participant to access the Connect1 Physician Portal. Participant shall be responsible for all actions of its Authorized Users relating to access to SRHS systems including Connect1 Physician Portal.
- b. SRHS will issue Participant a unique access code or log-in information for each Authorized User designated in **Attachment A**. This code or log-in will allow Authorized Users to access patient information through Connect1 Physician Portal. All terms of this Agreement, including but not limited to Access Terms and Conditions, shall also apply to access by an Authorized User.

- c. Participant shall use reasonable care in selecting Authorized Users. Participant will be responsible for initiating, updating, monitoring, controlling and removing or suspending access of its Authorized Users in accordance with the Agreement and applicable law. Participant shall require that Authorized Users act in compliance with the provisions of this Agreement. Participant shall provide Authorized Users with appropriate education and training on the requirements of this Agreement. Participant shall apply appropriate sanctions against any Authorized User who fails to comply with the requirements of this Agreement.
  - d. Participant shall immediately remove an Authorized User's access to Connect1 Physician Portal upon the request of SRHS or if the Authorized User is determined by Participant to no longer qualify as an "Authorized User." Upon termination of Participant's access to Connect1 Physician Portal, access by Participant's Authorized Users shall also terminate.
3. **Limitations on Access.** Participant acknowledges that the patient information maintained through Connect1 Physician Portal may be drawn from numerous sources. Certain categories of information may be more sensitive and may be accorded extra protections under state and federal law. For this or other reasons, at SRHS's sole discretion, patient information provided through Connect1 Physician Portal may not include an entire record, and Participant and Authorized Users may have limited access to certain information and records. Participant agrees and acknowledges that such information is provided as-is, and SRHS makes no representations or warranties regarding the accuracy of any of the information obtained through Connect1 Physician Portal.
4. **Ownership.** The parties agree and acknowledge that all information obtained through Connect1 Physician Portal is the sole and exclusive property of SRHS. This Agreement does not grant to Participant or any Authorized User any rights in Connect1 Physician Portal, the information maintained in or obtained through Connect1 Physician Portal, or in any of the technology used to create, operate, enhance or maintain Connect1 Physician Portal, except the limited license provided pursuant to this Agreement which license shall be limited, non-transferable and revocable at SRHS's sole discretion.
5. **Notification of Incidents.** Participant and Authorized Users acknowledge that use of the access code or log-in information by unauthorized persons is prohibited. If Participant or any Authorized User has reason to believe that the confidentiality of an access code or log-in information has been compromised, Participant or Authorized User will immediately contact SRHS at the number listed in the signature block below, and immediately change the password. If Participant or Authorized User learns or has reason to believe that any person has made or attempted any unauthorized access to Connect1 Physician Portal, the Participant or Authorized User will immediately report this information to SRHS at the number listed in the signature block below.
6. **Term and Termination**
  - a. The term of this Agreement shall commence on the later of the dates listed in the signature block ("Effective Date"), and shall continue until terminated in accordance with the terms of this Agreement.
  - b. Each party shall have the right to immediately terminate this Agreement if required to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued, or proposed to be issued, by any federal or State agency, which (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause SRHS or Participant to be in violation of the law; or (iii) jeopardizes the good standing status of licensure, accreditation or participation in any federally or State funded health care program.
  - c. Either party may terminate this Agreement if the other party has materially violated its responsibilities under this Agreement and has failed to provide satisfactory assurances within one (1) day of written notice of such material violation that reasonable steps are being taken to effect a cure, and (i) such cure will be completed no later than ten (10) days from notice of such material violation; and (ii) the breaching party has taken reasonable steps to prevent the recurrence of such material violation.

d. In addition to other termination rights stated in this Agreement, SRHS reserves the right to immediately terminate Participant’s access, or any Authorized User’s access, at any time if SRHS has reason to believe that Participant or Authorized User has suffered a breach of the security of its information technology systems or has violated any term of this Agreement.

7. **Assignment.** Participant shall not assign or transfer this Agreement, or any part thereof, without the prior review and written consent of SRHS. Any such assignment without SRHS’s written consent shall be void and have no binding effect. This Agreement shall be binding on the parties, their successors and permitted assigns.

**IN WITNESS WHEREOF**, SRHS and Participant have caused this Agreement to be executed as of the Effective Date.

<b><u>Spartanburg Regional Health Services District, Inc.</u></b>	<b><u>Participant (Physician or Company Owner)</u></b>
Signature _____	Signature _____
Name: <u>Marc Bingham, MD</u>	Name: _____
Title: <u>VP/System Chief Medical Information Officer</u>	Title: _____
Date: _____	Date: _____
Contact Information:	Contact Information:
Name: <u>Marc Bingham, MD</u>	Name: _____
Phone: <u>864-560-6701</u>	Phone: _____

**Attachment A**

**Connect1 Physician Portal Access and Use Agreement**

**Authorized User Certification**

The below-designated Participant has signed a Connect1 Physician Portal Access and Use Agreement ("Agreement") with Spartanburg Regional Health Services District, Inc. d/b/a Spartanburg Regional Healthcare System ("SRHS"). The Participant requests Connect1 Physician Portal access for the Authorized User listed below. Participant and Authorized User agree to comply with all terms set forth in the Agreement and all applicable SRHS policies and procedures regarding access to Connect1 Physician Portal.

Authorized User has reviewed and understands the terms and conditions for access to Connect1 Physician Portal as described in the Agreement.

**Authorized User**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Participant (same signature as page 3)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_