



SRHS Link Access and Use Agreement

This **SRHS Link 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 Link electronic health information system ("**SRHS Link**").

1. Access Terms and Conditions

- a. Participant shall comply with the terms of this Agreement; SRHS policies and procedures governing SRHS Link 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 SRHS Link only for Permitted Purposes. Permitted Purposes shall mean treatment of, and care coordination for, patients under the care of Participant for healthcare reasons. By way of example, access to information on a patient/resident in a "continuing care retirement community" facility depends on the scope of services provided by the facility to that specific patient/resident.
- c. Participant shall maintain appropriate policies and procedures to prevent unauthorized access, use and disclosure of information obtained through SRHS Link. 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 SRHS Link, 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 SRHS Link by or through Participant, an Authorized User, or Participant's IT systems. Participant acknowledges that the SRHS Link system and software is protected by a variety of licensing agreements and laws and that any misuse of the SRHS Link 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 SRHS Link or information obtained through SRHS Link, SRHS may seek such legal action and damages as may be allowable under applicable law.
- e. Neither SRHS nor any of its affiliates shall have any liability for any damages whatsoever (including loss of profits or loss of goodwill) resulting from, arising out of or in connection with the use or inability to use or the performance or nonperformance of SRHS Link or any items or services provided under or in connection with this Agreement, even if they have been advised of the possibility of such damages or should have known of the possibility of such damages, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise. The limitations of liability and disclaimers of warranty stated in this Agreement form an essential basis of the bargain between the Parties.
- f. Participant and Authorized Users acknowledge and agree that the provision of SRHS Link is not intended to, and shall not be deemed in any way to, eliminate, replace or substitute for, in whole or in part, the medical judgment of Participant or Authorized Users, or the analysis or treatment of any patient's medical condition. Participant has the sole and exclusive responsibility for any medical decisions made or actions taken by

Participant, Authorized Users, or any other employees, independent contractors or other personnel of Participant or any Authorized User with respect to a patient's medical care and treatment.

- g. SRHS Link access, and use of SRHS patient information, is governed by SRHS policies and procedures, and applicable state and federal privacy laws, including but not limited to HIPAA. To maintain Link access, Link Sites must meet the "Covered Entity" and "Healthcare Provider" definitions under HIPAA and immediately disclose to SRHS if the Site no longer meets these definitions. See 45 CFR § 160.103 for definitions

2. **Authorized Users**

- a. "Authorized User" shall mean Participant's employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by Participant and SRHS to access the SRHS Link. Participant shall be responsible for all actions of its Authorized Users relating to access to SRHS systems including SRHS Link.
- b. 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 SRHS Link 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 SRHS Link, access by Participant's Authorized Users shall also terminate.

3. **Limitations on Access.** Participant acknowledges that the patient information maintained through SRHS Link 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 SRHS Link 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 SRHS Link.

4. **Ownership.** The parties agree and acknowledge that all information obtained through SRHS Link is the sole and exclusive property of SRHS. This Agreement does not grant to Participant or any Authorized User any rights in SRHS Link, the information maintained in or obtained through SRHS Link, or in any of the technology used to create, operate, enhance or maintain SRHS Link, 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 SRHS Link, 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 in its sole discretion, including 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.
 8. **Electronic Acceptance**. By accepting this Agreement by such electronic means as SRHS or its vendor may provide, the Participant shall be deemed to have accepted and agreed to the terms and conditions of this Agreement.