

Site Access Agreement

THIS AGREEMENT for Access to Protected Health Information is entered into between WellSpan Health and the Site identified in the Site Access Request Form.

WellSpan Health uses a certain electronic medical record system and related functionality, called WellSpan Care Link (the "System"), which allows users to access certain patient/member protected health information.

The System allows these users to view WellSpan Health electronic health records ("EHR")/claims of patients/members for the purpose of treatment, research, care coordination, payment related activities, and other approved activities (individually or collectively "Approved Activities") to the extent permitted without patient/member authorization in accordance with the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time, and further subject to the American Recovery and Reinvestment Act of 2009, including its provisions commonly known as the "HITECH Act," and rules and regulations promulgated thereunder, as may be amended from time to time (all collectively, "HIPAA").

The parties hereto agree as follows:

Access to the System

1. The Site shall designate one individual employed by the Site to be the "Site Administrator" for administering access to the System for authorized Users. The Site, shall provide WellSpan Health with the name and direct contact information for the Site Administrator. The Site Administrator is responsible for coordinating with WellSpan Health to establish, modify and terminate Site user accounts.
2. Each User, before access to the System is granted, shall be informed of the basic terms of this Agreement and must select "ACCEPT" to the terms of the online Terms and Conditions of Use, as those Terms and Conditions may be amended from time to time. The Site agrees to ensure that each User approved for access under this Agreement adheres to the requirements of this Agreement and the Terms and Conditions.
3. For purposes of this Agreement, access to the System shall be permitted only for such categories of employees of the Site who have a reasonable need to access the PHI of WellSpan Health patients/members for purposes of carrying out their healthcare treatment or payment related duties to such patients/members.
4. The Site Administrator further agrees to validate and document, every 6 months based upon date of initial access, that the Users then currently permitted to access the System continue to require access to the System and continue to be employees or agents of the Site, using the System's Site verification process. Noncompliance of Site Verification per this agreement may result in the possible loss of site access and/or denial of additional User account creation.

Conditions of Use

1. Subject to the terms and conditions of this Agreement, WellSpan Health hereby grants the Site non-transferable and non-exclusive access to the System.
2. The Site acknowledges and agrees that any hardware, software, network access or other components necessary for the Site to access and use the System must be obtained separately by

the Site. WellSpan Health, by reason of this Agreement, shall not be responsible for the procurement, installation or maintenance of any necessary components, and WellSpan Health makes no representations or warranties regarding the components whatsoever.

3. Each party shall maintain the confidentiality of all such Confidential Information belonging to patients/members and shall not divulge such information to any third parties, except as otherwise provided for under this Agreement and under law. In case of termination of WellSpan Health system access for any reason, each party shall cease all use of any of WellSpan Health Confidential Information and shall return, or securely destroy any copies thereof.
4. Notwithstanding anything to the contrary contained in this Agreement, the Site, shall abide by all federal and state laws with respect to maintaining the confidentiality of patient information. Without limiting the generality of the foregoing, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and associated regulations ("HIPAA").as well as the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009, The parties agree that each is a covered entity as that term is defined in HIPAA and that each party will reasonably cooperate with the other to permit ongoing compliance.
5. Random user access audits will be conducted by WellSpan's Health Information Protection Office, in keeping with WellSpan Health's proactive approach and commitment to ensuring patient privacy, as well as compliance with all regulatory agencies.
6. If a user at the Site commits a HIPAA violation or other security breach using the System, WellSpan Health has the right to deactivate individual user's access to the System, and may, in its discretion, terminate the entire Site Agreement. Site agrees to indemnify and hold WellSpan harmless for any such violation or breach.
7. Accounts found to be inactive for a period of 3 months or longer will be deactivated.

System/Workstation Security

The Site will observe and abide by the terms of this Agreement specific to computer work station use, device and media controls, and access, as noted below, or otherwise as promulgated by WellSpan Health from time to time.

1. Workstations and communication devices of all types should be located and operated in a secure manner, e.g., located in a physically secure area.
2. Site Administrators are responsible to ensure workstations and printers are positioned or located out of public view to protect the sensitivity and privacy of any business being conducted with the asset, e.g., positioned or shielded to prevent unauthorized or casual viewing.
3. Each workstation, if applicable, will be programmed to generate a screen saver or timeout when the computer receives no input for a specified period.
4. When accessing the WellSpan Health network, users must secure their workstation before leaving the workstation unattended for any period of time. At a minimum, screensavers with a password should be enabled (if available) and logging out of critical applications, so not to compromise protected health information (PHI).
5. Users logging onto the system will ensure that no one observes the entry of their password.
6. Users may not download confidential data from WellSpan Health information systems onto removable media, i.e., USB flash drive or CD.

Reporting of Unauthorized Access, Use or Disclosure of PHI

1. Site Administrator shall immediately report to WellSpan’s Health Information Protection Office any unauthorized access, use or disclosure of PHI obtained through the System.
2. If at any time the Site Administrator has reason to believe that the System may have been accessed without proper authorization, Site Administrator shall promptly give WellSpan’s Health Information Protection Office notice and take action to eliminate the cause of the unauthorized access.
3. Report any privacy and security related concerns to the WellSpan Health HIPAA Hotline at (717)812-2064 or 1(800)320-6023 or by e-mail at hmail@wellspan.org.

Investigations/Termination

1. WellSpan Health reserves the right to monitor, review and investigate suspected, reported or 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 Site User’s access, or termination of individual User access. WellSpan Health reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities
2. Users agree to cooperate with WellSpan Health in order to investigate adequately complaints received involving the Sites employees or agents.
3. WellSpan Health may terminate this Agreement, the Site and all Users’ access to the System, at any time with or without cause, without any obligation or liability for such termination. Such termination may be immediate in the event WellSpan Health determines that any User has violated this Agreement.

DISCLAIMER

WELLSPAN HEALTH AND ITS AFFILIATES, SUPPLIES, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO THE WELLSPAN CARE LINK PRODUCT ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION TO, THOSE RESULTING FROM LOST PROFITS, LOST DATA, TECHNICAL PROBLEMS OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO WELLSPAN CARE LINK CONTENT OR INFORMATION CONTAINED WITHIN WELLSPAN CARE LINK, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER’S SOLE REMEDY FOR DISSATISFACTION WITH WELLSPAN CARE LINK IS TO STOP USING THE WEBSITE.

I, on behalf of the Site, have read and understood the terms of the above Site Access Agreement and I have had an opportunity to ask questions and have them answered.

Site Name

Site Administrator Name & Title (Print)

Site Administrator Signature

Date