

JEFFERSON HEALTH CARE LINK ACCESS AGREEMENT

This JEFFERSON HEALTH CARE LINK ACCESS AGREEMENT (the “Agreement”) is entered into between THOMAS JEFFERSON UNIVERSITY, D/B/A JEFFERSON HEALTH, by and on behalf of its wholly owned and controlled affiliates (“Jefferson”) and the entity defined on the signature page hereto (“Entity”). Entity is a covered entity or provider of health care-related services that requests certain access rights to the EHR system for either its own or Jefferson’s Treatment, Payment or Health Care Operations purposes(s) (as such terms are defined by HIPAA).

PURPOSE

Jefferson utilizes certain systems, including “Jefferson Health Care Link” (“JeffCareLink”), that provide authorized users with remote access to the electronic health records of Jefferson’s patients (the “EHR”). Categories of authorized users for JeffCareLink may include health care providers, payors, vendors and others who collaborate in the treatment, payment and health care operations functions of Jefferson, and other parties authorized by Jefferson consistent with applicable law concerning the privacy and security of health and other personal information.

Jefferson believes that the use of JeffCareLink by Entity would substantially improve the quality and efficiency of health care provided to patients, whether directly or in support of Jefferson’s treatment, payment or health care operations functions, and therefore wishes to allow access to JeffCareLink by Entity, subject to the restrictions and other requirements set forth in this Agreement.

Jefferson wishes to meet the noted purposes by granting access to JeffCareLink only to Covered Entities as defined by HIPAA. Covered entities are (1) health plans; (2) health care clearinghouses; and (3) health care providers who electronically transmit any health information in connection with transactions for which the Department of Health and Human Services has adopted standards.

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, intending to be legally bound, do hereby agree as follows:

1. JEFFCARELINK ACCESS

- 1.1 **License.** Subject to the terms and conditions of this Agreement, Jefferson hereby grants Entity non-transferable and non-exclusive access to JeffCareLink to permit its employees and each Entity Sponsored Party (defined below) designated on Exhibit A attached hereto (each, an “Authorized User”) to access and use JeffCareLink for viewing and displaying medical records and other information related to Jefferson patients and contained in the EHR (“Protected Health Information” or “PHI”), solely for the purpose of carrying out the functions for which access has been granted under this Agreement, as set forth on the signature page to this Agreement (the “System License”).
- 1.2 **Access Codes.** Entity understands and warrants that access to and use of JeffCareLink shall be limited to that achieved through a unique access code or User ID provided to each individual Authorized User by Jefferson and that each Authorized User shall be prohibited from using another Authorized User’s access code to access and/or use JeffCareLink. Authorized Users may not share their access and/or password, and must use distinct business emails that are NOT

shared. Authorized Users may not share their credentials with BOTs (AI tools) used to perform repetitive, automated, predefined tasks. Unless an Authorized User is certified to train individuals concerning access and use of JeffCareLink, an Authorized User shall not provide any such instruction or direction to individuals who have not received training sponsored by Jefferson.

- 1.3 Network Access Components.** Entity agrees to implement and utilize JeffCareLink. Entity acknowledges and agrees that any hardware, software, network access or other components necessary for access and use of JeffCareLink must be obtained separately by Entity. Jefferson shall not be responsible for the procurement, installation or maintenance of any necessary components, and Jefferson makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Entity and paid directly to the suppliers of the components.

2. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”)

- 2.1 HIPAA and Privacy Laws.** Entity shall comply in all material respects with the standards for privacy and security of individually identifiable health information set forth in 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 (collectively, “HIPAA”). Entity shall not use or disclose PHI accessed or received from Jefferson in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA, the Public Health Service Act (42 U.S.C. §290dd-2), the Drug and Alcohol Abuse Control Act (71 P.S. §1690.108), the Mental Health Procedures Act (50 P.S. §7103), and the Confidentiality of HIV-Related Information Act (35 P.S. §7607) (collectively, the “Privacy Laws”). Entity shall access or use PHI in Jefferson’s EHR only in accordance with the provisions of this Agreement and the Privacy Laws. Entity agrees that all information accessed through JeffCareLink shall be maintained in the strictest confidence and as required by the Privacy Laws and shall not be disclosed except as permitted by this Agreement and the Privacy Laws. Entity may include electronic or paper copies of medical records and other information, images and content obtained from Jefferson’s EHR using the System License in Entity’s medical records for its patients. After Entity has downloaded, copied, printed, or otherwise obtained PHI through JeffCareLink, any subsequent disclosure of such information by Entity shall be from Entity’s medical record.

- 2.2 Policies and Training.** Entity shall use JeffCareLink in accordance with (i) all legal, professional and ethical requirements applicable to PHI maintained by Jefferson and (ii) any applicable policies and procedures, issued by Jefferson from time to time, including network security policies and training and certification requirements, including any user manuals or reference guides.

- 2.3 Sensitive Records.** ENTITY IS REMINDED THAT CERTAIN INFORMATION, INCLUDING ALCOHOL AND DRUG ABUSE, MENTAL HEALTH, HIV/AIDS, OTHER SEXUALLY TRANSMITTED DISEASES, AND GENETIC INFORMATION, IS HIGHLY SENSITIVE AND SUBJECT TO ADDITIONAL PROTECTIONS UNDER THE APPLICABLE PRIVACY LAWS, SUCH AS REQUIRING THE CONSENT OF THE PATIENT PRIOR TO SUBSEQUENT DISCLOSURE. Jefferson may limit the availability of such information through JeffCareLink.

3. PROCESS FOR REQUESTING SYSTEM ACCESS

- 3.1 Privacy Officer and Site Liaison.** Entity shall provide Jefferson with the name and direct contact information for its Privacy Officer and shall notify Jefferson of any change in such contact by submitting a Change Form provided in Exhibit D. Entity shall also designate a site liaison (“Site

Liaison”) to coordinate user access (which person can also be the Privacy Officer) and shall notify Jefferson of any change in such contact by submitting a Change Form provided in Exhibit D. The Site Liaison shall be responsible for managing the modification and termination of access accounts provided to Entity or its Authorized Users, as well as for performing the additional duties set forth on Exhibit B attached hereto and incorporated herein by reference. Entity acknowledges that it has the responsibility to provide Exhibit B to any persons in the role of Site Liaison so he or she understands their responsibilities.

- 3.2 Authorized Users.** Before receiving access to JeffCareLink, each Authorized User shall read and agree to (by selecting “Accept”) the terms and conditions for access to and use of JeffCareLink (the “Terms and Conditions”), the form of which is attached hereto as Exhibit C and may be amended from time to time. Entity agrees to ensure that each Authorized User adheres to the requirements of this Agreement and the Terms and Conditions. Entity shall also require each Authorized User to complete, in a form and in a manner acceptable to Jefferson, training regarding the requirements of the Privacy Laws as they pertain to medical records such as those accessed through JeffCareLink. Such training shall be supplied to Jefferson upon reasonable request, in order to document compliance.
- 3.3 Authorized User List.** For purposes of this Agreement, access to JeffCareLink shall be permitted only for such categories of employees of Entity who have a reasonable need to access PHI of Jefferson patients for the purpose of carrying out treatment duties to such patients or in order to perform other functions for which access has been granted under this Agreement. The Authorized Users of Entity who shall have access to JeffCareLink are listed in Exhibit A of this Agreement, incorporated by reference herein. Entity must ensure it has a process in place to notify Site Liaison when an Authorized User is separated from employment by Entity for any reason, including but not limited to termination or voluntary separations. Entity, through its Site Liaison, further agrees to validate each Authorized User who continues to require access to JeffCareLink in accordance with Exhibit B.
- 4. SAFEGUARDS AGAINST UNAUTHORIZED USE OR DISCLOSURE OF INFORMATION**
Entity agrees to implement all appropriate safeguards to prevent unauthorized access, use or disclosure of PHI from the JeffCareLink portal. 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 and to take appropriate disciplinary and corrective action in response to any violations of such laws by members of Entity’s workforce.
- 5. DATA OWNERSHIP**
Entity acknowledges and agrees that Jefferson owns all rights, interests and title in and to Jefferson’s data and that such rights, interests and title shall remain vested in Jefferson at all times. Entity shall not compile and/or distribute analyses to third parties utilizing any data, including de-identified data, received from, or created or received on behalf of Jefferson without express written permission from Jefferson. Entity shall not sell PHI or any data sets created from PHI, including aggregated or de-identified PHI, as those terms are defined under HIPAA, without express written permission from Jefferson.
- 6. REPORTING OF UNAUTHORIZED USE OR DISCLOSURE OF PHI**
Entity shall, within one (1) business day after becoming aware of any potential or actual unauthorized access, use or disclosure of PHI by Entity, its Authorized Users, or any third party, report any such access, use or disclosure to the Jefferson Privacy Officer by either emailing privacyoffice@jefferson.edu or calling the main toll free number: 1-833-391-2547.

7. MITIGATION OF UNAUTHORIZED USE OR DISCLOSURE AND NOTIFICATION OF BREACH

If at any time an Entity Authorized User or any other Entity Representative (defined below) 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, Entity will immediately take actions to eliminate the cause of the breach. To the extent Jefferson deems warranted, in its sole discretion, Jefferson will provide notice or require Entity to provide notice to individuals whose PHI may have been improperly accessed or disclosed.

8. THIRD PARTY ACCESS BY ENTITY SPONSORED PARTY

Entity shall be solely responsible to obtain an appropriate written agreement(s) prior to allowing any contractor, agent or subcontractor of Entity or other third-party sponsored/retained by Entity (each, an, "Entity Sponsored Party") access to PHI through JeffCareLink. Entity shall list the information for Entity Sponsored Party in Exhibit A to include the Entity Sponsored Party as an Entity Authorized User and update such information as required in Section 3.3 herein. Entity shall require that each Entity Sponsored Party comply with all Authorized User requirements including the requirement to notify Entity of any instances in which PHI is used or disclosed in an unauthorized manner and to take steps to eliminate the cause of any such breach. Jefferson shall be entitled to terminate individual access of each Entity Sponsored Party at any time in its reasonable discretion. For clarity, each Entity Sponsored Party shall be considered an Authorized User under this Agreement.

9. INVESTIGATIONS/SANCTIONS

Entity acknowledges that Jefferson proactively monitors the activities of Authorized Users, and has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith. Jefferson reserves the right to impose nonmonetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Entity's access or termination of individual access for other Authorized Users including Entity Sponsored Parties working on behalf of Entity. Jefferson reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Entity agrees to cooperate, and cause its Site Liaison and Privacy Officer to cooperate, with Jefferson in order to adequately investigate complaints received involving Authorized Users working on behalf of Entity. Entity agrees to have a sanctions policy, produce it upon request, and discipline its employees or Entity Sponsored Party for all breaches involving PHI in accordance with the HIPAA Privacy Rule.

10. AVAILABILITY OF BOOKS AND RECORDS

Entity agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Jefferson's EHR, or created or received on behalf of Jefferson, available to Jefferson and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Jefferson's and Entity's compliance with HIPAA standards. Entity promptly shall provide to Jefferson a copy of any documentation that Entity provides to the Secretary related to such compliance.

11. TERMINATION

Jefferson may terminate its participation in this Agreement immediately without liability for such termination, in the event Jefferson determines that Entity or Entity's directors, officers, employees, or Entity Sponsored Party (collectively, "Entity Representative(s)") have violated a material provision of this Agreement or any JeffCareLink Agreement to which they and Jefferson are parties. In addition, Entity acknowledges and understands that Jefferson may terminate individual Authorized Users' including individual Entity Sponsored Parties' access and/or the

entire System License at any time for any reason without penalty; regardless of any effect such termination may have on Entity's operations.

12. INDEMNIFICATION

Entity agrees to indemnify, defend and hold harmless Jefferson, its trustees, officers, employees, medical and research staffs and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorneys' fees, which may arise from Entity's performance under this Agreement or any negligent or wrongful acts or omissions of Entity, any Authorized User, Entity Sponsored Party, or any Entity Representative, including, but not limited to, any penalties, fines, claims or damages to the extent 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 notification effort, and the cost of any services provided to those whose PHI may have been disclosed.

13. INSURANCE

Entity will maintain insurance policies sufficient to protect against all applicable risks and shall provide evidence of insurance at Jefferson's request. For entities with whom Jefferson does not have a contractual relationship, the following provision applies. During the term of this Agreement, Entity, at its sole cost and expense, shall maintain a policy or policies of commercial general liability insurance at levels sufficient to support its activities and indemnification obligations hereunder. This includes the following insurance coverage: (a) Commercial General Liability Insurance on an occurrence basis including bodily injury, broad form property damage including personal injury and death, with minimum limits of \$5,000,000 single limit per occurrence and \$5,000,000 general aggregate; and (b) Privacy, Technology Security and Web-Media Services Insurance coverage ("Cyber Insurance") related to unauthorized acquisition, access, use physical taking, identity theft, release, distribution or disclosures of personal and corporate information; breaches by third parties and employees, with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate. Entity will make certificates evidencing such insurance available for examination upon request by Jefferson. Each of the above coverages may be carried under one single policy or a combination of a primary and excess/umbrella policies. The limits of any insurance coverage shall not limit Entity's liability under the indemnification provisions of this Agreement. If any insurance is provided to Entity under a "claims made" policy, Site User shall obtain appropriate continuing coverage for claims that arise out of this Agreement and provide to Jefferson evidence of the continued effect of such "claims made" policy for five (5) years after the termination of this Agreement or the purchase of an extended reporting endorsement ("Tail") if the "claims made" policy is terminated at any time up to five (5) years after the termination of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding access to JeffCareLink, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

15. AMENDMENT

This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment, or letter agreement.

16. GOVERNING LAW

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the Commonwealth of Pennsylvania.

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. USE OF NAME OR LOGO

Except in communications internal to the using party which are appropriately undertaken by such party in connection with the subject matter of this Agreement, neither party shall make use of the name, nickname, trademark, logo, service mark, trade dress or other name, term, mark or symbol identifying or associated with the other party without the prior written consent of the other party to the specific use in question.

19. NOTICES

All notices which may be or are required to be given pursuant to this Agreement shall be in writing and shall be personally delivered, mailed by first-class, or certified mail, postage prepaid, and addressed, if to Jefferson to Office of Legal Affairs, Thomas Jefferson University, 1101 Market Street, Suite 2400, Philadelphia PA 19107, and if to Authorized User at the address of Authorized User reflected in Jefferson's records.

20. REFERRALS

Entity confirms the absence of any intention to vary the volume or value of any referrals made to Jefferson in exchange for access to JeffCareLink and has not agreed in writing or otherwise to accept access in exchange for the referral of any patients to, or generation of other business for, Jefferson.

21. THIRD PARTY AGREEMENTS

From time to time, Jefferson may enter agreements with software vendors or health information exchange organizations that require users to agree to an End User License Agreement ("EULA"). Entity understands that Entity must agree to the terms and conditions of any EULA in his or her individual capacity in order to access those services covered by a EULA. Jefferson's Information Services & Technology Department will make available copies of applicable EULAs upon request.

22. DISCLAIMER

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, JEFFERSON DOES NOT WARRANT AND MAKES NO REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EHR ACCESS BEING PROVIDED. JEFFERSON SHALL HAVE NO OBLIGATIONS OF ANY KIND RELATED DIRECTLY OR INDIRECTLY TO ANY FAILURE TO EXERCISE INDEPENDENT JUDGMENT IN MY USE OF JEFFCARELINK, NOR SHALL JEFFERSON UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

23. TERM

This Agreement is effective on the date executed on behalf of Jefferson, as indicated below and shall continue in effect until terminated, as set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY.]

S

JEFFERSON HEALTH CARE LINK AGREEMENT SIGNATURE PAGE

ENTITY INFORMATION

Legal Name of Entity: _____

Printed Name and Title of **Entity's Authorized Representative**: (an individual who has the legal authority to act on behalf of the entity in contractual matters):

Entity Address: _____

Entity's Authorized Representative's Email: _____

Entity Telephone: _____

Entity Description (Select Only One; Most Applicable) – **must be a Covered Entity as defined under HIPAA:**

- ☐ Physician Practice
 - involved in on-going care, not one-time procedures or discrete episodes
 - must be within 25 miles of a Jefferson Health hospital
- ☐ Surgical Practice seeking Case Entry access (provider must be on staff and # of persons granted Case Entry access will be limited to 2 individuals)
- ☐ Health Care Facility/Agency or Other Collaborating Care Provider
 - must be within 25 miles of a Jefferson Health hospital
- ☐ Third-Party Payor/Insurance Plan
- ☐ Vendor/Consultant (including coding service provider, revenue cycle support)

Note: Jefferson may not be able to grant the same electronic access you have elsewhere due to the customization by various organizations and the architecture of our CareLink site.

NPI: Provide National Provider Identifier number for entity, if for unique users supply in Exhibit A below:

Describe the SPECIFIC PURPOSE(S) OR FUNCTION(S) for which JeffCareLink access is being requested (**must be completed**):

- (a) If access is sought related to a service agreement between Jefferson and the Entity, please ensure the relevant documents have been submitted to TPAC@jefferson.edu by your Jefferson contact before submitting this request and provide Jefferson contact name below:

- (b) If no contractual relationship between Jefferson and Entity, in addition to purpose, identify below if you are working with a Jefferson contact:

Entity **PRIVACY OFFICER** (Name and Contact Information including telephone and email address):

Entity **SITE LIAISON** (Name and Contact Information including telephone and email address and may not be the same person listed as Authorized Representative. Please add to Exhibit A as well):

REQUIRED SIGNATURES

IN WITNESS WHEREOF, the duly authorized representatives of Jefferson and Entity have executed this Jefferson Care Link Agreement on the date(s) noted below.

ENTITY NAME: _____

Signature of Entity's Authorized Representative

Date

Printed Name of Entity's Authorized Representative's Signatory

Title of Entity's Authorized Representative's Signatory

THOMAS JEFFERSON UNIVERSITY/JEFFERSON HEALTH
Jefferson Health Authorizing Official

Signature

Date

Printed Name of Signatory

Title of Signatory

EXHIBIT A
AUTHORIZED USER LIST

Below is a list of the names of the Entity employees or Entity Sponsored Parties who are authorized to receive access (Authorized User). The list below should include only those types of users needed to accomplish the Purpose of the request and include the minimum number of users to accomplish the Purpose of the request and meet the minimum necessary standard under HIPAA. Must contain information about the Site Liaison.

First Name	Last Name	User Title/Credentials (Please specify (e.g., "MD/Medical Director" or "CCS/Coding Auditor"); <u>include NPI if applicable</u>)	E-mail (Must use Entity email address; <u>no personal emails permitted; and each email account must be unique and not shared amongst users</u>)	Employer (If not Entity, provide name of Entity Sponsored Party/Employer's name)

EXHIBIT B
ENTITY PRIVACY OFFICER AND SITE LIAISON DUTIES

Entity Privacy Officer and Site Liaison duties are as follows

1. Entity shall provide Jefferson with the name and direct contact information for (a) its Privacy Officer and (b) its Site Liaison, and shall promptly notify Jefferson of any change in such contact information by completing and submitting Exhibit D.
2. Entity shall require the Site Liaison to be responsible for managing the modification and termination of account(s) for all Entity Authorized Users, which include all Entity Sponsored Parties and for fulfilling the following additional duties:
 - a. Assist Jefferson in confirming that a treatment or other permitted relationship exists between Entity and each patient whose records are viewed via JeffCareLink.
 - b. Every ninety (90) days as prompted by Jefferson and promptly following a change in status of an Authorized User including Entity Sponsored Parties (e.g., no longer employed by or under contract with Entity), validate that each Entity Authorized User including Entity Sponsored Parties continues to require access to JeffCareLink and continues to be an employee or Entity Sponsored Party.
 - c. Make certain that all Entity Sponsored Parties needing access enter into a separate agreement with Entity as specified in the Agreement and abide by the Agreement terms including these rules.
 - d. Ensure that all Entity Authorized Users including Entity Sponsored Parties have received privacy and security training from Entity regarding their responsibilities under the Privacy Laws and applicable Entity policies, as well as any training required by Jefferson.
 - e. Assist Jefferson in investigating any potential unauthorized access or disclosure of PHI obtained from JeffCareLink by Entity Authorized Users including Entity Sponsored Parties.
 - f. Where appropriate, coordinate with Jefferson in providing written notification to patients in the event of a data breach involving data obtained from JeffCareLink and Entity Authorized Users including Entity Sponsored Parties.
 - g. The Privacy Officer and/or Site Liaison will coordinate EpicCare Link portal access, perform Authorized User list maintenance, and communicate any required information regarding Unauthorized Access or Release to Jefferson.
 - h. Must verify each User request is a valid employee or agent of Entity before issuing/re-setting password and/or multi-factor authentication.

Exhibit C
USER TERMS AND CONDITIONS

The privacy and security of health and other personal information of Jefferson patients (collectively, “patient information”) is a right protected by law and enforced by fines, criminal penalties as well as policy. Safeguarding such patient information is a fundamental obligation for all persons accessing it.

THOMAS JEFFERSON UNIVERSITY d/b/a Jefferson Health (“Jefferson”) takes the privacy and security of patient information very seriously. Use of Jefferson Health Care Link (“JeffCareLink”) is conditioned on the user’s compliance with all applicable Jefferson User Manual and guidance in FAQs located here <https://www.jeffersonhealth.org/about-us/health-care-link> and with all federal and state law regarding the privacy and security of patient information, such as HIPAA. Subject to your agreement with these Terms and Conditions, you have been approved as an Authorized User of JeffCareLink. Each Authorized User is only allowed to access and use information on JeffCareLink as necessary to fulfill the purposes for which access has been granted.

Any unauthorized access to patient information through JeffCareLink is strictly prohibited. Unauthorized access or use of JeffCareLink may result in termination of the Authorized User’s access to JeffCareLink, responsibility for any federal or state fines and penalties resulting from violating HIPAA or other Privacy Laws as well as potential disciplinary action by the Authorized User’s employer.

EACH AUTHORIZED USER IS REMINDED THAT CERTAIN INFORMATION, INCLUDING ALCOHOL AND DRUG ABUSE, MENTAL HEALTH, HIV/AIDS, OTHER SEXUALLY TRANSMITTED DISEASES, AND GENETIC INFORMATION, IS HIGHLY SENSITIVE AND REQUIRES THE CONSENT OF THE PATIENT PRIOR TO MOST DISCLOSURES.

By clicking “ACCEPT” at the end of these User Terms and Conditions, you are confirming your agreement with the Terms and Conditions described and your understanding of your responsibilities regarding the privacy and security of Jefferson patient information.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

I agree to the following:

1. I agree to protect the privacy and security of patient information that I access through Jefferson’s electronic health records at all times. I understand and agree that I will only access and use JeffCareLink from a device approved by my employer.
2. I agree to (a) access patient information to the minimum extent necessary for my assigned work duties, which may include providing care to or supporting the care provided to Jefferson patients or for other authorized purpose, and (b) disclose such information only to persons authorized to receive it. I may view, access, or otherwise use data and functions only as required for the performance of my work duties and will not attempt to extend my privileges beyond those granted by Jefferson even if it may be technically feasible.
3. I understand that:
 - a. Jefferson tracks and monitors each Authorized User ID that is used to access electronic records. Those IDs enable discovery of inappropriate access to patient records.

- b. Inappropriate access and/or unauthorized release of patient information obtained from JeffCareLink may result in temporary and/or permanent termination of my access to Jefferson electronic records. Some examples of inappropriate access are: (i) viewing a record of any patient for a purpose unrelated to treatment of the patient by the Entity such as personal curiosity or medical research; (ii) viewing records of family members, relatives, neighbors or friends for any reason unrelated to treatment of the patient by the Entity; and (iii) viewing my own health records for any reason.
- c. In addition and without limitation of the foregoing, inappropriate access and/or unauthorized release of patient information obtained from JeffCareLink may result in (i) potential disciplinary action by the Authorized User's employer, and (ii) a report to authorities charged with professional licensing, enforcement of privacy laws or prosecution of criminal acts. If I am a student, I understand these Terms and Conditions apply to me and inappropriate access and/or unauthorized release of patient information obtained from JeffCareLink may result in (i) removal from JeffCareLink, and (ii) may subject me to disciplinary action up to dismissal.
- d. I will be assigned a User ID and, if assigned, a one-time use activation code. I agree to immediately select and enter a new password known only to me. I understand that I may change my password at any time, and will do so based on Jefferson 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 aware that the User ID and password will serve as my signature and agree to hold it in strict confidence. Also, I am aware that I am responsible for any use of the system utilizing my User ID and password, including any data viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will immediately report this information to my Privacy Officer or the Jefferson Privacy Officer by either emailing privacyoffice@jefferson.edu or calling the main toll free number: 1-833-391-2547. I will also immediately change my password. I understand that User IDs cannot be shared under any circumstance. Inappropriate use of my User ID (whether by me or anyone else) is my responsibility and exposes me to severe consequences. I understand that I am prohibited from using and will not use another person's User ID. I understand that I may not share my username and password with BOTs, used to perform routine, automated, repetitive tasks.
- e. I will only transmit patient information electronically to authorized persons in accordance with industry security standards, and any applicable health information exchange agreement. I will only print or copy patient information in furtherance of the treatment, payment, health care operations or other specified purposes for which I have been granted access to JeffCareLink. Any information that I print or copy from JeffCareLink will be secured appropriately, in accordance with applicable regulatory and industry standards. If I print any information from JeffCareLink, prior to disposal, information that contains patient names or enough information to identify a patient must be defaced, shredded or altered in such a way that the positive identification of the patient is not possible. Moreover, I will be responsible for any unauthorized disclosures of patient information that I print or copy from JeffCareLink. If working remotely from home, all of the requirements remain to ensure that when I discard any materials, no one will be able to identify any patients.
- f. I acknowledge that use of and access to JeffCareLink will be monitored and subject to random unannounced audits. I will cooperate with any security audits performed on or

by Jefferson. Jefferson may log, access, review, and otherwise utilize information stored on or passing through the JeffCareLink to manage its systems and enforce security.

- g. I will not use JeffCareLink in public areas, including areas accessible to others in my place of residence, but will use JeffCareLink in a place that provides privacy and protects patient information from unauthorized access by other individuals.
- 4. I understand that patient information includes, but is not limited to, any individually identifiable information that is created by or received from a health care provider regarding a patient's past, present or future physical or mental health or condition; the provision of health care to the individual; or the payment for health care to the individual. This information could include health records, test results, conversations, research records and financial information and is also known as "protected health information" under the HIPAA Privacy Rule. Some examples are: (a) physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples; (b) patient insurance and billing records, including demographic information about the patient or any family member or guarantor; and (c) centralized and/or department based computerized patient data.
- 5. I agree to log off the JeffCareLink application when I leave my workstation unattended in order to prevent unauthorized access to patient information contained in JeffCareLink, including when working from my place of residence.
- 6. If I become aware of any inappropriate use or access and/or unauthorized release of patient information obtained from the JeffCareLink portal, I agree to immediately notify my Privacy Officer or the Jefferson Privacy Officer by either emailing privacyoffice@jefferson.edu or calling the main toll free number: 1-833-391-2547

By clicking "ACCEPT", you are confirming your agreement with the User Terms and Conditions described above and your understanding of your responsibilities regarding the privacy and security of Jefferson patient information.

EXHIBIT D
JEFFERSON HEALTH CARE LINK AGREEMENT
CHANGE IN CONTACT
ENTITY PRIVACY OFFICER AND/OR SITE LIAISON

ENTITY

DATE: _____

Legal Name of Entity: _____

Entity Address: _____

Entity Telephone: _____

Printed Name and Title of Entity's Authorized Representative (an individual who has the legal ability to act on behalf of the entity in contractual matters/may not be the same as the new site liaison)

Entity/Authorized Representative Email: _____

CONTACT INFORMATION

1. **PRIVACY OFFICER**

Entity Privacy Officer (Name and Contact Information including telephone and email address)

2. **SITE LIAISON**

Entity Site Liaison (Name and Contact Information including telephone and email address)

REQUIRED SIGNATURE:

Signature of Entity's Authorized Representative

Submit form to:
Thomas Jefferson University

Attention: _____