

EpicCare Link Organization Agreement

THIS EPICCARE LINK FACILITY AGREEMENT (the "Agreement") is entered into by and between Bryan Health and its Affiliates ("Bryan Health"), and the undersigned, authorized organization ("Organization") (collectively, the "Parties"), as of the Effective Date set forth below.

RECITALS

Bryan Health provides access to EpicCare Link, an Internet-based portal (the "Portal"). The Portal allows Users to securely: view selected portions of patients' protected health information ("PHI"); request medical information from outside medical facilities; send referrals; place orders; schedule tests; and send messages. In its sole discretion, Bryan Health may grant organization-level access to other entities such as: healthcare providers, insurance companies, law firms or research study monitors.

1. **Organization Obligations and Guidelines**

1.1 Authorized and Limited Use.

Organization must designate a Site Administrator who will be responsible for requesting activation and deactivation of individual User IDs. The Site Administrator may only request accounts for individuals who have legitimate reasons to access the electronic medical records of Bryan Health patients, as initially listed in Exhibit A.

(a) The Site Administrator may only request access for individuals who are: (a) the attending, consulting, covering, or primary-care physician of record; (b) an authorized representative of the attending, consulting, covering, or primary-care physician of record; or (c) an otherwise authorized reviewer of the medical record for reasons related to insurance, legal review, or research. Organization is solely responsible for performing background checks and authenticating the identities of individuals designated for Portal access.

(b) Access and use of the Portal is limited to authorized persons to perform patient-care obligations or as otherwise permitted by authorized roles. At least annually, Bryan Health will send audit requests to the Site Administrator to review the Organization's list of authorized Users to confirm their continued need for access to the Portal. The Site Administrator must immediately notify Bryan Health and terminate individuals' access when they no longer have an authorized role at the Organization.

(c) Users may not access the Portal unless they accept the Terms & Conditions of Use for EpicCare Link. It is solely Organization's responsibility to train and educate its Users

regarding the requirements of HIPAA and proper use of the Portal.

1.2 Responsibility for Access Credentials.

The Organization and the Site Administrator are responsible for ensuring Users only access the Portal in association with unique Access Credentials assigned by Bryan Health. Users may not share Access Credentials or log on to the portal with other users' Access Credentials.

(a) The Portal tracks Users' activity associated with their Access Credentials, and Bryan Health may monitor and audit all use of the Portal to confirm compliance with this Agreement and the Terms & Conditions of Use for EpicCare Link. Users may change their passwords at any time, but they may be required to change them at regular intervals based upon Bryan Health's password policy.

(b) If anyone at the Organization believes any Access Credentials have been compromised, the Site Administrator must immediately notify Bryan Health, including any other relevant information to help protect the security of the Portal.

1.3 Confidentiality and Privacy. All medical information contained on the Portal must be held in strict confidence and not accessed or disclosed for any reason except to assist with a patient's medical care or authorized purposes. Unauthorized use or disclosure of medical information may result in civil, criminal, or disciplinary action. Any use of the Portal must comply with all applicable state and federal laws, including HIPAA.

Organization must immediately notify Bryan Health of any suspected or actual unauthorized disclosure of PHI and take actions to mitigate any harm associated with such use or disclosure.

1.4 Portal Connection and Security. Organization is solely responsible for any hardware, software, network access, or other components necessary to access the Portal. Organization agrees to implement all reasonable and appropriate administrative, technical and physical safeguards to the confidentiality, integrity, and availability of PHI.

1.5 Indemnification. Each Party shall indemnify, defend, and hold the other Party harmless from and against all claims, demands, causes of action, debt, or liability, including reasonable attorneys' fees, arising from any claims relating to the use of the Portal or violation of this Agreement. Organization will maintain insurance policies with sufficient coverages and limits to protect against any risks associated with Organization and its Users use of the Portal.

2. Portal Content, Portal Limitations, and Improper Use

2.1 Content Disclaimer. The information available on the Portal is not intended to be nor should be used as a substitute for medical treatment by a healthcare professional. Bryan Health does not guarantee the accuracy, integrity, completeness, or timeliness of any information available on the Portal, including information requested using Epic Care Everywhere. The patient records in the Portal may be incomplete, and other information about Bryan Health's patients could be located at several different physician locations in electronic or paper form. Organization assumes total responsibility and risk for use of information available on the Portal.

2.2 Data Ownership. Bryan Health owns all rights, interests, and title in and to its data and that such rights, interests, and title shall remain vested in Bryan Health at all times. Organization shall not, nor may it permit others to compile or distribute analyses to third parties utilizing any data received from, created, or received on behalf of Bryan Health without express written permission.

2.3 Portal Updates. Bryan Health may make revisions, updates, and improvements to the

Portal at any time and without notice. Bryan Health reserves the right to charge for access to the Portal.

2.4 Non-emergency Use Only. The messaging capabilities of the Portal are intended for convenience and are not designed nor intended for urgent or emergency communication. Bryan Health does not guarantee it will respond to messages sent through the Portal within any specific timeframe.

2.5 Improper Use. Users may not use, download, or print information from the Portal for personal, public, or commercial purposes without the prior, express, and written consent of Bryan Health. Users may not change or delete proprietary notices from any materials downloaded or printed from the Portal. Users may not use the Portal to send any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harmful, pornographic, or profane material, and may not use the Portal in any way that encourages criminal activity, gives rise to civil liability, or violates any law. Organization is responsible for the use of the Portal by its Users.

3. Disclaimers and Limitation of Liability

3.1 Availability. Bryan Health makes no guarantees regarding the availability of the Portal. Bryan Health does not guarantee or warrant against errors, omissions, delays, interruptions, or losses associated with the Portal.

3.2 Warranty Disclaimer. THE PORTAL, ITS CONTENT, AND SITE-RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FACILITY ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF THE PORTAL, ITS CONTENT, SITE-RELATED SERVICES, AND ANY HYPERLINKED SITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BRYAN HEALTH OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY.

3.3 Limitation of Liability. Except for willful acts of negligence, Bryan Health and its affiliates,

suppliers, and other third parties mentioned or linked to on the Portal are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, those resulting from lost profits, lost data, technical problems, or business interruption) arising out of or relating in any way to the Portal, whether based on warranty, contract, tort, or any other legal theory, and whether or not advised of the possibility of such damages. The sole remedy for any breach of this Agreement is to stop using the Portal.

4. Definitions and General Terms

4.1 Definitions.

(a) "Access Credentials" means the User ID assigned by Bryan Health along with the password necessary to access the Portal or any other authentication credentials required by Bryan Health to access the Portal.

(b) "Affiliates" means any corporation, limited liability company, partnership, limited partnership, limited liability partnership, or other entity, now or in the future, which is: (i) in control of, controlled by, or under common control with Bryan Health; or (ii) managed by Bryan Health or any affiliate of Bryan Health pursuant to an agreement, arrangement, or understanding whether oral or written.

(c) "Control" shall be deemed to exist with respect to any entity in which Bryan Health or its affiliates own an equity interest of fifty percent or more.

(d) "HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule.

(e) "Site Administrator" means the individual authorized by Organization to request the activation and deactivation of access credentials and to fulfill other Organization-related responsibilities regarding the Portal.

(f) "User" means an individual receiving Access Credentials at the request of Organization.

4.2 Termination. Bryan Health may terminate any Organization's or User's access to the Portal at any time and for any reason, regardless of the effect of such termination upon thirty (30) days written notice to Organization. If Bryan Health terminates access based on a violation of this Agreement, Bryan Health may, at its sole discretion, notify Organization or User of such termination with a brief explanation.

4.3 Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

4.4 Governing Law and Venue. The laws of the State of Nebraska, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise under it. Organization may not commence or prosecute any action in connection therewith other than in the state and federal courts of Nebraska. Both parties hereby consent to and waive all defenses of lack of personal jurisdiction and *forum non conveniens* with respect to venue and jurisdiction in the state and federal courts of Nebraska.

4.5 No 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.

4.6 Term. This Agreement is effective as of the date set forth below and has an initial term of one year. This Agreement will automatically renew for successive one-year terms unless terminated by either party upon thirty (30) days' written notice.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their name and on their behalf.

Effective Date: March 9, 2018

Organization:

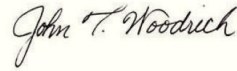
Lancaster County Mental Health Crisis Center

Organization:

Bryan Health

Signature: _____

Signature:

A handwritten signature in black ink, reading "John T. Woodrich", is displayed on a light yellow rectangular background.

Printed Name: _____

Printed Name: *John Woodrich*

Title: _____

Title: *COO & President, Bryan Medical Center*

Date Signed: _____

Date Signed: *March 9, 2018*

Exhibit A
EpicCare Link Participants

Instructions: Complete the fields below by printing or typing the information requested. If additional rows are needed, please add them to the spreadsheet. For more information about the access each group is granted, reference the End User Access Grid on the last page.

Name of Practice Manager/Administrator: Scott Etherton
Title: Director
Phone: 402.441.6329
e-mail: setherton@lancaster.ne.gov
Organization Name: Mental Health Crisis Center of Lancaster County
Street Address: 825 J st
City, State Zip: Lincoln, ne 68508

List the **Site Administrator** for whom the Organization requests EpicCare Link Site Administrator access.

First Name	MI	Last Name	e-mail	Work Phone	Credentials (Title)	SSN (last 4 digits)	DOB
Anita	K	Leonard	aleonard@lancaster.ne.gov	402.441.6610	RN/ Nursing Super	1358	5/12/1964

☐ Place a check mark here if the Site Administrator **does not** need access to patient medical records.

List Providers (i.e. MD, DO, DPM, DDS, APRN, PA, CNM) who are not credentialed at Bryan Medical Center or Crete Area Medical Center for whom the Organization requests EpicCare Link access.

[illegible]

List the **Post Discharge Care Clinician** (i.e. receive requests to accept patients being discharged from an inpatient stay) for whom the Organization requests EpicCare Link access.

[illegible]

List Clinical Support Staff (i.e. RN, LPN, MA) for whom the Organization requests EpicCare Link access.

First Name	MI	Last Name	e-mail	Work Phone	Credentials (Title)	SSN (last 4 digits)	DOB
Marc	R	Johnson		402-441-1659	RN	6032	10/30/1985
Janice	E	Maginn		402-441-1660	RN	1647	11/20/1958
Kristi	K	Kasson		402-441-1661	RN	9605	6/21/1973
Renee	S	Ziegler		402-441-1662	RN	7006	12/31/1971

List the **Front Desk/Billing Staff** (i.e. front desk, schedulers, billers, coders, medical records) for whom the Organization requests EpicCare Link access

[illegible]

List Requestor (i.e. release of information requester, law firm, insurance payer) for whom the Organization requests EpicCare Link access.

[illegible]

End User Access Grid	Site Admin w/o Clinical	Site Admin w/ Clinical	Provider	Post Discharge Care Clinician	Clinical Support	Front Desk / Billing	Requester
Create New User Requests	✓	✓					
User Deactivation	✓	✓					
Change Other's Passwords	✓	✓					
Site Verification	✓	✓					
Allergies		✓	✓	✓	✓	✓	
Benefits	✓	✓	✓	✓	✓	✓	
Chart Review		✓	✓	✓	✓	✓	
Demographics	✓	✓	✓	✓	✓	✓	
Display Hospital Chart Tab		✓	✓	✓	✓	✓	
Document Upload		✓	✓	✓	✓	✓	
Documents on File (View)		✓	✓	✓	✓	✓	
Eligibility	✓	✓	✓	✓	✓	✓	
Event Dashboard	✓	✓	✓	✓	✓		
Face Sheet	✓	✓	✓	✓	✓	✓	
First Access Create Patient		✓	✓	✓	✓	✓	
First Access Lookup		✓	✓	✓	✓	✓	
Flowsheets		✓	✓	✓	✓	✓	
Growth Charts		✓	✓	✓	✓	✓	
Histories		✓	✓	✓	✓	✓	
In Basket Messages	✓	✓	✓	✓	✓	✓	✓
In Patient Summary Reports		✓	✓	✓	✓	✓	
Medications		✓	✓	✓	✓	✓	
My Reports	✓	✓	✓		✓		
Order Entry (w/o cosign)			✓	✓			
Order Entry (with cosign)		✓			✓		
Order Review		✓	✓		✓	✓	
Patient List	✓	✓	✓	✓	✓	✓	
Problem List		✓	✓	✓	✓	✓	
Referral Attachments		✓	✓	✓	✓	✓	
Referral Entry		✓	✓		✓		
Referral Review		✓	✓	✓	✓	✓	
Release of Info (View)		✓	✓	✓	✓	✓	✓
Results Review		✓	✓	✓	✓	✓	
Schedule		✓	✓	✓	✓	✓	
SnapShot		✓	✓	✓	✓		
Surgeon Daily Schedule		✓	✓		✓	✓	