

UNC HEALTH EMR SYSTEM ACCESS AGREEMENT

This EMR System Access Agreement (“Agreement”) is made and entered into as of _____ (the “Effective Date”) written above by and between University of North Carolina Health Care System (“UNCHCS” or “UNC Health”), and _____ (“CLIENT” or “Client”):

1. Definitions. As used in this Agreement, the following capitalized terms shall have the following meanings:

- 1.1 “*Client Equipment*” means all hardware, software (other than the EMR System), printers, peripherals, network connectivity, and other client-side components required for remote access to and use of the EMR System, as may be updated from time to time by Epic and/or UNCHCS. The Client Equipment required as of the Effective Date is described in Exhibit A, Section V.
- 1.2 “*EMR System*” means the Epic electronic health records software licensed by Epic to UNCHCS and its affiliated entities and made available for remote access and use by CLIENT under this Agreement, as set forth in more detail in Exhibit A, Section II.
- 1.3 “*Epic*” means Epic Systems Corp., a Wisconsin corporation, or any successor thereto.
- 1.4 “*Services*” means any implementation, training, technical support, maintenance and other services provided by or through UNCHCS to or for the benefit of CLIENT in connection with the EMR System and this Agreement, including any attachments hereto.

2. Background. UNCHCS is a not-for-profit integrated health care system owned by the State of North Carolina and based in Chapel Hill, North Carolina, which provides state-of-the-art patient care through its affiliated physician enterprise and hospitals and improves the health and well-being of its community. In order to better meet its mission, UNCHCS has invested in an electronic medical record system and certain related components as further described on Exhibit A (the “EMR System”). CLIENT and UNCHCS recognize the enormous benefit to patients when medical providers have access to the EMR System when caring for patients. In order to realize this benefit for its patients, CLIENT desires to obtain the right to access and use the EMR System, and, in order to better serve the health needs of its community, UNCHCS desires to provide such access, subject to the terms and conditions of this Agreement.

3. Provision of EMR System.

- 3.1 Implementation. As soon as practicable following the Effective Date, UNCHCS shall provide the services necessary to implement CLIENT's access to the EMR System, in accordance with this Agreement and any attachments hereto.

- 3.2 Training. UNCHCS shall provide to CLIENT training at UNCHCS's facilities for Authorized Users regarding use of the EMR System at mutually agreed upon times and dates in accordance with a written training plan (the "Training Services").
- 3.3 Grant of Access to EMR System. Subject to the terms and conditions of this Agreement, UNCHCS hereby grants to CLIENT a non-exclusive, non-transferable, non-sublicensable license to remotely access and use the EMR System, solely for storing, processing and displaying medical records and other information, images and content related to the provision of healthcare to patients of CLIENT, in accordance with the Epic user documentation, and in compliance with all applicable laws and regulations, including, without limitation, requirements set forth in rules and regulations promulgated under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended (collectively, "HIPAA"), and further subject to the 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 ("HITECH") as well as any other federal, state or local laws, rules and regulations protecting the confidentiality, privacy and security of Patient Records, protected health information (PHI) and other confidential, proprietary, sensitive or personal information (regardless of form or format, and whether or not obtained hereunder) (collectively, "Applicable Law"), the terms and conditions set forth in this Agreement, and UNCHCS' duties and obligations to its Patients. For purposes of this Agreement, "treatment" and "payment" shall have the same definitions as those in HIPAA and HITECH (*see* 45 CFR 164.501). Access to and use of the EMR System under the foregoing license is strictly limited to the medical providers (each a "Medical Provider") set forth in Exhibit A, their office administrators, secretaries and nurses, and other personnel authorized by CLIENT to provide technical and administrative support to CLIENT (collectively "Authorized Users"). CLIENT shall only request access to the EMR System for a Medical Provider who (1) is duly licensed to practice medicine or their particular allied health profession, or has received such other license or certification as required by applicable law to provide any other applicable category of health services in the State of North Carolina; and (2) has been credentialed by CLIENT in accordance with CLIENT's policies and applicable law.
- 3.4 Maintenance. UNCHCS shall provide the following maintenance and support services (the "Maintenance and Support Services"):
- a. *Technical Support*. UNCHCS shall make available to CLIENT UNCHCS's technical support staff via UNC's Service Desk or use of UNC's issue management solution ("Technical Support") for the purpose of answering questions and assisting in resolving problems regarding the use of the EMR System, as further described in Exhibit A attached hereto, all subject to and in accordance with UNCHCS's standard practices and procedures for such technical support. Any issues with the EMR System

that cannot be resolved by UNCHCS's EMR support staff shall be escalated by UNCHCS to Epic. UNCHCS shall use commercially reasonable efforts to coordinate an appropriate resolution of such support issues with Epic. Notwithstanding the foregoing, CLIENT acknowledges that UNCHCS is not the vendor of the EMR System, and shall have no direct responsibility or liability for the correction of bugs, errors, or other problems with the EMR System, or for any unavailability of the EMR System caused by such problems.

- b. System Availability.* UNCHCS commits to maintain availability of the EMR System for remote access and use by CLIENT on substantially the same basis that UNCHCS makes the EMR System available to its internal users. CLIENT acknowledges that from time to time, the EMR System may be unavailable due to scheduled down time necessary to maintain effective operation of the EMR System, and emergency downtime required to correct problems or install emergency updates. Furthermore UNCHCS does not control and shall have no responsibility or liability for unavailability of the EMR System arising out of or resulting in whole or in part from a failure of CLIENT's systems, network or facilities, any misuse or unauthorized modification of the EMR System or Client Equipment by CLIENT, its personnel, or a third party, disruptions to telecommunications systems or the Internet generally, force majeure events, or other events or conditions outside of UNCHCS's reasonable control.
- c. System Updates.* During the term of the Agreement, UNCHCS shall require for remote access and use by CLIENT certain software updates and new versions of the EMR System that Epic releases and UNCHCS chooses to deploy for the EMR System ("System Updates"). System Updates released by Epic to UNCHCS as part of Epic's standard maintenance and support plan shall be made available to CLIENT in consideration of CLIENT's payment of the annual maintenance fee, at no additional charge. System Updates released by Epic outside of its standard maintenance and support plan, such as new modules and add-ons, may not be available to CLIENT without the payment of additional license, maintenance and support fees, to the extent Epic requires payment from UNCHCS in connection with such items. UNCHCS shall retain ultimate discretion and control over determining which System Updates will be deployed for the EMR System and the schedule for implementation of such System Updates. All System Updates deployed by UNCHCS will be considered part of the EMR System, under and subject to the license and other provisions of this Agreement, together with any additional license terms and restrictions that may be imposed by Epic for such System Updates. CLIENT acknowledges and agrees that certain System Updates will require additional training at UNCHCS's facilities for Authorized Users regarding the use of the EMR System, such training to be provided in accordance with UNCHCS's written training plan.

- 3.5 Changes to EMR System. UNCHCS may, from time to time, change, update and/or enhance the components and functionality of the EMR System. UNCHCS shall, in accordance with its existing policy, timelines and methods for notifying internal users, notify CLIENT of such changes if such changes will materially impact CLIENT's use of the EMR System. In the event that any such changes materially and adversely impact CLIENT's use of the EMR System, and if UNCHCS cannot reasonably mitigate the impact, then CLIENT may terminate this Agreement upon written notice given within ninety (90) days following implementation of the change.
- 3.6 Technology Refresh. CLIENT acknowledges that effective use of the EMR System will require keeping pace with Client Equipment technology changes. From time to time during the term of the Agreement, Epic and/or UNCHCS may announce modified and/or additional technology infrastructure requirements arising out of, among other factors, System Updates to the EMR System, necessary or desirable standardization of technology across the EMR System user base, or the replacement of outdated, under-performing or unsupported hardware, software or other equipment. UNCHCS shall use commercially reasonable efforts to keep CLIENT abreast of such changes. CLIENT acknowledges that UNCHCS does not have any control over the timing or scope of any Client Equipment changes that may be dictated by Epic or any other third party supplier. CLIENT shall be responsible for promptly procuring and installing (or arranging for UNCHCS to install on its behalf) all Client Equipment (including procuring maintenance and support plans, where applicable) required to meet such announced requirements, at CLIENT's sole expense. In the event UNCHCS purchases any Client Equipment on CLIENT's behalf, CLIENT shall promptly reimburse UNCHCS for such costs.
- 3.7 License Restrictions. CLIENT shall not, nor shall it authorize or enable any other person or entity to: (a) reproduce, distribute, publicly display, sublicense, lease, rent, loan, transfer, or otherwise make available the EMR System to any third party; (b) modify, adapt, alter, translate, or create derivative works of the EMR System; (c) merge the EMR System with any other software; (d) use the EMR System for the benefit of a third party, whether in or as part of a service bureau, timesharing or other capacity; (e) use the EMR System in violation of any import, export, re-export or other applicable laws or regulations; (f) attempt to deactivate, bypass, or otherwise circumvent the license keys, access controls, or other security measures for the EMR System; (g) attempt to gain unauthorized access to any data, functionality, or systems of UNCHCS or any other user of the EMR System; (h) attempt to use automated systems (such as test tools, screen capture technology, scripted browsers, or other programmatic methods) not approved by UNCHCS and Epic for use in conjunction with the EMR System; (i) remove or obscure any copyright or other proprietary rights, notices, trademarks, logos or trade designations for the EMR System, or on any user screens or documentation therefor; (j) disseminate viruses, Trojan horses, spyware, adware, or other malicious code through the EMR System; (k) disclose the results of any benchmarking or other performance testing of the EMR System, except as required to meet its

obligations under this Agreement; or (l) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the EMR System.

- 3.8 Reservation of Rights. Except for the express rights granted to CLIENT under this Agreement, all rights, title and interest in and to the EMR System, the documentation and any other information and materials provided to CLIENT by UNCHCS in connection with this Agreement, including all intellectual property rights therein, shall at all times remain solely with UNCHCS and its suppliers. No rights or licenses, express or implied, are granted to CLIENT, other than the express license rights set forth in this Agreement or granted to CLIENT by the applicable supplier. The rights and licenses granted by UNCHCS and its suppliers do not include a license to any patents or patent rights that may be held by a third party.

4. Client Obligations.

- 4.1 Client Equipment. CLIENT acknowledges and agrees that the Client Equipment on Exhibit A are necessary in order for CLIENT to access and use the EMR System and must be obtained separately by Client. Client agrees that the Client Equipment are not the subject of this Agreement, and UNCHCS shall not be responsible for the procurement, installation or maintenance of the Client Equipment, and makes no representations or warranties regarding the Client Equipment whatsoever. Any fees for the Client Equipment shall be borne by CLIENT and paid directly to the vendors of the Client Equipment. CLIENT shall notify UNCHCS in writing at least two weeks prior to any change to or addition of any hardware, equipment or other components to allow UNCHCS to make necessary modifications to the EMR System. CLIENT shall notify UNCHCS in writing six months prior to any new clinic openings and/or clinic location move activities that will impact IT networking and/or hardware.
- 4.2 Staffing Resources; Testing and Functionality. In addition to the responsibilities specifically identified elsewhere in this Agreement, CLIENT is responsible for: (i) appointing a qualified project leader to manage CLIENT's responsibilities and coordinate with UNCHCS regarding the implementation and other activities under this Agreement; (ii) appointing and procuring training for at least one employee to serve as CLIENT's "Super User" in fielding day-to-day questions and issues encountered by CLIENT's end users; (iii) maintaining internal business continuity and disaster recovery procedures, consistent with EMR System business continuity functionality, in the event of unavailability of the EMR System for any reason; (iv) testing and validating the EMR System for use in CLIENT's business, including compatibility with CLIENT's culture, policies, procedures and operations; (v) performing any necessary hardware or infrastructure configuration; and (vi) assigning a project team and point-of-contact for each application area within the EMR System.
- 4.3 Authorized Users. In order to remotely access and use the EMR System, CLIENT must set up and manage user accounts for each of its Authorized Users in accordance with UNCHCS's standard policies and procedures. As part of its initial

access request hereunder, CLIENT will provide UNCHCS with the name and contact information of CLIENT's Privacy Officer and/or Administrator ("Administrator") and notify UNCHCS of any change in such contact(s). The Administrator will coordinate the Authorized Users' access to the EMR System hereunder, if granted, with UNCHCS Registration. The Administrator is responsible for managing the initiation, changes and termination of any Authorized User accounts created for such access if granted. Each account may be used only by the individual authorized by CLIENT. CLIENT is solely responsible for the selection of its Authorized Users, all use of user IDs and passwords assigned to or chosen by Authorized Users, the implementation and maintenance of security relating to access to the EMR System through CLIENT's facility, and all activities occurring under its user accounts. CLIENT shall ensure that such Authorized Users (i) keep any and all usernames, passwords and account information confidential, private and secure, (ii) use only the usernames, passwords and account information assigned to them and (iii) not share usernames, passwords and account information with any other person or entity including, without limitation, any other CLIENT personnel. CLIENT shall notify UNCHCS immediately in the event of any known or suspected misuse of any usernames, passwords and account information. UNCHCS reserves the right to temporarily suspend access to the EMR System and/or any user account, but only if such suspension is necessary to protect the security and integrity of the EMR System. In connection with any such suspension of access, UNCHCS shall make reasonable efforts to contact CLIENT's designated representative by email or telephone and await CLIENT's response for at least thirty (30) minutes before suspending access, where feasible and appropriate.

- 4.4 Compliance with Laws. CLIENT is responsible for all use of the EMR System by its Authorized Users. CLIENT represents and warrants that it shall comply with: (a) all reasonable remote access and network security requirements communicated by UNCHCS from time to time; and (b) all license and other terms imposed by Epic under the Epic License and Support Agreement between Epic and UNCHCS; and (c) all applicable federal, state or local laws and regulations and rules of professional conduct. CLIENT shall not use or enable its Authorized Users to use the EMR System (i) in violation of any applicable export laws and regulations; (ii) in violation of any applicable federal, state or local laws or regulations, including without limitation any laws governing access to the EMR System or governing CLIENT's use of patient medical records and other information and materials uploaded to the EMR System by Authorized Users; or (iii) in ways that interfere with other users of the EMR System or other networks.
- 4.5 Restrictions. CLIENT shall not, nor shall it authorize or enable any other person or entity to: (a) reproduce, distribute, publicly display, sublicense, lease, rent, loan, transfer, or otherwise make available the EMR System to any third party; (b) modify, adapt, alter, translate, or create derivative works of the EMR System; (c) merge the EMR System with any other software; (d) use the EMR System for the benefit of a third party, whether in or as part of a service bureau, timesharing or other capacity; (e) use the EMR System in violation of any import, export, re-export or other applicable laws or regulations; (f) attempt to deactivate, bypass, or

otherwise circumvent the license keys, access controls, or other security measures for the EMR System; (g) attempt to gain unauthorized access to any data, functionality, or systems of UNCHCS or any other user of the EMR System; (h) attempt to use automated systems (such as test tools, screen capture technology, scripted browsers, or other programmatic methods) not approved by UNCHCS and Epic for use in conjunction with the EMR System; (i) remove or obscure any copyright or other proprietary rights, notices, trademarks, logos or trade designations for the EMR System, or on any user screens or documentation therefor; (j) disseminate viruses, Trojan horses, spyware, adware, or other malicious code through the EMR System; (k) disclose the results of any benchmarking or other performance testing of the EMR System, except as required to meet its obligations under this Agreement; or (l) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the EMR System.

- 4.6 Controlled Substances and E-Prescribing. Client acknowledges and agrees that under 21 C.F.R. Part 1311 (the “DEA Regulations”), practitioners who e-prescribe controlled substances must be identity proofed. Client further acknowledges and agrees that UNCHCS is not obligated to provide any identity proofing services under this Agreement. Client agrees that if it wishes for its practitioners to e-prescribe controlled substances through the EMR System, Client will engage, at its sole cost, the services of a third party company to perform the identity proofing, and that such third party company and the identity proofing services it provides will meet the requirements of the DEA Regulations. Client acknowledges and agrees that it accepts full responsibility for ensuring that its Authorized Users are properly identity proofed and that UNCHCS makes no representations or guarantees regarding the ability of Client’s Authorized Users to e-prescribe controlled substances.

5. Ownership.

- 5.1 EMR System. Except for the express rights granted to CLIENT under this Agreement, all right, title and interest to the EMR System, the software applications used to provide the EMR System, the documentation and any other information, software or materials provided to CLIENT by UNCHCS under this Agreement, including all intellectual property rights therein, shall at all times remain solely with UNCHCS and/or its licensors and vendors. CLIENT shall reproduce all copyright and trademark notices appearing on all copies of the documentation.
- 5.2 Third-Party Products and Services. CLIENT acknowledges that the effective use of the EMR System may require UNCHCS to enter into licensing agreements, contracts, and/or other arrangements for license or use of software, products, and/or services supplied by a third party (collectively, the “**Third Party Products**”). Accordingly, CLIENT authorizes UNCHCS, on CLIENT's behalf, to contract or arrange for provision of or access to such Third Party Products as UNCHCS reasonably deems necessary for effective use of the EMR System, and CLIENT agrees to comply with all applicable terms of the licensing agreements or contracts for such Third Party Products.

6. Payment, Pricing.

- 6.1 Fees. CLIENT shall pay to UNCHCS the fees and expenses set forth in Exhibit A. Neither the fees charged to CLIENT under this Agreement nor CLIENT's eligibility to enter into this Agreement were determined in a manner that takes into account the volume or value of referrals or other business generated between the parties. Except as otherwise set forth in Exhibit A, all invoices shall be due upon receipt.
- 6.2 Late Payments. All payments not made within thirty (30) days after they become due shall be subject to late charges of the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In addition to any other remedies that may be available, UNCHCS may suspend access to the EMR System in the event that payment remains outstanding for more than fifteen (15) days after written notification to the CLIENT.
- 6.3 Fee Increases. UNCHCS reserves the right to increase the pricing under this Agreement on the terms set forth herein and in the Exhibits attached hereto to reflect any additional fees and charges imposed by Epic or any original equipment manufacturer in connection with CLIENT's access to and use of the EMR System or the Client Equipment and/or to reflect any increased costs borne by UNCHCS in connection with the provision of the Services.

7. Term; Termination.

- 7.1 Initial Term; Renewal. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years (the "**Initial Term**"), unless sooner terminated in accordance with the provisions hereof. At the conclusion of the Initial Term, this Agreement will automatically renew for additional and consecutive renewal terms of one (1) year (each a "**Renewal Term**"), on the terms set forth herein, unless terminated pursuant to Sections 7.2 or 7.3 below. The Initial Term and any and all Renewal Terms are referred to collectively herein as the "term" of this Agreement.
- 7.2 Termination by Either Party. Either party may terminate this Agreement:
- (a) in the event the other party commits a material breach of this Agreement and such breach continues for a period of thirty (30) days following written notice of such breach;
 - (b) immediately if the other party makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy; or

(c) either party advises the other party of its desire to terminate by providing notice in writing to the other party at least one hundred and eighty (180) days prior to the date of termination.

7.3 Termination by UNCHCS.

(a) UNCHCS may terminate the access granted to any component of the EMR System in the event that any license or other agreement under which UNCHCS acquires rights to such component expires or terminates, in which event UNCHCS shall refund to CLIENT any prepaid fees attributable to such component for the terminated portion of the Service Period in which such termination occurs.

(b) UNCHCS may terminate this Agreement for cause upon written notice to CLIENT if CLIENT fails to pay any amount owed under this Agreement when due, and fails to cure such breach within sixty (60) days after receipt of a notice of delinquency and demand for payment from UNCHCS.

7.4 Transition and Wind-Down. Upon the expiration or termination of this Agreement for any reason, the parties shall cooperate in good faith to wind-down CLIENT's use of the EMR System and transition CLIENT to another EMR solution of its choosing (or if permitted by Epic, directly to Epic). Except as stated in **Section 7.5** below, CLIENT shall bear all costs of selecting, procuring and transitioning to such alternative EMR solution. In connection with such wind-down, CLIENT shall use its best efforts to identify, select and procure an alternative EMR solution and shall transfer to such solution on or prior to the date of expiration or termination of this Agreement. Upon CLIENT's request, provided that CLIENT remains current with its payment obligations, and except where this Agreement is terminated by UNCHCS pursuant to **Section 7.2(a)**, or **Section 7.3**, UNCHCS agrees to extend CLIENT's right to access and use the EMR System under this Agreement on a month-to-month chargeable basis, for up to six (6) months, and to provide the Services in connection therewith, all at the pricing and on the terms set forth herein, while CLIENT procures and implements its alternative EMR solution. Any such extension shall not be deemed a renewal of this Agreement, or relieve CLIENT for any payment obligations or other liabilities incurred during the term hereof.

7.5 Return of Data. Upon the expiration or termination of this Agreement for any reason, the parties shall cooperate in good faith to transfer any patient records and similar data of CLIENT stored on the EMR System to CLIENT. In connection with such data transfer, UNCHCS shall: (i) work with CLIENT to provide CLIENT with a tape(s) or disk(s) with files containing a copy of CLIENT patient demographic data, a listing of all open accounts and a listing of all future scheduled patient appointments within thirty (30) days after CLIENT's written request; and (ii) explore options for providing patient-specific EMR data to assist with CLIENT transition to another EMR solution. UNCHCS does not guarantee that the data extracted from the EMR System will be compatible with or suitable for use in CLIENT's alternative EMR solution, and shall have no obligation to reformat or restructure such data in a manner that exceeds the standard data export capabilities

and options provided in the EMR System. Any resources dedicated by UNCHCS and/or Epic personnel to data transfer, migration and conversion beyond that specified in subpart (i) of this Section 7.5 will be billed to and payable by CLIENT, at UNCHCS's and Epic's then-current rates.

- 7.6 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, subject to the transition and wind-down (if any) under **Section 7.4** above: (a) UNCHCS shall cease providing the Services; (b) CLIENT's right and license to access and use the EMR System shall automatically terminate; (c) CLIENT shall discontinue use of the EMR System, promptly (within no later than 5 calendar days) uninstall and remove any remnants of the EMR System and documentation from its computers, network and systems, and destroy (or return to UNCHCS) all tangible copies of the EMR System and documentation in its possession; (d) CLIENT shall pay all amounts due and owing to UNCHCS through the date of expiration or termination; and (e) each party shall perform and abide by its surviving obligations under this Agreement. Unless otherwise expressly agreed to in writing by the parties, the expiration or termination of this Agreement shall not relieve either party of its obligations and liabilities incurred prior to such expiration or termination, including without limitation CLIENT's obligation to pay amounts due and owing for the EMR System and the Services.
- 7.7 Survival. Termination shall not affect obligations that accrued prior to the effective date of termination. The obligations of the parties under Sections 4, 6, 7, 8, 9, 10, 11, 12 and 14, and any other provisions of this Agreement which by their terms or nature are intended to survive, shall survive any expiration or termination of this Agreement.

8. Warranties.

- 8.1 By UNCHCS. UNCHCS represents and warrants to CLIENT that: (i) UNCHCS has the full right, power and authority to enter into this Agreement, and (ii) to UNCHCS's knowledge, the services provided to CLIENT under this agreement are not technically or functionally equivalent to items and services that CLIENT already possesses or has obtained.
- 8.2 By Client. CLIENT represents and warrants to UNCHCS that: (i) CLIENT has the full right, power and authority to enter into this Agreement; and (ii) the Client Data will not infringe or violate the rights of any third party including, but not limited to, intellectual property rights; will not be abusive; will not be defamatory or obscene; and will not violate any applicable law and (iii) CLIENT has not made and will not make the provision of the services provided to it under this agreement a condition of continuing to utilize the health facilities and services offered by UNCHCS and (iv) the services provided to CLIENT under this agreement are not technically or functionally equivalent to items and services that CLIENT already possesses or has obtained.

8.3 DISCLAIMER. THE WARRANTIES STATED IN THIS SECTION 8 ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. UNCHCS DOES NOT WARRANT THAT CLIENT'S USE OF THE EMR SYSTEM SHALL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON UNCHCS AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

9. Disclaimer and Limitation of Liability.

9.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNCHCS'S ENTIRE LIABILITY TO CLIENT FOR DAMAGES UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO UNCHCS UNDER THIS AGREEMENT.

10. Indemnification.

10.1 Indemnification by Client. CLIENT shall indemnify, defend and hold UNCHCS harmless from and against any and all losses, liabilities, claims, costs, expenses and damages, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with third-party claims arising from use of the EMR System and/or the Third Party Products by Authorized and Unauthorized Users, except to the extent that such claims arise from breach of this Agreement by UNCHCS.

10.2 Procedure. Indemnification by CLIENT is conditioned upon the following: (i) UNCHCS promptly notifies Client in writing of any claim; (ii) CLIENT has control of the defense and all related settlement negotiations; and (iii) UNCHCS cooperates in the defense and furnishes CLIENT with all related evidence in its control. CLIENT shall not settle any claim without the written consent of UNCHCS, which shall not be unreasonably withheld or delayed.

11. HIPAA Compliance

11.1 The parties to this Agreement shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Standards (45 C.F.R. Parts 160 and 164) and the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) (collectively, the "Standards") promulgated or to be promulgated by the Secretary of Health and Human Services on and after the applicable effective dates specified in the

Standards. All medical information and data concerning specific patients, including but not limited to the identity of the patients, derived from the business relationship set forth in this Agreement shall be treated and maintained in a confidential manner by all parties to this Agreement and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto as Exhibit C (the “Business Associate Agreement”).

12. Confidentiality.

- 12.1 Confidentiality. Except as otherwise provided in the Business Associate Agreement, each party shall retain in confidence and shall not, without the prior written consent of the other party (the “Disclosing Party”), disclose in any manner or use, except in performance of its obligations or enjoyment of its rights under this Agreement, any information disclosed to a party (the “Receiving Party”) by the Disclosing Party and either marked at the time of disclosure as being confidential or identified in writing by the Disclosing Party within thirty (30) days of disclosure to the Receiving Party as being confidential (“Confidential Information”). The EMR System and the corresponding documentation shall be deemed Confidential Information of UNCHCS, regardless of how marked or identified. This Section shall impose no obligation upon the Receiving Party with respect to any information that: (i) is publicly available at the time received by Receiving Party; (ii) becomes publicly available other than by breach of the Receiving Party's obligations hereunder; (iii) is known to the Receiving Party prior to receipt from the Disclosing Party; (iv) is received by Receiving Party from a third party if such third party has the right to make such disclosure; (v) is independently developed by the Receiving Party without use of Confidential Information; or (vi) is required to be disclosed by law, including but not limited to the North Carolina Public Records Act.
- 12.2 Proprietary Financial Data. Without CLIENT's express consent, UNCHCS shall not access any of CLIENT's proprietary financial information that may be present within the EMR System database by virtue of CLIENT's implementation of the EMR System. UNCHCS shall implement reasonable protections within the EMR System to prevent such access. Nothing herein shall restrict UNCHCS from accessing patient health information that will be available to users of the EMR System, subject to the terms and conditions in the Business Associate Agreement.

13. Promotion.

- 13.1 Product Reference. CLIENT agrees to act in the capacity of a reference to discuss the EMR System with potential UNCHCS clients and business partners.
- 13.2 Press Release. CLIENT agrees to allow the use of its name and a description of its use of the EMR System to be used in UNCHCS press releases, including one (1) press release within thirty (30) days following the Effective Date. CLIENT will have the right to review and approve any press release before publication, and such approval will not be unreasonably withheld or delayed.

- 13.3 Client Lists. CLIENT agrees to allow the use of its name in a list of clients on the UNCHCS Web site and in other UNCHCS marketing materials.

14. General.

- 14.1 Independent Contractors. The relationship between the parties shall be that of independent contractors. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture or other relationship. Neither party shall have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of the other party.
- 14.2 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including any exhibits or appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. This agreement covers all of the electronic health records items and services to be furnished by UNCHCS to CLIENT. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit or appendices hereto, the terms contained in the body of this Agreement shall control, except that with respect to any conflict between the terms of this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall control. This Agreement may be modified only by a written agreement dated subsequent to the Effective Date and signed on behalf of the parties by their respective duly authorized representatives.
- 14.3 Compliance with Law/Severability. In the event that a party becomes aware in the future that this arrangement does not comport with the requirements of the federal Stark law or the federal anti-kickback laws or other applicable law, that party shall promptly inform the other party of this occurrence and both parties shall meet promptly and endeavor in good faith to take such action as is legally warranted to restore this Agreement to compliance with the law. If the parties are unable to agree within fifteen (15) days (or such lesser time if required by law) to such amendment(s) to this Agreement as will render the offending provision(s) of this Agreement compliant with law, or if a court of competent jurisdiction or other appropriate legal agency or authority determines that any provision of this Agreement is invalid, illegal or unenforceable, that provision(s) of the Agreement shall be deemed stricken from the Agreement and the remainder of the Agreement shall remain in full force and effect.
- 14.4 Audit and Inspection. CLIENT understands and agrees that compliance with this Agreement may be audited by UNCHCS at any time. If requested, CLIENT agrees to promptly and fully cooperate, and to cause its parent(s), affiliates and subsidiaries and its and their Authorized Users, physicians or other healthcare providers, owners, directors, officers, other employees, agents and contractors to so cooperate, in any such audit.

- 14.5 Limitation on Actions. Any cause of action by CLIENT against UNCHCS with respect to this Agreement must be commenced within one (1) year after the accrual thereof or it shall be barred.
- 14.6 No Waiver. No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof or thereof, and no waiver shall be effective unless made in writing and signed by the duly authorized representative of the party to be charged.
- 14.7 Notices. All notices that UNCHCS or CLIENT may give to the other pursuant to this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, (i) if to CLIENT, to the CLIENT Contact set forth in Exhibit A, (ii) if to UNCHCS, to the address set forth on the signature page or (iii) to such other address as the receiving party shall designate by written notice given in accordance with this Section.
- 14.8 Assignment; Subcontractors. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided, however, that either party shall have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale or transfer of substantially all of its assets. Any assignment which is not in accordance with this Section will be void. Notwithstanding anything herein to the contrary, UNCHCS may subcontract with other parties for the provision of the EMR System, subject to the terms and conditions of the Business Associate Agreement.
- 14.9 Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
- 14.10 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, or any other cause (whether or not similar to any of the foregoing) beyond the reasonable control of such party (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure event for so long as the Force Majeure event continues and such party continues to sue commercially reasonable efforts to recommence performance.
- 14.11 Governing Law and Forum. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of North Carolina, without regard to the conflict of law provisions thereof. Any dispute arising hereunder which cannot be informally resolved shall be brought solely and

exclusively in the federal or state courts sitting in the State of North Carolina, and each party hereby consents to the sole and exclusive jurisdiction and venue of such courts with regard to such actions.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement under seal as of the Effective Date.

**UNIVERSITY OF NORTH CAROLINA
HEALTH CARE SYSTEM**

<Practice Name>

By: _____

By: _____

Name: _____
Print or Type

Name: _____
Print or Type

Title: _____

Title: _____

Date: _____

Date: _____

UNC Health
Attn: Chief Information Officer
1025 Think Place
Suite 300, 2nd floor
Morrisville, NC 27560

With copy to

UNC Health
Attn: Legal Department
101 Manning Drive
Med Wing E, 2nd floor
Chapel Hill, NC 27514

EMR SYSTEM ACCESS AGREEMENT

EXHIBIT A

I. CLIENT CONTACT INFORMATION

Client:

Company Name: _____

Billing Address: _____

Client Contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

Billing Contact: *(if different from Client Contact)*

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

Technical Contact:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

Administrator/Privacy Officer:

Name: _____

Phone: _____

Fax: _____

E-Mail: _____

II. EMR SYSTEM

A. EMR System Components:

- EpicCare Ambulatory Clinical System
- Resolute Professional Billing w/ Prelude Registration (**Does not include physician billing services**)
- Cadence Scheduling
- Wisdom/Dental
- MyChart Patient Portal
- Haiku for iPhone and Canto for iPad
- Care Everywhere – Care Epic
- EpicCare Link for External Providers
- Healthy Planet Population Health

Required “bolt on” applications (included in EMR System Access Fee)

- Surescripts e-prescribing
- First Data Bank Drug Database
- SNOMED
- IMO (Intelligent Medical Objects)
- Scanning application
- Lexicomp Medication Reference
- HealthWise – Patient Education
- Business Objects Licenses
- Citrix Licenses
- Active Directory Licenses
- Cache Licenses
- LMS Licenses – Used for Training
- Servers hosted by UNC Health’s ISD

III. PATIENT VOLUMES

Total anticipated Annual Patient Volume covered by initial Agreement: Not to exceed 200,000 per year.

Should Client exceed anticipated Annual Patient Volume, Client must obtain additional licenses and agrees to pay to UNCHCS the cost of obtaining these additional licenses in accordance with UNCHCS’s then-current pricing methodology.

IV. FEES

Pricing is on a flat fee basis for (i) the one-time license & implementation fees (paid no later than thirty (30) days following CLIENT’s go-live date); and (ii) a per-Provider basis for the ongoing monthly fee (calculated, applicable and payable starting at go-live).

- **One-time License & Implementation Fee***

The one-time license and implementation fee includes Epic licensing, the UNC Health ISD implementation team’s efforts, training and go-live support as set forth in Sections 3.1 and 3.2 of this Agreement.

- **\$20,235 Per Provider at Time of Implementation – One Time Cost**

- **Ongoing Fee***

The on-going **monthly fee** includes application support, maintenance and upgrades for UNC Community Connect and access to the Epic@UNC Help Desk.

- **\$480 Per Provider Per Month**

- **Pass-through Costs**

Additional pass-through costs may be applicable for 3rd party agreements owned by UNC Health Care (i.e. Eligibility, Document Management, Patient Correspondence, etc.). The pass-through cost, if CLIENT opts in to a particular offering, will be calculated based on the below rates and will be billed to CLIENT by UNCHCS.

Optional “bolt on” applications:

- Patient Appointment Reminder \$0.20 per encounter
- Insurance Eligibility Checking \$0.30 per encounter
- Elbow Support (either as pass-through or direct contract) \$94.00 per hour
- Claims Clearinghouse \$125.00 per Provider per month
- Payment Processing Gateway CC practices have contract directly with vendor (it is required)

- **Automatic Fee Increase**

On each twelve month anniversary of the Effective Date, UNCHCS shall have the right, upon notice to CLIENT, to unilaterally increase the then-current fees under this Agreement by the greater of two percent (2%) or the applicable annual percentage increase in the Consumer Price Index for all items, less food and energy, seasonally adjusted.

Notes:

- *Price does not include additional go-live support including elbow support that may be required based on practice size & other factors. Also, excludes technical/infrastructure costs such as building a site to site VPN as these costs are practice specific. These technical/infrastructure costs will be the responsibility of the practice.*
- *One-time fee + (36 x on-going monthly fees)*
- *Physician billing services are not included*

V. CLIENT EQUIPMENT

Client is responsible for procuring its own hardware and infrastructure Equipment.

UNC HCS Community Connect Technical Requirements/Guidelines

Community Connect provides a means in which the UNC Health Care Epic implementation can extend to independent facilities securely without a large investment in infrastructure. The following sections cover the requirements and recommendations building that infrastructure.

VPN Requirements: A critical component in establishing a Community Connect partnership is building secure communications between Epic and Client. After the appropriate paperwork (BAA, VPN access request form, etc.) is processed and approved, Client's personnel should implement the following specifications in coordination with its UNCHCS counterparts:

- IKE Phase 1 (ISAKMP)
- Encryption Algorithm: AES-256
- Auth Algorithm: SHA1
- Diffie-Hellman group: min 2
- Lifetime: Max 86400
- IKE Phase 2 (IPSec)
- IPSec Protocol: ESP
- Encryption Algorithm: AES-256
- Auth Algorithm: SHA1
- Lifetime: Max 28800

Further:

- Minimize Local/Remote host addresses, /32 being preferred.
- Ports must be identified.
- Translate private IP space to IP space that is routable for UNC HCS.
- Audit logs and basic security measures (firewall, antivirus, patching) are compliant with UNCHCS Technical Security standards.

Print Server Requirements: An Epic print server is a good option for those that have a "hub and spoke" infrastructure model, and is the preferred implementation strategy. Alternatively, if Client's infrastructure does not support allocating a dedicated print server, UNCHCS can host Client's printers on UNCHCS print servers; but this requires a VPN connection to each Client location where printers are in use. Both options facilitate Client's printing needs; however, the latter option is more cumbersome.

Regardless of printing strategy, the UNCHCS Epic Client/Server Administrators (ECSA's) will build the printers on the server and in Epic. Then, the UNCHCS Epic Application Analysts will work with Client to establish print mapping. When a print job is initiated by Client, Epic recognizes the job's destination and *FTP's the file to the print server for processing.

Requirements are:

- Windows Server 2016
- 4GB vRAM
- 4 vCPUs
- 60 GB Hard Drive
- Service Account for ECSA

Billing File Transfer: The Community Connect model affords Client the ability to manage its own billing. UNCHCS facilitates this independence by securely transferring billing files and reports from Epic to Client's FTP server.

Requirements for file transfer are as follows:

- SFTP/SSH connection to an FTP server managed by Client or its vendor.
 - TLS/SSL connection support is available if required.
- Unique user ID/password to UNCHCS specific folder.
 - Shared RSA keys are also supported.
- UNCHCS does not require white listing of any IP addresses and there are no firewall or VPN restrictions.

Exhibit B

Shared Access Addendum

Pursuant to the UNCHCS EMR System Access Agreement (“Agreement”), to which this Shared Access Addendum (the “Addendum”) is attached, CLIENT is obtaining the right to access and use the EMR System solely for storing, processing and displaying medical records and other information, images and content related to the provision of healthcare to its patients and patients of its Medical Providers. In addition, upon implementation of the EMR System by CLIENT, CLIENT and UNCHCS may access each other’s Records (as defined below) solely in accordance with the terms of this Addendum.

1. Definitions. For the purposes of this Addendum, the terms below shall have the meanings set forth in this Section. Other capitalized terms used herein but not defined in this Shared Access Addendum shall have the same meaning as set forth in 45 CFR Parts 160 and 164 or the Agreement.

(A) “Party” means a party to the Agreement..

(B) “Records” means the treatment, payment and operations records that each Party maintains with respect to its patients or patients of its Medical Providers within the EMR System.

(C) “Shared Patients” means those individuals who are patients of both Parties (or their Medical Providers) at the time a Party obtains access to, or uses or discloses the other Party’s records.

(D) “Privacy Rule” means the regulations at 45 C.F.R. Parts 160 and 164 Subparts A and E, as may be amended from time to time.

(E) “Security Rule” means the regulations at 45 C.F.R. Parts 160 and 164 Subparts A and C, as may be amended from time to time.

(F) “Breach Notification Rule” means the regulations at 45 C.F.R. Parts 160 and 164 Subparts A and D, as may be amended from time to time.

(G) “HIPAA” means the Privacy Rule, Security Rule, Breach Notification Rule, and any other regulations located at 45 C.F.R Parts 160 and 164, as may be amended from time to time.

2. Uses and Disclosures. Subject to the terms of the Agreement, including without limitation this Shared Access Addendum, each Party (the “Authorizing Party”) authorizes the other Party, and the other Party’s Medical Providers and Authorized Users on its behalf, to access the Authorizing Party’s Records with respect to Shared Patients and to use Protected Health Information concerning Shared Patients solely for its own treatment, payment and quality

assessment and improvement activities, as those terms are defined in the Privacy Rule or as permitted by and in accordance with a valid HIPAA authorization meeting the requirements of 45 C.F.R. § 164.508, as may be amended from time to time, so long as each Party (or its Medical Providers) has a treatment relationship with the individual who is the subject of the Protected Health Information being accessed.

In consideration of its access to the Authorizing Party's Records of Shared Patients, each Party agrees it will:

(A) Restrict Medical Provider and Authorized User access to the Authorizing Party's Records to those patients who are current patients of the Party (or its Medical Providers) at the time the Records are accessed, for the sole purposes described in this Addendum and for no other reason absent express authorization from the Authorizing Party;

(B) Comply, and cause its Medical Providers and Authorized Users to comply, with the terms of this Addendum, the Agreement and all Applicable Laws, including but not limited to HIPAA;

(C) Adopt, implement, and require its Medical Providers and Authorized Users accessing Records to comply with policies, procedures, and administrative, physical and technical safeguards regarding confidentiality, security and integrity of patient information and electronic information, including such Party's own computer systems and the information on the EMR System. Such policies, procedures and safeguards shall include, without limitation, the following: (i) an overall policy and safeguards governing confidentiality, security and integrity of health information and compliance with the terms of the HIPAA and the North Carolina Identity Theft Protection Act (ITPA), and all other state and federal laws and regulations pertaining to the privacy, security, or confidentiality of information contained in the Records, as may be amended from time to time, including but not limited to the Privacy Rule, Security Rule, and Breach Notification Rule; (ii) requirements for training of Medical Providers and Authorized Users on use of the EMR System and on confidentiality, security and integrity of patient information; and (iii) sanctions that will apply to individuals who breach any of the requirements of this Addendum or the Agreement regarding confidentiality, security or integrity of patient information or other information in the Records. Further, should a Party implement its sanctions policy as a result of a violation, such Party agrees to notify the other Party, and, to the extent permitted by applicable law, provide a copy of any relevant documentation to the Party which, at a minimum, provides information sufficient for such Party to determine the nature and source of any violation and to comply with any state or federal law or regulation regarding privacy and the release of medical records;

(E) Complete annually and require Medical Providers and Authorized Users to complete annually full HIPAA training in accordance with its policies and procedures and the requirements of Applicable Laws;

(F) Prohibit access by or disclosure to any third party, except for a purpose expressly permitted by this Addendum, of any information contained in the Records or regarding patients of the other Party, including personal, medical, or financial information, except as such access or disclosure is necessary on an individual basis to health care providers employed by the Party who are treating a patient who is the subject of the information or as may be required or permitted by Applicable Laws;

(G) Each Party shall require its Authorized Users and Medical Providers to sign and comply with confidentiality agreements with terms substantially the same as those provided in the UNCHCS Confidentiality Statement attached hereto as Attachment 1, the terms of which are incorporated herein by reference;

(H) Cooperate with the other Party in its continuing verification of compliance with the terms of this Addendum, including any attachments hereto, by Party, its Medical Providers and Authorized Users;

(I) Ensure that only authorized personnel have access to the unique user ID and password(s). Any information transmitted through the EMR System will be the sole responsibility of the user whose ID and password was utilized to gain access. Each Party shall, and shall cause its Medical Providers and Authorized Users to immediately notify the Authorizing Party if he/she suspects the unauthorized use of login information and request a new user ID and a new password;

(J) Prohibit Medical Providers and Authorized Users from accessing the Authorizing Party's Records from any site other than the non-authorizing Party's own facilities, the facilities of the Authorizing Party, or from other remote site(s) approved in writing in advance by the Authorizing Party;

(K) Make its Authorized Users and Medical Providers aware of all state and federal privacy and medical records confidentiality requirements and of the requirements imposed by this Addendum;

(L) Not obligate another Party, directly or indirectly, with regard to requests by individuals to restrictions on certain uses and disclosures of the individuals' Protected Health Information, or to receiving Protected Health Information by alternative means of communications, on another's Records; and

(M) To the extent permitted by law, provide prompt notice to the other Party of any demand for compulsory disclosure, including without limitation, any subpoena or court order for medical records or Protected Health Information accessed by or through the other Party's Records. In such event, the Party shall cooperate fully with the other Party's instructions relating to disclosing Protected Health Information from such Party's Records, to the extent permitted by law.

3. This Shared Access Addendum shall automatically terminate upon termination of the EMR System Access Agreement. Notwithstanding anything to the contrary in the EMR System Access Agreement, either Party shall have the right to immediately terminate, suspend, or amend this Shared Access Addendum, without liability: (a) to comply with any legal order issued or proposed to be issued by a federal or state department, agency, commission, or court; (b) to comply with any provision of law, reimbursement, or accreditation; or (c) if performance of any term of this Shared Access Addendum by either Party would cause that party to be in violation of the law. Additionally, any Party or Authorized User or Medical Provider that uses the EMR System or Records in violation of this Addendum or the Agreement may have its access to the Authorizing Party's Records revoked and may be barred from any future access. Additionally, the Authorizing Party reserves the right to terminate all non-authorizing Party's access to the Records if any Authorized User or Medical Provider of non-authorizing Party breaches the terms of this Addendum, including but not limited to its Attachments.

4. In addition to the indemnification provided for under Section 10 of the EMR System Access Agreement, except to the extent otherwise set forth herein, CLIENT shall indemnify and hold harmless UNCHCS, its officers, agents, and employees from all claims and liabilities (including reasonable attorneys' fees and expenses incurred in the defense thereof) ("Damages") arising out of the wrongful acts or omissions of CLIENT or any of its Authorized Users, Medical Providers, subcontractors, agents, or employees in using the EMR System or any information obtained from the EMR System or the breach by CLIENT or any of its Authorized Users, Medical Providers, subcontractors, agents, or employees of this Addendum. In addition to the indemnification provided for under Section 10 of the EMR System Access Agreement, except to the extent otherwise set forth herein, and to the extent allowed under North Carolina law, UNCHCS shall indemnify and hold harmless CLIENT, its officers, agents, and employees from all Damages arising out of the wrongful acts or omissions of UNCHCS or any of its subcontractors, agents, or employees in using the EMR System or any information obtained from the EMR System or the breach by UNCHCS or any of its subcontractors, agents, or employees of this Addendum. The provisions of this Section shall survive the expiration or termination of this Addendum for any reason.

5. All UNCHCS site content, and the content of other services provided by UNCHC, is protected by applicable copyright law unless otherwise noted. Trademarks and service marks belonging to UNCHC or other entities may not be used without the permission of the owner of such marks, except as provided by North Carolina law.

6. The Parties acknowledge and agree that the information contained in the EMR System may be confidential and that any unauthorized disclosure or use of such information may cause irreparable harm, injury, and loss. In the event of any actual or threatened breach or violation of this Addendum by either Party or its Authorized Users or Medical Providers, the other Party shall have full rights to injunctive relief, in addition to any other rights and remedies it may have. The terms of this Section 6 shall survive the termination of this Addendum for any reason.

7. Neither Party will use or permit others to use the EMR System or Records for anything other than a lawful and legitimate business purpose. Examples of prohibited uses of the EMR System or Records include, but are not limited to, the following: (1) removing data in an unauthorized manner for the purposes of reselling the information; (2) placement on the site of any untrue, malicious, fraudulent, harassing, offensive or defamatory material, or any material that is irrelevant to a legitimate use of the site; (3) introduction of viruses, worms or other programming routines that are intended to disrupt or interfere with the intended operation of the site; (4) insertion of links to other sites of whatever character; (5) promotion of any unlawful activity or purpose, including any activity that could give rise to criminal or civil liability; (6) unauthorized alteration of any data or information supplied by another user of the site; or (7) any activity that infringes on the copyright, patent, trademark or other rights of any person or entity. Individuals who engage in a prohibited use of the site will be liable to UNCHCS for damages incurred by UNCHCS as a result.

8. Each Party shall comply with Applicable Laws, and is solely responsible for developing and providing its HIPAA notice of privacy practices to its patients and complying with its terms. If warranted, in the sole judgment of each Party, to provide adequate notice to patients regarding the Party's data practices, such Party may include notice of this shared access arrangement in its notice of privacy practices. The Parties agree to cooperate on the development of such language.

9. Each Party acknowledges and agrees that as a data owner authorizing access to its Records, such Party is subject to certain data security and security breach notification requirements under applicable law. In addition to its responsibilities under this Addendum described above, each Party agrees to implement any data security measures that are required by Applicable Laws with respect to patient information. In the event of an incident or occurrence resulting in the compromise, unauthorized access, manipulation or disclosure of patient information, the affected Party will promptly notify the other Party of such incident, and shall cooperate with an Authorizing Party's efforts to implement any required security remediation and to notify affected individuals, as the Parties mutually agree, in order to help the Authorizing Party comply with its notification or remediation obligations under Applicable Law or agency guidance. Each Party's cooperation in notification and remediation activities under this Section 9 shall be at such Party's sole expense; provided however that the actual costs of delivering such notification, and any related services that an Authorizing Party chooses to provide to patients in conjunction with such notification, will be at such Party's sole expense unless subject to a right of indemnity under Section 10 of the Agreement or as provided below. Notwithstanding the foregoing, each Party agrees to indemnify and hold an Authorizing Party harmless from the actual costs of delivering a data breach notification, as specifically required by applicable law, to the proportionate extent of the indemnifying Party's negligence or reckless or willful misconduct.

10. Each Party WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE RECORDS OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE RECORDS CAUSED BY THE PARTY, ITS AUTHORIZED USERS, OR ITS MEDICAL PROVIDERS, OR ANY PERSON USING A USER ID OR A UNIQUE IDENTIFIER OF THE PARTY'S AUTHORIZED USERS OR MEDICAL PROVIDERS.

11. Each Party is solely responsible for complying, and ensuring its Authorized Users and Medical Providers comply, with all laws that may now or in the future govern the gathering, transmission, processing, use, receipt, reporting, disclosure, maintenance and storage of Protected Health Information, including without limitation HIPAA. Each Party shall obtain and maintain consents and/or authorizations for releases and disclosure of such information, in any medium, as necessary to comply with all applicable federal and state laws, including but not limited to HIPAA.

Attachment 1 Confidentiality Statement

Confidentiality:

As a user of UNC Health Care System patient information, you will have access to the Clinical Information System of UNC for the purpose of providing patient care services to current patients of User or as expressly permitted by the Shared Access Addendum of which this is an Attachment, and for no other reason absent express authorization from UNC Health Care System. This information in any form, including, but not limited to, paper record, oral communication, audio recording, and electronic display, is strictly confidential. Access to confidential information is permitted only on a need-to-know basis and limited to the minimum amount of confidential information necessary to accomplish the intended purpose of the use, disclosure or request.

It is the policy of UNC Health Care that users (i.e., employees, medical staff, students, volunteers, and outside entities) shall respect and preserve the privacy, confidentiality and security of confidential information. **Violations of this statement include, but are not limited to:**

- **Accessing information that is not within the scope of your duties;**
- **Misusing, disclosing without proper authorization, or altering confidential information;**
- **Disclosing to another person your sign-on code and/or password for accessing electronic confidential information or for physical access to restricted areas;**
- **Using another person's sign-on code and/or password for accessing electronic confidential information or for physical access to restricted areas;**
- **Intentional or negligent mishandling or destruction of confidential information;**
- **Leaving a secured application unattended while signed on; or**
- **Attempting to access a secured application or restricted area without proper authorization or for purposes other than official UNC Health Care business.**

I understand the UNC Health Care:

- * **Employs security and auditing technologies to track and log my activity within the UNC EMR system including all patient records I have viewed;**
- * **Produces reports and requires audits of my patient records accesses;**

- * **Requires my employer to take disciplinary action if I commit an inappropriate patient access**
- * **May terminate access of ALL of my employer’s UNC users if I commit an inappropriate patient access**

Violation of this statement may constitute grounds for corrective action up to and including termination of employment, loss of UNC Health Care System privileges or contractual or affiliation rights in accordance with applicable UNC Health Care System procedures. Unauthorized use or release of confidential information also may subject the violator to personal, civil, and/or criminal liability and legal penalties.

I have read and agree to comply with the terms of the above statement and will read and comply with the Health Care Privacy and Confidentiality of Individually Identifiable Health Information (Protected Health Information or PHI) and Information Security Policies, as applicable, copies of which will be provided upon request.

EXAMPLES OF BREACHES OF CONFIDENTIALITY

<p>Accessing confidential information that is not within the scope of your duties:</p> <p>Unauthorized reading of patient account information;</p> <p>Unauthorized reading of a patient’s chart;</p> <p>Unauthorized access of personnel file information;</p> <p>Accessing information that you do not “need-to-know” for the proper execution of your duties.</p>	<p>Misusing, disclosing without proper authorization, or altering confidential information:</p> <p>Making unauthorized marks on a patient’s chart;</p> <p>Making unauthorized changes to a personnel file;</p> <p>Sharing or reproducing information in a patient chart or a personnel file with unauthorized personnel;</p> <p>Discussing confidential information in a public area such as a waiting room or elevator.</p>
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<p>Disclosing to another person your sign-on code and/or password for accessing electronic confidential information or for physical access to restricted areas:</p> <p>Telling a co-worker your password so that he or she can log in to your work or access your work area;</p> <p>Telling an unauthorized person the access codes for personnel files, patient accounts, or restricted areas.</p>	<p>Using another person's sign-on code and/or password for accessing electronic confidential information or for physical access to restricted areas:</p> <p>Using a co-worker's password to log in to the Health Care System computer system or access their work area;</p> <p>Unauthorized use of a login code for access to personnel files, patient accounts, or restricted areas.</p>
<p>Intentional or negligent mishandling or destruction of confidential information:</p> <p>Leaving confidential information in areas outside of your work area, such as the cafeteria or your home.</p> <p>Disposing of confidential information in a non-approved container, such as a trash can.</p>	<p>Leaving a secured application unattended while signed on:</p> <p>Being away from your desk while you are logged into an application.</p> <p>Allowing a co-worker to use your secured application for which he or she does not have access after you have logged in.</p>
<p>Attempting to access a secured application or restricted area without proper authorization or for purposes other than official UNC Health Care System business:</p> <p>Trying passwords and login codes to gain access to an unauthorized area of the computer system or restricted area;</p> <p>Using a co-worker's application for which you do not have access after he or she is logged in.</p>	<p>The examples above are only a few types of mishandling of confidential information. If you have any questions about the handling, use or disclosure of confidential information, please contact your supervisor, manager, or director.</p>

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made effective the 2nd of April 2024, by and between Jeffers, Mann, and Artman Pediatric and Adolescent Medicine, PA hereinafter referred to as “Covered Entity”, and University of North Carolina Health Care System on behalf of each of its members and affiliates who are parties to the Arrangement Agreement referenced herein, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”). This Agreement supersedes any previously executed Business Associate Agreement between the parties.

WITNESSETH:

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity (the agreement evidencing such arrangement is referred to herein as the “Arrangement Agreement” and is made a part hereof); and

WHEREAS, pursuant to such arrangement, Business Associate may have access to Protected Health Information (as defined below) and may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996’s (“HIPAA”) General Administrative Requirements, Administrative Requirements, and Privacy and Security rules in 45 CFR Parts 160, 162, and 164 (the “HIPAA Rule”); and

WHEREAS, the Parties desire to enter into this Agreement in order to comply with HIPAA, the HIPAA Rule, and Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH”), which together require that a covered entity and its business associate enter into a business associate agreement that meets certain requirements; and

NOW, THEREFORE, in consideration of the Parties’ continuing obligations under the Arrangement Agreement, compliance with the HIPAA Rule and HITECH, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rule and HITECH and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Rule.

II. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

(a) Business Associate may use or disclose Protected Health Information as necessary to carry out its duties to Covered Entity pursuant to the terms of the Arrangement Agreement.

(b) Business Associate may use or disclose Protected Health Information as Required By Law.

III. LIMITATIONS ON USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

(b) All Uses and Disclosures of Protected Health Information by Business Associate are subject to the minimum necessary rule of the Privacy Rule.

(c) Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PRIVACY AND SECURITY REQUIREMENTS

(a) Business Associate will implement appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as permitted in this Agreement.

(b) To the extent Business Associate carries out one or more obligations of Covered Entity under the HIPAA Rule, Business Associate shall comply with the applicable provisions of the HIPAA Rule as if such Use or Disclosure were made by Covered Entity.

(c) In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

V. AVAILABILITY OF PROTECTED HEALTH INFORMATION, AMENDMENTS, AND ACCOUNTING OF DISCLOSURES

(a) Access to Protected Health Information. Business Associate shall make available Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524.

(b) Amendment of Protected Health Information. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed

to by the Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.

(c) Accounting of Disclosures. Business Associate shall maintain and make available to Covered Entity the information required to provide an accounting of Disclosures of Protected Health Information, as required by 45 CFR § 164.528.

VI. AVAILABILITY OF BOOKS AND RECORDS; AUDITS

Business Associate will make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining Covered Entity's compliance with the terms of the HIPAA Rule.

VII. REPORTING TO COVERED ENTITY

(a) Business Associate shall report to Covered Entity using the contact information on Exhibit A any Use or Disclosure of Protected Health Information that is not in compliance with the terms of this Agreement, as well as any Security Incident and any actual or suspected Breach, of which it becomes aware, without undue delay and within fifteen (15) days. Such notification shall contain the elements required by 45 CFR § 164.410.

(b) Business Associate shall assist Covered Entity, as requested, to provide notification to affected Individuals whose Unsecured PHI has been Breached, as well as the Secretary and the media, as required by HIPAA and other applicable law.

IX. TERMINATION

(a) This Agreement shall be effective as of the date first set forth above and shall terminate upon the earlier of (i) the termination of all agreements between the parties, and (ii) the termination by Covered Entity for cause as provided herein.

(b) Notwithstanding anything in this Agreement or the Arrangement Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.

(c) At termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return (in a manner or process approved by the Covered Entity) or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, Business Associate will (i) retain only

that Protected Health Information necessary under the circumstances; (ii) return or destroy the remaining Protected Health Information that the Business Associate still maintains in any form; (iii) extend the protections of this Agreement to the retained Protected Health Information; (iv) limit further Uses and Disclosures to those purposes that make the return or destruction of the Protected Health Information not feasible; and (v) return or destroy the retained Protected Health Information when it is no longer needed by Business Associate. This paragraph shall survive the termination of this Agreement and shall apply to Protected Health Information created, maintained, or received by Business Associate and any of its Subcontractors.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

Jeffers, Mann, and Artman Pediatric and Adolescent Medicine, PA

By: _____

Title: _____

BUSINESS ASSOCIATE:

University of North Carolina Health Care System

By: _____

Title: _____

EXHIBIT A

Reporting Privacy Breaches and Security Incidents:

To report to Covered Entity (1) any Use or Disclosure of Protected Health Information not in compliance with the terms of this Agreement that might be considered a privacy breach or (2) any Security Incident (as defined in the Agreement), Business Associate should contact the following:

Name/Title: _____

Phone Number: _____