

UHEALTH CARELINK SITE AGREEMENT

This Agreement is made as of _____, 20____ (“Effective Date”), by and between University of Miami d/b/a University of Miami Health System (UHealth) and _____ an authorized care provider (“ACP”).

The parties hereby agree to the following terms:

I. Scope of Access to UHealth Record

- A. The purpose of this Agreement is to provide ACP access to its patients’ health records detailing the care and treatment provided by UHealth (“UHealth Record”) using a service called UHealth CareLink and to promote the patient’s continuity of care.
- B. Upon execution of this Agreement and UHealth’s approval of ACP and its users to access UHealth CareLink, UHealth will provide the ACP’s users access to ACP patients’ UHealth Records.
- C. UHealth reserves the right to limit or discontinue ACP’s use of UHealth CareLink if ACP violates the terms of this Agreement, if any ACP User does not abide by the Terms and Conditions set forth in Exhibit A (or as may subsequently be amended by UHealth) or for any other reason as determined by UHealth on a case-by-case basis. ACP agrees that it and its users will strictly comply with the most recent version of the Terms and Conditions set forth on the UHealth CareLink website.

II. Proprietary and Confidential Information

- A. The UHealth CareLink system contains protected health information and proprietary information, which are the sole property of UHealth. The parties agree and understand that the UHealth Record(s) contained in the UHealth CareLink system will remain the property of UHealth and that there is no intent to transfer any rights or legal interest in the UHealth Record(s) or the UHealth CareLink system to the ACP or any of its users.
- B. ACP agrees that the UHealth CareLink system and UHealth Record(s) contain patient information that is subject to the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (the “HITECH” Act) and other applicable federal and state laws regarding privacy and security of patient health records. ACP agrees to comply with all applicable laws and regulations and the terms of this Agreement upon accessing the UHealth CareLink System.
- C. ACP agrees that it will not access or use the UHealth CareLink System for any purpose other than those set forth herein. ACP further agrees that if it discovers that ACP or any of its users have accessed or used the UHealth CareLink System in a prohibited, unlawful or unauthorized manner, then it shall immediately notify UHealth and UHealth shall the right to unilaterally terminate ACP’s access to the

UHealth CareLink system, to terminate this Agreement and for such other relief as appropriate.

- D. ACP agrees that it will not copy or utilize the UHealth Record for any purpose except for treatment of an ACP patient or as required by law.
- E. If ACP receives a request or demand for disclosure of a UHealth CareLink Record, ACP will immediately provide written notice and a copy of such request or demand to UHealth, in accordance with the notice provision set forth below.

III. ACP Obligations

- A. ACP is solely responsible for the costs of the equipment, maintenance and supplies required for access to and use of the UHealth CareLink system. Such costs include, but are not limited to: cost of acquisition, installation, operation and maintenance of personal computers and printers; costs related to wiring, hardware, software, phone charges and internet access services.
- B. ACP shall ensure that all its users understand and agree to the most recent version of the Terms and Conditions set forth in Exhibit A. In addition, ACP agrees that it will take steps to discontinue a User's access to UHealth CareLink in the event it determines that the User improperly accessed or used the UHealth CareLink system and shall immediately notify UHealth of such improper access.
- C. ACP represents that it is in compliance with all applicable state and federal laws and regulations governing the provision of healthcare to patients, and that neither it nor any of its Users, employees, officers or directors have been debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise deemed ineligible to participate in any state or federal reimbursement program, including but not limited to Medicare or Medicaid. In the event ACP becomes aware of any of its Users, employees, officers or directors being sanctioned or excluded from participation as described above, ACP shall immediately notify UHealth and UHealth may, in its sole discretion, terminate this Agreement.
- D. ACP shall carry at its expense General Liability insurance, in the amount of one million dollars per occurrence and two million dollars in the aggregate, naming UHealth as an additional insured, and present to UHealth proof of such insurance. ACP shall carry at its expense Professional Liability/Errors and Omissions insurance in the amount of one million dollars per occurrence and three million dollars in the aggregate and present to UHealth proof of such insurance.
- E. ACP shall indemnify, defend and hold UHealth, harmless from any and all claims, losses, liabilities, costs and expenses, including reasonable attorney's fees and costs that arise out of, relate to or are in connection with any ACP violation of this Agreement or ACP's negligent acts or omissions.
- F. ACP further acknowledges that the professional duty to the patient in providing health care services and for its business operations lies solely with ACP and those

healthcare professionals providing patient care and other administrative services on behalf of ACP. ACP takes full responsibility for its use of information in the UHealth CareLink System, and acknowledges that the use of the UHealth CareLink System is in no way intended to replace or substitute for professional or business judgment.

IV. Term and Termination

The term of this Agreement will be for one (1) year from the Effective Date and shall automatically renew for additional one (1) year terms. This Agreement may be terminated at any time by either Party, with or without cause, with at least thirty (30) days advance written notice of such termination to the other party. In addition, UHealth may terminate immediately as further set forth in this Agreement.

V. DISCLAIMER.

UHEALTH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY DOES NOT WARRANT THAT ACP'S USE OF THE UHEALTH CARELINK SYSTEM SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE UHEALTH CARELINK SYSTEM SHALL NOT INFRINGE THE PATENT RIGHTS OR COPYRIGHTS OF ANY OTHER PERSON OR ENTITY WHATSOEVER. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON UHEALTH AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

VI. Limitation of Liability

IN NO EVENT SHALL UHEALTH BE LIABLE FOR ANY LOSS OF DATA, LOSS OF USE, LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VII. Choice Of Law & Venue

This Agreement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law provisions. Any dispute under this Agreement shall be heard in a court of competent jurisdiction located in Miami-Dade County, Florida.

VIII. Independent Contractor Relationship

For purposes of this Agreement, the parties hereto shall be independent contractors and neither shall at any time be considered an agent or employee of the other. No joint venture, partnership, or like relationship is created between the parties by this Agreement.

IX. Force Majeure

In the event that either party is prevented from performing under the Agreement as a result of an act of God, hurricane or other weather conditions, war, strikes or other labor disturbances, sabotage or similar acts, any delays in or failure of performance under the Agreement shall be excused if and to the extent that such delays or failures are beyond such party's reasonable control.

X. Representation by Counsel

Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

XI. Non-Waiver

The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions thereof, shall in no way create an estoppel from enforcement of such provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

XII. Assignment and Delegation

Neither party may assign any rights or delegate any obligations under this Agreement without the written consent of the other party.

XIII. Severability

In the event that any provision of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other provision of this Agreement.

XIV. No Third Party Beneficiaries

Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under this Agreement, including, without limitation, Members. Nothing in this Agreement shall be construed to create any liability on the part of the parties or their respective directors, officers, shareholders, employees or agents, as the case may be, to any such third parties for any act or failure to act of any party hereto.

XV. Non-Exclusivity and Non-Referral

The parties hereby acknowledge that this Agreement is not exclusive, and that each party may freely contract with any other person, firm or entity concerning the subject matter hereof.

The parties represent to each other that this Agreement is not made for the purpose of causing or securing a fee or other compensation for the referral of patients. The terms herein are not intended to be, nor shall they be construed to be, an inducement or payment for referral of patients by either party to the other. The parties are not required to refer to, or generate business for, each other. The parties intend to comply with all applicable laws, including Stark, and Anti-Kickback laws and regulations. The parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.

XVI. Headings

The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.

XVII. Notices

All notices which either party is required to give to the other in conjunction with this Agreement shall be in writing, and shall be given by certified mail, return receipt requested, or by delivering the same personally, or by courier or Federal Express (or comparable overnight courier) to such other party, or by facsimile (with confirmation by any other method accepted herein). Any notice given by certified mail, hand delivery or delivered by same day or overnight courier or by facsimile, shall be deemed to have been received on the date of delivery to the party being noticed. All notices shall be sent to the addresses specified below:

<p>University of Miami Humberto Speziani Assistant Vice President of Financial Operations University of Miami 1320 South Dixie Highway, Suite 1230 Coral Gables, FL 33146-2919 Telephone: (305) 284-5550 Facsimile: (305) 284-4543</p> <p><i>With a copy to:</i> University of Miami Office of the General Counsel 1320 South Dixie Highway, Suite 1250 Coral Gables, FL 33146-2919 Telephone: (305)284-2700 Facsimile: (305) 284-5063</p>	<p>[INSERT ACP CONTACT INFO]</p>
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XVIII. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. There are no oral agreements with respect to the subject matter of this Agreement which are not fully expressed herein. No representations, understanding, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Any amendment shall be set forth in writing and shall be signed by the parties hereto, except that UHealth may unilaterally amend the Terms and Conditions set forth in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

UNIVERSITY OF MIAMI

ACP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

UHealth CareLink TERMS AND CONDITIONS

As a convenience to patients, University of Miami d/b/a University of Miami Health System (UHEALTH) is pleased to offer you, an authorized care provider (“ACP”), a more efficient way to access your patient’s health record detailing the care and treatment provided by UHEALTH to your patient (“UHEALTH Record”) using a service called UHealth CareLink. Your use of and participation in the UHealth CareLink service is voluntary and requires that you read and accept the following Guidelines for Use.

By clicking “I agree” to these Terms and Conditions, you understand and agree to the following:

Terms and Conditions for Use of UHealth CareLink

I understand and agree that UHEALTH reserves the right to limit or discontinue my use of UHealth CareLink if I do not abide by the following terms and conditions or for any other reason as determined by UHEALTH on a case-by-case basis.

Privacy and Security

I acknowledge and agree that I am subject to the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (the “HITECH” Act) and any applicable federal and state laws regarding privacy and security of patient health records. I acknowledge that by agreeing to these Terms and Conditions, I also agree to adhere to all of the limitations, prohibitions and requirements applicable to covered health care providers under HIPAA, HITECH, as described in 45 CFR 160-164 and/or applicable state laws and regulations.

Use of UHealth CareLink

- I am an ACP who is using UHealth CareLink to gain access to my patient’s UHEALTH Record via the Internet using a secure electronic application called UHealth CareLink. I understand that the UHEALTH Record may include both UHEALTH proprietary data and Protected Health Information (PHI) as defined by applicable laws and agree to keep such information confidential.
- I agree to limit my UHealth CareLink access to patients under my care only, and to use and disclose my patient’s UHEALTH Record only for purposes related to my patient’s health care and treatment or as required by HIPAA, HITECH and other federal and state laws.
- I agree to use all reasonable and necessary safeguards as required by HIPAA, HITECH and other applicable federal and state laws to ensure the confidentiality, integrity and availability of all UHEALTH Record information received, transmitted, downloaded, copied, printed, or stored via UHealth CareLink.
- I am responsible for securing and maintaining the confidentiality of any copies of the UHEALTH Record that I print or download from UHealth CareLink and I am responsible for any breach of the confidentiality or integrity of such UHEALTH Record.
- I am fully responsible for any resulting harm caused by misuse of or failure to maintain the confidentiality and integrity of any UHEALTH record that I access through UHealth CareLink.
- Without limiting the general agreements above, I further agree to:
 - Participate in training prior to using the site. If I am unsure how to use certain UHealth CareLink functionality, I agree to contact a UHealth CareLink representative for guidance before proceeding.
 - Report to the UHealth any unauthorized use or disclosure of any portion of the UHEALTH record of which I become aware.
 - Take appropriate precautions to ensure that patients, visitors, or unauthorized personnel will not be able to see the computer screens during access to UHEALTH record and that I will logout or “secure” the UHealth CareLink screen when the application is not being used;
 - If I receive a request from a court or governmental agency for disclosure of UHEALTH record, I agree I will only provide those records that are in the ACP’s medical record and I will immediately notify UHealth prior to any disclosure of records in the UHealth CareLink system.
- I, as an ACP, understand that use of UHealth CareLink is subject to UHEALTH vendor contracts that restrict the use of the product. As an ACP, I agree that I may not:

1. Sell, disclose to any third party, transfer to any third party, or otherwise permit or facilitate third-party access to the UHEALTH record using UHealth CareLink without the expressed written permission of UHEALTH;
 2. Use any UHEALTH record with the intent to negatively impact the competitive advantage of UHEALTH in the marketplace;
 3. Use or disclose the UHEALTH record other than as permitted by these Terms and Conditions or as required by law.
- UHEALTH record will remain the property of UHEALTH. There is no intent to transfer any rights or legal interest in UHEALTH record to the ACP.
 - I understand that the UHealth CareLink system is not a substitute for direct dialog with a UHEALTH provider about a patient's UHEALTH visit.
 - I understand that UHEALTH record received via UHealth CareLink may be incomplete, out-of-date or incorrect. I understand UHEALTH does not make any representations or warranties regarding UHEALTH record, and I agree not to hold UHEALTH, or its trustees, directors, employees, and agents liable for any loss, injury or claims of any kind resulting from use or disclosure of UHEALTH record.
 - I agree to the following requirements to help protect the confidentiality/security of the UHEALTH record and agree to follow any updated policies for the use of the UHealth CareLink system:
 - **Creation of Passwords**
 - Do not share your passwords.
 - Do not write down your passwords.
 - Do not use your Web browser's "save password" functionality and always type in the password
 - Change your passwords often.
 - Conventions for choosing a password
 - Avoid passwords that are easy to guess such as names of pets, children, spouse, birth dates, addresses, or any words in a dictionary or thesaurus.
 - Passwords should be at least 6 characters long and contain at least two letters and one special character such as !, #, * , 1, 2, 3, etc.
 - For example, passwords constructed from the first letter of words from the title of a favorite song are easy to remember and difficult to guess.
 - Another choice is a "phrase key" password (Don't Just Sit There! Do Something) translates to the password: DJST!DS. For security reasons please do not use this example.
 - **Printing UHEALTH record on Paper:**
 - Only appropriate authorized individuals should have access to any printed patient records.
 - Only print something if you need a hard copy.
 - Make sure print outs are secured. Any print out from the UHealth CareLink system should be secured. from inappropriate access, use and/or disclosure.
 - Destroy (shred or burn) printed material when it is no longer needed.
 - **Transferring UHEALTH record to Electronic Media:**
 - Only access data you are authorized to access.
 - Only appropriate authorized individuals should have access to any patient records that are on electronic media.
 - Store USB drives, backup tapes and other portable electronic media in a locked cabinet/safe and make sure such media are encrypted.
 - Completely wipe the data from USB drives, tapes and other portable electronic media before discarding or reusing. Note: Simple delete or reformat functions do not adequately eliminate electronic data. Determine where your applications store their temporary files, and examine these areas on a regular basis to make sure they do not contain any confidential information.
 - **Physical Security of Area in which ACP accesses UHealth CareLink::**
 - Be aware of your environment:
 - Who can see your screen when you are working on the computer
 - Who has access to your computer and/or files
 - Password protect files
 - Power-on password for computer
 - Use a password on your screen saver
 - Logout of applications when you are finished
 - Logout when you are going to leave the computer unattended

UHealth CareLink Username and Password

I understand that I have received a unique identification (ID) code, called a Username, as well as a Password to be used to access my patient's UHEALTH record via UHealth CareLink. The ID and Password in combination will identify me in the UHealth CareLink computer system. By using my Username and Password the system will know when I make inquiries and will know which patient records to which I've been granted access. The system will maintain an audit trail of my access which may be used by UHEALTH at any time for compliance and usage reasons.

I understand that it is extremely important I keep my Username and Password completely confidential. If at any time I feel that the confidentiality of my Password has been compromised, I am responsible for contacting the UHealth CareLink Team and requesting a new Password.

I understand that UHEALTH takes no responsibility for and disclaims any and all liability or consequential damages arising from a breach of health record confidentiality resulting from my sharing or losing my Username and/or Password or other negligence. If UHEALTH discovers that I have inappropriately shared my Username and Password with another person, or that I have misused or abused my UHealth CareLink access privileges in any way, UHEALTH, without prior notice, may discontinue my participation in UHealth CareLink and may report my actions to the Health and Human Services Office for Civil Rights for determination of whether the Secretary of HHS shall impose a civil monetary penalty as allowed under HIPAA and HITECH.

Disclaimer

- I understand that UHealth CareLink may not be available to me at all times due to system failures, back-up procedures, maintenance, or other causes beyond the control of UHEALTH. Access is provided on an "as-is, as-available" basis and the Service Provider does not guarantee that I will be able to access UHealth CareLink at any particular time.
- During times when UHealth CareLink is unavailable, other communication methods (e.g., telephone) should be used to access my patient's UHEALTH record.
- **I UNDERSTAND THAT UHEALTH TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN SOFTWARE, COMMUNICATION LINES, VIRTUAL PRIVATE NETWORK, THE INTERNET OR MY INTERNET SERVICE PROVIDER (ISP), ACCESS SYSTEM, COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT I USE TO ACCESS UHEALTH CARELINK.**