

# GEISINGER SYSTEM SERVICES EMRLink Agreement Guide

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# GEISINGER SYSTEM SERVICES

## EMRLink Agreement Guide

### Introduction

Geisinger System Services (GSS), for itself, its affiliated entities, ('Geisinger' and all 3rd parties sharing a medical record) is able to assist in opening the lines of communication with Geisinger System Services (GSS) health care providers by using a web-based application. This application allows specified health care providers, groups of providers, and/or their authorized staff members to view Protected Health Information (PHI) stored in Geisinger System Services (GSS)'s Electronic Medical Record (EMR) system.

The provider using this system (henceforth referred to as the 'EMRLink Client') will view this Protected Health Information (PHI) using a connection from the EMRLink Client's computer to Geisinger System Services (GSS)'s computer network over the Internet. The method of access uses a Web browser, such as Internet Explorer or other mainstream browsers, to display the Protected Health Information (PHI).

Protected Health Information (PHI) which may be viewed, includes office notes, telephone call notes, results, and elements of a patient's prior medical, social, and family histories. Notes not entered into the EMR database will not be accessible. Application security is utilized to control user access to patient Protected Health Information (PHI) and features. Security is based on the user's role and clinical/business need to access patient Protected Health Information (PHI). Users may be authorized to access the patient's full medical record, portions of the record, or specific results or reports.

### Definitions (specific to this agreement only)

**Electronic Medical Record ('EMR')** – Repository used by Geisinger System Services (GSS) and Providers and staff to store clinical Protected Health Information (PHI) in the medical record, report results including lab and radiology, and record elements of a patient's prior medical history.

**EMRLink Client** - The legal entity, individual or group of individuals, to whom Geisinger System Services (GSS) provides access to EMR under a current agreement. This could be, for example, a physician, a group of physicians, or their staff, or an entity or organization providing care to patients who have also been cared for by Geisinger System Services (GSS) providers or, in some instances, a vendor who has a Business Associate Agreement executed with Geisinger to review charts as part of their agreement.

**Geisinger System Services (GSS)'s EMRLink Service ('Service')** - Geisinger System Services (GSS)'s EMRLink Service allows authorized users to view Protected Health Information (PHI) stored in Geisinger System Services (GSS)'s EMR. EMRLink provides a means for secure communication between authorized users and Geisinger System Services (GSS) personnel. Protected Health Information (PHI) is transmitted in an encrypted format and may be passed through the Internet.

**Authorized User ('User')** - Individual who has been granted access to the EMR per agreements.

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## **Hardware and Software**

### **Requirements**

A PC or other device capable of accessing the Internet and a web browser are the primary needs in the way of software and hardware. A printer is highly recommended if the EMRLink Client wishes to retain any Protected Health Information (PHI) obtained. The browser and device requirements for EMRLink can be found on the site.

The EMRLink Client should test any significant changes to the configuration of their device used to access EMRLink prior to making such changes permanent to ensure continued EMRLink access.

Geisinger System Services (GSS) will inform the EMRLink Client of any changes in the minimum and/or recommended computer hardware and software configuration of personal computers and associated devices needed for effective utilization of the service.

EMRLink Client agrees to use appropriate security technology as determined by Geisinger System Services (GSS) to ensure patient confidentiality.

### **Responsibilities**

The EMRLink Client is responsible for all costs of equipment and supplies needed to access and use the system from their facilities. Such costs include but are not limited to:

- Costs related to acquisition, installation, operation and maintenance of personal computers or other devices used for access and printers;
- Costs related to wiring, hardware, software, phone charges, and Internet access services;
- Costs related to ID verification;
- Ongoing upgrade costs.

Geisinger System Services (GSS) will only maintain the web access application. All other maintenance, including but not limited to connectivity and devices, will remain the responsibility of the EMRLink Client.

THE PARTIES AGREE THAT GEISINGER SYSTEM SERVICES (GSS) PROVIDES NO WARRANTY OR ASSURANCES OF ANY KIND TO EMRLINK CLIENT, EXPRESSED OR IMPLIED, REGARDING THE CONTINUITY, AVAILABILITY, ACCURACY, CHARACTERISTICS OR PERFORMANCE OF THE EMRLINK SERVICE.

### **List of Locations**

The EMRLink Client will need to identify to Geisinger System Services (GSS), for approval, specific site locations where access will occur. Additional sites requesting access will also need to be approved.

### **Protection of Software**

EMRLink software is proprietary and is to be used only by Users. Any unauthorized use, copying, infringement, or other form of dissemination of the Protected Health Information (PHI) contained

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in this proprietary resource, including screen displays, is strictly prohibited and may result in legal action. When this Agreement ends, Geisinger System Services (GSS) will end EMRLink Client access to EMRLink Services.

### **Confidentiality of Patient Data**

As a condition for Geisinger System Services (GSS) being granted authorized electronic access to the medical record and the Protected Health Information (PHI) it contains, the EMRLink Client must agree that all Protected Health Information (PHI) and Geisinger System Services (GSS) data is confidential and proprietary, and no one may use the Protected Health Information (PHI) or other data provided for any purpose other than providing continuing medical care to patients of the EMRLink Client. Specifically, the EMRLink Client or User, as applicable, may not sell, disclose to any third party, transfer to any third party, or otherwise permit or facilitate third-party access to the patient Protected Health Information (PHI) or other data except for documentation for billing for services. They may not transmit any Protected Health Information (PHI) obtained by any electronic means, nor may they access the Protected Health Information (PHI) or other data for any purpose unrelated to the continuing medical care of patients. They may not include any data provided by Geisinger System Services (GSS) in any electronic database, study, or test.

The EMRLink Client is expected to handle, store and dispose of Protected Health Information (PHI) or other data printed, viewed, or otherwise disseminated from EMRLink in at least the same manner and with the same degree of security and protection afforded to its own printed medical records. Specifically, the EMRLink Client must file such printed data as part of its secure medical records system or dispose of the printed material in a manner that transforms the material into an unrecognizable form.

All Protected Health Information (PHI) EMRLink Client Users will have access to is considered confidential and must be protected as such. The EMRLink Client and User, as applicable, must take all reasonable measures to ensure information security. Any violation of confidentiality would be a material breach of this Agreement with the EMRLink Client and User, as applicable.

The EMRLink Client and User have an obligation to abide by all state and federal laws which protect the confidentiality of any and all Protected Health Information (PHI). Further, the EMRLink Client will be expected to inform all parties employed or contracted by the EMRLink Client of their obligation to abide by state and federal laws which protect the confidentiality of any and all Protected Health Information (PHI). The EMRLink Client and User, as applicable, must assure Geisinger System Services (GSS) that the confidentiality of such Protected Health Information (PHI) will not be violated during the term of the agreement or at any time thereafter. The breach of state and federal laws protecting patient confidentiality could result in the imposition of civil and/or criminal penalties to the EMRLink Client and User, as applicable and the parties employed or contracted by the EMRLink Client. The responsibility for confidentiality of data obtained from the system is indefinite and will continue even after this Agreement has been terminated.

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The EMRLink Client and User, as applicable, and Geisinger System Services (GSS) agree to obey all laws, rules, regulations and policies regarding the use and transfer of confidential Protected Health Information (PHI) including but not limited to the policies and regulations of the Centers for Medicare/Medicaid Services, the Department of Health and Human Services, the Health Insurance Portability and Accountability Act, Department of Health, Joint Commission on the Accreditation of Healthcare Organizations and the National Committee on Quality Assurance.

Geisinger System Services (GSS) will reevaluate the program as regulations from governing and/or accrediting bodies change or become clearly defined.

The parties involved acknowledge and agree that transmission of confidential Protected Health Information (PHI) will occur in accordance with this Agreement and that the EMRLink Client will:

- Not use or further disclose the Protected Health Information (PHI) other than as permitted or required by this Agreement;
- Not use or further disclose the Protected Health Information (PHI) in a manner that would violate the requirements of the regulations if done by Geisinger System Services (GSS);
- Report to Geisinger System Services (GSS) any use or disclosure of the Protected Health Information (PHI) not provided for by this Agreement of which the EMRLink Client becomes aware;
- Advise patients that access to their individual Geisinger System Services (GSS) Medical Record is only available to the patient contacting Geisinger System Services (GSS) the providing facility directly;
- Advise patients that the EMRLink Client does not have the authorization or ability to alter their EMR and that any amendments or corrections to it must be accomplished by contacting the entity directly.
- Make sure that Users' computer or device screens will not be able to be seen by patients, visitors, or the general public.
- Make sure that any subcontractors or agents to whom EMRLink Client provides Protected Health Information (PHI) agree to the same restrictions and conditions that apply to EMRLink Client regarding such Protected Health Information (PHI).
- Make its internal practice, books and records relating to the use and disclosure of Protected Health Information (PHI) available to the Secretary of Health and Human Services for purposes of determining Geisinger System Services (GSS)'s compliance with regulations.

Note that the EMRLink Client (the individual and/or the entity) is fully responsible for any violations of confidentiality by any of their employees or agents. The EMRLink Client must notify Geisinger System Services (GSS) promptly when any of their Users are terminated, transferred, or no longer have a "need to know". Failure to do so will be considered a violation of patient confidentiality and can lead to revocation of privileges to use EMRLink.

Geisinger System Services (GSS)

### ***Highly protected Protected Health Information (PHI)***

Revised: September 20, 2020

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Certain Protected Health Information (PHI) in a patient's EMR, including Mental Health records, Substance Use Disorder records, and HIV encounters or results may be subject to more stringent access controls. Clinical users may be required to register a reason for viewing this highly protected PHI. Non-clinical users may have the highly protected PHI hidden from their view.

### **Access and Authorized User Guidelines**

The EMRLink Client shall do all things necessary to supervise and control the access to and use of the system and the Protected Health Information (PHI) in a manner consistent with the terms and requirements of this Agreement.

Specifically, the EMRLink Client must implement, maintain, supervise and ensure conformance to necessary procedures to prevent access to or use of the Service by any person or persons other than Authorized Users.

Access is only given to individual Users. Generic User IDs will not be allowed.

Staff members of the EMRLink Client may be granted access only after specific approval by Geisinger System Services (GSS).

User will make sure that EMRLink Client's computer or device screens will not be able to be seen by patients, visitors, or by the general public.

EMRLink access will automatically time out after a period of inactivity.

The EMRLink Client will be required to provide Geisinger System Services (GSS) with an audit of their roster of users when adding or removing users and will be notified annually to report the need for their Users' continued access to Protected Health Information (PHI). Neglecting to provide the requested audit within the required time period will result in the removal of all users' access from all patient EHRs.

Geisinger System Services (GSS) Approval will be limited to those individuals associated with EMRLink Client who have a need to know Protected Health Information (PHI) based on patient need.

Access to the Service is given after the following requirements have been met:

- Access is requested completing the online process.
- Individual has accepted all terms and conditions and agreements presented online upon initial access to the Service.

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The total number of Users may be limited by issues of practicality at the sole discretion and determination of Geisinger System Services (GSS).

Changes or deletions of User access are requested by the EMRLink Client by submitting the information with the online authorized method.

### **Patient Privacy and Confidentiality**

**Geisinger System Privacy Officer 570-271-7360 must be contacted immediately if you believe a violation has occurred.**

**Patient Privacy and Confidentiality** is extremely important. Violations of patient confidentiality may result in civil and/or criminal penalties. Violations of professional standards for the protection of patient confidentiality is a violation of professional ethics and will be reported to the State Board of Medical Education and Licensure, as appropriate. Your personal liability for any violation of this policy will continue indefinitely.

**A breach of confidentiality** occurs when there is access to or disclosure of Protected Health Information (PHI) and there is not a need to know or a need to pass the Protected Health Information (PHI) to others. This means that, unless Protected Health Information (PHI) is needed from the system to participate in the care of a patient, a User or EMRLink Client, as applicable, is not permitted to access any Protected Health Information (PHI) on the system. Further, once accessed, the Protected Health Information (PHI) may only be discussed or distributed to similarly authorized individuals with a need for that Protected Health Information (PHI) as prescribed by current statutes governing patient confidentiality. This includes (but is not limited to) medical Protected Health Information (PHI) about a User's family members, friends, coworkers, or a User's own record.

### **Breach Notification Obligations; Indemnification**

EMRLink Client shall immediately notify the Geisinger Privacy Office (570-271-7360) or email at [systemprivacyoffice@geisinger.edu](mailto:systemprivacyoffice@geisinger.edu) of any confirmed or suspected Breach (as defined at 45 CFR 164.402) of Protected Health Information (as defined at 45 CFR 160.103) involving EMRLink. Further, the Geisinger Privacy Office shall notify EMRLink Client of any confirmed or suspected Breach of Protected Health Information involving the Workforce (as defined at 45 CFR 160.103) of EMRLink Client of which the Geisinger Privacy Office becomes aware.

EMRLink Client shall investigate any suspected Breach at its sole cost and expense and notify the Geisinger Privacy Office in writing of the results. EMRLink Client will provide draft Breach notification letters as required under HIPAA for review and approval of the Geisinger Privacy Office, provided that such approval shall not be unreasonably withheld, conditioned or delayed.

**EMRLink Client agrees to indemnify, defend and hold harmless Geisinger System Services, its Workforce, affiliates, contractors, agents and assigns from and against**

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**any and all actions, suits, claims, demands and fines of any type or nature (including those filed by or on behalf of patients and any other third party) that may result from acts or omissions of EMRLink Client, its Workforce, affiliates, contractors, agents and permitted assigns in the acquisition, access, disclosure, use or disposal of Protected Health Information provided through EMRLink.**

**This provision shall survive termination of the GeisingerConnect/EMRLink Client Agreement indefinitely.**

### **User IDs, Passcodes, and ID Verification**

**DO NOT share or allow anyone else to use your passcode.** If you have reason to believe that the security for your passcode has been compromised, report it immediately to the **Geisinger System Services (GSS) Service Desk at 570-271-8092** and change your passcode.

ID Verification will be required for each login attempt. The User will only be allowed to complete ID verification through Geisinger System Services (GSS) authorized methods.

### **Terminations, Transfers, and Extended Leaves**

User Terminations, Transfers, and Extended Leaves are documented using the online process and must be done in 24 hours to reduce the possibility of a breach in security. Any pending termination of employed User, retirements, transfers, extended leaves or other severing of the professional relationship with any of its Users should be submitted in advance of the event to give as much time as possible to process the change form prior to the actual change date. On the termination, transfer or extended leave date, or when notified if event has already occurred, Geisinger System Services (GSS) will discontinue access for the User.

If a User is transferred to a position requiring the same access, there is no need to submit a change. This rule also applies to Users covering at sites on a temporary basis.

When the extended leave is ended a new change request will need to be submitted to reinstate the User's ID.

Geisinger System Services (GSS) will send any unread professional messages to the alternative User identified by Client to be responsible for resolution of the unread messages.

### **Security Reports and Audits**

Geisinger System Services (GSS) has available, and will use, technical means to monitor access to and use of the system by Users. Geisinger System Services (GSS) owns and will use such 'audit trails' without restriction including review by various Geisinger System Services (GSS) personnel or committees for the purpose of determining conformance to the terms of this Agreement. Geisinger System Services (GSS) will also use such information in the determination of compliance with its Bylaws, Rules, Regulations, policies and procedures related



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to reappointment of physicians and allied health professionals to its Medical Staff and to any professional review action or administrative review procedure which may arise.

### **Training and Online Help**

Geisinger System Services (GSS) will provide basic training materials to Users in the access to, use of, and policies and procedures relating to use of the Service via online materials, or Computer Based Training (CBT) or upon request, onsite personal training at the EMRLink Client's facility. The decision as to whether training will be by CBT or personal training on site will be at the discretion of Geisinger System Services (GSS). Help will be available online and can be viewed using a web browser and can be accessed while signed into the Service. Technical support will also be provided and information about how to access this will be available from within the Service. Typically, technical issues will be resolved within 1 to 3 working days. There may be occasions where this time may be longer. There will be no fee for seeking or receiving technical support, however, Users should utilize all online resources if possible, prior to contacting Geisinger System Services (GSS).

**GEISINGER SYSTEM SERVICES**  
**EMRLink Client Agreement Guide**  
**Attachment A**

**EMRLink Client Agreement/Acknowledgement/General Provisions**

1. I am entering into this EMRlink Client Agreement ("Agreement") as an EMRlink Client, as per the definitions included in the Client Agreement Guide. The Client Agreement Guide and the General Provisions provided me are also part of this Agreement, and I understand the Client Agreement Guide may be updated from time to time.
2. I am entering into this Agreement as an agent of an EMRlink Client. I know that the organization or concern I represent is responsible for all Authorized Users, either employed or contracted.
3. I agree to protect patient confidentiality and ensure appropriate use of the Service by any employees or agents.
4. I agree to not change the Service software in any way. If I suspect any problems with the Service, I will inform all others to stop using it and immediately contact Geisinger System Services (GSS) to report the problem.
5. I understand that the Service can only be used by Authorized Users. Any use, copying, or other form of giving out the Protected Health Information (PHI) contained in the Service is not allowed and may result in legal action against the EMRlink Client.
6. I understand my use of the Service at any time without notice.
7. This Agreement takes effect when signed and will be in effect for one year. After that time, this Agreement shall automatically renew for additional one-year periods.

**By clicking "Accept", I signify that I have read and agree to comply with the EMRLink Client Agreement, EMRLink Client Agreement Guide and General Provisions. Any questions I had have been answered.**

Accept  Cancel

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## **Client General Provisions**

Amendment/Entire Agreement/Multiple Originals. This Agreement, together with any attachments or exhibits, sets forth the entire Agreement among the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement, are of no force or effect. Except as otherwise expressly stated herein, this Agreement may not be amended except by a writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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Assignment. Neither this Agreement nor any portion of this Agreement may be assigned or delegated by any party without the prior written consent of the other parties unless: (i) otherwise allowed hereunder, or (ii) upon thirty (30) days prior written notice, assigned or delegated to a party controlled by, in control of, or under common control with the assigning party; provided such party is located in the United States. Any purported assignment or delegation in violation of this section is void. This Agreement binds and benefits the parties and their permitted successors and assigns.

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Certification Regarding Debarment. The parties certify, to the best of their knowledge and belief, after due inquiry using industry standards, that the parties and/or any of their principals: (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency; and (ii) have not been convicted of a criminal offense related to the provision of health care items or services. Industry standards shall include, but not be limited to, performing monthly exclusion checks on federal and state exclusion databases for its employees, agents and contractors performing its duties under this Agreement. Upon request, each party shall provide the other party documentation evidencing such completed exclusion checks and compliance with this Section. During the term of this Agreement, the parties shall provide immediate written notice to the other parties if any party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. In the event any party's certification is or becomes erroneous, the other party may terminate this Agreement immediately upon notice.

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Compliance. During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards"). The Applicable Laws and Standards shall include, but not be limited to, state and federal privacy and security laws related to the use and disclosure of health and medical information, the requirements of the Department of Health

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("DOH"), The Joint Commission and the National Committee on Quality Assurance ("NCQA"), as applicable.

None of the parties will, at any time, remunerate the other parties directly or indirectly for the referral, the inducement of a referral, or for the arranging of a referral of a Medicare or Medicaid patient. Nothing in this Agreement is intended to require or induce any party to refer any Medicare or Medicaid patient to the other parties.

EMRLink Client warrants that it either: (i) has developed and implemented a written Identity Theft Prevention Program ("Program") designed to detect, prevent, and mitigate identity theft in connection with any person whose information is used and/or disclosed under this Agreement and is susceptible to identity theft; or (ii) will comply with Geisinger's Program (incorporated herein by reference) while performing its duties set forth in this Agreement which can be accessed at: <https://www.geisinger.org/about-geisinger/Corporate/vendor-relations> . EMRLink Client's Program shall comply with the Red Flag Rules under the Fair and Accurate Credit Transactions Act of 2003.

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Confidentiality of Business Information. The parties agree to hold in confidence all materials, documents and information disclosed to it by any party pursuant to this Agreement, including, without limitation, information relating to its sales, customers, students, business, finances, products, practices and techniques ("Confidential Information"). Except as expressly provided herein, neither the recipient nor its agents, attorneys, consultants and affiliates (collectively "Representatives") will (1) use the disclosing party's Confidential Information other than for the purpose for which it was disclosed pursuant to this Agreement; or (2) disclose the disclosing party's Confidential Information to any party that is not a party to this Agreement, except (a) to its Representatives provided such Representatives: (i) have a business need to know such information; (ii) are bound to the same level of confidentiality set forth in this Agreement; and (iii) are located in the United States; and (b) to the extent required by law; provided that the disclosing party is notified of any such requirement with sufficient time (if possible) to seek a protective order or other modifications to the requirement.

The recipient agrees to (i) implement appropriate administrative, physical and technical safeguards and internal controls to protect the confidentiality of the disclosing party's Confidential Information; (ii) allow the disclosing party the right to review such safeguards and internal controls; and (iii) provide immediate notice to the disclosing party of any unauthorized uses and disclosures of the disclosing party's Confidential Information.

All Confidential Information shall be delivered to the disclosing party promptly after the termination of this Agreement upon the disclosing party's request provided; however, the parties may retain copies as necessary for purposes of meeting applicable professional standards and/or legal requirements.

The obligations of this section shall not apply to: (i) information which is or becomes public, except through breach of this Agreement; (ii) information which is known, developed or becomes known independently from this Agreement; and (iii) information which is received from a third party which was not prohibited from disclosing such information.

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This section shall survive termination of this Agreement.

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Construction of Agreement. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms in an arms-length process. Accordingly, this Agreement shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared jointly by the parties. All titles of articles or sections under this Agreement are solely for convenience and do not constitute a substantive part of this Agreement. Words importing the singular include the plural and vice versa. Words importing one gender include both genders.

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Governing Law. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement. The federal or state courts located in the Commonwealth of Pennsylvania shall have jurisdiction over all matters arising out of or relating to this Agreement.

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Indemnification. Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees), which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement, or the negligent or intentional acts of the indemnifying party, its employees, agents, consultants, or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which either party may be entitled. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.

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Independent Entities. None of the provisions of this Agreement shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties have any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

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### Insurance.

Each party agrees to maintain during the term of this Agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. Notwithstanding the foregoing, in the event EMRLink Client receives identifiable patient information from Geisinger pursuant to this Agreement, EMRLink Client agrees to also maintain Information Security and Cyber Liability insurance coverage with minimum amounts of \$10 million per occurrence and \$10

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million annual aggregate. If any such insurance coverage is on a "claims-made basis", in the event the policy expires or is terminated, "tail coverage" must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon request, the parties agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).

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Medicare Access to Records. If the services provided under this Agreement have a cost or value of \$10,000 or more over a twelve (12) month period, the parties agree to preserve and provide access to each one's contracts, books, documents, and records to the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives until the expiration of four (4) years after the furnishing of services under this Agreement or as may be provided by regulation from time to time to implement the provisions of the Social Security Act relating to the determination of reasonable costs as a provider of, or a subcontractor of, services under the Medicare program.

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No Waiver. A delay or omission by a party to exercise any right under this Agreement shall not be construed to be a waiver of such right. No waiver by any party of a breach of this Agreement will be deemed a waiver of any subsequent breach. Acceptance of partial payment will be deemed a part payment on account and will not constitute an accord and satisfaction.

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Nondiscrimination. Each party agrees to comply with all applicable Federal, state and local laws respecting discrimination. The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-741.5(a), 41 C.F.R. § 60-250.5(a), 41 C.F.R. § 60-300.5(a), and 29 C.F.R. § 471 Appendix A to Subpart A (Executive Order 13496), as applicable. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Further, each party agrees it will not discharge or in any other manner discriminate against their employees or applicants because those employees or applicants have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant of their employer. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. Each party shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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Non-Solicitation. EMRLink Client agrees not to solicit, directly or through a third party, any employee of Geisinger or its affiliate for employment or as an independent contractor for a period of two (2) years following said employee's final work date at Geisinger. EMRLink Client further agrees that in the event EMRLink Client solicits an employee of Geisinger or its affiliate, EMRLink Client shall pay to Geisinger, within thirty (30) days upon demand by Geisinger, an amount equal to two (2) times the annual salary of said employee, regardless of position or specialty.

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Notices. All notices and communications related to this Agreement must be in writing and will be deemed given: (i) when personally delivered, (ii) upon confirmation of a facsimile transmittal, or (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, addressed as follows or to such other person, fax and/or address as the party to receive may designate by notice to the other.

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Notification of Incidents. Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement that could negatively impact the other party in order to permit the timely and appropriate evaluation, determination of responsibility, and opportunity for mitigation. The parties agree to cooperate with each other as may be necessary to resolve such matters. Notwithstanding the above, none of the parties shall be required to provide the other party with copies of patient safety materials as defined in the Pennsylvania Patient Safety Act, to the extent that releasing the same would waive any legal privilege applicable to said materials.

The Pennsylvania Breach of Personal Information Notification Act ("Act 94") was enacted to protect individuals' personal information. Notwithstanding anything in this Agreement to the contrary, if EMRLink Client requires an individual's Personal Information (as defined under Act 94) to be transferred from Geisinger, EMRLink Client shall ensure its employees, agents and/or subcontractors use appropriate encryption or redaction to protect such Personal Information from being accessed and/or acquired in an unauthorized manner. EMRLink Client further agrees to: (i) immediately notify Geisinger upon the discovery of any incidents or occurrences where Personal Information has been accessed and/or acquired in an unauthorized manner; (ii) cooperate with Geisinger as requested by Geisinger so that Geisinger may provide notification to those individuals whose Personal Information was accessed and/or acquired in such unauthorized manner; and (iii) cover any costs, losses or damages incurred by Geisinger due to Personal Information being accessed and/or acquired in an unauthorized manner while in the possession of EMRLink Client or its employees, agents and/or subcontractors.

This section shall survive the termination of this Agreement.

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Promotional Materials. Except as otherwise stated in this Agreement, each party agrees not to use the name, trademark, service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party prior to the release of any such material.

## **GEISINGER SYSTEM SERVICES EMRLink Client Agreement Guide**

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Release of Information. The provisions of this Agreement are confidential and protected from disclosure to a third party, other than its agents, attorneys, consultants and designees, unless disclosure is required by law, or said third party is bound to the same level of confidentiality set forth in this Agreement.

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Severability. In the event any provision of this Agreement is rendered invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the Agreement to comply with the requirements of law. If the parties fail to reach such an amendment satisfying each of the parties within ninety (90) days' following a written request by one of the parties, then any party may terminate this Agreement upon thirty (30) days' written notice, without further obligation or penalty, financial or otherwise, to the other parties.

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Unforeseen Circumstances. None of the parties will be deemed in violation of this Agreement if prevented from performing any of its duties and responsibilities under this Agreement for circumstances beyond its reasonable control. In the event any party is unable to perform its duties and responsibilities due to said circumstances, the other party has the right to terminate this Agreement upon written notice to the affected party.

Last Revised: 8/26/19



# **GEISINGER SYSTEM SERVICES EMRlink Client Agreement Guide**

## **Attachment B**

### **EMRLink Terms & Conditions of Use - User Agreement**

**YOU MUST READ AND ACCEPT THE FOLLOWING TERMS AND CONDITIONS OF USE BEFORE USING THE EMRLink SITE (HEREAFTER REFERRED TO AS THE "SITE").**

GEISINGER SYSTEM SERVICES MAY PERIODICALLY UPDATE THESE TERMS AND CONDITIONS. YOUR ONGOING USE OF THIS SITE REPRESENTS YOUR ACCEPTANCE OF THOSE CHANGES. YOU MAY VIEW THE MOST CURRENT VERSION THROUGH THE LINK THAT APPEARS ON THE BOTTOM OF THE LANDING PAGE ON THE EMRLink WEB SITE.

#### **USE OF CONTENT**

This Site is designed for use by physicians, other healthcare professionals and their authorized staff to facilitate the secure transfer of Protected Health Information as defined at 45 CFR 160.103 and knowledge to coordinate treatment and medical care for our mutual patients.

#### **PATIENT PRIVACY & CONFIDENTIALITY**

The user understands and agrees that in the performance of their duties they are required to comply with federal and state laws and regulations regarding privacy (including without limitation the Health Insurance Portability and Accountability Act of 1996) and must hold Protected Health Information in confidence. The user has a need to access Protected Health Information provided in EMRLink and agrees to only review patient information on a need to know basis. A breach of confidentiality occurs when the user inappropriately accesses or discloses Protected Health Information where there is not a need to know or a need to pass the Protected Health Information to others. This means that unless the user needs the Protected Health Information to perform his or her job, the user should not access, disclose or discuss Protected Health Information with anyone. This includes Protected Health Information about the user, family members, friends and co-workers.

#### **USER ID, PASSCODE, AND ID VERIFICATION**

The user understands that they will be assigned a User ID & a one-time use activation code. The user agrees to immediately select and enter a new passcode known only to them. The user understands they may change their passcode at any time and will do so when prompted. The user understands that they are to be the only individual using and in possession of their confidential passcode and ID verification token. The user is aware that the User ID, passcode, and ID verification are equivalent to their signature. Also, the user is aware that they are responsible for any use of the system utilizing their User ID, passcode, and ID verification. This includes data entered, viewed, printed or otherwise manipulated. If the user has reason to believe that their passcode and/or ID verification token has been compromised they will report this information to Geisinger Systems Services and they will also immediately change their passcode or arrange for re-enrollment of the ID verification token by calling the Service Desk at 570-271-8092.

#### **BREACH OF AGREEMENT**

A violation of professional standards for the protection of patient confidentiality is a violation of professional ethics and may be reportable to the State Board of Medical Education and Licensure. Any violations of this agreement are considered serious and will result in termination

# **GEISINGER SYSTEM SERVICES**

## **EMRlink Client Agreement Guide**

of use & may include civil and/or criminal actions against the individual user and their employer/contractor. Your personal liability for any violation of this policy will continue indefinitely.

### **PROPRIETARY SOFTWARE**

The Site software is proprietary and is to be used only by authorized users. Any unauthorized use, copying, infringement, or other form of dissemination of the Protected Health Information contained in this proprietary resource, including screen displays, is strictly prohibited. Other software accessible from this Site may contain additional & separate rules for use and are incorporated into this agreement by reference.

### **HOLD HARMLESS**

Geisinger System Services will only maintain the web access application. All other maintenance, including but not limited to connectivity and devices, will remain the responsibility of the user. YOU AGREE THAT GEISINGER SYSTEM SERVICES PROVIDES NO WARRANTY OR ASSURANCES OF ANY KIND TO THE USER, EXPRESSED OR IMPLIED, REGARDING THE CONTINUITY, AVAILABILITY, ACCURACY, CHARACTERISTICS OR PERFORMANCE OF THIS SITE.

### **INDEMNIFICATION**

The user agrees to indemnify, defend and hold harmless Geisinger System Services, its employees, affiliates, contractors, agents and assigns against any and all actions, suits, claims, demands and fines whatsoever including third party and/or patient actions that may result from acts or omissions of the user, its employer, employees, affiliates, contractors, agents and permitted assigns in the access to, disclosure, use or disposal of Protected Health Information provided by Geisinger System Services under this Site.

### **TERM & TERMINATION**

- This Agreement takes affect when accepted and will be in effect for one year. After that time, this Agreement shall automatically renew for additional one-year periods.
- This agreement will terminate when a breach has occurred or at the request of either party (e.g., user no longer treats Geisinger patients, changes employment, loss of license). When this Agreement ends Geisinger System Services will revoke applicable Site access. I understand that Geisinger System Services may stop me from using the Service at any time without notice.

### **GOVERNANCE**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Additionally, the pages on this site are subject to the Geisinger System Services website's general terms and conditions as set forth at

<https://www.geisinger.org/about-geisinger/corporate/corporate-policies/terms-of-use>

# GEISINGER SYSTEM SERVICES EMRlink Client Agreement Guide

## EMRlink User Access Agreement/General Provisions

1. I am entering into this User Access Agreement ("Agreement") as an Authorized User (an individual), as per the definitions included in the User Agreement. The User Agreement provided me is also part of this Agreement, and I understand the User Agreement may be updated from time to time. I agree to comply with everything in the User Agreement.
2. I understand I may change my passcode at any time and agree to do so when asked to do so to protect the information.
3. I understand that I am the only one allowed to use my passcode and ID verification. I agree that if I believe my passcode is no longer secure, I will change the passcode and notify Geisinger System Services immediately. If my ID verification has been compromised (e.g. mobile device or hardware token is lost or stolen), I will notify Geisinger System Services immediately.
4. I need to access Protected Health Information provided by the EMRlink Service ("the Service") to provide continuing medical care. I agree to hold all Protected Health Information I get through the Service as confidential forever.
5. I understand that getting or giving away Protected Health Information when there is not a need to know breaks the rules of confidentiality. I will not look at any Protected Health Information through the Service unless I need the Protected Health Information to help care for a patient. I will not talk about or pass on the Protected Health Information I access to anyone unless they also have a need for it or are required to receive it by law. This includes, but is not limited, Protected Health Information about family members, friends, coworkers or me.
6. I understand that not following the rules of patient confidentiality is a serious offense and may result in civil and/or criminal action. Breaking the rules of patient confidentiality is also a violation of medical ethics and that action will be reported to the State Board of Medical Education and Licensure. I understand my personal liability for not following these rules will continue forever.
7. I will not change the Service software in any way. I will let Geisinger System Services know if I believe that this has happened. If I suspect any problems with the Service, I will stop using it immediately and report the problem to my agent for the EMRlink Client.
8. I understand that the Service belongs to Geisinger System Services and can only be used by Authorized Users. Any use, copying, or other form of giving out the Protected Health Information contained in the Service is not allowed and may result in legal action against me.
9. I understand that Geisinger System Services may stop me from using the Service at any time without notice.
10. This Agreement takes effect when accepted and will be in effect for one year. After that time, this Agreement shall automatically renew for additional one-year periods.

**By clicking "Accept", I signify that I have read and agree to comply with the above EMRlink User Access Agreement and EMRlink Terms & Conditions of Use. Any questions I had, have been answered.**

Accept  Cancel

# **GEISINGER SYSTEM SERVICES EMRlink Client Agreement Guide**

## **EMRLink User General Provisions**

Amendment/Entire Agreement/Multiple Originals. This Agreement, together with any attachments or exhibits, sets forth the entire Agreement among the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement, are of no force or effect. Except as otherwise expressly stated herein, this Agreement may not be amended except by a writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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Assignment. Neither this Agreement nor any portion of this Agreement may be assigned or delegated by any party without the prior written consent of the other parties unless: (i) otherwise allowed hereunder, or (ii) upon thirty (30) days prior written notice, assigned or delegated to a party controlled by, in control of, or under common control with the assigning party; provided such party is located in the United States. Any purported assignment or delegation in violation of this section is void. This Agreement binds and benefits the parties and their permitted successors and assigns.

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Certification Regarding Debarment. The parties certify, to the best of their knowledge and belief, after due inquiry using industry standards, that the parties and/or any of their principals: (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency; and (ii) have not been convicted of a criminal offense related to the provision of health care items or services. Industry standards shall include, but not be limited to, performing monthly exclusion checks on federal and state exclusion databases for its employees, agents and contractors performing its duties under this Agreement. Upon request, each party shall provide the other party documentation evidencing such completed exclusion checks and compliance with this Section. During the term of this Agreement, the parties shall provide immediate written notice to the other parties if any party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. In the event any party's certification is or becomes erroneous, the other party may terminate this Agreement immediately upon notice.

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Compliance. During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards"). The Applicable Laws and Standards shall include, but not be limited to, state and federal privacy and security laws related to the use and disclosure of health and medical information, the requirements of the Department of Health ("DOH"), The Joint Commission and the National Committee on Quality Assurance ("NCQA"), as applicable.

Revised: September 20, 2020

## **GEISINGER SYSTEM SERVICES EMRlink Client Agreement Guide**

None of the parties will, at any time, remunerate the other parties directly or indirectly for the referral, the inducement of a referral, or for the arranging of a referral of a Medicare or Medicaid patient. Nothing in this Agreement is intended to require or induce any party to refer any Medicare or Medicaid patient to the other parties.

EMRlink User warrants that it either: (i) has developed and implemented a written Identity Theft Prevention Program ("Program") designed to detect, prevent, and mitigate identity theft in connection with any person whose information is used and/or disclosed under this Agreement and is susceptible to identity theft; or (ii) will comply with Geisinger's Program (incorporated herein by reference) while performing its duties set forth in this Agreement which can be accessed at: <https://www.geisinger.org/about-geisinger/Corporate/vendor-relations> . EMRlink User's Program shall comply with the Red Flag Rules under the Fair and Accurate Credit Transactions Act of 2003.

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Confidentiality of Business Information. The parties agree to hold in confidence all materials, documents and information disclosed to it by any party pursuant to this Agreement, including, without limitation, information relating to its sales, customers, students, business, finances, products, practices and techniques ("Confidential Information"). Except as expressly provided herein, neither the recipient nor its agents, attorneys, consultants and affiliates (collectively "Representatives") will (1) use the disclosing party's Confidential Information other than for the purpose for which it was disclosed pursuant to this Agreement; or (2) disclose the disclosing party's Confidential Information to any party that is not a party to this Agreement, except (a) to its Representatives provided such Representatives: (i) have a business need to know such information; (ii) are bound to the same level of confidentiality set forth in this Agreement; and (iii) are located in the United States; and (b) to the extent required by law; provided that the disclosing party is notified of any such requirement with sufficient time (if possible) to seek a protective order or other modifications to the requirement.

The recipient agrees to (i) implement appropriate administrative, physical and technical safeguards and internal controls to protect the confidentiality of the disclosing party's Confidential Information; (ii) allow the disclosing party the right to review such safeguards and internal controls; and (iii) provide immediate notice to the disclosing party of any unauthorized uses and disclosures of the disclosing party's Confidential Information.

All Confidential Information shall be delivered to the disclosing party promptly after the termination of this Agreement upon the disclosing party's request provided; however, the parties may retain copies as necessary for purposes of meeting applicable professional standards and/or legal requirements.

The obligations of this section shall not apply to: (i) information which is or becomes public, except through breach of this Agreement; (ii) information which is known, developed or becomes known independently from this Agreement; and (iii) information which is received from a third party which was not prohibited from disclosing such information.

This section shall survive termination of this Agreement.

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# **GEISINGER SYSTEM SERVICES**

## **EMRlink Client Agreement Guide**

Construction of Agreement. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms in an arms-length process. Accordingly, this Agreement shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared jointly by the parties. All titles of articles or sections under this Agreement are solely for convenience and do not constitute a substantive part of this Agreement. Words importing the singular include the plural and vice versa. Words importing one gender include both genders.

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Governing Law. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement. The federal or state courts located in the Commonwealth of Pennsylvania shall have jurisdiction over all matters arising out of or relating to this Agreement.

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Indemnification. Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees), which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement, or the negligent or intentional acts of the indemnifying party, its employees, agents, consultants, or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which either party may be entitled. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.

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Independent Entities. None of the provisions of this Agreement shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties have any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

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### Insurance.

Each party agrees to maintain during the term of this Agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. Notwithstanding the foregoing, in the event EMRLink User receives identifiable patient information from Geisinger pursuant to this Agreement, EMRLink User agrees to also maintain Information Security and Cyber Liability insurance coverage with minimum amounts of \$10 million per occurrence and \$10 million annual aggregate. If any such insurance coverage is on a "claims-made basis", in the event the policy expires or is terminated, "tail coverage" must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon request, the parties agree to provide one another with a Certificate of Insurance

## **GEISINGER SYSTEM SERVICES EMRlink Client Agreement Guide**

evidencing said insurance covering such liability with an insurer AM Best rated A or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).

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Medicare Access to Records. If the services provided under this Agreement have a cost or value of \$10,000 or more over a twelve (12) month period, the parties agree to preserve and provide access to each one's contracts, books, documents, and records to the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives until the expiration of four (4) years after the furnishing of services under this Agreement or as may be provided by regulation from time to time to implement the provisions of the Social Security Act relating to the determination of reasonable costs as a provider of, or a subcontractor of, services under the Medicare program.

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No Waiver. A delay or omission by a party to exercise any right under this Agreement shall not be construed to be a waiver of such right. No waiver by any party of a breach of this Agreement will be deemed a waiver of any subsequent breach. Acceptance of partial payment will be deemed a part payment on account and will not constitute an accord and satisfaction.

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Nondiscrimination. Each party agrees to comply with all applicable Federal, state and local laws respecting discrimination. The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-741.5(a), 41 C.F.R. § 60-250.5(a), 41 C.F.R. § 60-300.5(a), and 29 C.F.R. § 471 Appendix A to Subpart A (Executive Order 13496), as applicable. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Further, each party agrees it will not discharge or in any other manner discriminate against their employees or applicants because those employees or applicants have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant of their employer. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. Each party shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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Non-Solicitation. EMRLink User agrees not to solicit, directly or through a third party, any employee of Geisinger or its affiliate for employment or as an independent contractor for a period of two (2) years following said employee's final work date at Geisinger. EMRLink User

## **GEISINGER SYSTEM SERVICES EMRlink Client Agreement Guide**

further agrees that in the event EMRLink User solicits an employee of Geisinger or its affiliate, EMRLink User shall pay to Geisinger, within thirty (30) days upon demand by Geisinger, an amount equal to two (2) times the annual salary of said employee, regardless of position or specialty.

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Notices. All notices and communications related to this Agreement must be in writing and will be deemed given: (i) when personally delivered, (ii) upon confirmation of a facsimile transmittal, or (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, addressed as follows or to such other person, fax and/or address as the party to receive may designate by notice to the other.

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Notification of Incidents. Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement that could negatively impact the other party in order to permit the timely and appropriate evaluation, determination of responsibility, and opportunity for mitigation. The parties agree to cooperate with each other as may be necessary to resolve such matters. Notwithstanding the above, none of the parties shall be required to provide the other party with copies of patient safety materials as defined in the Pennsylvania Patient Safety Act, to the extent that releasing the same would waive any legal privilege applicable to said materials.

The Pennsylvania Breach of Personal Information Notification Act ("Act 94") was enacted to protect individuals' personal information. Notwithstanding anything in this Agreement to the contrary, if EMRLink User requires an individual's Personal Information (as defined under Act 94) to be transferred from Geisinger, EMRLink User shall ensure its employees, agents and/or subcontractors use appropriate encryption or redaction to protect such Personal Information from being accessed and/or acquired in an unauthorized manner. EMRLink User further agrees to: (i) immediately notify Geisinger upon the discovery of any incidents or occurrences where Personal Information has been accessed and/or acquired in an unauthorized manner; (ii) cooperate with Geisinger as requested by Geisinger so that Geisinger may provide notification to those individuals whose Personal Information was accessed and/or acquired in such unauthorized manner; and (iii) cover any costs, losses or damages incurred by Geisinger due to Personal Information being accessed and/or acquired in an unauthorized manner while in the possession of EMRLink User or its employees, agents and/or subcontractors.

This section shall survive the termination of this Agreement.

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Promotional Materials. Except as otherwise stated in this Agreement, each party agrees not to use the name, trademark, service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party prior to the release of any such material.

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Release of Information. The provisions of this Agreement are confidential and protected from disclosure to a third party, other than its agents, attorneys, consultants and designees, unless



## **GEISINGER SYSTEM SERVICES EMRlink Client Agreement Guide**

disclosure is required by law, or said third party is bound to the same level of confidentiality set forth in this Agreement.

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Severability. In the event any provision of this Agreement is rendered invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the Agreement to comply with the requirements of law. If the parties fail to reach such an amendment satisfying each of the parties within ninety (90) days' following a written request by one of the parties, then any party may terminate this Agreement upon thirty (30) days' written notice, without further obligation or penalty, financial or otherwise, to the other parties.

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Unforeseen Circumstances. None of the parties will be deemed in violation of this Agreement if prevented from performing any of its duties and responsibilities under this Agreement for circumstances beyond its reasonable control. In the event any party is unable to perform its duties and responsibilities due to said circumstances, the other party has the right to terminate this Agreement upon written notice to the affected party.

Last Revised: 8/26/19