

COMPREHENSIVE REMOTE ACCESS AGREEMENT
FOR PRIVATE MEDICAL PRACTICES OR NURSING HOMES

THIS COMPREHENSIVE REMOTE ACCESS AGREEMENT ("Agreement") between MAIN LINE HEALTH, INC. ("MLH") in its own capacity and as agent for its affiliates, including Main Line Hospitals, Inc., Riddle Memorial Hospital, and Bryn Mawr Rehabilitation Hospital (each, a "Hospital" and collectively the "Hospitals"), HomeCare & Hospice and [Private Medical Practice or Nursing Home] _____ ("Provider") is entered into as of _____, 20__.

BACKGROUND

A. MLH and the organizations under its ownership and control, including the Hospitals, are participants in an integrated healthcare delivery system known as the "Main Line Health System."

B. MLH maintains certain clinical and other information systems to support the operations of the Hospitals and its affiliates ("Information Systems") including automated medical records systems containing data on former and current patients of the Hospitals ("Patients").

C. MLH has the ability to provide to certain private medical practices and/or nursing homes remote access to the Information Systems for the purpose of allowing access to the Information Systems for the sole purpose of facilitating the treatment and management and billing of such Provider's patients who are also patients of one or more of the Hospitals, such access to be provided solely as set forth in this Agreement

D. The Provider employs or otherwise engages licensed physicians (i) who are members in good standing of the Hospital's medical staff and who treat patients who are currently or have been in the past the patients of MLH ("MLH Staff Physicians") or (ii) who, while not members of the Hospital's medical staff ("Non-MLH Staff Physicians"), treat patients who are currently or have been in the past the patients of MLH (in the case of (i) or (ii), "Physicians"). The Provider also engages certain Authorized Personnel (as defined in Section 2 below).

E. The Provider wishes the Physicians and Authorized Personnel to have remote access to the Information Systems for the sole purpose of facilitating the treatment and management and billing of the Provider's patients who are also patients of one or more of the Hospitals and for no other purpose.

F. MLH is willing to permit the Provider's Physicians and Authorized Personnel such remote access in accordance with the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, MLH and the Practice agree as follows:

1. TERM. This Agreement shall commence as of the ___ day of _____, 20__ and shall continue in full force and effect for a period of one year, subject to earlier termination pursuant to Section 10 hereof. The term shall automatically renew from year to year, subject to earlier termination pursuant to Section 10 hereof.

2. ACCESS. MLH hereby grants the Provider, solely for use by the Physicians and Authorized

Personnel, a revocable, non-exclusive right to access the Information Systems from one or more remote locations (i.e. locations that are not within any of the Hospitals) for the sole purpose of facilitating the treatment and management and billing of the Provider's patients who are also patients of one or more of the Hospitals and for no other purpose ("Permitted Purpose"). For purposes of this Agreement, "Authorized Personnel" means any individual (other than Physicians) identified in writing by the Provider and represented by the Provider (a) to be employed by the Provider or to be engaged by the Provider to provide billing services to the Provider ("Billing Entity") or to be a physician who does not have medical staff privileges with one of the Hospitals but who has one or more patients who are being treated at one of the Hospitals, (b) to have signed the confidentiality agreement attached hereto as Exhibit A, (c) need access to the Information Systems to provide healthcare or administrative support for the Permitted Purpose as part of his or her employment with or engagement by the Provider, (d) in the case of each Billing Entity to have signed an appropriate Business Associate Agreement with the Provider that is sufficient to comply with all Laws and Regulations (as defined in Section 3(A) below), and (e) who have been approved by MLH for such access hereunder. Upon execution of this Agreement, the Provider shall submit to MLH for its approval request forms in the format required by MLH for all Provider personnel and Non MLH Staff Physicians and any Billing Entity personnel as to whom the Provider would like remote access to be available. Such submission shall include originals of confidentiality agreements executed by each of the persons (other than MLH Staff Physicians) whom the Provider desires to have designated and approved as Authorized Personnel hereunder. Billing Entities shall also be required to sign MLH's form of Remote Access Agreement for Third Party Business Associates, including submitting executed confidentiality agreements as required there under. MLH shall have the right, in its reasonable discretion, to request further information about any person submitted for such designated status and upon such a request, the Practice shall promptly provide the requested information. If MLH objects to any particular person whose name the Provider has submitted, MLH shall notify the Provider. Immediately upon the termination or resignation of any Authorized Personnel or Non MLH Staff Physician from the Provider's employment or engagement, the Provider must notify MLH in writing so that MLH can terminate the access of such person to the Information Systems. Furthermore, annually MLH shall provide to the Provider a list of the current Approved Personnel and within ten (10) business days of the Provider's receipt of such list, the Provider shall update the list, if necessary, to remove anyone listed as Authorized Personnel or Non MLH Staff Physician who is no longer employed with or engaged by the Provider or no longer meets the criteria for Authorized Personnel. The Provider shall sign the list and return it to MLH within such ten (10) business day period. Whenever the Provider hires or otherwise engages additional personnel whom it desires to have remote access hereunder, the Provider shall promptly complete and return to MLH the request form and confidentiality form described above. The Provider's submission of a request for Authorized Personnel status for any of its personnel (whether employed or engaged, and including Non MLH Staff Physicians) shall constitute a representation from the Provider to MLH that such personnel meet all of the requirements necessary for Authorized Personnel status subject only to approval of MLH. No information obtained by using the remote access shall be disclosed by the Provider, the Physicians or any Authorized Personnel to any person or entity except in full compliance with this Agreement and in full compliance with all applicable Laws and Regulations. The authorized remote access for the Permitted Purpose as set forth in this Agreement is referred to as the "Remote Access."

Upon receipt by MLH of the Provider's request (containing its representations as required above) for Remote Access for certain employees and of the signed confidentiality agreements, MLH shall accept or reject each such remote access request. As to those that it accepts, MLH shall sign the confidentiality agreement and return it to the Provider. MLH shall thereafter deliver to the Provider a two factor authentication method (or such other updated method of authentication as MLH implements from time to time) and any Remote Access instructions MLH deems useful. If different authentication methods are required by MLH for access to different portions of the Information Systems, then MLH may require a separate request and separate confidentiality agreement for each such portion of the Information Systems, or MLH may, if it determines administratively feasible for itself, in its sole discretion, permit a single request and a single confidentiality agreement for each such person for whom Provider desires access hereunder.

3. COMPLIANCE WITH LAWS AND REGULATIONS; INDEMNIFICATION.

(A) The Provider and Authorized Personnel shall comply with all federal, state and local laws, regulations, ordinances and accreditation and professional guidelines pertaining to patient rights, the confidentiality of patient information and the release of medical records, including without limitation the Health Insurance Portability and Accountability Act as amended from time to time ("Laws and Regulations") in connection with and as a condition of the right to use the Remote Access.

(B) The Provider: Indemnification. The Provider shall be responsible for the breach of Laws and Regulations by the Provider's directors, officers, Physicians, employees, agents, contractors and subcontractors (including Billing Entities and their employees, contractors and agents), whether Authorized Personnel or not (collectively, the "Representatives") and shall be responsible for any unauthorized or improper access to the Information Systems (i) by any of its Representatives or (ii) due to the negligence or misconduct of any of its Representatives or (iii) due to the failure of the Provider to safeguard authentication methods, passwords or any other means of access provided to the Provider by MLH or provided by MLH or the Provider to any of the Provider's Representatives or to anyone else, or (iv) any violation of this Agreement by the Provider or any of its Representatives, in each case of (i) through (iv) above whether intentionally or inadvertently (each of the foregoing being referred to as an "Unauthorized/Improper Access"). The Provider shall defend, indemnify and hold harmless MLH and the Hospitals and their respective officer, directors, trustees, employees, agents and affiliates for all claims, liabilities, damages, costs and expenses (including reasonable attorneys' and experts' fees and expenses) fines, penalties, judgments and settlements, attributable to (x) any Unauthorized/Improper Access or (y) any breach of this Agreement by the Provider or any of its Representatives.

(C) Insurance. The Provider shall carry general liability insurance in commercially reasonable amounts (but in any case no less than \$1,000,000 per occurrence), covering, among other things, its contractual obligation to indemnify MLH and its affiliates as provided above, whether by policy endorsement or otherwise. Such insurance shall be written on an occurrence basis and with a company or companies qualified to do business in the Commonwealth of Pennsylvania. MLH shall be named as an additional insured on the Provider's general liability insurance policy. The Provider shall provide to MLH certificates of insurance and copies of the relevant insurance policies evidencing such coverage from time to time upon the request of MLH.

The Provider shall provide MLH with immediate written notice if the required insurance coverage is cancelled without replacement by the same or substantially similar coverage or is otherwise materially adversely modified.

4. SECURITY AND CONFIDENTIALITY-AGREEMENTS.

(A) MLH shall assign Authorized Personnel a unique identification number ("ID Number") to use, sign-on and access the Information Systems. (Identification numbers are assigned to Physicians when they obtain their medical staff privileges.) It is understood that no individual who is issued an ID Number may (i) share the number or password information with anyone else or (ii) use anyone else's ID Number or password information to use the Remote Access or access or use the Information Systems, or use the ID Number in any manner or for any purpose whatsoever other than directly as part of the Permitted Purpose. Upon a breach or suspected breach by the Provider or any other Authorized Personnel, MLH may, among other things, immediately terminate the ID Number of the person or persons suspected of such breach thus effectively terminating such person's Remote Access and such termination shall be without liability on the part of MLH to the Provider or to the person or persons whose ID Number has been so terminated. Furthermore, the Provider acknowledges that the provision of an ID Number and remote access to the Information Systems is not a right held by the Provider and Authorized Personnel or Physicians but a convenience being provided to them by MLH to facilitate the treatment and management of MLH patients. Accordingly, MLH may terminate such remote access rights at any time without liability on the part of MLH to the Provider or the Authorized Personnel or any Physicians.

(B) All Authorized Personnel who have access to the Information Systems by remote access provided herein shall individually sign a Confidentiality Agreement, which shall set forth each individual's commitment to comply with this Agreement and the Laws and Regulations in using the Information Systems via remote access.

- (i) The Provider represents and warrants to MLH, as a condition of this Agreement, that all of the Physicians have already signed the confidentiality agreement as part of their medical staff privileges at one or more of the Hospitals, provided however that if the Provider's Physicians do not have medical staff privileges with any of the Hospitals, then the Provider covenants that its Physicians will sign the confidentiality agreement simultaneously with the Provider's execution of this Agreement. In all cases, the Provider covenants to cooperate with MLH in obtaining current executed confidentiality agreements from all of the Physicians to the extent not already executed and delivered and currently in effect and shall, within three months of signing this Agreement, deliver to MLH current executed originals of confidentiality agreements for each of the Non MLH Staff Physicians.
- (ii) All Authorized Personnel shall sign a Confidentiality Agreement substantially in the form of **Exhibit "A"** attached hereto.

5. PROPRIETARY/CONFIDENTIAL INFORMATION. The Information Systems contain highly confidential personal, clinical and other information, including names, addresses, financial

information, reports, interpretations, records, documents and other data relating to Patients. It is understood that all such information is the sole property of MLH and its affiliates, and the Provider covenants and agrees to maintain the confidentiality thereof in accordance with this Agreement and all Laws and Regulations and to use the remote access provided herein and the information obtained by such remote access solely for the Permitted Purpose and only in accordance with all applicable Laws and Regulations. In furtherance of the foregoing, the Provider represents and warrants to MLH that the Provider is a “covered entity” under HIPAA and that all Billing Entities of the Provider who are provided with Remote Access hereunder are “business associates” of the Provider under HIPAA and have executed and delivered to Provider a business associate agreement as required by HIPAA and that such business associate agreement is still in effect and that the business associate has not breached such agreement or defaulted there under. A true, complete and correct copy of such executed business associate agreement between Provider and the Billing Entity shall be promptly provided to MLH upon its request from time to time.

6. EQUIPMENT; USER FEES

(A) The Provider shall be responsible to purchase any equipment necessary in connection with accessing the Information Systems through the remote access provided herein. It is the responsibility of the Provider at its sole cost and expense and not of MLH to ensure that the Provider’s information systems work properly with the Information Systems to provide remote access. **The Provider represents and warrants, as a condition of this Agreement, that neither the Provider, any Physicians employed by or associated with the Provider or any Authorized Personnel, shall utilize remote access from a cell phone, PDA or other similar device.**

(B) MLH reserves the right to charge a user’s fee for remote access to the Information Systems. In such a case, the amount of the fee shall be disclosed to the Provider at least sixty (60) days prior to the imposition of the fee, and the Provider shall have thirty (30) days after the date of such notice to terminate this Agreement in writing in which case the remote access granted herein shall be revoked. MLH also reserves the right to repeal remote access for its own convenience or otherwise, to change some or all of the Information Systems even if that would require the Provider to replace equipment at its own expense if the Provider desired to continue to use remote access after such a change, and/or to take such other steps with respect to the remote access as MLH deems necessary, desirable or prudent in connection with its operations or administration or in order to comply with applicable Laws and Regulations. The Provider is responsible for all cost and expense necessary for it, its Physicians and its Authorized Personnel to utilize the remote access, whether in its current configuration or otherwise.

7. NOTICE OF COMPLAINTS, BREACHES OR SECURITY INCIDENTS. Each party to this Agreement will promptly notify the other party in writing if it receives any complaint regarding potential breaches of this Agreement or of any Laws and Regulations with respect to the access to the Information Systems provided hereunder to the Provider and its Authorized Representatives. If the Provider receives any such complaint, it must notify MLH within three (3) days of the earlier of (a) receiving the complaint, whether such complaint is formal or informal, written or verbal, or (b) the Provider’s actual knowledge of the complaint. The Provider will promptly investigate any written complaint made by MLH regarding the conduct of any Representative, and will report the results of such investigation to MLH within fifteen (15) days of the earlier of (a) or (b) above. The

Provider represents and warrants that its internal policies and procedures comply with HIPAA and covenants to update such internal policies and procedures from time to time as necessary or desirable to comply with HIPAA as amended.

8. AUDITS AND INVESTIGATIONS. MLH reserves the right to audit, from time to time and with or without notice to Provider, remotely or otherwise, use of remote access by the Provider and its Representatives. Such audits will be conducted to ensure compliance with the provisions of this Agreement and the Confidentiality Agreements. If MLH suspects a breach of this Agreement whether based on an audit or otherwise, MLH has the right to investigate such suspected breach and the Provider shall cooperate fully and expeditiously in connection with any such investigation. Pending completion of any investigation involving a suspected breach by a Representative, MLH may suspend the Representative's access to the Information Systems.

9. PHYSICIAN MISCONDUCT. In addition to MLH's other rights and remedies hereunder, concerns regarding a Physician's breach of a Confidentiality Agreement may be referred to Medical Executive Committee of the Hospital for further investigation and handling in accordance with the provisions of the Hospital's Medical Staff Bylaws, provided such Physician holds medical staff privileges at one or more of the Hospitals.

10. DEFAULT AND TERMINATION.

(A) Upon any breach of this Agreement by the Provider or any Representative or the breach of a Confidentiality Agreement by one or more Authorized Personnel or any Physician, MLH shall have the right, but not the obligation, to declare the Provider in default under this Agreement. In such event, MLH shall have the right to terminate this Agreement, immediately upon written notice to the Provider, without prejudice to any other rights or remedies MLH may have hereunder, at law, in equity or otherwise. The Provider, Authorized Personnel, the Representatives and each Physician may also be individually liable to MLH and any third parties for breach of a Confidentiality Agreement.

(B) MLH may terminate this Agreement for its convenience or for any other reason upon no less than thirty (30) days notice to the Provider. MLH reserves the right to temporarily suspend remote access or any other access to some or all of the Information Systems for its convenience, including without limitation to shut down, upgrade, amend or replace the Information Systems or any part thereof.

(C) The Provider shall have the right to terminate this Agreement upon no less than thirty (30) days written notice to MLH if MLH materially breaches this Agreement.

(D) The Provider may terminate this Agreement for its convenience or for any other reason upon no less than thirty (30) days notice to MLH. The Provider shall return to MLH on or before the termination date, all authentication devices (if any). MLH is not responsible for the failure of any authentication device to work or for the loss of any authentication device. Furthermore, MLH has no obligation to provide more than one authentication device to any single Authorized Personnel. MLH may refuse to provide additional authentication devices to any Authorized Personnel who loses or damages an authentication device. MLH may impose a charge

for any replacement authentication devices. It is understood that the provision of the authentication devices and authentication methods and remote access is for convenience only and MLH shall have no liability for the failure of the authentication devices or other authentication methods to work, the failure of the remote access, or any failure or interruption to Remote Access or the Information Systems and the Provider, on behalf of itself and its Physicians and Authorized Personnel and Representatives, hereby releases MLH from all liability regarding same.

11. NO PARTNERSHIP. The parties hereto do not intend to create hereby any partnership or joint venture between themselves with respect to the subject matter hereof.

12. NOTICES. All notices, requests, demands, consents and other communications that are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given upon delivery, if delivered personally, or upon dispatch if either mailed by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express courier service, postage or delivery charges prepaid, addressed to the party to whom notice is required to be given. Any party may change its address for notices by giving notice of a new address to the other party in accordance with this Section.

If to MLH, to:
Main Line Health, Inc.
Information Services Department
Southpoint Two, Third Floor
1180 West Swedesford Road
Berwyn, PA 19312
Attention: IS Security

With a copy to:
Main Line Health, Inc.
Legal Department
c/o Bryn Mawr Hospital
First Floor D Wing
130 South Bryn Mawr Avenue
Bryn Mawr, PA 19010
Attention: General Counsel

If to the Provider, to: **[please complete]**

13. MEDICARE/MEDICAID. Neither party is required to make or influence referrals to, or otherwise generate business for each other as a condition of this Agreement. By entering into this Agreement, the parties do not intend to violate applicable law. At no time shall either of the parties remunerate the other 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 either party to refer any Medicare or Medicaid patient to the other party. No fees or other payments are due hereunder. The remote access arrangement entered into herein is solely for the purpose of facilitating treatment and management of patients of one or more of the Hospitals who are also patients of the Provider, which is intended solely for the patient's benefit.

14. ACCESS TO RECORDS. To the extent required by applicable law, the parties hereto shall keep and maintain, for all applicable periods, all documents, books and other records which are necessary to evidence the nature and extent of costs incurred under this Agreement. Each party shall afford the Comptroller General of the United States or the Secretary of Health and Human

Services or their duly authorized representative's access to all such documents, books and other records. Each party shall respond to requests for information respecting the nature and extent of costs incurred hereunder within 30 days from the date of the request, and shall promptly notify the other party of such requests for information.

15. ASSIGNMENT. Neither this Agreement nor any right, obligation or interest hereunder may be assigned or transferred by the Provider without MLH's prior written consent in its sole and absolute discretion. Any assignment or transfer of this Agreement or of any rights, obligations or interest hereunder made without such consent shall be null and void and shall constitute an automatic termination of this Agreement.

16. GOVERNING LAW. This Agreement and any disputes arising hereunder shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PROVIDER NAME

By: _____
Printed Name: _____
Title: _____

MAIN LINE HEALTH, INC.

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

Confidentiality Agreement*

I am employed by, or an agent of, or am a licensed medical professional (not on the medical staff of any Main Line Health System hospital) who provides medical services through, [insert Name of Provider] ("Provider"). In connection therewith, I may have access to automated information systems (individually and collectively, the "Information Systems"), containing automated confidential personal, clinical and other medical record information ("Confidential Information") of current and former patients ("Patients") of the Main Line Health System ("MLHS"). As a condition to such access, I understand and agree as follows:

1. The Confidential Information, including any personally identifiable information regarding Patients, is highly sensitive. Access to and the use, disclosure or release of Confidential Information is regulated by applicable federal and state laws and regulations, and is protected by applicable law and by the agreement between Provider and MLHS, both of which I am familiar with, and by this Confidentiality Agreement.

2. It is my responsibility to preserve and protect the confidentiality of any Confidential Information I have access to. Accordingly, I will comply with all laws and regulations, as well as with the agreement between MLH and Provider, governing access to Confidential Information, as well as the use, disclosure or release thereof, and the use of the Information Systems.

3. I will be assigned a unique ID Number to sign-on and access the Information Systems, which contains the Confidential Information. I will not share my ID Number or password information with my fellow employees, agents or colleagues, nor will I use anyone else's ID Number or password information to gain access to the Information Systems.

4. I am fully accountable for any information gained from or entered into any the Information Systems under my ID Number and password. I will immediately notify my supervisor and the MLHS Help Desk (484-596-4357) if I suspect someone has gained unauthorized access to my ID Number and password. I am responsible for completely exiting from the Information Systems when I am finished using the terminal or when leaving my work area for an extended period of time, so as to prohibit unauthorized access to a terminal in "active" status.

5. I will only access the Information Systems and Confidential Information with respect to Patients about whom I need to know for business (i.e., reimbursement) or clinical reasons. Likewise, I will discuss Confidential Information only with those who need to know for business or clinical reasons and then only in a manner so as not to be overheard by others. I will not attempt to gain access information or areas of the Information Systems, including information regarding other Patients that are not necessary for the performance on my job or engagement. My privilege to access the Information Systems and Confidential Information is subject to periodic review and approval by each of MLHS and Provider and to the agreement between MLHS and Provider.

6. MLHS reserves the right to audit, remotely or otherwise, my use of the Information Systems to ensure its property utilization as well as compliance with the terms of this Confidentiality Agreement. Suspected breaches will be investigated promptly and my access may be suspended pending any such investigation.

7. Violations of this Confidentiality Agreement may necessitate disciplinary action, up to and including termination of the Provider's privilege to access the Information Systems.

I understand that this Confidentiality Agreement is being given by me for the benefit of MLHS and that MLHS has the right to rely upon this Confidentiality Agreement. I have read this Confidentiality Agreement carefully

and fully understand and appreciate its meaning and agree that I am legally bound by it.

Signature

Date

Printed Name

Main Line Health BS Department #: 484.580.1414

* Physicians who maintain staff privileges with any MLHS Hospital do not need to sign this confidentiality agreement as they have already signed a confidentiality agreement as part of their staff privileges.