

**AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION  
THROUGH AHS CARELINK**

THIS AGREEMENT (this “**Agreement**”) for Access to Protected Health Information (“**PHI**”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2017, between Atlantic Health System, Inc. and its subsidiaries and affiliates (together “**AHS**”) and \_\_\_\_\_ (hereinafter “**Site User**”).

**WHEREAS**, AHS utilizes a certain electronic medical record system and related functionality, called AHS CareLink (“**AHS CARELINK**”), which allows permitted users to access certain patient electronic health records to which they otherwise would not have access;

**WHEREAS**, this Agreement is applicable only in the following two circumstances: (i) to grant access to AHS CARELINK by a non-AHS medical office practice; or (ii) for certain activities that have been approved by AHS for use of AHS CARELINK for unique and special activities, where the “**Site User**” and “**Site Administrator**” is engaged in some capacity by AHS;

**WHEREAS**, AHS will allow these parties to view the AHS electronic health records of patients for the purpose of treatment, payment related activities, certain limited health care operations (e.g., case management and care coordination) and other approved activities (individually, or collectively “**Approved Activities**”) to the extent permitted without authorization in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 (“**HITECH Act**”), certain regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 and certain regulations promulgated pursuant to the HITECH Act (collectively, “**HIPAA**”);

**WHEREAS**, the Site User provides or coordinates professional or other medical services to, or is otherwise involved with Approved Activities involving, patients who are or were AHS patients;

**WHEREAS**, AHS would like to allow access to AHS CARELINK by Site User, and those employed or authorized by Site User, subject to the restrictions and other requirements set forth in this Agreement; and

**WHEREAS**, Site User has agreed to use AHS CARELINK in accordance with this Agreement to improve the quality and efficiency of the medical services Site User provides to patients who receive care at AHS, or to facilitate the processing of payment related activities for health care services received at AHS, to assist with care coordination or to coordinate other Approved Activities, as applicable;

**NOW, THEREFORE**, in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **1. AHS CARELINK ACCESS.**

A. Subject to the terms and conditions of this Agreement, AHS hereby grants Site User non-transferable and non-exclusive access to AHS CARELINK (i) if Site User is a non-AHS medical office practice, to permit its medical providers (each a “Medical Provider), and their employed or affiliated administrative personnel (collectively “Medical Office Authorized Users”), to electronically access and use AHS CARELINK solely for viewing medical records, images and content related to the provision of healthcare to patients of such Medical Providers; or (ii) if Site User is coordinating other Approved Activities, to permit the personnel employed by those entities involved in such Approved Activities (collectively “Approved Activities Authorized Users”) to electronically access and use AHS CARELINK solely for viewing medical records for purposes of the Approved Activities (“Medical Office Authorized Users” and “Approved Activities Authorized Users” individually and collectively “Authorized Users”).

B. Site User understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each individual Authorized User by AHS, and that each Authorized User shall be prohibited from using another Authorized User’s access code to access and/or use AHS CARELINK or permitting any other party, including another Authorizer User, to use the unique access code provided to a particular Authorized User. For clarity, unique access codes may not be shared among Authorized Users, with third parties, or otherwise for any reason.

C. Site User agrees that AHS may terminate individual Authorized Users’ access and/or access to the entire AHS CARELINK Site at any time for any reason without penalty, regardless of any effect such termination may have on Site User’s operations.

D. Unless otherwise agreed by AHS, Site User acknowledges and agrees that any hardware, software, network access or other components necessary for Site User to access and use AHS CARELINK must be obtained separately by Site User. AHS shall not be responsible for the procurement, installation or maintenance of any necessary components, and AHS makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Site User and paid directly to the suppliers of the components.

E. Site User and its medical providers are solely responsible for the professional decisions, judgments, treatments, diagnoses and services delivered to their patients. Neither AHS nor any of its officers, directors, employees, affiliates, agents or other representatives shall be liable or responsible in any way to any party or person for any act or omission of Site User in connection with its obligations to its patients.

F. Only to the extent such right is expressly granted by AHS, Site User may add its own data to AHS CARELINK, but agrees it shall not modify or delete any data that AHS has entered into AHS CARELINK. All entries from a Site User will only supplement AHS CARELINK. In the event a patient requests an amendment to the data entered by Site User, Site User shall be responsible, in accordance with Site User’s policies and procedures, to make such amendment.

## **2. USE OR DISCLOSURE OF PHI.**

A. Neither Site User nor any Authorized User shall use or disclose protected health information (“PHI”) obtained through AHS CARELINK in any manner that would constitute a violation of federal law, including, but not limited to, HIPAA, or state law, including but not limited to state laws governing specially protected PHI, such as mental health information and HIV information. Site User shall ensure that its directors, officers, employees, contractors, representatives and agents, or those to whom Site User grants access pursuant to this Agreement, use (access) and disclose PHI obtained through AHS CARELINK only in accordance with the provisions of this Agreement and federal and state law. Site User shall not disclose PHI in any manner other than as permitted by this Agreement. Site User further agrees that all information accessed through AHS CARELINK will be maintained in the strictest confidentiality and in the same manner as Site User safeguards the confidentiality of other patient care records, or as required by state and federal law.

B. Site User and each Authorized User agree to implement and utilize AHS CARELINK solely for the purposes of treatment, payment related activities, and/or limited health care operations (e.g., case management and care coordination) relevant to their mutual patient, or other Approved Activities, as appropriate, to the extent permitted without patient authorization by HIPPA.

C. Site User agrees that it will implement all appropriate technical, administrative and physical safeguards to prevent unauthorized use or disclosure of PHI. Site User agrees to comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future.

D. Site User shall use AHS CARELINK to access patient records consistent with the minimum necessary requirements of HIPAA and its implementing regulations. Site User is solely responsible for ensuring that its Authorized Users request and access only the minimum necessary information relevant to carrying out their duties to the patients at issue.

E. The duties outlined in this Section 2 shall survive the termination of this Agreement.

## **3. PROCESS FOR REQUESTING AHS CARELINK ACCESS – Medical Office Practice.**

[This Section 3 applies only to non-AHS medical practices]

A. Site User shall designate one individual employed by Site User to be the “Site Administrator” for administering access to AHS CARELINK by Medical Office Authorized Users. Site User shall provide AHS with the name and direct contact information for the Site Administrator, as well as for its Privacy Officer (who may be the same individual as the Site Administrator), and shall notify AHS of any change in such contact(s). The Site Administrator is

responsible for coordinating with AHS to establish, modify and terminate accounts that the Medical Office Authorized Users are permitted to maintain for access to AHS CARELINK. While Site Administrator may have the technical ability to assign or change Medical Office Authorized Users' passwords, as part of the process for doing so, Site Administrator shall advise all Medical Office Authorized Users of the necessity for the Medical Office Authorized User promptly thereafter to establish his/her own password. Site User is solely responsible for maintaining the security of AHS CARELINK passwords. Sharing of usernames and passwords that have been issued to Medical Office Authorized Users is strictly prohibited and may result in immediate termination of this Agreement.

B. Before accessing AHS CARELINK, each Medical Office Authorized User shall be informed of and agree to abide by the basic terms of this Agreement and must select "I ACCEPT" to the Terms and Conditions of Use, as those Terms and Conditions may be amended from time to time. Site User agrees to ensure that each Medical Office Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Terms and Conditions of Use and shall be responsible for any breach by a Medical Office Authorized User of the requirements of this Agreement or the Terms and Conditions of Use.

C. For purposes of this Agreement, access to AHS CARELINK shall be permitted only for such categories of employees of Site User who have a reasonable need to access PHI of AHS patients for purposes of carrying out their treatment, payment, and/or certain limited health care operations (i.e., population-based or case management and care coordination) related duties to such patients. The Medical Office Authorized Users of Site User who shall have access to AHS CARELINK are listed in the eform described in Exhibit A of this Agreement, incorporated by reference herein. Site User agrees to notify AHS in writing within 24 hours to terminate access rights when any Medical Office Authorized User is separated from employment of Site User for any reason, including but not limited to termination or voluntary separation. Site User further agrees to validate and document, at least annually, that the Medical Office Authorized Users then currently permitted to access AHS CARELINK continue to require access to AHS CARELINK and continue to be employees or agents of Site User.

D. Site User is solely responsible for designating and monitoring the appropriate level of access and use of AHS CARELINK based on the job functions and credentialing of each Medical Office Authorized User, including requirements under applicable scope of practice rules.

E. Site User agrees to educate all Medical Office Authorized Users on compliance with the standards and requirements of HIPAA. Site User represents that all of its workforce members have received appropriate HIPAA Training.

F. AHS and Site User recognize their status as "covered entities" under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status. AHS and Site User shall comply in all material respects with the standards for privacy of individually identifiable health information of the Administrative Simplification subtitle of HIPAA. The parties acknowledge and agree that neither is serving as a "business associate" to the other.

G. Term. This Agreement is effective on the acceptance hereof by Site User and will continue thereafter from year to year unless terminated by either party upon thirty (30) days written notice, unless otherwise terminated by AHS as herein provided.

H. AHS has the right at Site User's sole cost and expense, at any time, to monitor, audit, and review activities and methods in implementing this Agreement by Site User in order to assure compliance with this Agreement and applicable law.

I. Indemnification. Site User agrees to indemnify and hold harmless AHS, its governing board, officers, employees, agents, affiliates, and successors and assigns, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands and judgments, including out-of-pocket expenses and attorney's fees or proceeding costs incurred, which may arise from Site User's or any of Site User's Authorized User's: (a) negligent acts or omissions or willful misconduct; (b) breach of this Agreement; or (c) violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include but shall not be limited to the full cost of any required notice to impacted individuals, including without limitation the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort. The above obligation will survive the termination or expiration of this Agreement for any reason.

J. Insurance. During the term of this Agreement, Site User, at its sole cost and expense, shall maintain a policy or policies of commercial general liability insurance at levels sufficient to support its activities and indemnification obligations hereunder. This includes the following insurance coverage: (a) Commercial General Liability Insurance on an occurrence basis including bodily injury, broad form property damage including personal injury and death, with minimum limits of \$2,000,000 single limit per occurrence and \$4,000,000 general aggregate; and (b) Privacy, Technology Security and Web-Media Services Insurance coverage ("Cyber Insurance") related to unauthorized acquisition, access, use physical taking, identity theft, release, distribution or disclosures of personal and corporate information; breaches by third parties and employees, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate. Site User will make certificates evidencing such insurance available for examination upon request and will name AHS as an additional insured under its Commercial General Liability policy and as a first party under its Cyber Insurance policy. Each of the above coverages may be carried under one single policy or a combination of a primary and excess/umbrella policies. The limits of any insurance coverage shall not limit Site User's liability under the indemnification provisions of this Agreement. If any insurance is provided to Site User under a "claims made" policy, Site User shall obtain appropriate continuing coverage for claims that arise out of this Agreement and provide to AHS evidence of the continued effect of such "claims made" policy for five (5) years after the termination of this Agreement or the purchase of an extended reporting endorsement ("Tail") if the "claims made" policy is terminated at any time up to five (5) years after the termination of this Agreement.

**4. PROCESS FOR REQUESTING AHS CARELINK ACCESS – Other Approved Activities.**

[This Section 4 applies to all Approved Activities other than to a non-AHS Medical Office Practice.]

A. Site User involved in any other of the Approved Activities shall be the “Site Administrator” for his/her specific Approved Activities for administering access to AHS CARELINK by Approved Activities Authorized Users. The Site Administrator is responsible for coordinating with AHS to establish, modify and terminate accounts that the Approved Activities Authorized Users are permitted to maintain for access to AHS CARELINK. While Site Administrator may have the technical ability to assign or change Approved Activities Authorized Users’ passwords, as part of the process for doing so, Site Administrator shall advise all Approved Activities Authorized Users of the necessity for the Approved Activities Authorized User promptly thereafter to establish his/her own password. Site User is solely responsible for maintaining the security of AHS CARELINK passwords. Sharing of usernames and passwords that have been issued to Approved Activities Authorized Users is strictly prohibited.

B. Before accessing AHS CARELINK, each Approved Activities Authorized User shall be informed of and agree to abide by the basic terms of this Agreement and must select “I ACCEPT” to the Terms and Conditions of Use, as those Terms and Conditions may be amended from time to time. Site User agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Terms and Conditions of Use and shall be responsible for any breach by an Authorized User of the requirements of this Agreement or the Terms and Conditions of Use.

C. Access to AHS CARELINK shall be permitted by Site Administrator only for those individuals who have a reasonable need to access PHI of AHS patients for purposes of carrying out their specific Approved Activities. Site User agrees to notify AHS CARELINK within 24 hours to terminate access rights when any Approved Activities Authorized User is no longer involved in the Approved Activities, including but not limited to termination or voluntary separation. The Approved Activities Authorized Users of Site User who shall have access to AHS CARELINK are listed in the eform described in Exhibit A of this Agreement, incorporated by reference herein. Site User further agrees to validate and document, at least annually, that its Approved Activities Authorized Users then currently permitted to access AHS CARELINK continue to require access to AHS CARELINK and continue to be employees or agents of Site User.

D. Site User shall be solely responsible for designating and monitoring the appropriate level of access and use of AHS CARELINK based on the job functions of each Approved Activities Authorized User.

E. Site User agrees to educate its Approved Activities Authorized Users on compliance with the standards and requirements of HIPAA.

F. Term. This Agreement is effective on the acceptance hereof by Site User and will continue thereafter as long as the Approved Activities are being performed, unless terminated by

either party upon thirty (30) days' written notice, unless otherwise terminated by AHS as provided herein.

G. AHS has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement by Site User in order to assure compliance with this Agreement and applicable law.

H. Site User understands that AHS is a "covered entity" as defined in HIPAA. To the extent that Site User's Approved Activities create a Business Associate relationship between Site User and AHS, Site User has signed a Business Associate Agreement with AHS. Further, the parties agree that to the extent there is a conflict between the provisions of this Agreement and the provisions of the Business Associate Agreement, the Business Associate Agreement shall control.

## **5. DATA OWNERSHIP.**

Site User acknowledges and agrees that AHS owns all rights, interests and title in and to its data and any data entered by Site User or its Authorized Users and that such rights, interests and title shall remain vested in AHS at all times. Site User shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of AHS without express written permission from AHS.

## **6. REPORTING OF UNAUTHORIZED USE OR DISCLOSURE OF PHI.**

A. Site User shall, within twenty-four (24) hours of becoming aware of an unauthorized use or disclosure of PHI by Site User, its officers, directors, employees, contractors, representatives, agents or by a third party to which Site User or an Authorized User disclosed PHI, report any such use or disclosure to AHS.

B. If at any time Site User has reason to believe that PHI accessed or transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Site User will immediately give AHS notice and take all necessary actions to eliminate the cause of the breach. To the extent AHS deems warranted, in its sole discretion, AHS will provide notice or require Site User to provide notice to individuals whose PHI may have been improperly accessed or disclosed.

C. Any notice under this Section 6 shall be made via overnight mail and email to the following:

Eva J. Goldenberg, Esq.  
Vice President, Corporate Compliance & Internal Audit  
Chief Compliance Officer, Privacy Officer  
Atlantic Health System, Inc.  
475 South Street, P.O. Box 1905  
Morristown, New Jersey 07962  
Telephone Number: (973) 660-3143

E-mail: [eva.goldenberg@atlantichhealth.org](mailto:eva.goldenberg@atlantichhealth.org)

## **7. INVESTIGATIONS/SANCTIONS.**

AHS reserves the right to monitor, review and investigate suspected, reported or identified failures to comply with this Agreement and impose nonmonetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Site User's access, or termination of individual Authorized User access. AHS reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Site User agrees to cooperate with AHS in order to adequately investigate complaints received involving the Site User's employees or agents. If Site User is a non-AHS Medical Office Practice, it agrees to have a sanctions policy, produce it upon request, and discipline its employees or agents for all breaches involving AHS PHI in accordance with HIPAA. Site User understands that lack of adherence to this Section allows AHS immediately to terminate this Agreement and all associated access privileges.

## **8. THIRD PARTY ACCESS.**

Site User shall obtain the written approval of AHS prior to allowing any agent or subcontractor access to PHI that Site User obtained from AHS CARELINK. In the event that AHS consents to such third party access on a case-by-case basis, Site User shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Site User through this Agreement. Site User shall require that any agent or subcontractor notify Site User of any instances in which PHI is used or disclosed in an unauthorized manner. Site User shall take steps to cure any breach of confidentiality and end the violation or shall terminate the agency agreement or subcontract, and shall remain fully liable for the conduct of such agents or subcontractors and their compliance with the terms of this Agreement.

## **9. AVAILABILITY OF BOOKS AND RECORDS.**

Site User agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from AHS, or created or received on behalf of AHS, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining AHS's and Site User's compliance with HIPAA and its implementing regulations. Site User promptly shall provide to AHS a copy of any documentation that Site User provides to the Secretary.

## **10. TERMINATION.**

AHS may terminate this Agreement, and Site User's and all Authorized Users' access to AHS CARELINK, at any time with or without cause, without any obligation or liability for such termination. Such termination may be immediate in the event AHS determines that Site User, or Site User's directors, officers, employees, contractors, representatives, or agents have violated a



material provision of this Agreement. This remedy shall be in addition to any remedies AHS may have at law or in equity.

Either party may terminate this Agreement without cause at any time upon thirty (30) days' prior written notice to the other party.

#### **11. NO WARRANTIES.**

No warranties are given by AHS as to the completeness, accuracy or otherwise of the information that may be accessed through AHS CARELINK, nor as to the continuity, availability, characteristics, functionality or performance of AHS CARELINK. AHS CARELINK is provided "as is" and "as available."

#### **12. LIMITATION OF LIABILITY.**

**IN NO EVENT WILL AHS BE LIABLE TO ANY PARTY FOR (i) ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES, EVEN IF AHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY FROM OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, OR PERFORMANCE OF AHS CARELINK; PROVISION OF OR FAILURE TO PROVIDE AHS CARELINK; LOSS OF DATA; ACCESS OR INABILITY TO ACCESS OR USE AHS CARELINK OR USE AND RELIANCE ON INFORMATION OR CONTENT AVAILABLE ON OR THROUGH AHS CARELINK; OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER DYSFUNCTION IN, OR DESTRUCTIVE PROPERTIES OF, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF AHS CARELINK.**

#### **13. SANCTIONED ENTITY.**

Site User represents and warrants that it is not, and its personnel are not, a Sanctioned Person or Entity. For purposes of this Agreement, the term "Sanctioned Person or Entity" means a person or entity that (a) has been excluded by the Office of the Inspector General of the Department of Health and Human Services from participation in Medicare, Medicaid or any state health care program (defined at 42 C.F.R. § 1001.2) pursuant to 42 C.F.R. Part 1001 or (b) has been excluded by the State of New Jersey Department of Human Services from participation in New Jersey's Medicaid program pursuant to 42 C.F.R. Part 1002. Site User shall notify AHS within ten (10) days after it receives notice that it, or any Site User personnel doing work for or on behalf of AHS, is a Sanctioned Person or Entity. AHS shall have the right to terminate this Agreement without penalty at any time after learning that Site User, or any Site User personnel doing work for or on behalf of AHS, is a Sanctioned Person or Entity.

#### **14. COMPLIANCE WITH LAW.**

Site User agrees to use AHS CARELINK in a manner consistent with all applicable provisions of law and other rules and regulations of governmental authorities and in compliance with all applicable policies, rules and regulations of AHS, as they may be amended from time to time. Each party shall secure and maintain any license, permit, or authorization required by law in connection with this Agreement. In the event of a change in applicable law, regulation, or guidance that requires an amendment to this Agreement, the parties agree to promptly complete the amendment upon receipt of notice of such change by one party to the other to ensure continued compliance.

#### **15. APPLIED TO ALL USERS.**

The terms of this Agreement apply to each person or entity who accesses AHS CARELINK on Site User's computer(s) or other devices, or to whom Site User has granted access as an Authorized User. Site User shall have responsibility to ensure compliance with the terms of this Agreement by each such User, and acknowledges and agrees that it shall be solely responsible for all acts and omissions of its Authorized Users and any other third party who accesses AHS CARELINK through Site User's facilities, or uses any user name, password, log-in or other identifier obtained from or through Site User or its Authorized Users or personnel, and all such acts or omissions shall be deemed to be the acts and omissions of Site User.

#### **16. MISCELLANEOUS.**

A. Binding Agreement. The party accepting this Agreement represents that s/he has full power and legal authority to bind the Site User to the terms of this Agreement.

B. Use of Name or Logo. The parties agree that they shall not use the name or logo of or make reference in any way to the other party, its affiliates, subsidiaries or employees without the express prior written approval of the other party.

C. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding access to AHS CARELINK, and supersedes all prior oral or written agreements, commitments or understandings concerning the matters provided for herein.

D. Amendment. This Agreement may be modified only by a written amendment executed by both parties.

E. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of New Jersey.

F. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

G. Partial Invalidity. The invalidity of any portion of this Agreement shall not affect the validity of any other portion. In the event any portion of this Agreement is held invalid or in violation of New Jersey or Federal law, the parties agree that the remaining provisions shall continue in full force and effect.

H. No Assignment. This Agreement, and the permissions and access provided herein, may not be assigned by Site User.

I. Independent Parties. AHS, on the one hand, and Site User and its Authorized Users, on the other hand, are independent parties and this Agreement does not create a partnership, joint venture or any other type of legal relationship other than a contractual relationship in accordance with the terms of this Agreement.

J. Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. Signatures transmitted by electronic mail (via PDF) shall have the same force and effect as originals.

K. Survival. The obligations to maintain the confidentiality of PHI obtained under this Agreement in accordance with applicable law by Site User and all Authorized Users are not limited to or extinguished by termination of this Agreement.

**IN WITNESS WHEREOF**, AHS and Site User have caused this Agreement to be duly executed on the day and year first above written.

**ATLANTIC HEALTH SYSTEM, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(SITE USER NAME)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Authorized Users**

Authorized User information shall be submitted online at [Atlanticealth.org/Carelink](https://atlanticealth.org/Carelink).