

## GHCEpicLink Partner Agreement

**W**elcome to **GHCEpicLink**! This Partner Agreement is the first step towards allowing our health care partners to gain access into important GHC-SCW protected health information (PHI) relevant to the provision of excellent care and treatment. It is a secure electronic application provided to health care providers for patients under our mutual care and treatment. Requests for participation in this process are carefully screened to ensure that such information exchange is appropriate and necessary. It includes a thorough review of the types of PHI you are requesting and presentation of sound justification that GHCEpicLink is the most efficient and appropriate tool to provide this information. This includes an assessment of the principle of “minimum necessary” and other essential expectations outlined in the HIPAA Privacy and Security Rules, state laws and other regulations governing this information sharing. We take this process seriously and require that our health care partner’s commitment is consistent with those of GHC-SCW.

**THIS AGREEMENT** provides access to their protected health information (“PHI”) through the electronic application, GHCEpicLink to \_\_\_\_\_ (“Site”) as agreed to in the following:

(Insert Organization Name)

Organization Tax ID (TID)

1. **Levels of Access:** GHC-SCW maintains two (2) levels of GHCEpicLink access provided in accordance with specific guidelines describing the specific job duties and “minimum necessary” information required for that individual to efficiently accomplish their daily responsibilities.
  - a. Clinical Access describes direct patient care, including physicians, physician assistants, nurse practitioners, and other professional responsible for care or coordination of care.
  - b. Administrative Access describes users who need access to demographic, insurance, claims and referral information. Role-based access defines what information this includes.
2. **Incorporation by Reference:** This Agreement incorporates by reference, all definitions, terms and conditions of the GHCEpicLink Handbook (“Handbook”), a copy of which is attached hereto.
3. **GHCEpicLink Partner Obligations:** GHCEpicLink Partner agrees to comply with all obligations set forth in the Handbook with respect to its accessing and use of the Service. Specifically, GHCEpicLink Partner agrees, as set forth in the Handbook, to protected privacy and security of protected health information (“PHI”) and to ensure appropriate use of the Service by its employees and agents. In addition, GHCEpicLink Partner agrees not to change the Service software in any way and, in the event it suspects any problems stemming from unauthorized data alteration or destruction, to instruct its employees and agents to stop using the Service and immediately contact GHC-SCW to report the problem.
4. **Terms & Termination:** GHC-SCW may stop GHCEpicLink Partner’s use of Service at any time without notice. This Agreement takes effect when signed by both parties and will be in effect until either party notifies the other of its intent to terminate.
5. **Independent Contractors:** This Agreement does not create any relationship between the parties except independent contractors. Neither party nor any of its employees or agents will be interpreted to be the Agent, the employer or the representative of the other party. Neither party may assume or create any obligations or responsibility on behalf of or in the name of the other party, except as may otherwise be set for in the Agreement.
6. **Assignment:** This Agreement is void if assigned by GHCEpicLink Partner. This Agreement may be assigned by GHC-SCW.
7. **Interpretation of Agreement:** The laws of the state of Wisconsin shall rule all of the rights, powers and liabilities of the parties under this Agreement.

8. **Headings:** The paragraph headings used in the Agreement are intended only for reference.
9. **Gender:** As used in the Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall be deemed to include the others whenever the context indicates.
10. **Successors:** This Agreement shall be required by and go to the benefit of the parties and their respective legal representatives, successors, and those to whom it is transferred.
11. **Waiver:** Waiver is defined as the intentional giving up of a known right, claim or privilege. Breach is defined as a violation of a law, obligation, duty or standard and/or as defined by GHC-SCW policy or practice. Failure of either party to complain of any act or omission of the other party is not considered a waiver. No waiver by either party of a breach of this Agreement is a waiver of any other breach.
12. **Survival:** The obligations of the parties to this Agreement pertaining to the indemnification, confidentiality, and non-disclosure of confidential patient data (protected health information) (“PHI”) shall go beyond the termination of this Agreement.
13. **Insurance:** Each party agrees to obtain, at their own expense, liability coverage as necessary and reasonable to insure itself and its employees and agents against liability for claims brought by third parties in connection with the performance of its duties and responsibilities under this Agreement.
14. **Promotional Materials:** Each party agrees not to use the trademark, service mark, or design registered to the other party, or its affiliates in any publicity, or advertising material, unless the other party has had a chance to review and approve such use before the use of the material.
15. **Non-Exclusivity:** Each party may enter into other agreements, such as this Agreement, with other parties, as each decides is proper for respective manner of business.
16. **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** The parties certify, to the best of their knowledge and belief, that they are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. If at any time before signing this Agreement, either party learns that such certification was made in error, that party shall provide immediate written notice to the other. The certification in this Agreement is an important fact upon which reliance was placed when entering into this Agreement. Despite any other provision in this Agreement, if it is later determined that either party knowingly made an erroneous certification, in addition to other remedies available to the other party, the non-erring party may terminate this Agreement.
17. **Indemnification:** Except as provided and set for in paragraph 18 below, none of the other provisions of this Agreement are intended to create nor shall be deemed or construed to create an agreement of the parties for indemnity or to hold each other harmless. GHC-SCW and GHCEpicLink Partner are each solely responsible for their own acts, omissions, and negligence and the acts, omissions and negligence of their employees and other representatives committed while acting within the scope of their employment.
18. **Patent, Trade Secret and Copyright Indemnification:**
  - a. **GHC-SCW Indemnification:** GHC-SCW agrees to indemnify, defend and uphold GHCEpicLink Partner and users harmless with respect to any claim of United States patent, trade secret, or copyright infringement asserted against GHCEpicLink Partner or by users by virtue of their access to and use of the Service, provided that:
    - i. GHC-SCW is given prompt written notice of any such claim;
    - ii. GHC-SCW is granted by GHCEpicLink Partner or User the authority, cooperation, and assistance to the fullest extent reasonably necessary to defend such claims; and
    - iii. GHC-SCW is granted by GHCEpicLink Partner or User such control of the defense of such claim and all negotiations for the compromise or settlement thereof;

- iv. GHCEpicLink Partner or User in granting the powers described in this Agreement, shall not be construed to have waived any interest or defense available to GHCEpicLink Partner or User or its rights under this Agreement.
- b. Exception: GHC-SCW shall have no liability for any claim of infringement that results from:
  - i. Any modification of the Service by GHCEpicLink Partner or User, not otherwise approved by GHC-SCW; or
  - ii. The combination, operation or use of the application with non-GHC-SCW approved programs, data or documentation, if such infringement would have been avoided by the use of its application without such combination, operation or use, unless User has obtained GHC-SCW’s prior written authorization permitting such activities.
- c. Option to Remove: In the event that the Service, in GHC-SCW’s opinion, is likely or does become the subject of a claim of infringement, GHC-SCW shall have the right as its sole option and expense to remove GHCEpicLink Partner or User’s access to this Service.

**IN WITNESS WHEREOF**, GHC-SCW and GHCEpicLink Partner have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth below.

**GHCEpicLink PARTNER**

**Group Health Cooperative of South Central Wisconsin**  
 GHC-SCW Privacy Officer  
 1265 John Q. Hammons Drive Madison, WI 53717  
 P: (608) 662-4899 | F: (608) 662-4917 | E-Mail:  
 privacy@ghescw.com (send as PDF attachment)

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 Organization Name Tax ID  
 \_\_\_\_\_  
 Address City State Zip  
 \_\_\_\_\_  
 Printed Name Phone Number  
 \_\_\_\_\_  
 Job Title E-Mail Address

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 Authorized GHC-SCW Signature Date

\_\_\_\_\_  
 Signature Date