

**HarmonyCares Diagnostics
RamSoft PACS Provider Portal Access Agreement**

Made effective the ___ of ____, 2022 by and between HarmonyCares Diagnostics, (“HarmonyCares Diagnostics”) and RamSoft (“User” or “I” or “Workforce”).

WHEREAS User and/or its employees, agents, contractors or representatives provide/will provide health care services to HarmonyCares Diagnostics patients;

WHEREAS, in order to facilitate the provision of such health care services and the continuity of care to HarmonyCares Diagnostics patients, User requests “read only” access for User to the Electronic Health Information System of HarmonyCares Diagnostics (“Facility Portal”) in order to obtain necessary patient information for the delivery of the health care;

WHEREAS, in order to protect patient information, HarmonyCares Diagnostics requires that User agree to certain restrictions and procedures regarding the access and use of such information;

THEREFORE, in consideration of User’s use of Facility Portal and of the following mutual promises, covenants and conditions, the parties agree as follows:

Clicking on “I AGREE” indicates the following:

1. I agree to use Facility Portal solely to access the electronic medical records of patients for which I am a consulting, or primary care provider of record with a treatment relationship with the individual(s) whose information I view, and only for the purpose of treatment of the patients (e.g. provision, coordination, and management of health care).
2. I agree to protect the privacy and security of confidential information I access through Diagnostics’s electronic records at all times and understand that the confidential information may not be accessed or disseminated for any purpose other than for the patient’s medical care.
3. I agree to a) access confidential information to the minimum extent necessary for my medical care responsibilities for the patient or patients I query; b) disclose such information only to persons authorized to receive it; and c) in order to access any restricted or sensitive patient information, I shall obtain any required written patient authorizations prior to accessing the patient information. I understand that I may not use information from Facility Portal for any personal, public or commercial purpose.
4. I agree not to access or use Facility Portal to generate copies of medical records pursuant to subpoena, patient request or other authority. Instead, I must utilize User medical records that may include copies of patient information.
5. In the use and disclosure of patient information, I will comply and require

employees, agents, contractors or representatives to comply with applicable state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing privacy, security and administrative simplification regulations (collectively “HIPAA”), and the Medical Records Access Act of Michigan, and other applicable laws and regulations.

6. I will adopt and require employees, agents, contractors or representatives to comply with User policies and procedures regarding confidentiality, privacy, security and integrity of patient information, including information in Facility Portal accessed pursuant to this Agreement. Such policies and procedures shall conform to HIPAA and other applicable law, as well as industry practices for maintaining confidentiality and security of patient information. They shall include the following: (i) an overall policy covering confidentiality, security and integrity of health information and compliance with the terms of HIPAA; (ii) requirements for training of User’s clinical staff on use of the Facility Portal and of all User’s personnel on confidentiality, security and integrity of patient information; and (iii) sanctions that will apply to User’s personnel who breach any of the policies or procedures of User or HarmonyCares Diagnostics regarding confidentiality, security or integrity of patient information. If requested at any time by HarmonyCares Diagnostics, I will provide HarmonyCares Diagnostics a copy of User’s documented sanctions policy.

7. I understand and agree that patient information shall at all times remain the sole and exclusive property HarmonyCares Diagnostics. Furthermore, I acknowledge and agree that the information obtained from Facility Portal is confidential and the sole and exclusive property of HarmonyCares Diagnostics or the applicable patient, as appropriate. Any unauthorized disclosure or use of such information will cause irreparable harm, injury, and loss to HarmonyCares Diagnostics and/or the applicable patient.

8. REPORTING AND AUDITING

- a. HarmonyCares Diagnostics will perform regular audits of access of Facility Portal. I shall notify HarmonyCares Diagnostics promptly upon discovery of any inappropriate access, use or disclosure of patient information or of any Security Incident involving patient information, as defined in 45 C.F.R. 164.304.
- b. I will cooperate with HarmonyCares Diagnostics in its continuing verification of User’s compliance and compliance of its personnel with the terms of this Agreement, including cooperation with routine and targeted audits conducted by HarmonyCares Diagnostics, review of regular User activity audit reports provided by HarmonyCares Diagnostics, and preparation and submission to HarmonyCares Diagnostics of written justification for outlier User activity. In the event of an investigation related to User or User’s Workforce access to Facility Portal, User shall fully cooperate with HarmonyCares Diagnostics in such investigation.
- c. I shall maintain logs of all accountable disclosures, as defined in 45 C.F.R. 164.528, and provide such logs to HarmonyCares Diagnostics annually or upon

request.

9. DISCLAIMER OF WARRANTIES

- a. HarmonyCares Diagnostics provides the access to Facility Portal and other services under this Agreement “as is.” To the maximum extent permissible under applicable law, HarmonyCares Diagnostics hereby disclaims any and all warranties, express, implied, statutory or otherwise. Specifically, HarmonyCares Diagnostics disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. I understand and agree that HarmonyCares Diagnostics cannot guarantee that I will always have access to the Facility Portal due to system update and maintenance, breakdowns and other unforeseen technical difficulties. I expressly and solely assume all risk of any delays, interruptions to or failures preventing the use of the Facility Portal.
- c. I acknowledge that, by its nature, website-based service cannot be completely protected against intentional or malicious intrusion attempts. HarmonyCares Diagnostics does not control devices and Internet connection over which I choose to send confidential information and, therefore, cannot prevent interceptions of or compromises to such information while in transit. HarmonyCares Diagnostics hereby makes no guarantee as to the security, integrity or confidentiality of any information transmitted to or from the Facility Portal. I expressly and solely assumes the risk of transmitting the information as it relates to use of the Facility Portal, and for any data corruptions, intentional interceptions, intrusions or unauthorized disclosure of or access to the Facility Portal.

10. LIMITATION OF LIABILITY

- a. HarmonyCares Diagnostics will not be liable for any direct, indirect, incidental, special, punitive or other damages incurred by User, its employees, agents, contractors, representatives or patients arising out of, or in connection with, the use of, or inability to use the Facility Portal.
- b. I agree that User is solely responsible for the ultimate decision and medical judgment related to the diagnosis and treatment of User’s patients based on the patient information accessed through the Facility Portal. User may not rely on Facility Portal in lieu of User’s own official medical records and understands that images accessed remotely may not have the same degree of clarity as images viewed on-site.

11. INDEMNIFICATION

- a. User shall indemnify, defend and hold harmless HarmonyCares Diagnostics, all its officers, employees, staff, volunteers, agents, contractors, associates and affiliates, successors and assignees from all claims and liabilities, including

reasonable attorneys' fees and expenses incurred in the enforcement of its rights under this Agreement ("Damages") arising out of the acts or omissions of User or any of its employees, agents, contractors or representatives in using the Facility Portal or any information obtained from the Facility Portal, or the breach by User or any of its employees, agents, contractors or representatives of this Agreement.

- b. In the event of any actual or threatened breach or violation of this Agreement by User or its employees, agents, contractors or representatives, HarmonyCares Diagnostics shall have full rights to injunctive relief, in addition to any other rights and remedies it may have.
- c. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

12. TERM AND TERMINATION

- a. The term of this Agreement shall run from the effective date for a term of one (1) year, and shall automatically renew for one-year terms thereafter unless either party notifies the other party in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of any term.
- b. At the beginning of each term hereof, User will submit to HarmonyCares Diagnostics a current list of all members of User's clinical staff who are accessing the Facility Portal.
- c. Either party may terminate this Agreement at any time by giving at least thirty (30) days' prior written notice to the other of such termination and specifying the effective date thereof.
- d. This Agreement may be terminated effective immediately upon written notice of HarmonyCares Diagnostics if User, its employees, agents, contractors or representatives breach any material term of this Agreement, including, without limitation, the confidentiality provisions.
- e. This Agreement may also be terminated immediately upon expiration or termination of User's provider-patient relationship with HarmonyCares Diagnostics patients.
- f. Upon termination, a) User's access to the Facility Portal will be terminated; b) access of User's clinical staff to the Facility Portal will be terminated; and c) at the request of HarmonyCares Diagnostics, User will return or destroy all patient information obtained pursuant to this Agreement.

13. I agree that I understand the following:

- a. HarmonyCares Diagnostics tracks all user IDs used to access electronic records. Those IDs enable discovery of inappropriate access to patient records.

b. I understand and agree that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my access to the Facility Portal.

14. I will be assigned a User ID & temporary password. I agree to immediately select and enter a new password known only to me. I understand I may change my password at any time, and will do so when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. I agree that I am responsible for any use of the Facility Portal utilizing my User ID and password. This includes data viewed or printed. I will not attempt to alter any information viewable through the Facility Portal. If I have reason to believe that my password has been compromised I will report this information to HarmonyCares Diagnostics immediately and I will also immediately change my password.

15. I understand that the medical information contained in Facility Portal should not be used as a substitute for medical treatment by a health care professional. HarmonyCares Diagnostics does not guarantee the accuracy, completeness or timeliness of information available in the Facility Portal. I acknowledge that the HarmonyCares Diagnostics patient records in Facility Portal are incomplete, and acknowledge that health information may be found in various physician locations and systems, both electronic and paper form. I assume total responsibility and risk for my use of this information.

16. This Agreement, together with all the documents referenced herein, contains the entire understanding and all of the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. It supersedes any prior agreements between the parties relating to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of, among, or between any of the parties relating to the subject matter of this Agreement, either oral or written, that are not expressly set forth in this Agreement, are null and void and of no further force or effect.

17. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other parties hereto. Except as otherwise expressly provided herein, nothing expressed or implied herein is intended or will be construed to confer upon or give another person other than the parties hereto any right or remedy hereunder or by reason hereof.

18. None of the provisions of this Agreement are intended to create, nor will they be deemed or construed to create, any relationship between HarmonyCares Diagnostics and User other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement. None of the parties to this Agreement, nor any of their respective employees, agents, contractors or representatives will be construed to be agent, employer or representative of the others. User shall not use the name, logo, likeness or trademarks of HarmonyCares Diagnostics for any advertising, marketing or endorsement purposes without a prior written consent of HarmonyCares Diagnostics.



19. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

20. This Agreement will be governed by the laws of the State of Michigan.

21. The individual executing this Agreement for the User represents and warrants that she/he is authorized to do so on behalf of, and to bind to the terms and conditions herein, User, including all employees, contractors and agents, and, in case of a provider group, each of the provider group's individual members and their employees and agents.

22. The signatures on behalf of User below shall be deemed valid if collected and/or maintained by fax, email and/or other electronic means as if they were the originals.

23. I understand that HarmonyCares Diagnostics may revise these Terms and Conditions at anytime. HarmonyCares Diagnostics encourages me to periodically read these Terms and Conditions to see if any changes have been made that affect me. My continued use of Facility Portal indicates my continued agreement with these Terms and Conditions as they may be revised.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year written above.

I AGREE _____

NAME _____

DATE _____