

## ONE CHART LINK PARTNER AGREEMENT

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_ (“One Chart Link Partner”) and SANFORD (“Sanford”) for the purpose of granting One Chart Link Partner secure access to select Sanford patient medical records through Sanford’s One Chart Link software (“Service”) as described herein and incorporated into this Agreement.

WHEREAS, Sanford has electronic patient medical records consisting of clinical information, patient demographics, insurance carrier information, and other information regarding Sanford patients (“Sanford Data”); and

WHEREAS, Sanford has an interest in improving health care operations and the delivery and coordination of care to Sanford patients by providing caregivers of Sanford patients or other approved users secure electronic access to select portions of Sanford patient medical records defined as Sanford Data herein; and

WHEREAS, Sanford has the ability to provide caregivers and other approved users secure electronic access to the Sanford Data, and One Chart Link Partner, through its Users, desires to obtain access to Sanford Data through the Service concerning those Sanford patients One Chart Link Partner has a relationship with.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and for good and valuable consideration, Sanford and One Chart Link Partner agree as follows:

1. Access to Sanford Data. Upon execution of this Agreement and any other required documents and approval of all access sites and Users, Sanford will provide One Chart Link Partner access to the Sanford Data and also provide limited training on the One Chart Link software.

2. Definitions.

2.1 “One Chart Link Partner” means a physician practice or healthcare facility, or other legal entity with a direct treatment, or health care payment relationship with Sanford patients. “One Chart Link Partner” may also mean any other legal entity as approved by Sanford with a legitimate need for access to Sanford Data consistent with state and federal privacy laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160 and Part 164, Subparts A and E , as amended (“HIPAA”). The legal entity is considered the One Chart Link Partner and an authorized representative must sign the One Chart Link Partner Agreement on behalf of the entity.

2.2 “Sanford Data” means any individually identifiable health information regarding Sanford patients accessed through the Service, including, without limitation, clinical information such as progress notes, specialty consults, laboratory and imaging results, patient demographic and insurance information. This information is protected by various state and federal privacy laws and regulations, including but not limited to HIPAA.

2.3 “Service” means the One Chart Link software that provides a secure method of communication enabling Users to view Sanford Data.

2.4 “Technical Liaison” means the department or individual employed by Sanford who should be contacted by a User or One Chart Link Partner to report certain events or problems as required by this Agreement. The contact information for the Technical Liaison is contained in Section 13 below.

2.5 “User” means an individual employee of One Chart Link Partner who is authorized by One Chart Link Partner pursuant to Section 7(b) to access Sanford Data utilizing the Service.

3. Term and Termination. This Agreement is effective on the date first listed above and will continue until either party notifies the other in writing of its intent to terminate. Either party may terminate this Agreement by sending written notice of the intent to terminate. Sanford retains the right to unilaterally terminate access, in its sole discretion, without advance notice to the One Chart Link Partner. Sanford will consider any unauthorized use of Sanford Data as a breach of this Agreement and grounds for immediate termination of this Agreement. Upon termination of this Agreement, One Chart Link Partner agrees to ensure that its Users discontinue using the Service or accessing Sanford Data immediately.

4. Permitted Use of the Sanford Data. One Chart Link Partner may access, use, and disclose Sanford Data originating in the Service only

- (a) As required for purposes related to treatment, including billing in connection with treatment, of Sanford patients which One Chart Link Partner’s has a direction relationship with and as consistent with HIPAA and any other applicable laws and regulations; or
- (b) To receive select portions of Sanford Data as produced by Sanford’s Health Information Management Release of Information Department; or
- (c) For other specific purposes as approved by Sanford and consistent with HIPAA and any other applicable laws and regulations.

One Chart Link Partner understands that Sanford Data is protected from unlawful disclosure by HIPAA and other state or federal laws and regulations. One Chart Link Partner agrees that it (including its employees, officers and agents) will comply with all applicable laws and regulations, and the terms of this Agreement, in its access and use of Sanford Data.

5. Prohibited Use of the Sanford Data. One Chart Link Partner agrees it will not access or use Sanford Data for any purpose other than those set forth in Paragraph 4 above and that if Sanford determines that One Chart Link Partner has accessed or used Sanford Data in a prohibited or unlawful manner, Sanford may unilaterally terminate all access and seek any such other relief as appropriate. Specifically, One Chart Link Partner may not:

- (a) Otherwise sell, disclose to any third party, transfer to any third party, or permit or facilitate third-party access to the Sanford Data;
- (b) Transmit in any way Sanford Data obtained through the Service for any purpose other than those listed in Paragraph 4; or

- (c) Use Sanford Data with the intent to negatively impact the competitive advantage of Sanford in the marketplace.

6. Confidentiality of Sanford Data. One Chart Link Partner understands that Sanford Data includes confidential patient information, including protected health information (“PHI”) as defined by HIPAA. One Chart Link Partner agrees to comply with HIPAA in its use of Sanford Data and take all reasonable and necessary measures and precautions as required by HIPAA to ensure the privacy and security of the Sanford Data it accesses. Specifically, One Chart Link Partner agrees to:

- (a) Immediately report to the Technical Liaison any unauthorized use or disclosure of any portion of Sanford Data of which One Chart Link Partner becomes aware.
- (b) Upon receipt of a request for disclosure of Sanford Data from a court or governmental agency, immediately notify the Technical Liaison prior to any disclosure to allow Sanford the opportunity to seek an appropriate protective order or other limitation necessary to protect the Sanford Data.
- (c) Cooperate with Sanford as requested to investigate and review access by any User and help establish whether such access is consistent with this Agreement.
- (d) Train all Users in One Chart Link Partner’s policies and procedures regarding HIPAA or any other applicable state or federal privacy laws and regulations.

7. Obligations of One Chart Link Partner.

- (a) Equipment and Supplies. One Chart Link Partner is solely responsible for the costs of equipment, maintenance and supplies required for access to and use of Sanford Data through the Service. Such costs include, but are not limited to, cost of acquisition, installation, operation and maintenance of personal computers and printers, costs related to wiring, hardware, software, phone charges, and internet access services, and costs of ongoing equipment and supply upgrades.
- (b) Identification of Users. One Chart Link Partner agrees that it will identify and maintain a list of authorized Users and ensure that only authorized Users access Sanford Data pursuant to this Agreement.
- (c) Termination of Access. One Chart Link Partner will discontinue a User’s access to the Service in the event One Chart Link Partner determines that a User improperly accessed or used the Sanford Data, or shared passwords in violation of this Agreement or the User Agreement, and notify the Technical Liaison of the same.
- (d) Addition/Removal of Users. If additional Users are needed, or if a User needs to be removed for any reason or ceases to remain employed by the One Chart Link Partner, One Chart Link Partner will use functionality

within the Service to immediately update the list of approved Users or contact the Technical Liaison for assistance in adding or removing Users.

- (e) Ensure Appropriate Use of Service. One Chart Link Partner agrees to ensure that Users access Sanford Data in accordance with the terms of this Agreement and the User Agreement.
- (f) Representations and Warranties. The One Chart Link Partner represents that it is in compliance with all applicable state and federal laws and regulations governing the provision of health care or related services to patients, and that neither it nor any of its Users, employees, agents or officers has been debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise deemed ineligible to participate in any state or federal reimbursement program, including Medicaid or Medicare. In the event that the One Chart Link Partner or any of its Users, employees, agents or officers are sanctioned or excluded from participation in any state or federal reimbursement program as described above, One Chart Link Partner will immediately notify the Technical Liaison and Sanford may, in its sole discretion, terminate this Agreement and provide written notice to One Chart Link Partner.

8. Assignment. Neither this Agreement nor any of the rights herein may be assigned by One Chart Link Partner without the express, prior written approval of Sanford. Sanford may, without the consent of One Chart Link Partner, assign the rights and obligations herein to any entity affiliated with Sanford.

9. Relationship of the Parties. It is expressly understood and agreed that this Agreement is not intended to, and does not create a joint venture, partnership, association or other affiliation or business relationship between the parties. Sanford and One Chart Link Partner shall at all times be separate legal entities and are not liable for the debts or obligations of the other party.

10. Insurance and Indemnification. Each party agrees to obtain or fund at their own cost appropriate professional liability and general insurance coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate to insure itself and its employees against liability for claims brought by third parties in connection with its provision of health care or related services, or performance of any activities, duties and responsibilities under this Agreement. One Chart Link Partner agrees to indemnify, protect, save and hold harmless Sanford and its affiliates, officers, employees and agents, from and against any and all losses, damages, injuries, claims, demands and expenses (including attorneys' fees and legal expenses) of whatsoever kind and nature, arising on account of or related to any act, failure to act, willful misconduct or breach of this Agreement by the One Chart Link Partner or one of its Users or officers, employees or agents. This provision shall survive termination of this Agreement.

11. Applicable Law and Disputes. This Agreement shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of South Dakota, except with regard to the conflicts of law principles of the State of South Dakota to the extent they would apply the laws of another state to this Agreement. Venue shall lie in

Minnehaha County, South Dakota for any dispute arising out of this Agreement. If any dispute arises under this Agreement and results in litigation, the losing party shall pay the prevailing party's costs of litigation, including reasonable attorneys' fees.

12. Survival of Certain Provisions. The obligations of the parties to this Agreement pertaining to insurance and indemnification, confidentiality and HIPAA compliance, and permitted and prohibited uses of Sanford Data shall survive and continue beyond the termination of this Agreement.

13. Notices. Any notices required to be given under this Agreement to the Technical Liaison may be given verbally by calling 605-328-7333. All other notices required under this Agreement shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at the addresses indicated below, or at any address the parties may specify in writing later:

If to Sanford: Sanford– Peterson Center  
ATTN: IT INTEROPERABILITY – One Chart Link Team  
Sanford Stevens Center  
900 E 54th St N  
Sioux Falls, SD 57104  
Fax 605-328-9932

If to One Chart Link Partner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

14. Entire Agreement and Waiver. This Agreement constitutes the entire agreement between the parties and supersedes all other written or oral agreements with respect to the same subject matter hereof. This Agreement may not be altered, amended or modified except as agreed in writing by the parties. No consent or waiver, express or implied, by either party in the performance by the other party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default by the other party.

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

SANFORD

By \_\_\_\_\_  
Its \_\_\_\_\_

**[ONE CHART LINK PARTNER]**

By \_\_\_\_\_  
Its \_\_\_\_\_