

## EXTERNAL USER ACCESS AGREEMENT

This External User Access Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Marshall Health Network, Inc., a West Virginia nonprofit corporation (“MHN”) for and on behalf of itself and certain of its corporate affiliates (“MHN”), and \_\_\_\_\_, (“External User”).

WHEREAS, MHN makes use of certain software and computer systems that allow authorized users to access patient information and electronic health records among certain of MHN corporate affiliate healthcare providers (the “EHR System”);

WHEREAS, External User is a healthcare provider with which MHN affiliates may provide healthcare services to mutual patients;

WHEREAS, limited access by certain external healthcare providers of the EHR System for purposes of treatment, payment, and operations purposes is desirable for delivering efficient and informed healthcare services to patients within the community and geographic area served by MHN and External User; and

WHEREAS, External User is desirous of obtaining, and MHN is willing to grant to External User, limited access to the EHR as provided in this Agreement.

NOW, THEREFORE, WITNESSETH, the parties agree as follows:

1. Access to EHR System.

- (a) MHN grants unto External User, and External User accepts, upon the terms and conditions of this Agreement, revocable, nonexclusive, nontransferable limited access to the EHR for the limited purposes of electronically accessing the EHR System for displaying, processing, and viewing information, images, notes, results, and content related to patients of MHN affiliates whose protected health information may lawfully be accessed by External User pursuant to and in accordance with the Health Insurance Portability and Accountability Act, as amended by the Health Information Technology for Economic and Clinical Health Act, and as otherwise amended from time to time (collectively “HIPAA”), as well as with all other federal and State laws, rules, and regulations pertaining to patient privacy. External User acknowledges that this Agreement does not grant External User a license in the EHR System or any software components thereof.
- (b) External User hereby represents and warrants unto MHN that External User’s access to the EHR System shall at all times be limited to that which is necessary to achieve legitimate and lawful healthcare purposes.
- (c) External User shall ensure that only licensed medical providers and registered nurses employed by External User and which have received appropriate log in credentials from MHN are authorized and permitted to access the EHR System in accordance with this Agreement (each an “Authorized User”). External User shall require each Authorized User to comply with all terms of this Agreement and all of MHN’s applicable policies and procedures. Each Authorized User must complete an Authorized User Acknowledgement, attached hereto as “Exhibit A” and must be granted credentials by MHN prior to accessing the EHR System. MHN retains the absolute right, for any reason or no reason, to grant, deny, limit, suspend, or revoke log in credentials of any Authorized User or prospective Authorized User, with or without notice to External User or Authorized Users. External User’s and each Authorized User’s access will be limited to “view

only” and features allowing for the alteration, modification, amendment, addition, or removal of information from the EHR System will not be enabled for External User and Authorized Users.

- (d) Each Authorized User is required to complete all required applications, requests, approvals, and trainings as MHN may require for use of the EHR System, as the same may be modified from time to time in MHN’s sole and absolute discretion.
- (e) External User, at its sole cost and expense, is responsible to obtain and maintain all hardware, software, network access, internet connection, and other property or services necessary for External User to access the EHR System. External User shall ensure that External User’s hardware, software, systems, and networks comply with MHN’s information security requirements and policies, as the same may be amended from time to time in MHN’s sole and absolute discretion, including, without limitation, antivirus and antimalware and similar security features. MHN is not responsible for ensuring the compatibility of External User’s hardware and systems to the EHR System.
- (f) External User shall provide to MHN the name and contact information of External User’s privacy officer, information security officer, or other individual with similar responsibilities and shall designate such individual, or another appropriate individual, to liaise with MHN to manage Authorized User access as provided herein and to monitor External User’s compliance with its obligations hereunder. External User acknowledges that only MHN may designate an individual as an Authorized User and grant log in credentials. External User shall, as soon as practicable, but in no event more than one business day, after the termination, suspension, or discipline of an Authorized User, report such event to MHN so that MHN may revoke the Authorized User’s log in credentials.

## 2. Security Requirements.

- (a) External User represents and warrants that it is a “Covered Entity”, as such term is defined in HIPAA, that External User shall comply in all respects with HIPAA, and that it will only access, and will only permit Authorized Users to access, the EHR System for purposes that are compliant with HIPAA. External User shall implement all appropriate safeguards to prevent unauthorized use or disclosure of “Protected Health Information” (“PHI”). External User shall comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as may be amended from time to time. External User shall not use or disclose PHI received from MHN in any manner that would violate federal or state law, including, but not limited to, HIPAA. External User shall require and ensure that all Authorized Users, directors, officers, employees, contractors, and agents of External User comply with all terms of this Agreement and will disclose PHI received from, or created or received on behalf of MHN, only in accordance with the provisions of this Agreement and federal and state law. External User shall maintain all PHI in the strictest confidence and in at least the same manner as External User safeguards the confidentiality of other patient information.
- (b) If External User becomes aware of the unauthorized use or disclosure of PHI, External User shall immediately, and not less than twenty-four hours after discovery, notify MHN in writing of such unauthorized use or disclosure. If External User at any time has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, External User shall immediately notify MHN and take actions to eliminate the cause of the breach. To the extent MHN deems warranted, in its sole discretion, MHN will provide notice, or require External User to provide notice, to individuals whose PHI may have been improperly accessed or disclosed.

- (c) MHN may perform audits and other investigations from time to time of External User's and Authorized Users' compliance with the terms and conditions of this Agreement and applicable law. External User shall permit and cooperate, and shall cause Authorized Users to permit and cooperate, with MHN in performing any such audits or investigations to ensure External User's and Authorized Users' ongoing compliance with the terms and conditions of this Agreement and applicable law.
- (d) External User shall make available to MHN such information as MHN may deem reasonably necessary to evaluate the sufficiency of External User's security policies, procedures, and network infrastructure.
- (e) External User shall provide Authorized Users and External User's directors, officers, employees, agents, and contractors HIPAA training and education and shall provide to MHN documentation and evidence of such training.

3. Termination.

- (a) Either party may terminate this Agreement with or without cause upon thirty days' written notice to the other party.
- (b) MHN may immediately terminate access of External User or any Authorized User or may terminate this Agreement at any time for cause, including, without limitation, failure of External User or any Authorized User to comply with the terms of this Agreement or applicable law.

4. Use of Data.

- (a) MHN disclaims all warranties, whether express or implied, with respect to the information accessed on the EHR System by External User or Authorized Users, including, without limitation, warranties of merchantability or fitness for a particular purpose, or that the information or data provided is accurate or complete. External User and Authorized Users access to the EHR System and data or information available through the EHR System is "as is" and "with all faults". External User and Authorized Users access the EHR System and the information available therein at their own risk.
- (b) External User and Authorized Users are responsible for their own independent medical decision making and reliance on their own professional judgment.
- (c) MHN owns all right, title, and interest in and to its data, and such right, title, and interest will at all times remain vested in MHN. External User may not at any time compile or distribute analyses to third parties utilizing any data received from or created or received on behalf of MHN without express written consent of MHN.

5. Limitation of Liability; Insurance; Indemnity.

- (a) Under no circumstances will MHN, its directors, officers, employees, agents, or contractors have any liability whatsoever to External User or Authorized Users for any loss or damages resulting from or arising out of External User's or Authorized Users' use of the EHR System or for any unavailability of the EHR System or the inaccuracy of any information contained in the EHR System.

- (b) External User shall maintain, and shall cause the Authorized Users to maintain, a general commercial insurance policy upon limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, and medical malpractice liability insurance upon limits of not less than \$1,500,000.00 per occurrence and \$3,000,000.00 in the aggregate. Further, External User shall maintain commercial cyber insurance coverage upon limits of not less than \$5,000,000.00.
- (c) External User shall defend, indemnify, save, and hold harmless MHN and its corporate affiliates, and their respective directors, officers, employees, agents, contractors, from and against any and all claims, damages, suits, losses, expenses, fines, penalties, judgment, and liabilities in any way arising from External User's negligent or intentional acts or omissions and External User's and Authorized Users' use of the EHR System, including, without limitation, a breach or unauthorized disclosure of PHI.

6. Miscellaneous.

- (a) Nothing in this Agreement requires or is intended to require either party to refer patients to the other. The purpose of this Agreement is to improve the quality, availability, and expediency of patient care and to improve coordination of care.
- (b) This Agreement is governed by the laws of the State of West Virginia. The exclusive venue for any disputes arising out of this Agreement is the Circuit Court of Cabell County, West Virginia, or, if jurisdiction can be established, the United States District Court for the Southern District of West Virginia, seated in Huntington.
- (c) This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.
- (d) This Agreement is not assignable.
- (e) Notices under this Agreement must be given in writing, either by hand delivery or certified mail, return receipt requested, or by overnight carrier with signature required, at the following addresses:

MHN:                   Marshall Health Network, Inc.  
                             Office of General Counsel  
                             1340 Hal Greer Boulevard  
                             Huntington, West Virginia 25701

External User: \_\_\_\_\_  
                           \_\_\_\_\_  
                           \_\_\_\_\_  
                           \_\_\_\_\_

- (f) This Agreement may be executed electronically or in multiple counterparts.

IN WITNESS WHEREOF, the parties sign:

Marshall Health Network, Inc. \_\_\_\_\_  
 a West Virginia nonprofit corporation   a \_\_\_\_\_

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

## EXHIBIT A

### AUTHORIZED USER ACKNOWLEDGMENT

1. I understand that I am bound by all terms and conditions of the External User Agreement made by and between Marshall Health Network, Inc. and \_\_\_\_\_, dated \_\_\_\_\_, and that I am an "Authorized User" under that Agreement. I agree to comply with all requirements of the agreement and all terms and conditions of this Authorized User Acknowledgement.
2. I understand it is my responsibility to maintain the secrecy of all of my User Access Accounts and passwords so to prevent others from using my electronic signature, I will also not attempt to learn or use another individual's User Access Account and password.
3. I understand my User Access Accounts are equivalent to my legal signature (under West Virginia statutes), and I will be accountable for all work documented under these accounts.
4. I understand all Electronic Protected Health Information (ePHI) Information stored on a computer or device is confidential and must be treated to the same standard as health information in the patient chart. I will only access, use, or disclose an Individual's Protected Health Information (PHI) with whom I have a health care relationship; for treatment, payment processing, or other necessary business related to the patient in the performance of my duties, and only in compliance with all applicable laws, rules, regulations, and policies of MHN and applicable MHN affiliates.
5. Upon completion of work on any device, I will ensure that my user accounts are "logged off" to prevent unauthorized use or otherwise lock devices when left unattended. I will keep mobile devices physically secured at all times and will not leave devices unattended or unsecured in any manner.
6. I understand that MHN and its affiliates will not be held responsible for any harm that might occur as the result of me revealing my Account information to anyone, and that any breach of this agreement could result in criminal actions.
7. I will use caution with social media sites taking care to never disclose or post confidential information or photos in any form. I will ensure that appropriate patient-provider boundaries are maintained with patients and their families.
8. Use of personal devices (e.g., laptop, phone, tablet, or other device) or services (e.g., DropBox, Google Docs, personal email, etc.) is prohibited unless done strictly in conformance with MHN policies.
9. I understand that I will be responsible for keeping any personal device up to date with protection programs running on any personal system which may access MHN or MHN affiliate networks.
10. I will hold MHN and its affiliates harmless for any and all damages to any personal devices, hardware and/or software as a result of the electronic access, storing, retrieval or transmittal of information.
11. I understand that MHN or any MHN affiliate reserves the right to monitor, restrict, or censor access to any and all of its systems at any time and for any reason or no reason.
12. When my access expires or terminates I shall return all organization-owned information, including but not limited to documents, electronic files, hardware, software, access cards, and any other assets containing organizational data.
13. Immediately contact the MHN Information Services team at \_\_\_\_\_ if any of the following situations or issues arise:
  - a. If there is any reason that someone has acquired and/or compromised my user account/password on any system, I will immediately change my password, if possible, contact Information Services or the appropriate System coordinator to have my password changed.
  - b. I agree that in the event I have a change of status affecting my computer access requirements at my facility, I will inform the Information Services team immediately to either modify or delete my User Account, or if necessary to reset my password.

**By my signature, I hereby certify and agree that it shall be my responsibility to ensure that the confidentiality of patient information is maintained at all times and that I shall at all times strictly comply with all applicable MHN policies.**

LAST NAME	FIRST NAME	MIDDLE
E-mail Address	Phone Number	
Facility/Office/Company	Facility/Office/Company Address	Job Title
Date		