

SUTTERLINK PORTAL ACCESS AGREEMENT

This SutterLink Portal Access Agreement (the “**Agreement**”) dated _____ (the “**Effective Date**”) by and between **SUTTER HEALTH**, a California nonprofit public benefit corporation, having a principal place of business at 2200 River Plaza Drive, Sacramento, California 95833 (“**Sutter**”), and County of Placer through its Health and Human Services Department, a political subdivision of the State of California, having its principal place of business at 3091 County Center Drive, Suite 290, Auburn, CA 95678 (“**Licensee**”) (individually a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Sutter has implemented a community-wide health record system utilizing Epic System Corporation's Epic Care software ("Sutter EHR");

WHEREAS, Sutter EHR contains patients’ Protected Health Information (“PHI”), Medical Information, Personally Identifiable Information (“PII”), and “metadata,” which means all structural, technical and administrative data regarding the design and specification of Sutter Health data structures and descriptive data regarding the use of data content (“Medical Records”);

WHEREAS, Licensee is a healthcare provider or a provides services related to health care that requests access to the Sutter EHR solely for the purposes described in Paragraph 3.1;

WHEREAS, Sutter wishes to make the Medical Records contained in Sutter EHR available to all providers throughout the community to improve overall health in the community, and to that end, has implemented the Epic Care Link software ("SutterLink") to permit portal access to the Medical Records by providers in the community;

WHEREAS, Sutter is providing SutterLink access to Licensee subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, the Parties agree as follows:

AGREEMENT

1. ACCESS.

- 1.1. Grant of SutterLink Access.** Sutter shall provide Licensee and Authorized Users non-exclusive, non-transferable, and revocable limited license to access and use of SutterLink in order to permit Licensee and Authorized Users to electronically access Medical Records pursuant to the terms and conditions of this Agreement and applicable law. Licensee shall provide to Sutter and/or Epic all information reasonably requested and necessary for Sutter to provide Sutterlink access to Licensee.
- 1.2. Technology and Systems.** Licensee is responsible for acquiring, installing and maintaining its own secure technology, environment and equipment necessary to properly access, operate and utilize SutterLink.
- 1.3. Ownership of SutterLink.** Access to SutterLink is licensed and not sold. Licensee agrees that Sutter owns all rights, interest and title in and to the data, trademarks, trade secrets, service marks, and logos (“Intellectual Property”) and Medical Records. All rights not specifically granted to Licensee hereunder are reserved by Sutter. Licensee shall not, by virtue of this Agreement or otherwise, acquire any rights whatsoever in SutterLink, Medical Records, or Intellectual Property aside from the limited licenses granted herein, and Licensee hereby expressly disclaims any other rights therein.

2. OBLIGATIONS OF LICENSEE

- 2.1. Permissible Use of SutterLink.** Licensee shall only use and ensure Authorized Users only use SutterLink access to request, seek access to, and use Medical Records that Licensee is permitted to request, access, and use pursuant to the Agreement and applicable laws.
- 2.2. Authorized Users.** Licensee shall designate all individuals authorized to use SutterLink, including without limitation, employees of Licensee (“Authorized Users”). Authorized Users will also be required to acknowledge and agree to the **End User License Agreement (“EULA”)** in the form attached hereto as **Exhibit A**, before accessing SutterLink, and on a periodic basis as required by Sutter. Licensee shall provide Sutter with the names of Authorized Users so that Sutter may create user accounts and issue user IDs and passwords for the Authorized Users’ user accounts in order for them to access and use SutterLink.
- 2.3. Licensee Administrator.** Licensee will designate at least one (1) person to act as the liaison between the Licensee and Sutter (“Licensee Administrator”). The Licensee Administrator will coordinate SutterLink Authorized Users’ need for access and provide notice as required by paragraph 2.4, and communicate any required information regarding Unauthorized Access or Release to Sutter, as required by paragraph 3.4. Administrator(s) may be required to perform user audits as required by Sutter Health as a requirement for ongoing access.
- 2.4. Notification of Change regarding Authorized Users.** Licensee or Licensee Administrator will immediately notify Sutter (and in any event within twenty-four (24) hours) if an Authorized User no longer requires access to SutterLink because his/her job duties have changed and/or the Authorized User is no longer employed or under contract with Licensee, so that Sutter can terminate such Authorized User’s access to SutterLink.
- 2.5. Password Security and Management.** Authorized Users will be assigned a unique username and password. Each Authorized User is responsible for the security and confidentiality of the username and password assigned to the Authorized User to access SutterLink. Authorized User shall not disclose to any other person his or her password. Licensee and Authorized Users are required to comply with Sutter’s policies and procedures related to password management. Sutter reserves the right to revoke an Authorized User’s password at any time.
- 2.6. Security of Information.** Licensee will take all appropriate actions to ensure that adequate technical, physical and administrative security measures are in place and utilized so as to prevent the unauthorized use of, or access to, or disclosure of the Medical Records.
- 2.7. Monitoring Use of SutterLink.** Sutter will, by automatic means, conduct and maintain an audit trail of all accesses to SutterLink and to Medical Records accessed through SutterLink. Such monitoring may include, but is not limited to, recording the machine name, internet protocol (IP) address number, user number, date, and content of all accesses to SutterLink and information accessed thereon by Authorized User. Sutter may ask for, and Licensee or Authorized User shall provide, copies of Licensee’s or Authorized User’s records verifying treatment relationships and uses and/or disclosures of records for treatment purposes in accordance with the terms of this Agreement.
- 2.8. Corrective Action.** Licensee shall consider corrective action up to and including termination of employment and/or suspension of any Authorized Users who act in violation of this Agreement and/or applicable regulatory requirements.
- 2.9. Access Restrictions.**

Licensee or Authorized Users may not and represents and warrants that each shall **not**:

- i. Copy, reproduce, republish, store, transmit, upload, post, use, modify, adapt, or assign, transfer, or otherwise make available to any unauthorized third party for any reason SutterLink;

- ii. Unlawfully use, translate, decompile, disassemble, reverse compile, reverse engineer, decrypt, decode, or otherwise seek to recreate, derive, or gain access to the source code of, SutterLink or any part thereof, or adapt SutterLink in any way or use it to create a derivative work;
- iii. Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting SutterLink.
- iv. Delete, alter or obscure identifying marks or other proprietary right notices of Sutter or other parties, on SutterLink or materials produced by or using SutterLink.

2.10. Acknowledgement of Clinical Responsibilities and Limitations of SutterLink.

- A. Licensee and each Authorized User are solely responsible for any medical or clinical decisions taken or not taken involving patient care, advice or treatment rendered or not rendered, utilization management, quality management of patients, or other actions taken based on information accessed or obtained through SutterLink. Authorized User will be required to acknowledge and understand that any and all information obtained through SutterLink is not to be used as a substitute for his or her own medical judgment.
- B. All Medical Records accessed through SutterLink are beyond the control of Sutter. Sutter neither originates nor creates all of the Medical Records nor is it obligated to monitor the specific content or accuracy of the Medical Records. All Medical Records accessed through SutterLink are subject to change arising from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in patient health condition, the passage of time, and other factors. As with manually kept records, records transmitted via SutterLink may contain errors, whether resulting from incorrect input or recording of information, errors, or other causes. Licensee is, and Licensee shall ensure each Authorized User is responsible for understanding the limitations of SutterLink.

3. PATIENT INFORMATION.

- 3.1. Use of Medical Record.** The use of Medical Records by Licensee and Authorized Users pursuant to this Agreement shall be solely for the purpose of Licensee's own or Sutter's Treatment, Payment or Health Care Operations ("Treatment" "Payment" and "Health Care Operations" shall have the meanings ascribed to them in the Health Insurance and Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA")). Licensee further agrees to comply, and to ensure that its Authorized Users, employees, and agents comply, with all applicable federal and California privacy and data security laws relating to PHI, including but not limited to HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the California Medical Information Act ("CMIA"), the Fair Credit Reporting Act ("FCRA"), and regulations promulgated under these laws.
- 3.2. Protected Health Information (PHI) and Safeguards.** Licensee's and Authorized Users' access to the Medical Records shall be in accordance with the minimum necessary standard set forth in 45 C.F.R. Sections 164.502(b) and 164.514(d) and only as is appropriate to Authorized Users' responsibilities. If Authorized Users gain inappropriate access to information, Licensee will notify Sutter's Privacy Officer.
- 3.3. Personally Identifiable Information ("PII").** If the Medical Records comprise personally identifiable information of an individual, then Licensee shall further limit uses and disclosures of the PII as limited by this Agreement and applicable law and as appropriate (e.g., to the minimum necessary), and otherwise safeguard it, report breaches or security incidents with respect to it, and document disclosures of it as may be required for an accounting of disclosures, in accordance with applicable federal or state law, including but not limited to California's privacy, data security, and data breach notification laws (e.g., California Civ. Code § 1798 et seq. and California Health and Safety Code § 1280.15).

3.4. Reporting of Unauthorized Use or Disclosure of PHI/PII. Licensee or Licensee Administrator shall report to Sutter: (1) any use or disclosure of PHI or PII not authorized by this Agreement; (2) any security incident of which it becomes aware; or (3) any allegation from any patient or other individual that an Authorized User has made an unauthorized use or disclosure of PHI or breached security of PHI. Licensee shall make the report to Sutter's Privacy Officer immediately if there are foreseeable patient care consequences, and in any event not more than two (2) business days after Licensee confirms such use, disclosure, security incident or allegation. Licensee's report shall identify: (i) the nature of the unauthorized use or disclosure, security incident or allegation; (ii) the PHI or PII at issue; (iii) names of workforce involved in the unauthorized use, disclosure, security incident or allegation and the recipient of any unauthorized disclosure; (iv) what Licensee has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, security incident or allegation; and (v) what corrective action Licensee has taken or shall take to prevent future similar incidents. Licensee shall provide such other information, including a written report, as reasonably requested by Sutter's Privacy Officer. Licensee shall impose appropriate sanctions for HIPAA and/or HITECH violations by Authorized Users and shall cooperate with Sutter in mitigating any harmful effects of such unauthorized access, use, or violations.

3.5. Notification to Individuals. At Sutter's option, Licensee shall be responsible for notifying individuals of the occurrence of any unauthorized uses or disclosures of PHI or PII described in Section 3.4 when Sutter requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, including but not limited to credit monitoring. Licensee must obtain Sutter's approval of the time, manner and content of any such notifications, provide Sutter with copies of the notification, and provide the notification within sixty (60) days after discovery of the breach. Licensee shall have the burden of demonstrating to Sutter that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification requirement.

4. CONFIDENTIALITY.

4.1. Non-Clinical Confidential Information For the purposes of this Agreement, "**Confidential Information**" means any software (including, without limitation, SutterLink and all technical information), material, data and business, financial, operational, customer, vendor, trade secrets, and other information disclosed by one Party to the other and not generally known by or disclosed to the public, and shall include, without limitation, the terms of this Agreement.

4.2. Confidentiality and Non-Use. Licensee shall keep, and shall require its directors, officers, employees, agents and representatives to keep, in confidence all Confidential Information of Sutter and shall not use or disclose to any third parties any of Sutter's Confidential Information, except as specifically permitted in the Agreement or as required by law. In the event Licensee discovers, or suspects, unauthorized use of or access to the Confidential Information (including, without limitation, any EHR System Data), it shall immediately notify Sutter. The obligation to protect Confidential Information will continue as long as recipient possesses Confidential Information.

5. INDEMNIFICATION, DISCLAIMER OR WARRANTIES AND LIMITATION OF LIABILITY.

5.1. Indemnification.

Licensee agrees to indemnify, defend and hold Sutter, and their respective employees, officers, directors, representatives, agents, successors and assigns (the "Representatives") harmless from any and all damages, claims, judgments, losses, costs and expenses, including attorneys' fees (collectively, the "Claims") which result from the act, error or omission of Licensee or Authorized Users, or anyone directly employed by or acting on behalf of Licensee or Authorized Users, in connection with this Agreement.

5.2. Disclaimer. SUTTERLINK IS PROVIDED TO LICENSEE AND AUTHORIZED USERS "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. SUTTER HAS NOT MADE AND LICENSEE HAS NOT RECEIVED ANY EXPRESSED OR IMPLIED

WARRANTIES OR REPRESENTATIONS. SUTTER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO SUTTERLINK, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

5.3. Limitation of Liability. LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT SUTTER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF SUTTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE SUTTERLINK OR THE MEDICAL RECORD; (ii) LICENSEE'S OR AUTHORIZED USERS' RELIANCE ON THE INFORMATION ON SUTTERLINK OR THE MEDICAL RECORD; (iii) LICENSEE'S OR AUTHORIZED USERS' FAILURE TO READ OR ACCESS SUTTERLINK OR THE MEDICAL RECORD IN A TIMELY MANNER; (iv) THE INTERRUPTION, SUSPENSION, OR TERMINATION OF SUTTER LINK OR THE MEDICAL RECORD; (v) VALIDITY OF ANY PATENTS OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (vi) ANY MATTER OTHERWISE RELATED TO LICENSEE'S OR AUTHORIZED USERS' USE OF SUTTERLINK OR THE MEDICAL RECORD.

5.4. LICENSEE UNDERSTANDS THAT THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY ARE MATERIAL TERMS OF THIS AGREEMENT AND A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR SUTTER TO PROVIDE LICENSEE AND ITS AUTHORIZED USER(S) WITH ACCESS TO SUTTERLINK.

6. TERM AND TERMINATION.

6.1. Term of Agreement. Unless earlier terminated as provided herein, the Agreement shall commence on the Effective Date and continue until terminated by either Party (the "**Term**").

6.2. Termination. Either Party may terminate this Agreement with or without cause at any time immediately upon written notice to the other party.

6.3. Termination of Authorized Users' Access to SutterLink. Sutter may terminate any individual Authorized User's right to use and access SutterLink: (i) in the event the Authorized User's conduct results in a material breach of this Agreement or the EULA; (ii) the Authorized User is no longer employed by, or affiliated with, Licensee; or (iii) the Authorized User does not access SutterLink for a period of greater than 120 days.

6.4. Survival. Termination of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the termination of this Agreement. The provisions that by their terms or their nature are intended to survive termination, shall survive.

7. MISCELLANEOUS.

7.1. Notices. All written notices to be given in connection with this Agreement shall be sent by certified or registered mail, postage prepaid or by national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below. Either party may from time to time change its address for purpose of receipt of notice by a notice delivered in compliance with this subsection.

To Sutter:

Sutter Health Office of the General Counsel
Attn: Chief Privacy Officer
2200 River Plaza Drive, 3d Fl W
Sacramento, CA 95833

To Licensee:

Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

- 7.2. Dispute Resolution.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination, will be referred to and definitively resolved by binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., and the arbitration shall be administered by JAMS in accordance with its Streamlined Arbitration Rules & Procedures. The place of arbitration will be Sacramento, California. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction. The provisions of this Section will not preclude the parties from seeking equitable remedies in aid of arbitration from a court of appropriate jurisdiction, and will survive the termination of this Agreement.
- 7.3. Independent Supplier Relationship.** In the performance of their respective responsibilities under this Agreement, each Party is and shall be at all times acting as the independent contractor of the other, and not by virtue of this Agreement or otherwise acting as an employee, agent, partner of, or joint venture with, the other Party.
- 7.4. Assignment and Delegation.** Licensee may not assign or transfer this Agreement, either voluntarily or by operation of law, without the prior written consent of Sutter, which may be withheld in its sole discretion.
- 7.5. Binding on Successors.** This Agreement shall inure to the benefit of and shall be binding on the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- 7.6. Publicity.** Licensee will not publicize or disclose its relationship with Sutter or the terms or existence of this Agreement except with the prior written consent of Sutter's Marketing and Communications Department. Licensee shall not use or imitate the name(s), trademark(s), service marks, logos, trade name(s) or authorized descriptions of Sutter or Epic, their subsidiaries or affiliates for any purpose, without the prior written consent of Sutter's Marketing and Communications Department or Epic, respectively.
- 7.7. Governing Law.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction.
- 7.8. Insurance.**
Licensee shall obtain and maintain all proper and necessary insurance to guard against all applicable risk and obligations associated with this Agreement at its sole cost and expense.
- 7.9. Entire Agreement/Modification.** This Agreement, including the Recitals and Exhibits (which are incorporated herein by this reference), constitutes the Parties' complete understanding with regard to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, and representations, whether written or oral, with respect thereto. For the avoidance of doubt, this Agreement (including any Exhibits attached hereto) shall supersede and prevail over any conflicting click-through terms or acknowledgments required for Authorized Users to access SutterLink (even if later signed), and such Authorized User click-through terms or acknowledgments shall not modify or otherwise amend this Agreement. All modifications or amendments to this Agreement shall be in writing and signed by all Parties.
- 7.10. Waiver.** Any failure of a party to insist upon strict compliance with any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

- 7.11. Severability.** In the event any portion of this Agreement is declared void, invalid or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be terminated by either party as otherwise by the Term and Termination provisions of this Agreement.
- 7.12. Interpretation.** The headings are inserted into this Agreement for reference and convenience only, and will not affect the meaning or interpretation of any provision hereof. All references in this Agreement to “days” will, unless otherwise specified, mean calendar days. For purposes of this Agreement, the words “business day(s)” shall mean any day other than a Saturday, Sunday or holiday recognized by the State of California.
- 7.13. Counterparts.** This Agreement may be executed in counterparts, each of which will be an original and which together will constitute one and the same instrument. A photocopy or scanned version of the executed Agreement may be used as if it were the original Agreement.
- 7.14. No Third-Party Beneficiary.** Nothing contained in this Agreement is intended nor shall it be construed to create rights running to the benefit of third parties, unless otherwise expressly provided in this Agreement.
- 7.15. No Referrals/Non-exclusivity.** Nothing in this Agreement is intended to obligate and shall not obligate any party to the Agreement to refer clients to any other party. Further, this Agreement is not exclusive, and the parties may enter into similar agreements with other parties.
- 7.16. Ambiguities.** This Agreement has been negotiated at arm’s length, and the parties have participated fully in the review and revision of this Agreement. Accordingly, any rule of law (including California Civil Code Section 1654 or any other similar applicable federal or state Law) or legal decision that would require interpretation of any ambiguities to be resolved against the drafting party shall not apply in interpreting this Agreement, and is hereby waived.
- 7.17. Execution.** By their respective signatures and execution dates below, each of the following represents that he or she is duly authorized to execute this Agreement and to bind the party on whose behalf such execution is made.

SUTTER HEALTH

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is a binding agreement between you (“Authorized User” or “you”) and Sutter Health (“Sutter”). Sutter has implemented the Epic Care Link software (“SutterLink”) to permit portal access to the Medical Records by Licensees in the community. This EULA together with the Portal Access Agreement governs your use of SutterLink.

By agreeing to the terms and conditions of this EULA, Sutter grants you a limited, non-exclusive, personal, revocable, nontransferable limited license to access and use SutterLink

BY CLICKING “I AGREE” AND BEING PROVIDED A USERNAME AND PASSWORD, AND ACCESSING SUTTERLINK, YOU AGREE THAT:

1. You have read and understand this EULA.
2. You are an employee of, or individually qualify as, a Covered Entity, a Business Associate, as those terms are defined within the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), or an entity or individual that under HIPAA is allowed to receive PHI without patient written authorization (i.e. organ procurement, funeral director, armed forces...).
3. You have a legitimate need to access medical records, clinical data or other patient health protected or individually identifiable information (“Medical Records”) contained in SutterLink for the purposes of treatment, payment, health care operations activities or other activities allowed under HIPAA, and shall limit your use of Medical Records in Sutterlink exclusively to those purposes.
4. Sutter owns all rights, interest and title in and to the data, trademarks, trade secrets, service marks, and logos (“Intellectual Property”). All rights not specifically granted thereunder are reserved by Sutter and you shall not, by virtue of this EULA or otherwise, acquire any rights aside from the limited licenses granted herein.
5. You will protect and hold in strict confidence all Medical Records contained in SutterLink and not access or disseminate for any purpose other than for the purposes of treatment, payment, or health care operations activities.
6. You will only access or print the minimum necessary information from SutterLink to fulfill your work duties. If you print information from SutterLink, you understand that you will transport/store it securely and shred/dispose of it in a secure waste container when no longer needed.
7. You understand that inappropriate access or unauthorized release of Medical Records within SutterLink may result in (i) potential disciplinary action by Authorized User’s employer, or ii) a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts.
8. Access and use of SutterLink will be solely through the use of a unique username and password that will be assigned to you by Sutter. You agree not to share your unique username and password with any other individual or allow any other individual to use the website once you have accessed it. You understand that you must sign off of a computer system if you leave the computer terminal for any period of time. You understand that you are responsible for all information accessed with your unique username and password.
9. If you have reason to suspect the confidentiality and security of your unique username and password may have been compromised, you agree to report this information to Sutter’s Privacy Officer and your Licensee Administrator as soon as possible.

10. You may not use, copy; reproduce; republish; store; transmit; upload; post; use; modify; download; or print material from SutterLink for any personal, public or commercial purpose, including distributing, selling, using, modifying, or transmitting information contained on SutterLink.
11. You may not change or delete proprietary notices from material downloaded or printed from SutterLink or remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting SutterLink.
12. You may not decompile, disassemble, reverse compile, reverse engineer, decrypt, decode, or otherwise seek to recreate, derive, or gain access to the source code of SutterLink or any part thereof, or adapt SutterLink in any way or use it to create a derivative work.
13. You understand that an audit trail, noting your unique username and password, the Medical Records accessed, and the date may be created and reviewed by Sutter.
14. You understand that inappropriate access or unauthorized release of Medical Records within SutterLink, as determined solely by Sutter, may result in the temporary and/or permanent termination of your access to SutterLink.
15. You are solely responsible for any medical or clinical decisions taken or not taken involving patient care, advice or treatment rendered or not rendered, utilization management, quality management of patients, or other actions taken based on information accessed or obtained through Sutter Link.
16. You assume total responsibility and risk for your use of the Medical Records and understand all Medical Records accessed through SutterLink is beyond the control of Sutter. Sutter neither originates nor creates all of the Medical Records nor is it obligated to monitor the specific content or accuracy of the Medical Records.
17. SutterLink is provided to you on an "as is" basis. Sutter makes no representations or warranties of any kind, express or implied, as to the operation of SutterLink. To the fullest extent permissible by applicable law, SutterLink disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and infringement.
18. Sutter and its affiliates, suppliers, and other third parties are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, those resulting from lost profits, lost data, technical problems or business interruption) arising out of or relating in any way to SutterLink content or information contained within SutterLink, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy for dissatisfaction with SutterLink is to stop using the website.
19. You accept the terms of this EULA and agree you are legally bound by its terms and the terms of the Portal Access Agreement. If you do not agree to these terms, do not access SutterLink.
20. This EULA together with the Portal Access Agreement constitutes the entire agreement between you and Sutter with respect to SutterLink and this EULA shall be governed by, and construed and enforced in accordance with the laws of the State of California.