

CareEntrust, Inc. Entity Agreement

This Entity Agreement (the "Entity Agreement") is entered into by and between CareEntrust, Inc., (f/k/a/ Health Mid-America, Inc.) ("CareEntrust") and Entity, as defined in Section 1 below, and governs your use of the Services (as defined in the User Agreement (as defined below)), including, without limitation, any information made available thereby. This Entity Agreement is to be read and accepted in conjunction with the CareEntrust User Agreement ("User Agreement") and all terms of the User Agreement are incorporated herein by reference. Any reference herein to the "Agreement" or "Agreements" refers both to this Entity Agreement and the User Agreement.

Given the highly personal nature of protected health information and the privacy and security requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and other applicable laws, special care must be taken to comply with the terms of this Agreement. This Agreement does not supplant or replace any duties or obligations arising under HIPAA or other applicable laws.

- 1. Application and Definitions. This Entity Agreement only applies if you are a sole proprietorship,** corporation, limited liability company, partnership, association, trust or other entity which desires access to the Services and agrees to the terms of this Entity Agreement and the User Agreement. If the preceding sentence applies, you are referred to in this Entity Agreement as an "Entity." For the purposes of this Entity Agreement, "User" means one of your employees or independent contractors who accesses or uses any of the Services. Users must be individuals, *i.e.*, natural persons, not corporations, limited liability companies, partnerships, associations, or other entities. All utilization of the Services by Entity shall only be through its Users acting within the scope of their employment or engagement with Entity and only as set forth in this Agreement. Capitalized terms used herein but not defined herein have the meanings assigned to them in the User Agreement. Entity agrees that it will ensure, and that it is responsible for ensuring, that each User accessing the Services as an agent, representative, or otherwise on behalf of Entity is provided with a copy of the most current version of the Agreements, and that such User accepts the most current version of the Agreements, before such User accesses the Services by any means.
- 2. License Grant.** CareEntrust hereby grants Entity a limited, non-exclusive, non-transferable, non-assignable license to access and use the Services, provided and expressly conditioned on (i) Entity's agreement with and satisfaction of the terms and conditions in this Entity Agreement and the User Agreement, and (ii) Entity's Users' agreement with and satisfaction of the terms and conditions in the User Agreement. This license may be revoked by CareEntrust in whole or in part, at any time, with or without cause.
- 3. Right of Agent to Utilize Content and Services.** Entity agrees and understands that its Users have no right or license to utilize any Services except: (a) as employees, independent contractors or agents of Entity acting within the scope of their employment or engagement and only after accepting and assenting to the User Agreement; and (b) only pursuant to Entity's rights and licenses under the Agreements.
- 4. Safeguards; Mitigation.**
 - a. Entity agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately (i) ensure that the patient information included in the

Services is not used or disclosed by Entity or its Users except as provided in the Agreements and (ii) protect the confidentiality and integrity of the CareEntrust and User Content included in the Services that Entity and its Users receive from CareEntrust. Such safeguards shall include procedures for protecting usernames and login passwords utilized by Users, as well as auditing and enforcing such procedures. In the event that a username or login password has been disclosed or otherwise made known to any person not authorized to have knowledge of that username or login password, Entity agrees to notify CareEntrust immediately in writing.

- b. Entity agrees to mitigate, to the extent practicable, any harmful effect that is known to Entity of a use or disclosure of CareEntrust or User Content included in the Services by Entity or one of its Users in violation of the requirements of this Agreement.

5. Management of Agent Access.

- a. Entity shall maintain and provide to CareEntrust a list of all its Users. The list will include such identifying information as CareEntrust may reasonably request. Entity will promptly inform CareEntrust of individuals who cease to be Users and any changes or additions to the list. If a User ceases to be employed or engaged by Entity, then Entity must immediately notify CareEntrust so that CareEntrust may terminate such User's access to and use of the Services. Entity is solely responsible for all its Users and their actions or omissions.
- b. Entity shall ensure that none of its Users posts or transmits any information through the Services which (1) infringes the rights of others or violates their privacy or publicity rights, (2) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent, or otherwise objectionable, or (3) is protected by copyright, trademark, privacy law, or other proprietary right without the express permission of the owner of such right. Entity shall be solely liable for defending against and for any damages resulting from any infringement of copyright, trademark, or any other legal or proprietary right, or any other harm resulting from any uploading, posting, or submission. Entity indemnifies and holds harmless CareEntrust for any liability, damages, or litigation expenses arising from any claims or actions brought by third parties who allege that Entity or its Users have violated this Section.

- 6. Entity Responsibility for its User's Activity.** Entity agrees that it will be responsible, at all times during the term of the Agreements and for so long thereafter as Entity uses, discloses, accesses, or maintains the Services, to ensure that its Users comply with all laws directly or indirectly applicable to Entity and its Users that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the CareEntrust and User Content, including, without limitation, confidential patient information, and that it will use best efforts to cause all persons or entities under its direction or control to comply with such laws. Entity is, at all times during the term of the Agreements and for so long thereafter as Entity uses, discloses, accesses, or maintains the Services, responsible for obtaining and maintaining all patient consents and all other legally necessary consents or permissions required or advisable for the delivery of patient care services, the transmission or disclosure of confidential patient information (whether to CareEntrust or otherwise), including CareEntrust and User Content or any other situation where Entity is required by law to obtain consent. Entity agrees that CareEntrust, its licensors, and all other

persons or entities involved in the operation of Services, have the right to monitor, retrieve, store, and use the Services.

7. **Training.** Entity shall provide appropriate and adequate training to all of its Users in the requirements of applicable laws and regulations governing the confidentiality, privacy, and security of protected health information, including, without limitation, requirements imposed under HIPAA.
8. **Restriction, Suspension, or Termination of Agent's Access Rights.** In the event that one of Entity's Users violates either of the Agreements, Entity agrees to take prompt and appropriate disciplinary action (commensurate with the violation) including but not limited to the following: (a) additional restrictions or limitations on access and use of the Services, (b) suspension of access and use of the Services for a specified or indefinite period of time, (c) termination of access and use of the Services, or (d) other prompt and appropriate action. Entity will inform CareEntrust of every violation of the Agreements or applicable law and of the disciplinary action taken. Independently and without prejudice to its other remedies, CareEntrust may suspend or terminate such User's access to and use of the Services or may impose restrictions or limitations on the User.
9. **Policies, Procedures, and Guidelines.** Entity and its Users must comply with all CareEntrust policies and processes including, without limitation, policies and processes regarding user access and complaint handling, as provided by CareEntrust to Entity from time to time.
10. **Inspection.** CareEntrust may inspect and audit Entity or its Users for compliance with the Agreements and any then-current policies, procedures, and guidelines provided by CareEntrust to Entity or its Users. In doing so, CareEntrust will try to minimize any disruption to Entity's operations. Unless otherwise provided by law or court order, CareEntrust will keep confidential any confidential information it learns from such inspections and audits and will only use such confidential information for the purposes of the Agreements and their enforcement.
11. **Retained Right.** Notwithstanding anything in the Agreements to the contrary, CareEntrust retains the right to take reasonable and necessary steps to protect its interests if either of the Agreements is violated, the Services or any information made available thereby are misused, or other steps are required by law.

Entity Name

Printed Name/Position for Authorized Person

Authorized Signature

Date