

SITE ADMINISTRATOR AGREEMENT

PROVIDER PORTAL DELEGATE/SITE ADMINISTRATOR GUIDELINES AND CONSENT

As a designated delegate/site administrator for Lumicera Health Services, LLC's ("Lumicera") provider portal (the "Provider Portal"), the undersigned shall adhere to and abide by the following safeguards:

1. Maintain a Designated User Record

I will maintain a current record of the individuals at my delegated site(s) to whom Lumicera and I have given authority (A "Designated User") to view Protected Information (defined below) within the Provider Portal (A "Designated User"). I shall ensure each Designated User executes a copy of the **Confidentiality and Use Terms for Designated Users** form attached as **Exhibit A** prior to providing them with access to the Provider Portal. The records will include the Designated Users name, login ID, and access levels. I will make the record available upon request to the appropriate Lumicera representative, for purposes of monitoring and auditing information. I will grant access to the Provider Portal and the Protected Information contained therein only to employees of the organization that operates the designated site(s), on a need-to-know basis provided such employees are subject to written obligations or are otherwise bound by obligations of confidentiality and non-use respecting the Provider Portal and Protected Information that are at least as restrictive as those set forth herein, and will not create accounts for individuals associated with third parties or contracted billing services, or for the purposes of artificial intelligence, auto-scripting or any other non-human access to or interaction with the Provider Portal, unless authorized by Lumicera in a separate written agreement.

All accounts I create for employees of my organization will contain unique, identifiable information specific to the employee, such as first and last names, logins, email and phone. I will only create accounts for employees of my organization. I will not log in under any of the accounts I create for others.

"Protected Information" is defined as information that identifies, or could be used to identify, an individual member or patient and is transmitted or maintained in any form or medium. Protected Information includes any information, oral or recorded, relating to the health of an individual, the health care provided to an individual or payment for health care provided to an individual. Protected Information also includes demographic information, such as name, address, date of birth, and phone number.

"Third Party Vendor" means any individual or entity that is providing services for the designated Delegate/Site Administrator or acting on the designated Delegate/Site Administrator's behalf, with a need to access the Provider Portal.

Lumicera is not liable for any breach or unauthorized access of your password management vault by a Third Party Vendor, any other third party or any unauthorized use of information stored in your password management vault by a third party.

In the event an Owner/Operator has authorized me to act as Delegate/Site Administrator on the behalf of a group of physicians, I agree to:

1. fill out **Exhibit B**, in full, with the information of any physicians for which I have been granted this authorization;
2. provide Lumicera with an up-to-date version of Exhibit B on no less than a quarterly basis; immediately notify Lumicera in writing of any new authorizations or revoked authorizations relating to a physician.

2. Audit

I will monitor and report any unauthorized activity by a Designated User. Unauthorized activity includes, but is not limited to:

- Accessing Protected Information that is not required to treat a particular patient or to receive payment for services for a particular patient;
- Using or sharing protected Usernames and/or passwords with other individuals, including, but not limited to sharing Usernames and/or passwords with individuals within the same site or organization;
- Creating shared accounts or assigning one account to multiple users;
- Sharing Protected Information obtained from the Provider Portal for purposes unrelated to care of the individual or payment for their services;
- Accessing Protected Information beyond the Designated User's approved authorization levels.

If unauthorized use or access of the Provider Portal or Protected Information is found, I will revoke Provider Portal privileges for the Designated User within twenty-four (24) hours and report any such misconduct to the appropriate Lumicera personnel within twenty-four (24) hours. I shall perform a monthly audit to verify Designated Users are accessing and utilizing the Provider Portal only as permitted and contemplated herein. The results of my audit shall be provided to Lumicera.

3. Termination of Change of Position Procedures

If I change positions or if I am terminated, I will report my change in status to the appropriate Lumicera representative within two (2) business days of such event. If a Designated User leaves his or her position, for any reason, I will promptly cancel the Designated Users access to the Provider Portal and ensure they do not have access once they no longer hold their position.

4. Breach of Privacy

I will report any and all breaches of privacy or breaches of the above guidelines to the appropriate Lumicera representative within two (2) business days of occurrence. I understand and agree that my (1) failure to report or (2) participation in any unauthorized activity will result in immediate termination of my responsibilities and privileges, and the possible revocation of my site's Provider Portal privileges. If my site is using the Provider Portal to electronically receive remittance advice or other electronic transactions mandated by law, then the suspension or cancellation of my site's Provider Portal privileges may be deemed a failure of provider to accept such mandated transactions but shall not be deemed a failure of Lumicera to transmit the transactions. I understand and agree that I have the option of contracting with a Lumicera-approved clearinghouse as an alternate means of receiving these transactions from Lumicera.

5. Other Duties

I understand and agree that I am bound by the terms and conditions of Lumicera's confidentiality and use requirements, including those provided for Designated Users in Exhibit A to this Agreement, in addition to the terms and conditions of the above Delegate/Site Administrator Guidelines.

I have read and understand the responsibilities required of me as a Delegate/Site Administrator. By accepting this online Delegate/Site Administrator Guidelines and Consent, I agree to abide by the Delegate/Site Administrator Guidelines and assume responsibility for the Delegate/Site Administrator position.

Please identify whether authority is being granted for management under a specific physician or a group of physicians. Authority for a group of physicians shall only be granted and valid with Owner/Operator signature below.

- Authorization to manage access for Designated Users on behalf of a single physician
(Signature by applicable physician required)
- Authorization to manage access for Designated Users for multiple physicians on behalf of Owner/Operator
(Signature by Owner/Operator required)

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed this Agreement by providing their information and signature below.

Delegate/Site Administrator Name

Delegate/Site Administrator Signature

Delegate/Site Administrator Email Address

Single Physician Management Group Management

Physician Name

Physician Signature

Physician NPI

Group Management

Clinic Name

Clinic Address

Owner/Operator Name

Owner/Operator Signature

EXHIBIT A

CONFIDENTIALITY AND USE TERMS FOR DESIGNATED USERS

Lumicera Health Services, LLC ("Lumicera") agrees to grant me ("Designated User") access to the online portal it operates to aid and inform providers ("Provider Portal"), subject to the conditions set forth below. In exchange for grant of access to the Provider Portal, I agree to the following provisions:

1. I warrant and acknowledge that I have received permission to access the Provider Portal by the provider(s) I work for ("Provider") and the designated delegate/site administrator of my office ("Provider Delegate"), as evidenced by the Provider Delegate's signature below.
2. I acknowledge that through Provider Portal access I may obtain nonpublic and/or otherwise confidential patient demographic, financial, clinical and/or business proprietary information ("Confidential Information"), and I agree to comply with all existing and future Lumicera and Provider Portal policies and procedures concerning the security, confidentiality and privacy of Confidential Information.
3. I agree not to, in any way, divulge, copy, release, sell, or loan any Confidential Information.
4. I agree that I will not save Confidential Information to portable media devices ("thumb drives", memory sticks, DVDs, floppies, CDs, PDAs, and other devices) or hard copies.
5. I agree not to release my username and password to any other person, including any employee or person acting on my behalf. I agree not to allow anyone else to access the Provider Portal under my username and password. Furthermore, I agree not to use or release anyone else's username and password.
6. I agree to notify the appropriate Lumicera representative immediately if I become aware or suspect that another person has access to my username and/or password. Furthermore, I understand that my staff or assistants will not be able to access this system without submitting their own Confidentiality and Use Agreement with approval by the Provider Delegate and their own unique user identification and logon has been assigned.
7. Lumicera is not liable for any breach or unauthorized access of your password management vault by a third party vendor, any other third party or any unauthorized use of information stored in your password management vault by a third party
8. I agree not to allow any unauthorized person to use or access the Provider Portal system either onsite or remotely. I agree not to allow my staff, family, friends or other persons to see the Confidential Information on my computer screen while I am accessing the Provider Portal. I further agree to fully log out of all Provider Portal networked systems before leaving my workstation.

9. I agree to follow all policies and procedures concerning access, use and disclosure of patient health information (available upon request). I agree to access Confidential Information only for those individuals with whom I or the provider(s) for whom I work have a treatment relationship. I also agree to access only the amount of Confidential Information necessary to perform my job functions related to that treatment relationship. Any other access requires the express permission of Lumicera.
10. I agree that I will never access Confidential Information for "curiosity viewing". I understand that this includes viewing Confidential Information of children, other family members, friends, or co-workers, unless access is necessary to provide services to patients with whom I or the provider(s) for whom I work have a treatment relationship.
11. I agree to maintain adequate security procedures for the computers on which I access Provider Portal information systems, including firewalls, password management practices, and appropriate and current anti-virus software approved for use by Lumicera. I agree that my computer will require a password for access consistent with best practice security guidelines.
12. I agree to immediately report to Lumicera any use or disclosure of protected health information (PHI) received from Provider Portal for purposes other than those permitted by this Agreement and any security incident that I become aware of that affects PHI created on behalf of or received from Provider Portal.
13. I understand that remote support from Lumicera may be limited.
14. I understand that it is not the responsibility of Lumicera to support and/or repair my computer, ISP connection, applications or web browsers.
15. I agree to wipe clean the hard drive prior to sale, transfer, or donation of my computer according to Department of Defense 5220.22-M wipe pass standards. I will contact Lumicera and permit them the option to review the hard drive for any Confidential Information prior to any sale, transfer, donation, or any other disposition of the hard drive.
16. I agree that my compliance with this Agreement may be subject to review and/or audit by Lumicera.
17. I agree to allow Lumicera to, at their option, inspect any computer I use for remote access, including those located in my home, office or other facility. Further it is understood that this device will be blocked from accessing the systems except as permitted by Lumicera.
18. I agree that my obligations under this Agreement will continue in the event my status with Provider is terminated or expires, my employment ends, or in the event Provider Delegate or Lumicera terminates my remote access under this Agreement.

- 19. I agree that any breach of this Agreement will be considered a material breach, and that breaches are treated as a very serious matter. I agree that, in the event I breach any provision of this Agreement, Lumicera and Provider Delegate has the right to terminate my remote access, with or without notice at their discretion.
- 20. If I change positions or if I am terminated, I will report my change in status to the appropriate Lumicera representative within two (2) business days of such event.
- 21. I understand that my access to the Provider Portal may be removed at any time by the Provider Delegate or Lumicera at their discretion.
- 22. I agree that, in the event I breach any provision of this Agreement, I am responsible for my actions. If Lumicera is required to bring an action to enforce this Agreement, I agree to pay Lumicera its expenses, including reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this Agreement by providing their information and signature below.

Provider

Provider Delegate Name

Provider Delegate Signature

Designated User Name

Designated User Title

Designated User Signature

