

## Exhibit B

### CareLink Solutions General Terms & Conditions of Use

#### Purpose

Loma Linda University Shared Services (“**LLUSS**”) has installed and made operational a system capable of, among other things, storing and processing electronic medical records (EMRs) and electronic health records (EHRs) (collectively, as it evolves, the “**LLUSS EHR Platform**”). LLUSS has implemented a web-based service developed by Epic Systems Corporation, known as the “CareLink Program”, and other programs offered by Epic Systems Corporation compatible with and/or integrated with the CareLink Program (collectively, the “**CareLink Solutions**”) as part of the LLUSS EHR Platform.

The organization with which you are associated (the “**Organization**”) has entered into a Site Agreement with LLUSS. Organization has requested that you be granted secure access to the CareLink Solution because you are currently involved in the care and treatment of patients who have received care or treatment at one or more of the CareConnect Partners’ sites or require access to referrals, medical records and insurance information for a healthcare organization’s managed care members. LLUSS will give Organization access to a secure electronic database of CareConnect Partners’ patient information.

**BY USING THE WEBSITES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITE.**

#### Attestation

I have been authorized by the Organization to access certain health information of current patients of the Organization, through the CareLink Program, a secure electronic database of protected health information (PHI) and medical information, providing access to referrals, medical records and insurance information for a healthcare organization’s managed care members, and/or through an Other CareLink Solution for the limited purpose agreed to between Organization and LLUSS.

I understand that the Organization has entered into a separate “CareLink Site Agreement” (the “**Site Agreement**”) with LLUSS establishing the terms and conditions by which Organization (and its employees and affiliates) shall be permitted to access the aforementioned secure electronic database for the limited purpose as therein stated and Organization has authorized me, as its agent and/or employee, to receive individual access credentials to the CareLink Solution pursuant to the terms of that Site Agreement.

In consideration for receiving individual access credentials (User ID and password) and access to the CareLink Solution, I hereby agree as follows:

1. **Limited Purpose:** I will only access protected health information, as such term is defined under the California Medical Information Act (CMIA) and other applicable law and regulations (collectively, “PHI”) and medical information for the sole purpose of obtaining health information about lab results and the treatment CareConnect Partners provided to Organization’s patients which is necessary for Organization’s treatment of such patients and I will at all times maintain the confidentiality and security of any PHI and medical information I access or use; I will not access information for which I have no legitimate need. In using the CareLink Program, I will access information for the sole purpose of Plans’ legitimate business purpose with respect to any particular patient governed by the existing payor contract. I will not access my own records or records of my family members; I will only access minimum necessary information for which I have a legitimate use. Any other use is prohibited and may subject the Organization and myself to civil, administrative and/or criminal liability. I further understand that LLUSS and the CareConnect Partners may report any suspected unauthorized access to or disclosure of PHI or medical information to the affected patients, the State of California, to the US Department of Health and Human Services, Office for Civil Rights, and other law enforcement agencies or regulatory bodies with jurisdiction.
2. I understand that LLUSS has implemented administrative, technical, and physical safeguards in the CareLink Solution to protect the confidentiality and security of PHI and medical information and I agree not to bypass or disable these safeguards. I will not save data obtained by access through CareLink Solution to any portable media device (flash drives, CDs, USBs, laptops, iPads, smartphones and other related devices).

3. I understand that email is not a secure, confidential method of communication. I will not include confidential patient information in email communications, unless using an approved secure email encryption methodology.
4. I have no expectation of privacy when using CareLink Solution to access PHI and medical information. I understand all activity is tracked based on my user ID. CareConnect Partners shall have the right to record, audit, log and monitor access to the PHI and medical information database attributed to my User ID or password.
5. I understand that my User ID and password are confidential and must not be shared with anyone; I am responsible for safekeeping my password, therefore, will not leave it written down for others to find, nor will I utilize user ID and password auto save functionality on any computer or mobile device; I am responsible and will be held liable for any activity initiated by my User ID or password. If I suspect that my User ID or password has been compromised, I must immediately inform my site administrator and contact the LLUH Information Services team at (909) 558-4840.
6. I agree to practice good workstation security measures on any computing device I use to access the CareLink Solution. Good security measures include, but are not limited to, logging out of CareLink Solution or locking the workstation when stepping away, maintaining physical security of all portable electronic devices, never leaving a portable device unattended while in use or in transit, and adequately shielding the screen from unauthorized viewing by others.
7. I agree to immediately report any known or suspected violation of the confidentiality or security of PHI and medical information of patients to the LLUH Corporate Compliance Department at (909) 651-4200.
8. My confidentiality obligations under these Terms and Conditions of Use survive termination of the Site Agreement or my employment by or relationship with the Organization.
9. Violations of these Terms and Conditions of Use may result in revocation of my user privileges, sanctions up to and including termination; and LLUSS or any impacted CareConnect Partner may additionally seek appropriate civil or criminal remedies and/or equitable relief.

### **Terms and Conditions**

I agree that I will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party. In consideration of being allowed to use the Websites' interactive services, I agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person (Note: this does not restrict authorized use of the CareLink Solution feature(s).)
- using secure messaging for any purpose in violation of local, state, national, international laws or posted LLUSS or CareConnect Partners policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Organization, LLUSS and CareConnect Partners personnel) or entity as determined by LLUSS and CareConnect Partners in their sole discretion
- using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- collecting information about others, including email addresses
- intentionally distributing viruses or other harmful computer code
- "Jailbreaking" the operating system of a mobile device using the Mobile Application.

LLUSS expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the CareLink Solution due to any act that would constitute a violation of these Terms and Conditions. By accepting these Terms and Conditions, I agree to receive essential communications by email alerts. No PHI or medical information is ever included in these emails. These communications may include (but are not limited to):

- Notification that an important message awaits me in CareLink Solution (this may be a result message, medical event message, etc.)
- Service updates.
- In addition, I may periodically receive online invitations to participate in satisfaction and other types of surveys related to your experiences with CareLink Solution. My participation in such surveys is always optional.

**Revisions, changes, and updates**

LLUSS may revise the information on the Website or otherwise change or update the Website, including these Terms and Conditions, without notice to me. LLUSS (and CareConnect Partners) may also make improvements and/or changes in products and/or services to which I am provided access through the CareLink Solution or add new features thereto at any time without notice. LLUSS encourages me to periodically read these Terms and Conditions to see if there have been any changes to its policies that may affect me. My continued use of the Websites will signify my continued agreement to these Terms and Conditions as they may be revised.

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**Limitation of liability and choice of law**

LLUSS, CARECONNECT PARTNERS AND THEIR AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO THROUGH CARELINK OR ON THE WEBSITES 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, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE CARELINK SOLUTION, THE WEBSITES, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE CARELINK SOLUTION, THE WEBSITES, AND/OR ANY THIRD PARTY WEBSITE, 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 THE WEBSITES, SITE-RELATED SERVICES, AND/OR THIRD PARTY WEBSITES IS TO STOP USING THE CARELINK SOLUTION, THE WEBSITES AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

**Trademarks and service marks**

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