



THE UNIVERSITY OF KANSAS HEALTH SYSTEM

Cover Sheet

EPICCARE LINK ELECTRONIC MEDICAL RECORD ACCESS AGREEMENT

Date:

Organization:

Mailing Address:

City, State, Zip:

Contact Name:

Contact Person's Title:

Phone:

Email:

Instructions:

This is a fillable PDF. Please type in all information on this cover sheet and the following addendum, except for the signature blank on the right side of Page 5. This requires an actual signature or official electronic signature of someone authorized to sign for your organization. Please email the completed cover sheet and signed addendum to the EpicCare Link administrator at EpicCareLink@kumc.edu.

This facsimile transmission contains confidential information, some or all of which may be protected health information as defined by the federal Health Insurance Portability & Accountability Act (HIPAA) Privacy Rule. The information contained in this facsimile is intended only for the exclusive and confidential use of the designated recipient named above. If you are not the designated recipient (or an employee or agent responsible for delivering this facsimile transmission to the designated recipient), you are hereby notified that any disclosure, dissemination, distribution or copying of this information is strictly prohibited and may be subject to legal restriction or sanction. If you have received this transmission in error, immediately notify the Privacy Officer at 913-945-5490 to arrange for the return or destruction of the information and all copies.

EPICCARE LINK ELECTRONIC MEDICAL RECORD ACCESS AGREEMENT

This EPICCARE LINK ELECTRONIC MEDICAL RECORD ACCESS AGREEMENT (“Agreement”) is effective as of (date) _____, (the “Effective Date”) by and between the University of Kansas Hospital Authority, a public body corporate and independent instrumentality of the State of Kansas, on behalf of itself and its subsidiaries, (hereinafter referred to as “UKHA”) and

(*your organization’s name*, herein referred to as “User”).

RECITALS

1. UKHA owns and operates the University of Kansas Hospital, a general acute care teaching hospital located in Kansas City, Kansas, as well as various other health care facilities in the Kansas City metropolitan area;
2. UKHA utilizes an electronic medical record (“EMR”) system which contains electronically stored medical information about patients (“Health Care Records”), including Protected Health Information (as defined herein);
3. User is a health care provider, health plan, or other health care organization that requests certain access rights to the EMR system for Treatment, Payment, Health Care Operations (as such terms are defined by HIPAA), or other legitimate purpose(s) approved by UKHA in its sole discretion consistent with and in accordance with applicable law; and
4. UKHA desires to grant limited permission to User and its Authorized Personnel (as defined herein) to access the EMR for such purposes via an access portal (“EpicCare Link”) subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Definitions.

“Authorized Personnel” means: User’s subcontractors or agents, and/or persons employed by or affiliated with the User, who have been granted access to the Health Care Records by the User for an authorized and legally permissible purpose and who, with respect to a particular patient’s Health Care Records, require access to such Health Care Records in performing their job duties for User.

“Unauthorized Access or Release” means: the access, use or disclosure of a Health Care Record through EpicCare Link in violation of the requirements of this Agreement including, but not limited to, the access, use or disclosure to any person other than Authorized Personnel, or any access, use or disclosure that is in violation of applicable state or federal law.

2. User Obligations.

- a. *Technical Requirements.* User acknowledges and agrees that any hardware, software, network access or other components necessary for access and use of EpicCare Link must be obtained separately by User at its sole cost and expense. UKHS shall not be responsible for the procurement, installation or maintenance of any necessary hardware, software, network access, or other components.
- b. *Access.* All access to Health Care Records is subject to the conditions and limitations contained in this Agreement. User will ensure that Authorized Personnel access Health Care Records through EpicCare Link only to the extent necessary for User's or UKHA's Treatment, Payment or Health Care Operations, as appropriate, or any other legitimate purpose approved by UKHA in its sole discretion, and in a manner consistent with (i) applicable state and federal law, including the HIPAA minimum necessary requirements, when applicable, (ii) this Agreement, and (iii) any other requirements or limitations communicated to the User in writing by UKHA.
- c. *Authorized Personnel.* User will designate Authorized Personnel that will have access to the Health Care Records through EpicCare Link and provide the individual's name and any other identifying information reasonably requested by UKHA in the form and format requested by UKHA. User will immediately report to UKHA any terminations or job changes of Authorized Personnel so access to Health Care Records and the EMR through EpicCare Link may be terminated for these individuals, as appropriate. User further agrees on each anniversary date of this Agreement, to validate that the Authorized Personnel continue to require access to EpicCare Link and continue to be employees of User. User represents User is providing training to Authorized Personnel to appropriately access the EMR and the Health Care Records. Before permitting Authorized Personnel to access the Health Care Records, User will require those Authorized Personnel to agree to the EpicCare Link Access Terms & Conditions in the same or similar format attached as **Exhibit A**, and it will provide UKHA with all signed Authorization Personnel Terms and Conditions upon UKHA's request.
- d. *Unauthorized Access or Release.* User agrees that it maintains certain policies and procedures to prevent Unauthorized Access and Release of Health Care Records by User and the Authorized Personnel. User will immediately report any Unauthorized Access or Release to UKHA. Upon an occurrence of Unauthorized Access or Release, User will communicate to UKHA its corrective action plan which will include (1) mitigating any harmful effect that resulted from the Unauthorized Access or Release; and (2) applying appropriate corrective action to ensure no further Unauthorized Access or Release occurs and otherwise reasonably coordinate with UKHA to resolve the Unauthorized Access or Release.
- e. *User Administrator.* User will designate one (1) person to act as the liaison between the User and UKHA (the "User Administrator"). The User Administrator will coordinate EpicCare Link access, perform Authorized Personnel list maintenance, reset passwords, and communicate any required information regarding Unauthorized Access or Release to UKHA.

- f. *Applicable Law.* User agrees, and will cause the Authorized Personnel to agree, to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder (“HIPAA”) as well as other applicable federal or state law. Such obligations include compliance with the HIPAA minimum necessary rule, when applicable, in accessing the Health Care Records and the EMR through EpicCare Link.
- g. *Confidential Information.* User acknowledges, and will cause all Authorized Personnel to acknowledge, that under the terms of this Agreement, he/she may have access to information that is confidential and of substantial value to UKHA, which value would be impaired if such information were disclosed to third parties (“Confidential Information”). Confidential Information specifically does not include information that (a) is already known to User or is publicly available at the time of disclosure; (b) is disclosed to User or Authorized Personnel by a third party who is not in breach of an obligation of confidentiality to UKHA; (c) becomes publicly available after disclosure through no fault of User or Authorized Personnel; (d) is required by rule or law to be disclosed, provided that User promptly gives UKHA notice of the requirement to disclose the Confidential Information to allow UKHA the opportunity to take legal action to prevent the disclosure, and, at UKHA’s expense, to provide all assistance that is reasonably required to preserve the Confidential Information’s confidential treatment, such as protective orders, and the like. User agrees that, and will cause Authorized Personnel to agree that, he/she will not use in any way for his/her own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to him/her by UKHA. User will take, and will cause Authorized Personnel to take, every reasonable precaution to protect the confidentiality of such Confidential Information. User acknowledges, and will cause the Authorized Personnel to acknowledge, that unauthorized use or disclosure thereof could cause UKHA irreparable harm that cannot be compensated by monetary damages. Accordingly, User agrees, and will cause the Authorized Personnel to agree, that UKHA will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of Confidential Information and will be entitled to pursue any other available remedies for such breach or threatened breach, including the recovery of damages from User or any Authorized Personnel. The restrictions set forth herein related to Confidential Information are not included to impose restrictions on User’s or Authorized Personnel’s subsequent use or disclosure of Protected Health Information accessed in accordance with the terms of this Agreement, provided that any such further use or disclosure of such Protected Health Information is in accordance with applicable law.
3. UKHA’s Obligations. UKHA will permit Authorized Personnel access to Health Care Records and the EMR via EpicCare Link as provided in this Agreement.
4. Term and Termination. The term of this Agreement will be for a period of one (1) year beginning on the Effective Date. Unless otherwise terminated, this Agreement will automatically renew for successive one (1) year terms. Either party may terminate this

Agreement without cause by providing thirty (30) days written notice to the other party, which notice will specify the effective date of termination. The parties agree that upon any breach or imminent breach of this Agreement by User or Authorized Personnel, UKHA may, in its sole discretion, immediately terminate this Agreement.

5. Independent Parties. The parties hereto are independent parties, and this Agreement may not be construed to treat either party as a partner, agent, joint venture or representative of the other party.
6. No Warranty. UKHA MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY EPICCARE LINK NETWORK CONNECTION, THE UKHA EMR SYSTEM, OR THE HEALTH CARE RECORDS AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. Indemnification. User agrees to indemnify, defend, and hold harmless UKHA and its affiliates, directors, officers, and agents from and against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees, resulting from, or arising out of, or in connection with any Unauthorized Access and Release of Health Care Records or information contained in the EMR, or other misuse of EpicCare Link by User, its employees, subcontractors, agents, affiliates, or its equipment or any other breach of this Agreement by User or any Authorized Personnel.
8. Assignment. User may not assign, transfer, convey, or otherwise dispose of this Agreement to any third party without the prior written approval of UKHA.
9. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement must be in writing and must be either personally delivered or sent by first class mail, postage prepaid, to the address given below, or to such other address as either part may designate from time to time. User shall report Unauthorized Access or Release to the Director of HIPAA Commitment by e-mail to Privacy@kumc.edu in addition to the written notice described above.

To UKHA at:

SVP General Counsel
University of Kansas Hospital Authority
Hospital Executive Offices, 1215 KUH
4000 Cambridge St
Kansas City, Kansas 66160

To User at:

*(Include full name and
address of your
organization.)*

Organization Name

Street Address

Suite Number

City, State, Zip Code

10. Entire Agreement. This Agreement constitutes the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein will be of any force or effect. This Agreement supersedes any other oral or written agreement into between the parties on the subject matter hereof.
11. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement will operate as a waiver thereof. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach.
12. Severability. The invalidity or enforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.
13. Amendment. This Agreement may be amended only by a written document signed by both parties.
14. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one agreement.
15. Survival. The statutory duties to maintain the confidentiality of the Health Care Records are not limited or extinguished by this Agreement or by the termination of this Agreement. The obligation to prevent Unauthorized Access and Release and the agreements regarding indemnification in Paragraph 7 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

THE UNIVERSITY OF KANSAS
HOSPITAL AUTHORITY

USER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Name of your Organization

Signature of person representing your organization

Printed Name of Person above

Title of person above

EXHIBIT A

EPICCARE LINK TERMS & CONDITIONS FOR AUTHORIZED PERSONNEL

(Note: This is a sample of the terms and conditions each user will be asked to sign before using EpicCare Link.

No signature is required at this time.)

The University of Kansas Hospital Authority (UKHA) is committed to protecting the privacy and security of its patients' medical records and other health information. UKHA grants limited permission to authorized individuals (such as "you") to access and use EpicCare Link, an access portal to our electronic medical records when the health care provider, health plan, or other health care organization (the "User") who employs or contracts with the authorized individuals has entered into an EpicCare Link Electronic Medical Record Access Agreement with UKHA. By signing below, you accept responsibility to safeguard all protected health information ("PHI") and personally identifiable information ("PII") accessed through UKHA EpicCare Link, from inappropriate use or disclosure. All access to UKHA EpicCare Link shall be subject to the following conditions and limitations:

1. Appropriate Access Through EpicCare Link. You agree to use EpicCare Link solely to access the electronic medical records of patients for whom such access is necessary to perform your job function for the User because you are: (a) directly part of the patient's care team, (b) an authorized representative of the patient's care team, or (c) an authorized reviewer of the medical record for a purpose permitted by law. You agree to access only the minimum necessary information through EpicCare Link which is necessary to perform your job duties for User. You are only authorized to access and use EpicCare Link while in the employ of the User and in the event your employ or contract with User terminates or your job function changes such that you no longer require access to electronic medical records through EpicCare Link, you shall immediately cease utilizing EpicCare Link. You agree to not access or attempt to access electronic medical records to which you are not authorized. **You agree to not access your own or your family member's information, for which you do not have a legitimate business or treatment reason to access when performing your job duties for the User, even if your family member has authorized release of information to you.**

2. Username and Password. You agree to access and use EpicCare Link solely through the use of your unique individual username and password. You agree not to share your individual username and password with any other individual or allow any other individual to use your username and password. 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 username and password. If you have reason to suspect the confidentiality and security of your username or password may have been compromised, you agree to report this information to UKHA's Privacy Services department and your administrator as soon as possible. By using your individual security code to access and use EpicCare Link, you acknowledge that you have received instruction on proper use and consequences of any misuses.

3. Prohibited Activities. You understand and agree that you may not use, download or print material from EpicCare Link for any personal, public or commercial purpose, including distributing, selling, using, modifying, or transmitting information contained on EpicCare Link, or accessing your own or a friend or family member's records. You agree not to print confidential

information remotely (such as from your home or in a public or off-site printer). You understand that UKHS has implemented administrative, technical, and physical safeguards in EpicCare Link to protect the confidentiality and security of medical information and you agree to not, or attempt to, bypass or disable these safeguards. You agree to not change or delete proprietary notices from material downloaded or printed from EpicCare Link. You agree to not post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harmful, pornographic or profane material, any proprietary information belonging to others or any material that could be deemed as to encourage criminal activity, give rise to civil liability or otherwise violate the law.

4. Monitoring and Reporting Inappropriate Use. You understand that UKHA will maintain a log of all access to patient medical records through EpicCare Link. In addition, you understand that EpicCare Link will capture and retain your name, username and password, and electronic signature when and if applicable and any other pertinent information required by UKHA, and UKHA will conduct routine reviews of EpicCare Link user accounts. All access to and activities performed by you in EpicCare Link using your username and password will be attributed to you. In the event of the actual or suspected inappropriate use or disclosure of patient medical records through EpicCare Link, you agree to immediately report the actual or suspected inappropriate use or disclose to UKHA's Privacy Services department and your administrator and to cooperate with UKHS in every reasonable way to investigate and mitigate such inappropriate use or disclosure.

5. Reliance on Information Available Through EpicCare Link. You understand that the health and health-related information contained on EpicCare Link should not be used as a substitute for medical treatment by a health care professional. While every effort is made to ensure the information contained on EpicCare Link is accurate, complete and timely, UKHA does not guarantee the accuracy, completeness or timeliness of the information. You acknowledge that some UKHA patient records may not be visible through EpicCare Link due to technical limitations, use of multiple record keeping applications, and due to certain privacy laws. You agree to assume total responsibility and risk for your use of this information.

6. Termination of Access. You understand that UKHA reserves the right to terminate your access to EpicCare Link or any other UKHA system, without notice, due to any act that, in UKHA's sole discretion, constitutes a violation of these Terms and Conditions. You understand that you may be subject to civil or criminal penalties as described by federal/state law for the inappropriate access to, or use or disclosure of medical records accessible through EpicCare Link.

7. Liability Provisions. You agree that UKHA 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 EpicCare Link content or information contained within EpicCare Link, 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 EpicCare Link is to stop using the website. Further, you agree to indemnify, defend, and hold harmless, UKHA from and against any claim, cause of action, liability, damage, cost or expense, including, without limitation, reasonable

attorneys' fees and costs arising out of or in connection with any unauthorized or prohibited use of EpicCare Link by you or any other breach of this Agreement by you.

8. Revisions to and Interpretation of Terms and Conditions. You agree that UKHA may revise these Terms and Conditions at any time, and that you will be notified of any modifications to these Terms and Conditions. You agree that your continued use of EpicCare Link indicates your continued agreement with these Terms and Conditions as they may be revised. These Terms and Conditions are governed by Kansas Law.

Authorized Personnel Signature: **SAMPLE.**
Printed Name: **NO NEED TO SIGN AT THIS TIME.**
Date: _____