



# THE UNIVERSITY OF KANSAS HEALTH SYSTEM

## EpicCare Link EMR Site Access Agreement Cover Sheet

DATE: \_\_\_/\_\_\_/\_\_\_\_\_

NAME OF ENTITY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

CONTACT NAME AND TITLE: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

EMAIL: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This cover sheet may contain confidential information belonging to the sender and may be used only for the purpose for which it was requested or intended. Further use or disclosure without additional patient authorization or as otherwise permitted by law is prohibited. Please notify the sender at the number above if you believe you have received this cover sheet in error. Thank you. The University of Kansas Health System.*

## **EPICCARE LINK ELECTRONIC MEDICAL RECORD ACCESS AGREEMENT**

This EPICCARE LINK ELECTRONIC MEDICAL RECORD ACCESS AGREEMENT (“Agreement”) is effective as of \_\_\_\_\_, 2017, 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 \_\_\_\_\_ (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 or provider of health care-related services that requests certain access rights to the EMR system for either its own or UKHA’s Treatment, Payment or Health Care Operations purpose(s) (as such terms are defined by HIPAA); 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 and who, with respect to a particular patient’s Health Care Records, are rendering health care or health care-related services.

“Unauthorized Access or Release” means: the access, use or disclosure of a Health Care Record 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. *Access.* All access to Health Care Records is subject to the conditions and limitations contained in this Agreement. User will ensure that Authorized Personnel uses the EpicCare Link portal only to access Health Care Records and the EMR. User will ensure that Authorized Personnel will access Health Care

Records only to the extent necessary for User or UKHA's Treatment, Payment or Health Care Operations, as appropriate, and in a manner consistent with applicable state and federal law, this Agreement, and any other requirements or limitations communicated to the User in writing by UKHA.

- b. *Authorized Personnel.* User will designate Authorized Personnel that will have access to the Health Care Records and provide the individual's name any other identifying information reasonably requested by UKHA in the form and format request 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 may be terminated for these individuals, as appropriate. 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**.
- c. *Unauthorized Access or Release.* User agrees that it maintains certain policies and procedures to prevent Unauthorized Access and Release of Health Care Records by the User and the Authorized Personnel. User will immediately report any Unauthorized Access or Release of Health Care Records or the EMR to UKHA. Upon an occurrence of Unauthorized Access or Release, the User will communicate to UKHA its corrective action plan which will includes (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.
- d. *User Administrator.* User will designate one (1) person to act as the liaison between the User and UKHA ("User Administrator"). The User Administrator will coordinate EpicCare Link portal access, perform Authorized Personnel list maintenance, and communicate any required information regarding Unauthorized Access or Release to UKHA.
- e. *HIPAA.* Notwithstanding applicable state or federal laws, 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") in accessing the Health Care Records and the EMR.
- f. *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.

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. This Agreement will be for a term of one (1) year. 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 OR THE UKHA EMR SYSTEM, 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 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.

Notice.

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 [HIPAA\\_Commitment@kumc.edu](mailto:HIPAA_Commitment@kumc.edu) in addition to the written notice described above.

9.

To UKHA at:	In House General Counsel University of Kansas Hospital Authority Hospital Executive Offices, 1215 KUH 3901 Rainbow Kansas City, Kansas 66160
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To User at:	_____
	_____
	_____
	_____

- 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 and attached as an addendum hereto.
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: \_\_\_\_\_

**EXHIBIT A**  
**EPICCARE LINK TERMS & CONDITIONS FOR AUTHORIZED PERSONNEL**

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 users to access and use EpicCare Link, an access portal to our electronic medical records. Health care providers and providers of health care-related services granted permission to access and use EpicCare Link agree to be bound by the following Terms and Conditions of use:

1. You agree to use EpicCare Link solely to access the electronic medical records of patients for whom you are either: (a) the attending, consulting, covering or primary care physician of record, (b) an authorized representative of the attending, consulting, covering, or primary care physician of record, or (c) an authorized reviewer of the medical record. Physician authorized representatives and other authorized users will only be entitled to access and use EpicCare Link while in the employ and under the direct supervision of the authorizing physician, or within the initial authorized scope of this system access. Such access and use is limited to authorized persons with a need to know, to the extent necessary, to perform their duties and/or as permitted by their authorized role. You agree to immediately inform UKHA when you or your staff has terminated employment with your organization so UKHA may inactivate the access to protected health information.

2. You agree to access and use EpicCare Link solely through the use of an individual security code that will be assigned to you by UKHA. You agree not to share your individual security code 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 individual security code. You agree to notify your administrator should you undergo a name change to ensure accuracy of the individual security code. If you have reason to suspect the confidentiality and security of your individual security code may have been compromised, you agree to report this information to UKHA's HIPAA Commitment department and your administrator as soon as possible.

3. 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. You understand 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, without the prior express consent of UKHA. You understand you may not change or delete proprietary notices from material downloaded or printed from EpicCare Link. You understand you may 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. You will print the minimum necessary information from EpicCare Link to fulfill your work duties. If you print information from EpicCare Link, you understand that you will transport/store it securely and shred/dispose of it in a secure waste container when no longer needed.

4. You understand that any results that may be finalized with your individual security code will be treated as a written signature will be subject to ethical, business and legal implications, when and if applicable. You understand that EpicCare Link will maintain a log of all access to patient medical records. In addition, you understand that EpicCare Link will capture and retain your name, individual security code, 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.

5. You understand and agree that all medical information contained on EpicCare Link must be held in strict confidence and not accessed or disseminated for any purpose other than for the patient's medical care, authorized insurance purposes, and health care operational purposes, and that violation of this confidentiality may result in a violation of state and/or federal law and may subject you to disciplinary, criminal or civil action.

6. 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. You acknowledge that the UKHA patient records in EpicCare Link may be incomplete, and acknowledge that UKHA is a hybrid entity where health information may be found in various physician locations and systems, both electronic and paper form. You agree to assume total responsibility and risk for your use of this information.

7. You understand that UKHA reserves the right to terminate a user's access to EpicCare Link due to any act that, in its sole discretion, constitutes a violation of these Terms and Conditions.

8. You understand that UKHA may revise these Terms and Conditions at any time. We encourage you to periodically read these Terms and Conditions to see if any changes have been made that may affect you. Your continued use of EpicCare Link indicates your continued agreement with these Terms and Conditions as they may be revised.

9. You understand 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. These Terms and Conditions are governed by Kansas Law.

Authorized Personnel Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_