



UF Health EpicCare Link User Agreement

This UF Health EpicCare Link User Agreement ("Agreement") is made and entered into as of this ____ day of _____ 20____, or the date of last signature below, whichever is later, by and among _____ ("Practice") whose address is _____ and telephone contact: _____,

and **UF Health** the Academic Health Center of the University of Florida ("UF Health" as used in this Agreement is comprised of three legal entities: The University of Florida Board of Trustees for the benefit of the University of Florida College of Medicine, Shands Teaching Hospital and Clinics, Inc. and Shands Jacksonville Medical Center, Inc.)

WITNESSETH:

WHEREAS, Practice is currently involved in the care and treatment of patients who have received care or treatment at a UF Health facility;

WHEREAS, the parties wish to state the terms and conditions under which Practice will be given access to a secure electronic database of UF Health owned patient information by which the Practice may obtain information regarding Practice patients' care and treatment at UF Health which is needed by Practice to provide further care to its patients.

NOW, THEREFORE, in consideration of the mutual promises herein contained, UF Health and Practice agree as follows:

ARTICLE I

Section 1.1. The Program. UF Health maintain a secure electronic database of confidential patient information owned by UF Health, including but not limited to clinical and hospital treatment records, physician notes, laboratory and imaging records, patient demographic information, insurance and third-party payor information and other information regarding UF Health patients and proprietary information. This aforementioned information and the EpicCare Link software shall be collectively referred to as the "Program". UF Health reserves the right to modify or discontinue the Program or Practice's access to the Program or terminate this Agreement at any time for any reason.

Section 1.2. Grant of Limited Use. Practice is granted the right to access the Program for the following **sole and limited purpose**: Practice may obtain health information about care or treatment received by Practice's patients from UF Health which is necessary for Practice's current treatment of the patient for whom the information is sought. **All other use of the Program is strictly prohibited.** Any other patient information sought by Practice shall be obtained upon the patient's written authorization under standard patient information release practices and procedures of UF Health (depending upon records sought), and Florida law. Practice's access to the Program is subject to audit and review at any time by UF Health.

Section 1.3. No Maintenance or Support to Program. No technical or administrative support shall be provided to Practice relative to its use of the Program.

ARTICLE II

Section 2.1. Practice Access. Program access is managed by the UF Health IT Identity and Access Management Team ("UF Health IT IAM Team"). Practice shall identify users whom it shall authorize to access the Program on its behalf ("User") under this Agreement and submit to UF Health an EpicCare Link Access Request Form and a Security and Confidentiality Agreement signed by each User which Practice identifies on an Access Request Form submitted to UF Health. A confidential User ID and temporary password shall then be assigned to each User, by which such User may access the Program for the limited purposes stated in Section 1.2 herein.

Section 2.2. Sharing of Passwords Prohibited. Practice shall protect the confidentiality of User IDs and passwords consistent with the requirements detailed in the Confidentiality and Security Agreement, Florida law, and the Hospital Confidentiality and Security Agreement and the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA) and shall not divulge such confidential IDs and/or passwords to any other persons. Practice shall be responsible for use of the password issued to its designated Users.



Section 2.3. Notification of Compromised Password. In the event that a password assigned to a User is compromised or disclosed to a person other than the User, the Practice shall upon learning of the compromised password, **immediately notify** the UF Health IT IAM Team (as set forth in Article VI, Section 6.3) so actions can be taken to limit access by that password and to issue a new password to the Practice User. Also see notification required under Article IV, Section 4.3.

Section 2.4. Practice Notification of Termination of Employment and Other Events Ending An Employee's Need to Access the Program. Practice shall immediately notify the UF Health IT IAM Team (as set forth in Article VI, Section 6.3) in the event any Practice User ceases to be employed by or associated with the Practice, experiences a change in job function no longer requiring access to the Program, or for any other reason that the Practice chooses to no longer provide such person access to the Program on its behalf. Unless and until the UF Health IT IAM Team receives such notification, Practice shall remain responsible for such User's actions in accessing the Program and using the information obtained thereunder.

Section 2.5. Practice Training Requirement. Practice shall provide annual training to its Users on issues related to information security and patient confidentiality. Practice shall maintain written records evidencing such annual training and provide copies upon request to UF Health.

ARTICLE III

Section 3.1. Ownership. No rights to the Program or patient information contained therein are transferred to the Practice under this Agreement.

Section 3.2. Accessing, Using, and Disclosing PHI.

- a. Practice may only make paper copies of Program medical records which are necessary and essential for the sole purpose of the Practice's diagnosis, evaluation and treatment of a current patient. Such copies shall be maintained, protected and destroyed in the same manner as the Practice maintains, protects and destroys the medical records of Practice's patients.
- b. Practice shall not use or disclose any medical records obtained from the Program for any purpose other than the diagnosis, evaluation, treatment a current patient and except as otherwise permitted in this Agreement and as set forth in Article IV, Section 4.1 of this Agreement.
- c. Practice may not make electronic copies of medical records or other documents contained in the Program.
- d. Practice shall not rewrite or otherwise alter, destroy, circumvent or sabotage the Program or the electronic medical records and documents stored and maintained in the Program.
- e. Practice shall not access, use or disclose any information contained in the Program for any purpose with the intent to negatively impact the competitive advantage of UF Health in the marketplace.

ARTICLE IV

Section 4.1. Medical Records Confidential. The parties recognize that the medical records maintained in the Program are subject to various state and federal privacy laws and regulations including but not limited to HIPAA, the Health Information Technology for Economic and Clinical Health Act (HITECH) and that UF Health and Practice are under an obligation to maintain the confidentiality of such records. Practice shall not disclose information from such records except to: a) other physicians and personnel under the direction of Practice who are participating in the treatment of the respective patients; b) entities involved in the payment or collection of fees for medical services rendered by Practice, provided that the patient in question has consented to such disclosure; c) to other persons or entities as to whom such disclosure is required by law; d) upon obtaining the patient's written consent, in accordance with the requirements of Florida Statutes § 395.3025(7), Practice may release paper copies of documents obtained from the Program that are maintained with Practice's own medical record of the patient.

Section 4.2. Indemnification. Practice shall indemnify and defend and hold UF Health harmless from and against all claims, demands, suits, judgments, costs and expenses (including reasonable attorney's fees and court costs), if any, that may be made or taken against UF Health incurred by it as a result of any unauthorized access, use or disclosure of any Program



information (which includes protected patient health information as defined in HIPAA (“PHI”)) undertaken on behalf of the Practice by its designated Users or utilized through passwords issued to their Users.

Section 4.3. Unauthorized Access, Use or Disclosure. If the Practice discovers an unauthorized access, use or disclosure of PHI by Practice, any Practice User or as a result of a compromised ID & password issued to a User, Practice shall as soon as possible but not later than two (2) calendar days following the discovery of such unauthorized acquisition, access, use or disclosure of PHI notify UF Health by telephone and in writing at the telephone numbers and addresses set forth in Article VI, Section 6.3. Practice shall be considered to have discovered such unauthorized activity as of the first day on which the unauthorized activity is known or, by exercising reasonable diligence, would have been known to the Practice. Such notice shall include identification of each individual whose unsecured PHI has been, or is reasonably believed by the Practice to have been accessed, acquired, or disclosed during such unauthorized activity. If UF Health determine the unauthorized activity by Practice or its agent or employee qualifies as a Breach (hereinafter defined) that triggers the HITECH breach notification requirements, then Practice will reimburse UF Health, respectively, for all costs incurred by each related to notifying individuals affected by such Breach of the Breach. UF Health, at their sole discretion, shall make the determination of whether or not the definition of “Breach” as set forth in the HITECH Act, 45 CFR §164.402, has been met. In addition, it shall be incumbent upon Practice to institute appropriate disciplinary actions against the agent(s) and or employee(s) responsible for the Breach. Upon request from UF Health, Practice shall provide evidence to UF Health of any disciplinary actions taken. In addition to disciplinary actions taken by Practice, UF Health may, at its sole discretion, and without prejudice to any of its rights against Practice as a result thereof, terminate this Agreement and terminate the access of Practice. Practice agrees to promptly and fully cooperate with UF Health in any investigation of suspected breach of patient confidentiality.

Section 4.4. Additional Legal Remedies for Prohibited Acts. Should Practice or any contractor, agent, employee or Practice User access, use or disclose any data, patient information or other information stored or maintained in the Program for any purpose not authorized in this Agreement, UF Health may unilaterally and immediately terminate the access to the Program by Practice and seek such legal and/or equitable relief as each party deems appropriate.

ARTICLE V

Disclaimer of Warranties. UF HEALTH MAKES NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO THE PROGRAM SUPPLIED TO PRACTICE PURSUANT TO THIS AGREEMENT. SHOULD THE PROGRAM FAIL OR BE INACCURATE, UNDER NO CIRCUMSTANCES SHALL UF HEALTH BE LIABLE FOR ANY LOSS OF PROFITS TO PRACTICE OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER DAMAGES (ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY PRACTICE AS PART OR THE CONSIDERATION FOR THIS AGREEMENT), EVEN IF UF Health HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VI

Section 6.1. No Assignment. Practice may not assign this Agreement.

Section 6.2. Fees and Expenses. If UF Health brings any action at law or in equity, or pursues mediation to enforce its rights under this Agreement or arising from access granted under this Agreement, it shall be entitled to reasonable attorney’s fees, costs and expenses, in addition to any other remedy or relief to which such party may be entitled.

Section 6.3. Notice

Notice referenced under this agreement shall be as follows:

For Report of potential privacy breaches/unauthorized use of the Program or information:



For Report of potential privacy breaches/unauthorized use of the Program or information:

UF Health Jacksonville Privacy Office
580 West 8th Street, Tower I
Jacksonville, Florida 32209
Telephone: 904-244-1979
E-mail: HIPAA@jax.ufl.edu

For Program use authorization and termination; password assignment and revocation:

UF Health Jacksonville IT Technical Support Center
Telephone: 904-244-7828
E-mail: MyLinkRequests@jax.ufl.edu

Section 6.4. Termination. All privacy and confidentiality obligations established under this Agreement shall survive termination of this Agreement or access permitted under it.

Section 6.5. Entire Agreement, Governing Law, Jurisdiction, and Venue. This Agreement constitutes the complete understanding among the parties and incorporates all prior understandings among the parties on the subject of access to the Program. There are no promises or agreements, either oral or written, among the parties on this subject other than as set forth herein. No modification of this Agreement shall be binding unless the same is in writing and signed by the respective parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. Each party consents to submit to the exclusive jurisdiction and venue of the federal and state courts within the State of Florida and each party hereby consents to personal jurisdiction in such forum, for any action, suits or proceedings arising out of or relating to this Agreement.

[Signature Page Follows]

UF Health EpicCare Link User Agreement

PRACTICE:

By:

Signature/Authorized Representative Date

Printed Name