

UMass Memorial Health EpicCare Link

TERMS AND CONDITIONS OF USE

UMass Memorial Health Care Inc. (Hereinafter "UMMH") is pleased to offer a portal (EpicCare Link) which provides licensed healthcare providers and their sponsored office staff who are granted access by UMMH, limited view-only access to certain clinical data from UMMH organizations (collectively, "UMMH Systems"). Please read the following information carefully. If you do not agree to be bound by these Terms and Conditions, promptly exit and do not access this portal. These Terms and Conditions may be modified at any time by UMMH. You understand that by pressing the "Accept" link, you are indicating that you have reviewed, understand, accept and agree to abide by any such modifications.

UMMH hereby grants you a limited license to access EpicCare Link, provided that you agree that you shall use EpicCare Link only in accordance with these Terms and Conditions, applicable law, and the rules, policies and procedures established by UMMH, for use of EpicCare Link. This license expressly excludes, without limitation, any rights to use EpicCare Link or the data contained therein for reproduction, duplication, sale, resale or other commercial purposes, or for any data extraction or data mining purposes, to make any derivatives of EpicCare Link or the data contained therein, or to collect or use other user information, including, without limitation, health information.

I. NON-DISCLOSURE AND CONFIDENTIALITY

In using EpicCare Link, you will have access to confidential information of UMMH and third parties ("Confidential Information") that may include (i) software, codes, technology, logic, techniques, formats, tools, designs, concepts, methods, processes, ideas, functional specifications, technical materials and information, and related documentation; and (ii) individually identifiable health information and other personal information contained in the medical record as accessed through EpicCare Link.

Access to EpicCare Link, if granted, will enable you to access information about your patients who are treated at UMMH organizations. By accessing the EpicCare Link portal, you agree to the following:

A. You will protect the privacy, confidentiality, and security of the Protected Health Information ("PHI") and Personal Information ("PI") accessed from EpicCare Link in accordance with federal and state privacy laws and regulations.

B. You have read and will comply with UMMH Policy **Uses and Disclosures of Protected Health Information**, UMMH Policy **Breach of Confidential Information - Reporting, Investigation and Notification**, and UMMH Policy **Acceptable Use of Electronic Resources**. You also will comply with the privacy, confidentiality, and security policies of your employer or organization with which you are affiliated. To the extent that there is a conflict between the policies of UMMH and those of your employer or organization, you will comply with the more stringent requirement.

C. You will be the only one to use your login username and will not share or disclose your username or password(s) with anyone for any reason. Similarly, you will not use the login username or password(s) of another individual to access EpicCare Link.

D. You will contact UMMH's Privacy Office at (508) 334-5551 immediately in case of actual or suspected inappropriate use or disclosure of PHI or PI involving information obtained via EpicCare Link, whether by yourself or any other person or if you suspect your login information has been compromised and/or shared inappropriately. You will immediately notify your supervisor, Site Administrator and/or Physician Administrator and UMMH's Privacy Office of any suspected and/or known violation of this Agreement.

E. In case of the actual or suspected inappropriate use or disclosure of PHI or PI involving information obtained via EpicCare Link, you agree to cooperate with UMMH in every reasonable way to investigate such inappropriate use or disclosure of PHI or PI and to regain possession of such information and prevent its further unauthorized use or disclosure.

F. You understand that your access to and all activities performed by yourself in EpicCare Link will be monitored and audited by UMMH, and that all activities performed under your login username will be attributed to you.

G. You will not download or copy/paste information from EpicCare Link to an unencrypted computer, unencrypted portable device or into any unencrypted email outside of the Epic system. Further, you will not copy, print, photograph or take any written notations of PHI or PI stored in EpicCare Link for any unauthorized purpose.

H. You will not access PHI or PI on EpicCare Link for any purpose outside your job responsibilities and you will not attempt to gain access to PHI or PI for which you are not authorized.

I. Where your authorized uses or communications of PHI or PI result in incidental disclosures, you will use appropriate safeguards to minimize the degree of these incidental disclosures.

J. You understand that you cannot use or disclose PHI or PI for any purpose or to any person or entity unless you are acting within the scope of your job responsibilities, or you are otherwise authorized by UMMH's privacy policies, or federal/state law.

K. If your employment or affiliation ceases during the course of your access to EpicCare Link, your access to EpicCare Link will be terminated.

L. You will securely destroy copies of PHI or PI as required by UMMH's policies when your business purpose for the information is complete.

M. You understand that you and/or your employer or organization with which you are affiliated may be subject to civil or criminal penalties as described by federal/state law as a result of any inappropriate use or disclosure.

N. For Site Administrators Only. If designated as the EpicCare Link SITE ADMINISTRATOR, you also agree to the following:

- Be the point person for your respective site and communicate all training information, application changes, and general information regarding the EpicCare Link application to the users at your site.
- Be the point person for your respective site and communicate all questions, comments, and concerns regarding the UMMH EpicCare Link application to the UMMH Physician Liaison.
- Partner with the UMMH EpicCare Link Administrator to assure that staff who have left your site are deactivated in a timely manner, within 24 hours of their departure. This includes processing reports that provide the information regarding user activity.
- You understand that you have a responsibility to immediately notify the UMMH EpicCare Link Administrator and Privacy Office of any suspected and/or known violation of this Confidentiality Agreement within 1 business day.
- Setup all the requested users with access to UMMH EpicCare Link using the UMMH provisioning process.

II. COMPLIANCE WITH LAWS

You shall comply with all Federal, state and local laws, rules and regulations and accreditation standards of The Joint Commission, including, without limitation, the standards for privacy of individually identifiable health information under HIPAA and HITECH and the standards for the protection of Personal Information under the MA Data Security Standards.

III. TERMINATION

UMMH may terminate or suspend your access to EpicCare Link at any time and for any reason. Upon termination, all licenses and access granted hereunder shall terminate and you shall cease use of EpicCare Link.

UMMH reserves the right to change, suspend, or discontinue all or part of EpicCare Link, temporarily or permanently, without prior notice.

IV. COPYRIGHT AND PROPRIETARY RIGHTS

You acknowledge and agree that EpicCare Link and the Confidential Information is the property of UMMH or its licensors, and are protected by United States and international copyright law, trademark law, and trade secret law, as well as other state, federal and international laws and regulations.

V. DISCLAIMERS

ACCESS TO EpicCare Link AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, UMMH DISCLAIMS ANY AND ALL WARRANTIES.

UMMH DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ACCESS OR ENTER CONFIDENTIAL OR PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION WHILE IN TRANSIT TO UMMH. UMMH MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO OR FROM EpicCare Link.

WITHOUT LIMITING THE FOREGOING, UMMH DOES NOT WARRANT THAT ACCESS TO EpicCare Link WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES UMMH MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF EpicCare Link OR ANY OF THE INFORMATION CONTAINED THEREIN. CERTAIN TYPES OF PATIENT INFORMATION ARE NOT AND WILL NOT BE AVAILABLE VIA EpicCare Link . YOU AGREE THAT YOUR USE OF EpicCare Link AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EpicCare Link SYSTEM OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON EpicCare Link CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD.

ACCESS TO EpicCare Link AND THE INFORMATION CONTAINED THEREIN IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTH CARE PROFESSIONALS IN DIAGNOSING AND TREATING PATIENTS. UMMH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY (INCLUDING DEATH) TO PROVIDER OR OTHER PERSONS OR PROPERTY ARISING FROM ANY USE OF OR RELIANCE UPON ANY INFORMATION, IDEA, OR INSTRUCTION ACCESED BY YOU THROUGH EpicCare Link.

VI. LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH EpicCare Link OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING EpicCare Link. UNDER NO CIRCUMSTANCES SHALL UMMH BE LIABLE IN ANY WAY FOR YOUR USE OF EpicCare Link OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL UMMH BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF EpicCare Link WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY RELEASE AND AGREE TO HOLD UMMH HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF EpicCare Link.

VII. INDEMNIFICATION

As a condition of your use of EpicCare Link, you agree to indemnify, hold harmless, and defend UMMH and its subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of:

- (i) your use of EpicCare Link
- (ii) your failure to comply with any applicable laws and regulations
- (iii) your violation of these Terms and Conditions.

VIII. GOVERNING LAW

These Terms and Conditions shall be a binding agreement between you and UMMH and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

BY USING OR ACCESSING EpicCare Link, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.