

Date of Origin: 08/20/2019 Latest Revision Date: 2/21/2020

UHS CareLink Access and Confidentiality Agreement for SITE ADMINISTRATOR

United Health Services Hospitals, Inc., United Medical Associates, P.C., Chenango Memorial Hospital, Inc., Delaware Valley Hospital, Inc., Professional Home Care, Inc. and Twin Tier Home Health, Inc. (individually a "UHS Entity" and collectively the "UHS Entities") are implementing Epic, a new electronic health record system (the "Epic EHR"). UHS CareLink is part of the Epic EHR and it enables providers from non UHS Entities to access information about their patients who are treated at one or more UHS Entity. The UHS Entities require that this confidentiality agreement (the "Confidentiality Agreement") be executed prior to granting access to UHS CareLink. I understand that executing this Confidentiality Agreement does not guarantee access to UHS CareLink.

I understand that the request for access to UHS CareLink made by the site/practice/organization listed below (the "Site") is being reviewed and, if granted, will enable staffand providers at the Site to access information about Site patients who are treated at one or more UHS Entity. By signing below, I accept responsibility on behalf of myselfand the Site, to safeguard all protected health information ("PHI") and personal identifying information ("PII") accessed through UHS CareLink, from inappropriate use or disclosure. All access to UHS CareLink shall be subject to the following conditions and limitations:

- 1. I will protect the privacy, confidentiality, and security of the Protected Health Information ("PHI") and Personal Information ("PII") accessed via UHS CareLink in accordance with federal and state privacy laws and regulations.
- 2. I have read and will comply with the attached UHS Policy #SYS 05 Confidentiality of Patient/Employee Information, UHS Policy #SYS 06 HIPAA Information Security, and UHS Policy #SYS 42 Notification of a Breach of Unsecured Protected Health Information.
- 3. I will also comply with the privacy, confidentiality, and security policies the Site with which I am affiliated. To the extent that there is a conflict between the policies of the UHS Entities and those of the Site, I will comply with the more stringent requirement. If I have any questions or concerns about my ability to comply with this requirement, I will contact the appropriate UHS Entity IT Privacy and Security Office.
- 4. I will be the only one to use my login username and password(s) and will not share or disclose my username or password(s) with anyone for any reason. Similarly, I will not use the login username or password(s) of another individual to access UHS CareLink.
- 5. I will contact the UHS Entity IT Privacy and Security Office immediately in case of actual or suspected inappropriate use or disclosure of PHI or PII involving information obtained via UHS CareLink or any other UHS system, whether by me or any other person or if I suspect my login information has been compromised and/or shared inappropriately.
- 6. In case of the actual or suspected inappropriate use or disclosure of PHI or PII involving information obtained via UHS CareLink or any other UHS system, I agree to cooperate with the UHS Entity in every reasonable way to investigate such inappropriate use or disclosure of PHI or PIII and to regain possession of such information and prevent its further unauthorized use or disclosure.
- 7. I understand that my access to and all activities performed by me in Epic CareLink will be monitored and audited by the UHS Entities, and that all activities performed under my login username and password(s) will be attributed to me.
- 8. I will not download or copy/paste information from UHS CareLink to an unencrypted computer, unencrypted



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portable device or into any unencrypted email.

- 9. I will not access PHI or PII on UHS CareLink for any purpose outside my job responsibilities.
- 10. I will not attempt to gain access to PHI or PII for which I am not authorized. This includes access to my family member(s) information which I do not have a legitimate business or treatment reason to access. Even if my family member(s) has authorized release of information to me, I may not access it through UHS CareLink, unless I have a legitimate business or treatment reason or need to access the PHI or PII.
- 11. If my authorized uses or communications of PHI or PII result in incidental disclosures, I will use appropriate safeguards to minimize the degree of these incidental disclosures.
- 12. I understand that I cannot use or disclose PHI or PII for any purpose or to any person or entity unless I am acting within the scope of my job responsibilities. Further, I understand that I cannot copy, print, photograph or take any written notations of PHI or PII stored in UHS CareLink for any unauthorized purpose.
- 13. If my employment or affiliation with the Site ceases, my access to UHS CareLink will be terminated.
- 14. I will securely destroy copies of PHI / PI when my purpose for the information is complete.
- 15. I understand that in the event I inappropriately use or disclose PHI or PII accessed from UHS CareLink, or otherwise breach this Confidentiality Agreement, the UHS Entities have the right to immediately terminate my access to UHS CareLink or any other UHS system, with or without notice, and may deny me future access to its systems. I also understand that I and/or the Site with which I am affiliated may be subject to civil or criminal penalties as described by federal/state law as a result of such inappropriate use or disclosure.
- 16. I understand that I have a responsibility to notify my Site Executive and the UHS Entity IT Privacy & Security Office of any suspected and/or known violation of this Confidentiality Agreement.
- 17. I understand that I will be notified of any modifications to this Confidentiality Agreement for access to UHS CareLink electronically, if such modifications occur. I understand that by electronically accepting any modifications, by pressing the "Accept" link, I am indicating that I have reviewed, understand and agree to abide by any such modifications.

Additionally, as the designated **SITE ADMINISTRATOR**, I agree to the following:

- Be the point person for my respective Site and communicate all training information, application changes, and general information regarding the UHS CareLink application to the users at my Site.
- Be the point person for my respective Site and communicate all questions, comments and concerns regarding the UHS CareLink application to the UHS Epic Provider Engagement Specialist.
- Collaborate with my Site Executive to assure that staff or providers who have left my Site are
 deactivated in a timely manner, within one (1) business day of their departure or as soon as possible
 for terminations for just cause.
- I understand that I have a responsibility to notify immediately the UHS Epic Provider Engagement Specialist and UHS Entity IT Privacy & Security Manager of any suspected and/or known violation of this Confidentiality agreement within one (1) business day.
- I will work to setup all the requested users with access to UHS CareLink using the UHS Entities provisioning process.



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$I\ have\ read\ and\ understand\ this\ Confidentiality\ Agreement:$

SITE ADMINISTRATOR NAME [PLEASE PRINT]	JOB TITLE	
SITE ADMINISTRATOR SIGNATURE	DATE	
EMAIL ADDRESS	PHONE NUMBER	
ORGANIZATION / SITE/ PRACTICE NAME		
ADDRESS		
CITY	STATE	71P