



# 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 shall be managed by the UF Health IT IAM Team ("UF Health IT IAM Team"). Practice shall identify users whom it shall authorize to access the Program on its behalf ("Users") 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







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

For Program use authorization and termination; password assignment and revocation:  
 UF Health : 1•}vÀ]oo IT Technical Support Center  
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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]

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