

## **Confidentiality Agreement for Site Leader Access To UMass Memorial Health Care's EpicCare Link**

I understand that UMass Memorial Health Care, Inc. ("UMMHC") is in the process of reviewing my request for access to EpicCare Link, which, if granted, will enable me to access information about my patients who are treated at UMMHC organizations. By signing below, I accept responsibility to protect protected health information ("PHI") and personal information ("PI") from inappropriate use or disclosure. All access to UMMHC EpicCare Link 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 ("PI") accessed from UMMHC EpicCare Link in accordance with federal and state privacy laws and regulations.
2. I have read and will comply with the attached UMass Memorial Medical Center Policy #1085 - **Uses and Disclosures of Protected Health Information**, UMass Memorial Medical Center Policy #1421 - **Breach of Confidential Information - Reporting, Investigation and Notification**, and UMass Memorial Medical Center Policy #1425 - **Acceptable Use of Electronic Resources**.
3. I also will comply with the privacy, confidentiality, and security policies of my employer or organization with which I am affiliated. To the extent that there is a conflict between the policies of UMMHC and those of my employer or organization, I will comply with the more stringent requirement.
4. I will be the only one to use my login username 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 UMMHC EpicCare Link.
5. I will contact UMMHC'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 UMMHC EpicCare Link, 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 PI involving information obtained via UMMHC EpicCare Link, I agree to cooperate with UMMHC 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.
7. I understand that my access to and all activities performed by me in EpicCare Link will be monitored and audited by UMMHC, and that all activities performed under my login username will be attributed to me.
8. I will not download or copy/paste information from UMMHC EpicCare Link to an unencrypted computer, unencrypted portable device or into any unencrypted email outside of the Epic system.
9. I will not access PHI or PI on UMMHC EpicCare Link for any purpose outside my job responsibilities.
10. I will not attempt to gain access to PHI or PI for which I am not authorized.
11. Where my authorized uses or communications of PHI or PI 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 PI for any purpose or to any person or entity unless I am acting within the scope of my job responsibilities, or I am otherwise authorized by this Confidentiality Agreement, UMMHC's privacy policies, or federal/state law. Further, I understand that I cannot copy, print, photograph or take any written notations of PHI or PI stored in UMMHC EpicCare Link for any unauthorized purpose.

13. If my employment or affiliation ceases during the course of my access to UMMHC EpicCare Link, my access to EpicCare Link will be terminated.

14. I will securely destroy copies of PHI or PI as required by UMMHC's policies when my business purpose for the information is complete.

15. I understand that in the event I inappropriately use or disclose PHI or PI accessed from UMMHC EpicCare Link, or otherwise breach this Confidentiality Agreement, UMMHC has the right to immediately terminate my access to EpicCare Link, with or without notice, and may deny me future access to its systems. I also understand that I and/or my employer or organization 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 immediately notify my supervisor, Site Administrator and/or Physician Administrator and UMMHC's Privacy 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 UMMHC EpicCare Link electronically on UMMHC EpicCare Link's entry page if and when 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 LEADER, I agree to the following:

- Assist the Site Administrator to assure that the physicians at my practice have current training information, application changes, and general information regarding the UMMHC EpicCare Link application.
- Partner with the Site Administrator at my site to assure that staff who have left my site are deactivated within 3 business days.
- Approve, by signing the end user confidentiality agreements, access requests initiated by the Site Administrator for users at my site.

I have read and understand this Confidentiality Agreement.

Signature of Site Leader: \_\_\_\_\_  
Print Name of Site Leader: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Site Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
4-digit PIN (used for password reset): \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signature of Approving Site Administrator: \_\_\_\_\_  
Print Name of Approving Site Administrator: \_\_\_\_\_