



Epic Care Link  
Enterprise Access & Confidentiality Agreement

**THIS EPIC CARE LINK ENTERPRISE ACCESS AND CONFIDENTIALITY AGREEMENT** ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **CARILION CLINIC**, each of the entities controlled by Carilion Clinic ("CARILION") and

\_\_\_\_\_  
("COVERED ENTITY"), collectively referred to as "the parties".

**RECITALS**

- A. CARILION creates and maintains Protected Health Information relating to its patients (defined as "PHI" and "ePHI" when in electronic format). This ePHI is stored and maintained in CARILION'S electronic medical record system, Epic. The ePHI is protected from unauthorized or inappropriate access by CARILION policy, as well as state and federal law including but not limited to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA").
- B. COVERED ENTITY is a Covered Entity that regularly provides services to CARILION patients or on behalf of CARILION classified as Treatment, Payment or Healthcare Operations as defined by the HIPAA Privacy Rule 45 CFR § 164.501. These services can be more safely, effectively and/or timely provided or performed if COVERED ENTITY has appropriate access to relevant ePHI maintained by CARILION.
- C. In order to provide the best possible service to CARILION patients, CARILION wishes to grant to COVERED ENTITY appropriate access to CARILION's ePHI contained in CARILION's electronic medical record system as needed to COVERED ENTITY for purposes of carrying out Treatment, Payment

or Healthcare Operations activities of CARILION patients.

- D. The parties desire to enter into this Agreement to comply with applicable requirements of HIPAA, Public Law 104-191, its implementing regulations, and the regulations promulgated thereunder by the United States Department of Health and Human Services ("HHS") codified at 45 C.F.R. Parts 160 and 164, as amended by the Privacy and Security Provisions set forth in Section 13400 of the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("HITECH Act") and its implementing regulations and the rules promulgated thereunder (collectively referred to herein as the "HIPAA Rules").

**DEFINITIONS**

Unless otherwise defined in this Agreement, all capitalized terms used herein have the meanings ascribed to them under the HIPAA Rules in effect or as amended. For purposes of this Agreement:

- a. "PHI" shall mean only such Protected Health Information, as defined in 45 C.F.R. § 160.103.
- b. "ePHI" shall mean only such Electronic Protected Health Information, as defined in 45 C.F.R. § 160.103.

The parties agree as follows:

**AGREEMENT**

1. **Access to ePHI through CARILION'S EPIC CARE Link Portal.** CARILION agrees to provide COVERED ENTITY with access to CARILION'S ePHI through CARILION's Epic Care Link Portal



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subject to the conditions outlined in this Agreement. This access is being provided for the purpose of COVERED ENTITY having access to ePHI to the extent necessary to carry out Treatment, Payment and Healthcare Operations activities of CARILION patients in an effective and timely manner.

or Disclosure of PHI other than as permitted or required by this Agreement. COVERED ENTITY agrees to implement and maintain Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI.

**2. Permitted Uses of EPIC CARE Link Portal.** COVERED ENTITY agrees to only engage in the Acquisition, Access, Use,

and Disclosure of ePHI for CARILION patients that COVERED ENTITY has a business purpose to access, defined as Treatment, Payment or Healthcare Operations activities of CARILION patients or as otherwise required by law.

b. COVERED ENTITY agrees to use the Epic Care Link Portal only for purposes permitted by this Agreement. COVERED ENTITY will not access Epic functionality or capabilities for any other purpose.

**3. Confidentiality and HIPAA.** COVERED ENTITY agrees that all non- public, confidential, or proprietary information of CARILION accessed by or disclosed to COVERED ENTITY in connection with this Agreement shall solely be used for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in writing by CARILION. COVERED ENTITY shall comply with all federal and state laws and regulations regarding the confidentiality of patient information, including, without limitation, all applicable provisions of HIPAA and HITECH, and their respective implementing regulations. COVERED ENTITY agrees not to Use or further Disclose any Protected Health Information (as defined in 45 C.F.R. Section 160.103), other than as permitted by HIPAA, HITECH, and the terms of this Agreement. The provisions set forth in this section shall survive termination or expiration of this Agreement, regardless of the cause of such termination or expiration.

c. COVERED ENTITY represents that it is not involved in the development of electronic medical record or healthcare software and warrants that it will not share Epic intellectual property, including screenshots of Epic software, with third parties involved in the development of electronic medical record or healthcare software.

**5. Reporting to CARILION.** Covered Entity agrees to immediately report to CARILION'S Privacy Office at [privacy@carilionclinic.org](mailto:privacy@carilionclinic.org) any Acquisition, Access, Use or Disclosure of CARILION PHI not provided for in this Agreement of which it becomes aware and to participate in the investigation of such matters.

**6. Breach by COVERED ENTITY.** In the event of a breach, CARILION will take reasonable steps to cure any breach by COVERED ENTITY. In the event CARILION determines that the PHI provided to COVERED ENTITY is not being used in a manner consistent with the terms of this Agreement, CARILION will work with the COVERED ENTITY to correct the problem, and if unsuccessful,

**4. Safeguards.**

a. COVERED ENTITY agrees to use appropriate safeguards to prevent Use



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will discontinue Disclosure of PHI to COVERED ENTITY through Epic Care and report the matter to Carilion's Privacy Office.

#### 7. **Individual User / Employee Access.**

COVERED ENTITY may permit a member of their Workforce ("user") to access CARILION'S Epic Care Link Portal for purposes of carrying out necessary job responsibilities as outlined in this Agreement.

- a. COVERED ENTITY'S users may not contact CARILION to request their own access to the Epic Care Link Portal.
- b. COVERED ENTITY, through an appropriate designee, must submit an access request through CARILION'S established access request process.
- c. Upon receipt of COVERED ENTITY'S access request, CARILION'S Information Security and Privacy Offices will vet the access request.
- d. Information Security and/or the Privacy Office will contact COVERED ENTITY regarding additional documentation that may be required from the user(s) to process the request which may include the following: *Carilion Access & Confidentiality Agreement*; Copy of Current Unaltered Government Issued Photo ID and the establishment of a unique pin code.
- e. CARILION will provide COVERED ENTITY'S approved users unique logins and passwords, with the expectation that this access is specific to that user.
- f. Any user must be a United States-

based employee or agent of COVERED ENTITY and must access the Epic Care Link Portal exclusively from inside the United States. COVERED ENTITY may request access for an employee or agent located outside of the United States, but COVERED ENTITY acknowledges that CARILION is not obligated to grant international access, and that such access, if granted, may require additional security assessments and security measures. International access may be revoked without notification by CARILION.

- g. COVERED ENTITY shall notify CARILION promptly when any user no longer requires access to the Epic Care Link Portal for any reason, including but not limited to the user's separation from employment with COVERED ENTITY.

8. **Auditing Compliance.** COVERED ENTITY agrees that its compliance with this Agreement may be subject to review and/or audit by CARILION.

#### 9. **Limitation of Liability of CARILION / Exclusions of Warranties.**

- a. The parties agree that COVERED ENTITY is responsible for the ultimate decisions and medical judgment related to the diagnosis and treatment of COVERED ENTITY'S patients, even when such decisions are based on ePHI accessed in CARILION'S Epic Care Link. COVERED ENTITY understands and agrees that remote access to electronic records involves technological risks, including possible introduction of errors, data corruption, and artifacts that may not be present



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on original versions of radiological results. COVERED ENTITY understands that images accessed remotely may not have the same degree of clarity as images viewed on-site.

- b. COVERED ENTITY agrees that CARILION will not be liable for any direct, indirect, incidental, special or other damages incurred by COVERED ENTITY arising out of the remote use of or inability to use CARILION'S Epic Care Link. CARILION does not guarantee or warrant the availability of remote access of CARILION'S Epic Care Link.

- c. The parties recognize that remote access introduces unique risks associated with unrelated software that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). Accordingly, CARILION will not be responsible for any losses or damages related to Remote Access Risks.

- d. COVERED ENTITY assumes all liability and risks associated with Workforce member Access and Use of remote access to CARILION'S Epic CareLink.

10. **Indemnification.** COVERED ENTITY agrees to defend, indemnify, and hold harmless CARILION, its subsidiaries, affiliates, successors, or assigns and its respective directors, officers, shareholders, independent contractors, agents, and employees ("Indemnify")

against any and all third party loss, bodily injury, death, damage, liability, claims, suits, damages, fines, penalties, judgments, and expenses (including reasonable attorney's fees and court costs) ("Loss") arising out of or occurring in connection with (i) any negligent or willful act or omission of COVERED ENTITY, its agents, or employees related to this Agreement, or (ii) violation of Laws, defined below. This section shall survive termination of this Agreement.

11. **Insurance.** Vendor shall maintain not less than the following insurance coverage (or such higher coverage as may be required by law), on an occurrence basis:

- *Commercial General Liability:* \$1 million per occurrence/\$2 million annual aggregate;
- *Automobile Liability:* \$1 million combined single limit;
- *Umbrella Liability:* \$5 million; and
- *Workers Compensation, Employer's Liability:* Statutory Limits; \$1 million.
- *Cyber Liability:* \$5 million

12. **Compliance with Law.** The parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including, without limitation, any Federal Health Care Program fraud and abuse laws including, without limitation, the Anti-Kickback Statute and the Stark Law, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "Laws"). Neither party is entering into this Agreement with an expectation that any unlawful patient referrals will occur or develop between the Parties.

13. **Term and Termination.** This





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Agreement shall be effective as of the date above and shall continue in full force and effect unless terminated under Section 6 of this Agreement or with thirty (30) days prior written notice by either party.

14. **Affirmative Action / EO.** COVERED ENTITY shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.
15. **Advertising.** COVERED ENTITY shall not (i) use in advertising, publicity, or otherwise, the name, trade name, trademark, service mark, or logo of CARILION, its subsidiaries, or any affiliated companies; or publicity, or otherwise, the name, trade name, trademark, service mark, or logo of CARILION, its subsidiaries, or any affiliated companies; or (ii) represent, directly or indirectly, that any product or any service provided by COVERED ENTITY has been approved by CARILION, its subsidiaries, or any affiliated companies.
16. **Miscellaneous.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, the same shall not be

construed against either party on the basis of that party being the drafter of such language. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law. Any provision that expressly or by its context requires, after termination of this Agreement, action or places obligations on the parties to this Agreement, shall so survive the termination of this Agreement. All section headings in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement. Any notice required to be given under this Agreement shall be deemed made on the day personally delivered in writing, on the day after being sent by nationally recognized overnight courier service or the third day after being mailed by certified mail, return receipt requested, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing. All modifications or amendments to this Agreement will be ineffective unless made in writing and signed by authorized representatives of the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a



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waiver of any subsequent breach hereof. This Agreement and any amendments thereto may be executed in counterparts on behalf of CARILION and COVERED ENTITY. Each copy shall be deemed an original, but all originals together constitute one and the same instrument

ENTITY may not assign this Agreement or its rights hereunder without the prior written permission of CARILION.

17. **Non-Assignment.** COVERED

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with, the laws of the Commonwealth of Virginia. Jurisdiction and venue shall be in City of Roanoke.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the dates set forth below.

**Carilion Clinic**

**Covered Entity**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Privacy Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Business Address:

Office of Corporate Counsel  
213 S. Jefferson St., Suite 1600  
Roanoke, VA 24011

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