

West Virginia United Health System, INC. (WVUHS)

EpicCare Link Access Request Form

West Virginia University Health System (WVUHS) allows limited access to our electronic clinical records in accordance with state and federal law, including HIPAA and the HITECH Act. **Only the person responsible for becoming the Site Administrator needs to complete these forms. All other access requests for the facility will be processed via the EpicCare Link website once Site Administrator access has been granted.**

***Any missing pages or incomplete forms will be reason for access denial.**

What is the responsibility of the Administrator?

Each site must identify a Site Administrator. Site Administrators are responsible for two roles:

- **Site Verification:** Every 90 days, site administrators will be prompted to verify all users at their site. If any users have left the site or no longer requires access to EpicCare link, their status should be changed to “no longer active”
- **Manage My Clinic:** Site administrators will have access to a list of all users from their location. They can request to deactivate users at any time, using the Manage My Clinic activity, they can also request new user account.
- **Investigations:** Site administrators will be contacted in the event of a HIPAA related investigation to assist.
- **Role Base:** Assist with identifying the appropriate role for user at site.

Tell us about your site:

Please state your reason for requesting electronic access to WVUHS patient information:

What Type of Protected Health Information (PHI) would your site need access to? (example progress notes, lab results)

How many users would need access? _____

What type of users need access?

How many patients on average a month would be accessed? _____

Does your site only need access related to Peak (Claims, remits)? Yes or No

If your site does not currently have access to EpicCare link, how do you currently obtain the patient information?

If your site currently has access to EpicCare link, how did you obtain the information prior to gaining access to EpicCare Link?

Does your site currently have access to any Health Information Exchanges (HIE)? Yes No

If yes, please provide the HIE's you participated in _____

To help us evaluate your request, please check all that apply:

TREATMENT:

- We have one or more WVUHS credentialed provider(s) at our organization
 - We admit or refer patients to/from WVUHS
 - We order labs and /or Diagnostic imaging from WVUH
 - Other (explanation required)
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PAYMENT:

- We bill and/or provide operational support for a WVUHS credentialed physician/office and have a business associate agreement (BAA) in place with that office. If yes please submit a copy to affiliatecommunication@wvumedicine.org
 - To conduct state or federally required audits (HEDIS, RISK adj, CCO, ETC.)
 - We are a 3rd party billing company
Provide Name of Site you are providing billing services _____
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Other (explanation required)

OPERATIONS:

- We provide care coordination/case management for patients that have a WVUHS clinical record
 - We provide quality and outcomes assessment for patients that have a WVUHS clinical record
 - We provide peer review for shared patients that have a WVUHS clinical record
 - Other (explanation required)
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ADDITIONAL INFORMATION ABOUT YOUR ORGANIZATION:

(please check all that apply):

- We are a covered entity as defined by HIPAA
- We are a healthcare provider as defined by HIPAA
- We have a contract/business associate agreement (BAA) in place with WVUHS and/or a WVUHS entity. If yes, please submit a copy to affiliatecommunication@wvumedicine.org

Will any of the information accessed by disclosed to a third party? Yes No

If yes, please answer questions below:

1. What is the name of the company you will share data with? _____
 2. What type of billing will you perform?
 - Radiology
 - Cardiology
 - Inpatient
 - Outpatient
 - Other, please describe _____
 3. What patient information will be disclosed? _____
 4. What is the reason you will disclosure information to a third party? _____
 5. What method do you utilize to share data?
 - SFTP
 - Vendor Portal
 - Email
 - Physical Mail
 - Other please explain _____
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Durable Medical Equipment supplier (DME)

Connected to WVUHS Parachute Platform for DME Ordering? Yes No

Are you a member of leadership at your site who has personnel management experience?

(Examples of leadership CEO, CCO, President, Vice President, Director, Executive, Manager, Supervisor)

If yes, enter job title _____

If no, you will need to reach out to your leadership to complete this packet and request site administration as your request will be denied. This individual must have the authority to take corrective action and assist with HIPAA-related investigations. If you do not meet these qualifications, do not submit a request it will be denied. Instead, please contact a member of your site’s leadership who meets the requirements to apply.

West Virginia United Health System EpicCare Link Electronic Health Record Access Agreement

Purpose

WVUHS utilizes EpicCare Link to provide authorized users with remote access to the WVUHS patient electronic health record (EHR). Categories of authorized users for EpicCare Link may include health care providers, payers, vendors, and others who collaborate in the treatment, payment, and health care operations.

WVUHS believes that the user of EpicCare Link can substantially improve the quality and efficiency of health care provided to patients, whether directly or in support of WVUHS treatment, payment, or health care operation functions, and therefore allows sites to access EpicCare link, subject to restrictions and other requirements set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. EPICCARE LINK ACCESS

License. Subject to the terms and conditions of this Agreement, WVUHS hereby grants “Site” as that term is defined as the employer responsible for the user gaining access. Nontransferable and non-exclusive access to EpicCare Link to permit the employees designated on submitted User Enrollment Form to access and use EpicCare Link to view and display medical records and other information in the EHR related to WVUHS patients (“Protected Health Information” or “PHI”)

solely for the purpose of carrying out the functions for which access has been granted under this Agreement, as set forth on the signature page to this Agreement.

II. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”)

HIPAA and Privacy Laws.

West Virginia United Health System (WVUHS), Inc. is a “covered entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the “Standards for Privacy of Individually Identifiable Health Information” (the “Privacy Rule”) and Subpart C, together with the definitions in Subpart A, is known as the “Security Standards for the Protection of Electronic Protected Health Information” (the “Security Rule”) (the Privacy Rule and the Security Rule are collectively called the “Privacy and Security Rules”). West Virginia United Health System, Inc. is not-for-profit corporation being an integrated healthcare delivery system comprised of twenty-three (23) hospitals located throughout the State of West Virginia, Pennsylvania, Ohio, and Maryland, providing health care to thousands of patients and employees across those states and the surrounding area.

1. Definitions.

- a. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- b. “PHI” means “Protected Health Information,” as that term is defined in the Privacy and Security Rules. “ePHI” means “Electronic Protected Health Information,” as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- c. “Unsecured PHI” or “Unsecured Protected Health Information” includes PHI in any form that is not secured through use of a technology or methodology specified in the HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- d. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended by the Stimulus Act; and regulations adopted pursuant thereto, including but not limited to 45 C.F.R. Parts 160 and 164.
- e. “HITECH Act” means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), Div. A, Title XIII and Div. B, Title IV, the Health Information Technology for Economic and Clinical Health Act.
- f. “Omnibus Final Rule” means the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information

Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, as published at 78 FR 5565 on January 25, 2013, when and as effective.

- g. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security Incidents shall not include routine activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access to Protected Health Information, or any use or disclosure of Protected Health Information.

Sensitive Records. SITE IS REMINDED THAT CERTAIN INFORMATION, INCLUDING ALCOHOL AND DRUG ABUSE, MENTAL HEALTH, HIV/AIDS, OTHER SEXUALLY TRANSMITTED DISEASES, AND GENETIC INFORMATION, IS HIGHLY SENSITIVE AND SUBJECT TO ADDITIONAL PROTECTIONS UNDER THE APPLICABLE PRIVACY LAWS, SUCH AS REQUIRING THE CONSENT OF THE PATIENT PRIOR TO SUBSEQUENT DISCLOSURE. WVUHS MAY LIMIT THE AVAILABILITY OF SUCH INFORMATION THROUGH EPIC CARE LINK.

Policies and Training. The Site administrator is responsible for education of Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

III. PROCESS FOR REQUESTING SYSTEM ACCESS

Site shall provide WVUHS with the name and direct contact information for its Site Administrator and shall notify WVUHS of any change in such contact. The Site Administrator shall be responsible for:

1. Ensure site's users compliance with federal or state regulations, including HIPAA privacy and/or security rules.
2. Site Administrator or delegated representative is responsible to verify the need for access.
3. Site Administrator or delegated representative is also responsible to fully cooperate with any privacy related investigations including assisting with WVU Medicine questionable access or privacy related investigations and required follow-up.
4. Site Administrator or delegated representative Notify WVUHS by calling 844-988-6446 or email AffiliateCommunication@wvumedicine.org immediately of user terminated within 24 hours of departure.
5. Site Administrator or delegated representative coordinate end user education within your site.
6. Site Administrator or delegated representative assist with vetting approval process for user requiring access for site.
7. Site Administrator or delegated representative will validate my users annually or as needed.
8. Site Administrator or delegated representative will validate site certification annually or as needed.

AUTHORIZED USERS

Before receiving access to EpicCare Link, each Authorized User shall read and agree to the terms and conditions for access to use of EpicCare Link the form of which is attached WEST VIRGINIA UNITED HEALTH SYSTEM CONFIDENTIALITY AND SECURITY AGREEMENT AFFILIATE LINK and may be amended from time to time by WVUHS by providing or posting revised Terms and Conditions without a written amendment to this Agreement. Site agrees to ensure that each Authorized User adheres to the requirements of this Agreement and the Terms and Conditions. Site shall also require each Authorized User to complete training regarding the requirements of the Privacy Laws as they pertain to medical records such as those accessed through EpicCare Link. Users are required to provide photo identification and basic demographic information annually or access will be terminated.

SAFEGUARDS AGAINST UNAUTHORIZED USE OR DISCLOSURE OF INFORMATION

Site shall implement all appropriate safeguards to prevent unauthorized access, use or disclosure of PHI from the EpicCare Link portal. Site shall comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future and shall take appropriate disciplinary and corrective action in response to any violations of such laws by members of Site's workforce.

DATA OWNERSHIP

Site acknowledges and agrees that WVUHS owns all rights, interests, and title in and to WVUHS's data and that such rights, interests, and title shall remain vested in WVUHS at all times. Site shall not compile and/or distribute analyses to third parties utilizing any data, including deidentified data, received from, or created or received on behalf of WVUHS. Site shall not sell PHI, or any data sets created from PHI, including aggregated or de-identified PHI, as those terms are defined under HIPAA.

REPORTING OF UNAUTHORIZED USE OR DISCLOSURE OF PHI

Within one (1) business day after Site's awareness of any potential or actual unauthorized access, use or disclosure of PHI by Site, its Authorized Users, or any third party, Site shall report any such access, use or disclosure to the WVUHS Enterprise Privacy Division.

MITIGATION OF UNAUTHORIZED USE OR DISCLOSURE AND NOTIFICATION OF BREACH

If at any time any Authorized User or any other Site Representative has reason to believe that PHI accessed, disclosed, or transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Site will

immediately take actions to eliminate the cause of the breach. To the extent WVUHS deems warranted, in its sole discretion, WVUHS will provide notice or require Site to provide notice to those individuals whose PHI may have been improperly accessed or disclosed.

AUDIT RIGHTS

Site acknowledges that WVUHS has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement to confirm compliance therewith.

WVUHS reserves the right to impose nonmonetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Site's access or termination of individual access to EpicCare Link for other Authorized Users working on behalf of Site. WVUHS reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Site agrees to cooperate and cause its Site Administrator and Office Manager to cooperate, with WVUHS to adequately investigate complaints received involving Authorized Users working on behalf of Site. Site agrees to have a sanctions policy, produce it upon request, and discipline its employees or Site Sponsored Party for all breaches involving PHI in accordance with the HIPAA Privacy Rule.

THIRD PARTY ACCESS

WVUHS does not permit third party access.

TERM AND TERMINATION

Term of agreement. This Agreement is effective on the date executed on behalf of WVUHS, as indicated below and shall continue in effect for one year, as set forth in this Agreement. Site Administrator or delegated must complete annual renewal process by visiting www.wvuchart.com and completing Site Renewal process.

Termination for Breach. Representative must notify WVUHS by calling 844-988-6446 or email AffiliateCommunication@wvumedicine.org immediately of user terminated within 24 hours of departure.

Automatic Termination. WVUHS may terminate its participation in this Agreement immediately without liability for such termination, if WVUHS determines that Site or Site's directors, officer managers, employees, users or Site Sponsored Party have violated a material provision of this Agreement or any WVUHS EpicCare Link Access Agreement to which they and WVUHS are parties. In addition, Site acknowledges and understands that WVUHS may terminate individual Authorized Users' access and/or the entire System License at any time for any reason without penalty; regardless of any effect such termination may have on Site's operations. Site Administrator or delegated representative Notify WVUHS by calling 844-988-6446 or email AffiliateCommunication@wvumedicine.org immediately of user terminated within 24 hours of departure.

INDEMNIFICATION

Site agrees to indemnify, defend and hold harmless WVUHS, and each of its respective trustees, officer managers, directors, employees, medical and research staffs and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorneys' and experts' fees and court costs, which may arise from Site's performance under this Agreement or any negligent or wrongful acts or omissions of Site, any Authorized User or any Site Representative, including, but not limited to, any penalties, fines, claims or damages to the extent arising from or pertaining to a breach of this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include but shall not be limited to the full cost of investigations of the incident and the full cost of any notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the notification effort, and the cost of any services provided to those whose PHI may have been disclosed.

WAIVER

A waiver by any of the parties hereto of a breach or default of this Agreement, or a failure by either party, on one or more occasions, to enforce any provision of this Agreement or to exercise any right or privilege hereunder, will not thereafter be construed as a waiver of any subsequent breach, default or waiver of any similar or dissimilar acts, omissions, provisions rights or privileges here under.

DISCLAIMER

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WVUHS DOES NOT WARRANT AND MAKES NO REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EHR ACCESS BEING PROVIDED. WVUHS SHALL HAVE NO OBLIGATIONS OF ANY KIND RELATED DIRECTLY OR INDIRECTLY TO ANY FAILURE TO EXERCISE INDEPENDENT JUDGMENT IN SITE'S OR ANY AUTHORIZED USER OR ANY SITE SPONSORED USER'S USE OF EPIC CARE LINK, NOR SHALL WVUHS UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding access to EpicCare Link, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

By signing this agreement, I acknowledge that WVUHS has an active and on-going program to review records and transactions for inappropriate access and I understand that inappropriate access or disclosure of information can result in penalties including suspension, or termination of EpicCare Link access and/or legal action. I agree that WVUHS may revise these Terms and Conditions at any time, and that I will be notified of any modifications to these Terms and

Conditions. I agree that my continued use of EpicCare Link indicates my continued agreement with these Terms and Conditions as they may be revised.

Site Administrator

Signature

Date

Printed Name

Job Title