

UMMC Epic Connect Platform Terms and Conditions

Read These Terms and Conditions Before Using the UMMC Epic Connect Platform

By your signature below, you acknowledge that you have thoroughly reviewed and understand the Terms and Conditions of using the UMMC Epic Connect Platform. If you have any questions or concerns, please contact the University of Mississippi Medical Center's Help Desk at (601) 984-1145 or 1-877- 347-5041 about your questions before using the UMMC Epic Connect Platform. By using the UMMC Epic Connect Platform, including any links available through the UMMC Epic Connect Platform, you confirm your understanding of this information, your acceptance of the risks and terms outlined below, and your agreement to abide by all of the terms and conditions of any linked sites as well as these Terms and Conditions.

What This Site Offers

The UMMC Epic Connect Platform is a secure web-based application provided through University of Mississippi Medical Center ("UMMC"). The UMMC Epic Connect Platform is designed to allow limited access to a subset of a patient's health information to physicians in and around UMMC's or UMMC's customer's service area who are involved in the treatment of that patient.

You may access the UMMC Epic Connect Platform to the extent necessary to provide treatment, payment or healthcare operations based on your level of access for such activities. Some of the features offered by UMMC Epic Connect Platform include:

- Reviewing a patient's medical history
- Reviewing a patient's demographic information
- Ordering certain ancillary services, such as radiology and laboratory

Effect of Signing This Document

By signing this document below, you are requesting access to the UMMC Epic Connect Platform as provided by UMMC and you are making the following affirmative representations and agreements by which you will be legally bound and on which UMMC will rely in reviewing your request for access and, if allowed, in granting you that access. The use of the terms like "I," "me" and similar pronoun references means YOU, the person requesting access to the UMMC Epic Connect Platform.

Privacy of Information on This Service

I understand that access to the UMMC Epic Connect Platform will allow me to view private and confidential patient health information that is protected by HIPAA and other federal and state laws. I understand that my access to the UMMC Epic Connect Platform and use of the information contained therein must, at all times, comply with HIPAA and other applicable federal and state laws. I understand the importance of maintaining all such information in strict confidence and my obligation to protect all such information from loss, misuse, or unauthorized access or disclosure.

Appropriate Use and Termination of the UMMC Epic Connect Platform

I agree that the UMMC Epic Connect Platform may only be used for purposes of payment, treatment or healthcare operations as defined by 45 CFR Part 164 for a person with which my company/practice has had a patient encounter. I agree to access information on the UMMC Epic Connect Platform only for purposes of performing my job duties related to payment, treatment or healthcare operations arising from persons with which my company/practice has had a patient encounter. I also agree to access only the amount of information necessary to perform my job duties. I agree that I am strictly prohibited from accessing patient information out of curiosity or for any other reason unrelated to my job duties. I understand that the prohibition in the preceding sentence covers and prohibits viewing any information of public figures, my children, other family members, friends, or coworkers unless access is necessary to complete my job duties. I understand and agree that I will only access and use the UMMC Epic Connect Platform from a device approved by my employer. I understand and agree that accessing or using the UMMC Epic Connect Platform from any other computer or device is prohibited.

I agree that UMMC may audit my use of the UMMC Epic Connect Platform. I agree to allow UMMC to inspect any computer or device I use for accessing the UMMC Epic Connect Platform, wherever such computers may be located at the time the request for inspection is made.

I agree that if I violate any of these Terms and Conditions, UMMC has the right to terminate my access to the UMMC Epic Connect Platform immediately. I understand that any violation of these Terms and Conditions may result in disciplinary action by my employer and/or civil or criminal actions being taken against me. I understand and agree that UMMC has the right to restrict, revoke or suspend my access to the UMMC Epic Connect Platform, and/or to take any appropriate legal action related to any inappropriate use of the UMMC Epic Connect Platform or the information it contains.

To the extent authorized by law, I agree to indemnify, defend, and hold harmless, UMMC and its affiliates, and their respective members, trustees, officers, directors, employees and agents, from and against any claim, cause of action, liability, damage, cost or expense, including without limitation, reasonable attorneys' fees and costs, arising out of or in connection with any unauthorized or prohibited use of disclosure of protected health in violation of the terms and conditions herein.

Computer Security and Password Protection

I understand that I will be assigned a unique User ID and password. I understand that registration and use of a unique User ID and password is a prerequisite to participating in the UMMC Epic Connect Platform. I agree to use good judgment in the selection of a password, agree not to share this User ID or password with others, and I understand that the compromise of my User ID or password could allow protected information to become known to other parties. I agree that I am solely responsible for ensuring the security of my User ID and password. I agree not to use the User ID or password of others, nor leave a secured application unattended while signed-on to the UMMC Epic Connect Platform.

To the extent authorized by Mississippi law, by using the UMMC Epic Connect Platform, I agree that I will hold harmless, indemnify, and I hereby covenant not to sue UMMC for any damage to my computer, laptop, software, or other computer system and for any other injury or damage I personally may suffer or incur as a result of my use of the UMMC Epic Connect Platform.

Links to Other Sites

I understand and agree that: (i) any links contained on the UMMC Epic Connect Platform are provided solely as a convenience to me; and (ii) UMMC does not endorse nor make any representation regarding such third-party sites, their information, services, or merchandise.

No Guarantee of Continuous Access to the UMMC Epic Connect Platform

I understand and agree that (i) the UMMC Epic Connect Platform may not be available to me at all times due to system failures, back-up procedures, maintenance or other causes; (ii) access is provided on an "as-is, as-available" basis and UMMC does not guarantee that I will be able to access the UMMC Epic Connect Platform at any particular time; and (iii) UMMC cannot guarantee that use of the UMMC Epic Connect Platform will be free of interruptions and they are not liable for my inability to access or view the information contained on the site; and (iv) during times when the UMMC Epic Connect Platform is unavailable, I agree to use other methods (such as telephone or in-person communication) to obtain a patient's clinical or demographic information or to order services.

No Guarantee of Completeness of Medical Record

I understand and agree that: (i) the UMMC Epic Connect Platform is made available for my convenience in assisting my (or my employer's) patients and allows me to access certain parts of a patient's medical record; (ii) the UMMC Epic Connect Platform is not a complete medical record and certain types of medical information may never appear in the UMMC Epic Connect Platform; and (iii) if I need a complete copy of a patient's medical record, I will contact UMMC's Release of Information Departments. ***I agree that I will never assume that the UMMC Epic Connect Platform record is the complete medical record of any patient.***

Responsibility to Review the UMMC Epic Connect Platform Messages in a Timely Manner

I understand and agree that: (i) messages sent to me via the UMMC Epic Connect Platform might contain information that is important to the treatment of patients to whom I, or the physician(s) for whom I work, provide care; (ii) it is my responsibility to monitor these messages in a timely manner; and (iii) I am liable for any loss, injury or claims of any kind resulting from messages that I fail to read in a timely manner.

Copyrights, Trademarks, Service Marks, and Other Intellectual Property

I understand and agree that: (i) the UMMC Epic Connect Platform is proprietary and is to be used only by authorized users; (ii) any unauthorized use, copying, infringement, or other form of dissemination of the information contained in this proprietary resource, including screen displays, is strictly prohibited; (iii) other software accessible from the site may contain additional and separate rules for use and are incorporated into these Terms and Conditions by reference and I am bound by them just the same as if they were written in this document; (iv) The UMMC Epic Connect Platform information and the logos, icons and other marks shown or referenced within it are reserved by UMMC and/or licensors licensing such to UMMC for use in providing the UMMC

Epic Connect Platform and are protected by copyright and trademark law; and (v) if I desire to reproduce or download any part of the content, I must request and receive written permission from UMMC before doing so, and UMMC is not required to provide that consent to me.

Changes to the Terms and Conditions

I understand and agree that UMMC may modify or change these Terms and Conditions at any time; I further agree that each time I use the UMMC Epic Connect Platform I am, by such use, consenting to the Terms and Conditions applicable at that time. I realize that at any time I may access the most recent version of the Terms and Conditions at www.umc.edu/epicconnect.

Disclaimer

TO THE EXTENT AUTHORIZED BY LAW, I UNDERSTAND THAT UMMC TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN DATA, SOFTWARE, COMMUNICATION LINES, VIRTUAL PRIVATE NETWORK, THE INTERNET OR MY INTERNET SERVICE PROVIDER (ISP), ACCESS SYSTEM, COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT I USE TO ACCESS THE UMMC EPIC CONNECT PLATFORM.

TO THE EXTENT AUTHORIZED BY LAW, I ALSO UNDERSTAND AND AGREE THAT THE UMMC EPIC CONNECT PLATFORM, ITS CONTENT AND ALL SITE-RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. I UNDERSTAND AND AGREE THAT I ASSUME TOTAL RESPONSIBILITY AND RISK FOR MY USE OF THE UMMC EPIC CONNECT PLATFORM, ALL SITE-RELATED SERVICES, AND THIRD PARTY WEB SITES. I FURTHER UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UMMC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY OF ANY KIND. I ALSO UNDERSTAND AND AGREE THAT ANY REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON THE UMMC EPIC CONNECT PLATFORM DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT BY UMMC UNLESS SPECIFICALLY STATED OTHERWISE.

Limitation of Liability

TO THE EXTENT AUTHORIZED BY LAW, I FURTHER UNDERSTAND AND AGREE THAT UMMC AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON THE UMMC EPIC CONNECT PLATFORM ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE UMMC EPIC CONNECT PLATFORM, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE UMMC EPIC CONNECT PLATFORM, AND/OR ANY THIRD PARTY WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER

OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. I UNDERSTAND AND AGREE THAT MY SOLE REMEDY FOR DISSATISFACTION WITH THE UMMC EPIC CONNECT PLATFORM, SITE-RELATED SERVICES, AND/OR THIRD PARTY WEB SITES IS TO STOP USING THE WEB SITE AND/OR THOSE SERVICES.

Responsibility

I AGREE THAT THE UMMC EPIC CONNECT PLATFORM IS NOT INTENDED IN ANY WAY TO ELIMINATE, REPLACE, OR SUBSTITUTE FOR, IN WHOLE OR IN PART, A PHYSICIAN'S DIAGNOSIS AND MEDICAL JUDGMENT OF A PATIENT'S CONDITION AND OF THE TREATMENT AND CARE APPROPRIATE TO THE CONDITION. I AGREE THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS MADE BY ME (AND/OR PHYSICIANS WITH WHOM I WORK) WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS, OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL, OR MEDICAL INFORMATION (INCLUDING SYSTEM DATA IN THE UMMC COMMUNITY CONNECT PLATFORM) SHALL RESIDE SOLELY WITH ME (AND/OR PHYSICIANS WITH WHOM I WORK).

I agree to notify UMMC immediately by calling the University of Mississippi Medical Center's Help Desk at (601) 984-1145 or 1-877- 347-5041 if I lose my User ID or password, if I become aware or suspect that another person has access to my User ID or password, or if I become aware of any known or suspected violations of these Terms and Conditions, including the compromise of any protected health information.

Printed Name of Individual Requesting Access

Signature of Individual Requesting Access

Date