

GHCEpicLink User Handbook

THIS HANDBOOK IS REQUIRED READING FOR ALL GHCEpicLink USERS!

Welcome to **GHCEpicLink**! This secure electronic application is offered to our health care partners to gain access into important GHC-SCW protected health information (PHI) relevant to the provision of excellent care and treatment. It is a secure electronic application provided to health care providers for patients under our mutual care and treatment. Requests for participation in this process are carefully screened to ensure that such information exchange is appropriate and necessary. It includes a thorough review of the types of PHI you are requesting and presentation of sound justification that **GHCEpicLink** is the most efficient and appropriate tool to provide this information. This includes an assessment of the principle of “minimum necessary” and other essential expectations outlined in the HIPAA Privacy and Security Rules, state laws and other regulations governing this information sharing. We take this process seriously and require that our health care partner’s commitment is consistent with those of GHC-SCW.

GHCEpicLink Definitions

Protected Health Information (“PHI”) is the private and secure health and insurance information stored in the GHCEpicLink application. It is comprised of individually identifiable health information regarding GHC-SCW patients stored and accessed in the Service.

GHCEpicLink Partner is an individual or group of individuals to whom GHC-SCW providers allow access to its protected health information (PHI) under and GHCEpicLink Partner Agreement (“Partner Agreement”)

GHCEpicLink Service (“Service”) is the software that allows Authorized Users to view protected health information of GHC-SCW patients.

Authorized User (“User”) is the individual who has been granted access to GHCEpicLink by having, usually, a senior official in the organization; execute a formal GHCEpicLink Partner Agreement (“Partner Agreement”).

GHCEpicLink Handbook (“Handbook”) is the document all Authorized Users must read prior to being granted access into GHCEpicLink.

Proprietary Information is that related to GHC-SCW’s internal business affairs, including information regarding GHC-SCW products, pricing and other proprietary data, personnel data, vendor information, financial data, and other competitively sensitive information that GHC-SCW maintains as confidential. If such information is already made available in the public domain, then such information is not proprietary.

GHCEpicLink Hardware and Software:

Requirements: A PC capable of accessing the intranet and a web browser are the primary hardware and software requirements. The processor must be Pentium class PC with 16-32 meg of RAM. The performance of remote devices is related to modem speed. A 56kbps modem or higher connection is necessary.

GHCEpicLink Partner is responsible for the costs of equipment and supplies housed in any of its facilities necessary for access to and use of the system from these locations. Such costs may include, but are not limited to, costs related to acquisition, installation, operation, and maintenance of personal computers. Costs related to wiring, hardware,

software, phone changes and internet access services are also the responsibility of the Partner. Ongoing equipment and supply upgrade costs are also the Partner's responsibility.

GHC-SCW Responsibilities: GHC-SCW will maintain only the web access application and security requirements. All other maintenance, including but not limit to connectivity and devices will remain the responsibility of the Partner.

Warranty: The parties agree that GHC-SCW provides no warranty or assurances of any kind to GHCEpicLink Partner, expressed or implied, regarding the continuity, availability, characteristics or performance of GHCEpicLink.

List of Locations: Individual departments and facilities within the GHCEpicLink's Partner organization are required to provide GHC-SCW, prior to approval of User's, the street address of the specific location where access will occur. Each site or location must be submitted to GHC-SCW by the Partner prior to attempting or gaining access to GHCEpicLink. A GHCEpicLink Partner that accesses GHCEpicLink from an unauthorized location will be considered to be in violation of the GHCEpicLink Partner Agreement and subject to the terms and conditions contained in the Partner Agreement.

Protection of Software: GHCEpicLink software is proprietary to Epic Systems, Inc. and is to be used only by legitimate GHCEpicLink Partners and Users. Any unauthorized use or infringement of this proprietary resource is strictly prohibited and may result in termination of the Agreement and/or legal action.

Access Termination: When this Agreement ends, GHC-SCW will end GHCEpicLink Partner access to this Service.

GHCEpicLink Confidentiality of Protected Health Information

- **Permitted Uses:** Notwithstanding any provision herein to the contrary, the GHCEpicLink Partner is authorized to use PHI for treatment, payment and health care operations and as otherwise required or permitted under applicable law.
- **Prohibited Uses:** As a condition for GHC-SCW to provide electronic information, the GHCEpicLink Partner agrees to maintain the privacy and security of all PHI and not to use or disclose PHI for any purpose other than those set forth in this Handbook and Agreement. Specifically, the GHCEpicLink Partner may not sell, disclose to any third party or otherwise permit or facilitate third-party access to PHI except as described in this Handbook. The GHCEpicLink Partner may not transmit any PHI obtained by any electronic means or access for any other purpose than those set forth in this document. The GHCEpicLink Partner may not use any PHI with the intent to negatively impact the competitive advantage of GHC-SCW in the marketplace. GHCEpicLink Partner may not otherwise use or disclose PHI other than as permitted or required by this Handbook and Agreement.
- **Prohibited Uses for Proprietary Information:** Proprietary Information is that related to GHC-SCW's internal business affairs, including information regarding GHC-SCW products, pricing and other proprietary data, personnel data, vendor information, financial data, and other competitively sensitive information that GHC-SCW maintains as confidential. If such information is already made available in the public domain, then such information is not Proprietary.
- **User Privacy Standards:** Prior to being granted access to GHCEpicLink a User must complete the User Information Form which includes the Confidentiality Agreement. Each User is required to read this GHCEpicLink Handbook prior to accessing the Service.
- **Data Storage and Destruction:** The GHCEpicLink Partner must handle, store and dispose of PHI or other data printed, viewed, or otherwise disseminated from the Service in the same manner and with at least the same degree of security and protection afforded to its own printed medical records. Specifically, the GHCEpicLink Partner must file such printed data as part of its secure medical records system or dispose of the material in a manner that transforms it into an unrecognizable form (i.e., by shredding).

- Information Security: The GHCEpicLink Partner must take all reasonable measures to insure security of the information maintained, used and disclosed in the Service.

GHCEpicLink State and Federal Laws

- Legal Compliance: The GHCEpicLink Partner understands their obligation to obey all laws and regulations regarding the use and transfer of PHI, including but not limited that information governed by the HIPAA Privacy and Security Regulations, regulations enacted by the Centers for Medicare and Medicaid (CMS), the Department of Health and Human Services (DHHS), Wisconsin Department of Health and Family Services, ARRA, HITECH, and other federal and state laws governing these processes.
- Breach of Privacy: The laws governing the privacy and security of PHI govern all aspects of the maintenance, use and disclosure of information contained in the GHCEpicLink Service and application. These governances apply to current and future laws and regulations, including but not limited to ARRA/HITECH and the Breach Notification Rule. The Partner's responsibility for maintaining the privacy and security of all PHI and other information contained in the Service is indefinite and will continue even after any agreement between GHC-SCW and the GHCEpicLink Partner and User, as applicable, has been terminated.
- Program Changes: GHC-SCW will re-evaluate the program as regulations from governing bodies change or become more clearly defined, and shall provide the GHCEpicLink Partner and User within thirty (30) days written notice of any program changes necessitated by such a law or regulation.

GHCEpicLink Additional GHCEpicLink Partner Obligations

The GHCEpicLink Partner agrees to:

- Report to the GHC-SCW Privacy Officer, any unauthorized use or disclosure of PHI of which the GHCEpicLink Partner becomes aware;
- Advise patients requesting amendments to their medical records that the GHCEpicLink Partner does not have the authority or the ability to alter their PHI and that any amendments or corrections must be forwarded to the GHC-SCW Privacy Officer;
- Take appropriate precautions to ensure that GHCEpicLink users' computer screens will not be able to be seen by patients, visitors or any other unauthorized person;
- Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services for the purpose of determining GHC-SCW's compliance with regulations;
- Note that the GHCEpicLink Partner (the individual and/or the entity) is fully responsible for any violations of the confidentiality assurance that may be committed by any of their employees or agents while acting within the scope of their employment.

GHCEpicLink Access and Authorized User Guidelines

- Control of System: The GHCEpicLink Partner shall do all things necessary to supervise and control the access to and use of the system and PHI in a manner consistent with the terms and requirements of this Handbook.
- Access Requirements: Access to the GHCEpicLink service is given after the following requirements have been achieved:
 - The GHCEpicLink Partner has signed and submitted the GHCEpicLink Partner Agreement to GHC-SCW;
 - The individual user has signed and submitted the GHCEpicLink User Information Form and Confidentiality Agreement;
- Access is provided only to individual users with one User ID to be used exclusively by that user;

- The user will be assigned a temporary password which will be changed to a secure individual password immediately upon sign-in. The user's password will be kept private, never revealed to another user and changed every 90 days;
- GHC-SCW may terminate GHCEpicLink access after periods of inactivity and/or for any reason at any time without notification to the user. GHC-SCW may also restrict access as determined to be appropriate by GHC-SCW.
- User requests will be reviewed for appropriate role-based access and the principles of HIPAA's treatment, payment and health care operations provisions and approval by the user's designated authority. GHC-SCW will approve or deny access based on this evaluation;

GHCEpicLink User IDs and Passwords

- The User will submit the GHCEpicLink User Information and Confidentiality Agreement Form to the GHC-SCW Privacy for administrative requests and to the GHC-SCW Health Information Department for clinical users;
- Each user will be e-mailed the GHCEpicLink Welcome letter containing the User ID and instructions to call the GHCHelpDesk to obtain their password and login instructions;
- Passwords must be at least 5 characters, alphanumeric, and appropriately-assigned by the User to ensure security;
- The User will adhere to the requirements identified on the GHCEpicLink User Information and Confidentiality Form. It is the User's responsibility to read, understand and demonstrate compliance with the instructions outlined on this form.

GHCEpicLink Terminations, Transfers and Extended Leaves

The GHCEpicLink User's authorized representative is responsible for informing GHC-SCW immediately of a change to the User's status, including assignment to a different position, termination, transfer, extended leave or any other situation that may modify that User's need for access to GHCEpicLink. Failure to report such changes may be subject to termination of the GHCEpicLink Agreement or other consequences and determined by GHC-SCW, with or without notice.

GHCEpicLink Security Reports and Audits

- Access Monitoring and Audits will be conducted by the GHC-SCW Privacy Officer without restriction. Any type of access by any User is the property of GHC-SCW and the User may be contacted to provide proof of the work-related legitimate need for any access to GHCEpicLink.
- The GHCEpicLink Partner is solely responsible for informing GHC-SCW of any changes to a GHCEpicLink user's status, specifically, but not exclusive to, termination of employment. The GHCEpicLink Partner is expected to report these changes immediately.
- The GHCEpicLink Partner is solely responsible for providing the GHC-SCW Privacy Officer with an active GHCEpicLink User List on first Friday of January and the last Friday of June on an annual basis. Failure to submit this list may be cause for termination of this Agreement or other actions as determined appropriate by GHC-SCW.
- The GHCEpicLink Partner will immediately notify the GHC-SCW Privacy Officer of any disciplinary, legal, non-compliant or other behaviors or actions of the user that have impacted that user's access to the GHCEpicLink Partner's own electronic systems. For example, if a User is arrested outside of the GHCEpicLink Partner's employment for an ethical, legal or other inappropriate behavior or action, the GHCEpicLink Partner is

required to report this to the GHC-SCW Privacy Officer immediately. Failure to do so may result in termination of this Agreement, legal action or other actions determined to be necessary by GHC-SCW.

GHCEpicLink Training and Online Help

GHC-SCW will provide the following support for training the individual GHCEpicLink user

- Upon activation, the GHCEpicLink user will receive the GHCEpicLink Welcome Letter providing basic access instructions to the User;
- When the User contacts the GHCHelpDesk to obtain their password, the user may obtain additional training from the GHCHelpDesk.
- The GHCEpicLink Handbook provides training information to the User;
- Upon request, GHC-SCW may provide onsite training to an individual or entity in the format of “train-the-trainer.” Following this training, the GHCEpicLink Partner’s User or User’s will be expected to provide onsite support to their own staff.

ACCESS TO AND USE GHCEpicLink DEMONSTRATES THE USER’S REVIEW AND UNDERSTANDING OF THIS HANDBOOK.