

EpicCare Link Confidentiality Agreement



This Confidentiality Agreement is hereby entered in this _____ day of _____ 20_____, (Effective date) by and between Ashland Hospital Corporation d/b/a King's Daughters Medical Center (KDMC), _____ (Epic User), an employee of _____ (Doctor's office) and Doctor's office. By signing below, the Doctor's Office acknowledges and agrees that the Epic User has been selected by it to participate in Epic training and to facilitate the use of Epic in the Doctor's Office, and the Doctor's Office will also be bound by the confidentiality requirements of this Confidentiality Agreement.

1. In connection with Epic user's participation in training and subsequent use of the Epic program, KDMC will provide information which it considers to be proprietary and confidential, either to Epic or to KDMC (the Proprietary information), as well as patient protected health information (PHI) (the Proprietary information and PHI, collectively, the Confidential information).
2. The Confidential information will be kept confidential and shall not be disclosed by the Epic User or Doctor's Office in any manner whatsoever, in whole or in part, unless such information should be required for legitimate legal purposes pursuant to Paragraph 4, below. The Confidential information shall not be used by the Epic User other than in training or appropriate Epic usage as an employee of the Doctor's Office.
3. The Epic User and Doctor's Office agree to promptly return all Confidential Information, including any work product incorporating the confidential information, upon the request of KDMC.
4. If the Epic User of the Doctor's Office is requested or required to disclose the Confidential Information pursuant to subpoena, discovery request, investigative demand or other similar process, the Epic User of Doctor's Office will promptly notify KDMC so that KDMC may take appropriate action to obtain a protective order or waive compliance with the Agreement.
5. This Confidentiality Agreement does not obligate KDMC or Doctor's Office to enter into any other agreements.
6. The Epic User and the Doctor's Office agree to indemnify and hold KDMC harmless for its or their failure to comply with the terms of this Confidentiality Agreement and/or the disclosure of Confidential Information by him, her or it, whether arising from negligence or an intentional act, as well as any claim or action related thereto including, without limitation, reasonable attorney's fees. The Epic User and Doctor's office agree that injunctive relief is appropriate should it or they violate any of the terms hereof without prejudice to any rights or remedies that the aggrieved party may have at law for any such violation. Any breach of this Agreement shall immediately result in termination of the Epic User's access to any Epic program.
7. To the extent any provision of this Confidentiality Agreement shall be held to be unenforceable, the parties hereto hereby request any court making such a finding of unenforceability to reform this Confidentiality Agreement so that all of the other provisions hereof shall be enforceable. In the absence of any such reformation, unenforceability of any provision shall not affect the remainder of this Confidentiality Agreement.
8. The Parties' obligations hereunder shall survive the termination of this Agreement and shall continue in full force even if the parties fail to enter into an agreement for the Doctor's Office Epic usage.
9. This agreement shall be governed by the laws of the Commonwealth of Kentucky and contains the entire agreement of the parties with respect to the subject matter hereof and may not be amended except by a written agreement between the parties. Venue of any legal proceedings arising from this agreement will be solely and exclusively in the County of Boyd, Commonwealth of Kentucky.
10. This Confidentiality Agreement may be executed in counterparts all of which, taken together, shall constitute a single original agreement.

IN WITNESS WHEREOF, KDMC, the Epic User and the Doctor's Office have executed this Confidentiality Agreement to be effective as of the date first written above.

Ashland Hospital Corporation d/b/a King's
Daughters Medical Center (KDMC)

Initiated By:
Megan Howard
Manager

Clinical Informatics, KDMC

Date: _____

Name of Epic User: _____

Signature of Epic User: _____

User's Role: _____

Date: _____

Doctor's Office Legal Name: _____

Street Address: _____

City, State & ZIP: _____

Phone: _____

Email Address: _____

Date: _____

**FAX completed form to
(606) 408-6889**