

**ELECTRONIC HEALTH RECORD
ACCESS USER AND CONFIDENTIALITY AGREEMENT
WITH FRANCISCAN HEALTH SYSTEM**

This Agreement must be completed and signed by each individual requesting access to Franciscan Electronic Health Records. The Agreement must be completed and returned to the Franciscan Health System Health Information Management Department before access will be granted.

Name of individual requesting access (please print): _____

Community Partner Name and Address: _____

I am requesting access to Franciscan Health System in Tacoma, Washington IT System to obtain Electronic Health Records, and agree to the following terms and conditions:

Breach means the unauthorized acquisition, access, use, or disclosure of protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

Community Partner provides health care services to patients in the community of Hospital. This refers to such entities as skilled nursing facilities, home health agencies, home infusion agencies, hospice agencies, home medical equipment agencies, and Washington State and county governing and regulatory bodies. Community partners may consist of a physician, practitioner, health care provider, group practice, partnership, or corporation of physicians and/or practitioners, health care providers, and its employees.

Disclose and **Disclosure** mean, with respect to protected health information, the release, transfer, provision of, access to, or divulging in any other manner of protected health information outside Hospital internal operations.

Electronic Health Record (“EHR”) means a repository of consumer health status information in computer processable form used for clinical diagnosis and treatment for a broad array of clinical conditions. EHRs contain protected health information.

Electronic Protected Health Information or **Electronic PHI** means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media. Electronic PHI may be transmitted and maintained on devices such as cell phones, PDAs, text pagers, and USB static discs.

Information Technology (“IT”) for purposes of obtaining access to Hospital EHR includes by way of example: rights, licenses, and intellectual property related to the EHR software; connectivity services, including broadband and wireless internet services; portals; secure messaging capabilities and related services that are used in the automatic acquisition, storage,

manipulation, management, movement, control, display, switching, interchange, or transmission or reception of data or information in any electronic medium to any source. IT for purposes of EHR does not include hardware, including routers or modems necessary to access or enhance connectivity, and operating software that makes the hardware function; storage devices; software with core functionality other than EHR (such as human resources or payroll software or software packages for practice management or billing); or items used to conduct personal business or business unrelated to Community Partner practice.

Protected Health Information (“PHI”) means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Hospital from or on behalf of Community Partner, or is created by Hospital, or is made accessible to Hospital by Community Partner. PHI may be contained in other mediums including without limitation, electronic PHI, EHR, paper records, audio, and video recording.

Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary of the U. S. Department of Health and Human Services, or his designee.

Use or Uses means, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Hospital’s internal operations.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

I acknowledge that Hospital IT system is the property of Franciscan Health System. I agree to use Hospital IT system solely for job-related purposes.

I understand that all EHR available through Hospital IT system is confidential and is to be treated as such.

I promise to access Hospital IT system only in the minimal amount necessary to obtain EHR for the provision of health care services to the Community Partner patient(s).

I understand that passwords and user identification (“ID”) are utilized to access Hospital IT system. I acknowledge that I may not divulge my password or ID to any other individual or entity. I understand that I am responsible for any damages, including monetary damages, for the inappropriate use and/or disclosure of EHR, even if such inappropriate use and/or disclosure was made by another individual using my password or ID. I agree that if I suspect that my password or ID has been obtained by another individual, I will immediately inform Franciscan Health System Privacy Officer so that appropriate action may be taken.

I understand that I am not permitted to access the Hospital IT systems for anything other than my intended job-related purpose. Accordingly, I understand that I am not permitted access to my health information, my family, or relative's health information, or another person's health information because of personal curiosity or personal reasons. I acknowledge that unauthorized access of EHR, confidential files, or Hospital IT system without the proper security clearance and/or access authorization, is, for whatever reason, considered a violation of Community Partner Agreement.

I understand that the Hospital IT systems are monitored by Franciscan Health System Information Technology Department. I understand that IT security features, such as passwords and message deletion functions, do not remove the ability to archive messages, at any time, for future auditing. I understand that the Hospital IT system is subject to search, and that Franciscan Health System is able to track and monitor my access into Hospital IT system. I understand that I do not have any personal privacy rights by utilizing Hospital IT system.

I agree that I will use Franciscan Health System IT system only to access EHR for patient care purposes. I promise that I will not use Hospital IT system for any other purpose including personal use, solicitation for outside business ventures, campaigns, and political or religious causes. I understand that I am prohibited from storing, displaying, or disseminating obscene, offensive, harassing, or discriminatory textual or graphical materials on Hospital IT systems.

I understand that should I violate any provision of this Access User and Confidentiality Agreement, Franciscan Health System will discontinue my access to Hospital IT system. Additionally, Franciscan Health System may take legal action against me, including seeking monetary damages for inappropriate use and/or disclosure of PHI. I understand that Franciscan Health System may be obligated to report my unauthorized access and use of PHI to federal authorities, including the federal Office for Civil Rights, and local and federal law enforcement officials.

I agree to indemnify, defend and hold harmless, Hospital and its affiliates, and their respective members, trustees, officers, directors, employees and agents, from and against any claim, cause of action, liability, damage, fine, penalty, cost, or expense, including, without limitation, reasonable attorneys' fees and costs arising out of or in connection with any unauthorized or prohibited Use or Disclosure of Hospital IT system, PHI, or any other breach of this Agreement.

I acknowledge that I have read, understand, and agree with the conditions above. Further, I agree to immediately notify Franciscan Health System of any conflict with or violation of the above conditions.

User Signature

Date

Witness Signature