

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

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

Name of individual requesting access (please print): _____

Clinic Name and Address: _____

Please Print Name of Authorizing Physician: _____

I am requesting access to FHS IT System(s) to obtain Electronic Health Records, and agree to the following terms and conditions:

Clinic means a physician, practitioner, a health care provider, a 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 FHS 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.

Information Technology ("IT") for purposes of obtaining access to FHS 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 Clinic 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 Clinic, or is created by Hospital, or is made accessible to Hospital by Clinic. PHI may be contained in other mediums including without limitation, electronic PHI, EHR, paper records, audio, and video recording.

Use or Uses means, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within FHS' 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 including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501; 42 C.F.R. Chapter IV, Section 411.351, and 411.357, and 42 C.F.R. Section 1001.952.

I acknowledge that Hospital IT system is the property of FHS. 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 agree to access Hospital IT system only in the minimal amount necessary to obtain EHR for the provision of health care services to the Clinic 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 PHI, 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 change the password for the account and inform FHS' Security Officer (253-428-8353) 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 relating to patient treatment, payment or Hospital operations. Accordingly, I understand that I am not permitted access to my or another individual's health information because of a personal request, personal reasons or personal curiosity. 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 the Access to Electronic Health Records Policy.

I understand that the Hospital IT systems are monitored by FHS' 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 FHS 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 FHS' 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 have read the Policy on Access to Electronic Health Records ("EHR Policy") and agree to be bound by the terms and conditions of the EHR Policy. I understand that should I, or my employee, violate any provision of the EHR Policy, FHS will discontinue my access to Hospital IT system(s). Additionally, FHS may take legal action against me, including seeking monetary damages for inappropriate use and/or disclosure of PHI.

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, 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 the EHR Policy by myself or my employee.

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

User Signature

Date

Witness Signature