

**AGREEMENT FOR ACCESS TO PROTECTED HEALTH INFORMATION
IN EPICCARE LINK**

BETWEEN

**PROVIDENCE HEALTH & SERVICES - WASHINGTON DBA
PROVIDENCE HEALTH & SERVICES ALASKA**

AND

THIS AGREEMENT for Access to Protected Health Information (“PHI”) (“Agreement”) is entered into between **PROVIDENCE HEALTH & SERVICES - WASHINGTON DBA PROVIDENCE HEALTH & SERVICES ALASKA** (hereinafter “Providence”) and _____ (hereinafter “Outside Entity”).

WHEREAS, Providence utilizes certain systems which allow users to remotely access patient electronic health records (“EpicCare Link”) among Providence hospitals, other health care providers affiliated with Providence, and physicians and physician practices with medical staff privileges at Providence hospitals or another health care provider affiliated with Providence and other providers of health care items and services in and around Alaska;

WHEREAS, EpicCare Link has the capacity to allow these parties to view electronic health records (“EHR”) of their patients for the purpose of treatment, payment, and certain health care operations to the extent permitted without authorization by the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as may be amended from time to time (collectively, “HIPAA”), and further subject to the American Recovery and Reinvestment Act of 2009 (“ARRA”), including its provisions commonly known as the “HITECH Act,” and rules and regulations promulgated thereunder, as may be amended from time to time;

WHEREAS, Providence believes that the use of EpicCare Link by Outside Entity would substantially improve the quality of health care provided in and around Alaska, and therefore wishes to allow access to EpicCare Link by Outside Entity, subject to the restrictions and other requirements set forth in this Agreement;

WHEREAS, Outside Entity provides professional or other medical services to Providence patients, but does not have a contract with Providence for access to EHR;

WHEREAS, Outside Entity wishes to use EpicCare Link to improve the quality and efficiency of the medical services Outside Entity provides to Providence patients subject to the terms herein; and

NOW, THEREFORE, in consideration of the promises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. EpicCare Link Access.

A. Subject to the terms and conditions of this Agreement, Providence hereby grants Outside Entity non-transferable and non-exclusive access to EpicCare Link to permit the medical providers (each a “Medical Provider”), as defined and set forth in Exhibit A attached hereto, and their office administrators, secretaries and nurses (collectively “Authorized Users”), to electronically access and use EpicCare Link solely for storing, processing, and displaying medical records and other information, images and content related to the provision of healthcare to patients of such Medical Providers (the “System License”). Outside Entity understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each individual authorized user by Providence, and that each authorized user shall be prohibited from using another authorized user’s access code to access and/or use EpicCare Link. Outside Entity further acknowledges and understands that Providence may terminate individual Authorized Users’ access and/or the entire System License at any time for any reason without penalty, regardless of any effect such termination may have on Outside Entity’s operations.

B. Outside Entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity to access and use EpicCare Link must be obtained separately by Outside Entity. Providence shall not be responsible for the procurement, installation or maintenance of any necessary components, and Providence makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by Outside Entity and paid directly to the suppliers of the components.

2. Use or Disclosure of PHI.

A. Outside Entity shall not use or disclose PHI received from Providence in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. Outside Entity shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of Providence only in accordance with the provisions of this Agreement and federal and state law. Outside Entity shall not disclose PHI in any manner other than as permitted by this Agreement. Outside Entity further agrees that all information accessed through the System will be maintained in the strictest confidentiality and in the same manner as Outside Entity safeguards the confidentiality of other patient care records, or as required by state and federal law.

B. Outside Entity agrees to implement and utilize EpicCare Link and shall provide Providence with access to a patient’s EHR that are created, maintained, transmitted, or received using EpicCare Link when such patient is also a patient of Providence solely for the purposes of treatment, payment, or health care operations to the extent permitted without patient authorization by HIPAA. Outside Entity shall use EpicCare Link in accordance with any network security policies issued by Providence from time to time.

C. Providence and Outside Entity shall comply in all material respects with the standards for privacy of individually identifiable health information of the Administrative Simplification subtitle of HIPAA. Providence and Outside Entity recognize their status as “covered entities” under HIPAA and agree to carry out their responsibilities under this Agreement in accordance with such status.

3. Process for Requesting System Access.

A. Outside Entity shall provide Providence with the name and direct contact information for its Privacy Officer, and shall notify Providence of any change in such contact. Outside Entity shall also designate a liaison to coordinate user access (which person can also be the Privacy Officer). The liaison is responsible for managing the modification and termination for accounts that the Outside Entity is provided. Before access to EpicCare Link, each Authorized User shall select “I ACCEPT” to the terms of the online confidentiality statement (the “Confidentiality Statement”) in the form provided herein as Exhibit B, attached hereto and incorporated herein by reference, as that form may be amended from time to time. Outside Entity agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement and the Confidentiality Statement. Each Authorized Individual shall also complete, in a form and in a manner to be determined by Providence, training regarding the requirements of HIPAA as they pertain to EpicCare Link access.

B. For purposes of this Agreement, access to EpicCare Link shall be permitted only for such categories of employees of Outside Entity who have a reasonable need to access PHI of Providence patients for purposes of carrying out their duties to such patients. The Authorized Users of Outside Entity who shall have access to EpicCare Link are listed in Exhibit A of this Agreement, incorporated by reference herein. Outside Entity agrees to notify Providence within 24 hours when any Authorized User is separated from employment of Outside Entity for any reason, including but not limited to termination or voluntary separation. Outside Entity further agrees, on each anniversary date of this Agreement, to validate that the Authorized Users listed in Exhibit A continue to require access to the System and continue to be employees or agents of Outside Entity.

4. Safeguards Against Unauthorized Use or Disclosure of Information.

Outside Entity agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of PHI. Outside Entity agrees to comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future.

5. Data Ownership.

Outside Entity acknowledges and agrees that Providence owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in Providence at all times. Outside Entity shall not compile and/or distribute analyses to third parties utilizing any data

received from, or created or received on behalf of Providence without express written permission from Providence.

6. Reporting of Unauthorized Use or Disclosure of PHI.

A. Outside Entity shall, within one (1) working day of becoming aware of an unauthorized use or disclosure of PHI by Outside Entity, its officers, directors, employees, contractors, agents or by a third party to which Outside Entity disclosed PHI, report any such disclosure to Providence. Such notice shall be made to the following:

**PROVIDENCE
ADDRESS
PHONE**

B. Potential Data Security Breach

If at any time Outside Entity has reason to believe that PHI accessed, disclosed, or transmitted pursuant to this Agreement may have been accessed or disclosed without proper authorization and contrary to the terms of this Agreement, Outside Entity will immediately give Providence notice and take actions to eliminate the cause of the breach. To the extent Providence deems warranted, in its sole discretion, Providence will provide notice or require Outside Entity to provide notice to individuals whose PHI may have been improperly accessed or disclosed.

C. Providence has the right, at Outside Entity's sole cost and expense, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of Outside Entity's technical capabilities.

7. Third Party Access.

Outside Entity shall obtain the written approval of Providence prior to allowing any agent or subcontractor access to PHI that is created or received on behalf of Providence. In the event that Providence consents to such third party access on a case-by-case basis, Outside Entity shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Outside Entity through this Agreement. Outside Entity shall require that any agent or subcontractor notify Outside Entity of any instances in which PHI is used or disclosed in an unauthorized manner. Outside Entity shall take steps to cure the breach of confidentiality and end the violation or shall terminate the agency agreement or subcontract.

8. Availability of Books and Records.

Outside Entity agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Providence, or created or received on behalf of Providence, available Providence and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Providence's and Outside Entity's compliance with the HIPAA standards. Outside Entity promptly shall provide to Providence a copy of any documentation that Outside Entity provides to the Secretary.

Fax 1-907-212-5616

9. Investigations/Sanctions.

Providence reserves the right to monitor, review and investigate reported and identified failures to comply with this Agreement and impose nonmonetary appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of Outside Entity's access, or termination of individual Authorized User access. Providence reserves the right to report unprofessional conduct to appropriate licensing or other regulatory authorities. Outside Entity agrees to cooperate with Providence in order to adequately investigate complaints received involving the Outside Entity's employees or agents. Outside Entity agrees to have a sanctions policy, produce it upon request, and discipline their employees or agents for all breaches involving Providence PHI in accordance with the HIPAA Privacy Rule. Outside Entity understands that lack of adherence to this section allows Providence to immediately void this Agreement and all associated access privileges.

10. Immediate Termination.

Providence may terminate its participation in this Agreement immediately without liability for such termination, in the event Providence determines that Outside Entity, or Outside Entity's directors, officers, employees, contractors or agents have violated a material provision of this Agreement.

11. Indemnification.

Outside Entity agrees to indemnify and hold harmless Providence, its governing board, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorney's fees, which may arise from Outside Entity's performance under this Agreement or negligent acts or omissions of its subcontractors, agents, or employees, including, but not limited to, any penalties, claims or damages arising from or pertaining to a breach of this Agreement, or the violation of any state or federal law applicable to the use, disclosure or protection of PHI subject to this Agreement. Such indemnification shall include but shall not be limited to the full cost of any notice to impacted individuals, including the costs to retain an outside consulting firm, vendor or outside attorneys to undertake the effort.

12. Insurance

The Parties will maintain insurance policies sufficient to protect against all applicable risks.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding access to EpicCare, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

14. Amendment.

Fax 1-907-212-5616

This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment, or letter agreement.

15. Governing Law.

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Alaska.

16. Waiver.

Neither the waiver by any of the parties hereto of a breach of, or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

17. Term.

This Agreement is effective beginning _____ and will terminate _____ unless terminated by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, Providence and Outside Entity have caused this Agreement to be duly executed on the day and year first above written.

PROVIDENCE

By: _____

By: _____

Name: _____

Title: _____

Exhibit A

1. Below is a list of the names of the medical/clinical personnel including, but not limited to MD, RN, LPN, NA, PA, CMA, NP, PA who are authorized to receive access:

2. Below is a list of the names of the billing and coding related personnel including, but not limited to Coders, Medical Records Clerk, Billing Clerks, who are authorized to receive access:

Exhibit B
Terms & Conditions of Use

The protection of health and other confidential information is a right protected by law and enforced by fines, criminal penalties as well as policy. Safeguarding protected health information is a fundamental obligation for all persons accessing it. Your clicking on “I AGREE” at the end of this statement will commit you to that obligation, and WILL be used as proof that you understand and agree to the stated basic duties and facts regarding privacy.

Read it carefully.

Clicking on “I AGREE” indicates the following:

1. I agree to protect the privacy and security of confidential information I access through Providence’s electronic records at all times.
2. I agree to a) access confidential information to the minimum extent necessary for my assigned duties and b) disclose such information only to persons authorized to receive it.
3. I agree that I understand the following:
 - a. PROVIDENCE HEALTH & SERVICES ALASKA (“Providence”) tracks all user IDs used to access electronic records. Those IDs enable discovery of inappropriate access to patient records.
 - b. Inappropriate access and/or unauthorized release of confidential or protected information will result in disciplinary action, up to and including termination of employment, and will result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my access to Providence electronic records.
 - c. That I will be assigned a User ID & a one-time use activation code. I agree to immediately select and enter a new password known only to me. I understand I may change my password at any time, and will do so based on Providence established policy and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. I am aware that the User ID and password are equivalent to my signature. Also, I am aware that I am responsible for any use of the system utilizing my User ID and password. This includes data entered, viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will report this information to Providence and I will also immediately change my password. I understand that User IDs cannot be shared. Inappropriate use of my ID (**whether by me or anyone else**) is **my** responsibility and exposes me to severe consequences.

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4. I understand that confidential health information includes but is not limited to: Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in the Privacy Rule as “protected health information.”) Examples include, but are not limited to:

- Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
- Patient insurance and billing records;
- Centralized and/or department based computerized patient data and alphanumeric radio pager messages;

5. I understand confidential employee business information that is not available in the public domain includes but is not limited to:

- Employee home telephone number and address;
- Spouse or other relative names;
- Social Security number or income tax withholding records;
- Information related to evaluation of performance;
- Other such information obtained from Providence’s records, which if disclosed, would constitute an unwarranted invasion of privacy; or disclosure of protected or confidential information that would cause harm to Providence.