

Providence Health & Services Organization Initiating Agreement	Disclosing PHI to the below Organization or Entity	Date
Providence Health & Services – Washington		

Organization Business Contact/Authority	
Organization Address	
Phone Number	
Email	

Providence Business Liaison/Primary Contact	Kathie Bethard
Email Address	kbethard@provak.org
Phone Number	907-212-5647

“PH&S Access Support Team” for Reporting Issues or Requesting Assistance	PH&S Service Desk
Email Address	MISWorkorders@providence.org
Phone Number	907-212-3044

The purpose of this Data Access Information Privacy and Security Agreement (“Agreement”) is to establish an understanding between Providence and [Organization] (“Organization”) regarding the expectations of the parties which will govern the relationship between Providence and Organization pursuant to which Providence will grant Access to certain electronic information to Organization.

RECITALS

Whereas the parties have a mutual interest in the wellbeing of Providence patients and the coordination and provision of cost effective, high quality care for Providence patients.

Whereas the parties believe that granting Organization electronic Access to information systems owned or operated by Providence in order for Organization’s Users (as defined in Section II) to have timely and accurate patient medical information from Providence’s system for the sole purpose of treatment, payment or health care operations (as defined by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) will improve health care and patient outcomes.

Whereas some or all of the information to be disclosed is required by law to be protected against unauthorized use, disclosure, modification or loss. In order to comply with applicable legal requirements for the protection of information, the parties agree to the terms herein.

AGREEMENT

I. Purpose

Providence agrees to provide electronic Access to electronic information systems owned or operated by Providence (“Systems”) to Users (as defined in Section II) Organization. Organization shall ensure that any and all use of Systems shall be exclusively for treatment, payment, or health care operations purposes and shall be limited to those patients which Organization has a current patient-provider relationship, or patients for which Organization is a business associate (as defined by HIPAA), or for a purpose for which Providence is otherwise legally

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accessing data on the Systems, the parties shall comply with HIPAA and the American Recovery and Reinvestment Act of 2009 (“ARRA”), including Health Information Technology Economic and Clinical Health Act (“HITECH”), and applicable federal or state laws. Organization understands that electronic Access to the Systems is a privilege offered at the sole discretion of Providence. This Agreement does not require Providence to release Protected Health Information to Organization in any format. **Organization understands and acknowledges that Providence may withhold or terminate User Access at any time for any reason.** PH&S is not obligated to electronically archive images it receives from Organization. Providence makes no implied or explicit commitment that the connection will work at any time in the future, due to unforeseen system or network downtimes.

II. Definitions

All capitalized terms not otherwise defined will have the same meaning as those defined in HIPAA or ARRA/HITECH, for example Protected Health Information.

Workforce means Organization’s employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity as well as Organization's business associates, as defined in HIPAA.

User means Organization’s Workforce. Organization shall assign the above Organization Business Contact/Authority as responsible for managing the list of authorized Users of Organization and who will authorize/sign each individual *Request for Access and Non-Employee Confidentiality/ Non-Disclosure/ Acceptable Use Agreement* (attached as Attachment A) for all workforce members of Organization.

Access means the permissions granted to the User is based on their need to know and job responsibilities. Notwithstanding Access, Users may only access information contained in the System for the purpose of treatment, payment, healthcare operations, or other lawful reason.

III. Term

This Agreement shall be effective as of the date that the Organization signs, and shall continue for two years subject to the termination provisions hereof. This Agreement may be renewed for an additional 1 year term if so agreed to in writing by both parties on or before the expiration date hereof. This Agreement may be terminated without penalty by either party at any time or will automatically terminate if no Users have Access.

IV. Compensation

There shall be no payment exchanged between Providence and Organization pursuant to this Agreement. Each party agrees to be individually responsible for the costs of maintaining appropriate security and privacy controls relating to their information system(s). Organization is responsible for the cost of the appropriate hardware and software to access Providence systems or data. This includes, but is not limited to, initial purchase, upgrade and ongoing support.

V. Relationship of Parties

This Agreement will not be construed to create a partnership, joint venture, or employment relationship among the parties or their employees or agents.

VI. Data Ownership

Access to Systems or data does not in any way create an ownership right in Systems or data to Organization or User. The data available on the System remains the property of its owner. Once the data on the System has been downloaded,

printed or otherwise reproduced by Users for treatment, payment, health care operations, or other lawful purpose, the data shall be the responsibility of Organization (“Organization PHI”) and shall be treated according to Organization’s policies. Data that is contained within the Systems will be available for the support of patients in compliance with HIPAA, ARRA/HITECH, state and federal privacy standards. Providence does not warrant or represent the truth, accuracy or completeness of any information provided to the Organization pursuant to this Agreement. Each party is responsible for ensuring the use of independent professional judgment in making diagnostic, treatment or other decisions based upon information provided pursuant to this Agreement, as applicable. This Agreement is not intended to grant the right to reproduce Providence data unless required for patient treatment, payment, or healthcare operations.

VII. Security and Privacy Obligations

- a. The Organization agrees to reasonably assist Providence in enforcing appropriate security and privacy controls governing the Systems and the information contained therein to which Users are granted Access as described herein.
- b. If any User makes any change to patient medical information in the System, including documenting services or medical care, the User shall do so in compliance with the applicable bylaws, rules, regulations, policies, and procedures of the Providence Medical/Professional Staff to which the User is a member.
- c. Organization will direct Users to complete the required *Request for Access and Non-Employee Confidentiality/Non-Disclosure/ Acceptable Use Agreement* summarizing their responsibilities and be familiar with applicable Providence policies. Access will not be granted until each User completes the required forms. The parties recognize and agree that Providence policies shall only apply to the extent Users are accessing Systems.
- d. Providence will provide an initial password and login for each unique User. Access to Systems will be granted according to Providence policies and procedures, and shall comply with applicable federal and state laws, including but not limited to HIPAA or ARRA/HITECH. Each User shall be responsible for his/her login and password and shall not share his/her login and password with anyone else. User may log onto Systems in order to access a patient’s record for treatment, payment, or health care operations. Organization agrees to ensure that workstations and mobile devices (“devices”) with access to any shared data or Systems are not accessible to unauthorized persons. Organization represents that it has policies in place covering the use of devices with respect to Access to PHI. Organization will direct Users not to use any device not managed or approved by Organization to access Systems. Organization will maintain firewall protection on all Internet connections for computers or devices located at Organization’s locations.
- e. The Organization will ensure the use of updated versions of commercially reasonable anti-virus protection on all computers or devices that are used to access Systems. Organization agrees to keep its computers and devices updated with commercially reasonable operating system patches and to use and maintain firewall protection. Organization agrees that when and while remotely connecting to Systems, it is subject to Providence rules and policies governing privacy and security as provided by Providence.
- f. Providence reserves the right to monitor, log, review, and/or audit all data access and use of Systems. Providence, in its sole determination, may take action against any unauthorized use or access to Systems, including but, not limited to termination of Organization or User Access, or immediate termination of this Agreement.
- g. **Organization agrees to notify the above identified PH&S Access Support Team the same business day if a User has experienced a separation/termination from Organization so that account Access may be terminated immediately.**
- h. **Organization agrees to notify the above identified PH&S Access Support Team the same business day for any changes in Access, but in no event will notice be longer than five (5) days after any changes in roles or job function of a User.**

- i. **Organization agrees to notify the above identified PH&S Access Support Team the same business day** if there is any change of personnel for the above designated Organization Business Contact/Authority, but in no event will notice be longer than five (5) days after any changes in roles or job function.
- j. Organization will direct Users to contact the above identified PH&S Access Support Team for issues specifically related to failure to access or issues with the application to which they have been granted Access. Organization is responsible for the maintenance and repairs to their own devices, computer systems or network connections, including the connection to Providence.
- k. Organization will respond to PH&S periodic User account reviews within five (5) business days.
- l. Organization agrees that it obtains consent from patients to provide treatment if applicable; the parties agree that the sole purpose of this Agreement is for Providence to provide Access to Systems for treatment, payment, or health care operations.
- m. Providence may disable User accounts that are inactive for 45 days or longer without notice to Organization. In these situations Organization shall contact the above identified Providence Business Liaison/Primary Contact to request that Access be reactivated.
- n. Organization shall ensure that each User is trained and complies with the legal obligations relating to the information to which the User has Access, including but not limited to Protected Health Information.
- o. Organization will ensure that Users do not share login and password information with other individuals. Organization will ensure that Users do not permit login and password to be automatically saved on any computers or devices. Sharing of login and/or password information or permitting such to be automatically saved may result in termination of Access.
- p. Users will only be granted Access if they are a member of Organization's Workforce and the forms required by Providence have been fully executed.
- q. Organization will ensure Users only access minimum necessary information for which they have a legitimate reason and are authorized by law to access. Organization will ensure Users do not access their own record or records of their family members.
- r. Organization agrees that it will implement all appropriate safeguards to prevent unauthorized acquisition, access, use or disclosure of Protected Health Information received from Providence hereunder. Organization agrees to comply with all federal and state laws and regulations regarding security and electronic exchange of health information, as currently enacted or amended in the future in connection with any such information received hereunder.

VIII. Duty to Report Unauthorized Access, Use or Disclosure; Breach of PHI

- a. Organization will notify Providence of the following events of which it has actual knowledge:
 - i. any event in which a User uses Systems to acquire, access, view, use, or disclose any PHI for any purpose other than treatment, payment, or health care operations (as that term is defined in HIPAA), or for any unauthorized purpose;
 - ii. interference with Organization's system which Organization determines may compromise Systems;
 - iii. any non-compliance of this Agreement by a User; or
 - iv. any loss, theft, or breach of computers or Devices that were used to access or host Providence data.

- b. **Organization shall notify Providence within twenty-four business hours** of having such knowledge of one of the events listed in Section VIII.a. by calling the above identified PH&S Access Support Team.
- c. If Providence suspects any of the events listed in Section VIII.a. above has occurred, Providence may immediately terminate Access and immediately contact the above designated Organization's Business Contact/Authority, within seventy-two (72) hours of having such knowledge. Organization shall reasonably assist Providence in its investigation.
- d. In the event Organization or one of its Users inappropriately accesses the System or causes the System to be accessed in a manner not authorized under this Agreement ("Breach"). Organization agrees to reimburse Providence for all reasonable costs directly resulting from notification or mitigation efforts addressing such Breach. Organization further agrees to discipline their Workforce members according to Organization's policies in a consistent and appropriate manner when their Workforce member causes a Breach. **Organization agrees to notify the above identified PH&S Access Support Team the same business day** if a Breach occurs.

IX. Compliance with Laws and Governing Law

The parties will comply with all federal and/or state laws, ordinances and regulations with respect to its performance under this Agreement. The laws of the State of Alaska shall govern this Agreement. The sole jurisdiction for any legal proceedings under this Agreement shall be Alaska.

X. Sanctions

Providence reserves the right to report unprofessional conduct to appropriate licensing authorities.

XI. Confidentiality

The parties agree that all information communicated to it with respect to the business and patient care practices, patient information, network design, and information security and privacy practices disclosed under this Agreement are confidential and agree not to disclose any such confidential information to any other person unless specifically authorized in writing by the other party. The parties shall use their best efforts to prevent any disclosure of any confidential information to any third party and shall instruct all personnel under its management and control to maintain the confidentiality of the data.

XII. Indemnification

Each of the parties agrees to be liable for its own conduct and that of its employees and agents, while acting within the course and scope of their employment or engagement, and to indemnify the other party against any and all losses therefore arising from or in connection with this Agreement. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Alaska. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

XIII. Entire Agreement, Assignment, and Amendment

This Agreement constitutes the entire agreement between the parties with regard to Organization's Access to Providence's Systems, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Agreement may not be assigned without the written consent of the other party. This Agreement

may be modified only in writing and executed by the parties. All rights are granted to Organization are expressed herein, no other rights are granted as part of this Agreement. If the parties have entered into a Business Associate Agreement (“BAA”) and in the event of any inconsistencies between this Agreement and BAA, the terms and conditions of the most recent BAA shall prevail.

XIV. Severability

Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

XV. Non-Waiver

Neither the waiver by Providence of a breach of or a default under any of the provisions of this Agreement, nor the failure of Providence, 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.

XVI. Signatory Authority

By signing below, the parties agree to the terms of this Agreement and represent they have the authority to bind the entity on behalf of which it is signing. For purposes of this Agreement, facsimile or electronic copies of signatures shall be deemed to be original signatures.

Providence Health & Services Organization Initiating Agreement		External Organization or Entity	
Providence	Providence Health & Services - Washington	Organization Name	
Printed Name	Kathie Bethard	Printed Name	
Title	Region Director Physician Services	Title	
Signature		Signature	
Date		Date	



Attachment A