



St. Charles Health System EpicCare Link Program

Account Enrollment and Agreement Form Existing Practice

- EpicCare Link is open to any licensed medical provider and/or their staff to access records for referred St. Charles' patients
- If joining an existing practice, you will need the following:
 - Provide your information below, including your home address (no PO boxes)
 - Your home address is used for auditing purposes
 - Verify the practice name as identified on the State of Oregon website http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login.
 - Enter your authorized representative (Administrator) information in the last three fields
- The enrollment process typically takes two weeks, depending upon the time of year (annual enrollment may cause a longer delay). If you need immediate access to a St. Charles patient record, please contact our HIM department at 541-706-7784, option 1.
- **If for any reason this form is not completed accurately, the form will be returned with a reason to the originator to be resubmitted**

Last Name:	First Name:	Middle Initial:
Date:	Date of Birth:	Job Title:
Email*:	Office Phone No:	Home Address:**
City:	State:	Zip:
Practice Name:***	Practice Address:	Practice City:
Practice State:	Practice Zip:	Provider NPI No.:***

Medical License No:****

Administrator:	Administrator Email:	Administrator Phone No:
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Entity Website URL: _____

* *Secure email accounts only (e.g. Gmail or Yahoo, etc., not allowed)*
 ** *No PO Boxes*
 *** *The practice must be identified on the State of Oregon website*
 **** *NPI and license nos. are required for providers. Non-providers enter N/A*

Have you ever had an EpicCare Link account from another organization? Yes No

Where and when? _____

St. Charles Health System (SCHS) authorizes access to our electronic health records in accordance with state and federal law, including HIPAA and the HITECH Act.

Please state your reason for requesting electronic access to SCHS medical records: _____

Initial below:

	I understand that I may not access my personal medical records, including lab results and x-ray reports. To obtain copies of my medical records, I will sign an authorization form available from the SCHS Health Information Management department.
	I understand that I may not access the medical records of my family members, coworkers, or acquaintances unless I am required as part of my job to obtain information for the care of that patient.
	I will comply with the Minimum Necessary Standard when accessing medical records.

By selecting the "I accept" button, you acknowledge that you have read and acknowledge the terms of the AUCA located below and that you are signing this agreement electronically.

I Accept the agreement

Initial:

Please save this form to your computer and email it to privacyofficer@stcharleshealthcare.org for processing. If email is not an option, you can print the form and fax it to (541) 541-706-4778.



ACCEPTABLE USE AND CONFIDENTIALITY AGREEMENT

This Acceptable Use and Confidentiality Agreement ("Acceptable Use Agreement") is entered into on this ____ day of _____, 20____, by and between St. Charles Health System, Inc. ("SCHS"), the authorized user _____ ("Authorized User"), and Authorized User's employer, _____ ("Entity"). SCHS, Authorized User, and Entity may be referred to in this Agreement as the "Parties."

PURPOSE:

The purpose of this Agreement is to set forth the terms and conditions under which Authorized User may use the Connection Modality to access confidential patient and other information transmitted through and stored in SCHS's Epic electronic health records system (the "System"). This Acceptable Use Agreement incorporates by reference the terms and conditions of the External User Agreement that has been entered into by Entity and SCHS.

DEFINITIONS:

"Authorized User" means a member of the Entity's Workforce (as defined below) who has a legitimate need, and who has been authorized by Entity, to access the Connection Modality (as defined below) for and on behalf of Entity.

"Connection Modality" means the method, tool, application, software, or other linkage through which Entity and its Authorized Users access the System and/or the information stored in the System. Examples of a Connection Modality include, but are not limited to, EpicCare Link, Epic Care Everywhere, Epic Community Connect, EDIE, a secure FTP feed, and an HL7 interface.

"Covered Entity" means a health care provider, governmental or commercial health plan, or health care clearinghouse that transmits PHI electronically. Examples of covered entities include, but are not limited to, physician offices, nursing homes, pharmacies, health insurance companies, Medicare, Medicaid, and company health plans.

"Minimum Necessary Standard" means the principle or rule that the amount of PHI or other information accessed by an Authorized User through the Connection Modality shall be the least amount needed by the Authorized User to perform his or her legitimate job duties for or on behalf of Entity. As applied to this Agreement, the Minimum Necessary Standard prohibits an Authorized User from accessing

the PHI or other information of an individual with whom the Authorized User or the Entity has no treatment, payment, or health care operations-related relationship.

"PHI" means Protected Health Information, which is information that: (1) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; (2) is oral or recorded in any form or medium; and (3) is created or received by SCHS or its workforce and 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. "PHI" includes "Electronic Protected Health Information." As used in this Agreement, "PHI" includes but is not limited to PHI obtained through the System (as defined below).

"System" means SCHS's electronic health record ("EHR") system, Epic, as accessed through the Connection Modality.

"Workforce" means the owners, directors, officers, employees, students, volunteers, professionals, agents, and other persons whose conduct, in the performance of work for Entity, is under the direct control of Entity, whether or not they are paid by Entity. For purposes of this Agreement, workforce shall include physicians and other health care providers who provide services for or through Entity. Entity is responsible for the actions and omissions of its workforce relevant to this Agreement.

TERMS AND CONDITIONS:

A. Term. This Agreement shall be effective as of the date of Authorized User's signature below (the "Effective Date") and shall remain in effect until the earliest of: (a) the termination of Authorized User's employment with Entity; (b) the transfer of Authorized User from a position for which access to the System is needed to a position for which access to the System is not needed; (c) the indictment of Authorized User for a felony, fraud, theft, or a crime involving inappropriate use of information; (d) the exclusion of Authorized User from federal or state health care programs; or (e) the termination or expiration of the External User Agreement between Entity and SCHS (each, an "Event of Termination"). Entity and Authorized User each agree to notify SCHS in advance of any anticipated Event of Termination, or as soon as possible after an unanticipated Event of Termination so that Authorized User's access can be terminated promptly.

B. Term of Access. Notwithstanding anything to the contrary in section A, above, the Parties understand and agree that each Authorized User shall be given System access for a maximum period of six (6) months at a time (the "Access Period"). Entity shall have the ability to renew this access by submitting to SCHS, on or before the end of the Access Period, an Authorized User List indicating that Authorized User continues to meet the requirements for having System access on behalf of Entity. If Entity fails timely to renew such access, then the Authorized User's System access shall terminate immediately upon the expiration of the then-current Access Period.

C. Rights and Responsibilities of Authorized User. By signing below, Authorized User agrees on behalf of himself or herself, and on behalf of Entity, that he or she is an employee or agent of Entity who needs to have access to the patient and other information in the System to perform his or her job duties for Entity. Authorized User also agrees:

1. To protect the privacy, confidentiality, and security of the PHI and other information accessed from the System in accordance with federal and state privacy laws and regulations;
2. To comply with the Minimum Necessary Standard when accessing information via the Connection Modality and otherwise using PHI and other information obtained from the System;
3. To comply with the privacy, confidentiality, and security requirements of Entity to the extent that they are more stringent than the requirements set forth in this Acceptable Use and Confidentiality Agreement and the External User Agreement;
4. To protect from inappropriate use, and refrain from sharing, his or her System login username or password(s) with anyone for any reason;
5. To refrain from using any other Authorized User's System login username or password(s) for any reason;
6. To notify SCHS's Privacy Office at (541) 706-2702, (541) 706-7760, or email at privacyofficer@stcharleshealthcare.org immediately in the event of an actual or suspected inappropriate use or disclosure of PHI or other information obtained from the System or of a System login username or password (each, a "Privacy or Security Breach");
7. To cooperate fully with SCHS's efforts to investigate and mitigate the harmful effects of any actual or suspected Privacy or Security Breach;
8. To refrain from taking screenshots of, copying, or pasting information from a SCHS system to any other system or device;
9. To use reasonable measures to prevent the computer screens and other devices displaying PHI and other information accessed from the System from being seen by individuals who do not need to see such PHI and information;
10. To destroy copies of PHI as required by SCHS's policies as soon after the business purpose for using the information has been achieved;
11. To notify SCHS's Privacy Office and Entity's authorized representative immediately of any suspected and/or known violation of this Acceptable Use Agreement.

D. Rights and Responsibilities of Entity's Authorized Representative (Administrator). By signing below, Entity's Authorized Representative (Administrator) agrees, on behalf of himself or herself, and on behalf of Entity, that he or she is an employee or agent of Entity who has been authorized by Entity to help monitor and enforce Entity's and the Authorized Users' compliance with the terms and conditions of this Acceptable Use Agreement. Entity's Authorized Representative also agrees:

1. To be the point person for Entity with respect to this Acceptable Use Agreement, and to communicate all training information, application changes, and general information;
2. To help facilitate the communication of all questions, comments, and concerns regarding the Connection Modality and the System to the SCHS Information Technology Department or Privacy Office, as applicable;
3. To notify SCHS in advance of any anticipated Event of Termination, or as soon as possible after an unanticipated Event of Termination, so that the appropriate Authorized User's access can be terminated promptly;
4. To provide to SCHS an updated Authorized User List upon the termination or transfer of any Authorized User and, in any event, at least annually;
5. To notify SCHS's Privacy Office at (541) 706-2702, (541) 706-7760, or email at <mailto:privacyofficer@stcharleshealthcare.org> immediately in the event of an actual or suspected Privacy or Security Breach;
6. To assist in and cooperate fully with SCHS's efforts to investigate and mitigate the harmful effects of any actual or suspected Privacy or Security Breach;
7. To help SCHS with the setup, orientation, and training of all Authorized Users;
8. To use reasonable measures to prevent the computer screens and other devices displaying PHI and other information accessed from the System from being seen by individuals who do not need to see such PHI and information;
9. To notify SCHS's Privacy Office and Entity's authorized representative immediately of any suspected and/or known violation of this Acceptable Use Agreement;
10. To provide to SCHS, upon request, evidence of the education, training, security measures, and other activities undertaken by Entity to prevent Privacy and Security Breaches and to educate

Authorized Users on their respective obligations under this Acceptable Use Agreement and the External User Agreement.

E. Auditing and Monitoring. Authorized User and Entity understand that SCHS continually audits and monitors use and accesses of the System. In the event that SCHS's auditing and monitoring activities reveal evidence of a potential or actual Privacy or Security Breach, SCHS may immediately or suspend the access rights of Authorized User and/or Entity, as appropriate. Nothing in this paragraph is intended or should be interpreted as eliminating or limiting Entity's obligation to perform its own auditing and monitoring activities to ensure that its Authorized Users are using and accessing the System properly.

F. Consequences of Breach. In the event that Authorized User or Entity is determined to have engaged in a Privacy or Security Breach, SCHS reserves the right to pursue all remedies available under applicable laws, including seeking injunctive relief, which shall be made available without the need for the posting of a bond or other security. Authorized User understands and agrees that his or her right to (future) employment or engagement by SCHS may be adversely affected by a finding that he or she has violated the terms and conditions of this Acceptable Use Agreement.

G. Miscellaneous. This Acceptable Use Agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon. All disputes arising out of this Acceptable Use Agreement that cannot be resolved through informal negotiation or mediation shall be resolved through litigation in a court of competent jurisdiction located in Deschutes County, Oregon.