



Electronic Health Records (EHR) User and Confidentiality Agreement

This Agreement must be completed and signed by each individual requesting access to FCC's Electronic Health Records (EHR) system. The Agreement must be completed and returned to the EHR Administrator before access will be granted.

Name of individual requesting access (please print): _____

I am requesting access to FCC's EHR system to obtain Electronic Health Records, and agree to the following terms and conditions:

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 FCC internal operations. Means of disclosure include, but are not limited to verbal, written and electronically transmitted, including by fax and by email.

Electronic Health Record ("EHR") means a repository of consumer health status and identifying information in computer processable form used for clinical diagnosis and treatment for a broad array of clinical conditions. EHRs contain Protected Health Information. At FCC, the EHR system is referred to as Procentive, which is also the name of the vendor that created our EHR software and who is responsible for hosting FCC client data.

Information Technology ("IT") for purposes of obtaining access to FCC 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 or items used to conduct personal business or business unrelated to FCC operations.

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 FCC from or on behalf of another provider, or is created by FCC, or is made accessible to FCC by another provider. 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 FCC' internal operations.

EHR Administrators are the individuals responsible for implementing and maintaining the Procentive EHR software at FCC. Administrators are also responsible for troubleshooting issues for all users and assisting with training.

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 data stored on Procentive systems are the property of FCC. I agree to use Procentive solely for job-related purposes.

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

I agree to access Procentive only in the minimal amount necessary to obtain EHR for the provision of health care services to FCC client(s).

I understand that passwords and user identification ("ID") are utilized to access Procentive. 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 the FCC Privacy Officer so that appropriate action may be taken.

I understand that I am not permitted to access Procentive for anything other than my intended job-related purpose relating to client treatment, billing or FCC 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 Procentive without the proper security clearance and/or access authorization, for whatever reason, is considered a violation of the Electronic Health Records Policy. Violations of this Policy are reason for disciplinary action including immediate termination of employment at Family & Children's Center.

I understand that Procentive systems are monitored by FCC's 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 Procentive system is subject to search, and that FCC is able to track and

monitor my access into Procentive, including viewing and modifying of client records. I understand that I do not have any personal privacy rights by utilizing Procentive.

I agree that I will use Procentive only to access EHR for client care purposes. I promise that I will not use Procentive 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 Procentive. The only exception is for scanning into the health record a copy of such data that was created by the client or other person and that is relevant to the client.

I agree to log off the Procentive system when stepping away from my computer. I agree to lock my computer when leaving my office and to follow any other security measure required in the FCC Information Technology Policies and Procedures to ensure the security of the EHR system. I agree not to save, or attempt to save, my login information or passwords for Procentive, and I agree not to write my login information down on paper. I agree to contact an EHR Administrator if I forget my password.

I agree to encrypt any PHI beyond client initials in emails sent outside of the Procentive System. I understand that I am responsible for ensuring the privacy of PHI displayed on my computer screen, including protecting the screen from attempted or accidental exposure to unauthorized users. I agree to immediately report any known or suspected unauthorized use or attempted use of the EHR system to an EHR Administrator.

I have read the Electronic Health Records Policy ("EHR Policy") and agree to be bound by the terms and conditions of the EHR Policy. I understand that should I violate any provision of the EHR Policy, FCC will discontinue my access to Procentive. Additionally, FCC may take legal action against me, including seeking monetary damages for inappropriate use and/or disclosure of PHI. Supervisors and coordinators are additionally responsible for ensuring that their staff fully understand and comply with this Agreement and with the EHR Policy.

I agree to indemnify, defend and hold harmless, FCC 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 Procentive, 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 FCC of any conflict with or violation of the above conditions.

Signature

Date