

UI CareLink Practice Organization Registration Agreement

(This document must be signed by an Officer or authorized Representative of the Practice Organization)

This UI CareLink Practice Organization Registration Agreement (“Agreement”) is effective as of the _____ day of _____, 20____, (“Effective Date”) between University of Iowa Health Care (“UI Health Care”) located at 200 Hawkins Drive Iowa City, IA 52242, and _____, located at _____ (“the Practice Organization”).

UI Health Care creates and maintains demographic and health information relating to its patients (defined as “Confidential Information”). This Confidential Information is located within the UI Health Care computer information systems (defined as the “UI Health Care electronic medical record” or “UI Health Care EMR.”) UI Health Care Policy, as well as federal and state laws and regulations prohibit unauthorized or inappropriate access of Confidential Information.

UI Health Care has provided the Practice Organization with this Agreement because the Practice Organization, through its employed or contracted health care providers (“HCPs”) regularly provides health care services to patients who may receive medical services at UI Health Care. Medical services rendered by the HCPs may be provided more safely, effectively, and timely if the HCPs have appropriate access to relevant Confidential Information maintained by UI Health Care.

In order to provide the best possible service to UI Health Care patients, UI Health Care wishes to grant to the Practice Organization appropriate access to Confidential Information contained in the UI Health Care EMR through a secure, on-line remote access service called “UI CareLink.” The UI Health Care EMR, for purposes of this Agreement, means all UI Health Care computer hardware, software, data or voice communication facilities, excluding the UI Health Care web pages devoted to employment, job resources and general public information.

The information provided in this Agreement, and the execution of this Agreement by an authorized representative of the Practice Organization is required to create a UI CareLink account for the Practice Organization.

1. **Use and Restrictions.** The Practice Organization hereby accepts UI Health Care’s General User Terms and Conditions of Use for UI CareLink (“Terms”) posted on the UI Health Care website entrance page to UI CareLink, <https://uicarelink.uihealthcare.org>. Upon execution of this Agreement the Practice Organization will be provided a UI CareLink account and shall have each of its employees, independent contractors, or subcontractors who will have access to UI CareLink (“Site User”) sign a UI CareLink Site User Confidentiality and Use Agreement prior to granting access to UI CareLink to the Site User. The Practice Organization must notify UI Health Care immediately upon the termination of employment or contract of any Site User. No other use or right is granted under this Agreement.
2. **Right to Audit.** Practice Organization agrees that UI Health Care may audit Practice Organization’s compliance with this Agreement.
3. **Responsibilities of Practice Organization.** In order to obtain and maintain access to the Practice Organization’s account, Practice Organization shall be responsible for the following:
 - i. Maintain Appropriate Safeguards to Protect Confidential Information. Ensure that the Practice Organization maintains safeguards to protect Confidential Information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and any similar state or local laws, all as amended from time to time. Practice Organization will also maintain industry standard security procedures for the

computers on which Site Users will access UI CareLink and the UI Health Care EMR. Practice Organization shall ensure that its employees and contractors will not use or attempt to access UI CareLink and the UI Health Care EMR by any means not specifically authorized by UI Health Care, including but not limited to the use of any Internet or other non-secure means of connection, and will ensure that no employee or contractor will avoid or disable any protection or security means implemented in UI CareLink and the UI Health Care EMR or otherwise use any means to access UI CareLink and the UI Health Care EMR without following log-in procedures specified by UI Health Care.

- ii. Authorization. The Practice Organization shall communicate with a patient or their legal representative to obtain and document a verbal agreement or obtain written authorization when appropriate to meet State and Federal laws, prior to accessing their information via UI CareLink, based on Iowa Code 228.5(1) which addresses confidentiality of mental health information, allows for the exchange of information between caregivers, “If and to the extent necessary to facilitate the provision of administrative and professional services to the individual” provided the patient has been informed of this intent and the Code of Federal Regulations CRF 42 Part 2 requires explicit consent to share patients’ substance use records. As such, UI Health Care recommends a written authorization be completed before any information may be accessed via UI CareLink, except for patients that have elected to Opt-Out of sharing information.
- iii. Appoint a Site Administrator. The Site Administrator shall be either an officer or chief administrator of the Practice Organization, or other named individual appointed by an officer or chief administrator of the Practice Organization. The Site Administrator shall have the sole authority to request changes to Practice Organization data to ensure that its data is current and accurate. Such requests shall be made solely from the Site Administrator’s email account on file to the UI CareLink Program Coordinator email account uicarelink@uiowa.edu, or be sent by regular mail from the Site Administrator to UI CareLink Project Coordinator, University of Iowa Health Care, UIHC Support Services, 3281 Ridgeway Dr. Coralville, IA 52241. Such requests may include: (a) adding additional Site Users to the Practice Organization, (b) changes to Site User e-mail addresses, (c) deactivating Site User enrollment, (d) changing Site User or the Practice Organization physical address and telephone number or (e) other public contact information concerning the Practice Organization or Site Users. Once UI Health Care receives such request, UI Health Care shall make such changes as approved. UI Health Care reserves the right to disallow certain change requests but agrees to contact the Practice Organization for clarification purposes and shall convey to the Practice Organization its reason(s) should it reject such request.
- iv. Provide Education and Training to Site Users. Practice Organization shall provide education and training to all Site Users prior to Site User accessing UI CareLink. Such education shall include the requirements of this Agreement, the Site User Confidentiality and Use Agreement and the General User Terms and Conditions. Practice Organization shall also provide education and training on UI Health Care confidentiality policies as provided by UI Health Care.
- v. Respond to Confidentiality Concerns. Whenever UI Health Care in its sole judgment and discretion believes that an employee or contractor of Practice Organization (including a Site User) has obtained unauthorized access to Confidential Information, has disclosed Confidential Information inappropriately or in violation of federal or state laws or regulations, has violated any UI Health Care policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Agreement, UI Health Care shall be entitled to take any or all of the following actions immediately, as it determines to be appropriate:
 - a. Notify Practice Organization of employee’s/contractor’s conduct and require Practice Organization to educate and/or discipline employee/contractor
 - b. Suspend or terminate employee’s/contractor’s remote access to UI CareLink and the UI Health Care EMR temporarily or permanently

- c. Comply with any mandatory reporting and disclosure requirements
- d. Terminate this Agreement
- e. Bring legal action to enforce this Agreement

- 4. Disclaimer** The parties agree that health care providers employed or under contract with Practice Organization (HCPs) are responsible for the ultimate decisions and medical judgments related to the diagnosis and treatment of the HCPs’ patients based on Confidential Information accessed via UI CareLink on the UI Health Care EMR. Practice Organization understands and agrees that remote access to the UI Health Care EMR via UI CareLink involves technological risks, including possible introduction of errors, data corruption, and artifacts that may not be present on original versions of the medical record document. Additional risks may include compromises to the integrity and security of data, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as “Remote Access Risks”). Accordingly, UI Health Care will not be responsible for any losses or damages related to Remote Access Risks. Practice Organization understands that documents accessed remotely may not have the same degree of clarity as documents viewed on-site. Practice Organization agrees that UI Health Care will not be liable for any direct, indirect, incidental, special or other damages incurred by Practice Organization or its HCPs arising out of the use of UI CareLink. UI Health Care does not guarantee or warrant the availability of remote access to the UI Health Care EMR via UI CareLink.
- 5. Term and Termination.** This Agreement, and the Practice Organization’s UI CareLink account which this Agreement supports shall commence as of the Effective Date of this Agreement. This Agreement and access to the UI CareLink account are coterminous, and as such both shall continue until and unless otherwise terminated. Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party. UI Health Care reserves the right to terminate this Agreement and the UI CareLink account immediately and without notice in the event of any alleged or actual breach of any terms of this Agreement or the terms and conditions of the UI CareLink website, <https://uicarelink.uihealthcare.org>.
- 6. Notice.** Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee, faxed, or, if mailed, by United States mail, certified or registered mail with return receipt requested, to:

As to Practice Organization:

As to UI Health Care:

UI CareLink Project Coordinator
 UIHC Support Services
 3281 Ridgeway Drive
 Coralville, Iowa 52241
 Fax: 319-384-9304

CONTINUE TO NEXT PAGE

Complete the REQUIRED INFORMATION and SITE ADMINISTRATOR INFORMATION sections and sign this document on the next page.

REQUIRED INFORMATION

Practice Organization Name _____

Street Address _____

Mailing Address (if different) _____

City _____

State _____

Zip _____

Telephone _____

Fax _____

Email address _____

Is this site part of a larger health system? Yes No

If yes, please specify _____

Site Administrator Information

Name _____

Title _____

Email address _____

Telephone _____

Fax _____

**The University of Iowa
Hospitals and Clinics**

By: _____

Authorized Signature

Name (print or type)

Title

Date

The Practice Organization

By: _____

Authorized Signature

Name (print or type)

Title

Date

**Fax completed form to UI CareLink (319)-384-9304 or email to
uicarelink@uiowa.edu**