

UI CareLink Site User Confidentiality and Use Agreement

(Individuals requesting access to UI CareLink ("Site User") must review and sign this document in order to obtain access)

Please type or print in the boxes and return to your site administrator for submittal. Health Care Information Systems requires the following information for creating and securing network and system accounts.

| Name | Title: | |
|---|-------------------|------|
| Date of Birth | Gender: Male Fema | le 🗀 |
| Direct Phone Number: | | |
| Work Email Address: | | |
| THIS SECTION FOR PROVIDERS ONLY | | |
| Health Care Provider NPI# | | |
| Will you be logging in to view patient information | ? Yes or No | |
| | . 165 61 116 | |
| Practice Organization Name: | | |
| Practice Organization Name: Practice Organization Address: | | · |
| | | · |
| Practice Organization Address: | | • |
| Practice Organization Address: Practice Organization Fax Number: Site Administrator Name: | | · |
| Practice Organization Address: Practice Organization Fax Number: | | |

University of Iowa Health Care ("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 the "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 you, the "Site User," with this Agreement because you or the health care provider you support ("Supervisor") at the Practice Organization named above, regularly provides health care services to patients who may receive medical services at UI Health Care. Medical services rendered by you/Supervisor may be provided more safely, effectively, and timely if you/Supervisor has 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 you 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 on this form is required to create a University ID number (UID) which will become your permanent University of Iowa identifier and is required in order to access Confidential Information in the UI Health Care EMR via UI CareLink. The UID becomes the unique, permanent identifier upon which system access is built. In some cases, an individual may already have a UID if s/he has a previous relationship with the University of Iowa (e.g., former student, past employee). The UI Health Care account management process connects the account requestor with their previous UI identity or creates an identity (UID) for all future UI encounters.

USER ACKNOWLEDGEMENT

UI Health Care agrees to grant me access through UI CareLink to the UI Health Care EMR, only in full compliance with and fully subject to the conditions of this Agreement, the General User Terms and Conditions found on the UI CareLink website https://uicarelink.uihealthcare.org and applicable state and federal law.

- 1. I acknowledge that by accessing the UI Health Care EMR via UI CareLink, I may obtain Confidential Information. Therefore, I agree to conduct all activity 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.
- 2. I agree to complete all training offered by my Practice Organization concerning the use of UI CareLink and my obligations under this Agreement.
- 3. I agree that I will not attempt to access or save Confidential Information on portable media devices (i.e. Floppies, ZIP disks, CDs, PDAs, and other devices).
- 4. I agree to safeguard my user ID and passwords. I agree to notify the UI Health Care Support Desk at 319-356-0001 immediately if I become aware or suspect that another person has access to my user ID or passwords. I agree not to share my user ID or passwords or allow any other individual (whether authorized or not) to use the system once I have accessed it, or in any other way allow any unauthorized person to use or access UI CareLink, the Confidential Information and the UI Health Care EMR either onsite or remotely. I agree not to use or release anyone else's user ID or password. I agree to fully log out of UI CareLink and the UI Health Care EMR before leaving my workstation. I understand that I may have my password changed at any time by the system administrator.
- 5. I agree to only access, use, copy, make notes of, remove, divulge, or disclose Confidential Information for those individuals with whom I, or the provider(s) for whom I work, have a treatment relationship. I also agree to access only the amount of Confidential Information necessary to perform my job functions related to that treatment relationship. I agree that I am strictly prohibited from accessing, using, copying, making notes of, removing, divulging, or disclosing any other Confidential Information and shall hold UI Health Care fully harmless from any damage related to such unauthorized access. Any other access or use as described herein requires the express written permission of UI Health Care.
- 6. I agree that I or my 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.
- 7. I agree that UI Health Care shall maintain an audit trail of my electronic transactions on UI CareLink. In addition, the system will capture and retain my name, identification number, and any other pertinent information required by UI Health Care in order to provide UI CareLink for my use. I understand this information will be maintained by UI Health Care in a confidential and secure manner in keeping with applicable industry standards.
- 8. I agree that UI Health Care may audit my compliance with this Agreement. I agree that my obligations under this Agreement will continue in the event that UI Health Care terminates my access to the electronic medical record under

- this Agreement.
- 9. I agree that if I print Confidential Information, I will take reasonable safeguards to protect the printed Confidential Information from any access or use not authorized by this Agreement, and thereafter destroy such copies when they are no longer required for the purposes authorized herein.
- 10. I agree that depending on the severity and impact of an unauthorized release of Confidential Information by me, both my Practice Organization and I may be subject to liability caused by anyone injured by the release of Confidential Information. I recognize that it is extremely important that I take the responsibility for maintaining security of data and passwords seriously.
- 11. If I breach any provision of this Agreement, UI Health Care has the right to terminate my access to UI CareLink and the UI Health Care EMR immediately and may take whatever other actions are available to it at law or in equity against me.
- 12. I agree to maintain the security procedures established by my Practice Organization for the computers on which I access UI CareLink and the UI Health Care EMR. I understand that the obligations of this Agreement apply to access and use of UI CareLink and the UI Health Care EMR from an office, home, or remote location. I 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. I will take no action to 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.
- 13. I agree that I cannot have another person take my place as a Site User under this Agreement (called an "assignment") without the express written permission of UI Health Care. The decision as to whether to provide such permission shall be in the sole discretion of UI Health Care.
- 14. ACKNOWLEDGEMENT ONLY FOR PHYSICIAN ENROLLEES: The parties agree that a Physician is responsible for the ultimate decisions and medical judgments related to the diagnosis and treatment of his/her patients based on Confidential Information accessed via UI CareLink on the UI Health Care EMR. The Physician 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. The Physician understands that documents accessed remotely may not have the same degree of clarity as documents viewed on-site. The Physician agrees that UI Health Care will not be liable for any direct, indirect, incidental, special, or other damages incurred by the Physician 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.

I understand and acknowledge that by my signature below, I have read, understood and shall comply fully with the terms and conditions of this Agreement and the UI CareLink General User Terms and Conditions located at https://uicarelink.uihealthcare.org.

| I certify that the personal identifiers I have provided on this form are true and accurate. | | |
|---|------|--|
| | | |
| Name (Please Type or Print | | |
| | | |
| Signature | Date | |

Fax completed form to UI CareLink at (319)-384-9304 or email <u>uicarelink@uiowa.edu</u>