

EPICCARE LINK EXTERNAL USER AGREEMENT

This External User Agreement (“Agreement”) is entered into and effective as of the date that Site Admin (as defined below) clicks accept, which provides explicit agreement to the terms and conditions contained herein (the “Effective Date”) by and among **ST. CHARLES HEALTH SYSTEM, INC.** a nonprofit corporation organized under the laws of the State of Oregon, on behalf of itself and its wholly owned subsidiaries and affiliates whose principal place of business in 2500 NE Neff Road, Bend Oregon 97701 (“St. Charles”), **Site Admin** (as defined below), and Site Admin’s employer, **Entity** (“Entity”). St. Charles, Site Admin, and Entity are each a “Party” and collectively referred to in this Agreement as the “Parties.”

DEFINITIONS

For the purposes of this Agreement, the following words or terms shall have the following meanings:

“**Authorized User**” means a member of Entity’s Workforce (as defined below) who has a legitimate need to use or access the System, who has been disclosed to SCHS on the most recent Authorized User Report on the form attached hereto as Exhibit A, and who has been authorized by Entity and not restricted by SCHS, to access the System (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 on 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.

“**Data**” means any and all information, data, and materials accessed through or contained on the System, including, without limitation, Protected Health Information (“PHI”), as PHI is defined in 45 CFR Part 160, clinical data, clinical pathways, clinical notes, claims data, billing information, practice guidelines, confidential information, intellectual property.

“**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 Entity has no treatment, payment, or health care operations-related relationship.

“**Site Admin**” means the sole member of Entity’s Workforce designated in writing in an Acceptable Use and Confidentiality Agreement, to St. Charles as having a legitimate need, and being authorized by Entity, to access the System (as defined below) on behalf of Entity. Site Admin represents and warrants, and Entity agrees, that Site Admin maintains full authority to enter into agreements on behalf of Entity.

“**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 St. Charles 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). PHI is defined by the Health Insurance Portability and Accountability Act.

“**System**” means EpicCare Link. Site Admin acknowledges and agrees that it shall access and use only those portions of the applications and systems listed above that are needed by Site Admin to carry out its legitimate, Hospital-related business duties.

“**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 not otherwise defined in this Agreement have the meanings given to them in 45 CFR Parts 160 and 164, which definitions are incorporated herein by this reference.

RECITALS

A. SCHS owns and operates four licensed, acute care hospitals: St. Charles Bend, St. Charles Redmond, St. Charles Madras, and St. Charles Prineville (each, a “**Hospital**”). SCHS also owns and operates a medical group, which employs and retains physicians and other providers and runs numerous outpatient clinics (each, a “**Clinic**”) under the name, St. Charles Medical Group. SCHS renders healthcare services to citizens of Deschutes, Jefferson, and Crook Counties and surrounding counties as a charitable institution under Section 501(c)(3) of the Internal Revenue Code (“**IRC**”).

B. SCHS has adopted policies and procedures for granting System access to external parties like Entity. SCHS has determined that such access will produce administrative, and clinical efficiencies, reduce medical errors and enhance patient safety, and improve quality of care.

C. Entity is a Covered Entity or a Business Associate of a Covered Entity that has been approved by SCHS to access the Data through the Connection Modality for the permitted uses set forth in Section 1.2 of this Agreement.

WHEREFORE, SCHS and Entity agree that:

1. GRANT OF ACCESS

1.1 Conditions of Access. Subject to this Agreement, SCHS grants to Entity, for Entity’s sole and exclusive use, a connection to the System through the Connection Modality. Such access is authorized solely through the Connection Modality. Only Authorized Users shall access the System.

1.2 Permitted Uses and Scope of Access. Entity and its Authorized Users shall only access or use the System and the Data to the extent necessary for legitimate business purposes. Absent written consent by SCHS, the System and the Data may be used only for purposes of treatment of Entity’s patients, for the billing of patients who have received or are receiving care or services from Entity, and for healthcare operations, as defined by 45 CFR Parts 160 and 164. Notwithstanding the forgoing, if Entity is a payor contracted with SCHS, Entity may only use or access the System or Data for billing purposes directly related to the specific incident of care being billed or collected. In accessing or using the System or Data, Entity and its Authorized Users shall comply with this Agreement and the Minimum Necessary Standard at all times. Without limiting the generality of the foregoing, access and use of the System and Data shall be limited as follows:

a. For the purpose of treatment of a patient, billing for or payment of a claim for treatment, only the Data that directly pertains to such treatment or claim.

1.3 Ownership. The System and Data are the property of SCHS. Entity and its Authorized Users shall have no right, title, or interest in System or the Data.

1.4 Term of Agreement. The term of this agreement shall be for one (1) year commencing on the Effective Date, unless earlier terminated pursuant to Section 1.5.

1.5 Termination or Suspension of Access. SCHS may, in good faith and at its sole discretion, immediately terminate this Agreement, or terminate or suspend Entity's or any Authorized User's access to the System. In the event of suspension, SCHS may notify Entity if its access, or the Authorized User's access, is restored. Entity may terminate this Agreement by providing sixty (60) days' advance written notice of termination to SCHS.

1.6 Effect of Termination. Upon termination of this Agreement, SCHS may immediately disable all of Entity's and its Authorized Users' System access accounts. Entity and its Authorized Users shall not continue to, or make any attempt to, use or access the System or Data without prior written consent by SCHS. Entity shall immediately notify SCHS if Entity becomes aware of any member of its Workforce continuing to, or making any attempt to, use or access the System or Data after the termination of this Agreement.

1.7 Cooperation with Investigations. Entity agrees to cooperate fully with SCHS's efforts to investigate and mitigate the harmful effects of any known or suspected breach of this Agreement caused by Entity or any of its Authorized Users, or resulting from the use or access of the System or Data by Entity or any member of its Workforce. Without limiting the foregoing, Entity agrees to provide to SCHS, upon request, copies of those policies, training documents and records, confidentiality agreements, and other materials that it has used to educate its Authorized Users about, and enforce, their obligations under HIPAA and this Agreement.

1.8 Reimbursement or Coverage of Notification Costs. In the event that Entity or any member of its Workforce commits a breach of the privacy or security of PHI, or otherwise causes such a breach, that triggers an obligation under the Information Privacy and Security Rules to notify affected individuals, Entity agrees to cover or reimburse SCHS's costs of sending such notifications and, if applicable, providing credit monitoring services to such individuals. The obligations in this paragraph shall be in addition to, and not in lieu of, Entity's obligations under paragraph 1.10, below.

1.9 Indemnification. Entity agrees to defend, indemnify, and hold harmless SCHS, Epic, and their respective officers, directors, agents, and employees (collectively, the "SCHS Indemnitees") from and against all liabilities and costs arising in connection with: (a) Entity's or any member of its Workforce's violation of this Agreement, the Information Privacy and Security Rules, the Minimum Necessary Standard, (b) Entity's or any member of its Workforce's access, use, or disclosure of information made available to it, him, or her, whether through the Connection Modality or otherwise, and (c) Entity's or any member of its Workforce's breach, whether directly or indirectly caused by Entity or any member of its Workforce, of the privacy and security of PHI.

1.10 Permitted Uses. The System and the information made available through the System may be used only for purposes of treatment of Site Admin's patients in the Hospital, for the billing of patients who have received or are receiving care or services in the Hospital, and for healthcare operations, as permitted by 45 CFR Parts 160 and 164. In accessing PHI through the System, Site Admin, Entity's Authorized Workforce and each User-Enabled Third Party shall access and use the minimum amount of PHI needed to accomplish Entity's legitimate purposes.

1.11 No Assignment. Except as expressly permitted by this Agreement, neither Site Admin nor Entity, nor any User-Enabled Third Party shall: (a) use the System or any portion thereof for time-sharing, rental, or service bureau purposes; (b) sell, sublicense, or otherwise make the System or any portion thereof available to any other person, entity, or business; (c) reverse engineer, decompile, or disassemble the System, in whole or in part, or otherwise attempt to discover the source code to any of the software used in the System; (d) modify the System or any portion thereof; or (e) combine the System, or any portion thereof, with any other system, software or services.

1.12 No Technical Support or Responsibility. Entity acknowledges that the System is hosted by a third-party commercial vendor, and agrees that St. Charles is not responsible for supporting, updating, repairing or maintaining the System or Site Admin's access to the System. St. Charles disclaims any warranty, express or implied, of merchantability or fitness for a particular purpose, and further disclaims any warranty, express or implied, that access to the System will be uninterrupted or error-free.

1.13 Compliance. Entity and Site Admin are responsible for identifying and complying with the laws, regulations, or professional obligations that apply to Entity's and any User-Enabled Third Party's access to and use of the System and the information contained therein. St. Charles and Hospitals make no representations or warranties with respect to the legality or appropriateness of Entity's or any User-Enabled Third Party's access to or use of the System or the information contained therein.

1.14 Release of Liability. On behalf of itself and any User-Enabled Third Party, Entity and Site Admin hereby release, acquits and forever discharge St. Charles and Hospitals, and their current, former, and future assigns, officers, agents, directors and employees (collectively, the "St. Charles Indemnitees"), from any and all actions, causes of action, claims, demands, damages, loss of services, expenses, and compensation, known or unknown, in any way growing out of, or which have or which may hereafter arise from the use or access of the System, the PHI, and any other information contained in the System by Site Admin, Entity, Entity's Workforce, Entity's Authorized Workforce or any User-Enabled Third Party. Without limiting the foregoing, Entity specifically releases the St. Charles Indemnitees from all liability relating to the accuracy, completeness, or timeliness of data available through the System, except for liability resulting from gross negligence or willful malfeasance of St. Charles with regard to the accuracy or completeness of data. Site Admin and Entity release, acquit and discharge the St. Charles Indemnitees from or for any errors, negligence, obligations of third-party vendors retained by St. Charles or any Hospital to install, maintain, select, secure or otherwise manage or operate the System, the EMR, or the information contained therein.

1.15 Medical Staff Bylaws. Site Admin and Entity acknowledge and agree that any violation of Hospitals' medical staff bylaws by Site Admin or any User-Enabled Third Party in regard to the use or disclosure of PHI obtained through the System is deemed a material breach of this Agreement.

1.16 Termination on Account of Law. St. Charles shall have the right to terminate this Agreement and Site Admin's or any User-Enabled Third Party's access to the System immediately if, upon the advice of counsel, St. Charles determines that this Agreement or any portion hereof, including, without limitation, St. Charles's provision of royalty-free access to the System, has the effect of: (i) violating the law; (ii) revoking or jeopardizing the status of the health facility licenses granted to St. Charles or any Hospital; (iii) revoking or jeopardizing the tax exempt status of St. Charles or any Hospital or its properties or any of its tax exempt affiliates or operations, or imposing unrelated business income tax on distributions by any Hospital to St. Charles; (iv) revoking or jeopardizing St. Charles's or any Hospital's Medicare and/or Medicaid certification; (v) preventing or prohibiting any Hospital from receiving expected reimbursement for all or a substantial portion of the charges for services rendered, or (v) subjecting St. Charles or the Hospitals, or any of their officers, directors, shareholders, members, employees or agents to civil or criminal prosecution, excise taxes under Section 4958 of the IRC, as amended, or other adverse proceedings in relation to this Agreement.

2. PRIVACY AND SECURITY OF PHI.

2.1 Disclosure of PHI. Entity agrees to keep PHI confidential and not to use or disclose it to any other person or entity except Entity's Authorized Users, when legitimately necessary to the permitted uses set forth in Section 1.2 of this Agreement and, even then, only in compliance with the Minimum Necessary Standard, unless otherwise authorized in writing by the SCHS Authorized Representative. Entity understands and agrees that it is not permitted to disclose PHI, or make PHI accessible, to any individuals or entities located outside of the United States or beyond the purview of HIPAA and other United States' laws.

2.2 Safeguarding PHI and System. Entity must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it receives through the System. Entity is responsible for obtaining clarification from the SCHS Compliance Department concerning any questions about the measures necessary to safeguard PHI. Without in any way limiting the foregoing, Entity agrees to:

a. Complete and submit to SCHS a copy of the Authorized User Report attached hereto as **Exhibit A**, as well as the information needed by SCHS to complete user profiles for each of the Authorized Users, on or before the Effective Date and, at least every six (6) months thereafter;

b. Create, maintain, update, and implement policies and procedures, including staff training, that ensure appropriate protection of PHI and the System and that provide for discipline up to and including termination for violation of such policies and procedures;

c. Ensure that each of its Authorized Users executes an Acceptable Use and Confidentiality Agreement (**Exhibit B**) and HIPAA Access Guidelines (**Exhibit C**);

d. Implement a policy and procedure for the immediate revocation or denial of access to PHI and the System by any Authorized User who is terminated or who transitions into a role where such access is unnecessary;

e. Promptly notify the SCHS Privacy Office at (541) 706-5932, or email at complianceandprivacyemail@stcharleshealthcare.org, of any unauthorized or inappropriate access, use or disclosure of PHI, or any breach of confidentiality or security of the PHI, and cooperate in every reasonable manner with SCHS's efforts to remedy and mitigate the harm caused by the same;

f. Refer to the SCHS Medical Records Department any and all requests, including formal legal requests, for PHI that is contained in the System but is not part of Entity's legal medical record;

2.3 Privacy and Security Auditing. Entity agrees to implement a privacy and security program, including periodic audits of the usage of the System and Data, in order to ensure that the usage of the System and Data by Entity, its Authorized Users, and any other persons who obtain access to the System or Data through Entity or its Authorized Users, is appropriate, necessary and in compliance with the terms of this Agreement, the Minimum Necessary Standard, and applicable law. Entity shall provide a report of the results of such audits to SCHS at SCHS' request.

2.4 Authorization of Workforce Members. Entity may only grant access to the System and Data to a member of its Workforce if the Workforce member:

a. Signs an Acceptable Use and Confidentiality Agreement in the form attached hereto as Exhibit B;

- b. Is a current employee of Entity;
- c. Has a legitimate business need to access and use the System and Data and agrees to only access and use the System and Data for such legitimate business need, in compliance with the Minimum Necessary;
- d. Has been trained on the proper use of the System and Data;
- e. Has not been excluded from participation in any state or federal health care program; and
- f. Has not been indicted for a felony, fraud, theft or a crime involving inappropriate use of information (each a “**Condition of Authorization**”).

Entity shall immediately terminate access to the System or Data for any previously authorized Workforce member that fails to meet any Condition of Authorization and shall immediately notify SCHS of such termination.

2.5 Reports. Entity agrees to provide to SCHS complete, accurate and up-to-date Authorized User Report each quarter, (complianceandprivacyemail@stcharleshealthcare.org), in the form attached hereto as Exhibit A.

3. REMEDIES. Because an award of money damages may be inadequate for a breach of this Agreement by Entity and because any such breach would cause SCHS irreparable or difficult to quantify harm, Entity agrees that, in the event of any such breach or threatened breach, SCHS will be entitled, without the requirement of posting a bond or other security, to obtain equitable relief from any court or arbitrator, including injunctive relief and specific performance. Such remedies will be deemed to be non-exclusive and in addition to all other remedies available at law or equity. All rights and remedies are cumulative and may be exercised singularly or concurrently arising out of or resulting from any authorized use or disclosure of PHI or any other breach of this Agreement by Entity.

4. MISCELLANEOUS PROVISIONS.

4.1 Binding Effect, Change and Assignment. This Agreement shall be binding on and inure to the benefit of each of the parties and its affiliates, successors and assigns. All additions, modification, and assignments to this Agreement must be in writing and must be signed by both parties.

4.2 Waiver. The rights and remedies of the parties are cumulative and not alternative. Neither failure nor delay by any party in exercising any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further exercise of such right or exercise of any other right.

4.3 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way be impaired and will remain in full force and effect.

4.4 No Assignment. Except as expressly permitted by this Agreement, Entity shall not: (a) use the System or any portion thereof for time-sharing, rental, or service bureau purposes; (b) sell, sublicense, or otherwise make the System or any portion thereof available to any other person, entity, or business; (c) reverse engineer, decompile, or disassemble the System, in whole or in part, or otherwise attempt to

discover the source code to any of the software used in the System; (d) modify the System or any portion thereof; or (e) combine the System, or any portion thereof, with any other system, software, or services.

4.5 No Technical Support or Responsibility. Entity acknowledges that the System is hosted by a third-party commercial vendor and agrees that SCHS is not responsible for supporting, updating, repairing, or maintaining the System or Entity’s access to the System.

4.6 Compliance. Entity is responsible for identifying and complying with the laws, regulations, or professional obligations that apply to Entity’s access to, and use of the System and the information contained therein. SCHS makes no representations or warranties with respect to the legality or appropriateness of Entity’s access to or use of the System or the information contained therein. It is understood and agreed by the parties that Entity is fully responsible and liable for the actions and omissions of its Authorized Users.

4.7 Release of Liability. On behalf of itself and each of its Authorized Users, Entity hereby releases, acquits, and forever discharges SCHS, **Epic**, Systems, and their current, former, and future assigns, officers, agents, directors, and employees (collectively, the “**SCHS Releasees**”), from any and all actions, causes of action, claims, demands, damages, loss of services, expenses, and compensation, known or unknown, in any way growing out of, or which have or which may hereafter arise from the use or access of the System, the PHI, and any other information contained in the System by Entity or any member of its Workforce. Without limiting the foregoing, on behalf of itself and each of its Authorized Users, Entity specifically releases the SCHS Releasees from all liability relating to the accuracy, completeness, or timeliness of data made available through the System, except for liability resulting from the actual negligence or willful malfeasance of SCHS with regard to the accuracy or completeness of data. On behalf of itself and each of its Authorized Users, Entity releases, acquits, and discharges the SCHS Releasees from or for any errors, negligence, obligations of third-party vendors retained by SCHS to install, maintain, select, secure, or otherwise manage or operate the System, Epic, the Connection Modality, or the information contained in the System.

4.8 Notices. Any notices required by this Agreement, except notices that a particular Authorized User’s System access should be terminated, may be sent to the respective authorized representatives of the parties at their addresses set forth below or such updated addresses as the parties may indicate in amendments to this Agreement. All notices shall be provided in writing.

SCHS: Chief Compliance and Privacy Officer
St. Charles Health System, Inc.
2500 NE Neff Road
Bend, Oregon 97701
Tel. No: (541) 706-5932
E-mail: complianceandprivacyemail@stcharleshealthcare.org

Entity: _____

Notices that a particular Authorized User’s System access should be terminated shall be sent to:

SCHS: IT Service Desk

St. Charles Health System, Inc.
2500 NE Neff Road
Bend, Oregon 97701
Tel. No: (541) 706-6394
E-mail: service@stcharleshealthcare.org

4.9 Costs and Attorney Fees. With respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', experts', and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

4.10 Governing Law. This Agreement will be governed by the laws of the State of **Oregon**, and construed in a manner ensuring compliance by SCHS with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations promulgated thereunder.

4.11 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties concerning its subject matter and supersedes all prior or contemporaneous agreements and understandings, oral or written, related to access, use or disclosure of the PHI or the System.

EXHIBIT A

AUTHORIZED USER REPORT

As a condition to being granted access to the System, including, if applicable, electronic medical record, and Data, including protected health information (“PHI”), of **ST. CHARLES HEALTH SYSTEM, INC.** (“SCHS”), _____ (“Entity”) agrees to provide to SCHS complete, accurate and up-to-date information about its Authorized Users, every quarter as required by Section 2.5 of the External User Agreement.

Name of Authorized User	Job Title	Executed Confidentiality Agreement (Y/N)	Active Workforce Member as of Date of this Report? (Y/N)

(Attach additional sheets, if necessary)

Entity represents that the list below is a complete, accurate, and up-to-date list of the Authorized Users that have been added or removed for any reason since the date in which the last Authorized User Report was provided to SCHS.

Name of Authorized User(s) Added	Name of Authorized User(s) Removed

(Attach additional sheets, if necessary)

Total Number of Authorized User(s) Added Since Last Report	
Total Number of Authorized User(s) Removed Since Last Report	
Total Number of current Authorized Users(s)	

ACKNOWLEDGMENT

I attest, on behalf of Entity, that the information provided above is accurate, complete and up to date. I agree to inform SCHS immediately in the event that any of the information provided above changes or becomes inaccurate. I also agree that I am an authorized signatory of Entity.

Signed

Date

Printed Name

Title

EXHIBIT B
ACCEPTABLE USE AND CONFIDENTIALITY AGREEMENT

This Acceptable Use and Confidentiality Agreement (“Agreement”) is entered into and effective as of the date that Authorized User clicks accept (“AU Effective Date”). By clicking accept, Authorized User agrees to the terms contained herein by and between St. Charles Health System, Inc. (“SCHS”), and Authorized User (“Authorized User”). SCHS and Authorized User may be referred to in this Agreement as the “Parties.”

PURPOSE:

This Agreement sets forth the terms and conditions under which Authorized User may use the System and Data. 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. Terms not otherwise defined in this Acceptable Use Agreement have the meanings given to them in the External Use Agreement, which definitions are incorporated herein by this reference.

TERMS AND CONDITIONS:

A. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until the earlier of (i) Entity’s termination of Authorized User’s access to the System, and (ii) SCHS’s termination or suspension of Entity’s or Authorized User’s access to the System, the External User Agreement, or this Agreement (each, an “Event of Termination”).

B. 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. SCHS may immediately terminate this Agreement at its sole discretion.

C. Term of Access. Authorized User acknowledges and agrees that it has no right, title, or ownership in the System or the Data and that its access to the System and Data is terminable at SCHS’s sole discretion.

D. 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 legitimately 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 to:

1. 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, including by protecting from inappropriate use, and refrain from sharing, his or her System login username or password(s) with anyone for any reason and refraining from using any other Authorized User’s System login username or password(s) for any reason.
2. 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. Comply with the privacy, confidentiality, and security requirements of Entity;
4. Notify Entity and SCHS’s Privacy Office at – (541)706-.5932 or email complianceandprivacyemail.org
5. immediately in the event of an actual or suspected inappropriate use or disclosure of Data

- or of a System login username or password (each, a “Privacy or Security Breach”), or of any suspected and/or known violation of this Agreement;
6. Cooperate fully with SCHS’s efforts to investigate and mitigate the harmful effects of any actual or suspected Privacy or Security Breach;
 7. Cooperate fully with audits and monitoring by SCHS and Entity related to the System or Data;
 8. Refrain from taking screenshots of, copying, printing, or pasting information from a SCHS system to any other system or device;
 9. Use reasonable measures to prevent the computer screens and other devices displaying Data from being seen by individuals who do not need to see such PHI and information; and
 10. Destroy copies of PHI as required by SCHS’s policies as soon after the business purpose for using the information has been achieved.

E. Auditing and Monitoring. Authorized User and Entity understand that SCHS continually audits and monitors use and accesses SCHS systems. 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.

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.

G. Reproductive Health Care Attestation. User attests that the use or disclosure of PHI requested is permissible under the HIPAA Privacy Rule at 45 CFR 164.502(a)(5)(iii). Specifically, the purpose is not to investigate or impose liability related to any person seeking, obtaining, providing, or facilitating reproductive health care. Furthermore, the User acknowledges that any unlawful disclosure or acquisition of PHI may result in criminal penalties under 42 U.S.C. 1320d-6. Each time User accesses PHI, they affirm their agreement to and compliance with the Reproductive Health Care Attestation terms as outlined in Exhibit D.

H. 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.

IN WITNESS WHEREOF, by clicking-through on initial and subsequent EpicCare Link sign-ins, you indicate your agreement to this Acceptable Use Agreement.

EXHIBIT C - Access Guidelines



By clicking-through on initial and subsequent EpicCare Link sign-ins, you indicating your agreement to the following statements:

You may NOT routinely access the following medical records, even though while at work you may have the ability to do so.

I understand that I may not access my personal lab results, physician dictated reports, x-ray reports; in short, anything in my personal medical record in any form (paper or electronic).

I understand that I may not access ANY of my family members' (including children, spouses, siblings), co-workers', or acquaintances' medical records unless I am required as part of my job to obtain information for the care of that patient.

If I desire access to my medical records, I will sign an authorization form available in the Medical Record department to access these records in an agreed upon form (paper or electronic). -.

I understand that I may not access (paper or electronic) ANY records of ANY individual that I have not been assigned to by my immediate supervisor, director, and/or superior.

I understand that I may not share my ID and password with anyone. I will not leave my access open for other to use and I will not keep my ID and password where others may find and potential use it.

I understand that any documents printed from electronic system will be destroyed by shredding immediately after use or by placing the documents in a shred bin for destruction.

I understand that I may not access or obtain PHI for any prohibited purposes, including those limited by the reproductive health care attestation above. I acknowledge that criminal penalties may apply if this statement is untrue.

I UNDERSTAND THAT MY ACCESS TO ELECTRONIC PATIENT INFORMATION MAY BE REVOKED IF I AM FOUND IN VIOLATION OF THESE GUIDELINES. I UNDERSTAND THAT HIPAA LAWS AND REGULATIONS ALSO MAY APPLY.

