

## **Data Access Acceptable Use Agreement for Non-Providence Workforce Members (Attachment A)**

**Providence Health & Services (“Providence”) requires that everyone granted access to our information systems will protect our patients’ information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules and other applicable state and federal laws.**

**I acknowledge that:**

\_\_\_\_\_ Providence is granting me access to systems and information owned or operated by Providence or one of its subsidiaries, and I will have access to confidential information not generally available or known to the public, including protected health information (PHI).

\_\_\_\_\_ Providence will issue me a unique user ID and password. I agree that I am not permitted to share this user ID or password with anyone. I will never share my password or leave it written down for others to find, nor will I utilize user ID and password auto save functionality on any computer or mobile device.

\_\_\_\_\_ I agree to immediately notify Providence by calling the Integrity Hotline **888-294-8455**, if I have a reason to believe that any other person may know my user ID or password.

\_\_\_\_\_ I understand my computer account and password will be considered my computer signature, and I will protect it accordingly. I will keep PHI out of sight and secure it when not in use to prevent unauthorized access.

\_\_\_\_\_ Federal and state laws protect Providence information to which I will have access, and I will abide by those laws. I understand what qualifies as PHI and that I am required to comply with the HIPAA Privacy and Security Rules.

\_\_\_\_\_ I agree that I will not access Providence information for which I have no legitimate need. I will not access my own records or records of my family members. I will only access minimum necessary information for which I have a legitimate reason. I understand all activity is tracked based on my user ID.

\_\_\_\_\_ I agree that I will hold Providence information in strict confidence and will not disclose or use it except (1) as authorized by Providence; (2) as permitted under written agreement between Providence and the Organization named below or myself; (3) consistent with the reasons for my access; (4) solely for the benefit of Providence, its patients, its members, or its other customers; or (5) as required by applicable law.

\_\_\_\_\_ If I am a member of a Providence medical staff, I understand I may be given access to certain tools as an important part of the delivery of medical services to Providence patients and I will use the tools to benefit Providence patients while engaged in activities that benefit Providence or its patients. I understand that the continuing medical education (CME) I may redeem from these tools is provided to me as a medical staff incidental benefit. I indemnify Providence for any liability if this benefit is not compliant with applicable law.

\_\_\_\_\_ I understand that e-mail is not a secure, confidential method of communication. I will not include confidential patient information in e-mail communications, unless using an approved secure email method.

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\_\_\_\_\_ I understand that should I need to use Providence network, email, or telephone, it is a privilege that may be revoked if I misuse these services. I also understand that these services may be monitored and audited by Providence.

\_\_\_\_\_ I understand that should I need to work with Providence data outside of the systems to which I am granted access, I will use secure methods to dispose of files or documents containing PHI or other confidential information.

\_\_\_\_\_ I understand that if I breach the terms of this agreement, applicable Providence privacy and/or security policies, or applicable law (including without limitation the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH), Providence may terminate my access, and Providence will be entitled to all remedies it may have under written agreement or under applicable laws, as well as to seek and obtain injunctive and other equitable relief, or contact law enforcement.

\_\_\_\_\_ I will report all suspected privacy and security incidents immediately, but no more than 5 days from the date of discovery, to Providence's toll free **Integrity Hotline number at 888-294-8455**.

**I acknowledge that I have read and understand the Providence Non-Employee Acceptable Use Agreement.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

**Printed Name:** \_\_\_\_\_ **Position** \_\_\_\_\_

**School:** \_\_\_\_\_ **Clinical Site:** \_\_\_\_\_