

**MercyCare Service Corporation
Cedar Rapids, Iowa**

Online Access to Protected Health Information by Health Care Providers Policy

**Date: June 2004
Revision: July 2010**

Policy Statement

MercyCare Service Corporation and its Affiliates (collectively, "MCSC") endeavor to protect the confidentiality and security of its protected health information ("PHI") against inappropriate access, use and disclosure through the use of reasonable safeguards. Reasonable safeguards include properly selected equipment/software, procedures guiding the access, use and disclosure of its PHI, education and training, system measures, contractual requirements imposed upon individuals and entities who are authorized to access its PHI, and sanctions for noncompliance.

In recognition of the valuable care coordination that can be achieved by enabling health care providers and their office staff to electronically access, produce, exchange and retrieve PHI, MCSC allows approved health care providers and their office staff to utilize available computer technology in accordance with reasonable safeguards.

Definitions

Deactivation:	The process of prohibiting electronic access to PHI and/or applications that effectively deny or end granted authority to electronically access PHI or other information system processes.
Disclosure:	The release of PHI by a Provider or Provider's Office Staff to another person or entity, regardless of whether the release occurs within or outside MCSC and with or without the consent of the individual to whom the PHI pertains.
Clinical HIS:	Any clinical health information system which is utilized by MCSC to maintain the electronic medical record and clinical data.
MercyCare Service Corporation and its Affiliates (collectively, "MCSC"):	The following corporations, their employees, agents and volunteers: (a) MercyCare Service Corporation; (b) Mercy Medical Center, Cedar Rapids, Iowa d/b/a Hall Radiation Center, Hallmar, Hospice of Mercy, Mercy Home Health, and Mercy Skilled Nursing Facility; (c) MercyCare Management, Inc. d/b/a MercyCare North and MercyCare South; (d); Mercy Physician Associates, Inc., d/b/a the MercyCare Clinics and MercyCare Community Physicians, Inc.; (e) Mercy Physician Services, Inc. d/b/a Eastern Iowa Physician Services, Inc.
Protected Health Information ("PHI"):	"Protected health information" as defined in the Health Insurance Portability and Accountability Act Privacy Rule section 164.501 that is maintained by MCSC.
PHI Access:	The granting of authority by MCSC to a Provider and the Provider's Office Staff to access, use and disclose PHI for treatment, payment, health care operations and other legally permissible purposes.
Provider:	A physician or an independent non-physician health care provider with medical staff membership and/or clinical privileges at Mercy Medical Center, Cedar Rapids, Iowa and who has been granted PHI Access. Also refers to a physician or an independent non-physician health care provider who has ordered a treatment or procedure or is otherwise providing treatment to a patient to whom he/she has a direct patient care relationship and who has been granted PHI Access.
Provider's Designee	Any individual assigned by the Provider to authorize office staff requests for MCSC PHI access (e.g. office manager, director, nurse, president of the office practice).
Provider's Office Staff:	Designated members of a Provider's office staff who have been granted PHI Access.

PHI Access Categories

PHI Access will be provided based upon the following categories.

Standard PHI Access	<p>PHI Access that is limited to the PHI of MCSC patients to whom the Provider has an established patient relationship. For purposes of this policy, a patient relationship is established with any of the following processes:</p> <ol style="list-style-type: none"> 1) The patient identifies the Provider during the registration process at an MCSC facility. 2) A Provider writes or communicates an order to add an inpatient to the Provider's list of patients. 3) An on-call Provider treats a patient of the call coverage group. 4) The Provider is an ordering, interpreting or treating provider of record. <p>Standard PHI Access is the category of PHI Access that is routinely granted to a member of a Provider's staff as a result of establishing a patient relationship. Standard PHI Access is granted when requested by a Provider or a Provider's Designee for members of the staff by completing the MCSC Computer Access Request form (Attachment A) and the User Access Contract (Attachment B). The Provider whose Provider Office Staff member is granted Standard PHI Access is legally responsible for the consequences of the access, use and disclosure of the PHI accessed by the Provider's Office Staff.</p>
Global PHI Access	<p>PHI Access that includes access to all clinical data for any patient of MCSC regardless of the provider – patient relationship that exists. Global PHI Access is the category of PHI Access that will be granted to all Providers. Upon request by a Provider or a Provider's Designee, Global PHI Access may be given to members of the staff by completing a MCSC Computer Access Request form (Attachment A), a User Access Contract (Attachment B) and a Confidentiality and Security Agreement for Online Access to Protected Health Information (Attachment C). The Provider whose Provider Office Staff member is granted Global PHI Access is legally responsible for the consequences of the access, use and disclosure of the PHI accessed by the Provider's Office Staff.</p>

Guidelines

1. If MCSC, in its sole discretion, grants PHI Access to a health care provider, that health care provider becomes a "Provider" as defined herein. The conditions for PHI Access may be revised by MCSC at any time.
2. A Provider or a Provider's Designee may request Global PHI Access for members of that Provider's staff by submitting a completed Confidentiality and Security Agreement for Online Access to Protected Health Information ("Agreement"), listing each member of the Provider's office staff for whom the Provider or Designee is requesting Global PHI Access. Once Global PHI Access is granted to the Provider's Office Staff, the Provider or Designee must immediately notify Mercy Information Services in the event of the resignation or termination of a member of the Provider's Office Staff. The Provider must submit an additional completed Confidentiality and Security Agreement for Online Access to Protected Health Information for each new member of the Provider's Office Staff for whom Global PHI Access is required. In addition, the Provider or Provider's Designee should maintain a list of authorized/approved users and must provide a yearly updated staff list to Mercy Information Services upon request.

- 3 Each Provider or Provider's Designee must also submit a completed MCSC Computer Access Request form (Attachment A) and a signed Mercy Service Corporation-User Access Contract (Attachment B) for each member of the Provider's Office Staff in order to establish access to Clinical HIS applications. Each user will receive a unique username and password to the Clinical HIS system. Passwords have mandatory change requirements which require the user to self assign a new password. Users under this policy that fail to access PHI for 12 months may suffer Deactivation of their PHI Access without notice.
4. The Provider is legally bound by the Joint Notice of Privacy Practices published by MercyCare Service Corporation, which describes the legal requirements governing the use and disclosure of PHI, as well as additional responsibilities associated with maintaining the privacy and security of PHI.
5. Unauthorized access, use or disclosure of PHI by a Provider or the Provider's Office Staff is strictly prohibited under this policy and is illegal. For instance, the Health Insurance Portability and Accountability Act of 1996 Privacy Rule requires protection of PHI contained within the MCSC information system and provides that inappropriate disclosure of PHI may result in the imposition of fines to the Provider up to \$250,000 and/or ten years imprisonment per incident to the maximum outlined by law.
6. Under the Confidentiality and Security Agreement for Online Access to Protected Health Information, the Provider assumes full responsibility for the consequences of unauthorized access, use and disclosure of PHI by the Provider and the Provider's Office Staff.
7. PHI Access will be monitored and may be audited at any time by MCSC. Completed agreements and forms will remain on file with Mercy Information Systems. Upon request for an audit by any patient, Provider or Provider Designee, MCSC will audit the patient's PHI Access. The Provider or Provider's Designee will receive notification of the patient's request and audit results. The MCSC Privacy Officer will discuss the audit findings with the requesting party.
8. Any violation of this policy by a Provider or a member of a Provider's Office Staff will result in sanctions against the Provider. MCSC may, in MCSC's sole discretion, take whatever action it deems necessary to protect PHI and prevent subsequent violations of this policy, including but not limited to immediate Deactivation of PHI access to a Provider and/or a member of a Provider's Office Staff.
9. If MCSC discovers apparent illegal actions by a Provider or member of a Provider's Office Staff, MCSC will disclose such illegal actions to the authorities in accordance with applicable mandatory reporting disclosure requirements and will inform the Provider in writing of such disclosure.

Submitted By:

Mark E. Valliere, MD, MMM, FACP
Senior Vice President, Medical Affairs

Date:

Approved By:

Timothy L. Charles, President & CEO

Date:

Attachment A

MCSC - Computer Access Request Form

Computer Access Request Form - MercyCare Services Corporation

INSTRUCTIONS

Complete the form and forward to the Information Services Help Desk. If you need assistance contact the IS Help Desk at **398-6103**.

Section 1 - Populate every field with the appropriate information.

Section 2 - For MEDITECH access, complete "Access Similar to" section.

For adding MEDITECH access, complete "Access Similar to" and indicate individual Meditech modules to be added.

If other applications or access is needed, enter under the appropriate area.

SECTION 1 - Required Information

Access Request Type: ☐ New ☐ Add ☐ Change Access ☐ Terminate (Date: _____) ☐ Change Name (Former)

Organizational Affiliation: ☐ MMC Employee ☐ MPS Employee ☐ Non-Mercy Staff/Provider ☐ MMC Medical Staff Member
☐ Student ☐ Contractor ☐ Volunteer

MMC / MPS Clock or Employee #: _____ Job Title: _____

Full Legal Name: _____ Initials (3): _____

Department/Office: _____ Dept. # if applicable: _____

Supervisor-Print Name: _____ **Signature:** _____ **Phone:** _____ **Date:** _____

SECTION 2 - Access Information

MEDITECH Access Similar to: _____ **Clock Number:** _____

MSM Access Similar to: (i.e.GEMM, SURG, Med Diet) _____ **Clock Number:** _____

Meditech Modules	INFORMATION SERVICES USE ONLY	Applications / Access
<input type="checkbox"/> ABS (Abstracting)	zcus.main.menu.	<input type="checkbox"/> Microsoft Office Suite
<input type="checkbox"/> ADM (Admissions)	zcus.main.menu.	- Word, Excel, Power Point, Access
<input type="checkbox"/> AP (Accounts Payable)	zcus.	<input type="checkbox"/> Outlook
<input type="checkbox"/> B/AR (Billing/Accts Receivable)	zcus.main.menu.	<input type="checkbox"/>
<input type="checkbox"/> CA (Cost Accounting)	zcus.	<input type="checkbox"/>
<input type="checkbox"/> CWS (Community Wide Sch)	zcus.	
<input type="checkbox"/> EDM (Emergency Dept Mgmt)	MULTI.private.tracker/zcus.magic.key.menu	
<input type="checkbox"/> EXT.MSM (Med Surg/Sched)		Outlook Distribution Groups:
<input type="checkbox"/> FA/GL (Fixed Assets/Gen Ledger)		
<input type="checkbox"/> IATRIS STATUS BOARD/FLOW		Shared Network Drives/Folders:
<input type="checkbox"/> LAB (Laboratory)	zcus.	
<input type="checkbox"/> LSS PRACTICE MGMT(MPS)	zcus. .clinical.main.menu	
<input type="checkbox"/> MIS (Financial/Clinical Dicts.)		
<input type="checkbox"/> MM (Materials Mgmt)	zcus.	
<input type="checkbox"/> MOX (Email/Libraries)	zcus.mailbox.menu	
<input type="checkbox"/> MRI (Medical Records)	zcus.main.menu.	
<input type="checkbox"/> NUR (Nursing/Patient Care)	zcus.main.menu.	
<input type="checkbox"/> OE (Order Entry)	zcus.	
<input type="checkbox"/> PCI (Patient Care Inq)		Other
<input type="checkbox"/> PDI/DMI (Patient Discharge Inst)	(must have PCI)	<input type="checkbox"/> E-File Share
<input type="checkbox"/> PHA (Pharmacy)	zcus.	- Birth date: ____/____/____
<input type="checkbox"/> PP (Payroll/Personnel)	zcus.	<input type="checkbox"/> Vocera
<input type="checkbox"/> PWM (Workload Management)	zcus.pt.care	<input type="checkbox"/> PICIS - View Physician privileges
<input type="checkbox"/> RAD (Radiology)		Report Express
<input type="checkbox"/> RAD (Custom Reports)		<input type="checkbox"/> Time PC
<input type="checkbox"/> Other		<input type="checkbox"/> Approving <input type="checkbox"/> Editing
<input type="checkbox"/> Other		- Replaced User: _____
		<input type="checkbox"/> View Only access?
		- Departments:
Comments / Additional Access		Rapid / IndiGo
		<input type="checkbox"/> Patient-Level data access
		Modules:
		<input type="checkbox"/> Administrative <input type="checkbox"/> Clinical
		<input type="checkbox"/> Financial <input type="checkbox"/> HR
		<input type="checkbox"/> Patient Safety <input type="checkbox"/> Provider
		<input type="checkbox"/> Quality <input type="checkbox"/> Util. Mgmt.

(Information Services use only)

User ID: _____

Class Date(s) (mm/dd/yy) **Intro** **PCI/Documentation** **I.S. date/initial**

11/5/2007

Attachment B
MERCYCARE SERVICE CORPORATION – USER ACCESS CONTRACT

Patient, financial and other business-related information whether in writing, electronic or any other form, is generally considered confidential and may be legally protected. Employees, providers, providers' office staff, independent contractors, students, residents and volunteers may have access to confidential information in the performance of their duties for MercyCare Service Corporation (MCSC). The following contract stipulations are placed upon all users at the time of acceptance of their user password, entry of their login into a MCSC Information System or upon granting physical access to locations where Information System hardware systems are operated or stored. This contract does not constitute a contract for medical staff membership/privileges or employment.

1. Policies. I will not use or disclose protected health information except as the HIPAA Privacy Rule permits or requires or as authorized by the individual who is the subject of the information. I agree to adhere to MCSC's confidential information and disclosure policies. I further agree to immediately report to my supervisor, to the Privacy Officer or Security Officer, or via the Compliance Hotline, (369-4586), activity which is contrary to these policies or the terms of this agreement.
2. Training. I acknowledge that I have undergone training on the appropriate use of the computer and application systems.
3. Password. My user password is equivalent to my legal signature. It is given to me for my use only. I agree to maintain my password to computer systems and equipment in strictest confidence, not to reveal or disclose my password to anyone at any time for any reason. I further agree to contact the Information Help Desk immediately and request a password reset if mine is revealed or has been potentially compromised.
4. Access to Information. I will access only that information, perform only those computer functions and use only that information as is required for the performance of my duties and responsibilities. I will not operate or attempt to operate computer equipment without specific authorization and will not attempt to access data or modules or perform computer functions that do not directly pertain to my work. I understand that MCSC has the capability to electronically monitor system transactions and may periodically review such information to assure appropriate access of users.
5. Disclosure. I agree not to demonstrate the operation of computer equipment or applications to anyone without specific authorization. I further agree that I will not disclose any portion of the computerized systems (including but not limited to the design, programming techniques, flow charts, source code, screens and documentation created by employees, outside resources or third parties). I also agree not to disclose any protected health information or confidential business information without specific authorization or only in accordance with applicable policy.
6. Liability. I recognize that any improper access or disclosure could result in legal liability and I agree to defend, indemnify and hold MCSC and any of its agents, employees or representatives harmless from any claim, demand or suit arising from my acts in relation to improper access or disclosure of confidential information. I understand that I may be charged with civil monetary or criminal penalties for improper use or disclosure under HIPAA regulations.
7. Disciplinary action. I recognize that any improper access or disclosure could result in disciplinary action, which may include but will not be limited to termination in the case of employees, termination of agreements in the case of contractors, or revocation of medical staff membership and/or clinical privileges in the case of medical staff members, taken in accordance with applicable medical staff bylaws, rules and regulations.
8. Termination. I acknowledge that upon termination of my relationship with MCSC, my user account will be deleted from the system. Should I reenter into a relationship with MCSC; a new user account will be issued.

I have read the above user contract and agree to abide by the stipulations set forth therein.

Print Name: _____ Signature: _____

Affiliation

- ☐ Employee ☐ Medical Staff Member ☐ Independent Contractor ☐ Volunteer ☐ Student
☐ Office Staff (Non-Mercy Affiliate) ☐ MPS (Office Staff – Mercy Affiliate)

Original: Employee/Student/Independent Contractor – MMC Human Resources; MPS – MPS Human Resources; Volunteer – Volunteer Office;

All Others – Information Services

Rev 05/08 -

Attachment C
Pg 1 of 2
MercyCare Service Corporation
Cedar Rapids, IA

Confidentiality and Security Agreement for Online Access to Protected Health Information

As a health care provider with medical staff membership and/or clinical privileges or as a physician or an independent non-physician health care provider who has ordered a treatment or procedure on a patient to whom I have a direct patient care relationship at Mercy Medical Center, Cedar Rapids, Iowa, I am formally requesting for myself or my staff member authorization to electronically access and the ability to appropriately use and disclose Protected Health Information (PHI) owned by MercyCare Service Corporation (MCSC).

The purpose of this Confidentiality and Security Agreement for Online Access to Protected Health Information ("Agreement") is to assure that I fully understand and agree to the obligations set forth herein regarding the access, use and disclosure of PHI provided to me by MCSC.

Accordingly, as a condition of and in consideration of my or my office staff member's access to PHI, I acknowledge and agree to the following:

1. I have reviewed and agree to abide by the terms of the "Online Access to Protected Health Information Policy by Health Care Providers", which is attached hereto and by this reference incorporated herein, and all other applicable MCSC policies.
2. I understand that all PHI, regardless of the media on which it is stored (paper, computer, videos, recorders, etc.), or the system that processes it (computers, voice mail, telephone systems, facsimiles, etc.) is the property of MCSC and is included under this Agreement.
3. I will require members of my office staff who have PHI Access to abide by the terms of the "Online Access to Private Health Information by Health Care Providers Policy" and all other applicable MCSC policies.
4. I will access, use and disclose PHI only for treatment, payment, healthcare operations and other legally permissible purposes in accordance with my PHI access category. I will not access, use or disclose, or allow access, use or disclosure by a member of my office staff of PHI in a manner that is inconsistent with the Joint Notice of Privacy Practices, MCSC policies or applicable law. I will not seek personal benefit from or permit others to benefit personally by any use of PHI that I or a member of my office staff may have access to under this Agreement. For purposes of this Agreement, the terms "access", "use" and "disclose" include, but are not limited to, reviewing, altering, destroying, divulging, copying, releasing, selling or loaning PHI.
5. I will not provide or reveal my username or password to others. **I accept full responsibility for all activities occurring under my username and password and the usernames and passwords of my office staff.**
6. If I observe or become aware of any unauthorized access, use or disclosure of PHI, I will report it immediately to the Mercy Medical Center Vice President – Chief Information Officer, another administrative officer of MCSC, the Compliance Hotline (319-369-4586) or a Security or Privacy Officer.
7. I understand that MCSC may audit my access, use and disclosure of PHI, and that of my office staff. And will report any violation to the authorities as required by law.
8. The Health Insurance Portability and Accountability Act of 1996 Privacy Rule requires protection of PHI contained within the MCSC information system and provides that inappropriate disclosure of PHI may result in the imposition fines up to \$250,000 and ten years imprisonment per incident.
9. I understand that my failure to comply with this Agreement may result in sanctions by MCSC, including but not limited to immediate termination of access to PHI.
10. I agree to indemnify, hold harmless, and defend MCSC (as defined in the "Online Access to Protected Health Information by Health Care Providers Policy") from and against all claims, losses, costs, damages, fines and expenses (including reasonable attorney fees) relating to the access, use or disclosure of PHI by me, my office staff or anyone else using my username and password or the usernames and passwords of my office staff.

Global Access Request

Date: _____

Practice Name: _____
(Please print practice name)

Print the names and titles of the users you are requesting for Global Access.

_____ (name/title)	_____ (name/title)	_____ (name/title)
_____ (name/title)	_____ (name/title)	_____ (name/title)
_____ (name/title)	_____ (name/title)	_____ (name/title)
_____ (name/title)	_____ (name/title)	_____ (name/title)
_____ (name/title)	_____ (name/title)	_____ (name/title)
_____ (name/title)	_____ (name/title)	_____ (name/title)

By signing this Agreement, I acknowledge that MCSC has an active on-going program to review PHI Access and transactions for inappropriate access. I also acknowledge that I have received a copy of the MCSC Online Access to Protected Health Information by Health Care Providers Policy and that I accept all responsibilities as outlined therein. I further acknowledge that I have provided a copy of Attachment B to all members of my office staff who are being given Global PHI Access.

Provider(Designee): _____

Date: _____

By signing this Agreement, MCSC hereby grants the Provider/office staff named herein Global PHI: Access.

MCSC: _____
Mark E. Valliere, MD, MMM, FACP
Senior Vice President, Medical Affairs

Date: _____