Confidentiality and Security Agreement

I understand that the facility or business entity (The East Hawaii Region "EHR" of Hawaii Health Systems Corporation "HHSC" includes Hilo Medical Center "HMC", Hale Ho'ola Hamakua "HHH", Ka'u Hospital "KAU" and/or affiliated EHR Clinics) in which or for whom I work, volunteer or provide services, or with whom the entity (*e.g.*, physician practice) for which I work has a relationship (contractual or otherwise) involving the exchange of health information (with the EHR), has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the EHR must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment / assignment with the EHR, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with EHR's Privacy and Security Policies, which are available on the HMC intranet (on the Policies and Procedures Page) and at each facility. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information. I understand that my access may be revoked at any time where deemed necessary by the EHR.

1. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it.
2. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.
3. I will not discuss Confidential Information where others can overhear the conversation. It is not acceptable to discuss Confidential Information even if the patient's name is not used.
4. I will not make any unauthorized transmissions, inquiries, modifications, or purging of Confidential Information.
5. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the EHR.
6. Upon termination, I will immediately return any documents or media containing Confidential Information to the EHR.
7. I understand that I have no right to any ownership interest in any information accessed or created by me during my relationship with the EHR.
8. I will act in the best interest of the EHR and in accordance with its Code of Conduct at all times during my relationship with the EHR.
9. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension and loss of privileges, and/or termination of authorization to work within the EHR, in accordance with the EHR's policies.
10. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
11. I understand that I should have no expectation of privacy when using company information systems. The EHR may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
12. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and position screens away from public view.
13. I will practice secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with approved security standards.
14. I will:
    a. Use only my officially assigned User-ID and password (and/or security token device).
    b. Use only approved licensed software.
    c. Use a device with virus protection software.
    d. Understand that there is a large variance in non-hospital PCs and that remote access is not guaranteed to be available in all situations, remote access issues are supported during normal IT operational hours and off hour issues will wait until the next business day.
15. I will never:
    a. Share/disclose user-IDs, passwords or tokens.
    b. Use tools or techniques to break/exploit security measures.
    c. Connect to unauthorized networks through the systems or devices.
16. I will notify my manager, the EHR point-of-contact or appropriate Information Technologies person if my password has been seen, disclosed, or otherwise compromised, and will report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Confidential Information.

The following statements apply to physicians using the EHR systems containing patient identifiable health information (e.g. HealthConnect, HEC, etc.):

17. I will only access software systems to review patient records when I have that patient's consent to do so. By accessing a patient's record, I am affirmatively representing to the EHR at the time of each access that I have the requisite patient consent to do so, and the EHR may rely on that representation in granting such access to me.
18. I will insure that only appropriate personnel in my office will access the EHR software systems and Confidential Information and I will annually train such personnel on issues related to patient confidentiality and access. Staff will be required to have their own individual access.
19. I will accept full responsibility for the actions of my employees who may access the EHR software systems and Confidential Information.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Employee/Consultant/Vendor/Office Staff/Physician Signature	Facility Name	Date
Employee/Consultant/Vendor/Office Staff/Physician Printed Name	Business Entity Name	

EHR ACCESS AUTHORIZATION FORM

Hilo Medical Center & Clinics
1190 Waianuenue Ave
Hilo, HI 96720
(808) 932-3000

Hale Ho'ola Hamakua
45-457 Plumeria St
Honokaa, HI 96727
(808) 932-2800

Kau Hospital & Rural Health Clinic
1 Kamani St
Pahala, HI 96777
(808) 932-4200

Account Type: New Modify Reactivate Inactivate	**Access start date:**
Legal Name (First MI Last):	**Access end date:**
Facility/Organization/Provider Office:	**Title:**
Department:	**Status: FT PT TRAV VOL**

******* REQUIRED for all non HHH/HMC/KAU/HMCA/KAUA user requests ONLY *******

Organization/Provider office address:	**Manager phone:**
Manager email address:	**Manager fax #:**
Manager/Liaison printed name:	**Manager/Liaison signature:**

Medical Records: hmchim@hhsc.org; fax (808) 974-6795
Medical Staff Services: hmcmso@hhsc.org; fax (808) 933-9901
Patient Accounting: hmcpatientacctg@hhsc.org; fax (808) 974-6723

By signing above, Manager/Liaison understands user access is limited to duration of employment or until no longer needed. Notify your contact immediately if user access needs to be disabled due to separation. Information obtained through the use of account is to be held in the utmost confidence and is protected by federal and state laws. Any misuse of information obtained serves as grounds for access revocation, civil and criminal prosecution.

**** FOR INTERNAL USE ONLY ****

Facility	HMC HHH KAU
Clinic	CARD ENT HPOC HIFHC ORTHO HSA URO NEURO BH KHRHC PCMC Other: _____
Additional Access	eScription ePrescribing ITS PACS CVPACS MUSE PLEXUS PYXIS Other: _____
Other Access	Network Account Email Account Internet
Staff	Y N
Admitting Privileges	Y N
Ordering Privileges	Y N
Pro Fee Provider	Y N