

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: _____
Clock #: _____	Provider Office/Dept. #: _____ Date: _____
Affiliation	
<input type="checkbox"/> Employee <input type="checkbox"/> Medical Staff Member <input type="checkbox"/> Independent Contractor <input type="checkbox"/> Volunteer <input type="checkbox"/> Student <input type="checkbox"/> Office Staff (Non-Mercy Affiliate) <input type="checkbox"/> MPS (Office Staff – Mercy Affiliate)	