



HEALTH INFORMATION MANAGEMENT
HEALTH INFORMATION EXCHANGE
UNIVERSITY OF MICHIGAN
HEALTH SYSTEM

Health Information Exchange & Compliance

North Campus Administrative Complex

2901 Hubbard Road

Ann Arbor MI 48109-2435

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HIM-HIE-Support-Unit@med.umich.edu

For additional information visit:

<http://www.uofmhealth.org/provider/provider-portal>

Provider Portal
UMHS Electronic Health Information Access Agreement

Please use this coversheet when returning the UMHS Electronic Health Information Access Agreement. Please contact the Health Information Management HIE Support Team if you have any additional questions or if you need assistance completing your access agreement.

Date: _____

ATTN: Health Information Management

Fax to: 734-998-0105

Send to: HIM-HIE-Support-Unit@med.umich.edu

From: _____

Return Checklist:

- UMHS Electronic Health Information Access Agreement
- Exhibit B – Confidentiality Attestation
- Exhibit C – User Site Administrator (does not have to be the same person signing the agreement)
- New Account Request form for Site Administrator

Next Steps:

Within 7-10 business days the User Site Administrator (designee from Exhibit C of Access Agreement) will be sent login information at the business address provided on the New Account Request form. The Site Administrator will also receive an electronic copy of the UMHS Provider Portal training materials.

**UMHS PROVIDER PORTAL
INSTRUCTIONS ON FILLING OUT SITE ADMINISTRATOR PACKET:**

1. Identify a Site Administrator for your practice.
 - a. The Site Administrator is typically an Office Manager or Clinical Coordinator who will manage the Practice Agreements and their staff's access for the UMHS Provider Portal.
 - b. Some of the duties of the Site Administrator include: (see Site Administrator agreement for full list)
 - Reviewing all User Site Administrator training materials
 - Submitting requests electronically for all additional Practice members who will access the UMHS Provider Portal
 - Ensuring the information contained in the account request is correct and compliant.
 - Being the Practice point person for your staff regarding the Provider Portal.
 - Resetting your staff passwords, if needed
 - Completing your User Site Validation requests
 - Deactivating staff members in a timely manner once they depart the organization.

Navigating this Site Administrator packet: page by page.

2. The Provider Portal Cover Sheet will be used to fax your request into Health Information Management for processing.
 - a. Fill out "date" and "from."
3. Read through the "UMHS Electronic Health Information Access Agreement."
 - a. Fill in the blanks with the date and your practice name on page 1
 - b. Sign as "User" on page 5
4. Exhibit A - Patient Authorization to Allow Electronic Access .
 - a. There is no need to fill out or sign this. It is for example only
5. Exhibit B – Confidentiality Attestation
 - a. Read, sign and date at the bottom
6. Exhibit C – User Site Administrator
 - a. Fill out bottom portion completely with your practice contact information (do not use your home address).
 - b. Be sure to use a unique work email that you monitor regularly. (ie janedoe@umich.edu). Do not use a shared or public email address. This email will become your login name.
 - c. Sign and Date
7. New Account Request Form
 - a. Read the descriptions and select the "Type of User" for the **Individual** who will be the Site Administrator.
 - i. For example, if you are a doctor, select either "Provider with In Basket" or Provider with Fax." Only choose this option if the Site Administrator is a provider.
 - ii. Almost all other staff members will fall into "Clinical Access", which allows the user to see patient information as a non-provider.
 - iii. "Non-clinical Access" would only be used on rare occasions where the Site Administrator does not need access to patient information.
 - b. Fill out the form completely with the same information as you used on Exhibit C – adding your Fax number.
8. Fax the entire completed packet to **734-998-0105**

UMHS Electronic Health Information Access Agreement

Made effective the ____ of _____, ____ by and between The Regents of the University of Michigan, on behalf of the University of Michigan Health System, ("UMHS") and _____ ("User").

WHEREAS User and/or its employees, agents, contractors or representatives (hereinafter, "User and Workforce") provide/will provide health care services to UMHS patients;

WHEREAS, in order to facilitate the provision of such health care services and the continuity of care to UMHS patients, User requests "read only" access for User and Workforce to the Electronic Health Information System of UMHS ("EHI") in order to obtain necessary patient information for the delivery of the health care;

WHEREAS, in order to protect patient information, UMHS requires that User and Workforce agree to certain restrictions and procedures regarding the access and use of such information;

THEREFORE, in consideration of User's and Workforce's use of EHI and of the following mutual promises, covenants and conditions, the parties agree as follows:

I. USE, DISCLOSURE AND OWNERSHIP OF EHI

1. User and Workforce will restrict User and Workforce access to EHI only to those UMHS patients who have a current treatment relationship with User or who have scheduled an appointment with User, and only for the purpose of treatment of the patients (*e.g.*, provision, coordination, and management of health care).
2. In order to access restricted or sensitive UMHS patient EHI, User and Workforce shall obtain written patient authorization prior to accessing the patient UMHS EHI. (Such written authorization must be obtained using the UMHS Authorization Form, which must be forwarded to UMHS Health Information Management Department - See Authorization Form as Exhibit A.)
3. User and Workforce cannot access or use EHI to generate copies of medical records pursuant to subpoena, patient request or other authority. Instead, User must utilize its own medical records that may include copies of EHI and/or refer the patient to the UMHS Health Information Management Department.
4. User will not perform research activities as defined in 21 C.F.R. 312.3, 21 C.F.R. 312.21 and 21 C.F.R. 312.85 utilizing EHI without a prior written approval of the appropriate UMHS Institutional Review Board.
5. In the use and disclosure of EHI, User will comply and require its employees, agents, contractors or representatives to comply with applicable state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing privacy, security and administrative simplification regulations (collectively "HIPAA"), and the Medical Records Access Act of Michigan, and other applicable laws and regulations.
6. User will comply and require its Workforce who will have access to UMHS patient EHI and, as applicable depending on the method of access granted, require each Workforce member for whom access is requested to agree to and sign the UMHS Confidentiality Attestation, attached hereto as Exhibit B.

7. User will adopt and require its employees, agents, contractors or representatives to comply with its own policies and procedures regarding confidentiality, privacy, security and integrity of patient information, including information in EHI accessed pursuant to this Agreement. Such policies and procedures shall conform to HIPAA and other applicable law, as well as industry practices for maintaining confidentiality and security of patient information. They shall include the following: (i) an overall policy covering confidentiality, security and integrity of health information and compliance with the terms of HIPAA; (ii) requirements for training of User's clinical staff on use of the EHI system and of all User's personnel on confidentiality, security and integrity of patient information; and (iii) sanctions that will apply to User's personnel who breach any of the policies or procedures of User or UMHS regarding confidentiality, security or integrity of patient information. If requested at any time by UMHS, User will provide UMHS a copy of its own documented sanctions policy.
8. Access to EHI will be granted at the sole discretion of UMHS Privacy Director ("UMHS PD") or her/his designee to individual members of User's Workforce who she/he deems qualified, and as applicable depending on the type of access granted, for a renewable term not to exceed one (1) year. Each individual who receives access to EHI must complete User's HIPAA-compliant training programs and, if applicable, UMHS HIPAA-complaint training programs, and must adhere to all applicable policies. UMHS can terminate access of individual members of User's Workforce at any time and at the sole discretion of the UMHS PD.
9. User or Workforce will not share user IDs or passwords assigned by UMHS to access EHI with any third parties without a prior written consent of UMHS PD.
10. User and Workforce will not provide access to EHI to any third party, including, without limitation, User's business associates, without a prior written consent of UMHS PD. User acknowledges that User and any such third party may be required to sign a separate agreement before the third party receives access to UMHS systems or data, and that UMHS may in its sole discretion and judgment withhold or revoke access to such systems or data to the User or to any third party at any time and for any reason.
11. User understands and agrees that EHI shall at all times remain the sole and exclusive property of UMHS. Furthermore, User acknowledges and agrees that the information obtained from EHI is confidential and the sole and exclusive property of UMHS or the applicable patient, as appropriate. Any unauthorized disclosure or use of such information will cause irreparable harm, injury, and loss to UMHS and/or the applicable patient.

II. AUTHORIZED USER SITE ADMINISTRATOR

1. User shall designate in writing (Exhibit C) to UMHS a workforce member who will act as the Authorized User Site Administrator for purposes of user support as outlined on Exhibit C attached.
2. Authorized User Site Administrator will remain responsible for compliance with the terms of this Agreement and will be responsible for notifying promptly UMHS PO of any changes in User's Workforce who have or require access to EHI (e.g. if an individual is no longer employed by User).
3. Should the Authorized User Site Administrator terminate his / her affiliation with User, User must notify UMHS thereof and identify a new Authorized User Site Administrator promptly.

III. REPORTING AND AUDITING

1. UMHS will perform regular audits of access of UMHS EHI. User shall notify UMHS promptly upon discovery of any inappropriate access, use or disclosure of EHI or of any Security Incident involving EHI, as defined in 45 C.F.R. 164.304.
2. User will cooperate with UMHS in its continuing verification of User's compliance and compliance of its personnel with the terms of this Agreement, including cooperation with routine and targeted audits conducted by UMHS, review of regular User activity audit reports provided by UMHS, and preparation and submission to UMHS of written justification for outlier User activity. In the event of an investigation related to User or User's Workforce access to UMHS EHI, User shall fully cooperate with UMHS in such investigation.
3. User shall maintain logs of all accountable disclosures, as defined in 45 C.F.R. 164.528, and provide such logs to UMHS annually or upon request.

IV. DISCLAIMER OF WARRANTIES

1. UMHS provides the access to EHI and other services under this Agreement "as is." To the maximum extent permissible under applicable law, UMHS hereby disclaims any and all warranties, express, implied, statutory or otherwise. Specifically, UMHS disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement.
2. User understands and agrees that UMHS cannot guarantee that User will always have access to EHI due to system update and maintenance, breakdowns and other unforeseen technical difficulties. User expressly and solely assumes all risk of any delays, interruptions to or failures preventing the use of EHI.
3. User acknowledges that, by its nature, website-based service cannot be completely protected against intentional or malicious intrusion attempts. UMHS does not control devices and Internet connection over which User chooses to send confidential information and, therefore, cannot prevent interceptions of or compromises to such information while in transit. UMHS hereby makes no guarantee as to the security, integrity or confidentiality of any information transmitted to or from EHI. User expressly and solely assumes the risk of transmitting the information as it relates to use of EHI, and for any data corruptions, intentional interceptions, intrusions or unauthorized disclosure of or access to EHI.

V. LIMITATION OF LIABILITY

1. UMHS will not be liable for any direct, indirect, incidental, special, punitive or other damages incurred by User, its employees, agents, contractors, representatives or patients arising out of, or in connection with, the use of, or inability to use, EHI.
2. User agrees that it is solely responsible for the ultimate decision and medical judgment related to the diagnosis and treatment of User's patients based on the patient information accessed through EHI. User may not rely on EHI in lieu of User's own official medical records and understands that images accessed remotely may not have the same degree of clarity as images viewed on-site.

VI. INDEMNIFICATION

1. User shall indemnify, defend and hold harmless The Regents of the University of Michigan, UMHS, all its officers, employees, staff, volunteers, agents, contractors, associates and affiliates, successors and assignees from all claims and liabilities, including reasonable attorneys' fees and expenses incurred in the enforcement of its rights under this Agreement ("Damages") arising out of the acts or omissions of User or any of its employees, agents, contractors or representatives in using EHI or any information obtained from EHI, or the breach by User or any of its employees, agents, contractors or representatives of this Agreement.
2. In the event of any actual or threatened breach or violation of this Agreement by User or its employees, agents, contractors or representatives, UMHS shall have full rights to injunctive relief, in addition to any other rights and remedies it may have.
3. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason.

VII. TERM AND TERMINATION

1. The term of this Agreement shall run from the effective date for a term of one (1) year, and shall automatically renew for one-year terms thereafter unless either party notifies the other party in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of any term.
2. At the beginning of each term hereof, User will submit to UMHS a current list of all members of User's clinical staff who are accessing EHI.
3. Either party may terminate this Agreement at any time by giving at least thirty (30) days' prior written notice to the other of such termination and specifying the effective date thereof.
4. This Agreement may be terminated effective immediately upon written notice of UMHS if User, its employees, agents, contractors or representatives breach any material term of this Agreement, including, without limitation, the confidentiality provisions.
5. This Agreement may also be terminated immediately upon expiration or termination of User's provider-patient relationship with UMHS patients.
6. Upon termination, a) User's access to EHI will be terminated; b) access of User's clinical staff to EHI will be terminated; and c) at the request of UMHS, User will return or destroy all patient information obtained pursuant to this Agreement.

VIII. MISCELLANEOUS

1. This Agreement, together with all the documents referenced herein, contains the entire understanding and all of the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. It supersedes any prior agreements between the parties relating to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of, among, or between any of the parties relating to the subject matter of this Agreement, either oral or written, that are not expressly set forth in this Agreement, are null and void and of no further force or effect.
2. This Agreement may be amended or modified only in a writing signed by the parties.
3. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other parties hereto. Except as otherwise expressly provided herein,

nothing expressed or implied herein is intended or will be construed to confer upon or give another person other than the parties hereto any right or remedy hereunder or by reason hereof.

4. In the event that a party waives any provision of this Agreement, such waiver must be in writing, and such party will not be deemed to have waived that provision at any other time or to have waived any other provision.
5. None of the provisions of this Agreement are intended to create, nor will they be deemed or construed to create, any relationship between UMHS and User other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement. None of the parties to this Agreement, nor any of their respective employees, agents, contractors or representatives will be construed to be agent, employer or representative of the others. User shall not use the name, logo, likeness or trademarks of UMHS for any advertising, marketing or endorsement purposes without a prior written consent of UMHS.
6. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
7. This Agreement will be governed by the laws of the State of Michigan.
8. The individual executing this Agreement for the User represents and warrants that she/he is authorized to so on behalf of, and to bind to the terms and conditions herein, User, including all employees, contractors and agents, and, in case of a provider group, each of the provider group's individual members and their employees and agents.
9. The signatures on behalf of User below shall be deemed valid if collected and/or maintained by fax, email and/or other electronic means as if they were the originals.
10. User and Workforce agree to provide certain demographic information to UMHS for creation of Workforce accounts to include the Workforce e-mail address affiliated with the Site. User and Workforce understand this information will not be disclosed to any third party but may be used by UMHS for communicating Provider Portal educational materials and related service offerings.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year written above.

User Signature

Exhibit A
Authorization

UNIVERSITY OF MICHIGAN HOSPITALS & HEALTH CENTERS Authorization to Allow Electronic Access to my Electronic Health Record (EHR)	MRN: NAME: BIRTHDATE
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- Authorization and Purpose:** I authorize or give permission for the Organization named below, and its physicians/staff as deemed appropriate to view/access my medical records stored electronically at the University of Michigan Hospitals & Health Centers (UMHHC) for the purpose of my continued medical treatment **I understand that I am not required to sign this authorization**, and both the UMHHC and the Organization named below will not condition treatment, payment, enrollment or eligibility for benefits on whether I sign this document.
- Health information accessed:** I understand that this authorization is for access to my medical records maintained electronically by UMHHC, which may include my medical records from other physicians, hospitals and clinics outside of UMHHC, and may include alcohol and drug abuse/treatment, psychological and social work counseling; HIV, AIDS or ARC; communicable disease or infections, including sexually transmitted diseases, venereal disease, tuberculosis and hepatitis; genetic information and demographic information for the purposes designated on this authorization.
- This authorization does not expire unless I revoke (cancel) it.
- Revoking (cancelling) authorization:** I may revoke this authorization at any time. Revocations must be made in writing and sent to the UMHS Health Information Management Release of Information Unit at 2901 Hubbard Rd, #2722 Ann Arbor, MI 48109-2435. Revocations will not apply to information that already has been released. If this authorization was obtained as a condition of providing insurance coverage, the authorization will not apply to my insurance company to the extent the law provides my insurer with the right to contest a claim under the policy, or the policy itself.
- Note: By signing this document, information will be disclosed by UMHHC to the Organization listed below. While the potential for information disclosed could be subject to re-disclosure by the recipient and to no longer be protected by HIPAA, the Organization listed below is obligated to maintain the confidentiality of the information.
- Organization: _____

Signature of Patient or Legally Authorized Representative (if patient is a minor or unable to sign) _____/_____/_____
DATE (mm/dd/yyyy)

Printed Name of Legally Authorized Representative (if patient is a minor or unable to sign)

Relationship to Patient: Spouse Parent Next-of-Kin Legal Guardian DPOA for Healthcare


70-10167	VER: A/14 HIM: 6/14	UMHHC Medical Record	 University of Michigan Hospitals and Health Centers	Authorization to Allow Electronic Access to my Electronic Health Record (EHR)
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Exhibit B

University of Michigan Health System Confidentiality Attestation

The University of Michigan Health System (UMHS) is committed to excellence and leadership in patient care, education and research. As a non-employee, I understand that I also play a vital role in the success of the UMHS mission and that I will be held accountable for compliance with UMHS policies and procedures governing the confidentiality and security of Protected Health Information (PHI.) The following summarizes the standards that UMHS requires me to uphold:

Protecting the Confidentiality and Security of Information.

The safeguarding of proprietary and protected health information (PHI) is a vital part of UMHS's commitment to serve patients, employees and the community. Therefore, access privilege for non-employees to information systems and to the electronic medical record is granted only if a clear and justifiably valid business or clinical need exists and only for a renewable term of one year, unless otherwise terminated by UMHS.

- I may have access to proprietary or confidential information about patients ("sensitive information"). This information must be treated by me in a confidential and secure fashion.
- I will access only the PHI of those UMHS patients with whom there exists a current treatment relationship or who have scheduled an appointment for treatment.
- I will not access, release, or share sensitive information – even demographic screens with addresses and phone numbers – unless doing so is a necessary part of my assigned duties.
- I will not reveal any of my passwords or share access with others.
- If I use a portable electronic device (e.g., laptop), I will ensure that it meets HIPAA security standards and acknowledge that I am responsible for maintaining the security of such information in accordance with HIPAA. If I am unsure whether the device is compliant, I will consult with my supervisor/employer before using such device.
- I have completed and understand the HIPAA training required for my position by my organization/employer.

I agree to immediately report suspected noncompliance to my supervisor.

- I will cooperate with any investigation of possible noncompliance and will not withhold relevant information.

I understand that my access to UMHS systems may be audited at any time and may be terminated at any time by the UMHS Privacy Director. I understand that if I do not keep PHI confidential, or if I allow or participate in inappropriate disclosure or access to PHI, I will be subject to immediate disciplinary up to and including dismissal.

- I understand that unauthorized access, use, or disclosure of PHI may violate federal or state laws, and may result in criminal and civil penalties against me personally or against my employer.

By signing this document I certify that I have read and agree to abide by the Standards as stated above.	Date
Printed name:	
Signature:	User / Site Affiliation Name:

Exhibit C

University of Michigan Health System User Site Administrator

The University of Michigan Health System (UMHS) is committed to excellence and leadership in patient care, education and research. I understand and will be held accountable for compliance with UMHS policies and procedures governing the confidentiality and security of Protected Health Information (PHI) and agree to communicate UMHS policies and procedures to the User and Workforce.

As the Authorized User Site Administrator, I understand the following summarizes my responsibilities under this Agreement in support of my User and Workforce use of the UMHS EHI.

- Reviewing all User Site Administrator training materials related to Workforce support, system functions and Provider Portal navigation
- Submitting account requests for all Workforce members utilizing Provider Portal system tools as described in training materials
- Ensuring the information contained in the account request is correct and complies with all UMHS policies and request standards
- Ensuring the Workforce are the same person(s) that the account request claims
- Reminding all users to secure their log in information
- Reminding all users to complete their training
- Communicating Workforce requirement to secure patient signed authorization for access to Restricted Department records
- Answering first line Workforce questions regarding the Provider Portal use, navigation and policies
- Resetting Workforce passwords
- Completing User Site Validation requests
- Deactivating Workforce in a timely manner once they depart the organization and communicating same to UMHS

By signing this document I certify that I have read and agree to abide by the Standards as stated above.		Date
Printed name:		
Signature:	User / Site Affiliation:	
User / Site Affiliation Address:	User / Site Affiliation Email Address:	
Telephone Number (day):	Telephone Number (cell):	

**NEW ACCOUNT REQUEST FORM
For the Site Administrator User**

Specify the type of INDIVIDUAL user for the Site Administrator: *(pick one)*

- Provider with In Basket** – Requires NPI and License Number. All communications will be sent via Provider Portal InBasket message. If the provider works at multiple sites this option should be used.
- Provider with Fax** – Requires NPI and License Number. Results and Discharge Summaries will be sent via fax. All other communications will still be delivered via Provider Portal InBasket.
- Clinical Access** – Use for any Non-Provider staff members that need access to patient information.
- Non-Clinical Access**– Use only For Site Admins that do not need access to patient information..

NOTE: Once the account is active, the Site Administrator will onboard all additional users using these 4 choices, as well.

PRACTICE NAME: _____

SITE NPI: _____

Site Administrator Name [Last, First]: _____

Date of Birth: _____

Unique Work E-mail: _____

Your unique Email name is used as Provider Portal login username and is required. Provider Portal updates and communication may be sent to this email address. Group resource email addresses cannot be used.

Work Phone: _____ Work Fax: _____

Address: _____

City: _____

State: _____ Zip: _____

Privacy Officer (Name & Contact information):

Is this Site Administrator a Provider? ___Yes (fill out the following) _____No

NPI : _____

License #: _____

License State: _____