



Mental Health Electronic Medical Record Access Agreement for UTRGV - School of Medicine

This Agreement is entered into on this _____ day of _____ 20_____, by and between UTRGV School of Medicine and _____ (User).

UTRGV School of Medicine makes accessible to authorized users its Electronic Medical Record System (the "EMRS") which contains a broad range of electronically stored mental health information about patients, including Protected Health Information as herein defined; and

For the sole and specific purpose of providing healthcare and/or healthcare services, User requires access to mental health information which is stored in UTRGV School of Medicine's EMR; and

UTRGV School of Medicine wishes to allow User to have access to the EMR's so that User may access such medical information needed by User to provide healthcare and/or healthcare services for patients;

In consideration of the mutual promises contained herein, the parties agree as follows:

I DEFINITIONS

- A. Protected Health Information or PHI shall have the same meaning as the term "protected health information" in 45 CFR 160.501. PHI includes patient-identifiable clinical and demographic information in any form (electronic, paper, or oral).
- B. Treatment is defined in 45 CFR 164.501.
- C. User means the individual who is authorized to have access to UT Health RGV EMR/EHR system.

II TERMS OF ACCESS

- A. Information, including Protected Health Information, accessed and/or retrieved from the EMR, is intended only for the review and/or use of the authorized user for legitimate business needs. Access and/or retrieval of mental health information from the EMR for any other purpose is expressly prohibited.
- B. User's access to the mental health record will be recorded electronically, and EMR access and use may be audited by UTRGV School of medicine at any time on a random basis or for cause. Users consent to having all or any part of their use of and access to UTRGV School of medicine EMR recorded, audited or reviewed at any time.

III. AGREEMENTS AND CONDITIONS OF ACCESS AND USE

In consideration for use of the EMR, User agrees to the following terms and conditions:

- A. To access protected health information only for the purpose of providing healthcare or for providing healthcare services; for non- treatment purposes, users will access the minimum amount of information needed in de-identified format;
- B. To not share or give his/her authentication credentials (USERID or password) to any other individual, or to fail to take appropriate measures to safeguard his/her authentication credentials;
- C. To not use or disclose Protected Health Information other than as permitted or as required bylaw;

- D. To use appropriate safeguards and practices to prevent use or disclosure of the Protected Health Information other than as provided for in this Agreement, including but not limited to the following:
- User will not download or copy/paste medical record documents to a computer or external device.
 - If documents are printed for patient care, they should be kept secure while in use and shredded when no longer needed.
 - Printed documents may not be removed from the healthcare facility.
 - Patient information may not be left displayed on the computer screen. The user will log out of the application before leaving the computer.
- DI. To mitigate, to the extent practicable, any harmful effect that is known to User of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement;
- DII. Disclosure of Protected Health Information of which he/she becomes aware which would violate the terms of this Agreement;
- DIII. To comply with all applicable federal and state laws and regulations which protect the confidentiality of Protected Health Information;
- DIV. To not act or fail to act in a way that would cause UTRGV School of medicine to be non-compliant with applicable federal or state laws or regulations which protect the confidentiality of protected health information;

IV. COMPLETION OF HIPAA EDUCATION

User agrees and warrants, as an express term of this Agreement, that s/he shall complete HIPAA training and fully comply with its Privacy procedure.

V. TERMINATION

Except otherwise stated, the UTRGV School of medicine has the right to immediately terminate this agreement and discontinue access to the EMR/EHR at any time for any reason.

VI. INDEMNIFICATION

User shall be responsible for any breach of this agreement, whether by User or by User's agents, representatives, or employees. User shall defend, indemnify, and hold UTRGV School of medicine harmless from all damages, costs, expenses and fees (including attorneys' fees) resulting from such breach.