**Updated Individual User Access Agreement** (V.1.19.2022)

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant)

Name of Sponsor (if different than Participant): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Employee or Representative of Participant to Use UCLA EHR System:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print Full Name) (Job Title)

The UCLA Health (“UCLA”) is committed to protecting the privacy and security of individually identifiable health information and other protected health information (“PHI”) of a confidential nature. Information pertaining to patients and other sensitive information must be held in strict confidence.

I, the above-referenced User, hereby acknowledge that I will be granted access to PHI maintained in UCLA’s HealthLink Electronic Health Record (“EHR”) through the UCLA HealthLink web portal. The EHR is used to store confidential PHI of UCLA patients, and includes but is not limited to, clinical information, including progress notes and laboratory testing results.

I understand that my access to any UCLA EHR information will be governed by the “*Electronic Health Record Access Participation Agreement*” entered into between UCLA and the Participant identified above (the “Agreement”) and this “*Individual User Access Agreement*” (“User Agreement”).

By signing this User Agreement, I acknowledge that I understand and agree to the responsibilities regarding access and protection of confidential information as follows:

1. UCLA will issue me a unique username/access code that will not be reassigned to any other individual. Upon logging in for the first time, I will change the system-assigned password to one known only by me. I understand that my password should be at least 8 characters long and the UCLA policy will be followed regarding the password.

2. Using this unique username/access code and password, I will be granted access to UCLA PHI and other confidential information through the EHR.

3. I will protect the privacy, confidentiality and security of the PHI used and accessed from the UCLA HealthLink portal in accordance with all applicable state and federal privacy and security laws and regulations.

4. I will comply with the privacy, confidentiality, and security policies of UCLA as identified within the Agreement.

5. I will only access and use UCLA PHI that is reasonably necessary for me to perform the duties required.

6. **I will not in any way divulge, save, copy, print, record, photograph, download, export, screenshot, release, sell, loan, alter and/or destroy any PHI except as permitted by law and properly authorized by the policies of the Participant.**

7. I will not electronically transmit PHI.

8. I will not misuse or neglectfully care for PHI. I will safeguard all PHI and will not attempt to gain access to information for which I am not authorized. Where my authorized use or communication of PHI results in incidental disclosures, I will use appropriate safeguards to minimize the degree of these incidental disclosures.

9. If my employment or association with the Participant terminates for any reason during the course of my access to UCLA HealthLink. I will not attempt to access any information on the UCLA HealthLink site after my termination.

10. I will safeguard and will not disclose my access codes, passwords or any other authorizations I may have that allow me to access PHI to anyone. I will accept responsibility for all activities performed under my access codes, passwords or other authorizations.

11. I will not use the access codes or passwords of another individual to access PHI.

12. I will be responsible for any misuse, wrongful disclosure or failure to safeguard

PHI as a result of my actions or behavior.

13. I will not access my own medical record. I will not access the medical records of my family members or friends, if I am not involved in their care or treatment.

14. **I understand that my activities and access to the EHR are monitored and audited by UCLA.**

15. I acknowledge that my failure to comply with this User Agreement may result in termination of access to the EHR as well as disciplinary action imposed by my employer which may include termination of employment.

16. I also acknowledge that I and /or the Participant may be subject to civil or criminal penalties as described by federal / state law.

17. I understand my responsibility to report to my employer and UCLA any known or suspected inappropriate access, use, or disclosure of PHI that I observe or of which I am aware.

**I hereby acknowledge that any breach of the responsibilities and/or conditions of the terms of my access as defined above may be subject to access suspension, employer notification and disciplinary action, and may be subject to civil and/or criminal charges, as applicable. Reinstated of suspended access will be subject to the requirements, training and fees associated with new user access, as determined at UCLA’s discretion. I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms.**

**Signature of Person Receiving Access**:

(“User” signature)

(Print Name)

Date: