



User Identification and Information Technology Access Agreement

☐ NEW ACCOUNT ☐ RENEWAL ☐ DEACTIVATION ☐ MODIFICATION REASON: _____

Marshall Health Network, Inc. (MHN) and information technology users including employees, external users, faculty, students, volunteers, contractors, consultants, and vendors. All users are responsible for adhering to this agreement and all information security and privacy laws, policies, and contracts. Examples of such laws, policies, contracts, and licenses include Health Insurance Portability and Accountability Act (HIPAA); laws governing libel, privacy, copyright, trademark, obscenity, and child pornography; the Electronic Communications Privacy Act and the Computer Fraud and Abuse Act; and all applicable software licenses. By signing this document, you confirm that you are fully aware of the duties and responsibilities inherent in computer access and the confidentiality involved, which are included, but not limited to, the following statements:

1. I understand it is my responsibility to maintain the secrecy to all of my User Access Accounts and passwords so to prevent others from using my electronic signature, I will also not attempt to learn or use another individual's User Access Account and password.
2. I understand my User Access Accounts are equivalent to my legal signature (under West Virginia statutes), and I will be accountable for all work documented under these accounts.
3. I understand all Electronic Protected Health Information (ePHI) Information stored on a computer or device is confidential and must be treated to the same standard as health information in the patient chart. I will only access, use, or disclose an Individual's Protected Health Information (PHI) with whom I have a health care relationship; for treatment, payment processing, or other necessary business related to the patient in the performance of my duties.
4. Upon completion of work on any MHN owned device, I will ensure that my user accounts are "logged off" to prevent unauthorized use or otherwise lock devices when left unattended. I will keep mobile devices physically secured at all times and will not leave MHN devices in an unattended state such as restaurants, vehicles, airports etc...
5. I understand and agree that any misuse of any MHN and/or any of their facilities user accounts, systems and/or devices shall result in a violation and could subject me to disciplinary actions up to and including termination or result in cancellation of my access privileges.
6. I understand and agree that MHN and/or any of their facilities will not be held responsible for any harm that might occur as the result of me revealing my Account information to anyone, and that any breach of this agreement could result in criminal actions.
7. I will use caution with social media sites taking care to never disclose/post confidential information or photos (e.g., patient, financial, other employee, etc.) in any form. I will ensure that appropriate patient-provider boundaries are maintained with patients and their families.
8. Use of personal devices (e.g., laptop, phone, tablet, or other device) or services (e.g., DropBox, Google Docs, personal email, etc.) attached to any MHN and/or any of their facilities network or used for any MHN business must align with MHN policies. I understand that any device suspected to have contributed to a security incident may be confiscated, including personal devices.
9. I understand and agree that I will be responsible for keeping any personal device up to date with protection programs (antivirus, Spyware, etc) running on any personal system which may access MHN and/or any of their facilities network.
10. I understand and agree to hold MHN and/or any of their facilities harmless for any and all damages to any personal devices, hardware and/or software as a result of the electronic access, storing, retrieval or transmittal of information.
11. I understand that MHN and/or any of their facilities reserves the right to monitor, restrict or censor access to any and all of its systems.
12. At the time of departure from MHN and/or any of their facilities, whether through resignation or termination, I will be expected to return all organization-owned information, including but not limited to documents, electronic files, hardware, software, access cards, and any other assets containing organizational data.
13. If any of the following situations or issues arise, please contact the appropriate Information Services team.
CHH (304) 526-2626, SMMC (304) 526-1267, HIMG (304) 528-4600 ext. 4425
 - a. If there is any reason that someone has acquired and/or compromised my user account/password on any system, I will immediately change my password, if possible, contact Information Services or the appropriate System coordinator to have my password changed.
 - b. I will immediately notify the appropriate IS support of changes required to my legal signature necessitated by changes in my name, job class and/ or qualifications.
 - c. When using any hospital asset, I will abide by the software licensure agreement for each software application. If I should become aware of unlicensed software, I will inform the Information Services team immediately.
 - d. I agree that in the event I have a change of status affecting my computer access requirements at my facility, I will inform the Information Services team immediately to either modify or delete my User Account, or if necessary to reset my password.

By my signature, I hereby certify and agree that it shall be my responsibility to ensure that the confidentiality of patient information is maintained at all times I understand and agree that all information submitted is accurate and will be for internal MHN and/or any of their facilities use only. Non-compliance has the potential of the following: (a) disciplinary actions by Marshall Health Network, Inc. and/or any of their facilities up to and including termination of employment or relationship with Marshall Health Network, Inc. and/or any of their facilities and (b) civil and criminal penalties imposed by either the federal or state government and/or supporting enforcement bodies and (c) civil and criminal litigation brought about by affected parties.

LAST NAME	FIRST NAME	MIDDLE
Birthdate (MM/DD/YYYY)	Start Date (MM/DD/YYYY)	Last 4 digits of SS#
E-mail Address	Phone Number	Department
Personal E-mail Address	Cell Phone Number	
Facility/Office/Company	Facility/Office/Company Address	Job Title

Are you or have you ever been an of Employee of MHN or any of their facilities? Yes ☐ No ☐ If yes, which facility _____
What was your User Access logon? _____ Access Requested _____ **Internal Use:** Non-employee access end date _____

Signature _____ Date _____

Originated: 12/2022 Reviewed: _____ Revised: 11/2023