

Ohio Department of Health

Request to Become an Ohio Department of Health (ODH) Designated Hospital Registration EpiCenter User and Data Use and Confidentiality Agreement

Step 1: Fill out the demographic information below for the person who is requesting access to the Ohio EPICENTER system. All of the fields **must** be completed to be granted access to the system.

To be filled out by the person requesting access to the system (Please Print):			
Requester's Name:	First	Middle	Last
Health Department:	Region:		
Position/Title:			
Work Address:			
City:	State:	Zip:	
Telephone:	e-mail address:		

Step 2: The person requesting access must read, agree to, and sign the Data Use and Confidentiality agreement below.

Data Use & Confidentiality Agreement for Ohio Hospital Registration EpiCenter Data

READ CAREFULLY– The Ohio Department of Health is committed to protecting the privacy and security of individual identifiable health information and other information of a confidential nature for the hospital organization. As an Ohio Department of Health designated Ohio EpiCenter user, authorized to access Ohio EpiCenter, the requester holds a position of trust relative to this information and must recognize the responsibilities entrusted to him/her in preserving the security and confidentiality of this information. Information pertaining to patients and other sensitive information must be held in strict confidence.

The Ohio EpiCenter information is collected for public health disease control and disease surveillance. Information in Ohio EpiCenter is protected health information. Confidentiality requirements that apply to this data include, but are not limited to applicable state, county, city and federal regulations.

All Ohio EpiCenter system account holders and authorized users are required to read the following data use and confidentiality agreement and acknowledge acceptance of the terms herein by signing where indicated.

An authorized user agrees to abide by the terms and conditions as written in the individual Data Use and Confidentiality Agreements signed between the Ohio Department of Health and applicable hospital/hospital system. These terms and conditions include the following taken from the agreements:

- a) Permitted Uses of the data:
 - i) Hospital data as defined in the Agreements with the Ohio Department of Health, is for use in connection with public health surveillance & investigation purposes and practice as permitted by and pursuant to Health Insurance Portability and Accountability Act of 1996 (HIPAA) and for no other purpose.
 - ii) Except as described in section a.iii, below, Health Monitoring Systems may only provide access to Hospital Data to the Authorized Users designated by the Ohio Department of Health in the form of summaries by rates and counts, or time trended or spatially aggregated

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summaries, and only when combined with data of other health systems participating in the Project.

- iii) When an alert is generated by the automatic detection algorithms of EpiCenter, or when manual inspection of aggregate data viewed through the EpiCenter interface identifies a cluster of patients with a higher than expected rate of symptoms, the Ohio Health Department designated authorized users may have access through the EpiCenter interface to the name of facility or hospital, gender, age, home zip code, work zip code, and chief complaint for each patient in the suspicious cluster for public health investigation purposes as permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - iv) Each Party shall use the Confidential Information of the other Parties only for the purpose of performing the public health surveillance and investigation functions of the Project as permitted by HIPAA and for no other purposes whatsoever.
 - v) Each Party shall strictly limit access to the relevant portions of the Confidential Information of the other Parties to such of its employees as delineated herein who have a need to know such portions of the Confidential Information regarding the Project.
- b) Assurances:
- i) The Receiving Party shall not use or further disclose to any person or entity Hospital Data or Confidential Information other than as permitted by the Agreement or as otherwise required by law.
 - ii) The Receiving Party shall use appropriate safeguards to prevent use or disclosure of Hospital Data or Confidential Information other than as provided for by the Agreement.
 - iii) The Receiving Party shall report to the Hospital any use or disclosure of Hospital Data that is not provided for in, or is in violation of, this Agreement of which it becomes aware. Furthermore, the reporting Party, if responsible for the use or disclosure in violation of this Agreement, shall cease such activity and to the best of their abilities, take appropriate steps to address and mitigate the cause and effects of the use or disclosure in violation of this Agreement.
 - iv) The Receiving Party will not attempt to identify the individuals whose information is contained in the Hospital Data or attempt to contact the individual except as provided in a.iii above.

An authorized user's conduct may threaten the security and confidentiality of this information. It is the responsibility of every user to know and understand the following:

1. Users must not make or permit unauthorized use of any information in Ohio EpiCenter.
2. Users must not divulge or share login ID or password.
3. Ohio EpiCenter is for use in connection with public health surveillance & investigative purposes and practice as permitted by and pursuant to HIPAA and for no other purpose. Users must not access, request others to access, or allow others to access Ohio EpiCenter for non-public health surveillance purposes.
4. Users must not seek to benefit personally or permit others to benefit personally by any information contained in Ohio EpiCenter.
5. Users must not aid, abet, or act in conspiracy with another to violate any part of this code.
6. Authorization for access to Ohio EpiCenter may be terminated at any time and specifically when a user's employment is terminated, when access to the data is not required for work related responsibilities, or when the user has been found in violation of this agreement.
7. Both the individual user and the public health agency by which they are employed have an obligation to protect the confidentiality and security of the information in Ohio EpiCenter.

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8. Users must report any violations of this Ohio EpiCenter confidentiality and security code to the ODH Privacy Officer (Socrates Tuch, 614-466-4882) immediately.

I have read and understand the Ohio EpiCenter Code of Responsibility for Security and Confidentiality of Data. I will abide by this code and will protect all Ohio EpiCenter records and data as confidential.

Requester's Signature	Date
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Step 3: Requester's Authorizing Agent (e.g., Agency Health Commissioner or Agency Bureau Chief) read and sign below.

I have reviewed the information on this form, and find it to be correct to the best of my knowledge. The user requesting access to Ohio EpiCenter is either employed by, contracted by, or otherwise performing public health surveillance work in collaboration with this agency, and has need for access to the system. I understand that the user will have access to hospital data that may include personal identifiable health information, and agree to be bound by all appropriate data use and confidentiality agreements. I understand that it is my responsibility to assure that the requester/user named above abides by this agreement. In the event that the requester, named above, is no longer employed at this agency or changes job duties not requiring access to Ohio EpiCenter, the Ohio Department of Health, Public Health Informatics and Vaccine Preventable Diseases Chief will be contacted by me or a designee to update/terminate user status.

Authorized Signature	Title (Please Print)	Date
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Step 4: This request should be mailed or faxed (614-564-2499) to the Ohio Department of Health at the address below. ODH must retain the originals of this form. If faxed, please mail the originals as soon as possible. Requesters will be notified by e-mail when access is granted.

Lily Tatham
 Bureau of Infectious Diseases
 Supervisor of Public Health Informatics and Vaccine Preventable Diseases
 6th Floor, 35 Building
 Ohio Department of Health
 246 N. High St.
 Columbus, OH 43215

Step 5 : (ODH Use ONLY)

This request has been reviewed at ODH and access to EpiCenter limited to the above named region is recommended.

_____ Ohio EpiCenter Coordinator, Ohio Dept. of Health _____

Lily Tatham Date