



October 6, 2016

TO: Kings Provider Network/SUD Contracted Providers

FROM:  Lupe Ponce Wong, SUD Program Manager
AOD Administrator

POLICY & PROCEDURE: ELECTRONIC SIGNATURE

If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with federal and state requirements and those outlined in

- DMH Letter No. 08-10 <http://www.dhcs.ca.gov/formsandpubs/MHArchiveLtrs/MH-Ltr08-10.pdf>
- PPL NO. 16-010 http://www.dhcs.ca.gov/formsandpubs/Documents/ACLSS%20PPLs/2016/PPL_16-010.pdf
- 42 CFR 438.242 <https://www.law.cornell.edu/cfr/text/42/438.242>

Access to SUD Electronic Health Record system (s) may only be granted by designated staff. Contractor must submit staff updates, including changes in roles or new or separated staff, to the SUD Administrator within 24 hours.

- SUD Contracted staff utilizing an Electronic Health Record System must sign and abide by the terms of the Kings County Behavioral Health SUD Electronic Signature Agreement (See attached)
- Users of the EHR system must inform the AOD administrator in writing within 24 hours if they know or suspect that their signature has been compromised. The AOD administrator will inform the appropriate staff of the suspected issue for review.
 - Access may be reinstated if a review finds that the compromised signature was not the fault of the signer, did not result in a breach of PHI, or was not a violation of the electronic signature agreement.
- To protect the integrity of the Electronic Signatures the AOD administrator or their designee will review user access on a regular basis and deactivate any accounts that have not been used within 90 days.

cc: www.kcbh.org/KPN
Mary Anne Ford Sherman, Director



ATTACHMENT

KINGS COUNTY BEHAVIORAL HEALTH SUD ELECTRONIC SIGNATURE AGREEMENT

This Agreement governs the rights, duties, and responsibilities of Kings County Behavioral Health staff and contract providers in the use of an electronic signature in Kings County. The undersigned understands that this Agreement describes my obligations to protect my electronic signature, and to notify appropriate authorities if it is stolen, lost, compromised, unaccounted for, or destroyed. I agree to the following terms and conditions:

- I will use my electronic signature to establish my identity and sign electronic documents and forms.
- I am solely responsible for protecting my electronic signature.
- If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify SUD Administrator or his/her designee and request that my electronic signature be revoked.
- I will then immediately cease all use of my electronic signature.
- I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.
- I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way.
- I understand that I may also request revocation at any time for any other reason.
- If I have requested that my electronic signature be revoked, or I am notified that someone has requested that my electronic signature be suspended or revoked, and I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.
- I further agree that, for the purposes of authorizing and authenticating electronic health records, my electronic signature has the full force and effect of a signature affixed by hand to a paper document.

Requestor Signature: _____ NPI: _____

Requestor Printed Name: _____

Approver Signature: _____ Date: _____

Title: _____ Date: _____

County Signature: _____ Date: _____

Title: _____