CONFIDENTIALITY AGREEMENT
FOR ANYONE ACCESSING ELLIOT HEALTH SYSTEM ELECTRONIC DATA

THIS CONFIDENTIALITY OF INFORMATION AND COMPUTER ACCESS CODE AGREEMENT (hereinafter "agreement") is entered into with the Elliot Health System by the undersigned employee, physician, employee or agent of a physician, contractor, and/or consultant (such person who is executing being hereinafter referred to as the "undersigned"). The undersigned agrees to comply with all EHS policies and procedures regarding acceptable use of all EHS resources, including but not limited to personal computers, email, voicemail, phones, and the internet.

ACKNOWLEDGMENT AND AGREEMENT: EHS will issue the undersigned a unique username and they will select a unique password and when appropriate, will be issued a token for remote access. Using this unique access code, the undersigned will be granted access to patient information through the electronic health record system. In consideration for such access, the undersigned acknowledges and agrees to the following:

(1) As an individual who has been granted access rights to any data application, including EHS's Electronic Health Record, you have a duty to protect the confidentiality of patient information. Therefore, any patient information that the undersigned is exposed to within the course of his/her interactions with EHS, including patient information accessed through the electronic health record system, shall be treated by the undersigned as highly confidential. Patient information should not be accessed by or disclosed to anyone whose current professional duties do not require such access.

(2) The undersigned shall not access, use or disclose patient information in a manner that would violate State or Federal privacy laws, including but not limited to HIPAA.

(3) Use of the undersigned's username or password by anyone other than the undersigned is forbidden under any circumstances. The undersigned shall not disclose their username or password and will not write down or otherwise document this information so that it could be obtained or accessed by others. All access must be through such individual's own username and password, and the undersigned will not attempt to learn or access any information using another user's credentials. If the undersigned learns or has reason to believe that others may know their username or password, it is the undersigned's obligation to immediately notify EHS's Information Systems Department. If the undersigned learns or has reason to believe that any person has made or attempted any unauthorized access to the electronic health record system, the undersigned must immediately report this information to their direct supervisor and EHS's Information Systems Department.

(4) When the undersigned accesses patient information through the electronic health record system, he/she will not allow any unauthorized person to view the patient information. When the undersigned leaves the physical vicinity of a device upon which he/she has logged onto the electronic health record system, the undersigned will ensure that he/she properly logs out or secures the system. The undersigned understands that they will be held accountable for all activities undertaken using their credentials if they fail to logoff the computer systems.

(5) The undersigned is authorized to utilize any EHS application, including the electronic health record system, only in connection with those patients for whom the undersigned has a direct treatment relationship or whose job responsibilities require such access (or, in the case of an employee of a physician or contractor, in connection with the patients of his/her employer-physician). This expressly prohibits the undersigned from accessing their own personal medical records or those of family members, friends, colleagues, or anyone of public interest. At no time shall the undersigned utilize the electronic health record system for any reason other than its intended use, which is to perform professional duties respecting the undersigned's patients.

(6) The undersigned will ensure that appropriate security measures are implemented and maintained respecting any device utilized by the undersigned to access the electronic health record system. The undersigned agrees that he/she will not cause or permit any patient information to be electronically downloaded, forwarded, saved (to CD's, DVD's, USB drives, portable hard drives, etc.) or otherwise stored on any such device (other than to the provider's own electronic medical record of the patient). The undersigned will take all reasonable and practical measure to minimize the risk of unauthorized access to the electronic health record system through such PC, device or system. In addition, any patient information that is printed must be stored in a secure locked area when not in use and properly disposed of (shredded, not discarded in trash) when the paper copy is no longer needed.

(7) The undersigned acknowledges the right of EHS to audit the undersigned's use and access of any EHS data application including the electronic medical record and that EHS has the right to revoke the access of the undersigned to the EHS electronic medical record at any time.

(8) Any actual or attempted access by the undersigned to patient information other than those patients with whom the undersigned has a direct treatment relationship shall constitute a breach of this agreement, for which EHS may seek such legal action and damages as may be allowable under applicable law. Additionally, any such breach shall subject the undersigned to disciplinary action by EHS, including, but not limited to termination of employment, revocation of the undersigned's privilege to utilize the electronic health record system and, in the case of physicians, corrective action under the EHS medical staff bylaws and applicable rules and practices. In the case of the group practice for which the person(s) committing the breach is employed, suspension or termination of the entire groups privileges to utilize the electronic health record may result.

_____ _____

Name (Signature) **Date**

_____ _____

Name (Printed) **Department**

ADDITIONAL PHYSICIAN OR BUSINESS ASSOCIATE AGREEMENT

(1) Any physician or business associate who designates an employee or contractor for purposes of having a username and password issued to such employee shall have the responsibility to immediately notify EHS's Information Systems Department in the event the employment of such employee is terminated or in the event of any other change in circumstances that would make such employee's continued access to the electronic record system potentially inappropriate.

(2) Any physician or business associate requesting that a username and password be issued to their contractors or other 3rd party business partners (example, billing contractor) accepts responsibility for ensuring their partner's adherence to all EHS security policies and procedures when handling confidential patient information. In addition, any breach of privacy or security that results from any act or omission by such a partner may result in disciplinary action taken against the sponsoring medical staff member, and/or their group practice. The security practices of business partners should be periodically reviewed to ensure that EHS patient information in their possession is adequately protected and properly disposed of when no longer needed, especially when the outsourced relationship has expired or been otherwise terminated.

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Authorizing Physician (if above is an employee of an non EPN MD) **Date**

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Name (Printed)

_____ _____

Authorizing Agent (if above is contractor or outsourced billing agent) **Date**

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Name (Printed)