

CONFIDENTIALITY AND USE AGREEMENT

Practice Name: _____

Date: _____

_____ grants the above named Practice the ability to permit its employees to access, through the _____ system, certain electronic medical records (including copies and portions thereof) maintained by _____ (hereinafter "Electronic Medical Records"), subject to Practice's compliance with the terms and conditions set forth below.

1. Practice acknowledges that Electronic Medical Records contain sensitive patient and clinical information, the confidentiality of which is protected by various laws, regulations and policies. Practice agrees that when any member of its staff accesses any Electronic Medical Record, that staff member will comply with all existing policies and procedures concerning the security and confidentiality of Electronic Medical Records. Practice further agrees that it will comply with the Health Insurance Portability and Accountability Act of 1996 and related regulations, as they may be amended from time to time, as well as any other applicable law, and that it will provide to _____ all necessary documentation related to its staff's compliance.
2. Practice shall not permit any member of its staff to access any Electronic Medical Record except to the extent necessary to provide services to patients with whom a physician within Practice has a treatment relationship, provided however that each staff member permitted access shall have first executed his or her own Confidentiality and Use Agreement.
3. Practice agrees to not permit the transmission of any Electronic Medical Record over the Internet (whether through electronic mail, file transfer protocol or other means of electronic transmission) except through use of the _____ system, by means of an electronic mail account provided and maintained by _____, or by any other method approved by _____.
4. Practice agrees that it will not permit the saving or copying of any Electronic Medical Record to any portable media storage device such as a USB drive, CD, DVD, or flash memory.
5. Practice agrees that access via the _____ system will be permitted only through the use of a desktop or laptop computer, or by a handheld or portable digital assistant device such as a Blackberry, Treo or iPhone approved in advance for such access by _____. User agrees to comply with any security requirements that _____ may issue from time to time concerning computers or devices used for access. Such requirements are hereby incorporated by reference. User agrees that in the absence of any requirements issued by _____, it will ensure that the computer from which access is being made will have functioning, up-to-date antivirus and firewall software, and that any handheld or portable digital assistant device used for access will be locked

by a password when not in use. In no event shall Practice permit access to any Electronic Medical Record using a public computer, such as in an Internet cafe' or library.

6. Practice agrees to safeguard any Issued tokens, usernames and passwords, and agrees that it will not permit any of its staff to write down their username and password on the same piece of paper or otherwise place such username and password in an area where it may be intercepted by another person. Practice agrees that It will not release or permit the use by any unauthorized person, any issued token, username, or password. Practice agrees to notify the _____ Service Center immediately if it becomes aware or suspects that any person has unauthorized access to any issued token, username, or password or if any issued token becomes lost or stolen.
7. Practice agrees to not permit any use or access of any Electronic Medical Record, either on _____ premises or remotely, by any member of its staff not needing such access in connection with a particular treatment relationship. Practice further agrees to require that members of its staff fully log out of the _____ system immediately upon the staff member's completion of that session of use of the system.
8. Practice agrees to permit access to Electronic Medical Records only of those individuals with whom one or more of Practice's physicians has a treatment relationship. Practice also agrees to permit access only to the amount of the Electronic Medical Record necessary to perform the job functions related to that treatment relationship, by a particular authorized individual. Practice agrees that its staff members are strictly prohibited from accessing non-patient information. Any other access requires the express permission of _____.
9. Practice agrees that it shall not permit access to any Electronic Medical Record for "curiosity viewing" or "surfing" of patient records. Practice agrees that this includes viewing Electronic Medical Record of children, other family members, friends or coworkers, unless access is necessary to provide services to patients with whom Practice has a treatment relationship.
10. Practice agrees that its obligations under this Agreement will continue in the event that _____ terminates Practice's access to the Electronic Medical Records addressed under this Agreement.
11. In its sole discretion, with or without cause, _____ shall have the unconditional right to terminate Practice's access to any or all Electronic Medical Records immediately and without prior notice. As applicable, Practice understands that any breaches of this Agreement may be referred to the appropriate peer review process as a breach of confidentiality as defined in the Bylaws of the Professional Staff or the Disciplinary Action Policy, with or without notice at _____'s solo discretion.
12. _____ SHALL NOT BE RESPONSIBLE OR LIABLE FOR PRACTICE'S INABILITY TO ACCESS ANY INFORMATION ELECTRONICALLY, WHETHER BY REASON OF HUMAN ERROR, ACT OF NATURE,

TECHNICAL FAILURE OR INCOMPATIBILITY, OR ANY OTHER CAUSE. _____ SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING AS A RESULT OF _____ TERMINATION OF THIS AGREEMENT.

13. PRACTICE AGREES TO DEFEND, INDEMNIFY AND HOLD _____ HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT AGAINST _____ ARISING FROM THIS AGREEMENT OR PRACTICE'S ACCESS TO THE _____ SYSTEM.
14. This Agreement together with any documents referred to or incorporated herein constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. _____ may amend the terms of this Agreement by providing notice of such amendments to Practice, and continued access by Practice or its employees thereafter shall constitute acceptance of such amendments. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
15. This Agreement shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of _____, not including its choice-of-law provisions. The federal or state courts in _____ County _____ shall constitute the sole and exclusive venue for any legal proceeding arising out of the Agreement, and Physician hereby consents to the personal jurisdiction of such courts in respect to any legal proceeding arising out of this Agreement.

HEALTHCARE SYSTEM

PRACTICE

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title