

CONFIDENTIALITY and USAGE AGREEMENT REGARDING STAFF ACCESS TO ELECTRONIC MEDICAL RECORDS

Lexington Health, Inc. d/b/a Lexington Medical Center (hereafter referred to as "Hospital") is committed to protecting the privacy and security of individually identifiable health information and other protected health information of a confidential nature for the Hospital (collectively, " confidential information"). By executing this document, the Authorized Official listed below is representing that the site (hereafter referred to as "Organization") has an established duty with patients for whom confidential information may be kept and maintained by Hospital. Accordingly, the Authorized Official is requesting access to the Hospital's electronic medical record system ("EMR") to view and/or print information only for patients with whom the Organization has an established relationship and only if such access is relevant to the Organization's duties of such patient. Based on those representations, Hospital is willing to grant such access, in accordance with the following terms and conditions.

Name of Organization: _____ Phone #: _____

Address: _____

Authorized Official for Practice: _____

(Title)

Carelink Site Manager Name: _____

Carelink Site Manager E-mail Account: _____

A Confidentiality and Usage Agreement must be on completed for each employee requesting access.

The Organization further acknowledges the following:

(A) No staff member may access records of a patient if the Organization does not have a duty with the patient or if the records are not relevant to the Organization's work processes.

(B) The only individuals who are authorized to have access to the EMR as described in (A) above are authorized representatives who are employed by the Organization. The Organization's authorized representatives must be designated by the site manager, and shall only be entitled to access the EMR while in the employ and under the direct supervision of the Organization for whom the individual is the authorized representative. Access to the EMR is limited to authorized representatives with a need to know, to the extent necessary, to perform their Organization's Office related duties.

(C) Access will only be attempted from the location listed above. The Organization's office shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement to prevent PHI form loss, misuse, or unauthorized alteration or destruction. This includes the use of up- to-date antivirus and security patching on all devices used to connect to the EMR.

(D) The Organization's Office shall, upon becoming aware of any use or disclosure of PHI in violation of this agreement, immediately report any such use or disclosure to Hospital's Compliance / Privacy Office.

The Organization will provide, to the extent possible, any information required to support breach notification requirements as applicable under 45 C. F. R. § 164.404(c).

(E) The Organization acknowledges and agrees that the Organization's authorized representatives can access medical records by using an individual identification account that will be assigned by Hospital to him or her. The Organization acknowledges and agrees that when an authorized representative's identification account is used to gain access to an EMR, the identification account, time of access, and the name of the patient whose medical record was accessed will be recorded. All authorized representatives who have access to the EMR will be assigned an individual password in order to access medical records. The Organization may not authorize any other representatives to have access to the EMR or for representatives to use a password not specifically assigned to that representative.

(F) The Organization acknowledges and agrees that they must hold all confidential information in confidence and not disseminate any of the accessed information for any purpose other than patient care and authorized insurance purposes. The Organization acknowledges and agrees that any violation of the confidentiality of medical information by the Organization may result in a violation of State and Federal law including but not limited to, HIPAA (The Health Insurance Accountability and Accountability Act of 1996). The Organization acknowledges and agrees that Hospital will be harmed in the event an unauthorized representative/s obtains access to confidential information under this Agreement. Accordingly, the Organization

shall indemnify and hold Hospital harmless from any claim, suit, demand, or penalty, including, without limitation, attorney's fees, for any harm suffered by Hospital that is a result of the Organization's violation of this Agreement or Organization's violation of applicable state or federal laws and regulations, including, without limitation, HIPAA.

The Organization represents and warrants that it will review this Agreement on an annual basis with all of its authorized representatives who have access to the EMR under the Agreement. The Organization represents and warrants that its authorized representatives acknowledge and agree with the content and information contained in this Agreement. The Organization acknowledges and agrees that the Organization shall be responsible for any violation of the Agreement by its authorized representatives. The Organization acknowledges and agrees that it will cause each of the employed authorized representatives to have access to the EMR to be contractually bound by the specific terms of this Agreement to which the Organization acknowledges and agrees may be enforced to the benefit of and by Hospital as a third party beneficiary. The Organization will insure that such contractual provisions are enforced. The Organization will provide the Hospital with evidence of compliance.

(G) The Organization acknowledges and agrees that when orders are entered on behalf of a healthcare provider, the Organization will provide copies of the order to Hospital when requested. Employees of the Organization will not submit orders on behalf of the provider without a signed order.

(H) The access for any authorized representative who is no longer affiliated with the Organization shall terminate immediately. The Organization shall notify Hospital immediately when authorized representative is no longer affiliated with the Organization.

(I) The Organization acknowledges and agrees that any information accessed from the EMR is confidential and must not be disclosed to others unless the patient's authorized representative explicitly consents to such disclosure.

My signature below signifies I have read and understand the "Confidentiality & Usage Agreement Regarding Access to Electronic Medical Records" in its entirety. I hereby agree to the obligations as outlined in the Agreement

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Printed Name of Authorized Official

Title

Signature of Authorized Official

Date

- R-12/2012
- R-06/2013
- R-06/2020
- R-02/2023
- R- 11/2023