

CONFIDENTIALITY and USAGE AGREEMENT REGARDING STAFF ACCESS TO ELECTRONIC MEDICAL RECORDS

OCCUPATIONAL HEALTH CLIENT SITE

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

Name of Client: _____

Phone #: _____

Address: _____

Authorized Official for Client: _____

(title)

Carelink Site Administrator Name: _____

Carelink Site Administrator E-Mail Account: _____

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

The Client further acknowledges the following:

(A) No staff member may access records of a patient if the Client does not have a duty with the patient or if the records are not relevant to the Client'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 or contracted with the Client. The Client's authorized representatives must be designated by the site manager, and shall only be entitled to access the EMR while in the employ of or under active contract with the Client and under the direct supervision of the Client for whom the individual is the authorized representative. Access to the EMR is limited to authorized representatives, on a need to know basis, to the extent necessary, to perform their Client's related duties.

(C) Access will only be attempted from the location listed above. The Client shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement to safeguard PHI from 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 Client shall, upon becoming aware of any use or disclosure of PHI in violation of this agreement, immediately report any such use or disclosure to Healthcare Facility's Compliance / Privacy Office.

The Client 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 Client acknowledges and agrees that the Client's authorized representatives can access medical records by using an individual identification account that will be assigned by Healthcare Facility to the individual. The Client 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 Client 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 Client 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, authorized insurance purposes, and other lawful activities. The Client acknowledges and agrees that any violation of the confidentiality of medical information by the Client may result in a violation of State and Federal law including but not limited to, HIPAA (The Health Insurance Portability and Accountability Act of 1996) and OSHA (the Occupational Safety and Health Administration). The Client acknowledges and agrees that Healthcare Facility will be harmed in the event an unauthorized representative obtains access to confidential information under this Agreement. Accordingly, the Client shall indemnify and hold Healthcare Facility harmless from any claim, suit, demand, or penalty, including, without limitation, attorney's fees, for any harm suffered by Healthcare Facility that is a result of the Client's violation of this Agreement or Client's violation of applicable state or federal laws and regulations, including, without limitation, HIPAA and OSHA.

The Client 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 Client represents and warrants that its authorized representatives acknowledge and agree with the content and information contained in this Agreement. The Client acknowledges and agrees that the Client shall be responsible for any violation of the Agreement by its authorized representatives. The Client acknowledges and agrees that it will cause each of their authorized representatives that have access to the EMR to be contractually bound by the specific terms of this Agreement to which the Client acknowledges and agrees may be enforced to the benefit of and by Healthcare Facility as a third party beneficiary. The Client will ensure that such contractual provisions are enforced. The Client will provide the Healthcare Facility with evidence of compliance.

(G) The access for any authorized representative who is no longer affiliated with the Client shall terminate immediately. The Client shall notify Healthcare Facility immediately when authorized representative is no longer affiliated with the Client.

(H) The Client 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, except as permitted by state, federal, or other applicable laws or regulations.

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.

Printed Name of Authorized Official

Title

Signature of Authorized Official

Date

09/2024