

## **Authorized User Confidentiality Agreement**

### Terms of Access to the Manifest MedEx Health Information Exchange (“MX”)

You have been identified by Participant (the hospital, clinic, physician’s office, health plan or other entity with whom you are affiliated) as an Authorized User who requires access to the health information exchange. MX agrees to provide you with access to the health information exchange only if you agree to the terms and conditions of this Confidentiality Agreement (this “Agreement”), which are intended to maintain the confidentiality, security and integrity of protected health information and other patient information (Patient Data) accessed via the health information exchange.

You are being provided with a user name and the ability to select a unique password (your Login Credentials) that will provide you with access to Patient Data available through MX. In order to be provided this access, you must agree to abide by the following rules:

- a) You will never reveal your Login Credentials to anyone.
- b) You will not allow others, including other staff members with whom you work, to access MX using your Login Credentials.
- c) If applicable, you will log out of MX before leaving your workstation to prevent others from accessing the system.
- d) You will not fax/print/email/download/copy/photograph or otherwise provide Patient Data to any third parties except in accordance with MX Policies and Procedures and applicable law. You will not make unauthorized copies of the Patient Data.
- e) You will not save Patient Data to portable media devices (such as CDs, USB drives, or handheld devices).
- f) You will not use MX or access or view any Patient Data except as required for your job with Participant. You will only access information as necessary to perform your professional obligations to a patient.
- g) You will notify your point of contact designated by the Participant immediately if you have reason to believe that your Login Credentials have been compromised.
- h) You will maintain the confidentiality of all information in accordance with state and federal laws governing the privacy and security of health information, including HIPAA, and in accordance with Participant’s privacy and security policies and procedures as well as the MX Policies and Procedures.

- i) You will not access MX via public-use workstations or devices. Public-use workstations and devices are those where general public access is allowed. HIPAA administrative, technical and physical security requirements cannot be applied and controlled on such devices.
- j) You attest that you have received from the applicable Participant HIPAA awareness training that meets or exceeds the minimum necessary standard for interacting with Patient Data as explained by the HIPAA Privacy Rule 45 CFR 164.502(b), 164.514(d).
- k) You attest that you have received MX Authorized User training.

Failure to comply with these terms and conditions may result in disciplinary actions against you, which may include without limitation, denial of your privileges to access Data and other actions in accordance with Participant's policies and the MX Policies and Procedures.

MX and Participant have the right at all times to review and audit your use of MX and compliance with the terms of this Agreement.

This Agreement grants you a nonexclusive, nontransferable right to use MX. This right is specific to you. You may not share, sell or sublicense this right with or to anyone else.

**THIS IS A BINDING AGREEMENT.** By clicking "Accept", you agree to comply with all terms and conditions for access to Patient Data under this Agreement and all MX Policies and Procedures. This Agreement must be signed annually.