Confidentiality Agreement for Access to BMC ChartLink

I understand that Boston Medical Center ("BMC") has granted me access to BMC ChartLink. By signing below, I accept responsibility to protect confidential data/information (e.g. protected health information ("PHI") and/or personal information ("PI")) from inappropriate use or disclosure. All access to BMC ChartLink shall be subject to the following conditions and limitations:

- 1. I will protect the privacy, confidentiality, and security of the Protected Health Information ("PHI") and Personal Information ("PI") accessed from BMC ChartLink in accordance with federal and state privacy laws and regulations.
- 2. I have read and will comply with BMC's privacy, confidentiality, and security policies, including the attached "Confidentiality and Use of Information" (Policy # 02.03.000) and "Release of Medical Records and Protected Health Information" (Policy # 02.02.000).
- 3. I also will comply with the privacy, confidentiality, and security policies of my own employer or the school training program with which I am affiliated.
- 4. I will be the only one to use my login username and will not share or disclose my password(s) with anyone for any reason. Similarly, I will not use the login username or password(s) of another individual to access BMC ChartLink.
- 5. I will contact BMC's Privacy Officer at (617) 414-1800 immediately in case of an actual or suspected breach of confidentiality involving information obtained via BMC ChartLink, whether by me or any other person or if I suspect my login information has been compromised and/or shared inappropriately.
- 6. In case of an actual or suspected breach of confidentiality involving information obtained via BMC ChartLink, I agree to cooperate with BMC in every reasonable way to investigate such breach and to regain possession of such information and prevent its further unauthorized use or disclosure.
- 7. I understand that my access may be monitored and audited by BMC, and that all activities performed under my login username will be attributed to me.
- 8. I will secure applications, safeguard systems and equipment, and lock my workstation or device to prevent damage, theft, and/or unauthorized use. I will be responsible for any misuse, wrongful disclosure, or failure to safeguard PHI or PI as a result of my actions or behavior.
- 9. I will not electronically transmit PHI or PI in a manner that is not secure. I will not download or copy/paste information from BMC ChartLink to an unencrypted computer or portable device.

- 10. I will not access PHI or PI on BMC ChartLink for any purpose outside my job responsibilities. For example, I will not access my own medical record or the medical record of co-workers, friends, family members, or any other person for personal reasons or out of curiosity or concern.
- 11. I will not attempt to gain access to information for which I am not authorized. Where my authorized uses or communications of PHI or PI result in incidental disclosures, I will use appropriate safeguards to minimize the degree of these incidental disclosures.
- 12. I understand that I cannot discuss or disclose PHI or PI to any person unless I am acting within the scope of my job responsibilities, or I am otherwise authorized by this Confidentiality Agreement, BMC's privacy policies, or federal/state law. Further, I understand that I cannot copy, print, photograph or take any written notations of PHI or PI stored in BMC ChartLink for non-business use.
- 13. If my employment ceases during the course of my access to BMC ChartLink or my participation ceases in the school training program with which I am affiliated, I will return all accumulated PHI or PI to my employer.
- 14. I understand that in the event I inappropriately use, disclose, or breach this Confidentiality Agreement, BMC has the right to immediately terminate my access, with or without notice, and may deny me future access to its systems. I also understand that I and/or my employer may be subject to civil or criminal penalties as described by federal/state law as a result of such inappropriate use, disclosure, or breach.
- 15. I understand that I have a responsibility to immediately notify my supervisor and BMC's Privacy Officer of any suspected and/or known violation of this Confidentiality Agreement.
- 16. I understand that I will be notified of any modifications to this Confidentiality Agreement for Access to BMC ChartLink electronically on BMC ChartLink's entry page if and when such modifications occur. I understand that by electronically accepting any modifications, by pressing the "Accept" link, I am indicating that I have reviewed, understand and agree to abide by any such modifications.

I have read and understand this Confidentiality Agreement.	Please Print Clearly
Signature of Person Receiving Access:	
Print Name of Person Receiving Access:	
Job Title:	
Name of Employer/School:	
Date:	_
Do you have a BMC Logician account? YES • If Yes, current BMC Logician Username:	NO
Current BMC Active Directory Account (AD Username	·):
Email:	