

## ACCESS TO EJGH INFORMATION SYSTEMS

### CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT**, effective \_\_\_\_\_, 20\_\_\_\_, is entered into by \_\_\_\_\_ (“3rd party provider”) as a condition to being granted access to hospital information systems containing confidential business or patient medical record information (PHI).

#### “HIPAA” Compliance:

To the extent required by the federal regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, Public Law No. 104-191 (“HIPAA”), as such regulations may be amended or interpreted from time to time 3rd party provider does hereby assure Hospital that he/she will appropriately safeguard individually identifiable protected health information made available to or obtained pursuant to this Agreement (“PHI”). Without limiting the obligations of 3rd party provider otherwise set forth in this Agreement or imposed by applicable law, 3rd party provider agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity he/she performs while on site at Hospital, specifically 3rd party provider shall:

1. Not access, use, or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Hospital any use or disclosure of PHI not provided for by this Agreement of which 3rd party provider becomes aware;
4. Ensure that PHI provided to any persons by 3rd party provider complies with the minimum necessary and need to know requirements for the purpose for which the information is shared;
5. Make PHI available to others only in accordance with applicable law;
6. Return or destroy any PHI maintained in any form and retain no copies.
7. Make available information required by hospital to provide an accounting of disclosures pursuant to applicable law;
8. Report to Hospital any security incident of which 3rd party provider becomes aware; and
9. Indemnify and hold East Jefferson General Hospital harmless from any and all liability, damages, costs and expenses, including attorney fees, resulting from any negligent act or omission by 3rd party provider arising out of the access to information granted.

**THIS DONE AND SIGNED** on the date shown below.

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Print Name

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Signature