

NemoursLink Practice User Agreement

Pursuant to the NemoursLink Practice Agreement (the "Practice Agreement") between The Nemours Foundation ("Nemours") and _____ ("Practice"), a copy of which has been furnished to me, the Practice has authorized me to act as a User of the Service. My signature below certifies that I have read the Practice Agreement and I agree to follow and abide by its terms. I understand that the definitions provided in the Practice Agreement also apply to this User Agreement. As a condition of being granted access to Nemours' Data utilizing the Service, I additionally acknowledge, consent and agree to the following terms and conditions:

1. Login/Password: I will be given a temporary password to access the Service. I will select and enter a password known only to me the first time I use the Service, and will change my password at least every six months, or more frequently, if requested by Nemours. I will not share my assigned login or password or disclose the same to others. If I believe that another person has obtained my password, I will immediately change my password and inform my supervisor that my password may have been compromised. My supervisor will notify the Technical Liaison. I understand that Nemours may terminate my access to the Service at any time.

2. Privacy: I have no right of privacy when using the Service. Nemours may directly, or through third parties, inspect, test and/or audit my compliance with the terms of the Practice Agreement and this User Agreement.

3. Patient Privacy: I understand the Service provides secure access to Nemours Data, including Protected Health Information. I will take all reasonable and necessary precautions as required by HIPAA to maintain the security and privacy of any PHI that I access through the Service. Specifically:

- (a) I will not access or use the Service for any purpose other than for the Permitted Uses under the Practice Agreement;
- (b) I will take precautions to ensure that patients, visitors, and other unauthorized persons are not able to see my computer screen during my use of the Service;
- (c) I will not disclose to any third party, transfer to any third party, sell to any third party, or otherwise permit or facilitate third party access to Nemours' Data other than as permitted by the Practice Agreement; and,
- (d) I will report to my supervisor any unauthorized access, use or disclosure of any portion of Nemours' Data of which I become aware, who will report it to the Nemours Privacy Officer at privacy@nemours.org or (904) 697-4287;

4. Service Components: I further agree that:

- (a) I will not alter the Service software or Nemours' Data in any way. If I believe the software has been altered or suspect that there has been unauthorized data alteration or destruction, I will stop using the Service immediately and report the problem to my supervisor, who will report it to the Technical Liaison.
- (b) I will not copy or use Nemours' Data (which includes the NemoursLink Manual, the Plan Agreement, this User Agreement, and any NemoursLink documents or forms) for any purpose other than for the Permitted Uses under the Practice Agreement.
- (c) I will not use any Nemours' Data with the intent to negatively impact the competitive advantage of Nemours in the marketplace;

5. Term of User Agreement: This User Agreement takes effect on the date on which it is signed below and will remain in effect until my access to the Service is terminated. I understand my obligations under Sections 3c, 4b and 4c survive the termination of the User Agreement.

Any questions I have regarding the Practice Agreement and this User Agreement have been answered. I agree to abide by the terms of these agreements.

User's Printed Name

User's Signature

Date

NemoursLink Practice User Agreement

This form must be completed by each individual NemoursLink User. Each individual NemoursLink user must register to receive their own password. Passwords cannot be shared.

**Asterisk indicates required items.*

Individual User Access Information:

*First Name: _____ Middle Initial: _____ *Last Name: _____

*Credentials: _____ DEA Number (if assigned): _____

*Practice Name: _____

*Practice Street Address: _____

*City: _____ *State: _____ *Zip: _____

*Email Address: _____ *Confirm Email Address: _____

NemoursLink User Security Question: * (Select a password reset question by checking one box below)

- | | |
|---|--|
| <input type="checkbox"/> What is your favorite pet's name? | <input type="checkbox"/> What is your favorite color? |
| <input type="checkbox"/> What is your mother's maiden name? | <input type="checkbox"/> What is your date of birth? |
| <input type="checkbox"/> In what city were you born? | <input type="checkbox"/> What is your favorite restaurant? |
| <input type="checkbox"/> In what year did you graduate high school? | <input type="checkbox"/> What is your favorite animal? |
| <input type="checkbox"/> What was your high school mascot? | <input type="checkbox"/> What is your favorite book? |
| <input type="checkbox"/> What is the name of your favorite sports team? | <input type="checkbox"/> What is your favorite candy bar? |

*Answer to password reset question: _____

NemoursLink User Signature:

The information I have filled out above is correct and I have signed the User Agreement:

Print User's Name

User's Signature

Date