

**CONFIDENTIALITY AGREEMENT REGARDING  
ACCESS TO  
ELECTRONIC MEDICAL RECORDS**

THIS AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_ between Carol Milgard Breast Center (aka CMBC) and \_\_\_\_\_ is entered into by the parties in order to set forth the responsibilities and obligations of each regarding the ability of the Practice to access an electronic medical record (EMR) of CMBC, as follows:

**Section 1: CMBC Agreements**

CMBC agrees to provide the Practice access to its EMR maintained on computer systems under the control of CMBC (the "CMBC Systems") on the terms and conditions of this agreement.

The extent of the EMR to which the Practice is given access, and the conditions of such access, shall be determined by CMBC in its sole discretion.

**Section 2: Practice Agreements**

(A) Practice shall include any physician (hereafter referred to as "physicians") practicing within the Practice, and all employees (hereafter referred to as "physician authorized representative") authorized by a physician in the Practice to have access to the EMR under the terms and conditions of this Agreement.

(B) The Practice is allowed access to medical records of patients for whom its physician(s) is/are either the attending physician(s) of record, consulting physician(s) of record, covering physician of record or the patient's primary care physician of record. The Practice and each physician agrees not to attempt to access, or permit any physician authorized representative to access, any medical records of patients for whom its physician(s) is/are not physician(s) of record.

(C) The only individuals who are authorized to have access to the EMR described in Section 2(B) are physicians and physician authorized representatives who are employed by the Practice and who have signed Exhibit "1" to this Agreement. The physician authorized representative must be designated by a physician member in the Practice, and shall only be entitled to access the EMR while in the employ of the Practice and under the direct supervision of the physician for whom the individual is the authorized representative. Access to the EMR is limited to authorized persons with a need to know, to the extent necessary, to perform their patient care related duties.

(D) The physician and physician authorized representative can access medical records by using an individual identification number ("IIN") that will be selected by him or her. The Practice understands that when an authorized IIN is used to gain access to a EMR, the identification number, time of access, and the name of the patient whose

medical record was accessed will be recorded. The Practice will not authorize any other individuals to have access to the EMR or permit an individual to use an IIN not specifically assigned to that individual.

(E) The Practice agrees that it is solely responsible for the confidentiality of any patient medical information obtained from the CMBC System and the Practice understands and agrees that it must hold all medical information in confidence and not use or disclose any of the accessed information for any purpose other than treatment, payment or operations purposes as permitted under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and applicable state law. The Practice understands that any violation of the confidentiality of medical information by the Practice may result in a violation of State and Federal law and may result in a claim for damages and/or punitive action. The Practice also agrees to review the provisions of this Agreement on an annual basis with all physicians and physician authorized representatives.

### **Section 3: Term**

(A) This Agreement will continue in effect from the date hereof until terminated by the Practice or CMBC. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party, provided CMBC may immediately terminate access to EMR by the Practice in the event of a material breach of this Agreement by the Practice or in the event the continued access to EMR, in CMBC's sole discretion, is deemed to jeopardize the security or privacy of any patient's medical information.

(B) If CMBC or the Practice terminates the Agreement, the IINs of each physician and physician authorized representative will become inactive and he/she will no longer have access to the EMR.

(C) A physician who is no longer employed by the Practice is considered to have terminated the Agreement. A physician authorized representative who is no longer employed by the Practice and under the direct supervision of a physician, is considered to have terminated the Agreement. The Practice agrees to notify CMBC immediately upon the termination by/of the physician and/or physician authorized representative.

### **Section 4: Indemnification**

(A) The Practice agrees to indemnify CMBC, and its officers, directors, employees and agents for, and hold CMBC, and its officers, directors, employees and agents, harmless from, any liability, claims, demands, judgments, and expenses arising out of or related to the use of an IIN assigned to a physician or physician authorized representative, or the access to, or use or disclosure of, any EMR by any physician or physician authorized representative.

(B) Each physician agrees to indemnify CMBC, and its officers, directors, employees and agents for, and hold CMBC, and its officers, directors, employees and agents, harmless from, any liability, claims, demands, judgments, and expenses arising out of or related to the use of an IIN assigned to physician or a physician authorized representative acting on behalf of physician, or the access to or use or disclosure of any EMR by physician or a physician authorized representative acting on behalf of physician.

**Section 5: Miscellaneous**

(A) This Agreement shall be governed by Washington law.

(B) This Agreement is intended to provide the terms and conditions upon which CMBC will provide access to EMR to Practice and is not intended to impose any duties or responsibilities upon CMBC, and CMBC expressly disclaims any warranties of any kind or nature relating to the EMR.

(C) The Practice agrees that the access to EMR is provided as a convenience to the Practice and on an "as is, where is" basis. CMBC makes no warranties or representations that EMR requested by Practice will be accessible through the CMBC Systems.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Carol Milgard Breast Center

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Representative

By: \_\_\_\_\_  
Its: Physician/Physician Authorized

Exhibit "1"

**ADOPTION OF CONFIDENTIALITY AGREEMENT REGARDING ACCESS TO  
ELECTRONIC RECORDS BY PRACTICE MEMBER**

I, \_\_\_\_\_, the physician, or the physician authorized representative, have read and understand the "Confidentiality Agreement Regarding Access to Electronic Medical Records" (the "Agreement") in its entirety. I hereby adopt the Agreement and agree to all the obligations described for the physicians as outlined in the Agreement, and any amendments agreed upon by the Practice.

Date: \_\_\_\_\_

\_\_\_\_\_  
Physician/Physician Authorized Representative

\_\_\_\_\_  
Medical Practice Name