

APPENDIX C

AGREEMENT TO USE TDC INFORMATION TECHNOLOGY AND SOFTWARE IN A RESPONSIBLE FASHION

The Doctors Clinic	INTERGY SOFTWARE AGREEMENT TO USE TDC INFORMATION TECHNOLOGY & SOFTWARE IN A RESPONSIBLE FASHION
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The following specific agreement to use The Doctors Clinic (“TDC”) information technology and systems is applicable to all Intergy EHR Software Users granted access privileges.

I agree that I will comply with the relevant policies, procedures, standards and rules of TDC and explicitly understand that:

- TDC provides access to its information technology and Software to support the mission of TDC. My use of the information technology and Software shall comply with all applicable laws, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material; Authorized personnel within TDC have the right to access all messaging sent through the Software. I expressly understand that I have no right of privacy with respect to such messaging.
- I am responsible for maintaining the security of any passwords issued to me, and I will not share those passwords with anyone. I will not allow anyone else to use my user sign-on or password to access information. I understand that my sign-on and password is the equivalent of my signature, and I will be accountable for all activity associated with my sign-on and password. I will not attempt to learn any other user sign-on or passwords nor will I use any other identification codes or passwords other than my own. If I have reason to believe that my identification code or password is known, lost or stolen, I will immediately notify the TDC Help Desk.
- I will not access data on myself or any member of my family unless such access is specifically required as part of my responsibilities while working for my employer. Access to my personal medical record and the records of my family members is prohibited without proper authorization from the TDC Help Desk. I will contact the Help Desk if I need to obtain information from my or my family member’s medical record.
- I will not access data on patients for whom I do not have direct medical, billing or other operational responsibility. I will not at any time use, access, for purposes of inquiry, manipulation, deletion or alteration any data outside the scope of my job responsibility. I will not disclose to others (including co-workers, friends, and family members) any patient information, business, financial, or other confidential information for any purpose outside the scope of my job responsibility. I will not intentionally damage, corrupt, or inappropriately delete any data or computer programs. I understand that this obligation survives termination of employment or contractual relationship. I understand that my privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
- I will protect to the fullest extent the patients’ right to confidentiality of all medical and personal information. I will immediately notify the TDC Help Desk upon witnessing any unauthorized persons accessing or attempting to access the Software.
- I understand my activity using the Software is tracked and TDC may review my activity. I agree to cooperate with any investigation regarding this activity.
- TDC retains in its sole discretion the right to limit, restrict, and discontinue any access privileges granted to me at any time. I understand that any violation of this agreement will result in termination of this agreement and can have serious implications for my employer, the patients involved and me.

I have read and agree to the above.

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Print User Name

User Signature

Employer

Date