



Confidentiality Agreement for Access to BMC ChartLink

I, request that Boston Medical Center (“BMC”) grant me access to the BMC ChartLink Portal for the purpose of viewing records of my patients seen at BMC. By signing below, I agree to be bounded by the terms and conditions of this agreement. 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, including the Health Insurance Portability and Accountability Act (HIPAA).
2. 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.
3. 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.
4. 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.
5. I understand that I may not access or use ChartLink to generate copies of medical records pursuant to subpoena, patient request, or other reason. I will immediately refer all third party requests from legal sources such as subpoenas or court orders which appear to encompass ChartLink records to which I have access to the BMC Privacy Officer. However, I may provide records from my institution that include ChartLink health information that has been incorporated into the designated record set or legal medical record of my institution. I agree to refer patients and other requesters to the Boston Medical Center Health Information Management Department.
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 not share or disclose my User ID, passwords or other methods that allow access to BMC ChartLink, to anyone, at any time. 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 (using unencrypted device, etc). I will not download or copy/paste information from BMC ChartLink to a computer or portable device unless the device is both encrypted and password protected.
10. I will not access PHI or PI on BMC ChartLink for any purpose outside my assigned 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 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. I will not maintain any copies of the PHI or PI in any format. I shall notify my Chartlink Site Administrator to notify BMC to deactivate my account to prevent further access.
14. I understand that in the event that I inappropriately use or disclose confidential information, this breach violates this Confidentiality Agreement and Federal and State laws, and also constitutes unprofessional conduct. Any such actions, therefore will grant BMC 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. This may include subjecting me to disciplinary or corrective action, up to and including, termination of Medical Staff membership or privileges, reporting by BMC to professional licensing boards, civil or criminal charges, and disciplinary action by my professional licensing or certifying board.
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.
17. I understand that upon being granted access to BMC Chartlink I have a responsibility to review and complete the online training material that has been posted on Chartlink.

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: _____

BMC Active Directory Account (AD Username): _____

Organization Issued Email: _____

Signature of Off-Site Designee Approving Access:

The Following Definitions Apply To This Agreement:

Protected Health Information ("PHI") means individually identifiable health information that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI can be oral, written, electronic, or recorded in any other form.

Personal Information ("PI") means a Massachusetts resident's first and last name or first initial and last name in combination with one or more of the following: Social Security number; driver's license or state ID number; or financial account/credit or debit card number which permits access to a resident's financial account.

Confidential Information means information that is created, maintained, transmitted or received by BMC in ChartLink and includes, without limitation, Protected Health Information ("PHI"), Electronic Protected Health Information ("ePHI"), other patient information, workforce member information, employee, physician, medical, financial and other business-related or software vendor private information in any form (e.g., electronic, verbal, imaged or written).