

CONFIDENTIALITY AND PASSWORD AGREEMENT

You have requested access to the Carolinas HealthCare System CareConnect health information exchange (“Database”) and/or the Administrative Secure Email account (“Direct Messaging Account”) made available by Carolinas HealthCare System CareConnect to the facility at which you provide health care services (the “Facility”). Each of the Database and the Direct Messaging Account requires a password for access. Information contained in the Database and/or the Direct Messaging Account includes patient identifiable and confidential information, and the confidentiality and integrity of that information must be preserved. Before you will be given access, you must agree to the terms of this Agreement, as well as agree to comply with the Carolinas HealthCare System CareConnect Privacy Policy and Terms of Use, each of which are located on the Carolinas HealthCare System CareConnect website and are incorporated herein by reference.

As a condition to receiving access to the Database and/or the Direct Messaging Account and the confidential information contained therein, I agree to comply with the following terms and conditions:

(Initial each of the following statements)

- _____ 1. I understand that the obligations in this Agreement apply regardless of whether I have been provided with my own unique user log-in identification and password, which is equivalent to my legal signature, or whether I have been authorized to use the log-in identification and password provided to the Facility.
- _____ 2. I will only access the Database and/or the Direct Messaging Account while performing duties related to my position with the Facility. I will not disclose the access information to anyone, nor allow any unauthorized person to access the Database and/or the Direct Messaging Account using the access information.
- _____ 3. I am responsible and accountable for all entries and all retrievals of information that I make in or from the Database and/or the Direct Messaging Account. I understand that if I have been provided individual access information, I am also responsible and accountable for all entries and retrievals of information that another person makes using my access information, and that if I have been authorized to use the Facility’s access information, I share responsibility and accountability with other users of the Facility’s access information.
- _____ 4. If I have reason to believe that the confidentiality of the access information has been compromised for any reason, I will immediately notify a member of the Facility’s management team so that passwords can be reset.
- _____ 5. I will comply with the most current Carolinas HealthCare System CareConnect Privacy Policy and Terms of Use at all times, as well as the other policies, procedures and rules of Carolinas HealthCare System CareConnect applicable to access to and use of the Database and/or the Direct Messaging Account, including those relating to confidentiality of information and user identification and passwords.
- _____ 6. Any data available to me will be treated as confidential information, and I will comply with the confidentiality requirements of HIPAA and state law. I will be careful to limit my use and disclosure of the information I access in the Database and/or the Direct Messaging Account.
- _____ 7. I understand that I have no right or ownership interest in any confidential information, and that I cannot use it for any purpose other than as properly required by my job.
- _____ 8. I agree that my obligation to keep the information confidential survives the termination, expiration, or cancellation of my access, and that the unauthorized use or disclosure of confidential information and the access information is prohibited indefinitely, even after termination of my employment or

business relationship with the Facility or Carolinas HealthCare System CareConnect.

- _____9. I understand that inappropriate access to or use of my or anyone else's access information for the Database and/or the Direct Messaging Account could result in immediate termination of my access, as well as possible criminal or civil sanctions or liabilities.

I understand that if I violate any of the above terms, I may be subject to disciplinary action (including discharge or loss of privileges), termination of access to the Database and/or Direct Messaging Account, and/or legal action for monetary damages or injunction, or both, as well as any other remedy available to the Facility or Carolinas HealthCare System CareConnect.

User Name: _____ Date: _____
(Print First and Last Name)

User Signature: X _____ Facility Name: _____