

CONFIDENTIALITY AGREEMENT

Oklahoma Cancer Specialists and Research Institute confidentiality agreement for referring physician access to online patient information

As a referring physician, you may have access to medical information from Oklahoma Cancer Specialists and Research Institute (which is hereinafter referred to as OCSRI), and you will have access to what this agreement refers to as "confidential information." The purpose of this agreement is to help you understand your duty regarding the treatment of confidential information.

For purposes of this agreement, confidential information includes, but is not necessarily limited to, patient information, medical images, and reports.

Confidential information is valuable, sensitive and is protected from unauthorized disclosure both by law and by OCSRI policies. The intent of these laws and policies is to ensure that confidential information will remain confidential - that is, this information will be used only as necessary to provide authorized patient care.

As a referring physician, you hereby agree to conduct yourself in strict conformance to applicable laws and OCSRI's policies governing confidential information. Your principal obligations in this area are explained below. You hereby agree to read and to abide by these duties. The violation of any of these duties may result in disciplinary action by OCSRI which might include, but is not necessarily limited to termination or limitation of your access to confidential information. In addition, should such disclosure violate State or Federal law, such disclosure may also result in civil and/or criminal liability.

OCSRI will not disclose protected health information unless it has first executed this signed confidentiality form.

If OCSRI becomes aware of a pattern of activity or practice of a referring doctor that constitutes a material breach or violation of this confidentiality agreement, OCSRI will take reasonable steps to cure the breach or end the violation.

If OCSRI is unable to correct or cure violation, it will terminate the agreement, where feasible. The Privacy Officer will have the authority to terminate access, subject to the approval of OCSRI's management. Where there are no feasible alternatives to the business associate or terminating would be unreasonably burdensome on OCSRI may choose not to terminate. If OCSRI finds that it is not practical to terminate, it must notify the Secretary of Health and Human Services of its decision.

Accordingly, as a condition of and in consideration of my access to confidential information, I understand and agree that:

1. There are state and federal laws or regulations that have established rights of confidentiality and security obligations regarding patient medical records and information.
2. If I am granted access, I will not share my login credentials with anyone else. I understand that any inquiries performed by me once access has been granted are referenced by my name via the unique login credentials. Furthermore, I agree to indemnify and hold OCSRI harmless from any claim, including expenses incurred by OCSRI relating to such claims arising out of my violation of this agreement.
3. I am responsible for protecting the patient's rights to confidentiality and for maintaining the confidentiality of patient information at all times, both at work and away, according to this confidentiality agreement.
4. I will use confidential information only as needed to perform legitimate duties as a referring physician and for no other purposes, including but not limited to:
 - a. Accessing confidential information for which I have a need to know;
 - b. Will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized by OCSRI.
 - c. Will not misuse confidential information or act in a careless fashion such that confidential information may be inadvertently disclosed.
5. I will report activities by any individual or entity that I suspect may inappropriately disclose or otherwise jeopardize the confidentiality of confidential information.
6. Obligations under this Agreement will continue after termination of access to OCSRI's confidential information. I further understand and agree that privileges hereunder are subject to periodic review, revision and, if appropriate, renewal.
7. I will be responsible for misuse or wrongful disclosure of confidential information and for failure to safeguard my access code or other authorization access to confidential information. I understand that your failure to comply with this Agreement may also result in other legal liability.

Please sign and fax to OCSRI IT Dept at 918-505-3280 or sign, scan and e-mail to IT.Group@ocsri.org

*Physician Signature

*Printed Name

*Date

*Address

*Telephone Number

*email address

Information used for creating Login Credentials

*Physician last 4 digits of social security: _____