



Physician/Support Staff Electronic Health Information Access, Confidentiality Agreement, and Application Terms of Use

Please note that any changes to this document will invalidate the Agreement

This Agreement is entered into this _____ day of _____, 20____
("Effective Date"), by and between _____ ("Physician") and Mayo Clinic ("Mayo").

This Agreement will address the expectations of Mayo with respect to Physician's remote access to Mayo's health information systems.

You must accept the terms of use agreement in order to use this site.

Terms and Conditions of Use

This site (the "service") is provided by Mayo Clinic in Minnesota, Wisconsin, Iowa, Arizona and Florida ("Mayo"), subject to your agreement with all of the terms and conditions offered below. Please read this agreement carefully before accessing or using the service. This Terms of Use Agreement constitutes a binding legal agreement between you ("physician") and Mayo. Mayo may modify this agreement at any time, and such modifications shall be effective immediately upon posting the modified agreement. Physician agrees to review the agreement periodically to be aware of such modifications, and physician's accessing or using the service constitutes physician's acceptance of the agreement as it appears at the time of physician's access or use.

WHEREAS, Physician intends to refer patients to Mayo for continuing care, and

WHEREAS, Physician has a need to remotely access the Mayo information system network to refer such patients and if authorized, access certain patient medical information.

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Physician and Mayo agree as follows:

1. Security Obligations and Remote Access by Physician

1.1 Confidential Information. In order to facilitate the referral of patients for continuing care with Mayo, Physician may receive or be granted access to Protected Health Information as well as other information that is confidential and proprietary information of Mayo, and which may include, but is not limited to, information relating in any way to Mayo employees, finances, and trade secrets. Such information, along with Protected Health Information shall be referred to as "Confidential Information" for purposes of this Agreement. Confidential Information shall be maintained in accordance with applicable law and Mayo policies and procedures, but in no event be provided less than a reasonable degree of confidentiality and care.

1.2 Security Obligations. Physician, when accessing Confidential Information via remote access, shall limit use of and access to Mayo's Confidential Information to such of Physician's employees and agents as are required to be involved in accordance with the terms of the Agreement, and who agree to abide by the terms of this Agreement.

1.2.1 Physician shall not: (a) use any Confidential Information to produce any products, publications or unauthorized materials or documents, (b) use any Confidential Information to provide any services except to patients, or (c) disclose any Confidential Information to third parties.

1.2.2 Physician agrees that all Confidential Information, as well as all intellectual property rights to such Confidential Information (including copyrights) is and shall remain the sole and exclusive property of Mayo.

1.2.3 Physician agrees that upon termination of his or her professional relationship with Mayo, Physician will destroy or return to Mayo any copies of any Confidential Information that are in Physician's possession.

1.2.4 Physician specifically agrees to comply with the following:

- Physician understands and agrees that the computer login provided by Mayo is equivalent to a LEGAL SIGNATURE and must not be shared or disclosed to any unauthorized persons.
- Physician agrees to utilize and access only the minimum amount of information necessary for performance of his or her professional responsibilities.
- Physician agrees not to access or request data on patients for whom he or she has no clinical/professional relationship.
- Physician will notify Mayo immediately upon receiving any Protected Health Information for any patient that is not under the Physician's care or the care of his employees or agents.
- Physician will suspend access when leaving a workstation to prevent unauthorized access.
- Physician will avoid accessing the Referring Physician Portal from any workstation that is of unknown electronic protection status (i.e., cafe or airport browser systems).
- Physician agrees not to electronically communicate clinical information to patients or others outside of the Mayo network.

1.3 Security Incidents. Physician assumes full responsibility for any loss, misuse, unauthorized disclosure or modification of Mayo's Confidential Information and the systems on which the Confidential Information is maintained caused by Physician or Physician's employees, agents and subcontractors. Physician shall establish and implement appropriate safeguards to protect the integrity and availability of Mayo's Confidential Information.

Physician should always exercise extreme care in protecting username and passwords and should never share or disclose passwords for any reason. Each approved user of the system should be issued a unique username and password. Mayo will provide automated means to periodically force password changes as deemed necessary by Mayo. Any incidents of unauthorized access, inadvertent disclosure or other security incidents by Physician or Physician's employees, agents or subcontractors shall be immediately reported to Mayo. Physician shall take all necessary action, at Physician's own expense, to mitigate damages either directly or indirectly resulting from any unauthorized use or disclosure of Confidential Information by Physician or Physician's employees, agents, or subcontractors. Mayo also reserves the right to require Physician to prohibit any employee, agent or subcontractor of Physician who has caused a security incident at Mayo from accessing Mayo's Confidential Information.

1.4 Remedies. Physician acknowledges that Confidential Information is special, unique, and extraordinary in character and that Mayo would be irreparably harmed by any use or disclosure of Confidential Information in violation of this Agreement. Physician agrees that damages cannot adequately compensate Mayo in the event of a violation of this Agreement and that injunctive relief would be essential for the protection of Mayo, its successors and assigns. Physician, therefore, agrees and consents that in the case of any such breach or violation, Mayo shall be entitled to such injunctive relief, without

bond, but with due notice, in addition to such further relief as may be available at equity or law. If Confidential Information is disclosed to a third party despite the best efforts of Physician, Physician will provide all reasonable assistance to Mayo in pursuing available remedies. Physician agrees to indemnify, defend, and hold harmless Mayo and its members, trustees, officers, directors, employees, and other agents from and against all losses, liabilities, damages, deficiencies, costs and expenses (including interest and penalties imposed or assessed by any judicial or administrative body, and reasonable attorneys fees) incurred by it or them and arising as a result of any unauthorized use or disclosure of Confidential Information by Physician or Physician's employees, agents or subcontractors.

2. Term and Termination

- 2.1 Term. The term of this Agreement shall commence as of the Date Physician accepts this terms of use agreement, and shall terminate upon thirty (30) days written notice to Physician from Mayo, or immediately upon written notice to Physician from Mayo if Physician violates any material term or condition of this Agreement.
- 2.2 Effect of Termination. Upon receipt of written demand from Mayo, Physician agrees to immediately return or destroy, except to the extent infeasible, all Confidential Information demanded by Mayo, including all such Confidential Information which Physician has disclosed to its employees, subcontractors and/or agents; provided however, that Mayo recognizes that for Physician's legal compliance purposes, a sole copy of certain Confidential Information may of Confidential Information is continuous and survives any need to be retained by Physician. Physician's obligations under this Agreement are with respect to the use, security and confidentiality termination of this Agreement.

- 3. **Disclaimers.** Physician understands AND agrees that Mayo does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service or any merchandise, information or service provided through the service. In no event will Mayo be liable to Physician, anyone else for any decision made or action taken by Physician or anyone else in reliance upon the information provided through the service. Physician understands and agrees that in no event shall Mayo be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of or relating in any way to this service, or sites accessed through this service, and/or content or information provided herein.
- 4. **Jurisdiction.** This agreement is entered into and performed in the states of Minnesota, Wisconsin, Iowa, Arizona or Florida, United States of America, and is governed by and shall be construed in all respects under the laws of Minnesota, Wisconsin, Iowa, Arizona or Florida, exclusive of its choice of law or conflict of laws provisions. Each party waives any jurisdictional, venue, or inconvenient forum objections to such court.

If any of the provisions of this agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect. This agreement constitutes the entire agreement between the parties pertaining to its subject matter. It may not be modified except as described elsewhere in this agreement. Anything in the service inconsistent with or conflicting with the terms of this agreement is superseded by the terms of this agreement.

- 5. **Intellectual Property.** The marks "Mayo," "Mayo Clinic," and the triple-shield Mayo logo are trademarks and/or service marks of Mayo or an affiliated Mayo entity. All rights are reserved. All other trademarks appearing on the service are the property of their respective owners. The entire contents and design of the service are protected by U.S. and international copyright laws.

Requestor

<input type="checkbox"/> Mayo Alumni <input type="checkbox"/> Specialty _____		<input type="checkbox"/> Physician <input type="checkbox"/> Nurse Practitioner <input type="checkbox"/> Physician Assistant <input type="checkbox"/> Registered Nurse <input type="checkbox"/> Allied Health Staff (A.H.S.) <input type="checkbox"/> Other	
If A.H.S. or Other, state job title		Unique Physician Identification Number	National Provider Identifier
Practice/Clinic Name			
Name (please print) - Last, First, Middle Initial			
Signature		Date (Month DD, YYYY)	
Clinic Address		Country	
City	State	ZIP Code	
Email Address	Phone	Fax	
Requested User Name (optional)			

Please fax this completed document to (904) 953-0759. Note: If faxing form, make sure to include both pages.