Systems Access Responsibility and Indemnification Agreement

FROM: __________________________________________________
(print name of CEO or managing partner)

OF: ____________________________________________________
(name of practice/organization/facility)

1. As employer/responsible party, I am requesting that you authorize access to the University of Rochester Medical Center (URMC) Information Systems for the individual(s) identified on the attached Exhibit A.

2. I understand that URMC holds my organization directly responsible for ensuring that all of our directors, officers, employees, agents and contractors who use the Information Systems comply with the terms of the “Systems Access and Confidentiality Agreement” (a copy of which has been provided to me or will be made available to me upon request). I also agree that the terms and conditions of the Systems Access and Confidentiality Agreement are hereby incorporated into this Agreement in their entirety.

3. On behalf of our organization, facility, practice or partnership, I agree that the organization, facility, practice or partnership will defend and indemnify URMC against any and all liability, claims, fines, penalties or damages (including reasonable attorney’s fees) that may arise in connection with (i) our breach of this Agreement or the Systems Access and Confidentiality Agreement; or (ii) the use or misuse of Information Systems by our employees, agents, contractors or business partners. This includes, but is not limited to, any fines or costs associated with a breach of this Agreement, including individual HIPAA breach notifications, credit monitoring, or other requirements imposed by URMC or federal or state agencies or entities.

4. I further agree that the disclosure of Confidential or Protected Health Information (PHI) in violation of this Agreement will cause URMC irreparable harm. URMC shall have the right to temporary and/or permanent injunctive relief from any disclosure or threatened disclosure of its Confidential Information/PHI in violation of this Agreement. This right to injunctive relief shall be in addition to other rights or legal remedies which URMC may have upon actual or threatened violation of this Agreement.
5. I understand that as with all users of the Information Systems, random audits may be performed. In the instance of an audit indicating involvement by any employees of this organization/facility in a suspected breach in confidentiality, I will be contacted by the URMC Privacy Officer to assist with the investigation. If the investigation confirms improper use of the Systems by one of our employees, agents or contractors, I will take appropriate administrative actions and/or sanctions commensurate with the infraction in accordance with our organization’s policies.

6. I agree to notify: a) the URMC Privacy Officer as soon as is reasonably possible after anyone in our organization learns of a suspected or confirmed breach of confidentiality by an employee or agent; and b) the URMC sponsoring department or Information Systems Help Desk (275-3200) when any employee with Information System access leaves our employment. I understand URMC reserves the right to deny, modify or rescind access to their Systems for any reason.

7. I represent and warrant that my organization: (1) is duly organized, validly existing and in good standing under the laws of the state of NY; (2) has duly authorized this Agreement by all requisite action; (3) has duly authorized me to execute this Agreement on its behalf; and (4) acknowledges and agrees that this Agreement constitutes a legal, valid and binding obligation upon it.

CEO or responsible Administrator signature: ________________________________

*The CEO or responsible Administrator must sign on the line above AND at the top of Page 3.

Date: ____________________

Organization/Facility/Practice Address: [Please Print] Phone number: __________________

____________________________________________

____________________________________________

____________________________________________

Access Requested for the following URMC System: ________________________________

*Fill out the spreadsheet on Page 3 (Exhibit A) electronically. The managing partner, CEO or responsible administrator must sign above as well as on the top of Page 3. Return all 3 pages with original signatures to:

Strong Memorial Hospital
Health Information Management – Data Integrity Office
601 Elmwood Avenue, Box 616
Rochester, NY 14642