

**Brown & Toland Medical Group**  
**Clinical Results Reporting User Agreement**

**Notice:** The username and password that you are requesting will allow you to access Electronic Protected Health Information (EPHI) consisting of protected patient information including confidential medical data. 45 CFR §§ 164.306(a)(4); 164.308(a)(5)(ii)(D). The federal government has rules and regulations under the Health Insurance Portability and Accountability Act (“HIPAA”) that limit access to EPHI. 45 CFR § 164.308(a)(3)(i) and prohibit its disclosure to you without the patient’s express written consent unless your access is for payment, billing or medical operations and you access only the minimum amount of data necessary for these purposes. In addition, patients have a legal right to privacy under California statutes, constitution, and its common law. Cal.Civ.Code § 56 et.seq; Cal.Const.Art. 1 §1.

Authorized access to this EPHI database therefore carries a corresponding duty that you abide by the law and respect the privacy rights of each patient by keeping the information confidential and by accessing only the minimum necessary information. See Cal.Civ.Code § 56.10. Therefore, before obtaining a username and password, you must specifically acknowledge that:

- You are aware of the federal and state prohibitions against disclosing EPHI, (45 CFR §§ 164.300-164.514; Cal.Civ.Code § 56 et.seq.)
- You agree to abide by these rules and regulations and understand that your requests for access to EPHI will be reviewed periodically for such compliance (45 C.F.R. 164.514(c)(4)(iii)(B)),
- You are an authorized user of the EPHI, (45 CFR § 164.514; Cal.Civ.Code § 56 et.seq.)
- You are under a legal duty not to access or disclose the data except for treatment, payment, or operational purposes in accordance with the federal regulations (45 C.F.R. § 164.502(a)(1)(ii); Cal.Civ.Code § 56.10),
- You agree not to disclose the EPHI except for the purposes of the permitted use, as outlined above, (45 C.F.R. §§ 164.502; 164.105(a)(2)(ii)(E); Cal.Civ.Code § 56.10),
- You agree to limit your use of the database to the minimum necessary information needed for your permissible use (45 C.F.R. 164.502(b)(1)), and
- In the event that you breach your duty of confidentiality, access information for other than a permissible use, or access more than the minimum necessary information, you acknowledge that you may be liable for civil and other penalties provided by law, (Cal.Civ.Code §§ 56.35-56.36),
- In the event that you breach your duty of confidentiality, access information for other than a permissible use, or access more than the necessary information, you agree to personally indemnify Brown & Toland Medical Group against any resulting civil liability, including penalties, fines, and attorneys’ fees that may be imposed upon Brown & Toland Medical Group either as a result of your breach or as a result of your negligent or reckless access to more than the minimum necessary information (45 CFR § 164.514),
- You are aware that you may be subject to criminal prosecution for intentionally disclosing or intentionally accessing more than the minimum necessary EPHI. Cal.Civ.Code § 56.36.
- You are aware and acknowledge that Brown & Toland Medical Group has the right to revoke your right to use this EPHI database at any time for any reason.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name(s) of Contracting Providers for whom you are authorized to access EPHI:

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