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Irvine, Ca 92612
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Protected Health Information Access Agreement

This agreement is entered upon this day _____, 20 _____, by and between California Bio Lab LLC and _____, an employee of _____. Where California Bio Lab LLC makes it accessible to authorized users in its Electronic Medical Record System (LIMSabc) which contains a broad range of electronically stored medical information about patients, including Protected Health Information (PHI) as herein defined; and WHEREAS, for the sole and specific purpose of providing healthcare and/or healthcare services. Users require access to medical information which is stored in California Bio Lab LLC ONLINE SERVICES; and WHEREAS, California Bio Lab LLC wishes to allow User to have access to the ONLINE SERVICES so that User may access such medical information needed by User to provide healthcare and/or healthcare services for patients; NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. DEFINITIONS

- a. Protected Health information or PHI shall have the same meaning as the term “protected health information”. PHI includes patient-identifiable clinical and demographic information in any form (electronic, paper, or oral).
- b. User means the individual who is authorized to have access to the California Bio Lab LLC ONLINE SERVICE.

II. TERMS OF ACCESS

- a. Information, including Protected Health Information, accessed and/or retrieved from the ONLINE SERVICES, is intended only for review and/or use of the authorized User for legitimate business needs. Access and/or retrieval of information from the ONLINE SERVICE for any other purpose is expressly prohibited.
- b. User’s access to the ONLINE SERVICES will be recorded electronically, and ONLINE SERVICES access and may be audited by California Bio Lab LLC at any time on a random basis or for cause. Users consent to having all or any party of their use of and access to California Bio Lab LLC ONLINE SERVICES recorded, audited, or reviewed at any time.

III. AGREEMENTS AND CONDITIONS OF ACCESS AND USE

In consideration for use of the ONLINE SERVICES, User agrees to the following terms and conditions

- a. To access Protected Health Information only for the purpose of providing healthcare or for providing healthcare services
- b. To not share or give his/her authentication credentials (USERID or password) to any other individual, or to fail to take appropriate measures to safeguard his/her authentication credentials.
- c. To not use or disclose Protected Health Information other than as permitted or as required by law.

- d. To use appropriate safeguards and practices to prevent use or disclosure of the Protected Health Information other than as provided for in this Agreement, including but not limited to the following:
 - ☐ If documents are printed for patient care, they should be kept secure while in use and shredded when no longer needed.
 - ☐ Printed documents may not be removed from the healthcare facility.
 - ☐ Patient information may not be left displayed on the computer screen. The User will log out of the application before leaving the computer.
- e. To mitigate, to the extent practicable, any harmful effect that is known to User of a use or disclosure of Protected Health Information in violation of the requirement of the Agreement.
- f. To promptly report to California Bio Lab LLC any use or disclosure of Protected Health Information of which he/she becomes aware which would violate the terms of this Agreement.
- g. To comply with all applicable federal and state laws and regulations which protect the confidentiality of Protected Health Information.
- h. To not act or fail to act in a way that would cause California Bio Lab LLC to be noncompliant with applicable federal or state laws or regulations which protect the confidentiality of Protected Health Information.
- i. To promptly notify a California Bio Lab LLC representative when changes occur in his/her practice or job duties which would eliminate or materially affect his/her status or stated justification for access to California Bio Lab LLC ONLINE SERVICES

IV. TERMINATION

California Bio Lab LLC has the right to immediately terminate this agreement and discontinue access to the ONLINE SERVICES at any time for any reason.

V. INDEMNIFICATION

User shall be responsible for any breach of this agreement, whether by User's agents, representatives, or employees, User shall defend, indemnify, and hold California Bio Lab LLC harmless from all damages, costs, expenses, and fees (including attorneys' fees) resulting from such breach.

Signature _____ Date _____