

One Chart Link Access Request



Please Print Clearly to avoid delays

Last Name _____ First Name _____ Middle Initial _____
Date of Birth (MM/DD) ____/____ S.S.N. (last four digits) _____
Sex: ___ Male ___ Female Email Address _____
Contact Phone Number _____ Department Role/Title _____
Clinic Name _____
Clinic Address _____
City _____ ST _____ Zip _____ Clinic Phone Number _____
Provider (MD, NP, APRN) ___ Clinical Staff (nurse) ___ Biller/Coder ___ Site Admin ___ Other ___

Nebraska Medicine will conduct an annual audit of One Chart Link system; therefore, we need your office to appoint a system administrator that we can work with to ensure HIPAA requirements are met. The administrator will also be accountable for inactivating any users that separate from your clinic.

Clinic manager/system administrator name _____
Clinic Manager Phone: _____
Clinic Manager Email: _____

Terms and Conditions: Please read the attached terms and conditions statement and sign below if you agree to abide by this statement.

I have read and I do agree to the Terms & Conditions for One Chart Link use.

Signature _____
Today's Date _____

If you are being granted access to view patient data for a physician within a clinic or office, an authorization signature is required by the physician or responsible and authorized supervisor.

Authorizing Person: (Print) _____ Sign: _____

Please email this application to Nebraska Medicine Medical Staff Office: MedStaffServices@nebraskamed.com
Once the application is received and processed, you will be emailed a User ID and temporary password.

One Chart Link Terms & Conditions

This Agreement will address the expectations of Nebraska Medicine with respect to Physician's remote access to Nebraska Medicine's electronic health information system called One Chart LINK. You must accept the terms of use agreement to use this site.

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

1. Physician specifically agrees to comply with the following:

- Physician understands and agrees that the computer login provided by Nebraska Medicine 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 Nebraska Medicine 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 log-off and terminate 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).

2. Security Incidents. Physician assumes full responsibility for any loss, misuse, unauthorized disclosure or modification of Nebraska Medicine'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 Nebraska Medicine'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 must be issued a unique username and password. Nebraska Medicine will provide automated means to periodically force password changes as deemed necessary by Nebraska Medicine.

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 Nebraska Medicine. 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 including breach notification as required by the Health Insurance Portability and Accountability Act (HIPAA). Nebraska Medicine also reserves the right to require Physician to prohibit any employee, agent or subcontractor of Physician who has caused a security incident at Nebraska Medicine from accessing Nebraska Medicine's Confidential Information.

3. Remedies. Physician acknowledges that Confidential Information is special, unique, and extraordinary in character and that Nebraska Medicine would be irreparably harmed by any use or disclosure of Confidential Information in violation of this Agreement. Physician agrees that damages cannot adequately compensate Nebraska Medicine in the event of a violation of this Agreement and that injunctive relief would be essential for the protection of Nebraska Medicine, its successors, and assigns. Physician, therefore, agrees and consents that in the case of any such breach or violation, Nebraska Medicine shall be entitled to such injunctive relief.

If Confidential Information is disclosed to a third party despite the best efforts of Physician, Physician will provide all reasonable assistance to Nebraska Medicine in pursuing available remedies. Physician agrees to indemnify, defend, and hold harmless Nebraska Medicine and officers, directors, employees, affiliates 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 attorney's 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.

Terms and Conditions of Use

This site (the "service") is provided by Nebraska Medicine subject to your agreement with all 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 Nebraska Medicine. Nebraska Medicine 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 Nebraska Medicine for continuing care,
and

WHEREAS, Physician has a need to remotely access Nebraska Medicine 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 Nebraska Medicine agree as follows:

1. Security Obligations and Remote Access by Physician

1.1 Confidential Information. To facilitate the referral of patients for continuing care with Nebraska Medicine, Physician may receive or be granted access to Protected Health Information as well as other information that is confidential and proprietary information of Nebraska Medicine, and which may include, but is not limited to, information relating in any way to

Nebraska Medicine 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 Nebraska Medicine 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 Nebraska Medicine'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 unrelated to patient treatment.

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 Nebraska Medicine

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

2. Term and Termination

2.1 Term. The term of this Agreement shall commence as of the Date Physician accepts these terms of use agreement and shall terminate upon thirty (30) days written notice to Physician from Nebraska Medicine, or immediately upon written notice to Physician from Nebraska Medicine if Physician violates any material term or condition of this Agreement.

2.2 Effect of Termination. Upon receipt of written demand from Nebraska Medicine, Physician agrees to immediately return or destroy, except to the extent infeasible, all Confidential Information demanded by Nebraska Medicine, including all such Confidential Information which Physician has disclosed to its employees, subcontractors and/or agents; provided however, that Nebraska Medicine recognizes that for Physician's legal compliance purposes, a sole copy of certain Confidential Information may be retained. All Confidentiality provisions of this agreement shall survive termination of this agreement.

3. Disclaimers. Physician understands AND agrees that Nebraska Medicine does not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) regarding the service or any merchandise, information or service provided through the service. In no event will Nebraska Medicine 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 Nebraska Medicine be liable for any direct, indirect, incidental, consequential, special, exemplary, 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 and is governed by and shall be construed in all respects under the laws of the State of Nebraska. 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.