CARE NEW ENGLAND TERMS AND CONDITIONS OF USE NON-EMPLOYED ACCESS TO CNE NETWORK

As a condition of receiving electronic access to a Care New England Network and allowed access to a system, network, or files, and/or being granted authorization to access any form of confidential information, I agree to comply with the following terms and conditions.

- 1. I will not disclose any computer username/password to anyone or allow anyone to access the system using my username/password.
- 2. My password is equivalent to my LEGAL SIGNATURE and I will not disclose this to anyone.
- 3. I am responsible and accountable for all entries made and all retrievals accessed under my username/password, even if such action was made by me or by another due to my intentional or negligent act or omission. Any data available to me will be treated as confidential information.
- 4. I will not attempt to learn or use another's username/password.
- 5. I will not access my online computer system using a username/password other than my own.
- 6. I will not access or request any information for which I have no responsibility or need to know.
- 7. I will maintain the confidentiality of any and all data and information to which I have access in any form (i.e. paper, electronic, magnetic or optical media, conversations, film, etc.) in the course of carrying out my work.
- 8. I agree that my use of the system will be limited to treatment, payment or operations purpose to fulfill my employment obligations to my employer or to CNE.
- 9. I will not access my own record, the record of a family member or any other individual in which I do have a treatment, payment or operations purpose for accessing the medical record.
- 10. If I have reason to believe that the confidentiality of my user username/password has been compromised, I will immediately notify my supervisor and the CNE Help Desk at 401-921-1000. .
- 11. I have no right or ownership interest in any confidential information.
- 12. While signed on, I will not leave a secured computer application unattended.
- 13. I have reviewed and will comply with all policies and procedures and other rules of Care New England relating to confidentiality of information and access procedures.
- 14. I understand that my use of Care New England information systems is monitored on a regular basis inclusive of computerized audit trails, to ensure compliance with this agreement. I understand and agree to cooperate with CNE or its Affiliates on any inquiry related to my access, use and disclosure of confidential information. I agree not to use any information in a manner detrimental to the organization and will keep all such information confidential.
- 15. I will not disclose protected health information or other information that is considered proprietary, sensitive, or confidential unless such disclosure is permissible under the institution's policies and procedures or required by law.
- 16. If I have permissions to print confidential information, I will only print materials that are required and I will apply appropriate safeguards to the printed material to include securing materials in my office/facility, not transporting printed materials outside of my facility and appropriately destroying (i.e., shred bin) printed materials when no longer required.
- 17. I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by Care New England.
- 18. I agree to return all information in my possession to Care New England upon termination of my relationship, contractual obligations, or other affiliation.
- 19. This agreement cannot be terminated or canceled, nor will it expire. I agree that my obligations as described in this agreement as terms and conditions will continue indefinitely after I no longer am employed by, contracted with, or affiliated with Care New England.
- 20. I agree to indemnify and hold Care New England harmless for any fine, cost, judgment, settlement amount, fee or penalty including attorney fees for any suit, claim or action based upon my conduct in accessing, using or disclosing organizational information.

I further understand that if I violate any of the above terms, both my employer and I will be subject to any remedy including, but not limited to, discharge, loss of access, loss of privileges, termination of contract, loss of medical staff membership, legal action or any other remedy available to Care New England.

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