

Nuvance Health Network Access Agreement

You have requested access to Nuvance Health's electronic network ("Network").

You acknowledge and agree that any access to Nuvance Health's Network is subject to the following:

- a. Nuvance Health's discretion. Nuvance Health may refuse to grant or may withdraw access at any time for any reason;
- b. the terms of this Network Access Agreement and any agreement we may have with your employer or entity on whose behalf you are seeking Network access, as applicable ("Service Agreement"); and
- c. the Health Insurance Portability and Accountability Act of 1996, as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Final Omnibus Rule and their respective implementing regulations (collectively, "HIPAA") and applicable state privacy and security laws;
- d. Nuvance Health's applicable policies and procedures, as amended from time to time.

1. Purpose.

- a. You agree that you will access the Nuvance Health Network to the minimum extent necessary to fulfill your duties under the Service Agreement. If you are accessing patient records or protected health information under HIPAA, such access is solely for purposes of treatment, payment, or healthcare operations of the patient records that you will access.

Any access to patient records or use of the Network other than for these purposes, any breach of this Network Access Agreement, or fraud, may result in immediate termination of all or part of your Network access, either temporarily or permanently. You are also subject to potential legal action by Nuvance Health, your employer, and/or third parties as well as potential criminal or civil penalties.

- b. Your access is read-only unless otherwise specifically agreed in writing by Nuvance Health, such as pursuant to a Service Agreement.

2. Procedure.

- a. Agreement to this Network Access Agreement includes your signature below as well as our verification of the reference you provide in Section 8.
- b. Grant of access is subject to final approval of an authorized Nuvance Health approver.
- c. If access is granted, Nuvance Health will provide you with a unique username and password.
- d. Access is for 90-day periods or such shorter period as Nuvance Health may grant in the circumstances. Nuvance Health may or may not renew access in its sole discretion
- e. If you are leaving your current employment or no longer have need of access, please notify us of such date in advance so that we may disable your username and password.

3. Security.

- a. You agree to use your Network access user name and password only for purposes of this Agreement. **You are strictly prohibited from disclosing your username or passwords to anyone, including fellow workers, supervisors, and subordinates, for any reason.** You are personally responsible for the safeguard and security of your username and password and any use of them.

b. You agree to access Nuvance Health’s Network solely on computers with current anti-virus software or portable devices with full disk encryption. You must not use or attempt to access the Network by any means not specifically authorized by Nuvance Health, including but not limited to the use of any non-secure means of connection.

c. If you become aware of or suspect any security issue or data compromise, you agree to report these concerns or information immediately to the Nuvance Health Information Security Department at InformationSecurity@NuvanceHealth.org.

4. Suspension/Termination of Access. Nuvance Health may immediately, and without notice to you, suspend or terminate your access at any time in our sole and absolute discretion. We will terminate access if we determine that you have violated any of the terms of this Agreement.

5. Monitoring/Audit. You acknowledge and agree that Nuvance Health may monitor and/or audit your access and use of the Network. You may have no expectation of privacy regarding your access and use of the Network.

6. Additional Safeguards. You understand and agree that Nuvance Health and/or your employer, as applicable, may implement additional security and privacy processes, practices and technical requirements in connection with your access and use of the Network. Nuvance Health reserves the right to impose additional information system security safeguards, including without limitation software and hardware requirements, to comply with security standards.

7. Governing Law. This Agreement is governed in all respects by the laws of the State of New York.

8. Access Reference: By signing below I certify that I am an authorized representative of the entity named-below, Requestor is an employee of this entity and requires access to Nuvance Health’s Network for valid purposes under HIPAA and in order to perform their job duties. I further certify that this entity has appropriate safeguards and policies and is responsible to ensure compliance with this Agreement.

Entity: Nuvance Health

By: _____
Signature

Printed Name

Title

Contact information (Business email/phone)

As the Requestor of Access, I acknowledge and agree to the terms of this Agreement by my signature below.

X

Signature

Printed Name

Volunteer

Title

Nuvance Health

Entity of Affiliation

Contact: _____
(Business email/phone)