



On-line Eligibility and Pre-Certification System

Confidentiality and Privacy Agreement

This Confidentiality and Privacy Agreement between Quality Care Partners (QCP) and the Physician and/or designated group/practice entity governs the use of the secure QCP website, On-line Eligibility and Pre-Certification System and other clinical and non-clinical systems that are made available to physicians for their use including all content such as text, information, images, and audio (collectively, "Content") and all services ("Services") made available to you through QCP's website. The terms and conditions of this agreement may change from time to time. You will be notified of such changes and the updated agreement will be posted on the QCP website.

On-line Eligibility and Pre-Certification System does allow access to confidential information and protected health information that is protected by law by this Agreement and QCP Policies. This confidential information must remain confidential and you must take every precaution available to maintain the confidentiality of this information. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires protection of confidential information maintained by QCP and contained within the QCP information systems. Confidential information includes, but is not limited to, information about a patient's condition or treatment, clinical data, employee records, customer/patient lists, and supplier lists. This confidential information can be obtained through hearing it, seeing it, viewing the patient information through paper form or computer.

Information access is restricted to patients within your care or the care of a physician within your group. You are solely responsible for (1) limiting the access and use of On-line Eligibility and Pre-Certification System to only those patients under your care (2) maintaining the strict confidentiality of the UserIDs, passwords and codes (collectively, "IDs") assigned to you and your personnel, (3) instructing only authorized personnel to use the IDs to access the Site, (4) any charges, damages, or losses that may be incurred or suffered as a result of you or your personnel's failure to maintain the strict confidentiality of their IDs, and (5) promptly informing QCP by phone with a follow-up in writing of any need to deactivate an ID due to security concerns. QCP is not liable for any harm related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person or entity to access and use On-line Eligibility and Pre-Certification System using your IDs. You agree to immediately notify us if your user ID, passwords or PIN numbers may be compromised and of any unauthorized use of your IDs.

Patient Data and Legal Compliance. The information and content provided through On-line Eligibility and Pre-Certification System will enable Users to access and receive confidential patient information and may allow Users to transmit, store, and replicate Patient Information for the purpose of caring for your patients and administrative functions related to the care of your patients. QCP Policies, State and Federal laws, including the Health Insurance Portability and Accountability Act of 1996, as well as ethical and licensure requirements of your profession impose obligations with respect to patient confidentiality that limit the ability of physicians, healthcare providers, and persons acting on their behalf, to make use of this Patient Information or to copy, transmit or otherwise replicate certain information to third parties. You represent and warrant that you will, at all times during the term of this Agreement and thereafter, limit the use of On-line Eligibility and Pre-Certification System only to patients under your care, comply with all QCP Policies and State and Federal laws directly or indirectly applicable to you that may now or hereafter govern the



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gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Patient Information, and use your best efforts to cause all persons or entities under your direction or control to comply with such policies and laws. You are, at all times during the term of this Agreement and thereafter, solely responsible for obtaining and maintaining all patient consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Patient Information you transmit, store, or receive in connection with the On-line Eligibility and Pre-Certification System. You agree that QCP and other entities involved in the operation of On-line Eligibility and Pre-Certification System, will maintain Access Logs, Security Audit Trails and have the right to monitor the use of On-line Eligibility and Pre-Certification System and the Patient Information stored within this system and take appropriate actions if the use of On-line Eligibility and Pre-Certification System violates this clause. **QCP CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR YOUR USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED USING ON-LINE ELIGIBILITY AND PRE-CERTIFICATION SYSTEM.**

You shall not email, upload, download, post or otherwise make available any patient information, confidential information or information protected by the copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from the unauthorized release of information or any infringement of copyrights, proprietary rights, or any other harm resulting from such actions.

This document and all incorporated references constitute the agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements between the parties.



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Confidentiality and Privacy Agreement Form

<u>Name of Practice/Office:</u>			
<u>Employee Name: (a form will need to be completed for each person requesting access)</u>			
<u>Address:</u>			
<u>City:</u>	<u>State:</u>	<u>Zip:</u>	<u>TIN:</u>
<u>Office Phone:</u>		<u>Office Fax:</u>	
<u>Office Manager:</u>			
<u>Office E-Mail Address:</u>			
<i>I (Office Manager or Physician) understand that by signing, I have read and I am accepting the terms of the Confidentiality and Privacy Statement Agreement and accept responsibility for my staff in maintaining compliance with the agreement.</i>			
<u>Signature: (Office Manager or Physician)</u>			<u>Date:</u>

Updates and important messages will be posted on the website as well as communicated through email or fax. Please check your preference for receiving these updates.

E-mail (Preferred) Fax

*Note: When selecting e-mail, all communications will be sent to the above e-mail address. In the event of an address change, please notify QCP of the change.

Office Use Only	
<u>Date of Training:</u>	<u>Trained by:</u>
<u>Date Account Created:</u>	<u>Username:</u>