

# Ohio Newborn Screening Program: eReports

## Security Agreement



As a Medical Provider or Designated Authorized User (hereafter collectively referred to as the "User"), you are entering into a binding legal agreement with the Ohio Department of Health (ODH) for access to the Ohio Newborn Screening Program Results Application (**eReports**). This web-based application serves as a communications link, data bank, and data retrieval system for health care providers.

- By logging on and utilizing **eReports** you assume full responsibility for any use or dissemination of the confidential information contained therein. Any unauthorized use, release and/or disclosure of information may subject the violator(s) to administrative, criminal and civil punishment to the full extent of the law including, but not limited to local, state and federal statutes.
- The information contained in **eReports** is the sole property of the State of Ohio and is intended for exclusive use by the medical and public health community. Any disclosure of information obtained from **eReports** may take place only between medical providers for the purpose of direct medical care of the patient, as outlined in the Ohio Revised Code.
- A patient's, parent's and/or legal guardian's (a.k.a., "care giver") medical and demographic information is strictly confidential and may only be used for the exclusive purpose of providing health care services to the patient as described in the Ohio Revised Code. Under no circumstances may a Patient's demographic information obtained from **eReports** be conveyed or disseminated.
- The parent and/or legal guardian of the patient must be informed of the results in a manner approved by the ODH as per OAC 3701-55-07.
- The Ohio Department of Health is obligated to maintain User confidentiality. Any aggregate data analysis that identifies a specific provider shall only be shared between the ODH and that provider. An exception to this provision occurs if disclosure is required by court order. In such a case the ODH will notify the provider.
- When the User is not present at the computer or telephone interface, **eReports** must be exited (i.e., the User must log off).
- This agreement is binding and a copy signed by the legally responsible Medical Provider at each practice or participating facility (hereafter referred to as the "Signatory") must be on file with the Ohio Department of Health.
- All parties designated as Authorized Users under the authority of the signatory must agree to and abide by this agreement. The signatory is responsible for the use or abuses of **eReports** and the data therein, as well as any violation of this agreement, by those granted such authorization.

I have read, agree to and will abide by the terms of this Security Agreement. I also agree to ensure that all employees at the practice granted access to **eReports** have read, agreed to, and will abide by the Security Agreement as well. If I do not, I may be subject to disciplinary action.

Medical Provider/Administrator signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Signatory's name: \_\_\_\_\_

Facility/Practice name: \_\_\_\_\_

Facility/Practice address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary user's name: \_\_\_\_\_

Email address of primary user of eReports: \_\_\_\_\_

Phone number of primary user of eReports: \_\_\_\_\_