

Erie County Public Health Laboratories
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT for
ApolloLIMS Web Portal

By providing appropriate access credentials (username & password), The **Erie County Public Health Laboratories (ECPHL)** authorizes our clients and their staff to access and use the services of the **ApolloLIMS Laboratory Data Management System**.

ECPHL clients (a.k.a. "submitters") have a legitimate need to access this system in order to review and/or print laboratory results performed at the submitter's request. The submitter's authorized personnel (a.k.a "Users) may be provided access to information and data that is sensitive, confidential, protected health information, or is otherwise protected from disclosure to unauthorized individuals.

To ensure the integrity, security and confidentiality of laboratory information and data, all individuals who obtain access to the Laboratory Information Management System (LIMS) resources agree to treat all information and data as highly sensitive, confidential and protected from disclosure. Except as authorized by state and federal law, (including, but not limited to, the Health Insurance Portability and Accountability Act), publication, disclosure or discussion of any information or data observed during the use of this service is strictly prohibited.

By accessing the LIMS as a representative of an ECPHL submitter, Users acknowledge that they are using this service on behalf of the named submitter for the limited purpose of the agreement between ECPHL and the submitter. Users further acknowledge understanding and agreement to the limited terms and conditions of this agreement.

Users also understand that ECPHL is required by law to protect the confidentiality and security of its network and the data and information maintained by the Laboratory from outside disclosure, and that even an inadvertent disclosure could result in serious security or confidentiality breaches resulting in the loss, destruction or disclosure of sensitive and confidential information maintained by ECPHL. Users understand that they are also responsible for the confidentiality of the system's configuration and network architecture, including, but not limited to assigned usernames and passwords. Users further understand that any breach of this agreement could result in violation of state and federal laws, under which civil and criminal penalties could be assessed for each violation and agree that they will not disclose nor release their username and password to anyone at any time. In the event a User's username and password have been compromised they will immediately contact ECPHL so that their account can be inactivated immediately. A new account will be issued with a new username and password. State and federal law provides civil and/or criminal penalties for use or disclosure beyond the limited purpose of the performance of this service.

Name, Signature and date:

<<<*Electronically acknowledged & signed at time of log-in*>>>