

CONFIDENTIALITY AGREEMENT REGARDING ACCESS TO ELECTRONIC MEDICAL RECORDS

This agreement, dated as of _____ between Methodist Le Bonheur Healthcare (the “Hospital”) and _____, hereinafter referred to as the “Practice” is entered into and by the parties in order to set forth the responsibilities and obligations of each regarding their respective ability to access an electronic medical record (EMR). In consideration of the agreements of the parties hereto, the parties hereby agree as follows:

Section 1: Hospital Agreements

- (A) The Hospital agrees to provide the authorized Practice access to EMRs associated with the Practice whether the Practice accesses the EMR locally or remotely.

Section 2: Practice Agreements

- (A) Practice shall include any physician (hereafter referred to as “physicians”) practicing within the undersigned physician group, who is a member in good standing of the Methodist Healthcare – Memphis Hospitals Medical Staff, and has privileges approved by the Hospital, and all employees (hereafter referred to as “physician authorized representative”) authorized by a physician in said group to have access to the EMR under the terms and conditions of this Agreement.
- (B) The Practice is allowed access to medical records of patients for whom its physician(s) is/are either the attending physician(s) of record, consulting physician(s) of record, covering physician of record or the patient’s primary care physician of record. The Practice and physician authorized representative agrees not to attempt to access any medical records of patients for whom its physician(s) is/are not physician(s) of record.
- (C) The only individuals who are authorized to have access to the EMR described in Section 2B are physicians and physician authorized representatives who are employed by the Practice and who have read this Confidentiality Agreement, completed the ADOPTION OF CONFIDENTIALITY AGREEMENT REGARDING ACCESS TO ELECTRONIC RECORDS BY PRACTICE MEMBER section below, and submitted this Confidentiality Agreement to the Hospital or Health Choice. The physician authorized representative must be designated by a physician member in the Practice, and shall only be entitled to access the EMR while in the employ and under the direct supervision of the physician practice member for whom the individual is the authorized representative. Access to the EMR is limited to authorized persons with a need to know, to the extent necessary, to perform their patient care related

duties. The physician may delegate the function of authorizing Practice members on behalf of the physician to a valid physician authorized representative. The physician must make this clear when they submit the Confidentiality Agreement for this delegate.

- (D) The physician and physician authorized representative can access medical records by using an individual user ID that will be assigned to him or her. The Practice understands that when an authorized individual's user ID is used to gain access to an EMR, the user ID, time of access, and the name of the patient whose medical record was accessed will be recorded. All individual physician authorized representatives who have access to the EMR will be assigned a unique User ID and password in order to access medical records. The Practice will not authorize any other individuals to have access to the EMR or for individuals to use a User ID and password not specifically assigned to that individual.
- (E) The Practice understands and agrees that they must hold all medical information in confidence and not disseminate any of the accessed information for any purpose other than medical care and authorized insurance purposes. Furthermore, the Practice agrees that they have read and understand the notices that are contained in Section 4 of this agreement. The Practice understands that any violation of the confidentiality of medical information by the Practice may result in a violation of State and Federal law and may result in a claim for damages and/or punitive action. The Practice also agrees to review Section 4 of this Agreement on an annual basis with all of its members. Furthermore, the Practice and its physicians and physician authorized representatives agree that he/she has read and understands the notices that are contained in Section 4 of this agreement.

Section 3: Term

- (A) This Agreement will continue in effect until terminated by the Practice or the Hospital. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. However, the Hospital reserves the right to terminate one's access to the Hospital's information systems at any time at their discretion for reasons including, but not limited to - misuse of one's access, failure to adhere to the conditions of this Confidentiality Agreement or Hospital policies, or a breach of confidentiality. Furthermore, as an additional security measure, any authorized user ID that has not logged in for a period of 60 days, will automatically be disabled.
- (B) If the Hospital or Practice terminates the Agreement, the user IDs used by all authorized individuals in the Practice to access the EMR will be disabled and no longer valid and the Practice will not have access to

the EMR. If the Practice member terminates the Agreement, that individual's user ID will become inactive and he/she will no longer have access to the EMR.

- (C) A physician who is no longer employed by the Practice is considered to have terminated the Agreement. A physician authorized representative who is no longer employed and under the direct supervision of the physician, is considered to have terminated the Agreement. The Practice agrees to notify the Hospital immediately upon the termination by/of the physician and/or physician authorized representative.
- (D) The physician must also notify the Hospital immediately upon any change in employment status and/or Methodist Healthcare- Memphis Hospital Medical Staff standing.

Section 4: Notices

- (A) Any information obtained from the EMR to which you have access is confidential and must not be disclosed to others unless the patient or his/her authorized representative explicitly consents to such disclosure and the consent is duly documented.
- (B) In the event that information released is protected by Federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations: This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2). The Federal Rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal Rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.
- (C) In compliance with Hospital policy, if it is determined that a current physician or physician authorized representative is listed on either the Office of Inspector General (OIG) or General Service Administration (GSA) the Hospital's Corporate Compliance Department must be notified immediately. The Hospital will perform an investigation to ascertain if, in fact, the physician or physician authorized representative is on an exclusion list. If it is determined that the individual/entity is on the exclusion list, the employment, contractual relationship and/or clinical privileges shall be immediately terminated and access to the Hospital's information systems will be disabled or revoked.
- (D) If a physician or physician authorized representative is terminated from the Practice due to sanctions imposed as a result of a breach of confidentiality, the Practice agrees to notify the Hospital and provide that

information. In such cases, the terminated physician or physician authorized representative may not gain access to confidential or PHI if they are subsequently employed by the Hospital or another Practice.

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