

## PRACTITIONER ACCESS AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Memorial Hospital of South Bend, Inc. (Memorial) and \_\_\_\_\_ (Physician).

WHEREAS Physician desires to have access to Memorial's patient information contained in its electronic medical records, and

WHEREAS such patient information is the sole property of Memorial and is protected health information, and

WHEREAS the parties desire to provide access to Physician under terms and conditions which will protect not only the privacy of the patient information but also Memorial's proprietary interest in the same.

NOW, THEREFORE for and in return for the mutual promises and obligations set out below the parties agree as follows:

- 1.) The term of this agreement shall be for one (1) year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_\_.
- 2.) Prior to its expiration, this agreement may be terminated as follows:
  - a.) By written agreement of the parties upon the terms and conditions they agree upon.
  - b.) By either party upon sixty (60) days prior written notice setting out the termination date.
  - c.) By Memorial immediately for cause. Cause shall include but shall not be limited to improper or unauthorized access to Memorial's electronic medical record or unauthorized or improper disclosure of information they contain.
- 3.) Memorial will provide Physician with an access code (user name and password) which must be used to access Memorial's electronic medical record.
- 4.) Physician agrees that the access code is the equivalent of a legal signature and that Physician will be accountable and responsible for all work done using Physician's access code.
- 5.) Physician will not disclose Physician's access code to anyone. Moreover, Physician will not use an access code which is not one that is assigned to Physician.
- 6.) Physician will access data only for patients for whom Physician has a professional need to know, patients who are currently active patients, and only for the purposes that relate to the treatment of patient, consultation with another Physician who is treating the patient, or billing for services.

- 7.) Physician, without the express written consent of Memorial, will not add information to any electronic medical record.
- 8.) Physician will access only the data which Physician “needs to know” as that data is designated in Memorial’s HIPAA minimum necessary policies in effect from time to time.
- 9.) Should Physician have reason to believe that Physician’s access code has been disseminated, Physician will immediately contact Memorial to have Physician’s access code changed.
- 10) Physician understands and agrees that any misuse of the confidential access code or violation of systems policies will be considered a violation of Memorial’s policies and could subject Physician to disciplinary action. Specifically, Physician acknowledges that the information to which Physician will be granted access involves confidential patient records, protected health information and other demographic information which is governed by various privacy laws. Physician further understands and agrees that access to this information will be routinely audited by Memorial personnel to insure that only properly authorized individuals with a “need to know” are accessing patient data. The patient data to which Physician will have access is the same data that is available in the patient’s medical record and must be treated with the same degree of confidentiality with which the paper record is treated. In the event that the Physician is accessing medical record information to which a Physician has no need to know, or if it is determined that Physician is otherwise misusing Physician’s access capabilities, Physician’s right of access may be revoked. Physician further understands and agrees that any such violation of confidentiality provisions may subject Physician to disciplinary action by Memorial’s staff and/or board of directors. Physician further understands and agrees that HIPAA violations may lead to fines and imprisonment.
- 11) All of Physician’s employees who will be given access to any of Memorial’s electronic medical records shall be required to execute a confidentiality agreement in the form attached. Further, Physician will enforce said agreement by implementing policies prohibiting employees from accessing patient information in Memorial’s electronic medical record that is not necessary for such employee’s professional duties. Physician will enforce such policies by bringing appropriate disciplinary action for any violations and will immediately inform Memorial of any violation of such policies by any employee.
- 12) Physician will immediately inform Memorial of any employee termination so that said employee’s access to Memorial’s electronic medical record can be terminated.
- 13) Physician will enter into appropriate business associate agreements with any third parties with which Physician contracts to perform services on Physician’s behalf and to which Physician provides Memorial patient information. If requested, Physician will provide Memorial with a copy of each of the business associate agreements referred to in this paragraph.

- 14) If Physician enters into a business associate agreement regarding access to Memorial patient information and if Physician becomes aware of any breaches of the agreement by the business associate or a violation by the business associate of Physician's agreement with Memorial, Physician will immediately inform Memorial of such breach or violation.
- 15) Prior to accessing Memorial data bases remotely through Physician's information system, Physician will obtain the written consent of Memorial.
- 16) Physician understands and agrees that Memorial cannot guarantee that Physician will always have access to Memorial's electronic medical records due to system breakdowns and other unforeseen technical difficulties. Accordingly, Physician agrees to release and hold harmless Memorial, its subsidiaries, affiliates, employees, directors and agents from and against any and all damages Physician may incur as a result of Physician's inability to access Memorial's information system at any given time.
- 17) Physician will identify those employees who shall have access to Memorial's electronic medical records. Said employees being listed on "Exhibit A" which is attached.
- 18) Physician understands and agrees that the electronic medical records shall at all times remain the exclusive property of Memorial. Physician shall not copy or store said records. This paragraph shall survive the termination of this agreement.
- 19) Physician agrees that Memorial would be irreparably harmed by a disclosure of the patient data and protected health information contained in Memorial's electronic medical records. Consequently, Physician agrees that in the event of a disclosure or a threatened disclosure, Memorial shall, in addition to any other remedy to which it might be entitled, be entitled to obtain a temporary restraining order, preliminary injunction and permanent injunction against the disclosure or threatened disclosure; all relief shall be available to Memorial without the necessity of posting a bond.
- 20) In the event of a breach, in addition to any other remedy to which it might be entitled, Memorial shall be entitled to recover its reasonable attorney fees and costs incurred in the enforcement of its rights hereunder.

Physician Name:

Memorial Health System Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vice President Medical Staff Affairs