Electronic Medical Record Student Access Agreement Form

5121-F2

Lewis County Primary Care Center, Inc., dba PrimaryPlus
Electronic Medical Record Access Agreement

This Electronic Medical Record Access Agreement ("Agreement") is entered into as of _____ (date) by and between Lewis County Primary Care Center, Inc. dba PrimaryPlus (PrimaryPlus/Company") and _____("User"). In consideration of Company allowing User access to its electronic medical records on Company's instance of AthenaOne EMR and Company's PACS ("SYSTEM"). User agrees to the following:

I. **Access.** User shall only access, or attempt to access, those clinical records on SYSTEM required for User to perform authorized duties. If any other clinical records are inadvertently accessed by User, User will immediately notify Company. User acknowledges that SYSTEM is provided through a third party, and, as such, Company does not completely control User's access to SYSTEM and that Company may permanently terminate or temporarily suspend User's access with or without notice at any time and for any reason, or no reason.

II. **Documentation.** User may be granted "read-only" access to SYSTEM. To the extent that User has the capability to edit, alter, rearrange, or amend any existing records, or create new records, User is prohibited from doing so without the express written consent of Company.

III. **Password Protection.** User shall keep their username or password strictly confidential to User. User shall not access SYSTEM using any other username or password and will not authorize any third-party to access SYSTEM using username or password. If User believes a third- party to this Agreement has gained access to their username or password, User must immediately notify Company and take all appropriate measures to eliminate such access, if applicable.

IV. **Policies and Procedures.** User shall abide by all of Company's policies and procedures related to accessing SYSTEM. Company shall provide a copy of such policies and procedures upon request by User. Company reserves the right to change its policies and procedures at any time, and for any reason, and User agrees to abide by any

changes. User shall participate in any training programs or other security precautions relating to SYSTEM as requested by Company.

V. Illegal Activity. User shall not use SYSTEM for any illegal activity. Illegal activity includes, but is not limited to, activity that would violate Federal and State laws, rules, including but not limited to regulations governing fraud, abuse, and patient privacy. If User uses SYSTEM for any illegal activity, Company reserves the right to report User's activities to the appropriate authorities in accordance with law.

VI. Confidentiality. User acknowledges that it and Company are "Covered Entities" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. User agrees to comply with HIPAA and all applicable Federal and State privacy laws with respect to the treatment of protected health information on SYSTEM, including, but not limited to, requirements to maintain reasonable and appropriate administrative, technical, and physical safeguards. User shall take all steps necessary to protect and keep all data, information, content, and material received, stored, or related to SYSTEM strictly confidential. User shall respect System's copyrights, software licensing rules, and property rights, and User shall not use the name logo, symbol, or trademark of SYSTEM.

VII. Ownership. User acknowledges that it does not own any of the clinical records stored by Company on SYSTEM except to the extent otherwise agreed upon in writing by the parties.

VIII. Privacy. User understands that an authorized representative of Company may review, track, monitor, audit, or store information related to User's use of SYSTEM, and User acknowledges that it has no privacy right or expectation of privacy regarding their use of SYSTEM.

IX. Indemnity. User agrees to indemnify and hold Company (including Company's Board of Directors, individually and collectively, and its officers, members, directors, affiliates, subsidiaries, employees, attorneys, agents, and other representatives, individually and collectively) harmless from and against all claims, liabilities, damages, costs and expenses, including, without limitation, reasonable attorney's fees and fines from any government agency or expenses incurred inappealing a government citation, brought against Company related to User's noncompliance with this Agreement and/or User's use of SYSTEM.

X. Reporting Violations. If User violates this Agreement, User will immediately report such violation to Company by notifying in writing:

EMR Management Team
Lewis County Primary Care Center, Inc. dba PrimaryPlus
P.O. Box 550, Building B
Vanceburg, KY 41179
lilesl@primaryplus.net and/or truesdella@primaryplus.net
Phone: (606) 202-7382
Fax: (606) 796-6194

By signing this Electronic Medical Record Access Agreement, User acknowledges that they have read, understand, and agree to abide by the terms and conditions described above.

School: _____ **Date:** _____
Name: _____ **Title:** _____
E-Mail: _____ **DOB:** _____

Signature _____

*** Medical, APRN, and PA-C students who will be working with a PrimaryPlus preceptor are eligible to receive temporary access to our EMR system, AthenaOne. Due to processing time, students precepting 2 weeks or less will not be able to be granted access.

*** **Note:** Student must have been accepted and active in their medical program (students needing observation hours for enrollment hours are not eligible to receive access)

Student Information

Preceptor Name:	**PrimaryPlus Location:**
Rotation Start Date:	**Rotation End Date:**