

**PHYSICIAN CONFIDENTIALITY AGREEMENT REGARDING ACCESS TO  
ELECTRONIC MEDICAL RECORDS**

Lake Norman Regional Medical Center (Hereafter referred to as "Hospital") is committed to protecting the privacy and security of individually identifiable health information and other protected health information of a confidential nature for the Hospital. Information pertaining to patients and other sensitive information must be held in strict confidence.

I hereby acknowledge that I have been given access to the Hospital Information System for Lake Norman Regional Medical Center to view and/or print patient information. The User ID will provide access to my patient's Electronic Medical Record, (EMR) which includes demographics, lab, medications, transcription, and radiology information and I understand that this is for my use only and will be in my possession only.

Name of Practice: \_\_\_\_\_

Physician Name: \_\_\_\_\_ **(Print Full Name)**

Name of Authorized Employee to Use System: \_\_\_\_\_ **(Print Full Name)**

*Complete a separate form for each physician/employee requesting access.*

**Please provide your E-mail so we can send you information for future reference.**

**E-mail Account:** \_\_\_\_\_

I further acknowledge the following:

(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 Hospital 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 only 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 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 (B) above, are physicians and physician authorized representatives who are employed by the Practice and who have signed this Confidentiality Agreement. 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.

(D) The physician and physician-authorized representative can access medical records by using an individual identification number that will be assigned to him or her. The Practice understands that when an authorized individual's identification number is used to gain access to an EMR, the identification number, time of access, and the name of the patient whose medical record was accessed will be recorded. All individual authorized employees who have access to the EMR will be assigned an individual 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 password not specifically assigned to that individual.

(E) The computer sign-on password is the personal code of the physician or authorized employee of the physician. It is understood that this password will be changed on an every 90-day basis.

(F) 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. 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 including but not limited to, HIPAA (The Health Insurance Accountability and Accountability Act of 1996) and may result in a claim for damages including punitive damages. The Practice also agrees to review 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 content and information contained in this Agreement. The Practice agrees that they will cause each of the employees authorized to have access to the EMR to be contractually bound by the specific terms of this Agreement and Practice will insure that such contractual provisions are enforced. The Practice will provide the Hospital with evidence of compliance.

(G) 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.

(H) The physician must also notify the Hospital immediately upon any change in employment status and/or Hospital Medical Staff standing.

- (I) 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.



