

LMH EMR Remote Access Terms & Conditions for Authorized Personnel

LMH Health (LMH) and _____ ("Entity") are committed to protecting the privacy and security of patients' medical records and other health information. LMH grants limited permission to users to access and use the LMH EMR Remote Access, an access portal to electronic medical records. Health care providers and providers of health care-related services granted permission to access and use the LMH EMR Remote Access agree to be bound by the following Terms and Conditions of use:

1. You agree to allow Entity to provide LMH with your Name, Social Security Number ("SSN"), and Date of Birth ("DOB") to uniquely identify you in the LMH electronic system to establish an individual security code.
2. You agree to use the LMH EMR Remote Access solely to access the electronic medical records of patients for whom you are either: (a) the attending, consulting, covering, or primary care physician of record, (b) an authorized representative of the attending, consulting, covering, or primary care physician of record, or (c) an authorized reviewer of the medical record. Physician authorized representatives and other authorized users will only be entitled to access and use the LMH EMR Remote Access while in the employ and under the direct supervision of the authorizing physician, or within the initial authorized scope of this system access. Such access and use is limited to authorized persons with a need to know, to the extent necessary, to perform their duties and/or as permitted by their authorized role. Entity will inform LMH when you have terminated employment with Entity so LMH may inactivate the access to protected health information.
3. You agree to access and use the LMH EMR Remote Access solely through the use of an individual security credentials including a username and password that will be assigned to you by LMH. You agree not to share your individual credentials with any other individual or allow any other individual to use the website once you have accessed it. You understand that you must sign off of a computer system if you leave the computer terminal for any period of time. You understand that you are responsible for all information accessed with your individual security credentials. You agree to notify your administrator should you undergo a name change to ensure accuracy of the individual security credentials. If you have reason to suspect the confidentiality and security of your individual security credentials may have been compromised, you agree to report this information to the LMH IT department as soon as possible, but no more than 24 hours..
4. By using your individual security credentials to access and use the LMH EMR Remote Access, you acknowledge that you have received instruction on proper use and consequences of any misuses. You understand that you may not use, download or print material from the LMH EMR Remote Access for any personal, public, or commercial purpose, including distributing, selling, using, modifying, or transmitting

information contained on the LMH EMR Remote Access, without the prior express written consent of LMH. You understand that it is a violation of LMH's policy to print any confidential information remotely (for example, home, hotel, or any non-LMH printer). You agree not to print confidential information from a non-LMH location. You understand you may not change or delete proprietary notices from material downloaded or printed from the LMH EMR Remote Access. You understand you may not post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harmful, pornographic, or profane material, any proprietary information belonging to others, or any material that could be deemed as to encourage criminal activity, give rise to civil liability or otherwise violate the law.

5. You understand that any results that may be finalized with your individual security credentials will be treated as a written signature and will be subject to ethical, business and legal implications, when and if applicable. You understand that the LMH EMR Remote Access will maintain a log of all access to patient medical records. In addition, you understand that the LMH EMR Remote Access will capture and retain your name, individual security credentials, and electronic signature when and if applicable and any other pertinent information required by LMH, and LMH will conduct routine reviews of the LMH EMR Remote Access user accounts.

6. You understand and agree that all medical information contained on the LMH EMR Remote Access must be held in strict confidence and not accessed or disseminated for any purpose other than for the patient's medical care, authorized insurance purposes, and health care operational purposes, and that violation of this confidentiality may result in a violation of state and/or federal law and may subject you to termination of access, disciplinary, criminal or civil action.

7. You understand that the health and health-related information contained on the LMH EMR Remote Access should not be used as a substitute for medical treatment by a health care professional. While every effort is made to ensure the information contained on the LMH EMR Remote Access is accurate, complete and timely, LMH does not guarantee the accuracy, completeness or timeliness. You acknowledge that the LMH patient records in the LMH EMR Remote Access may be incomplete, and acknowledge that LMH is a hybrid entity where health information may be found in various locations and systems, both electronic and paper form. You agree to assume total responsibility and risk for your use of this information.

8. You understand that LMH reserves the right to terminate a user's access to the LMH EMR Remote Access due to any act that, in its sole discretion, constitutes a violation of these Terms and Conditions.

9. You understand that LMH and its affiliates, suppliers, and other third parties are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, those resulting from lost profits, lost data, technical problems or business

interruption) arising out of or relating in any way to the LMH EMR Remote Access content or information contained within the LMH EMR Remote Access, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy for dissatisfaction with the LMH EMR Remote Access is to stop using the website. These Terms and Conditions are governed by Kansas Law.

10. You have read and agree to abide by the LMH Code of Conduct, the LMH Confidentiality policy, and the LMH Responsible Use policy. You have read the LMH Compliance education and acknowledge that you understand the Compliance education. These documents can be found at <http://lmh.org/compliance>.

Authorized Personnel:

Name

Signature

Date