

THIS INDIVIDUAL EMR SYSTEM USER AGREEMENT FOR HEALTHCARE OPERATIONS is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **HAYS MEDICAL CENTER, INC.** (“HaysMed”), and \_\_\_\_\_ (“User”).

Last Name                      First Name                      MI  
*(Print Name)*

WITNESSETH: That;

WHEREAS, HaysMed has implemented an electronic medical record system for inpatient and outpatient services provided at HaysMed (hereinafter referred to as “the EMR system”); and

WHEREAS, User represents he/she has a need to have access to the EMR system for purposes of performing his/her job responsibilities; and

WHEREAS, HaysMed has certain obligations under federal and state laws and private contract to protect the privacy and security of confidential information relating to and maintained on the EMR system; and

WHEREAS, as a condition of providing User with access to the EMR system, HaysMed requires User to participate in certain training opportunities and agree to certain restrictions on the use of the EMR system specified herein; and

WHEREAS, User is willing to agree to these restrictions as a condition of using the EMR system.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, the parties agree as follows:

1. **Confidential Information:** As used herein, “**Confidential Information**” includes any information, regardless of the manner in which is communicated or maintained (e.g., oral, paper, electronic) that falls into one or more of the following categories:
  - a. **Protected Health Information:** Information relating to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. Protected Health Information includes demographic information, e.g., address, telephone number, employer, date of birth, next of kin, identification numbers.
  - b. **Third Party Information:** Information belonging to a third party utilized by HaysMed for limited purposes pursuant to an agreement with the third party, including, but not limited to computer programs, client and vendor proprietary information source code, and proprietary technology.
2. **Participation in Training Opportunities:** As a condition of receiving access to the EMR system, User shall participate in required training sponsored by HaysMed relating to the use of the EMR system. User acknowledges HaysMed may terminate User’s access to the EMR system if User fails to complete required training in a timely manner.

3. **Adherence to Policies and Procedures:** HaysMed has developed comprehensive policies and procedures concerning the proper use of the EMR system. HaysMed may, from time to time, change or revise such policies and procedures as HaysMed deems necessary to better protect Confidential Information relating to or maintained on the EMR system. User shall be familiar with and adhere to all applicable policies and procedures, including any changes or revisions to those policies and procedures. If User has any concerns relating to the application of any specific policy and procedure to a particular circumstance, User shall seek guidance concerning the matter from appropriate HaysMed personnel. User acknowledges HaysMed may terminate User's access to the EMR system if User fails to adhere to such policies and procedures.
4. **Password Protection:** HaysMed has assigned to User a password to gain entry to the EMR system. Such computer access shall be terminated immediately upon the termination of User's current employment. User shall not leave a written or electronic record of User's password at any location at which any other person may view such record. User shall not provide User's password to any other person or entity, including co-workers, friends, or family members. User shall be responsible for all activities undertaken using User's password, access code, and other authorization, and User shall be responsible for any misuse or wrongful disclosure of Confidential Information resulting from the use of User's password, access code, or other authorization. User shall not utilize any other person's computer password, access code, or any other authentication to access the EMR system. If User has any reason to believe the security of User's computer password, access code, or any authorization User has that allows User to access the EMR system has been compromised, User shall report such concerns to appropriate HaysMed personnel as soon as possible.
5. **Exclusive Use:** User shall use the EMR system solely and exclusively for the purposes of (1) providing health care services to those patients for whom User is directly involved in providing care and treatment (hereinafter referred to as "User's Patients"), (2) obtaining payment for such care and treatment provided to User's Patients, or (3) conducting health care operations on behalf of HaysMed. User shall not, under any circumstances, access the EMR system in order to obtain Confidential Information on User or User's family members. In accessing the EMR system, User shall attempt to gain access only to that Confidential Information minimally necessary to provide care and treatment to, or obtain payment from User's Patients. User understands that any other use of the EMR system is specifically prohibited, and any such prohibited use may result in the termination of User's access to the EMR system.
6. **No Ownership Interest:** By granting User access to the EMR system, HaysMed in no way grants any rights or ownership interests in any Confidential Information to which User may have access through the EMR system. User shall respect the ownership of proprietary software utilized in the EMR system. User shall not make unauthorized copies of any such software, nor attempt to reverse engineer or otherwise attempt to gain access to such software.
7. **Tracking of Use:** User understands that HaysMed may monitor each and every time the EMR system is accessed by any person. User understands that any action User takes in the EMR system may be tagged with User's unique identifier as established in User's profile, and such actions may be traced back to User.
8. **Indemnification:** User agrees to indemnify and hold HaysMed harmless from any and all claims, demands, or actions relating to bodily injury or death of any person, or damage to real and/or tangible personal property, or any breach of confidentiality to the extent caused by User's breach of this Agreement and/or inappropriate use of the EMR system.
9. **Independent Contractor:** It is expressly agreed by the parties that User is at all times hereunder acting and performing as an independent contractor and that no act, commission, or omission by either User or HaysMed shall be construed to make or constitute the other as principal, agent, joint venturer, or associate.

10. **Term and Termination:** The term of this Agreement shall continue for so long as User continues to have access to the EMR System. User understands HaysMed may terminate such access at any time for any known or suspected violation of this Agreement by User. User's obligation to maintain the confidentiality of any and all Confidential Information to which User gains access through the EMR System shall survive termination of this Agreement.
11. **Governing Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
12. **Severability:** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
13. **Superseding Provisions:** This Agreement constitutes the entire understanding and agreement between the parties, and a fully executed copy shall be deemed an original for all purposes and shall supersede all prior written contracts, all addenda thereto, and any oral and/or written statements or agreements, including any letters of agreement relating to this Agreement or the terms covered herein.
14. **Amendments:** This Agreement may be amended, but only in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**"USER"**

**"HAYSMED"**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Edward Herrman  
President & CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinic Name/Company

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Email Address