

TMC HEALTHCARE
REMOTE ACCESS AGREEMENT

TMC HealthCare, located at 5301 East Grant Road, Tucson, Arizona (“TMC”), agrees to provide remote access to the organization signing below (the “Site”), as of the date of the site personnel’s signature below (the “Effective Date”) under the terms of Remote Access Agreement (the “Agreement”).

TMC, as a healthcare provider, is obligated to safeguard the privacy and security of patient protected health information (“PHI”). TMC utilizes an electronic health record system (its “EHR System”) which allows Sites to remotely access PHI within the EHR System. Following verification of the existence of a treatment, payment, or certain health care operation relationship that supports the Site’s need to remotely access the EHR System, TMC agrees to grant the Site access to its EHR System from a location remote from TMC subject to the conditions set forth below. Please read and initial next to each condition that must be met in exchange for TMC’s grant of remote access:

1. _____ The Site acknowledges that through remote access to the EHR System, the Site may view and retrieve the electronic health records (“EHR”) of patients for the purpose of treatment, payment or certain health care operations. The Site understands the PHI contained in the EHR is protected by federal and state law, as well as the policies and procedures of TMC.
2. _____ The Site will submit the Remote Access Request attached to this Agreement to TMC before remote access to the EHR System will be considered and will submit an updated Remote Access Request whenever the Site information provided on the Remote Access Request changes.

The Site will submit a Remote Site Personnel Access Request for each employee of the Site that will be remotely accessing the EHR System. The Site will immediately submit an updated Remote Site Personnel Access Request whenever there is any change in the employees of the Site who will remotely access the EHR System.

In the event that the Site subcontracts to any individual or firm that will remotely access the EHR System, that subcontractor must submit a Remote Access Request and enter into a separate Remote Access Agreement with TMC. The Site agrees that it will not act as an electronic "hub" or "switch" allowing third parties to access the EHR System without prior written consent of TMC.

3. _____ **The Site agrees to access the EHR System only from and within the United States.** The Site agrees to comply with all applicable state and federal laws regarding the privacy and security of health information and with all existing and future TMC policies and procedures concerning PHI.
4. _____ The Site agrees to access PHI only for those individuals with whom the Site or the provider(s) for whom the Site works, has a treatment, payment, or certain health care operation relationship. The Site also agrees to access only the minimum necessary amount of PHI to perform the job functions related to that treatment, payment, or certain health care operation relationship. Any other access requires the express written permission of TMC.
5. _____ The Site agrees to never access PHI for any reason other than for the purpose of treatment, payment or certain health care operations of patients for whom the Site, or the provider the Site works for, has a direct treatment, payment, or certain health care operation relationship. The Site understands that this includes viewing PHI of Site’s self, children, family members, friends, or coworkers, unless the Site, or the provider(s) for whom the Site works, has a treatment, payment, or certain health care operation relationship with those individuals.
6. _____ The Site agrees to not install Google Desktop Search (GDS) or any similar products on any workstation where the User accesses TMC’s EHR System. The Site understands that installing this type of product for desktop search would constitute a breach of confidentiality or violation of HIPAA regulations.

7. _____ The Site agrees to not release assigned User ID and password to any other person or entity, and the Site agrees not to allow anyone else to access or use the EHR System under assigned User ID and password. The Site agrees to not access the EHR system under anyone else's User ID and password. The Site understands that when the Site is assigned a User ID and password to access the EHR System, this is the equivalent of the Site's signature, and the Site is fully responsible and will be held accountable for all activity performed under assigned User ID or password.
8. _____ The Site agrees to not allow any unauthorized person to use or access the EHR System. The Site agrees to not allow patients, unauthorized staff members, family, friends, or other persons to see PHI on the Site's computer screen while the Site is accessing the EHR System.
9. _____ The Site understands that the Site must notify the TMC Service Desk immediately if the Site becomes aware or suspects that another person has access to the assigned password, or if the Site thinks PHI is being accessed or shared improperly.
10. _____ The Site agrees that compliance with this Agreement may be audited by TMC. The Site agrees to cooperate with any audit conducted by TMC. The Site also agrees to allow TMC to inspect any computer the User uses for remote access, including those located at home or at any office.
11. _____ The Site understands that TMC can suspend Site access pending investigation of potential breaches or suspected improper access.
12. _____ The Site agrees that, in the event the Site breaches any provision of this Agreement or TMC becomes aware of suspects inappropriate use of a designated User ID or password, TMC may terminate Site remote access.

Name of Site

Site Coordinator (Print name): _____

Signature: _____

Title: _____

Date: _____

