

Central Credentialing

Dear Applicant,

As you may know, the Privacy and Security Rules implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") went into effect, respectively, on April 14, 2003, and on April 21, 2005. Like Memorial Hermann Health System ("Memorial Hermann"), your office must be in compliance with both the Privacy and Security Rules of HIPAA and with the Texas Medical Privacy Act, Tex. Health & Safety Code § 181.

These complex sets of laws and rules require that a patients' protected health information (PHI) be used only as necessary for treatment, payment, or health care operations. Memorial Hermann is committed to ensuring the privacy and security of its patients' information and complying with the regulations.

The following policies may be accessed and reviewed electronically at Credentialing Required Forms/ Memorial Hermann:

<https://www.memorialhermann.org/healthcare-professionals/physicians/credentialing/required-forms>.

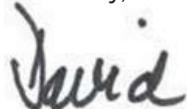
- 1) Memorial Hermann Policy on Protected Health Information,
- 2) Practitioner's Confidentiality Agreement,
- 3) Memorial Hermann Joint Notice of Privacy Practices,
- 4) Medical Staff Bylaw language changes, and
- 5) Memorial Hermann Security Policies.

To help Memorial Hermann comply with these regulations, please sign the confidentiality statement, and to the medical staff office as soon as possible.

All physicians and allied health professionals with privileges to practice at a Memorial Hermann facility are included in Memorial Hermann's Organized Health Care Arrangement (OHCA). Your participation in Memorial Hermann's OHCA is for the sole purpose of complying with the HIPAA Privacy Rule. How will this benefit you and your Practice? As a member of Memorial Hermann OHCA, you do not have to distribute your Notice of Privacy Practices to patients who you care for at a Memorial Hermann facility, nor are you required to have an acknowledgement of receipt of this Notice signed by your patients. While your patient remains in a Memorial Hermann facility, the health information created within or received during their stay is subject to the privacy practices described in Memorial Hermann's Notice of Privacy Practice. This Notice does not apply to the information in your custody held in your private practice. You are required, as a separate covered entity, under the Federal HIPAA Privacy Rule and Texas Medical Privacy Act, Tex. Health & Safety Code § 181, to have a Notice of Privacy Practice in your private office. You can access the policy directly at www.memorialhermann.org under the Legal and Policy Information link at the bottom of the webpage.

Thank you for your cooperation on this important matter.

Sincerely,



David L. Callender, MD President/CEO
Memorial Hermann Health System

Access and Confidentiality Agreement - Practitioner Memorial Hermann Health System (MHHS)



As a practitioner with privileges at a MHHS facility (hereinafter referred to as "Practitioner"), you may have access to what this agreement refers to as "Confidential Information." The purpose of this agreement is to help you understand your duty regarding Confidential Information. "Confidential Information" includes patient information, employee information, financial information, other information relating to, MHHS, and information proprietary to other companies or persons. You may learn of or have access to some or all of this Confidential Information through MHHS' computer systems (which include but are not limited to the clinical and financial information systems, the patient paper record, OneSource), or through your professional care to MHHS patients. Confidential Information is valuable and sensitive, and is protected by law and by MHHS policies. The intent of those laws and policies is to ensure that Confidential Information will remain confidential – that is, that it will be used only as necessary to accomplish MHHS' mission. As a Practitioner having access to Confidential Information, you are required to conduct yourself in strict conformance to applicable laws and MHHS' policies governing Confidential Information. Your principal duties in this area are explained below. You are required to read and to abide by these duties. A violation of any of these duties may result in, but is not limited to, the loss of privileges to access Confidential Information, loss of privileges at MHHS' facilities, and/or legal liability.

PRACTITIONERS (AGREEMENT)

As a Practitioner, I understand that I will have access to Confidential Information, which may include, but is not limited to, information relating to:

- Patients (such as records, conversations, admittance information, patient financial information, etc.).
- Employees (such as salaries, employment records, disciplinary actions, etc.),
- MHHS information (such as financial and statistical records; strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.), and
- Third party information (such as computer programs, client and vendor proprietary information source code, proprietary technology, etc.).

Accordingly, as a condition of, and in consideration of, my access to Confidential Information, I agree that:

1. I will use Confidential Information only as needed by me to perform my legitimate duties as a Practitioner caring for MHHS patients with MHHS. This means that:
 - a. I will not access Confidential Information for which I have no legitimate need to know;
 - b. I will not in any way divulge, copy, release, sell, loan, revise, alter, or destroy any Confidential Information except as properly authorized within the scope of my professional activities as a Practitioner affiliated with MHHS;
 - c. I will not misuse or mishandle Confidential Information
2. I will safeguard and will not disclose or share my access code or any other authorization that allows me to access Confidential Information. I accept responsibility for all activities undertaken using my access code or other authorization.
3. I will report to the Privacy Compliance Hotline at 1-800-621-4249 any suspicion or knowledge that I have that my access code, authorization, or any Confidential Information has been misused or disclosed without MHHS' authorization.
4. I will report, as provided in statement no. 3, activities by any individual or entity that I suspect may compromise the confidentiality, integrity, or security, of Confidential Information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
5. I understand that my obligations under this Agreement will continue after termination of my privileges as a Practitioner, as defined in this Agreement. I understand that my privileges hereunder are subject to periodic review, revision, and, if appropriate, renewal.
6. I understand that I have no right or ownership interest in any Confidential Information referred to in this Agreement. MHHS may, at any time, revoke my access code, other authorization, or access to Confidential Information. At all times while privileged as a Practitioner, I will safeguard and retain the confidentiality of all Confidential Information.
7. I will be responsible for my misuse or wrongful disclosure of Confidential Information and for my failure to safeguard my access code or other authorization to access Confidential Information. I further understand that my failure to comply with this agreement may result in my loss of privileges to access Confidential Information, loss of privileges at MHHS' facilities, and/or legal liability.
8. I understand under this Agreement that I am responsible to MHHS for any unauthorized access or misuse of information by my office staff.
9. I will comply with this Agreement and applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Texas Medical Privacy Act, Tex. Health & Safety Code § 181 on the use and disclosure of patient protected health information.

Printed Name: _____

Signature: _____ Date: _____