	Electronic Medical Record Access Agreement for Non Summit Pointe Users
Summit Pointe	

Access to consumer, employee and business information is a privilege granted on a need-to know (role based) basis. Every user must sign the SUMMIT POINTE ELECTRONIC MEDICAL RECORD ACCESS AGREEMENT FOR NON-SUMMIT POINTE USERS before access to PCE will be granted.

Summit Pointe makes accessible to authorized users its EMR (SPOT) which contains a broad range of electronically stored medical information about customers, including Protected Health Information, for the sole purpose of providing healthcare and/or healthcare services. User requires access to medical information stored in Summit Pointe's EMR and Summit Pointe wishes to allow User to have access to SPOT so that User may access such medical information needed by User to provide healthcare and/or healthcare services for customers.

Definitions

A. Protected Health Information or PHI shall have the same meaning as the term "protected health information" in 45 CFR 160.501. PHI includes customer-identifiable clinical and demographic information in any form (electronic, paper, or oral).
B. Treatment is defined in 45 CFR 164.501.
C. User means the individual who is authorized to have access to the Summit Pointe EMR.
D. SPOT is the name used for Summit Pointe's electronic medical record (EMR).

Terms of Access

A. Information, including PHI, accessed and/or retrieved from the EMR, is intended only for review and/or use of the authorized user for legitimate business needs. Access and/or retrieval of information from the EMR for any other purpose is expressly prohibited.
B. User's access to the EMR will be recorded electronically, and EMR access and use may be audited by Summit Pointe at any time on a random basis or for cause. Users consent to having all or any part of their use of and access to Summit Pointe's EMR recorded, audited, or reviewed at any time.

Agreement and Conditions of Access and Use

In consideration for the use of SPOT, User agrees to the following terms and conditions:

A. To access PHI only for the purpose of providing healthcare or for providing healthcare services; for non-treatment purposes, users will access the minimum amount of information needed.
B. To not share or give his/her authentication credentials (USERID and password) to any other individual or to fail to take appropriate measures to safeguard his/her authentication credentials.
C. To not use or disclose PHI other than as permitted by the Michigan Mental Health Code, 42 CFR part 2, and HIPAA.
D. To use appropriate safeguards and practices to prevent use or disclosure of PHI other than as provided for in this agreement, including but not limited to the following:

- User will not download or copy/paste medical record documents to a computer or external device.
- If documents are printed for customer care, they should be kept secure while in use and shredded when no longer needed.
- Printed documents may not be removed from the healthcare facility.
- Customer information may not be left displayed on the computer screen. The user will log out of the application before leaving the computer.

E. To mitigate, to the extent practicable, any harmful effect that is known to User of a use or disclosure of PHI in violation of the requirements of this agreement.

F. To promptly report to the Summit Pointe Compliance Hotline at 877-277-0005 any use or disclosure of PHI of which he/she became aware which would violate the terms of this agreement.

G. To comply with all applicable federal and state laws and regulations which protect the confidentiality of PHI.

H. To not act or fail to act in a way that would cause Summit Pointe to be non-compliant with applicable federal or state laws which protect the confidentiality of PHI.

I. To promptly notify Summit Pointe's Compliance Officer when changes occur in his/her practice or job duties which would eliminate or impact his/her status for access to Summit Pointe's EMR.

J. This agreement is in addition to, and does not limit, supersede, or negate, confidentiality, privacy, or other requirements set forth in provider's contract for supports and services with Summit Pointe.

Termination

This agreement will terminate immediately and automatically, without notice, upon termination of the provider's contract for supports and services with Summit Pointe or the user's employment with the provider.

By signing below, I verify that I have read the SUMMIT POINTE ELECTRONIC MEDICAL RECORD ACCESS AGREEMENT FOR NON-SUMMIT POINTE USERS, and understand my responsibilities and agree to follow this agreement.

_____   _____

Printed Name   Date

_____   _____

Signature   Agency

_____   _____

Supervisor Signature   Date