

Central Credentialing

August 2017

Dear Applicant,

The HIPAA Privacy Rule went into effect on April 14, 2003, and on April 21, 2005 the HIPAA Security Rule became effective. Like Memorial Hermann Health System (“Memorial Hermann”), your office must be in compliance with both the Privacy and Security Regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and with the Texas Medical Privacy Act, Tex. Health & Safety Code § 181.

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

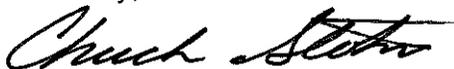
Enclosed are the 1) Memorial Hermann Health System Policy on Protected Health Information, 2) Practitioner's Confidentiality Agreement, 3) Memorial Hermann Health System's Joint Notice of Privacy Practices, 4) Corporate Bylaw language changes, and 4) Security Policies. To help Memorial Hermann Health System comply with these regulations, please sign the confidentiality statement and return as soon as possible. You may also fax the signed confidentiality statement to (713) 338-6570 or (713) 338-6580.

All physicians and allied health professionals with privileges to practice at a Memorial Hermann facility are included in Memorial Hermann Health System's Organized Health Care Arrangement (OHCA). Your participation in Memorial Hermann Health system'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 Health System's 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 this Notice. This Notice does not apply to the information in your custody held in your private practice. You are required, as a 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.

We want all members of our medical staff to be aware of the [Joint Notice of Privacy Practices](#). You can access the policy directly at www.memorialhermann.org under the Policy link at the bottom of the webpage.

Thank you for your cooperation on this important matter.

Sincerely,



Chuck Stokes
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, PhysicianLink, MyCareLink), or through your professional care to MHHS patients. Confidential Information is valuable and sensitive, and is protected by law and by strict MHHS policies. The intent of those laws and policies is to assure 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. The violation of any of these duties can have serious consequences including, but not limited to, loss of privileges to access Confidential Information, loss of privileges at MHHS' facilities, and to 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:

- 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 promise that:

1. I will use Confidential Information only as needed by me to perform my legitimate duties as a Practitioner caring for patients Affiliated with MHHS. This means, amount other things that:
 - a. I will not access Confidential Information for which I have no legitimate need to know' and
 - 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; and
 - c. I will not misuse Confidential Information or carelessly care for Confidential Information.
2. I will safeguard and will not disclose my access code or any other authorization I have that allows me to access Confidential Information. I accept responsibility for all activities undertaken using my access code and 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 paragraph 3, above, activities by any individual or entity that I suspect may compromise the Confidentiality 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 during my privileges 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 understand that my failure to comply with the Agreement may also result in my loss of privileges to access Confidential Information, loss of privileges at MHHS' facilities, and to legal liability.
8. I understand I am responsible to MHHS for any misuse of information by my office staff.
9. I will comply with this Agreement and applicable law and regulations, including but not limited to the Federal 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: _____