

Hendrick Information Allscripts SCM (known as Apollo)
Formerly known as HIN
Access Agreement Execution Instructions
Revised: 08/14/2017

Hendrick Medical Center will not grant access to the Allscripts SCM (known as Apollo) System until a fully completed Apollo Access Agreement ("**Agreement**") has been executed.

Please read the License Agreement in its entirety. Once you have reviewed the License Agreement, please follow these steps.

Step 1: On page 2, please complete the appropriate blanks with the requested information in the first paragraph (header paragraph).

Step 2: On page 6, Section 13.11, entitled "Notice," please complete the Provider name and address and include the contact person's name.

Step 3: On page 7, Exhibit A, entitled "Authorized Apollo User Application," please list all authorized users for which you are requesting access to Apollo and have the physician whose personal census you will be accessing sign the signature line. Please note that this form must be signed by the physician. Each physician in the practice must sign a User Application for his/her staff.

Step 4: On page 8, Exhibit B, entitled "Appropriate Usage and Confidentiality Agreement," must be completed and signed by each individual listed on Exhibit A and have them sign complete and return it with the Agreement.

Step 5: On page 9, Exhibit C entitled, "Minimum Required Hardware Specifications List," if you require optional access please check and initial appropriate blanks.

Step 6: Please forward completed and executed original Agreements with all Exhibits to: Information Systems, Hendrick Medical Center, 2025 S. Treadaway, Abilene, TX 79602, or **faxed to 325-670-3436**.

Once Hendrick has received a correct and complete Agreement, you will be contacted to schedule installation and training. If you have any questions regarding completion of the Agreement, please do not hesitate to contact Hendrick Information Systems at (325) 670-2849.

Upon the addition or termination of Permitted Users, please update Exhibit A, including proper signature, and complete an Exhibit B for each new user, and then forward both Exhibits to Hendrick Information Systems at the above address. Information Services will then contact any new users to set up passwords, provide training, and answer any Apollo-related questions.

Please note that this **Agreement is effective for a two (2) year term only** and must be renewed every two years(2) years or access to Apollo will be terminated at the end of the term. If you have any questions regarding Apollo access, please contact Hendrick Information Systems Service Desk at (325) 670-2849.

APOLLO ACCESS AGREEMENT:

This APOLLO ACCESS AGREEMENT ("**Agreement**") is entered into on the _____ day of 20__ (the "**Effective Date**"), by and between Hendrick Medical Center and its affiliates ("HMC"), a non-profit corporation, and _____ a _____ ("**Provider**").

WITNESSETH:

WHEREAS, HMC provides inpatient and outpatient hospital services to persons in its community and service area and is the owner and operator of the HMC Apollo, a patient electronic medical record software program;

WHEREAS, it is the desire of HMC to meet the medical, surgical, nursing, therapeutic, and other health care needs of its community and service area to the best of its ability utilizing available resources;

WHEREAS, HMC and User are covered entities as defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations;

WHEREAS, Provider is a health care provider who furnishes health care services to patients in and around Taylor County, Texas, some of whom also receive health care services from HMC; and,

WHEREAS, HMC wishes to give Provider access to Apollo and Provider desires access to Apollo for the purpose of improving the efficiency of providing health care services to patients served by both Provider and HMC; and,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, terms, and conditions herein contained, the parties agree as follows:

1. AGREEMENT; HMC agrees to grant Provider access to Apollo for the purpose of accessing information related to Provider's patients in return for Provider's agreement to comply with the terms and conditions of this Agreement. Access to Apollo is expressly limited to Provider's treatment and payment needs related to patients served by both Provider and HMC.

2. GRANT OF LICENSE;

2.1 HMC agrees to grant Provider a non-exclusive, non-transferable, non-assignable, license to use the Apollo software program and databases for the purpose of accessing information contained in the Apollo databases solely for Provider's treatment and payment purposes. Provider will not (nor permits another to) sell, assign, transfer, sublicense, or otherwise dispose of Apollo or any part thereof to any other person, firm, or entity without the prior written consent of HMC and will not assign, transfer, mortgage, charge or pledge any of its rights or obligations under this Agreement. Provider will not (nor permit another to) create or attempt to create, by reverse engineering or otherwise, the source programs or any parts thereof from the object program or from other information made available under this license or otherwise, whether such information is made available to Provider orally, in writing, tangibly, or intangibly.

2.2 Provider agrees that Apollo and all materials and information furnished pursuant to HMC's grant of access to Apollo are provided for Provider's exclusive use for the purpose of this Agreement and such grant in no manner implies any ownership, proprietary, intangible, intellectual, or other property rights to Apollo on Provider's part.

3. AUTHORIZED USERS;

3, 1 Identification of Authorized Users, Provider requests that HMC grant Apollo access to the individuals in Provider's organization that are listed on Exhibit A ("Authorized Users"), Provider will ensure that all individuals for whom Provider has requested Authorized User status complete the Appropriate Usage and Confidentiality Agreement, attached as Exhibit B, prior to installation and use of Apollo, Provider will notify HMC in writing within five (5) days of any changes in the persons Provider wishes to designate as Authorized Users,

3, 2 User ID, HMC will assign each Authorized User a unique identifier ("User ID"), HMC's assignment of User IDs will be in accordance with HMC's policies and procedures governing role-based access and the access rights requested by Provider for the Authorized User, provided, however, that HMC may, in its sole discretion, restrict or refuse to grant Apollo access to any individual requested by Provider,

3, 3 Oversight of Authorized Users,

(a) Provider will be responsible for and oversee the use of User IDs assigned to Provider's Authorized Users, and acknowledges that the misuse of User IDs to access Apollo and/or misuse of confidential information as described by this Agreement by Provider or Provider's employees, agents, or associates may result in immediate termination of this Agreement and Provider may be subject to disciplinary action by HMC Medical Staff up to and including termination of Provider's staff membership and privileges at HMC,

(b) Provider acknowledges Provider's obligation to supervise and manage access to Apollo by Authorized Users and will implement appropriate systems to ensure that User IDs and passwords are not used by persons who are not Authorized Users, Provider agrees and acknowledges that Provider will be solely responsible for all acts and omissions of Provider and is jointly and severally liable for all acts and omissions of the Provider's Authorized Users and all other individuals who access Apollo through the use of any password, identifier, mechanism, or log-on received or obtained from the Provider or any of Provider's Authorized Users,

4 SECURITY;

4, 1 System Security. Provider will implement appropriate security measures with respect to Apollo access, and will use reasonable efforts to ensure that only Authorized Users access or use Apollo, and that such use is limited to patient records that Provider requires for treatment or payment purposes,

4,2 System Audits, Provider acknowledges that HMC may log, access, review, audit, and otherwise utilize information stored on or passing through Apollo in order to manage and enforce Apollo security,

4,3 Security Incidents, In the event of a breach or threat of breach of Apollo security, Provider agrees to take timely steps necessary to mitigate any potential damage from such a breach and to immediately notify HMC of such incidents and cooperate with HMC in its review of the incidents,

5. CONFIDENTIALITY AND HIPAA:

5, 1 Compliance with HIPAA, Provider will comply and will ensure all Authorized Users comply with all applicable standards for the confidentiality, security, and use of protected health information ("PHI") set forth by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under at 45 CFR Parts 160, 162, and 164 ("HIPAA") and any related requirements under other applicable federal, state, and local law, Provider agrees to report promptly to HMC any breach of the confidentiality of the PHI [e.g., a breach which is not an incidental disclosure permitted under 45 CFR 164.502(a)(1)(iii)] "Security and Privacy, Uses and Disclosures of Protected Health Information, General Rules," of which it becomes aware. Provider acknowledges and agrees that any breach of this Section

5.1 By Provider or Provider's Authorized Users will cause irreparable injury and damages to HMC for which there is no adequate remedy at law, and as to which money damages cannot be readily ascertained. Accordingly, Provider hereby consents in such event to the granting of immediate injunctive relief against any continuing breach, without the necessity of posting bond, together with attorney's fees and costs reasonably incurred in enforcing this provision.

5.2 Confidentiality. Provider will take reasonable precautions to maintain the confidentiality of Apollo and will not disclose the same to others or to duplicate it in whole or in part except as required for backup security storage. In the event this Agreement is terminated for any reason, Provider will return all proprietary information to HMC and will erase from all computer storage and computer storage devices any image or copies of Apollo. The rights of Provider to Apollo will cease on termination of this Agreement but the obligations of confidentiality and other protective covenants running to HMC's benefit will continue after such termination

6. EQUIPMENT SPECIFICATIONS:

6.1 Minimum Requirements. Provider agrees that to accommodate installation of Apollo access software, Provider's hardware and software capabilities must meet the minimum specifications as stated on the Minimum Hardware Requirements Specifications List attached as Exhibit C. HMC expressly reserves the right to modify the minimum specifications at any time and without prior notice. Additional hardware or software may be required to meet HIPAA standards, such as requirements to encrypt and decrypt information from and to the Provider's office and HMC.

6.2 Installation. HMC agrees to install the HMC approved software program or access points on Provider's designated devices to give Provider access to Apollo. HMC is not responsible for, and will not provide, support for Provider's hardware or other software, including assistance resolving conflicts that Provider's software or hardware may have with Apollo.

7. COMPENSATION: Except for the software installed by HMC, Provider will be solely responsible for the costs related to the software or hardware necessary to provide access to Apollo. The parties represent that no compensation of any type has been paid, nor will it be solicited, offered, paid, or received by Provider or HMC for performance of obligations and responsibilities pursuant to this Agreement.

8. TERM AND TERMINATION:

8.1 Term. The Term will begin on the Effective Date and will continue for a period of **two (2) years** unless terminated as provided herein.

8.2 Termination. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. HMC may terminate this Agreement immediately and without prior notice if Provider or an Authorized User breaches a material term of the Agreement, including, but not limited to, the HIP AA and confidentiality provisions in Section 5.

8.3 **Survival.** Sections 2, 5, 9, 10, 11, 13.3, and 13.5 of this Agreement will survive termination of the Agreement.

9. DISCLAIMER OF WARRANTIES. APOLLO IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HMC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN HIN WILL MEET USER'S REQUIREMENTS OR THAT THE OPERATION OF APOLLO. WILL BE UNINTERRUPTED OR THE INFORMATION OBTAINED THROUGH HIN WILL BE ERROR-FREE. DUE TO THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED BY APOLLO, AND SUCH INFORMATION COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS.

10. LIMITATION OF REMEDIES. IN NO EVENT WILL HMC BE LIABLE TO PROVIDER AS A RESULT OF INSTALLATION OF APOLLO, USE OF APOLLO OR THE INFORMATION PROVIDED BY IT FOR DAMAGES, LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN COMMUNICATED

TO HMC AND REGARDLESS OF WHETHER HMC HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES. HMC WILL HAVE NO OBLIGATION OR LIABILITY, AND PROVIDER WILL HOLD HMC HARMLESS OF AND FROM ANY CLAIM BASED UPON PROVIDER'S USE OF HIN.

11. INDEMNIFICATION. PROVIDER WILL INDEMNIFY AND HOLD HARMLESS HMC, ITS AFFILIATES, OFFICERS, TRUSTEES, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, AND ANY OTHER PERSONS FIRMS, ENTITIES, THIRD-PARTIES, INDEPENDENT CONTRACTORS, OR OTHERS IN PRIVITY WITH HMC OR FOR WHOM HMC HAS VICARIOUS LIABILITY, WHETHER SPECIFICALLY NAMED HEREIN OR NOT, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, JUDGMENTS, DAMAGES, LOSSES, AND LIABILITIES OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF MEDIATION, LITIGATION, COURT

12. NO REFERRALS. It is understood and agreed by the parties that this Agreement does not require the referral of business by one party to the other and that no part of the services provided pursuant to this Agreement are intended or should be construed to be in exchange for referrals or arranging referrals.

13. MISCELLANEOUS PROVISIONS.

13.1 Entire Agreement. This Agreement supersedes any previous understanding between the parties, oral or otherwise, and constitutes the entire agreement between the parties relating to the subject matter hereof. Both parties acknowledge that any statements or documents not specifically referenced herein will not have any effect.

13.2 Amendments. This Agreement may be amended only by mutual agreement of the parties in a separate writing.

13.3. Governing Law. It is the intention of the parties that the laws of Texas should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties hereto each hereby agrees that all obligations performable under this Agreement will be performed in Taylor County, Texas, and each party irrevocably agrees to the exclusive venue of the courts in Taylor County, Texas.

13.4 Legal Construction. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction or in arbitration, the same will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of the Agreement, unless the exclusion of such provision defeats the purpose(s) for which the parties entered into the Agreement

13.5 Waiver of Breach. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any right or remedy under this Agreement must be expressly stated in writing.

13.6 Force Majeure. Neither party will not be liable nor be deemed in default of the Agreement for any delay or failure to perform caused by events beyond the reasonable control of the non-performing party.

13.7 Articles and Other Headings. The section designations and other headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of the Agreement.

13.8 Contract Execution. This Agreement will be in writing and executed in multiple originals by the parties. Each multiple original will be deemed an original, but all multiple originals together will constitute one and the same.

13.9 Assignment the rights and obligations of this Agreement may be assigned by HMC, without the consent of Provider, to any affiliate. The rights and obligations of this Agreement may not be assigned or delegated by Provider.

13.10 Third Party Beneficiaries. There are no third parties intended to be beneficiaries of any obligation or right undertaken

13.11 Notice. Notices or communications to be given under this Agreement will be given to the respective parties in writing at the following address or at such other addresses and to such other persons as either party may from time to time designate, by personal delivery, facsimile, overnight delivery service or registered or certified mail, postage prepaid.

13.12 **Independent Contractor.** Each of the parties hereto will at all times be acting and performing as independent contractors. Nothing in this Agreement will be construed to create a principal-agent, employer-employee, master-servant, partnership, joint venture relationship or joint enterprise between HMC and Provider

Such notices or communications will be deemed to have been given upon receipt or refusal of receipt if personally delivered, upon verbal or written acknowledgment if sent by facsimile, one (1) day after delivery to an overnight delivery service, no later than three (3) days after deposit in the United States mail if sent by regular, registered or certified mail, or postage prepaid. Servant, partnership, joint venture relationship or joint enterprise between HMC and Provider.

IN WITNESS WHEREOF, HMC and Provider have executed this Agreement on the day and year as stated below, to be effective on the Effective Date.

HMC:

Information Systems
2025 S. Treadaway Blvd.
Abilene, Texas 79602
ATT: Application Coordinator

PROVIDER:

Practice Name: _____
Address: _____
ATT: _____

Signature: _____
Duane Donaway, IT Director

2025 S. Treadaway Blvd. Abilene, Texas 79602

Date: _____

By: _____
Signature of Provider or Contracting Authority for Practice

Printed Name: _____

Date: _____

Please Print:

_____ agree and acknowledge that during the course of my activities at I may have access to information through Apollo computer system which is confidential and may not be disclosed, except as permitted or required by law and in accord with Hendrick Medical Center's ("HMC") policies and procedures. In order for HMC to properly care for patients and engage in successful business planning, certain information must remain confidential, including, but not limited, to protected health information of patients. Improper disclosure of such confidential information can cause irreparable damage to HMC.

By initialing each section and signing this Agreement, I agree and acknowledge that:

__ I have received education from HMC on HIPAA Privacy and Security Standards and HMC's policies and procedures related to the same, and agree to comply with HMC's HIPAA policies and procedures and all of the requirements of HIPAA regarding protected health information.

__ I will only access information through Apollo for which I have a legitimate, authorized purpose, and if such material is printed, I understand that I am accountable for its security until it is properly destroyed.

__ I will hold as confidential all information related to Apollo and will not disclose such information to any person in a manner that is inconsistent with applicable policies and procedures of HMC or HIPAA.

__ I understand that my access and use of Apollo is subject to routine, random, and undisclosed audits by Hendrick Medical Center.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, HAVE HAD MY QUESTIONS FULLY ADDRESSED,
AND HAVE RECEIVED A COPY FOR MY RECORDS.

Signature: _____ **Date:** _____

Apollo may include:

Limited insurance information; Lab results; Radiology results; Physician census; Height, Weight and Allergies; Echo images; Cath Lab images; Dictated reports; ED visits; Sleep studies; EEG; ECG wave forms; Pulmonary function tests; and, Radiology images, Progress notes, Consult notes

I will require access to the following:

Optional Centralized Scheduling (requires separate password and training)

Optional OBLink (if applicable, also requires separate password and training)

Technical Requirements

- IBM compatible personal computer
- Pentium 3, 400 MHz or greater processor
- Windows: Windows 7 operating system
- Microsoft Internet Explorer Version 9.0 sp 1 or later
- Microsoft Word 97 or greater (Required for Softmed ESA)
- At least 512 MB memory
- At least 200 MB freehard disk space
- High Speed Internet is required for remote connections or 10/100 MB Fast Ethernet Card for on campus connections
- Additional features, upgrades or enhancements added to Apollo may increase Provider minimum requirements from time to time.