

## Access Requests for LMR Over the Internet - Instructions

1. Please print out the attached 2 page "LMR ACCESS AND CONFIDENTIALITY AGREEMENT"
2. Complete all fields legibly
3. Have your practice's Super User (most often the office manager) sign the form authorizing your request
4. **Fax** or Mail the original 2 page request to:

LMR Access Request  
**PCPO - Partners Community Physician Organization**  
399 Revolution Drive | **Suite 1010**  
Somerville | 02145  
**F: 857-282-5912**

### Next Steps:

- Access Requests for LMR and/or related applications will be granted.
- Passwords and instructions for access will be mailed to each user at the practice address.

## Exhibit D

### PARTNERS HEALTHCARE SYSTEM, INC. LMR ACCESS AND CONFIDENTIALITY AGREEMENT (Individual)

#### BACKGROUND

This Agreement explains your responsibilities as an authorized user (“you” or the “Authorized User”) of the Partners Healthcare System, Inc. (“Partners”) Longitudinal Medical Record System (“LMR”). This Agreement also sets forth the terms and conditions governing your access to and use of Partners’ Confidential Information. The parties acknowledge and agree that this Agreement remains subject to the terms and conditions of the LMR Service and License Agreement by and between Partners and the health care provider (the “Provider”) for whom you perform services (the “Master Services Agreement”). As used herein, “Confidential Information” shall mean information regarding Partners or its affiliates, their respective patients, personnel, clinicians or business partners, including but not limited to patients’ individually identifiable health information and other information contained in the medical record, corporate information, marketing information, and financial information, to which you have been provided access through the LMR or which Partners or any affiliate otherwise provides to you.

#### AGREEMENT

1. **User Account, Password, Access and Security.** Subject to the terms and conditions of this Agreement, Partners shall provide Authorized User with access to the LMR. Authorized User represents and warrants that all information provided to Partners in this Agreement, any accompanying registration form or otherwise is true, accurate and complete.
2. **Term; Termination.** The term of this Agreement shall be coterminous with the term of the Master Services Agreement, subject to earlier termination as set forth herein. Partners may also, in its sole and absolute discretion, terminate this Agreement and the access to the LMR at any time, without prior notice and without any liability as a consequence thereof, if: (i) Authorized User ceases to be associated with the Provider who has executed the Master Service Agreement, (ii) the Provider for which Authorized User performs services no longer is authorized to access the LMR, (iii) Authorized User breaches any of the terms of this Agreement, or (iv) Authorized User has violated (or in the reasonable opinion of Partners is about to violate) any applicable law or regulation or any applicable Partners policy or procedure in connection with his or her access to and use of the LMR or any Confidential Information. Upon termination of this Agreement for any reason, all passwords and access codes shall be rendered inoperable and access to the LMR shall terminate immediately. Authorized User acknowledges that he/she understands the confidentiality obligations under this Agreement will continue after termination of this Agreement and access rights hereunder.
3. **Login Codes and Passwords.** Partners will provide Authorized User with one login code and password. Authorized User hereby acknowledges and agrees that:
  - i. Partners may change the log in code and password at any time and from time to time.
  - ii. Authorized User will not share his or her login code or password with any third party.
  - iii. Authorized User will not allow another person to access the LMR or any Partners information system using Authorized User’s login code and password.
  - iv. Authorized User shall immediately notify Partners if Authorized User has any reason to believe that the Authorized User’s login code or password issued to the Authorized User or any Confidential Information has been compromised or misused in any way.
4. **Limits on Use.** Authorized User agrees that he/she shall use the LMR and Confidential Information only in accordance with the terms of this Agreement and the rules, policies and procedures established by Partners for use of the LMR and such Confidential Information.
5. **Ownership.** Authorized User acknowledges that the LMR and all Confidential Information (including all medical records accessed through the LMR other than the medical records created by Provider and Authorized User) are and shall remain the property of Partners and its affiliates. Partners shall retain all rights not expressly granted herein, including ownership of the LMR, all Confidential Information and any content, data, information or materials accessed via the LMR (other than the medical records created by Provider and Authorized User).
6. **Liability.** Authorized User agrees that he/she will be fully responsible and liable for any and all information, data and orders/requests entered into the LMR using the log in code and password issued to Authorized User by Partners.
7. **Confidentiality; Additional Responsibilities of Authorized User.**
  - (i) **Additional Responsibilities of the Authorized User.** Authorized User agrees to comply with all applicable laws and all Partners policies and procedures governing the use of the LMR. By signing this Agreement, Authorized User agrees:
    - a) To safeguard the privacy and security of all Confidential Information;
    - b) To use Confidential Information only as needed to perform his/her responsibilities as an Authorized User and not to disclose such information to any unauthorized third party;

- c) Not to access or use any Confidential Information that Authorized User has no legitimate authorization to access or use.

(ii) **Violation of Responsibilities – Change of Status.** Authorized User further agrees that:

- a) He/she will be subject to discipline or other adverse action (which may include, without limitation, termination of this Agreement, suspension or termination of LMR access, or termination of staff privileges or appointment at any Partners-affiliated institution) if the Authorized User violates any provision of this Agreement; and
- b) ( violation of this Agreement by Authorized User will result in irreparable injury that will entitle Partners to obtain a court order prohibiting Authorized User from using the LMR or any Confidential Information.

**8. Limitation of Liability.** IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL PARTNERS OR ANY PARTNERS AFFILIATE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, FULFILLMENT OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF PARTNERS HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. PARTNERS DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS. Except as specifically set forth in the Master Services Agreement, to the fullest extent allowed by law, in no event shall Partners or any Partners affiliate have any liability for damages arising from or relating to this Agreement or use of the LMR or any Confidential Information by Authorized User. This Section shall survive any expiration or termination of this Agreement.

**9. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCESS TO THE LMR AND THE CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” and “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Specifically, neither Partners, nor any Partners affiliate, nor any of their respective officers, directors, trustees, agents, or medical and professional staff make any representation or warranty with respect to the LMR or that the information contained thereon is or will be true, accurate and complete. This Section shall survive any expiration or termination of this Agreement

**10. Miscellaneous.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts or choice of law. By executing this Agreement, the Authorized User consents to jurisdiction in the courts of the Commonwealth of Massachusetts. The waiver on any one occasion of a breach of any term, condition or obligation of this Agreement shall not be considered a waiver of that or any other term, condition, or obligation on any other occasion. If any term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Authorized User may not assign this Agreement in whole or in part. This Agreement may be amended only by a writing executed by both parties.

**AUTHORIZED USER:**

Name (Last, First, Middle Initial ): \_\_\_\_\_ Suffix (MD, PNP, etc.): \_\_\_\_\_

Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Last 4 digits of SSN \_\_\_\_\_ Home Phone (last 4 digits required): \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Practice Name: \_\_\_\_\_ RSO: \_\_\_\_\_

Street, City, State, Zip: \_\_\_\_\_

Job Title: \_\_\_\_\_ User ID: \_\_\_\_\_ Practice Phone Number: \_\_\_\_\_

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Requesting** (please check all that apply):  Access to Partners LMR  Access to Mini-reg  Access to LMR UPLOAD PORTAL (e.g. for transcription service/staff)

Access to Practice Gateway (please specify): \_\_\_ Message Desk \_\_\_ Medication Desk \_\_\_ Appointment Desk \_\_\_ Referral Desk \_\_\_  
Registration Desk \_\_\_ On Site Enrollment ability

**PRACTICE SUPER-USER**

Super-User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Partners HealthCare Systems, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

