



Physician Connectivity Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between HCA d/b/a St David's HealthCare Partnership (herein referred to as "Hospital") and _____ (herein referred to as "Physician").

WITNESSETH:

WHEREAS, the purpose of this agreement is to state the terms and conditions under which Hospital will provide Physician computer terminal access to Hospital medical records pertaining to Physician's patients admitted or treated at Hospital, in order to promote the efficient and economical delivery of medical care to such patients;

NOW, THEREFORE, in consideration of the mutual promises herein contained, Hospital and Physician agree as follows:

Article I.

Section 1.1. The Program. Hospital has developed and maintains an information computer program and database (collectively, the "Program") which permits Physician to review through a computer terminal in Physician's office or at various locations in Hospital the medical records of Physician's patients at Hospital and to obtain results of radiology treatments performed at Hospital, review medication prescriptions, treatment orders, and results of laboratory procedures and tests performed at Hospital. Hospital reserves the right to modify or discontinue the Program at any time.

Section 1.2. Program Purpose and Limitation. The Program has been designed to assist Physician in providing efficient, economical and quality medical treatment to Physician's patients, but the Program only provides access to medical information pertaining to such patients, and does not relieve Physician of the duty to visit Physician's patients at Hospital, or to sign patient charts and orders as required under Hospital's medical staff bylaws.

Section 1.3. Program Computer Terminal Access. Computer terminals to access the Program have been placed at locations within Hospital for Physician's authorized use without charge to Physician. Hospital will also place in Physician's office without charge to Physician a terminal (which shall remain property of Hospital as hereinafter more fully provided) for authorized use, and access for such terminal (with the means and method of such access to be solely determined by Hospital) to the Program. Physician will provide and maintain a compatible working telephone line which can be used to access the Program through the terminal and means of access provided by Hospital. Terminals so provided to Physician shall be used for accessing the Program as hereinafter more fully provided.

Article II.

Section 2.1. Physician Program Access. Physician will be assigned a confidential code number or other method (as may be solely determined by Hospital) by which Physician can access information in the Program pertaining to Physician's patients, and Physician shall take reasonable care to protect the confidentiality of such confidential code number or other method and shall not divulge such confidential code number or other method to other persons except as permitted herein.

Section 2.2. Medical Staff Membership. Since the purpose of providing Physician with computer terminal access through the Program to Hospital medical records is to promote the delivery of quality, efficient and economical medical care to patients at Hospital, Physician shall have access to the Program only if and so long as Physician shall be a member in good standing of the medical staff of Hospital, with clinical privileges according to Hospital's medical staff bylaws. If such membership and/or clinical privileges are suspended or terminated for any reason, Hospital may terminate Physician's access to the program immediately and without notice to Physician.

Section 2.3. Physician Employee Program Access. Upon Hospital's receipt of written request from Physician (which shall be made by Physician on a form or forms supplied by Hospital), Physician's employees designated in such request shall be provided a method by which such designated employees can access the Program, but such access shall be limited to only such information pertaining to Physician's patients as Physician may designate on such request. Physician's designated employees shall only be permitted to access the Program while employed by Physician (and only so long as Physician is permitted access to the Program), and Physician shall promptly notify Hospital in the event any such designated employee ceases to be employed by Physician. Unless and until Hospital receives such notification, Hospital shall be entitled to assume that all such designated employees remain employed by Physician and continue to be permitted by Physician to access the Program.

Article III.

Section 3.1. Copyright. The Program, any related operating instructions, the patient's medical records, and all other documentation developed for or specifically relating to the records of a patient while at Hospital shall be copyrighted property of Hospital. Physician is granted the right and license under this Agreement to make copies thereof if and to the extent permitted or authorized hereunder.

Section 3.2. Computer Terminal. The computer terminal, modem and other hardware and software (collectively, the "Equipment") furnished by Hospital to Physician in connection with the Program under or pursuant to this Agreement shall remain the property of Hospital. Physician shall use the Equipment only to access the Program and for no other reason. Physician shall take good care of the Equipment while it is in the possession of Physician, and shall not purport to pledge, encumber or convey title to any of the Equipment and shall return the same to Hospital upon termination of Physician's access to the Program for any reason.

Article IV.

Section 4.1. Medical Records Confidential. The parties recognize that the records of the patients maintained in the Program are confidential and both Hospital and Physician are under an obligation to maintain the confidentiality of such records. Physician shall not disclose such records except to (a) other physicians and personnel under the direction of Physician who are participating in the diagnosis, evaluation, or treatment of the respective patients; (b) entities involved in the payment or collection of fees for medical services rendered by Physician provided that the patient in question has consented to such disclosure; (c) medical or law enforcement personnel if Physician determines there is an immediate probability of imminent physical injury to the patient or to others, or if there is a probability of immediate mental or emotional injury to the patient; or (d) to others as provided by law.

Section 4.2. Unauthorized Disclosure. Should Physician or an agent or employee of Physician disclose in an unauthorized manner any information obtained through access to the Program, Physician shall indemnify and save Hospital harmless from and against all claims, demands, suits, judgments, costs and expenses (including reasonable attorney's fees), if any, that may be made or taken against it or incurred by it. Further, in the event of such unauthorized disclosure, and without prejudice to any of its other rights against Physician as a result thereof, Hospital may terminate the access of Physician to the Program, without notice to Physician.

Article V.

Section 5.1. Disclaimer of Warranties. Hospital makes no representation, warranty or guaranty, express or implied, including (without limitation) any warranty of merchantability or fitness for particular purpose with regard to the Program or the Equipment supplied to Physician pursuant to this Agreement. Should the Program or any of the Equipment fail or be inaccurate, under no circumstances shall Hospital be liable for any loss of profits to Physician or for special, consequential, or exemplary damages (all of which are hereby expressly waived by Physician as a part of the consideration to Hospital for this Agreement), even if Hospital has been advised of the possibility of such damages.

Article VI.

Section 6.1. No Assignment. This agreement may not be assigned by Physician without the prior written consent of Hospital which consent may be withheld in Hospital's sole discretion.

Section 6.2. Fees and Expenses. If any action at law or in equity is brought in respect of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other remedy or relief to which such party may be entitled.

Section 6.3. Agreement Term. The term of this Agreement shall commence on the date it is signed as indicated below, and shall continue until termination as herein provided. Termination shall occur (a) upon 30 days written notice from either party to the other, or (b) by Hospital without notice as provided in Section 2.2 or 4.2 hereof. Physician's obligations under Section 3.2 and Article IV of this Agreement, and the disclaimer and waiver under Section 5.1 of this Agreement, shall continue and be unaffected by any such termination.

Section 6.4. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed properly addressed and postpaid, to the address specified below the signature lines for each of the parties, or at such other address as may be specified in writing.

Section 6.5. Divisions and Headings. The divisions of this Agreement into articles and sections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

Section 6.6. Severability. In the event any provision of this Agreement is held to be invalid, unlawful, or unenforceable for any reason and in any respect, such invalidity, unlawfulness, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

Section 6.7. Choice of Law: Place of Performance. This Agreement shall be construed in accordance with the laws of the State in which Hospital is located.

Section 6.8. NO REQUIREMENT TO REFER. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO REQUIRE PHYSICIAN TO ADMIT PATIENTS TO HOSPITAL OR TO UTILIZE HOSPITAL TO PROVIDE INPATIENT, OUTPATIENT OR ANY OTHER SERVICES TO PATIENTS, TO ORDER ANY GOODS OR SERVICES FROM HOSPITAL, OR OTHERWISE GENERATE BUSINESS FOR HOSPITAL. NOTWITHSTANDING ANY UNANTICIPATED EFFECT OF ANY PROVISION OF THIS AGREEMENT, NEITHER PARTY WILL KNOWINGLY OR INTENTIONALLY CONDUCT HIMSELF IN SUCH A MANNER AS TO VIOLATE THE PROHIBITION AGAINST FRAUD AND ABUSE IN CONNECTION WITH THE MEDICARE AND MEDICAID PROGRAMS (42 USC SECTION 1320A-7B).

EXECUTED this _____ day of _____, 20_____.

Hospital: St David's Healthcare Partnership
By (signature): _____
Print Name: _____
Title: _____

Physician Signature: _____

Print Physician Name: _____

Physician Address: _____

