MARYLAND INSTITUTE FOR EMERGENCY MEDICAL SERVICES SYSTEMS

EMERGENCY MEDICAL RESOURCE CENTER
MARYLAND EMERGENCY MEDICAL SERVICES AUDIO RECORDINGS

<u>USER ACCESS AGREEMENT</u>

Pursuant to Maryland law and the Maryland Medical Protocols for Emergency Medical Services, emergency medical services ("EMS") clinicians receive written or oral instruction from licensed physicians to perform specified medical procedures or administer specified medications or intravenous solutions. The Maryland Institute for Emergency Medical Services Systems ("MIEMSS") Emergency Medical Resource Center ("EMRC") operates the communications system that links EMS clinicians with a hospital's base station that has been approved by the Maryland State EMS Board under COMAR 30.03.06 to provide online medical direction to EMS clinicians. MIEMSS creates audio records of oral medical direction and related EMS communications done through the EMRC and between EMS clinicians and a hospital's base station to carry out medical review committee case review of EMS clinicians and hospital base station personnel. MIEMSS maintains these audio records for six (6) months.

Through this User Access Agreement ("Agreement"), _____

("User") and _____ ("Hospital") request access to the EMRC consultation records maintained through the Maryland Emergency Medical Services Audio Recordings ("MDEMSAR") system. User and Hospital request access for the following:

User Information

Full Name (typed or printed legibly): _____

Title/Position: _____

Department: _____

Hospital-Assigned Email Address (*no personal email*): _____

Mobile Phone #:_____

Hospital or Trauma/Specialty Referral Center Information

Facility Name: _____

Health Care Facility Code (4-digit): _____ State: _____

In consideration for MIEMSS providing access to the EMRC audio records through the MDEMSAR system, User and Hospital agree to the following terms and conditions:

1. User and Hospital will have access only to the audio records of oral medical direction and related EMS communications with Hospital's base station (the "EMRC Audio Records") made within the preceding six (6) month period.

2. **User and Hospital must use the EMRC Audio Records only for Hospital Medical Review Committee functions,** including:

a. Evaluating and improving the quality of health care provided by certified or licensed EMS clinicians and other health care clinicians;

b. Evaluating the level of health care needed and the level of performance of health care provided by EMS clinicians and other health care clinicians;

c. Evaluating the quality of medical direction provided to EMS clinicians;

d. Evaluating the quality of communication by and between EMS clinicians and base station personnel; and

e. Document information for medication review committee investigations of patient care encounters.

3. EMRC Audio Records are confidential under Health Occupations Article §§ 1-401 and 14-506, Annotated Code of Maryland. **User and Hospital must maintain the confidentiality of EMRC Audio Records at all times.**

4. MIEMSS will provide User and Hospital access to EMRC Audio Records through the MDEMSAR system, which is an online, web-based portal.

5. MIEMSS will provide User and Hospital with password-protected access to EMRC Audio Records via MDEMSAR for patients transported to Hospital by EMS clinicians or for whom there was a medical consultation with Hospital's base station. **All MIEMSS-supplied passwords provided to User and Hospital must be kept confidential and must not be used by or revealed to any other person.** Hospital personnel shall only access EMRC Audio Records via MDEMSAR for consultation and related communications with Hospital's base station.

6. Passwords and account security must comply with the following: (i) be at least 8 characters; (ii) contain at least 3 of the following: capital letters, lower case letters, numbers, special characters; (iii) the maximum password age is less than 90 days; (iv) the minimum password age is more than 1 day; (v) a lockout occurs after 3 failed attempts; (vi) any lockout is for 15 minutes; and (vii) there is an inactivity timeout after 30 minutes.

7. User must use multi-factor authentication to access EMRC Audio Records via MDEMSAR, through a text message, automated phone call, or security questions.

8. User must not use any personal emails when accessing EMRC Audio Records. User must obtain access to EMRC Audio Records only using a Hospital-issued email address.

9. **Hospital must notify MIEMSS immediately when User is no longer authorized to access EMRC Audio Records.** MIEMSS will terminate User's access upon such notification from Hospital.

10. MIEMSS will routinely verify that access remains only with authorized individuals. Upon request of MIEMSS, Hospital must confirm that User remains authorized to access EMRC Audio Records via MDEMSAR.

11. User and Hospital understand that willful and knowing disclosure of information deemed confidential by law may and will likely result in criminal penalties and civil liability to User and Hospital, as well as hospital personnel, for actual and punitive damages. MIEMSS will not be responsible for any misuse of confidential information by User and/or Hospital, whether intentional or not.

12. All confidentially requirements in this Agreement will continue in perpetuity even upon termination of User's and/or Hospital's access to EMRC Audio Records.

13. In addition to the Hospital's respective MIEMSS regional coordinator, the following MIEMSS personnel may be contacted regarding the EMRC Audio Records:

Rich Berg
Director of Communications
   & Engineering Services
653 West Pratt Street
Baltimore, MD 21201
rberg@miemss.org
Office: (410) 706-3668
Cell: (410) 365-5344

Aksa Nainan
Project Manager
653 West Pratt Street
Baltimore, MD 21201
anainan@miemss.org

MDEMSAR Office:
 (410)706-8528

14. **The User and Hospital signatory must notify MIEMSS within ten (10) days of any change to the contact information provided below, or if the Hospital designates a new contact person for this Agreement. Failure to maintain up-to-date contact information in accordance with this provision will result in immediate suspension of User's and Hospital's access to EMRC Audio Records via MDEMSAR**.

15. MIEMSS may immediately revoke User's and/or Hospital's access to EMRC Audio Records for any violation of the terms of this Agreement.

16. MIEMSS may revoke User's and/or Hospital's access to EMRC Audio Records for any reason other than a violation of this Agreement, with thirty (30) days written notice to User and/or Hospital.

IN WITNESS WHEREOF, User attests that User has read and understands all of the terms and conditions to which User is agreeing, and hereby agrees to follow and be bound to the terms of this Agreement:

_____   _____
User Signature   Date

_____
Printed Name

IN WITNESS WHEREOF, the undersigned Hospital Official attests that he/she/they: (i) are authorized to sign for Hospital; (ii) has read and understands all of the terms and conditions of this Agreement; (iii) approves the User having access to Hospital's EMRC Audio Records through MDEMSAR; and (iv) hereby agrees that Hospital will follow and be bound to the terms of this Agreement:

_____   _____
Hospital Official Signature   Date

_____   _____
Printed Name   Title

Mobile Phone: _____

Hospital-issued Email: _____