

**MEMORIAL HOSPITAL OF SOUTH BEND
LICENSED INDEPENDENT HEALTH CARE PRACTITIONER ACCESS AGREEMENT**

This access agreement is made this _____ day of _____, 20__ between Memorial Hospital of South Bend, Inc. (**Memorial**) and _____ (Licensed Independent Health Care Practitioner (**Practitioner**)).

WHEREAS, Memorial is required by the HIPAA Security Standards (“Security Standards”) to ensure the confidentiality, integrity, and availability of electronic protected health information (“ePHI”) that it creates, receives, maintains, or transmits; and

WHEREAS, Memorial is required by the Security Standards to implement policies and procedures for authorizing access to ePHI in a way that is permitted by the HIPAA Privacy Standards (“Privacy Standards”); and

WHEREAS, Memorial creates and maintains ePHI about patients who receive health care services and is the sole property of Memorial, and

WHEREAS, the treatment and related activities of health care providers require that those providers access Memorial’s electronic information systems containing ePHI and such access is permitted by the Privacy Standards; and

WHEREAS, Practitioner is a health care provider that requires such access to Memorial’s ePHI for its own treatment and related activities, including payment; and

WHEREAS, Memorial authorizes, in its sole discretion and according to formal criteria and procedures, certain personally identifiable Practitioners (“Authorized Individuals”) to have access to Memorial’s ePHI for their own treatment and related activities; and

WHEREAS, Practitioner is designated an Authorized Individual; and

WHEREAS, Memorial’s information security policy (“Security Policy”) is to limit access only to Authorized Individuals, to restrict the scope of their access, to hold Authorized Individuals accountable for their access to Memorial’s ePHI and to maintain records of each Authorized Individual’s access to Memorial’s ePHI; and

WHEREAS, Memorial grants access to Authorized Individuals to Memorial’s ePHI by means of a unique user-id (“UUID”) to identify an Authorized Individual and a Password (“Password”) to authenticate the Authorized Individual’s identity;

NOW, THEREFORE, in consideration of the mutual promises and obligations set out below the parties agree as follows:

1. Renewal of this agreement will occur at the time of reappointment to the Medical Staff.
2. Prior to its expiration, this agreement may be terminated as follows:
 - a. By written agreement of the parties upon the terms and conditions they agree upon.
 - b. By either party upon sixty (60) days prior written notice setting out the termination date.
 - c. By Memorial immediately for cause. Cause shall include but shall not be limited to improper or unauthorized access to Memorial’s ePHI systems or unauthorized or improper disclosure of information they contain.
 - d. By practitioner cancelling or allowing a lapse in its staff membership.
3. Memorial will provide Practitioner with a UUID and Password which must be used to access Memorial’s ePHI.
4. Practitioner agrees that the UUID and Password is the equivalent of a legal signature and that Practitioner will be accountable and responsible for all work done using Practitioner’s UUID and Password.

Licensed Independent Health Care Practitioner Access Agreement (cont.)

5. Practitioner will not disclose Practitioner's UUID and Password to anyone. Moreover, Practitioner will not use an UUID and Password which is not one that is assigned to Practitioner.
6. Practitioner will limit the use of its UUID and Password only for its own, personal access to Memorial's ePHI. Practitioner will not allow any other person or persons to use the assigned UUID and Password.
7. Practitioner will ensure that any instance of access to Memorial's ePHI that is associated with Practitioner's UUID and Password involved only Practitioner reviewing the ePHI and did not involve some other person viewing the ePHI.
8. Provider will only access Memorial's ePHI through the access process that requires the UUID and Password.
9. Practitioner will access data only for patients for whom Practitioner has a legitimate professional need to know, patients who are currently active patients, and only for the purposes that relate to the treatment of patient, consultation with another Practitioner who is treating the patient, or billing for services.
10. Practitioner, without the express written consent of Memorial, will not add information to any electronic medical record.
11. Practitioner will access only the data which Practitioner "needs to know" as that data is designated in Memorial's HIPAA Minimum Necessary policies in effect from time to time.
12. Should Practitioner have reason to believe that its UUID and Password has been disclosed to some other person, Practitioner will immediately contact Memorial to have its Password changed.
13. Practitioner understands and agrees that any misuse of the confidential UUID and Password or violation of systems policies will be considered a violation of Memorial's policies and could subject Practitioner to disciplinary action. Specifically, Practitioner acknowledges that the information to which Practitioner will be granted access involves confidential patient records, PHI and other demographic information which is governed by various privacy laws. Practitioner further understands and agrees that access to this information will be routinely audited by Memorial personnel to insure that only properly authorized individuals with a "need to know" are accessing patient data. The patient data to which Practitioner will have access is the same data that is available in the patient's medical record and must be treated with the same degree of confidentiality with which the paper record is treated. In the event that the Practitioner is accessing PHI to which a Practitioner has no need to know, or if it is determined that Practitioner is otherwise misusing its access capabilities, Practitioner's right of access may be revoked. Practitioner further understands and agrees that any such violation of confidentiality provisions may subject Practitioner to disciplinary action by Memorial's staff and/or board of directors. Practitioner further understands and agrees that HIPAA violations may lead to fines and imprisonment.
14. Practitioner acknowledges that Memorial reserves the right to revoke or alter the UUID and Password at any time and for any reason. Practitioner acknowledges that such Memorial's action of revocation or alternation under this section does not automatically terminate Practitioner right to access Memorial ePHI through processes other than the use of the UUID and Password.
15. Practitioner will notify Memorial when it no longer meets the criteria under which Memorial authorized its access, and will stop using its UUID and Password.
16. Access to Memorial's electronic information systems containing ePHI by Practitioner's workforce members will require the execution of a Physician Practice Access Agreement ("Practice Agreement"). The Practice Agreement along with a signed Confidentiality and Non-disclosure Agreement by each workforce member governs the access responsibilities when accessing Memorial's ePHI.
17. Practitioner will enter into appropriate business associate agreements with any third parties with which Practitioner contracts to perform services on Practitioner's behalf and to which Practitioner provides Memorial ePHI. If requested, Practitioner will provide Memorial with a copy of each of the business associate agreements referred to in this paragraph.

Licensed Independent Health Care Practitioner Access Agreement (cont.)

18. If Practitioner enters into a business associate agreement regarding access to Memorial's ePHI, Practitioner will ensure business associate and/or business associate's third party implements appropriate physical, technical and administrative safeguards provided for under the Privacy Standards, Security Standards, Indiana State Law and implement modifications as changes in the law occur.
19. If Practitioner enters into a business associate agreement regarding access to Memorial's ePHI and if Practitioner becomes aware of any breaches of the agreement by the business associate or a violation by the business associate of Practitioner's agreement with Memorial, Practitioner will immediately inform Memorial of such breach or violation.
20. Prior to accessing Memorial data bases remotely through Practitioner's information system, Practitioner will obtain the written consent of Memorial.
21. Practitioner understands and agrees that Memorial cannot guarantee that Practitioner will always have access to Memorial's ePHI due to system breakdowns and other unforeseen technical difficulties. Accordingly, Practitioner agrees to release and hold harmless Memorial, its subsidiaries, affiliates, employees, directors and agents from and against any and all damages Practitioner may incur as a result of Practitioner's inability to access Memorial's information systems at any given time.
22. Practitioner understands and agrees that the ePHI shall at all times remain the exclusive property of Memorial. Practitioner shall not copy or store said records. This paragraph shall survive the termination of this agreement.
23. Practitioner agrees that Memorial would be irreparably harmed by a disclosure of ePHI contained in Memorial's electronic information systems. Consequently, Practitioner agrees that in the event of a disclosure or a threatened disclosure, Memorial shall, in addition to any other remedy to which it might be entitled, be entitled to obtain a temporary restraining order, preliminary injunction and permanent injunction against the disclosure or threatened disclosure; all relief shall be available to Memorial without the necessity of posting a bond.
24. In the event of a breach, in addition to any other remedy to which it might be entitled, Memorial shall be entitled to recover its reasonable attorney fees and costs incurred in the enforcement of its rights hereunder.

Practitioner:

Memorial Health System Inc.

By: _____

By: _____
Title: