

PHYSICIAN PRACTICE ACCESS AGREEMENT

This agreement is made this _____ day of _____, 20__ between Memorial Hospital of South Bend, Inc. (Memorial) and _____ (Practice)

WHEREAS Practice desires to have access to Memorial's patient information contained in its electronic medical records, and

WHEREAS such patient information is the sole property of Memorial and is protected health information, and

WHEREAS the parties desire to provide access to Practice under terms and conditions which will protect not only the privacy of the patient information but also Memorial's proprietary interest in the same.

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

The term of this agreement will be from the date of the contract until termination as set out in paragraph 1.

- 1.) 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 electronic medical record or unauthorized or improper disclosure of information they contain.
- 2.) Memorial will provide Practice with access codes (user names and passwords) which must be used to access Memorial's electronic medical record.
- 3.) Practice agrees that the access code is the equivalent of a legal signature and that Practice will be accountable and responsible for all work done using the Practice access codes.
- 4.) Practice will not disclose access codes to anyone. Moreover, employees of the Practice will not use an access code which is not one that is assigned to them.
- 5.) Practice will access data only for patients for whom Practice has a 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 Physician who is treating the patient, or billing for services.
- 6.) Practice, without the express written consent of Memorial, will not add information to any closed electronic medical record.

- 7.) Practice will access only the data which Practice “needs to know” as that data is designated in Memorial’s HIPAA minimum necessary policies.
- 8.) Should Practice have reason to believe that a Practice’s access code has been disseminated, breeched or someone learns an access code Practice will immediately contact Memorial in accordance with Memorial’s policy.
- 9.) Practice understands and agrees that any misuse of the confidential access code or violation of systems policies will be considered a violation of Memorial’s policies and could subject Practice to legal action. Specifically, Practice acknowledges that the information to which Practice will be granted access involves confidential patient records, protected health information and other demographic information which is governed by various privacy laws. Practice 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 Practice 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 Practice is accessing medical record information to which a Practice has no need to know, or if it is determined that Practice is otherwise misusing Practice’s access capabilities, Practice’s right of access may be revoked. Practice further understands and agrees that any such violation of confidentiality provisions may subject employees of the Practice to disciplinary action by Memorial’s staff and/or Board of Directors. Practice further understands and agrees that HIPAA violations may lead to fines and imprisonment.
- 10.) All of Practice’s employees who will be given access to any of Memorial’s electronic medical records shall be required to execute a confidentiality agreement in the form attached. Further, Practice will enforce said agreement by implementing policies prohibiting employees from accessing patient information in Memorial’s electronic medical record that is not necessary for such employee’s professional duties. Practice will enforce such policies by bringing appropriate disciplinary action for any violations and will immediately inform Memorial of any violation of such policies by any employee.
- 11.) Practice will immediately inform Memorial of any employee termination so that said employee’s access to Memorial’s electronic medical record can be terminated.
- 12.) Practice will enter into appropriate business associate agreements with any third parties with which Practice contracts to perform services on Practice’s behalf and to which Practice provides Memorial patient information. If requested, Practice will provide Memorial with a copy of each of the business associate agreements referred to in this paragraph.

- 13.) If Practice enters into a business associate agreement regarding access to Memorial patient information and if Practice becomes aware of any breaches of the agreement by the business associate or a violation by the business associate of Practice's agreement with Memorial, Practice will immediately inform Memorial of such breach or violation.
- 14.) Practice understands and agrees that Memorial cannot guarantee that Practice will always have access to Memorial's electronic medical records due to system breakdowns and other unforeseen technical difficulties. Accordingly, Practice agrees to release and hold harmless Memorial, its subsidiaries, affiliates, employees, directors and agents from and against any and all damages Practice may incur as a result of Practice's inability to access Memorial's information system at any given time.
- 15.) Practice will identify those employees who shall have access to Memorial's electronic medical records. Said employees being listed on "Exhibit A" which is attached.
- 16.) Practice understands and agrees that the electronic medical records shall at all times remain the exclusive property of Memorial. Requests for copies of Memorial's medical record will be referred to Memorial in accordance with Memorial's policy. Practice may copy portions of the record that are/were originated by an employee of the Practice or information necessary for billing. Practice agrees that Memorial would be irreparably harmed by a disclosure of the patient data and protected health information contained in Memorial's electronic medical records. Consequently, Practice 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.
- 17.) 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.

Practice Name:

Memorial Health System Inc.

By: _____

Title:

By: _____

Title: