Health Information Data Access Agreement

This Health Information Data Access Agreement ("Agreement") is entered into by and between: _____ ("Healthcare Provider") and _____ ("Facility"), as of _____ ("Effective Date").

RECITALS

WHEREAS, Healthcare Provider desires to have direct electronic and/or remote access to certain protected health information of Facility's patients that have a health care relationship with Healthcare Provider or its physicians, members, employees or agents ("PHI"), for treatment and other permitted purposes under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), subject to other applicable laws; and

WHEREAS, the parties desire that access be provided by the Facility under terms and conditions that will protect the privacy and security of the PHI, as well as Facility's proprietary interest in the PHI.

TERMS AND CONDITIONS

1. Term and Termination: This Agreement shall begin on the Effective Date and run for one (1) year. The term will automatically renew for additional one-year terms unless terminated earlier. The Healthcare Provider may terminate this Agreement with thirty (30) days' prior written notice. Facility may terminate this Agreement immediately either in its entirety or with respect to one or more authorized users with or without cause, including without limitation, breach of this Agreement, which shall include but not be limited to unauthorized or improper access to, or disclosure of, any of the PHI by Healthcare Provider, its physicians, members, employees, or other agents.

2. User Access: Authorized users will be limited to physicians and ancillary providers who are members in good standing of Facility's medical staff and to employees or other agents of the Health Care Provider, who will be supervised and authorized by the Health Care Provider to access the PHI only for the purposes set forth in this Agreement ("Authorized Users"). Healthcare Provider will provide a list of Authorized Users to Facility and will notify Facility immediately upon an Authorized User's termination or other long term or permanent departure from the Health Care Provider. Facility will provide Authorized Users with an individual access code. Each Authorized User must read and sign a VHS *Information Security and Privacy Agreement* to be provided by the Facility prior to being provided access. Healthcare Provider agrees that the access codes are the equivalent of a legal signature and that Healthcare Provider will be responsible for all work done using its Authorized Users' access codes. Healthcare Provider and its Authorized Users will not disclose access codes to anyone or use an access code not assigned to them.

3. Permitted Purposes: Healthcare Provider agrees not to use or disclose the PHI except as permitted or required by this Agreement or as required by law. Healthcare Provider may access the PHI through its Authorized Users only on a need-to-know professional basis for the patients for whom its healthcare providers are either: (a) attending physician, (b) consulting physician, (c) covering physician, (d) primary care physician, (e) other direct health care provider according to Facility records; (f) researcher authorized by the Facility to access certain PHI.

4. Confidentiality and Disclosure of PHI: Healthcare Provider warrants that the PHI accessed by its Authorized Users will be kept confidential and not be further disclosed to anyone other than the patient or his/her authorized representative, except as required by law. Healthcare Provider agrees that if it has a legal obligation to disclose any of the PHI to a third party, it will notify Facility promptly, in advance of the

proposed disclosure date, so that the rights of Facility and the individual to whom the PHI relates will not be prejudiced. If Facility or the individual objects to the release of such PHI, Healthcare Provider agrees to provide reasonable assistance as Facility or the Individual may request in connection therewith, including reasonable assistance with information necessary to prepare protective orders or other materials in connection with the objection. Disclosures prohibited by law (including but not limited to information protected by HIPAA or the federal regulations on Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2) are prohibited under this Agreement.

5. Security: Healthcare Provider agrees to use appropriate and reasonable administrative, physical and technical safeguards to prevent unauthorized use or disclosure of the PHI. Healthcare Provider agrees to take prompt action to correct any deficiencies and to mitigate, to the extent practicable, any harmful effect of an unauthorized access, use, disclosure, modification or destruction of the PHI by Healthcare Provider, its staff, physicians, members, employees, contractors, agents, or others. Healthcare Provider represents that it has provided HIPAA Privacy and Security training to all staff, physicians, members, employees, and other applicable agents.

6. Miscellaneous

6.1 Healthcare Provider acknowledges that the PHI and other information created, transmitted, stored or processed on information systems of, or that are maintained for, Facility or any of its affiliates, is the property of Facility or its affiliate. Facility does not guarantee access, which shall be subject to all applicable licenses. The access and data is provided on an "as is" basis and Facility is not responsible for any interruptions, errors or omissions in the data or information provided. Healthcare Provider, for itself and its Authorized Users, agrees to release and hold Facility and its affiliates harmless from and against any and all damages Healthcare Provider may incur related to the inability to access, errors in, or omissions of the PHI.

6.2 Healthcare Provider shall be responsible for any negligence or breach of the terms of this Agreement by Healthcare Provider or any of its physicians, members, employees, contractors or other agents, and agrees to indemnify, defend and hold harmless Facility and its parent corporations, subsidiaries and related entities, their directors, officers, agents, servants, and employees from and against all claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, attorney's fees, incurred by any of them and relating to or arising out of any negligence or breach of the terms of this Agreement by Healthcare Provider or any of its physicians, members, employees, contractors or agents.

6.3 Healthcare Provider is solely responsible for adequately safeguarding the PHI in accordance with applicable law. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA and other applicable privacy laws. The parties agree to take such action as is necessary to amend this Agreement to comply with changes in laws, regulations and government agency guidance.

6.4 In the event of a conflict between a provision of this Agreement and any other agreement between the parties, this Agreement shall control. The rights and obligations of each party under Sections 3, 4, 5, 6.1, 6.2, first sentence of 6.3, and choice of law provision in 6.6 shall survive termination.

6.5 This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns. There are no third parties to this Agreement and nothing herein is intended for the benefit of a third person. Except as provided specifically herein, this Agreement may not be assigned, modified or amended except by an instrument in writing executed by both parties.

6.6 This Agreement constitutes the entire agreement between the parties on this subject matter and supersedes all other proposals, understandings or agreements, whether written or oral, regarding the subject matter hereof. This Agreement shall be governed and construed by the laws of the state where Facility is physically located without regard to laws relating to choice of law or conflicts of law. The parties agree that the benefits to Facility and Healthcare Provider under this Agreement do not require, are not payment for, and are not in any way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereby set their hands and seals as of the Effective Date.

_____	_____
(HEALTHCARE PROVIDER)	(FACILITY)
By: _____	By: _____
Name & Title: _____	Name & Title: _____
Date: _____	Date: _____