

Facility Computer Access Master Addendum

This Computer Access Addendum ("Addendum") supplements and is made a part of the Transfer Agreement ("Agreement") between _____ ("Facility") and Nebraska Methodist Health System, Inc., or its affiliate, _____, ("MHS") is effective _____, 20__.

Pursuant to this Addendum, the Facility may regularly access Protected Health Information (PHI) maintained by MHS in electronic format in the course of treating patients. Both Parties are committed to complying with the Privacy and Security Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Addendum sets forth the terms and conditions by which the Facility may access PHI maintained by MHS in electronic format. The Parties agree as follows:

1. The Facility may access PHI maintained by MHS in electronic format only for the purposes of treatment, payment, or health care operations for patients of the Facility.
2. The Facility hereby agrees to:
 - a. Report any: 1) security incident involving attempted or successful unauthorized access, use, disclosure, modification, destruction of information, or interference with operations in an information system; and 2) use and/or disclosure of the PHI that is not permitted or required by this Addendum of which the Facility becomes aware. The Facility must send this written report to the designated Privacy Officer of MHS, within 24 hours of the Facility's discovery of such security incident or unauthorized use and/or disclosure;
 - b. Notify the MHS Information Technology Department immediately when an employee terminates his or her employment with the Facility;
 - c. Cooperate with MHS in establishing procedures to mitigate, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PHI that the Facility reports to the MHS;
 - d. Use commercially reasonable efforts to maintain the security of the PHI and prevent unauthorized use and/or disclosure of such PHI;
 - e. **Permit** its employees to access from MHS only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder and ensure employees who fail to comply are appropriately disciplined; and
 - f. **Permit** its employees to use the assigned user logon and access PHI maintained by MHS only from the offices of the Facility, refrain from encouraging employees to work from locations other than the offices of the Facility, and ensure employees who fail to comply are appropriately disciplined.
3. The Facility represents and warrants that all members of its workforce, who may receive access under this Addendum, are/shall be appropriately trained and are under legal obligation to each Party to fully comply with all provisions of this Addendum concerning the use and disclosure of PHI.

Each employee whose job duties require such access shall sign a "Facility Employee Computer Access & Confidentiality Agreement (Exhibit A)" and review training materials (Exhibit B).

4. MHS may immediately terminate this Addendum and remove access if MHS makes the determination that the Facility has breached a material term of this Addendum. Alternatively, MHS may choose to provide the Facility with written notice of the existence of an alleged material breach; and afford the Facility an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure to take reasonable steps to cure is grounds for the immediate termination of the Addendum.

5. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, MHS may, by written notice to the Facility, amend this Addendum in such manner as MHS determines necessary to comply with such law or regulation.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed on its behalf.

MHS FACILITY

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____