

**Agreement to Access  
Yakima Neighborhood Health Services  
INFORMATION SYSTEMS**

**THIS AGREEMENT**, is made and entered into as of 6/7, 2011 ("Effective Date"), by and between: YVMH E.P. PROVIDER (Hospital, Clinic or Health Professional), and Yakima Neighborhood Health Services ("YNHS") (the "Parties" or "Party").

**PREAMBLES**

**WHEREAS**, in order to carry out the goals of YNHS, it is necessary that the parties share information on a regular basis and accordingly Hospital, Clinic or Health Professional needs access to YNHS patient information; and

**WHEREAS**, YNHS's information systems contains confidential patient information, along with proprietary information (collectively "Information"); and

**WHEREAS**, the Parties desire to enter into this Agreement to ensure the Information available to Hospital, Clinic or Health Professional is maintained confidentially;

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and agreements contained herein, the Parties agree as follows:

**ARTICLE 1**

**Duties of Hospital, Clinic or Health Professional**

**1.1 Access to Information Systems.** The Parties acknowledge that from time to time Hospital, Clinic or Health Professional may be provided access to specific YNHS information systems. When such access is provided the terms of this Agreement shall be applicable. Nothing in this Agreement shall be intended to guarantee access to any specific YNHS information systems. The Hospital and Provider agrees that it will use its access to YNHS information systems for the specific purpose of providing health services to YNHS patients, and /or patients shared between YNHS and the Hospital, Clinic or Health Professional.

**1.2 Access to Patient Records.** Hospital, Clinic or Health Professional agrees to only access patient records of which they have a direct patient care relationship. Accessing individual records of patients within YNHS's information systems of which Hospital, Clinic or Health Professional does not have a current, direct patient care relationship is strictly prohibited. Such prohibited access could result in removal of access privileges for specific individuals or entirely for Hospital, Clinic or Health Professional.

**1.3 Confidentiality of Proprietary Information.** Hospital, Clinic or Health Professional and YNHS agree that all Information of YNHS's that comes to Hospital, Clinic or Health Professional by way of its access to YNHS information systems is confidential or proprietary. This provision shall survive the termination of this Agreement.

**1.4 Confidentiality of Patient Records.** All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of Hospital, Clinic or Health Professional access under this Agreement, shall be treated by the Hospital, Clinic or Health Professional and YNHS as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. This provision shall survive the termination of this Agreement.

**1.5 Confidentiality Policies.** During the term of this Agreement, Hospital, Clinic or Health Professional agrees to maintain appropriate confidential and security policies to ensure that the terms of this Agreement are carried out. Such policies shall include the safeguarding, nondisclosure and use of access codes (PIN's, user names, and passwords, etc.).

**1.6 Control Over Employees.** Hospital, Clinic or Health Professional is solely responsible for the acts of its employees and agrees, prior to providing its employees access to a YNHS information system, to have the employee sign the Confidentiality Statement (Exhibit A). Hospital, Clinic or Health Professional will provide all executed Individual Confidentiality Statements to YNHS and retain a copy in its files.

**1.7 Termination of Employment and Account Inactivity.** Hospital, Clinic or Health Professional is solely responsible for immediately notifying YNHS when its employee with access to YNHS information systems terminates employment for any reason. Upon notification of terminated employment, YNHS will deactivate system access. Furthermore, YNHS may deactivate specific user accounts that have not been used for a 90-day period. Hospital and Provider agrees not to reuse or share any user access accounts.

**1.8 Audit of User Accounts.** YNHS will periodically audit access to information systems and notify Hospital and Provider of any findings. Hospital and Provider will promptly cooperate with YNHS audit procedures, investigate suspected violations and take appropriate action on any confirmed misuse of systems or improper disclosure of protected information.

**1.9 Notification of Improper Use or Disclosure.** Hospital and Provider will promptly notify YNHS in writing of any improper disclosure, misappropriation, or misuse of any Information by any person, which may come to the attention of Hospital and Provider.

## ARTICLE 2

### HIPAA Requirements

Notwithstanding any other part of this Agreement, Hospital and Provider agrees that to the extent the Information is "protected health information", as defined by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under ("HIPAA"), it will comply with the requirements of HIPAA and:

(a) protect the privacy of such "protected health information" in accordance with the most restrictive legal requirements applicable to it or to YNHS;

(b) use appropriate safeguards and take all reasonable and necessary steps to prevent unauthorized or improper disclosure and use of such "protected health information"; and

(c) include the requirements of this Article in any agreement or arrangement with any subcontractor with whom it contracts with respect to such health data or with any person to whom it will provide or allow access to any or all of such health data. To the extent required by HIPAA, any person whose "protected health information" is provided or accessed as a result of the Hospital and Provider access to YNHS information systems shall be considered a third-party beneficiary of this Agreement.

Hospital and Provider agrees that it will execute a Business Associate Agreement provided by YNHS if such is determined to be necessary under the provisions of HIPAA.

### **ARTICLE 3**

#### **Revocation of Access**

The access of Hospital and Provider and any of its specific employees, to YNHS's information systems is subject to periodic review, revision or revocation. YNHS may at any time for any reason or for no reason revoke the access of Hospital and Provider or one or more of its employees to one or more YNHS information systems.

### **ARTICLE 4**

#### **Term and Termination**

This Agreement shall be effective as of the Effective Date and shall continue until the business affiliation is terminated or until the Parties mutually agree to terminate this Agreement.

### **ARTICLE 5**

#### **Remedies**

YNHS agrees that money damages would not be sufficient remedy for any breach or threatened breach of this agreement and that therefore, in addition to all other remedies, YNHS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach and to recover all costs and disbursements incurred in obtaining such relief including reasonable attorneys' fees. Hospital and Provider shall defend, hold harmless and indemnify YNHS against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by Memorial Hospital that arises out of, or in connection with Hospital and Provider default under or failure to perform any contractual or other obligations, commitment or undertaking under this Agreement, or any other act or omission of The Clinic or its employees, agents or representatives with respect to this Agreement. The provision of this Article 6 shall

survive termination of the Agreement with respect to any claim, action, or proceeding that relates to acts or omissions occurring during the term of this Agreement.

## ARTICLE 6

### Miscellaneous

**6.1 Amendments.** This Agreement and the Exhibits may be amended only upon the mutual written consent of the Parties.

**6.2 Independent Contractors.** YNHS and Hospital / Provider are at all times serving as independent contractors hereunder. Nothing in this Agreement shall be, construed to make or render either Party or any of its officers, agents, or employees an employee of, or joint venturer of or with the other for any purpose whatsoever. No right or authority is granted to Hospital and Provider to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of YNHS.

**6.3 Notices.** All notices hereunder by either party to the other shall be in writing. All notices, demands and requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested:

If to The Hospital or Provider at:

YVMH ED  
ATTN: Medical Director  
2811 Tilton Dr.  
Yakima, WA 98902

If to YNHS at:

Yakima Neighborhood Health Services  
Attn: Chief Executive Officer  
PO Box 2605  
Yakima, Washington 98907-2605

or to such other address or to such other person as may be designated by written notice given from time to time during the term of this Agreement by one party to the other.

**6.4 Entire Agreement.** This Agreement represents the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representations and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.

**6.5 Compliance With Terms.** Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either Party hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.

**6.6 Rights of Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and to their respective successors and assigns.

**6.7 Assignment.** This Agreement may not be assigned by either Party without the express written consent of the other Party.

**6.8 Benefits.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

**6.9 Construction.** Wherever possible, each provision of this Agreement will be interpreted so that it is valid under the applicable law. If any provision of this Agreement is to any extent invalid under the applicable law, that provision will still be effective to the extent it remains valid. The remainder of this Agreement also will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.

**6.10 Captions.** The headings in this Agreement are for convenience only and do not affect this Agreement's interpretation.

**6.11 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

**6.12 Conflict of Laws.** This Agreement shall be governed by the laws of the state of Washington without giving effect to its conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below.

HOSPITAL/PROVIDER

YNHS

Yakima Neighborhood Health Services

By Erik Miller MD, Director By [Signature]

Its [Signature] Its KEO

6/7/14