



**ACCESS AGREEMENT
FOR MICHIGAN HEALTH CONNECT**

This Access Agreement must be executed by each individual seeking access to, or the transmission of data through, the Michigan Health Connect health information exchange (the "MHC HIE").

Date: _____	<input type="checkbox"/> Establish Access	<input type="checkbox"/> Change Access
Requester's Name (please print): _____ ("You", "Me" or "I")		
Requester's Company/Office: _____		
Requester's Company/Office Address: _____		
Requestor's Contact Information E-Mail: _____		Phone: _____
Primary Data Source Contact E-Mail: _____		Phone: _____
Access Requested For:		
<input type="checkbox"/> MHC HIE Command Center (deployed solutions may include, but are not limited to, common results dropbox, referrals, lab orders, scheduled orders, and the virtual care team record)		
<input type="checkbox"/> EMR Interface (uni- or bi-directional interface of data directly to/from the office's EMR system)		
<input type="checkbox"/> Other: (specify) _____		

The MHC HIE is intended to facilitate the exchange of health information to benefit patients and those who provide care to those patients. In furtherance of this objective, the following terms will govern your right to access and receive information via MHC HIE.

I understand that information received via MHC HIE may only be used as permitted by law and the regulations promulgated thereunder (including, but not limited to, the Health Insurance Portability and Accessibility Act of 1996, as amended ("HIPAA"); 42 C.F.R. Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records) and Michigan law). As a condition of receiving credentials from MHC HIE, I agree:

- All non-public information obtained through or about Michigan Health Connect is strictly confidential.
- The password and username provided for access to Michigan Health Connect is personal to me. Use by anyone other than me is strictly prohibited.
- Use of my username and password acts as a "signature". I am accountable for all actions taken using my username and password.
- The limits regarding access to and use of data and information in this Access Agreement apply (1) when I use my username and password to access data; and (2) when data is delivered automatically and directly into my data storage programs, such as the electronic medical record.
- I will comply with Michigan Health Connect's policies and procedures, including rules about use of strong passwords, remote access requirements, and limitations on my use of the Michigan Health Connect services and data.
- I am responsible for ensuring that the computer I use to access the MHC HIE or to receive data from MHC HIE is protected against viruses and other malicious code. I agree to maintain and run anti-virus software, updated to maintain currency of definitions and other protections.
- I am responsible for obtaining any hardware, software, connectivity, and interfaces necessary to exchange data via Michigan Health Connect. Use of any pirated or illegally copied or distributed software is strictly prohibited.
- I will immediately report to the MHC Privacy Officer any breach or possible breach of data provided by or through the MHC HIE of which I am aware. I will also immediately report to the Security Official for MHC, any security threats known to me that might affect the HIE.
- I understand and agree that Michigan Health Connect has the right to suspend my access to the data or to terminate this Agreement, in its sole discretion (a) as necessary or appropriate to maintain stability of the network or integrity of the data; (b) as necessary to ensure compliance with law; or (c) to otherwise respond to unanticipated occurrences. I understand that,

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to the extent practicable, Michigan Health Connect will attempt to notify me before taking such action, but failure or inability to provide such notice will not constitute a breach or otherwise be actionable. Michigan Health Connect may terminate this Agreement without cause upon thirty (30) days prior written notice. .

- I agree to defend, indemnify and hold harmless Michigan Health Connect, and other users of the MHC HIE and their officers, directors, employees, affiliates, agents and assigns) from and against any and all claims for loss, liability, damage or injury, including attorney's and expert fees, that arise or result, in whole or in part, from my negligent, reckless or intentional violation of these provisions, including but not limited to unlawful use or disclosure of any confidential information.
- I UNDERSTAND THAT THERE ARE NO WARRANTIES WITH RESPECT TO MY ACCESS TO THE MHC HIE OR DATA PROVIDED BY MICHIGAN HEALTH CONNECT. MICHIGAN HEALTH CONNECT IS MERELY ACTING AS A CONDUIT FOR CERTAIN INFORMATION, AND INFORMATION, RESULTS AND DATA PROVIDED BY OR THROUGH THE MHC HIE AND MICHIGAN HEALTH CONNECT ARE PROVIDED "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, TIMELINESS, ACCURACY AND USE OF DATA LIES WITH THE USER OF SUCH INFORMATION, DATA AND RESULTS. Michigan Health Connect does not guarantee that transmission or connectivity will be uninterrupted or error-free.
- I AGREE THAT I AM SOLELY RESPONSIBLE FOR ALL DECISIONS AND ACTIONS TAKEN OR NOT TAKEN INVOLVING PATIENT CARE, UTILIZATION MANAGEMENT, AND QUALITY MANAGEMENT RESULTING FROM OR IN ANY WAY RELATED TO THE USE DATA OR INFORMATION PROVIDED BY OR THROUGH MHC HIE OR MICHIGAN HEALTH CONNECT, AND I AGREE THAT I DO NOT HAVE ANY RECOURSE, AND SHALL WAIVE ANY CLAIMS, AGAINST MICHIGAN HEALTH CONNECT OR ITS MEMBERS FOR ANY LOSS, DAMAGE, CLAIM, OR COST RELATING TO OR RESULTING FROM MY USE, MISUSE, OR FAILURE TO USE DATA PROVIDED BY OR THROUGH MHC HIE OR MICHIGAN HEALTH CONNECT.
- I agree that Michigan Health Connect intends for data accessed or transmitted through Michigan Health Connect and MHC HIE to improve patient care and lead to increased efficiency in healthcare, and that there is no intent to violate any law. If, in the reasonable opinion of legal counsel, compliance with this Agreement or continued use of Michigan Health Connect to provide access to data as contemplated by the parties is or could reasonably be found, deemed or construed to be illegal or to violate law, the parties agree to negotiate in good faith to modify this Agreement and the underlying arrangement as necessary to comply with law, and if such modification is not possible, this Agreement shall terminate upon ten (10) days prior written notice. To the extent I have a financial or ownership arrangement with any participating entity or member of MHC, this Agreement shall be deemed to reference, and to be referenced in, any agreement between me and such entity.
- I understand and agree that MHC has the right to monitor and investigate the use of the MHC Services and HIE, and to pursue available remedies, including legal action, for violations of law or policy. As appropriate, MHC may provide information regarding my use of the MHC to law enforcement, if it is suspected that my use is in violation of law.
- To the extent required by law, a business associate agreement addressing privacy and security of protected health information, as defined by HIPAA, will be executed.
- I agree that I am not employed by, or an agent of, MHC HIE, and I cannot take any action that appears to bind MHC.

Understanding that compliance with the foregoing is a condition of use of the MHC HIE and rights to transmit and/or access to data via Michigan Health Connect and the MHC HIE, and that violation of the foregoing may result in termination of access privileges, termination of my business relationship with Michigan Health Connect, or other adverse consequences, (including, but not limited to, civil or criminal liability) I agree to comply with the foregoing and all applicable policies and procedures established by Michigan Health Connect.

Signature of Requester: _____ Date: _____

Printed Name of Requester: _____ User id (if applicable): _____

Name of Practice: _____

Approved By MHC: _____ Date: _____

Printed Name of Approved By MHC: _____

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