

REMOTE ACCESS AGREEMENT

This Remote Access Agreement (“Agreement”) is by and between Torrance Memorial Medical Center (TORRANCE MEMORIAL) and _____ (“Remote User”), and is effective as of _____

RECITALS:

- A. TORRANCE MEMORIAL wishes to disclose certain information to Remote Users pursuant to the terms of this agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. TORRANCE MEMORIAL and Remote User intend to protect the privacy and provide for the security of PHI disclosed to Remote Users pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule (defined below) requires Remote Users to enter a agreement containing specific requirements with Remote Users prior the disclosure of PHI< as set forth in, but not limited to Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows.

1. Definitions

- a) Privacy Rule shall mean the HIPAA regulation that is codified at 45 CFR parts 160 and 164
- b) Protected Health Information or PHI means any information , whether oral or recorded in any form or medium: (i) that related to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under Privacy Rule, including, but not limited, 45 CFR Section 164.501. [45 CFR §§ 160.103 and 164.501]
- c) PHI shall mean PHI provided by TORRANCE MEMORIAL to Remote User or created or received by Remote User on TORRANCE MEMORIAL’s behalf.

2. Obligations of Remote User.

- a. **Permitted Users.** Remote user shall not use PHI except for the purpose of performing Remote User's obligations under the Agreement. Remote User shall not use PHI in any manner that would constitute a violation of the Privacy Rule [45 CFR §§ 164.504 (e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504 (e)(4)(i)]
- b. **Permitted Disclosures.** Remote User shall not redisclose PHI in any manner that would constitute a violation of the Privacy of Rule [45CFR §§ 164.504(e)(2)(i), 164.50(e)(2)(i)B, 164.504(e)(2)(ii)(A) and 164.504(e)(4)(iii)]
- c. **Appropriate Safeguards.** Remote Users shall implement appropriate safeguards as are necessary to prevent the use of disclosure of PHI otherwise than as permitted by this Agreement. [45 CFR § 164.504(e)(2)(ii)(B)] Remote User shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Remote User's operations and the nature and scope of its activities.
- d. **Reporting of improper Use or Disclosure.** Remote User shall report to TORRANCE MEMORIAL in writing of any use or disclosure of PHI otherwise than as provided for by the Agreement within five (5) days of becoming aware of such use or disclosure. [45CFR § 164.504(e)(2)(ii)©]
- e. **Physician Office Staff.** Physicians requesting remote access for office staff will be held responsible for training and ensuring their staff only access or disclose information in accordance with Torrance Memorial policies and/or HIPAA regulations.
- f. **Remote User's Staff(Vendors).** Remote User shall ensure that staff, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply to Remote User with respect to such PHI. [45 CFR § 164.504(e)(2)(D)] Remote User shall implement and maintain sanctions against staff that violate such restrictions and conditions and shall mitigate the effects of any such violation. (see 45 CFR §§ 164.530 (f) and 164.530(e)(1))
- g. **Access to PHI.** Remote User shall make PHI maintained in their office available to TORRANCE MEMORIAL for inspection and copying with in ten (10) days of a request by TORRANCE MEMORIAL to enable TORRANCE MEMORIAL to fulfill its obligation under the Privacy Rule, including , but not limited to, 45 CFR Section 164.524. [45 CFR § 164.504(e)(2)(ii)(E)]
- h. **Amendment of PHI.** Remote User may be provided by TORRANCE MEMORIAL a document from a patient requesting an amendment to PHI.

This shall be incorporated into the Remote Users medical record.[45 CFR § 164.50(e)(2)(ii)(F)]

- j. Minimum Necessary. Remote User and staff shall only request, use disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. [45 CFR § 164.514(d)(3)]
- k. Data Ownership. Remote User acknowledges that Remote User has no ownership rights with respect to the PHI of TORRANCE MEMORIAL.
- l. Notification of Breach. During the term of this Agreement, Remote User shall notify TORRANCE MEMORIAL within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use of disclose of PHI of which Remote User becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Remote User shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- m. Confidentiality Agreement: Remote User agrees to sign and abide by the TORRANCE MEMORIAL Confidentiality Agreement.

3. Termination

- a. Material Breach. A breach by Remote User of any material provision of this Agreement, as determined by TORRANCE MEMORIAL, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by TORRANCE MEMORIAL. [45 CFR § 164.504 (e)(2)(iii)]
 - b. Judicial or Administrative Proceedings. TORRANCE MEMORIAL may terminate this Agreement, effective immediately, if (i) Remote User is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding of stipulation that the Remote User has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civic proceeding in which the party has been joined.
4. Disclaimer. TORRANCE MEMORIAL makes no warranty or representation that compliance by Remote User with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Remote User's own purposes. Remote User is solely responsible for all decisions made by Remote User regarding the safeguarding of PHI.
5. Certification. To the extent that TORRANCE MEMORIAL determines that such examination is necessary to comply with TORRANCE MEMORIAL's legal obligations pursuant to HIPAA relating to certification of its security practices,

TORRANCE MEMORIAL or its authorized agents, may, at TORRANCE MEMORIAL's expense, examine Remote User's facilities, systems, procedures and records as may be necessary to certify to TORRANCE MEMORIAL the extent to which Remote User's security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

6. Amendment to Comply with Law.
 - a. Amendment to Comply with Law. The parties acknowledge that state and federal Laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the privacy Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that TORRANCE MEMORIAL must receive satisfactory written assurance from Remote User that Remote User that Remote User will adequately safeguard all PHI.
Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. TORRANCE MEMORIAL may terminate this Agreement upon thirty(30) days written notice in the event(i) Remote Users does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that TORRANCE MEMORIAL, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.
7. Indemnity and Hold Harmless. Remote users shall hold Torrance Memorial Medical Center, Torrance Health Association, Inc, and its agents, officers, directors and employees harmless and indemnify it/them from any form of liability to third parties arising from acts or omissions of Remote Users, its' agents, officers or employees in connection with this Remote Access Agreement.
8. No Third Party Beneficiaries. Nothing express or implied in this Agreement is Intended to confer, not shall anything herein confer, upon any person other than TORRANCE MEMORIAL, Remote User and their staff, any rights, remedies, obligations or liabilities whatsoever.
9. Effect on Agreement. Except as specifically required to implement the purpose of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Agreement shall remain in force and effect.

10. Interpretation. The provisions of this Agreement shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the privacy Rule.

The purpose of this agreement is to strive for proper use and protection of Protected Health Information under Torrance Memorial Medical Center's policies and HIPAA regulations.

When filling out this form:

- Please complete all needed sections of the form.
- Please print clearly.
- Incomplete or illegible forms can not be processed and will be returned.
- Please return this page only. All other pages of this agreement are for your records.
- For assistance, please call the Help Desk at (310) 517-4741 or Ext. 4357.
- Mail or interoffice forms to Information Systems C/O the Information Security Officer.

Torrance Memorial Medical Center
Information Systems C/O: Information Security Officer
3330 Lomita Blvd.
Torrance, Ca. 90505

All agreements will be processed on a first come, first served basis.
Standard processing of agreement is five (5) business days.

Relationship to Torrance Memorial Medical Center (e.g. employee, physician)		
Last name	First name	MI
Title	E-mail address (if applicable)	
Signature	Date	Phone
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****NOTE:** This form is only an agreement for the conditions of "remote access" and does not necessarily grant a user access. If a user is granted access, Torrance Memorial has the right to **audit**, **terminate** or **disable** any users access without notice or prejudice.