



AFFILIATE ORGANIZATION – SYSTEMS ACCESS AGREEMENT

This Affiliate Systems Access Agreement (this “Agreement”) effective as of (mm/dd/yyyy) (the “Effective Date”) is entered into by and between Swedish Health Services (“Swedish”), a Washington nonprofit corporation having its principal office at 747 Broadway, Seattle, Washington and (“Affiliate”) having its principal office at .

WHEREAS, Affiliate desires to access Swedish’s computer systems, information systems, or electronic health records systems including but not limited to Epic, Swedish Care Link, PACS, the Swedish Secure Gateway, the Swedish Intranet, Swedish Outlook Web Access (collectively, for purposes of this Agreement, the “Swedish Systems”); and

WHEREAS Swedish desires to permit Affiliate access to and use of the Swedish Systems subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants and conditions herein, the parties hereby agree as follows:

1. **Access Administrator.** Affiliate shall complete an *Affiliate Account Administration Form* to establish an administrative relationship to access the Swedish Systems (see Exhibit 1). Affiliate shall designate an Access Administrator for purposes of administering Affiliate’s (and its users’) access to the Swedish Systems. Affiliate represents and warrants that the designated Access Administrator is an employee of Affiliate and duly authorized to legally bind Affiliate and conduct business on behalf of Affiliate. In the event that Affiliate desires or needs to replace the Access Administrator (e.g., the Access Administrator no longer employed), Affiliate agrees to promptly communicate such change in writing to Swedish via fax (206-860-6552) using the *Affiliate Account Administration Form*.

2. **Access and Use.** Affiliate agrees to the following:

2.1. Affiliate accepts Swedish’s Terms and Conditions for Access and Use of Swedish Systems (“Terms and Conditions”), incorporated herein as Exhibit 2. Affiliate acknowledges that the Terms and Conditions may be updated by Swedish from time to time by posting the updated Terms and Conditions to www.swedish.org/disclaimer-terms-of-use and/or Swedish Systems websites without prior separate notification to Affiliate. Affiliate agrees to use the Swedish Systems in accordance with the Terms and Conditions as may be updated.

2.2. Affiliate expressly acknowledges and accepts responsibility for each user granted access to the Swedish Systems on behalf of the Affiliate or by way of Affiliate’s account. Affiliate shall ensure that each user on its account, including Affiliate’s employees, independent contractors, subcontractors, and agents, shall complete an *Affiliate Systems Access Request Form – Confidentiality and Use Agreement* (see Exhibit 3). All requests for access to the Swedish Systems shall be submitted by the Access Administrator and must be co-signed by the Access Administrator. Affiliate shall not be required to submit an *Affiliate Systems Access Request Form – Confidentiality and Use Agreement* if the request is for a physician and/or allied health professional who is already a member of the Swedish medical staff and has previously executed a *Swedish Confidentiality and Use Agreement*.

2.3. Affiliate shall at all times ensure that its users are authorized to access the Swedish Systems on Affiliate’s behalf. The Access Administrator shall be responsible for submitting on behalf of Affiliate to Swedish any change to a user’s access including but not limited to terminating access rights for a user (e.g., Affiliate’s user no longer employed by Affiliate). Affiliate shall promptly report a change request to Swedish (and follow up in writing) if an immediate change is necessary. Written change requests shall be submitted via fax (206-860-6552) using the *Affiliate Account Administration Form* and signed by the Access Administrator. Swedish reserves the right to disallow any change requests.

2.4. Affiliate shall at all times be accountable for the actions of the users on its account. Affiliate represents and warrants that it will, at all times during this Agreement and in perpetuity thereafter, ensure that its users use the Swedish Systems only for patients for whom it has a legitimate treatment, payment or operations need. Affiliate shall be responsible for ensuring that its users use the Swedish Systems in accordance with the Terms and Conditions, the *Affiliate Systems Access Request Form – Confidentiality and Use Agreement*, Swedish policies, and all applicable state and federal laws.

2.5. Affiliate shall promptly report to the Swedish Privacy Officer (see Section 16), within three (3) business days upon discovery thereof, any unauthorized access or use of the Swedish Systems and/or unauthorized access, use, or disclosure of Protected Health Information (as defined herein). “Protected Health Information” means individually identifiable information created or received by Swedish that relates to the past, present, or future physical or mental health or 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.



2.6. Swedish shall at all times and in its sole discretion have the right to terminate any user's access to and use of the Swedish Systems.

3. **Monitoring; Audit.** Affiliate acknowledges and agrees that Swedish has the right to monitor and audit Affiliate's use of the Swedish Systems. Affiliate agrees to cooperate in good faith with any request by Swedish related to the monitoring and auditing of Affiliate's (or its users') access and use of the Swedish Systems.

4. **Compliance with Laws.** Affiliate warrants and represents that it is in compliance with and shall remain in compliance with all applicable international, federal, state and local laws, rules and regulations, including but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIPAA Privacy Rule, HIPAA Security Rule, the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the Washington Uniform Health Care Information Act (RCW 70.02).

5. **Publicity and Use of Name.** Affiliate shall not use the name, logo, likeness or trademarks of Swedish for any advertising, marketing or endorsement purposes without the prior written consent of Swedish for each such use.

6. **Term and Termination.** This Agreement shall commence as of the Effective Date of this Agreement and shall continue as long as Affiliate has one or more users authorized to access and use the Swedish Systems under Affiliate's account, unless otherwise terminated as described herein. Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, Swedish reserves the right to suspend or terminate Affiliate's and/or any of its authorized users' access to the Swedish Systems in the event Swedish has reasonable cause for security purposes.

7. **Survival.** The parties hereby expressly agree that Sections 2, 4, 5, 11 and 12 shall survive termination of this Agreement.

8. **Relationship of Parties.** Both parties hereto are independent contractors and such relationship shall not establish any partnership, joint venture, employment, franchise, or agency between the parties.

9. **System Availability.** Affiliate acknowledges that the proper functioning of the Swedish Systems depends on many factors including factors beyond Swedish's control, including, without limitation, the Affiliate's choice of hardware configuration, Internet Service Provider, and Internet, cable and telecommunications carriers. Swedish does not warrant the operation, efficiency or suitability of any component, equipment, combination thereof, or service provider that is not under Swedish's control, or is not Swedish's agent or employee. Swedish reserves the right to perform maintenance and updates to these systems and to immediately shut down these systems in the event of an emergency situation, security breach, or other events that may jeopardize the security and confidentiality of Swedish Systems.

10. **NO WARRANTY (SERVICE PROVIDED AS IS).** THE SWEDISH SYSTEMS AND THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED AS IS. SWEDISH RESERVES THE RIGHT TO CHANGE OR DISCONTINUE FEATURES OF THE SWEDISH SYSTEMS AT ANY TIME. SWEDISH HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND SWEDISH SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. **LIMITATION OF LIABILITY.** SWEDISH SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SWEDISH'S FULL LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE FEES PAID, IF ANY, TO SWEDISH FOR AFFILIATE'S USE OF THE SWEDISH SYSTEMS.

12. **Indemnification.** Affiliate shall indemnify, hold harmless and defend Swedish, its officers, directors, employees, shareholders, Affiliates and agents from and against any claims and shall pay all losses, damages, liabilities, claims and actions, and all related expenses (including reasonable attorneys' fees and expenses) resulting from any acts or omissions of Affiliate, its employees, independent contractors, subcontractors and agents, including but not limited to breaches of this Agreement and/or the failure to comply with applicable laws.

13. **Force Majeure.** Neither party will be liable for any delay in performance hereunder if such delay is due to causes beyond the reasonable control of such party. Such causes will include, without limitation, fires, floods, strikes or other labor disputes, war, criminal disturbances, power failure, acts of God and restrictions imposed by any governmental agency. In the event such delay or nonperformance extends beyond thirty (30) days, either party may, at its option, cancel any portion of this Agreement and/or extend any date upon which any performance is due, and neither party will assess any damages against the delaying party in such event.

14. Governing Law and Venue. Regardless of where Affiliate is domiciled, Affiliate agrees and understands that this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Washington, without giving effect to any principles of conflicts of laws, and the federal laws of the United States. Regardless of where Affiliate is domiciled, all actions shall be brought before the United States District Court for the Western District of Washington, or the King County Superior Court for state court claims. Regardless of where Affiliate is domiciled, no local, federal, national, state or international laws, regulations or rules shall supersede the laws or jurisdiction in this section.

15. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and warranties, representations and/or agreements between the parties in connection with the subject matter hereof, except as specifically set forth and referred to herein. Other documents referred to in this Agreement are an integral part hereof and by this reference are incorporated herein.

16. Notices. All notices to be provided under this Agreement in writing and shall be effective when delivered personally, on the date of delivery, or if mailed, three (3) days after deposit in the United States mail, first-class postage prepaid, certified or registered, addressed to the addressee at the address given below or at such other address as may be from time to time specified in writing:

To Swedish Affiliate Informatics Office:	Attn: Supervisor, Affiliate Informatics Swedish Medical Center 747 Broadway Seattle, WA 98122 Fax: 206-860-6552
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To Swedish Privacy Office, as necessary in accordance with Section 2.5 of this Agreement:	Attn: Privacy Officer Swedish Medical Center 747 Broadway Seattle, WA 98122
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To Affiliate Organization:	Org. Name: Address: City, State, Zip:
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17. Delivery. For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date.

SWEDISH HEALTH SERVICES

AFFILIATE (*this individual should be a corporate officer*)

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Please return this form to Swedish via fax: (206) 860-6552

Questions? Email affiliateaccess@swedish.org