

**Data Access  
(Org<sup>2</sup>Org) Agreement**

*For Disclosing Protected Health Information via Electronic Access*

<b>Organization Initiating Agreement</b>	<b>Disclosing PHI to the below Organization or Entity</b>	<b>Date</b>
Swedish Medical Center (Affiliate of Providence St Joseph Health)		

<b>Providence Access Support Team for Reporting Issues or Requesting Assistance</b>	PSJH Epic Support Team
<b>Phone Number</b>	(855) 415-8188

<b>Swedish Business Liaisons/Primary Contacts</b>	Jane Rattray
<b>Email Address</b>	HIMAffiliateAccess@Swedish.org
<b>Fax Number</b>	206-320-7194

<b>Organization Business Contact/Authority</b>	
<b>Email Address</b>	
<b>Phone Number</b>	

<b>Organization Location</b>	
<b>Street Address</b>	
<b>City</b>	
<b>State</b>	
<b>Phone Number</b>	

The purpose of this Data Access (Org2Org) Agreement is to establish an understanding between Swedish Medical Center (affiliate of Providence); hereafter referred to as ‘Swedish’ and Organization regarding the expectations of the parties which will govern the relationship between Swedish and Organization pursuant to which Swedish will grant Access to certain electronic information to Organization.

**RECITALS**

**Whereas** the parties have a mutual interest in the well being of Swedish patients and the coordination and provision of cost effective, high quality care for Swedish patients.

**Whereas** The parties believe that granting Organization electronic Access to information systems owned or operated by Swedish in order for Organization’s Users (as defined in Section II) to have timely and accurate patient medical information from Swedish’s system for the sole purpose of treatment, payment or health care operations (as defined by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) will improve health care and patient outcomes.

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**Whereas** some or all of the information to be disclosed is required by law to be protected against unauthorized use, disclosure, modification or loss. In order to comply with applicable legal requirements for the protection of information, the parties agree to the terms herein.

### **AGREEMENT**

#### **I. Purpose**

Swedish agrees to provide electronic Access to electronic information systems owned or operated by Swedish (“Systems”) to Users (as defined in Section II) Organization. Organization shall ensure that any and all use of Systems shall be exclusively for treatment, payment, or health care operations purposes and shall be limited to those patients with whom Organization has a current patient-provider relationship, or patients for which Organization is a business associate (as defined by HIPAA), or for a purpose for which Swedish is otherwise legally permitted to disclose and Organization is legally permitted to access Protected Health Information (PHI). In accessing data on the Systems, the parties shall comply with HIPAA and the American Recovery and Reinvestment Act of 2009 (“ARRA”), including Health Information Technology Economic and Clinical Health Act (“HITECH”), and applicable federal or state laws. Organization understands that electronic Access to the Systems is a privilege offered at the sole discretion of Swedish. This Agreement does not require Swedish to release Protected Health Information to Organization in any format. **Organization understands and acknowledges that Swedish may withhold or terminate User Access at any time for any reason.** Swedish is not obligated to electronically archive images it receives from Organization. Swedish makes no implied or explicit commitment that the connection will work at any time in the future, due to unforeseen system or network downtimes.

#### **II. Definitions**

All capitalized terms not otherwise defined will have the same meaning as those defined in HIPAA or ARRA/HITECH, for example Protected Health Information.

Workforce means Organization’s employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity as well as Organization's business associates, as defined in HIPAA.

User is a member of Organization’s Workforce.

Organization Business Contact/Authority is responsible for managing the list of authorized Users of Organization, including creating of user list and notifying Swedish of user terminations, job role changes, etc. Organization Business Contact/Authority will be required to validate current User list annually.

Access means the permissions granted to the User is based on their need to know and job responsibilities. Notwithstanding Access, Users may only access information contained in the System for the purpose of treatment, payment, healthcare operations, or other lawful reason.

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### **III. Term**

This Agreement shall be effective as of the date that the Organization signs, and shall continue subject to the termination provisions hereof. This Agreement may be terminated without penalty by either party at any time or will automatically terminate if no Users have Access.

### **IV. Compensation**

Each party agrees to be individually responsible for the costs of maintaining appropriate security and privacy controls relating to their information system(s). Organization is responsible for the cost of the appropriate hardware and software to access Swedish systems or data. This includes, but is not limited to, initial purchase, upgrade and ongoing support. Fees may be associated with the releasing/uploading of medical records by Health Information Management. Associated fees are defined by the contract and/or the Release of Information Fee Schedule.

### **V. Relationship of Parties**

This Agreement will not be construed to create a partnership, joint venture, or employment relationship among the parties or their employees or agents.

### **VI. Data Ownership**

Access to Systems or data does not in any way create an ownership right in Systems or data to Organization or User. The data available on the System remains the property of its owner. Once the data on the System has been downloaded, printed or otherwise reproduced by Users for treatment, payment, health care operations, or other lawful purpose, the data shall be the responsibility of Organization (“Organization PHI”) and shall be treated according to Organization’s policies. Data that is contained within the Systems will be available for the support of patients in compliance with HIPAA, ARRA/HITECH, state and federal privacy standards. Swedish does not warrant or represent the truth, accuracy or completeness of any information provided to the Organization pursuant to this Agreement. Each party is responsible for ensuring the use of independent professional judgment in making diagnostic, treatment or other decisions based upon information provided pursuant to this Agreement, as applicable. This Agreement is not intended to grant the right to reproduce Swedish data unless required for patient treatment, payment, or healthcare operations.

### **VII. Security and Privacy Obligations**

- a. The Organization agrees to reasonably assist Swedish in enforcing appropriate security and privacy controls governing the Systems and the information contained therein to which Users are granted Access as described herein.



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- b. If any User makes any change to patient medical information in the System, including documenting services or medical care, the User shall do so in compliance with the applicable bylaws, rules, regulations, policies, and procedures of the Swedish Medical/Professional Staff to which the User is a member.
- c. Organization will direct Users to complete the required HIM Managed Epic Access Request form. User Access will not be granted until the User completes the required form-
- d. Swedish will provide access information for each unique User. Access to Systems will be granted according to Swedish policies and procedures, and shall comply with applicable federal and state laws, including but not limited to HIPAA or ARRA/HITECH. Each User shall be responsible for his/her login and password and shall not share his/her login and password with anyone else. User may log onto Systems in order to access a patient's record for treatment, payment, or health care operations. Organization agrees to ensure that workstations and mobile devices ("devices") with access to any shared data or Systems are not accessible to unauthorized persons. Organization represents that it has policies in place covering the use of devices with respect to Access to PHI. Organization will direct Users not to use any device not managed or approved by Organization to access Systems. Organization will maintain firewall protection on all Internet connections for computers or devices located at Organization's locations.
- e. The Organization will ensure the use of updated versions of commercially reasonable anti-virus protection on all computers or devices that are used to access Systems. Organization agrees to keep its computers and devices updated with commercially reasonable operating system patches and to use and maintain firewall protection. Organization agrees that when and while remotely connecting to Systems, it is subject to Swedish rules and policies governing privacy and security as provided by Swedish.
- f. Swedish reserves the right to monitor, log, review, and/or audit all data access and use of Systems. Swedish, in its sole determination, may take action against any unauthorized use or access to Systems, including but, not limited to termination of Organization or User Access, or immediate termination of this Agreement.
- g. **Organization agrees to notify the above identified Swedish Access Support Team the same business day** if a User has experienced a separation/termination from Organization so that account Access may be terminated immediately.
- h. **Organization agrees to notify the above identified Swedish Access Support Team the same business day** for any changes in Access, but in no event will notice be longer than five (5) days after any changes in roles or job function of a User.
- i. **Organization agrees to notify the above identified Swedish Access Support Team the same business day** if there is any change of personnel for the above designated Organization Business Contact/Authority, but in no event will notice be longer than five (5) days after any changes in roles or job function.



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- j. Organization will direct Users to contact the above identified Swedish Access Support Team for issues specifically related to failure to access or issues with the application to which they have been granted Access. Organization is responsible for the maintenance and repairs to their own devices, computer systems or network connections, including the connection to Swedish.
- k. Organization will respond to Swedish periodic User account reviews within five (5) business days.
- l. Organization agrees that it obtains consent from patients to provide treatment if applicable; the parties agree that the sole purpose of this Agreement is for Swedish to provide Access to Systems for treatment, payment, or health care operations.
- m. Swedish may disable User accounts that are inactive for 45 days or longer without notice to Organization. In these situations Organization shall contact the above identified Swedish Business Liaison/Primary Contact to request that Access be reactivated.
- n. Organization shall ensure that each User is trained and complies with the legal obligations relating to the information to which the User has Access, including but not limited to Protected Health Information.
- o. Organization will ensure that Users do not share login and password information with other individuals. Organization will ensure that Users do not permit login and password to be automatically saved on any computers or devices. Sharing of login and/or password information or permitting such to be automatically saved may result in termination of Access.
- p. Users will only be granted Access if they are a member of Organization's Workforce and the forms required by Swedish have been fully executed.
- q. Organization will ensure Users only access minimum necessary information for which they have a legitimate reason and are authorized by law to access. Organization will ensure Users do not access their own record or records of their family members.
- r. Organization agrees that it will implement all appropriate safeguards to prevent unauthorized acquisition, access, use or disclosure of Protected Health Information received from Swedish hereunder. Organization agrees to comply with all federal and state laws and regulations regarding security and electronic exchange of health information, as currently enacted or amended in the future in connection with any such information received hereunder.

**VIII. Duty to Report Unauthorized Access, Use or Disclosure; Breach of PHI**

- a. Organization will notify Swedish of the following events of which it has actual knowledge:

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- i. any event in which a User uses Systems to acquire, access, view, use, or disclose any PHI for any purpose other than treatment, payment, or health care operations (as that term is defined in HIPAA), or for any unauthorized purpose;
  - ii. interference with Organization's system which Organization determines may compromise Systems;
  - iii. any non-compliance of this Agreement by a User; or
  - iv. any loss, theft, or breach of computers or Devices that were used to access or host Swedish data.
- b. **Organization shall notify Swedish within twenty-four business hours** of having such knowledge of one of the events listed in Section VIII.a. by calling the above identified Swedish Access Support Team.
- c. If Swedish suspects any of the events listed in Section VIII.a. above has occurred, Swedish may immediately terminate Access and immediately contact the above designated Organization's Business Contact/Authority, within seventy-two (72) hours of having such knowledge. Organization shall reasonably assist Swedish in its investigation.
- d. In the event Organization or one of its Users inappropriately accesses the System or causes the System to be accessed in a manner not authorized under this Agreement ("Breach"), Organization agrees to reimburse Swedish for all reasonable costs directly resulting from notification or mitigation efforts addressing such Breach. Organization further agrees to discipline their Workforce members according to Organization's policies in a consistent and appropriate manner when their Workforce member causes a Breach.  
**Organization agrees to notify the above identified Swedish Access Support Team the same business day** if a Breach occurs.

### **IX. Compliance with Laws and Governing Law**

The parties will comply with all federal and/or state laws, ordinances and regulations with respect to its performance under this Agreement. The laws of the State of Washington shall govern this Agreement. The sole jurisdiction for any legal proceedings under this Agreement shall be Washington.

### **X. Sanctions**

Swedish reserves the right to report unprofessional conduct to appropriate licensing authorities.

### **XI. Confidentiality**

The parties agree that all information communicated to it with respect to the business and patient care practices, patient information, network design, and information security and privacy practices disclosed under this Agreement are confidential and agree not to disclose any such confidential information to any other person unless specifically authorized in writing by the other party. The parties shall use their best efforts to prevent any disclosure of any confidential information to any third party and shall instruct all personnel under its management and control to maintain the confidentiality of the data.

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**XII. Indemnification**

Each of the parties agrees to be liable for its own conduct and that of its employees and agents, while acting within the course and scope of their employment or engagement, and to indemnify the other party against any and all losses therefore arising from or in connection with this Agreement. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Washington. Neither party will be considered the agent of the other nor neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**XIII. Entire Agreement, Assignment, and Amendment**

This Agreement constitutes the entire agreement between the parties with regard to Organization's Access to Swedish's Systems, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Agreement may not be assigned without the written consent of the other party. This Agreement may be modified only in writing and executed by the parties. All rights are granted to Organization are expressed herein, no other rights are granted as part of this Agreement. If the parties have entered into a Business Associate Agreement ("BAA") and in the event of any inconsistencies between this Agreement and BAA, the terms and conditions of the most recent BAA shall prevail.

**XIV. Severability**

Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

**XV. Non-Waiver**

Neither the waiver by Swedish of a breach of or a default under any of the provisions of this Agreement, nor the failure of Swedish, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

**XVI. Signatory Authority**

By signing below, the parties agree to the terms of this Agreement and represent they have the authority to bind the entity on behalf of which it is signing. For purposes of this Agreement, facsimile or electronic copies of signatures shall be deemed to be original signatures.

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Organization Name:	Swedish Medical Center (affiliate of Providence St. Joseph Health)	Organization Name:	
Printed Name:	Kathy Fitzgerald	Printed Name:	
Title:	Director Release of Information	Title:	
Signature:		Signature:	
Date:		Date:	

**PLEASE FAX ALL PAGES OF THIS SIGNED FORM TO THE HIM EPIC CARE LINK TEAM  
FAX: 206-320-7194**