

Allina Health System External Access Agreement

Please return this agreement to
the attention of Pennie Kohls at:
Allina Hospitals & Clinics
2925 Chicago Ave S
Minneapolis MN 55407
Fax: 612.262.6152

This Agreement (this “Agreement”) is made and entered into as of the ___ day of _____, 200_ (the “Effective Date”), by and between Allina Health System d/b/a Allina Hospitals & Clinics, a Minnesota non-profit corporation (“Allina”) and _____ (the “External Business User” or “EBU”).

RECITALS

1. Allina and EBU have entered into, or may enter into, one or more agreements with each other or other parties (each, an “Allina/EBU Agreement,” and collectively, the “Allina/EBU Agreements”) for which EBU’s access to Allina IS (as defined below) is required or beneficial to Allina, Allina’s affiliates, subsidiaries or customers, or EBU.
2. This Agreement grants EBU access to Allina IS and establishes the terms and conditions of such access.
3. As of the Effective Date, this Agreement supersedes and replaces any existing agreements between the parties relating to EBU’s access to, or the terms and conditions of EBU’s access to, Allina IS.

AGREEMENT

ARTICLE 1

ALLINA INFORMATION SYSTEMS

For purposes of this Agreement, “Allina IS” means all information systems owned or operated by, or accessed under an arrangement with, Allina or any of Allina’s subsidiaries or affiliates.

ARTICLE 2

GRANT OF ACCESS TO ALLINA IS

Section 2.1 Grant of Access. Access to Allina IS will be determined solely by Allina and may be requested by EBU on an appropriate system security request form (a “Request Form”) identifying the system or systems to which EBU desires access. Each Request Form will be considered an addendum to this Agreement and is hereby incorporated by reference.

Access to Allina IS, as may be requested by EBU and to the extent necessary for EBU to perform certain obligations pursuant to an Allina/EBU Agreement, will be determined exclusively by Allina, in its sole discretion. EBU’s right to access Allina IS will terminate immediately upon the earlier of:

- (a) the termination or expiration of any applicable Allina/EBU Agreement; or
- (b) revocation of such access at any time, for any reason or no reason, by Allina IS.

Allina may, in its sole discretion, rescind the revocation of EBU's access to Allina IS as set forth in section 2.1(b) and grant EBU such access to Allina IS as may be necessary or proper, in Allina's sole discretion, in connection with any subsequent Allina/EBU Agreement.

Section 2.2. Method of Access. EBU will provide Allina IS Advanced Network Services ("ANS") with appropriate technical staff to discuss and agree upon the methods by which EBU may access Allina IS, and any encryption requirements for such access, within Allina's designated standards. Allina retains, in its sole discretion, the right to determine the method by which EBU may access Allina IS.

Section 2.3. Hardware, Software and Data Connections Required for Access. ANS will supply EBU with required technical information regarding hardware, software and data connections to Allina IS. EBU will be responsible for any necessary third party relationships to access Allina IS. Allina may, in its sole discretion, require EBU to pay all hardware, software, and data connection costs necessary for EBU to access Allina IS.

Section 2.4. Types of Access to Allina IS. Allina and EBU acknowledge that, depending on circumstances, EBU's access to Allina IS may be "interface access" (system to system) or "user access" (person to system). If EBU's access to Allina IS is for interface access, EBU will provide ANS with appropriate technical staff to establish and test interface connectivity. Allina retains the right, in its sole discretion, to disconnect the interface, and refuse EBU access to Allina IS, at any time for security reasons.

Section 2.5. System Users. EBU will identify to ANS all EBU employees or other individuals that will access Allina IS under this Agreement ("System Users"). EBU will provide Allina information regarding each System User as required by Allina, including, but not limited to, that portion of Allina IS each System User will access and the method by which each System User will access Allina IS.

EBU will promptly notify Allina of any System Users who cease to require access to Allina IS resulting from a change of responsibilities, termination of employment with EBU, or for any other reason. A prospective System User will be subject to Allina's approval prior to receiving access to Allina IS. Allina may grant approval to System Users to access Allina IS and may terminate such access at any time, for any reason, or no reason.

EBU will ensure:

- (i) each System User complies with the terms of this Agreement; and
- (ii) no System User:
 - (a) introduces a computer virus into Allina IS; or
 - (b) takes any other action that adversely affects or damages Allina IS or the data that resides therein.

EBU is responsible for a System User's non-compliance with the terms of this Agreement. Allina may require System Users to sign a statement acknowledging the terms of this Agreement.

Section 2.6. Subcontractors. EBU will ensure that no EBU subcontractor obtains access to Allina IS unless the subcontractor has first entered into an External Access Agreement acceptable to Allina. Notwithstanding the preceding sentence, if EBU's subcontractor is granted access to Allina IS without having entered into an External Access Agreement with Allina, such subcontractor will be deemed a System User under the terms of this Agreement and will be subject to its terms and conditions. The provisions of this section will survive termination of this Agreement.

Section 2.7. Limitations of Use. EBU will not access Allina IS for any purposes not authorized in the Allina/EBU Agreements.

ARTICLE 3

NO LICENSE GRANTED; OWNERSHIP

The access granted to EBU under this Agreement is limited to Allina IS and does not and will not be construed as granting EBU a license for the use of the software programs contained in the Allina IS. Any license to the software programs contained in Allina IS will be pursuant to a separate license agreement between the parties. Under this Agreement, EBU will not and will not attempt to reverse engineer or otherwise obtain copies of the software programs contained in Allina IS or the source code of the software programs contained in Allina IS. Allina either owns or has rights to Allina IS. This Agreement does not transfer to EBU any title to or ownership of rights to Allina IS or of rights in patents, copyrights, trademarks or trade secrets encompassed in Allina IS.

ARTICLE 4

CONFIDENTIALITY AND SECURITY

Section 4.1. Confidential Information. EBU acknowledges that it may become aware of or come into possession of certain Allina confidential or proprietary information. Allina "Confidential Information" includes, without limitation, Allina's computer programs and code, business plans, patient and provider information, financial records, health plan relationships, acquisition plans, product licensing plans, personnel records, and all other Allina information that should reasonably be assumed to be confidential. Except as required for access to Allina IS, or as expressly permitted under an Allina/EBU Agreement, EBU may not copy any Confidential Information without Allina's prior written permission, may not disclose the Confidential Information to any other person, may not use the Confidential Information for any purpose other than to access Allina IS, and must return to Allina all copies of any Confidential Information upon the earlier of: (i) the date when access to Allina IS is no longer required; (ii) the date of termination of this Agreement; or (iii) at any time upon Allina's request. EBU will protect such information with at least the same degree of care EBU uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care. The provisions of this section will survive termination of this Agreement.

Section 4.2. Protected Health Information. The information in Allina IS to which EBU has access pursuant to this Agreement or any Allina/EBU Agreements may contain Protected Health Information (as such term is defined in 45 C.F.R. sections 160.103 and 164.501). EBU will comply, and will cause all System Users to comply with all applicable state and federal laws regarding Protected Health Information. Without limiting the foregoing, if EBU is providing services to Allina under the Allina/EBU Agreement, EBU:

- (a) Acknowledges that in receiving, storing, processing or otherwise dealing with any information from Allina about patients, it is fully bound by the provisions of federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and
- (b) Undertakes to resist in judicial proceedings any effort to obtain access to Alcohol and Drug Abuse Patient Records other than as expressly provided for at 42 CFR Part 2; and
- (c) Will comply with all terms and conditions of the attached Business Associated Addendum (if any) to the extent EBU is a "Business Associate" of Allina as such term is defined under the implementing regulations of the Health Insurance Portability and Accountability Act of 1996.

Section 4.3. Security Measures. EBU will use reasonable physical and software-based measures, commonly used in the electronic data interchange field, to protect data contained in Allina IS from unauthorized access. EBU will implement and comply with and will not attempt to circumvent or bypass Allina's security policies and procedures for Allina IS.

Section 4.4. Password Control. EBU will comply with the applicable provisions of Allina's Information Services policy governing resource password control.

ARTICLE 5

MISCELLANEOUS PROVISIONS

Section 5.1. Interpretation of Agreement and Allina/EBU Agreements. This Agreement is intended to supplement Allina/EBU Agreements and address the rights and obligations of EBU with respect to access to Allina IS. If there is a conflict between this Agreement and Allina/EBU Agreements, then the provisions that grant Allina's rights the most protection will govern. The provisions of this section will survive termination of this Agreement.

Section 5.2. Indemnification. EBU will defend, hold harmless and indemnify Allina from any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by Allina that arise out of EBU's acts or omissions or willful misconduct under this Agreement, including, but not limited to EBU's disclosure of Confidential Information, or Protected Health Information, and the introduction of any unauthorized material, including without limitation, a "computer virus" or other contaminant into Allina IS by virtue of EBU's access, or a System User's access, to Allina IS. The provisions of this section will survive termination of this Agreement.

(a) Section 5.3. Term and Termination. This Agreement will commence on the Effective Date and remain in effect until terminated by Allina. .

Section 5.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

ALLINA HEALTH SYSTEM

2925 Chicago Avenue
Minneapolis, MN 55407

By _____

By _____

Print
Name _____

Print
Name _____

Print
Title _____

Print
Title _____

Date _____

Date _____

Social Security or
Federal Tax I.D. Number: _____