**Member Access API Terms of Use for Developers**

**1. Introduction**

By using the application programming interfaces (APIs), you agree to comply with and be bound by the following Terms of Use. These terms serve as a legal agreement between you (the Developer) and Southwest Michigan Behavioral Health (SWMBH), acting on behalf of its Medicaid beneficiaries. Please read these terms carefully before using the API, as they govern your rights and responsibilities in developing applications that interact with Southwest Michigan Behavioral Health’s APIs.

**2. App Registration and Terms of Use**

By signing and submitting this form you consent to the use of the provided information for the purposes related to your use of the SWMBH Patient Access API and attest that you meet all applicable legal, security, and compliance requirements.

You will be provided access to the Patient Access API, Identity Provider and Capability Statement which documents the use of the FHIR API for software development. Your access to these resources is governed by this agreement, which may be supplemented by terms provided by the Michigan Department of Health and Human Services and/or Centers for Medicare and Medicaid Services (CMS). Any access credentials (such as passwords, keys, tokens, and client IDs) issued to you by SWMBH are intended to be used only by you, and you agree to keep your credentials confidential and make reasonable efforts to prevent other persons from using your credentials.

By using the API, you agree to the following responsibilities:

* Ensuring the suitability of the API for your application.
* Designing, developing, and testing your application, including security requirements.
* Maintaining operations and system availability even if the API is temporarily unavailable.
* Complying with all applicable laws and regulations.
* Assuring that your use of the API and your software application aligns with all relevant security, privacy, and operational standards.
* Obtaining the express and affirmative consent of app users to access each user's personal data and/or health data via the API.

SWMBH grants a non-exclusive, limited, non-transferable license to use the Patient Access API solely for purposes of developing software applications that interact with this API. However, you must not reverse engineer, upload harmful content, or use the API for unlawful or unauthorized purposes. All costs associated with the development and maintenance of your application are your sole responsibility.

**3. Attestation**

Before integrating and testing your application with our systems, you must attest that your application meets the necessary technical, security, and operational requirements. This includes:

* Adherence to the Fast Healthcare Interoperability Resources (FHIR) standards.
* Compliance with OAuth 2.0 / OpenID Connect standards for authorization.
* Verification that your application can successfully interact with APIs according to the API syntax, function names, parameters, return variables, and exception handling methods detailed in the Capability Statement.

Your attestation serves as a confirmation that your software application operates according to these guidelines and can be safely connected to our systems. You are solely responsible for ensuring that your application complies with all security, legal, and operational standards required by applicable laws and SWMBH’s terms. You agree to maintain industry-standard and appropriate technical, organizational, and physical security safeguards to protect the personal data and/or health data accessed by using the API.

**4. Capability Statement**

The SWMBH patient Access API Capability Statement provides comprehensive details required for developers, such as:

* API syntax and function names.
* Supported parameters, their types, return variables, exceptions, and exception handling methods.
* Software components and configurations necessary for interacting with the API.

The Capability Statement is essential for developers creating applications that rely on the FHIR standard for member data exchange. It outlines the components and attributes necessary for registering applications with the relevant authorization servers and ensures that third-party developers have the information required to integrate and test their applications.

Developers must review the Capability Statement before utilizing the API. It covers the HL7 FHIR standard, which is crucial for developers creating SMART on FHIR applications to connect with SWMBH's API.

**5. API Endpoints**

After approval, SWMBH will provide access to the Identity Provider and FHIR API. By signing this document, you agree to comply with these terms and acknowledge that SWMBH may update or modify the terms and API at any time without notice. All intellectual property rights, trademarks, and service marks associated with the API are owned by SWMBH or its respective licensors.

**6. Indemnification and Liability**

By accessing and utilizing the SWMBH Member Access API, you agree to these Terms of Use. You also acknowledge and agree that SWMBH makes no warranties and assumes no liability, including for any indirect, incidental, special, consequential, or punitive damages, arising from your use of the API. The API is provided "as is" without warranties of any kind, express or implied.

You agree to indemnify, defend, and hold harmless SWMBH and its officers, directors, employees, and agents from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (i) your violation of any applicable laws, regulations, privacy policies, or third-party rights; (ii) your breach of these Terms of Use; (iii) your violation of any app store terms, conditions, or policies; or (iv) any third-party claim alleging that your use of the API infringes or misappropriates any third party's intellectual property rights or violates such third party's rights of privacy or publicity.

**7. Governing Law**

These Terms of Use are governed by the laws of the State of Michigan, without regard to its conflict of law principles.

**8. Terms and Termination**

These Terms of Use will remain in effect until terminated. Either party may terminate these Terms for any reason with 30 days' prior written notice. SWMBH reserves the right to revoke your access to the API at any time if SWMBH believes, in its sole discretion, that you have violated these Terms if Use, or that your use of the API may pose a security risk. Upon revocation, you must cease all use of the API and delete any personal data and/or health data obtained via the API.