

## VHAN Health Information Exchange User Agreement

- I. As an Authorized User of the VHAN HIE, provided by Orion Health (the “HIE”), I understand that:
  - (a) Each time I log onto the HIE, I will agree to the VHAN HIE Log-On Agreement (the “Log-On Agreement”). I understand that the terms and conditions of this User Agreement, as amended from time to time, are incorporated into the Log-On Agreement by reference and that all terms and conditions of this User Agreement are therefore included in the Log-On Agreement.
  - (b) Each Authorized User’s access to each patient record is logged for audit and review.
  - (c) Any unauthorized access or use may subject me to disciplinary or legal action, as well as possible criminal or civil penalties.
  - (d) Access to the HIE is limited to Authorized Users for authorized purposes only and only as permitted by federal and state laws and regulations, the VHAN Network Data Governance Policies and Procedures and the HIE Participation Agreement signed by the HIE Participant organization that authorized my access.
  - (e) VHAN provides no guarantee of accuracy or completeness of the patient information accessible through the HIE.
- II. By accessing the HIE or its data, I attest that I am authorized to do so and that I understand and accept the conditions and responsibilities associated with my access privileges, including the following:
  - (a) I will access data provided by other HIE Participant organizations only for authorized treatment, payment, and/or health care operations purposes associated with my role with the HIE Participant organization that authorized my access; and I will limit access of Protected Health Information to that necessary to accomplish my legitimate purposes in accordance with HIPAA.
  - (b) I will comply with all laws and regulations that may now or in the future govern the gathering, transmission, processing, use, receipt, reporting, disclosure, maintenance and storage of Protected Health Information, including, without limitation, HIPAA.
  - (c) I will maintain in strict confidence all Protected Health Information contributed to the HIE by other HIE Participants.
  - (d) I will make no use or disclosure of Protected Health Information in the data provided by other HIE Participants except as permitted or required by applicable law and VHAN Data Governance Policies and Procedures, provided, however, that I may duplicate such Protected Health Information in records of my HIE Participant organization when required to support authorized treatment, payment, and/or health care operations purposes.
  - (e) I have completed all mandatory training in use of the HIE that may be required by VHAN and will use the HIE only in accordance with current user guidance provided by Orion Health and/or VHAN, which may be revised from time to time.
  - (f) I will follow all provisions of VHAN’s Network Data Governance Policies and Procedures and comply with all laws and regulations applicable to use of the HIE and associated data.
  - (g) I will maintain the confidentiality and security of my User ID, password and any other credentials that may be required to access the HIE consistent with all applicable laws, rules and regulations. I will

not leave a terminal unattended when I am logged onto the HIE. In the event I suspect that my User ID or password have been compromised, I will immediately notify the individual who provided me with my User ID or such other individual as specified in VHAN HIE training materials.

- (h) Neither VHAN nor Orion Health will have any liability for unauthorized access to the HIE resulting from my failure to maintain the confidentiality and security of my password.
- (i) I will not use the User ID of another Authorized User.
- (j) I will access HIE data only from a facility or remote site meeting the security and governance policies of the organization that authorized my access.
- (k) I will not knowingly engage in any activity that (A) interferes with or disrupts the integrity or performance of the HIE or its data, (B) attempts to gain unauthorized access to the HIE, related systems or to any network or data contained therein, or (C) allows persons other than Authorized Users to gain access to the HIE, related systems or any networks or data contained therein.
- (l) I will only access the HIE and its underlying software as permitted by VHAN. I will not reverse assemble, reverse compile, reverse engineer or otherwise attempt to derive the source code of the software underlying the HIE. I will not modify, enhance or create derivative works of the HIE, the underlying software or documentation related to either, and I will not lease, sublease, sublicense, sell, distribute, transfer possession, rent or grant other rights in the HIE, the underlying software or documentation related to either or engage in service bureau work or time sharing arrangements with respect to any aspect of the foregoing. I will not engage in any activity to build or have built any competitive product to the HIE and will not copy any features, functions or graphics from the HIE, the underlying software or documentation related to either.
- (m) I will not condition business with VHAN or any HIE-Participant on the availability or utilization of the HIE. I will not receive compensation or remuneration for referrals to VHAN or to any VHAN affiliate, if any such referrals occur.
- (n) VHAN and Orion Health may rely on any information and/or instructions transmitted using my user identification without making any further investigation or inquiry.