**Reliance End User License Agreement**

**Terms and Conditions of Use**

This Agreement between the Jefferson Health Information Exchange, an Oregon nonprofit corporation, dba Reliance eHealth Collaborative (“Reliance”) and an authorized User sets forth the Terms and Conditions of Use ("Terms") under which users may enroll in and connect to the Reliance system. Please read the following Terms carefully before using the system. This Agreement shall take effect at the time you first log-in to access Reliance and shall remain in effect until this Agreement is terminated.

**Monitoring:**

This is a Reliance computer system. This system, including all related hardware and software, peripheral equipment, network devices, and network services are provided only for use by authorized Reliance users. Activities performed on a Reliance computer system may be monitored at any time to facilitate protection against unauthorized access and to verify security procedures, survivability, and operational security.

Individuals using this system without authority, or in excess of their authority, are subject to having all of their activities on this system monitored and recorded by system personnel. In the course of monitoring individuals improperly using this system, or in the course of system maintenance, the activities of authorized users may also be monitored. During monitoring, information may be examined, recorded, copied and used for authorized purposes. All information, including personal information, placed or sent over this system may be monitored.

Use of this Reliance system constitutes consent to monitoring. Users are advised that if such monitoring reveals possible evidence of abuse or criminal activity, Reliance personnel may provide that evidence to law enforcement officials that may subject the user to criminal prosecution. Evidence of unauthorized activities may also be used for administrative action such as termination of access to the system.

**Privacy Act and HIPAA Privacy Rule Warnings:**

Information contained in this system is subject to the Privacy Act of 1974, 5 USC 552a, as amended. Personal information contained in this system may be used only by authorized persons in the conduct of official business. Any individual responsible for unauthorized disclosure or misuse of personal information may be subject to a fines and civil penalties.

Protected health information (PHI) exchanged through this system is strictly confidential and subject to the protections of the HIPAA Privacy Rule of 1996 and the privacy and security regulations promulgated pursuant to HIPAA, including, but not limited to, 45 C.F.R. Parts 160 and 164. Any individual responsible for unauthorized disclosure or misuse of PHI may be subject to a fine of up to $50,000 per violation. Penalties may vary depending on factors such as known failure to comply and if noncompliance was due to willful neglect.

**Permission to Use Reliance:**

Reliance hereby gives you permission to use the system, subject to the conditions and limitations set forth in these Terms. You may only view and/or access patient information contained in the system for the following purposes and only to the extent permissible under all applicable laws regarding the privacy of patient information: (i) for treatment of those patients under your care; (ii) to collect payment for the services you provide to your patients; (iii) to conduct your business operations; and (iv) to comply with the laws that govern health care. All patient information exchanged through the system is strictly confidential and is subject to the protections of the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009 as well as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy and security regulations promulgated pursuant to HIPAA, including, but not limited to, 45 C.F.R. Parts 160 and 164 Subparts C and E, as may be amended from time to time. You may not:

1. Use, reproduce or copy all or part of the content of the system except as expressly permitted by these terms or applicable law;

2. Change or delete any proprietary notices from materials downloaded or printed out from the system;

3. Use the content of the system for the benefit of a third party, except as contemplated by these Terms;

4. Transmit or provide any data or other content from the system to a third party, except as specifically provided by these Terms;

5. Incorporate any data or other content from the system in a product designed, developed, marketed, sold or licensed by you or on your behalf; or

6. Use the system in a manner contrary to any applicable law.

Reliance may terminate your access to the system at any time without cause, upon ten (10) days prior notice. Reliance may terminate your access to the system immediately if it is suspected or confirmed that you breached these Terms. In addition, Reliance may terminate your access to the system if you have not used the system at all for a period of six (6) months.

Reliance is the owner or licensee of all rights in the system, its content, software, and services. You have no rights to such content, software or services except as expressly granted in these Terms. "Reliance" and the logos or other proprietary marks of Reliance’s licensors and partners are trademarks of Reliance or its licensors and partners. No right, title or interest in those trademarks is granted to you in these Terms.

**Prohibition on Redisclosure:**

Except as specifically permitted by these Terms, you may not make further disclosures of patient information, including information related to mental health or substance abuse, unless further disclosure is expressly permitted by the written consent of the person to whom it pertains, or as otherwise permitted by federal or state laws.

**Release of Liability, Indemnification:**

You agree to be solely responsible for your use of this system and for maintaining the confidentiality of your unique log-in credentials (username and password). The use of generic or shared credentials is prohibited. Users must agree not to access Reliance using log-in credentials other than their own. If a User has reason to believe that the confidentiality of their password has been compromised, they agree to immediately notify a member of the Reliance staff so the password can be changed.

Users will be prompted and required to re-set their password per Reliance policy. Under no circumstance should a password be shared with another User. Users are responsible and accountable for all actions conducted under their username and password, even if such action is due to an intentional or negligent act or omission.

In consideration for Reliance permitting you to use the system, you expressly release and hold harmless Reliance, its trustees, officers, directors, employees, agents and affiliates from any and all claims, liabilities, demands, causes of action, costs, expenses, and damages of every kind and nature, in law, equity, or otherwise, arising out of or in any way related to your use of the system, whether arising from any acts or omissions by Reliance.

In addition, you will indemnify and hold harmless Reliance, its officers, directors, agents, affiliates, and employees, against all actual and direct losses, liabilities, damages, claims, costs or expenses (including reasonable attorney’s fees) they may suffer as the result of third party claims, demands, actions, investigations, settlements or judgments against them arising from or in connection with any breach of these Terms, or from any claim of any nature or any wrongful acts or omissions, by you or your employees, officers or agents.

The provisions of this section entitled “Release of Liability, Indemnification” shall survive termination of this agreement.

This system may contain links to other websites, and other websites may provide links to this system. These links are provided for your convenience only. Reliance does not control these other sites and assumes no liability or responsibility for them, including any content or services provided to you by such sites. You should not consider any link to or from another site as an endorsement of that site by Reliance.

Reliance does not make clinical or medical decisions and is not a substitute for professional medical judgment applied by the Organization or its Users. Users are solely responsible for confirming the accuracy of all data and making all medical and diagnostic decisions.

**No Warranty:**

Reliance expressly disclaims any warranty for this system. The Reliance system is provided “as is” without any express or implied warranty of any kind, including but not limited to the warranties of merchantability, non-infringement, or fitness of a particular purpose. Reliance does not warrant or assume responsibility for the accuracy or completeness of any information, graphics, links or other items contained within the Reliance system. Reliance makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Reliance further expressly disclaims any warranty or representation to authorized users or to any third party.

**Use and Disclosure of Certain Information About You:**

You agree that, should you elect to supply it, Reliance may use your name, email address, physical address, or other data to communicate with you. You may request to have this information modified or deleted from our records. Reliance may use this information as necessary to enforce these Terms.

You further agree that Reliance may use the information for its internal business purposes and disclose the information to third parties who are performing services on its behalf. Reliance will not otherwise share this information with any other party.

**Other Miscellaneous Provisions:**

This Agreement is governed by Oregon Law. Accordingly, these Terms shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action against Reliance must be commenced in the State of Oregon.

You agree that the courts located in or serving the State of Oregon shall have exclusive jurisdiction and venue over any action arising out of or relating to these Terms or your use of the system. You waive any defense that a court located in or serving Medford, Oregon, lacks personal jurisdiction over you, is an improper venue, or is an inconvenient forum.

These Terms constitute the entire and only understanding between you and Reliance regarding your use of this system. No modification or attempted modification of these Terms by you shall be binding on the Reliance unless made in writing and physically signed by an authorized officer of the Reliance. Reliance may modify these Terms at any time.

Notices sent to you by Reliance in connection with these Terms or your use of the system may be delivered to you by electronic mail, a general notice on the system, or by written communication delivered by first class U.S. mail. You may give notice to Reliance at any time by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Reliance eHealth Collaborative

1175 E Main Street, Ste 1A

Medford, OR 97504

These Terms are severable to the extent any term is deemed invalid, illegal or unenforceable.

Reliance’s failure to enforce any provision of these Terms shall not be deemed a waiver of that or any other provision of these Terms.

The parties to this agreement are independent contractors of one another; nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between the parties.

You may not assign any of your rights and obligations arising under these Terms without the prior written consent of Reliance; any attempted assignment not in compliance with this sentence shall be void.

I have read and agree to the Terms and Conditions of this Agreement.

Print Name Signature

Date