

Authorized User Agreement

Terms of Access to the Oregon Provider Directory

The terms and conditions of this Authorized User Agreement (“User Agreement”) govern your use of the Oregon Provider Directory System (“System”). You are accessing the System either via a web portal or the System’s interconnection with your organization’s electronic health records system.

The System is provided through the Oregon Health Authority (OHA), and collects, displays, and exports Provider Data. Provider Data includes provider demographics, practice locations, current and historical practice affiliations, health information exchange endpoints, program affiliations, and contact information derived from Data Sources to be cleaned, matched, scored, and maintained by the Oregon Provider Directory Program. Access to the System is granted to organizations called “Participating Entities” that have entered into a Participation Agreement with OHA and to individuals affiliated with these organizations who are identified as “Authorized Users”.

You as an Authorized User are entering into this User Agreement with OHA. By consenting to this User Agreement, or accessing and using the System or Provider Data, you are accepting, without modification, the terms, conditions, and notices contained in this User Agreement. If you do not accept the terms and conditions of this User Agreement, you must not use or must discontinue use of the System and Provider Data.

- 1. Identification as an Authorized User.** You have been identified by your organization (the hospital, clinic, physician’s office, health plan or other entity with whom you are affiliated) as needing access to the System. Your organization has provided you with a copy of the Oregon Provider Directory Policies and Procedures (“Policies and Procedures”), which are a critical part of the agreement between OHA and your organization, and this User Agreement between OHA and you. The terms and conditions of this User Agreement reflect your agreement with OHA to maintain the confidentiality, security and integrity of Oregon provider Directory Data (Provider Data) accessed via the System.
- 2. Grant of License.** Subject to your compliance with this User Agreement and the Policies and Procedures, OHA hereby grants you a nonexclusive, nontransferable right to use the System. This right is specific to you. You may not share, sell or sublicense this right with or to anyone else.

3. Receipt of Materials and Training.

3.1 Technical Training. Your organization has been provided training material on the technical aspects of using the System. You agree that you have reviewed this training material.

3.2 Policies and Procedures. Your organization has been provided the Policies and Procedures for the use of the System. You agree that you have reviewed the Policies and Procedures, and you agree to comply with them.

4. User Name and Password. If you are accessing the System via the Web Portal, you are being provided with access to the System through a user name and password ("Login Credentials"). You are responsible for all activities that occur through your access, including for any acts related to a lost or stolen Login Credentials. You agree to:

4.1 Not reveal your Login Credentials to anyone.

4.2 Not allow others, including colleagues with whom you work, to access the System using your Login Credentials.

4.3 Notify the point of contact designated by your organization immediately if you have reason to believe that your Login Credentials have been compromised.

5. Use Certifications. You hereby certify:

5.1 You will not provide or use Provider Data for direct marketing, database marketing, or telemarketing activities

5.2 You will not use the System or Provider Data to influence or attempt to influence for commercial purposes (through economic incentives or otherwise) any diagnostic or treatment-related decisions of a healthcare provider.

5.3 You will not save Provider Data to portable media devices (such as CDs, USB drives, or handheld devices).

5.4 You will not use the System or access or view any Provider Data except as required for your job with Participating Entity. You will only access information as necessary to perform your professional obligations.

5.5 You will notify your point of contact designated by Participating Entity immediately if you have reason to believe that your Login Credentials have been compromised.

5.6 You will maintain the confidentiality of all information in accordance with state and federal laws, and in accordance with Participating Entity's privacy and security policies and procedures as well as the Policies and Procedures.

6. Consequences of Noncompliance. Failure to comply with these terms and conditions may result in disciplinary actions against you, which may include

without limitation, denial of your privileges to access the System and Provider Data, and other actions in accordance with your organization's policies and the Policies and Procedures.

- 7. Audit Rights.** OHA and your organization have the right at all times to review and audit your use of the System and Provider Data and compliance with the terms of this User Agreement.

- 8. Suspension and Termination.** Your organization or OHA may suspend your access to the System or Provider Data or terminate this User Agreement at any time.

- 9. Updates to the User Agreement.** OHA will provide notice of any updates to the Authorized User agreement 30 calendar days prior to the update being effective, unless in OHA's sole discretion a shorter timeframe is required.
 - 9.1** If you are an Authorized Web Portal User, on or before the effective date of the update the System will require each Authorized Web Portal User to agree to the updated terms as a condition of continued use.
 - 9.2** If you are an Authorized System to System Interface User, your organization is obligated to document each such user's agreement to the updated terms before the effective date of the update as a condition of continued use.
 - 9.3** You understand and agree that your use of the System and Provider Data by after the effective date of an update to this User Agreement constitutes acceptance of the updated terms.

THIS IS A BINDING AGREEMENT. By indicating that you agree on the Oregon Provider Directory website, or by executing a version of this agreement provided by your organization, you agree to comply with all terms and conditions of this User Agreement and the Oregon Provider Directory Policies and Procedures.