



Washington State Health Information Exchange

OneHealthPort HIE User Policy

Effective Date: 3/1/2011

This OneHealthPort HIE User Policy applies to the operation and use of the HIE Services by any Participant in the OneHealthPort HIE, and to its HIE Users. Additional important information is provided in the OneHealthPort HIE FAQs and the OneHealthPort HIE Glossary, available at the OneHealthPort HIE Reference online site at:

<http://www.onehealthport.com/HIE/index.php>

Participants, by entry into a Participation Agreement, are authorized to designate those members of their Workforce ("HIE Users") who are each themselves authorized to access and use HIE Services for the purposes of the Participant's business activities and operations.

The Participation Terms and Conditions, the HIE policies and procedures contained in the OneHealthPort HIE Policy Manual, and the OneHealthPort HIE Operating Manual, all available at the Reference site; apply to all use of the OneHealthPort HIE, and use of any or all of the HIE Services may be suspended or terminated for failure to comply with them.

You, an individual HIE User, are authorized to access and use the HIE Services under the following User Policy. **PLEASE READ THIS POLICY CAREFULLY. YOUR ACCESS TO AND USE OF ANY OF THE HIE SERVICES IS SUBJECT TO THIS POLICY. IF YOU DISAGREE OR CANNOT FULLY COMPLY WITH THIS AND ALL OTHER APPLICABLE HIE POLICIES, DO NOT ATTEMPT TO ACCESS AND/OR USE ANY OF THE HIE SERVICES.**

1. AUTHORIZATION TO ACCESS AND USE HIE SERVICES. In order to access or use a OneHealthPort HIE Service, you must:

- a. Be a current member of a Participant's Workforce
- b. Be designated by that Participant as an individual authorized to use the HIE Service
- c. Be authorized by that Participant to use the HIE Service to perform a function or functions on the Participant's behalf; and
- d. Use the Service as authorized by that Participant and in compliance with all applicable OneHealthPort HIE policies and procedures.

2. SUSPENSION AND TERMINATION OF AUTHORIZATION TO ACCESS AND USE OF HIE SERVICES.

Your authorization to access and use any or all of the HIE Services may be suspended or terminated under the following conditions:

- 2.1. Your authorization to use all HIE Services will be terminated automatically effective upon termination of Your Participant's Participation Agreement.

2.2. Upon request by Your Participant Your authorization to use any or all of the HIE Services may be suspended or terminated.

2.3. Effective upon termination of your service as a member of your Participant's Workforce, or as a contractor to the Participant.

2.4. Effective upon a change in your duties for or on behalf of your Participant which makes access to or use of any or all of the HIE Services inappropriate

2.5. OneHealthPort may suspend your authorization to use any or all of the HIE Services without notice to you at any time OneHealthPort has reason to believe that you have used or are using any HIE Service (a) for any unlawful purpose, (b) in order to infringe or facilitate the infringement of any copyright or other intellectual property right, or (c) otherwise in violation of any OneHealthPort HIE policy or procedure.

2.6. OneHealthPort may terminate your authorization to use any or all of the HIE Services upon written notice to your Participant if, upon reasonable investigation, OneHealthPort determines that there is reasonable evidence

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demonstrating that you have (a) used any HIE Service for any unlawful purpose, (b) used any HIE Service in order to infringe or facilitate the infringement of any copyright or other intellectual property right, (c) repeatedly violated OneHealthPort HIE policies and procedures, (d) used any HIE Service in a fashion causing or creating a material risk of harm to any HIE Service, OneHealthPort, any Services Provider, Participant or HIE User, or any third party, (e) provided materially false information for purposes of registration as a HIE User, (f) been convicted or a crime involving identity theft or a violation of HIPAA, or (g) are named as a defendant in a criminal proceeding for identity theft or a violation of HIPAA.

3. USE OF HIE SERVICES FOR CLINICAL COMMUNICATIONS. OneHealthPort cannot guarantee the uninterrupted connectivity of any HIE Service or the transmission of any communication or transaction using any HIE Service. OneHealthPort disclaims all responsibility and liability for the use of transmitted information for diagnosis, treatment or care, including without limitation the following:

- THE USE OF ANY HIE SERVICE FOR COMMUNICATIONS OR TRANSACTIONS CONCERNING OR SUPPORTING PATIENT DIAGNOSIS, TREATMENT OR CARE IN AN EMERGENCY OR OTHER URGENT SITUATION IS ENTIRELY AT YOUR OWN RISK AND REQUIRES THE USE OF APPROPRIATE PROFESSIONAL JUDGMENT.
- THE USE OF ANY HIE SERVICE FOR COMMUNICATIONS OR TRANSACTIONS WHICH CONTROL OR ATTEMPT TO CONTROL ANY MEDICAL DEVICE OR EQUIPMENT, OR OTHER APPLICATION, DEVICE OR EQUIPMENT FOR ANY USE IN WHICH A FAILURE OF THE SERVICES COULD CAUSE DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE IS ENTIRELY AT YOUR OWN RISK AND REQUIRES THE USE OF APPROPRIATE PROFESSIONAL JUDGMENT.

4. HIE USER NAME AND PASSWORD MANAGEMENT. You have been or will be issued a unique HIE User Name and password by OneHealthPort, which will be provided to you by your Participant. You are responsible for any use of your

user name or password, and are required to manage and protect your user name and password as follows:

4.1. You may not share your HIE User Name or password with any other person, or allow anyone else to use your HIE User Name or password to access or use any HIE Services.

4.2. You must protect your HIE User Name and password against being seen, copied or stolen by anyone.

4.3. If you believe anyone else may have used, learned, seen, copied or stolen your HIE User Name or password, you must notify your Participant immediately.

5. USE OF AUTHORIZED DEVICES. You may only access and use the HIE Services from a personal computer, workstation, laptop, handheld PC, personal digital assistant ("PDA"), "smart phone" or other electronic device which has been approved for your use for that purposes by your Participant ("Authorized Device").

6. SERVICES LOGOFF. You must log-off any HIE Service promptly whenever you are not using the Service. Do NOT leave your Authorized Device unattended or out of your sight without logging off the HIE Service.

7. HIE USER PRIVACY.

7.1. Monitoring of Communications and Transactions. Your communications, transactions and other activities using the HIE Services may be monitored:

a. By OneHealthPort for purposes of managing and operating the HIE Services, provided that except in case of emergency or to ensure system security OneHealthPort will not access the content of any of your communications or transactions without your Participant's authorization.

b. By your Participant, according to your Participant's policies and practices.

7.2. Use and Disclosure of User Personal Information by OneHealthPort. In registering you as a HIE User, OneHealthPort is provided with personal information including your name. Additional personal information concerning your communications and transactions using the HIE Services may be obtained by OneHealthPort in the course of managing and operating the HIE

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Services. This personal information may be used and disclosed by OneHealthPort as follows:

- a. OneHealthPort may maintain, use and disclose your personal information for purposes of managing and operating the HIE Services, including but not limited to enforcing compliance with the HIE Policies.
- b. OneHealthPort may disclose your personal information to your Participant upon your Participant's request.
- c. OneHealthPort may disclose your personal information as part of an Accounting of Disclosures under HIPAA.
- d. OneHealthPort may disclose your personal information in response to legal process (such as a subpoena or court order), if required by law, or under other circumstances if OneHealthPort has reason to believe you are using or have used any HIE Service for unlawful purposes. OneHealthPort may also use or disclose your personal information if necessary to protect the rights or property of any person, or to protect individual or public health or safety.
- e. OHP may use agents or contractors for purposes permitted by the OneHealthPort HIE policies and procedures. If such agents or contractors are provided with access to your personal information, OneHealthPort will require them to protect the information consistently with this User Policy and prohibit them from using the information for any purpose other than the provision of their services to or for OneHealthPort.
- f. In the event that management and operation of any or all HIE Services is transferred to another party, your personal information may be transferred to the party assuming management and operation of the Service(s).

7.3. Protection of User Personal Information. OneHealthPort will maintain Reasonable and Appropriate Safeguards to prevent unauthorized use or disclosure of your personal information, but cannot guarantee that your personal information will never be disclosed in a manner inconsistent with this User Policy.

7.4. Participant Use and Disclosure of User Personal Information. This Section 7 of this

OneHealthPort HIE User Policy is not binding upon Participants. The use and disclosure of personal information about you obtained by Participants, including your Participant, depends upon the Participant's policies and practices.

8. Prohibited Uses of HIE Services. You may not use any Service for any purpose or activity which may be illegal; may cause harm to any person's rights or property; might cause harm to individual or public health or safety; or may interfere with the effective functioning of any Service. For example, and not as a limitation, when using the HIE Services you may NOT:

- Seek to obtain, view, copy, alter, destroy, disclose or transmit any information, including Protected Health information, unless you have been duly authorized to do so in the course of your duties for or on behalf of your Participant, and for purposes of healthcare treatment, payment, or operations.
- Violate any applicable laws or regulations, state or federal, including the privacy and security regulations issued under HIPAA and HITECH.
- Use any user name and/or password, other than one issued to you by OneHealthPort.
- Use any HIE Service in any way that could damage, disable, overburden, or impair any HIE Service or interfere with any other party's use of any HIE Service.
- Attempt to gain unauthorized access to any information, documents, records, accounts, devices, systems or networks connected to any HIE Service through hacking, password cracking, IP spoofing or any other means.
- Knowingly upload or distribute files that contain viruses, Trojan horses, worms, spyware, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage electronic data or the operation of any device or software.
- Use any HIE Service for any personal or unauthorized commercial use, surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

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- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files or messages that contain images, photographs, movies, music, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) without the legal right to do so.
- Advertise or offer to sell or buy any goods or services for any business purpose.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any Participant or other HIE User from using any HIE Service.
- Harvest or otherwise collect information about Participants and HIE Users, including e-mail addresses, or about individuals whose information is maintained or available through any HIE Service.

9. LIABILITY DISCLAIMERS.

THE INFORMATION INCLUDED IN OR AVAILABLE THROUGH THE HIE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CHANGES MAY BE MADE PERIODICALLY. ONEHEALTHPORT AND/OR ITS SERVICES VENDORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE HIE SERVICES AND RELATED POLICIES AT ANY TIME.

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