

**GEORGIA HEALTH INFORMATION NETWORK
GEORGIADIRECT
MEMBER AGREEMENT**

This MEMBER AGREEMENT (this “Member Agreement”) is entered into by and between Georgia Health Information Network, Inc. (“GaHIN”), and the other undersigned party (“Participant”) effective as of the date of the last signature set forth on the signature page hereto.

WITNESSETH:

WHEREAS, Georgia Department of Community Health (“DCH”) has been awarded a contract from U.S. Health and Human Services Office of the National Coordinator for Health Information Technology to provide funding to facilitate provision of the Services to healthcare providers and other industry stakeholders;

WHEREAS, DCH has engaged GaHIN to provide the Services pursuant to that certain Contract #2013033 between DCH and GaHIN with an effective date of September 25, 2013 (as heretofore modified, amended, restated, and successor thereto, referred to herein as the “DCH Contract”);

WHEREAS, Participant desires to utilize the Services offered by GaHIN, and GaHIN desires to provide the Services, pursuant to the terms and conditions of this Member Agreement; and

WHEREAS, by entering into this Member Agreement, Participant desires to exchange Health Data with other Participants who have also executed a Member Agreement for the Services;

NOW THEREFORE, for and in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree to the following additional terms:

1. Definitions: Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given such terms in GaHIN’s then current Policies and Procedures, the current version of which are attached hereto as Attachment A and are hereby incorporated herein by this reference (the “Policies and Procedures”).

2. Permitted Purposes for the Services: Participant agrees to use Services to send Health Data, or use Health Data received from other participants only in strict compliance with HIPAA, HITECH and all other Applicable Law and for only the following purposes and the other Permitted Purposes set forth in the Policies and Procedures:

a. *Meaningful Use.* Any purpose to demonstrate meaningful use of certified electronic health record technology and the purpose is permitted by Applicable Law, including but not limited to the HIPAA regulations. “Meaningful use of certified electronic health record

technology” shall have the meaning assigned to it in the regulations promulgated by the Department of Health and Human Services.

3. Term: This Participation Agreement shall remain in full force and effect between the Parties for the duration of, and shall be coterminous with, the DCH Contract, including any subsequent renewals or replacements thereof. In the event of termination of the DCH Contract or this Member Agreement, GaHIN shall have no further obligations to Participant except as expressly provided herein.

4. Responsibilities of Participants:

a. *Compliance with Policies and Procedures.* Participant agrees to comply with GaHIN’s then current version of the Policies and Procedures, and acknowledges that failure to comply shall be grounds for suspension or termination of this Member Agreement as provided therein. Each disclosure and each receipt of Health Data by Participant through the Network and the use of the Services shall constitute a certification by Participant that Participant is complying with the Policies and Procedures and this Agreement. GaHIN may, in its sole discretion, amend, modify or otherwise change the Policies and Procedures at any time, and Participant agrees that any such amendment, modifications, or changes shall be binding on Participant. GaHIN shall provide or otherwise make available to Participant a copy of GaHIN’s Policies and Procedures then in effect within ten (10) business days of such changes becoming effective.

b. *Technical Requirements for Direct Secure Messaging Service.* Participant agrees and is required to meet and comply with the following: (i) Participant must provide a web browser; (ii) a separate account is required for each Participant User with a username and password to login; and (iii) Participant must authorize its System to encrypt email on behalf of Participant and Participant Users using a common DSM organizational certificate as necessary to protect data when it is transmitted over the Internet.

c. *Registration.* Participant agrees to, as reasonably requested by GaHIN, (i) register with GaHIN and/or Vendor as a participant to access the Network and use the Services; (ii) provide a completed and notarized identity verification or similar forms; (iii) permit its registration information to be audited for consistency with other information sources and acknowledges that inconsistencies will terminate the registration process or this Member Agreement unless corrected by the Participant and/or Participant User.

d. *Verification of Participant Users.* Participant agrees to verify the identity of each of its Participant Users.

e. *Updates.* Participant agrees to update all information it provides to GaHIN or Vendor as necessary and required by GaHIN or Vendor.

f. *Participant Directory.* Participant agrees to accurately complete its registration information in the Participant Directory as part of the registration process and maintain the accuracy of such information in the Participant Directory and agrees to require its Participant Users to maintain the accuracy of their information as set forth in the Participant

Directory. As used in this Agreement, “Participant Directory” shall mean a database accessible to Participants and Participant Users containing email addresses of all Participants and Participant Users, and other reasonable information requested by GaHIN with respect to the Participant and Participant Users, and entities (Participant) of which the Participant User is associated. The Participant Directory includes, but is not limited to, licensed health care providers, Medicaid providers, other state contracted health care providers, federal health care providers, administrators of state health programs, health plans, and providers in other States that have executed an agreement for the Services.

g. *Responsibility for Health Data.* Participant agrees that it is solely responsible for its use, nonuse and interpretation of any Health Data it receives, and the accuracy of any Health Data it sends, using the Services.

h. *Accounting of Disclosures.* Participant and Participant Users are responsible for maintaining records for Accounting of Disclosures purposes as provided in the Policies and Procedures.

5. GaHIN Responsibilities:

a. *Security of Electronic Communications.* GaHIN will, through Vendor, provide the Direct Secure Messaging Service as a secure, encrypted e-mail service that supports secure electronic communication between and among Participants and Participant Users through the Network.

b. *Service Levels.* GaHIN will, through Vendor, provide the Service Levels for availability of central infrastructure and help desk response times specified in Vendor’s contract with GaHIN.

c. *Online Documentation.* GaHIN will, or will cause Vendor to, provide documentation to Participant online regarding how to access the Network and use the Services.

d. *Licenses.* GaHIN will, or will cause Vendor to, provide all licenses necessary for Participant to access the Network and use the Services, including but not limited to, the License.

e. *Audit Trail Data.* Unless required by law, GaHIN will not, and will not permit Vendor to, disclose to any third party audit trail data and the Participant Directory including all related account registry data which will collectively and individually be considered a trade secret in accordance with Applicable Law. GaHIN will, or will cause Vendor to, retain the audit trail data of transactions for a terminated Participant for such period as required by Applicable Law following such termination. In the event of termination of GaHIN’s contract with a Vendor, GaHIN will cause Vendor to transfer the audit trail data and Participant Directory with the account registry data to GaHIN’s then current or prospective Vendor.

f. *Size Limits.* GaHIN will establish message, including any attachments, and mailbox size limits, and, at the request of Participant, will provide with an explanation of

what happens when the limits are exceeded. These limits may change during the term of this agreement with notice provided 30 days in advance.

g. *Limited Role.* GaHIN's role is only to facilitate the exchange of information and/or Health Data through the operation of the Network, in accordance with the DCH Contract and as provided in this Member Agreement. GaHIN has no role in verifying the accuracy of any messages or verifying whether a Participant is authorized to send, receive, use or disclose particular information and/or Health Data.

h. *XDR Integration.* GaHIN will use its commercially reasonable efforts to cause Vendor to promptly implement the Cross-enterprise Document Reliable Interchange (“XDR”) integration profile in the Network.

i. *Fees for the Services.* Unless and until otherwise agreed to by Participant and GaHIN in writing, GaHIN shall provide the Services to Participant at no cost to Participant.

j. *Compliance with Policies and Procedures.* GaHIN shall, and shall cause Vendor to, comply with the Policies and Procedures in connection with the provision of the Services by GaHIN under this Agreement.

6. Miscellaneous: If any provision of this Member Agreement conflicts with a provision in the Policies and Procedures, the provision of this Member Agreement controls. Notices under this Agreement shall be given as provided in the Policies and Procedures to the parties' respective addresses as set forth in Attachment B to this Member Agreement. This Member Agreement may be executed in counterparts and by facsimile or electronic means, each of which shall be an original and together one and the same instrument. This Member Agreement, with all attachments and exhibits attached hereto, sets forth the entire and only agreement among GaHIN and Participant relative to the subject matter hereof and supersedes all previous negotiations and agreements, whether oral or written. Any representation, promise, or condition, whether oral or written, not incorporated herein, shall not be binding upon GaHIN or Participant.

[Signatures Contained on the Following Page]

IN WITNESS WHEREOF, this Member Agreement has been entered into and executed by representatives duly authorized to bind their respective parties.

“GaHIN”

**GEORGIA HEALTH INFORMATION
NETWORK, INC.**

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

“PARTICIPANT”

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

ATTACHMENT A

POLICIES AND PROCEDURES
(see attached)

ATTACHMENT B

Addresses for Notice

For notices to Participant, GaHIN will use the Participant's information obtained through the registration process.

For notices to Vendor, use (with a copy to GaHIN):

Medicity, Inc.
257 East 200 South, Suite 1300
Salt Lake City, UT 84111
Attn: Greg LeClaire, CFO
contracts@medicity.com

For notices to GaHIN, use:

Georgia Health Information Network, Inc.
75 5th Street NW, Suite 600
Atlanta, GA 30308
Attn: Dr. Denise Hines, Executive Director
dhines@gahin.org