

# HPHConnect User Agreement

## User Agreement

Use of the Harvard Pilgrim *HPHConnect/HealthTrio* Internet website (the “Site”) and the data accessible through the Site is subject to the terms set forth herein including certain restrictions on the use of the Service, as defined below, provided through the Site. If you do not agree to these terms, you may not access or otherwise use the Site. Please read these terms carefully, print them out for your future reference and, if you agree, click “Accept” when logging in for the first time.

### Introduction

The Site provides the means for electronic transmission and retrieval of information (the “Service”) between you (the “User”), as a representative of a health care provider or a local care unit (the “Provider”), and Harvard Pilgrim Health Care (“HPHC”). As part of the Service, you will have the ability to transmit messages, files, and data regarding the Provider and regarding HPHC’s members. Users will also have the means to retrieve certain information from certain HPHC databases, including information regarding HPHC members who are patients of the Provider (the “Protected Health Information”). The owner of the Site, HealthTrio, Inc. (“HealthTrio”), has established information and use policies that are set forth in the Privacy Policy shown on the Site. Any third party content or information available on or through the Site is provided “as is” and its use is at the User’s and Provider’s sole risk.

### User’s Obligations

User agrees as follows:

- You are over 18 (eighteen) years old and have provided HPHC with an active, unique email address.
- You are required to have an individual login and password to access the Site. You will not disclose your password to any third party. You and the Provider will be solely responsible for all activity or transactions through the Site that are attributable to your password.
- You agree that you will only access information through the Site that the Provider has authorized you to access. You further agree that any information you access or retrieve from the Site will be used solely in furtherance of the relationship between the Provider and HPHC, as set forth in the applicable participating provider agreement and any other applicable agreement. In addition, you agree only to access the minimum information necessary in order to accomplish your legitimate business purpose authorized under the participating provider agreement.
- You agree that any information, including without limitation, enrollment, payment, claims adjudication, case or medical management, medical or billing records or any Protected Health Information that you access or retrieve from the Site, will be safeguarded as agreed to in the applicable participating provider agreement and any other applicable agreement between the Provider and HPHC.
- You will not disclose any information obtained from the Site to a third party except as allowed in the applicable participating provider agreement and any other applicable agreement between the Provider and HPHC.
- You acknowledge that all right, title and interest in and to the Protected Health Information you receive from HPHC, the Service, the Site, and the URL associated therewith, including all present and future rights in and to intellectual property and other proprietary rights of any type are and will continue to be the sole and exclusive property of HealthTrio or HPHC.
- You agree that when you are no longer in the role for which you were granted access to the Site, you will relinquish your access or request a reassessment of your access for your new role by contacting your Data Access Liaison or your Main Office Contact, who will then inform HPHC. Under no circumstances will you access the Site or any information retrieved from the Site once you are no longer employed by the Provider.
- You understand that your account will be locked after 120 (one hundred twenty) days of non-use and will be terminated after 180 (one hundred eighty) days of use of non-use.

### Termination

HPHC may terminate this Agreement and the rights granted to the User hereunder, with or without cause, at any time, without notice, and without penalty.

### General Provisions

Any terms used in this Agreement and not otherwise defined will have the meaning used in the applicable participating provider agreement between HPHC and Provider. This Agreement will not be assigned or otherwise transferred by the User. This Agreement contains the entire Agreement between the parties hereto with respect to the matters contained herein and supersedes all prior understandings, whether written or oral, if any, with respect thereto. If any term or pro-

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vision of this Agreement is deemed to be invalid, illegal or unenforceable, the remainder of this Agreement will not be affected thereby. This Agreement may not be modified, terminated or amended nor any of its provisions waived except by a written instrument signed by the parties. Sections pertaining to the protection of Protected Health Information will survive any termination of this Agreement. This Agreement will be governed by the laws of the Commonwealth of Massachusetts. Any disputes arising hereunder will be brought in courts having jurisdiction and located in the Commonwealth of Massachusetts.

I hereby acknowledge I have read the above terms and conditions and agree to be bound thereby as a condition of my access to and use of the Service and the Site.

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This agreement supersedes any previously posted user agreements for use of *HPHConnect* for Providers.