

AUTHORIZED USER TERMS OF USE

OC CHILDREN'S SCREENING REGISTRY

TERMS OF USE – FOR AUTHORIZED USERS

Welcome to the OC Children's Screening Registry, an online database designed to enable primary health care providers and community based providers to view and/or enter developmental and behavioral screening data, and share information on referrals and outcomes ("Registry"). The Registry is provided by Children's Hospital of Orange County on behalf of the Help Me Grow program ("HMG", "We", "Us" or "Our"). Your access and use of the Registry is governed by these Terms of Use ("Terms of Use"). Subject to your compliance with these Terms of Use, We grant you as the Authorized User ("You" or "Your") a limited license to access and use the Registry for Your non-commercial, informational, and personal use.

1. Definitions:

1.1 Authorized User –An individual that has been approved by Us and/or the Participant to access and/or use the Registry on behalf of the Participant or Us.

1.2 Participant – The organization that is authorized by Us to participate in the Registry pursuant to an executed OC Children's Screening Registry Participation Agreement between said organization and Us ("Participation Agreement"), and at whose direction You are accessing and/or using the Registry.

1.3 Patient Information – All information relating to a patient, child, or client of a Registry Participant, including, but not limited to, "protected health information," as defined under HIPAA.

1.4 HIPAA – The Health Information Portability and Accountability Act of 1996, as amended, and its implementing regulations.

2. Patient Participation and Ability to Opt-Out. HMG operates a Registry pursuant to which a patient's legal guardian may exercise choice concerning the inclusion and/or availability of their child's Patient Information in the Registry. If a patient's legal guardian would like to opt-out of participating in the Registry, the patient's legal guardian must notify the Participant in writing prior to Participant entering the Patient Information into the Registry. This opt-out notification prevents the Participant from entering any of the child's Patient Information in the Registry. Once Patient Information is entered into the Registry, this data becomes part of the Registry's aggregate data and such data cannot be retracted from the Registry by You or Participant. If the child's Patient Information already exists in the Registry, the Participant must then promptly notify HMG in writing of the legal guardian's opt-out request. Upon receipt of the notification, HMG will remove the child's Patient Information from the Registry in a timely manner. Notwithstanding the foregoing, if the Patient Information has already been included in

any de-identified or aggregate data, or other use permitted under the Participation Agreement which does not identify the patient in any manner, prior to the date of the opt-out notice, HMG will not be required to remove or cease use of such Patient Information from the pre-existing de-identified or aggregate data or other use permitted under the Participation Agreement and HMG may continue to use such de-identified or aggregate data pursuant to the terms of the Participation Agreement provided that the patient is not identified in any manner.

3. Your Responsibilities:

Participation in the Registry. You shall access and use the Registry in accordance with the terms and conditions of these Terms of Use and the Participation Agreement.

3.2 Compliance with Laws and Regulations. You agree to comply with all laws and regulations applicable to the activities You conduct pursuant to Your access and use of the Registry.

3.3 Attestation of Status as Authorized User. You attest that You:

- a) Are a current member of the Participant's workforce or medical staff;
- b) Are designated by the Participant as an individual authorized to use the Registry, and;
- c) Are engaging in entry, access, and/or use of Patient Information in the Registry for a legitimate business purpose on behalf of the Participant.

3.4 Limitations Upon Access To and Use of Patient Information. You shall access and use Patient Information through the Registry solely for the purpose of Treatment, as defined under HIPAA, of individuals with whom You have a treatment relationship, or from whom the Participant has received a valid authorization when required under HIPAA or other applicable law or regulation. You may use Patient Information solely in accordance with the Registry's purpose. You shall not engage in any inappropriate use of Patient Information, such as for personal reasons, including but not limited to curiosity or as a favor to others.

3.5 User Identification and Passwords. User IDs and Passwords are intended to protect and maintain the privacy of information in the Registry from unauthorized personnel. You agree that You shall not share Your assigned User ID or Password with others, except to trained technical support personnel for the purpose of technical support. You acknowledge that sharing your User ID or Password with anyone else, or leaving your workstation without logging out of the Registry, is in direct violation of these Terms of Use.

3.6 Limitations Upon Disclosure of Patient Information. You may not disclose Patient Information obtained through the Registry for any reason, except as expressly permitted by applicable laws and regulations, including but not limited to HIPAA, and these Terms of Use.

3.7 Reasonable Safeguards for Privacy and Security. You shall use reasonable safeguards, as required under HIPAA, to maintain the privacy and security of Patient Information. Without

limiting the generality of the foregoing: (i) You shall not use, share, or disclose Your password(s) or other access identification or authentication information with any individual or entity, except as stated in 3.5.

3.8 Suspension and Termination of Authorized User Status. You understand and acknowledge that Your status as an Authorized User may be suspended and/or terminated at any time without notice, along with all access privileges, under the following conditions:

- a) Upon termination of the Participant's involvement in the Registry for any reason;
- b) If You are no longer a member of the Participant's workforce or medical staff;
- c) Upon a change to Your roles and/or responsibilities on behalf of the Participant that would make continued access or use inappropriate;
- d) Upon suspicion or confirmation of any inappropriate or unlawful access, use, and/or disclosure occurring by You and/or Your account;
- e) Upon request by the Participant;
- f) At the discretion of HMG;
- g) Upon any act or omission by You that is in violation of these Terms of Use, the Participation Agreement, or any applicable laws or regulations.

3.9 Monitoring. You understand and acknowledge that Your access, transactions, and other activities while using the Registry may be monitored.

4. License Restrictions.

4.1 You shall not:

- (a) Copy any Registry content, except as expressly permitted by the Participation Agreement or these Terms of Use;
- (b) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Registry or its content;
- (c) Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Registry or its content;
- (d) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Registry or its content, including any copy thereof; or
- (e) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Registry or its content, or any features or functionality of the Registry, to any third party for any reason, including by making the Registry available on a network where it is capable of being accessed by more than one device at any time.

4.2. You acknowledge and agree that the Registry and its content is provided under license, and not sold, to you. You do not acquire any ownership interest in the Registry and its content under these Terms of Use, or any other rights thereto other than to use the Registry and its content in accordance with the license granted, and subject to all terms, conditions and restrictions, under these Terms of Use. We reserve and shall retain Our entire right, title and interest in and to the Registry and its content, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Terms of Use.

5. Collection and Use of Your Information. You acknowledge that when You use the Registry, the Registry may use automatic means (including, for example, cookies and web beacons) to collect information about Your use of the Registry. You also may be required to provide certain information about Yourself as a condition to using the Registry or certain of its features or functionality, and the Registry may provide you with opportunities to share information about Yourself with others.

6. Third Party Materials. The Registry may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to You or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to You and You access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

By signing below, You understand and agree that you will abide by these Terms of Use, and the applicable Participation Agreement.

Signature

Date

Print Name

Employer

Program or Medical Practice Site

Please return this form to Help Me Grow at the email address below:

Email: OCscreeningregistry@choc.org

Phone: 949-267-0312