

**Enabling Addendum for End Users
(QHIN, QHIO, HIN and Patient Access for Implementer Model)**

Capitalized terms used, but not otherwise defined in this Enabling Addendum for End Users (this “**Addendum**”) shall have the meanings set forth in the Agreement. Notwithstanding anything to the contrary in the Agreement, the Parties agree to the terms described herein. In the event of any conflict in meaning among provisions of the Agreement, and provisions of this Addendum, this Addendum shall control. Except as expressly modified by this Addendum, all terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect as originally constituted.

1. **HG QHIN.**
 - a. If End User elects to participate in Health Gorilla’s Qualified Health Information Network under the Trusted Exchange Framework and Common Agreement (TEFCA) as reflected in the Agreement (“**QHIN Services**”), then End User hereby agrees to the HG QHIN Governance Documents as indicated here, including the Participant QHIN Terms (collectively, “**QHIN Governance Documents**”): <https://healthgorilla.com/home/additional-terms>.
 - b. End User shall abide by the QHIN Governance Documents, including any updates, new versions, amendments and/or supplements thereto as issued by the Company from time to time.
2. **HG QHIO (FOR CALIFORNIA DxF END USER ONLY).** If End User elects to participate in Company’s California Qualified Health Information Organization Network under the Data Exchange Framework (“**DxF**”) as reflected in the Order Form (“**QHIO Services**”) then End User agrees as follows:
 - a. End User hereby represents and warrants that it has signed the Data Exchange Framework Single Data Sharing Agreement (“**DSA**”) and delivered the DSA to the California Health and Human Services (“**CHHS**”);
 - b. End User shall abide by the DSA and related policies, procedures and governance requirements, including any updates, new versions, amendments and/or supplements thereto as issued by the CHHS from time to time (collectively, “**DxF Documents**”);
 - c. End User agrees to abide by Company’s policies, procedures and governance requirements in connection with the QHIO Services, including any updates, new versions, amendments and/or supplements thereto as issued by the Company from time to time (along with the Agreement and this Addendum, collectively, the “**HG QHIO Documents**”);
 - d. End User acknowledges and agrees that End User Data will be shared by the Company for the following exchange purposes in accordance with the DxP Documents and the HG QHIO Documents: treatment, payment, healthcare operations, public health, and individual access.
 - e. End User shall not sell or transfer to any third-party any data (including in deidentified or anonymized form) retrieved by End User in connection with the QHIO Services and other participants of the DxP.
 - f. End User will inform Company immediately upon any of the following events (collectively, “**Notice Events**”): (i) End User’s breach of any DxP Document or HG QHIO Document; (ii) termination of the DSA or the Agreement for any reason; and/or (iii) suspension of End User’s participation in the CHHS Data Exchange Framework for any reason.
 - g. Upon a Notice Event, Company may, in its sole discretion, terminate or suspend the QHIO Services at any time.
3. **HG HIN.**
 - a. If End User elects to participate in Health Gorilla’s Health Exchange Network as reflected in the Agreement (“**HIN Services**”), then End User hereby agrees to the HG HIN Governance Documents as indicated here (“**HIN Governance Documents**”): <https://healthgorilla.com/home/additional-terms>.
 - b. End User shall abide by the HIN Governance Documents, including any updates, new versions, amendments and/or supplements thereto as issued by the Company from time to time.
4. **Patient Access.** In connection with the HIN Services, QHIN Services and the QHIO Services, as applicable, End User agrees as follows:
 - a. If reflected in the End User Agreement, End User agrees to be a network participant in connection with Patient Access services enabled by the Company (“**PA Services**”).
 - b. End User represents and warrants that each authorization that Health Gorilla relies upon for the purpose of delivering such PA Services: (i) has been signed by the individual to whom the data relates or a person legally authorized to permit release of such data; (ii) is valid, complete, and sufficient to allow Health Gorilla to perform the activities permitted under this Addendum; and (iii) contains language that authorizes the disclosure of medical records from any and all healthcare providers that have medical information about the individual.
 - c. In connection with PA Services, End User shall use a credential service provider whose identification process complies with the Identity Assurance Level 2 (IAL2) standard verification requirements, published and maintained by the National Institute of Standards (NIST) for each patient before such Services are accessed. For the avoidance of doubt, Company uses Kantara Certified Credentialing Service Providers (CSPs) for Company’s IAL2 verifications.
 - d. To the extent that End User permits its patients and other end-users (“**Individual End Users**”) to access *Patient Access*, then End User shall cause its Individual End Users to comply with the Patient Access User Agreement as indicated here: <https://hg-policies.s3.amazonaws.com/PatientAccessUserAgreement.pdf>.