

## **PDMP EULA**

PDMP Terms. The following terms shall only apply if Prescription Drug Monitoring Program ("PDMP") has been purchased under the Order and/or Amendment.

"PMP" or "PMPs" means one or more state prescription monitoring programs that collect prescription drug dispensing and other information from entities such as pharmacies and permit users who meet applicable state-designated requirements to access such information.

"PMP Data" means information maintained by PMPs, including without limitation, information about controlled substances for individual patients. PMP Data includes all of the information provided by the applicable state, which may include non-traditional PMP data and or information.

"Service Information" means data that is input, transmitted, or output via the PDMP Service, including but not limited to patient data, PMP Data, Analytics Results, Analytics, reports, tools and any other related data and resources provided in HTML format.

Some states require separate registration by You or Your Authorized Workforce. It is Your sole responsibility to register or cause Your Authorized Workforce to register. If You or Your Authorized Workforce do not register with the applicable state, Allscripts is not required and may not be allowed to deliver Service Information.

Access and Use Policies. You will maintain and enforce policies and procedures to limit access and use of the Service Information as follows:

- (i) Only You or Your Authorized Workforce who are licensed to prescribe medications ("Authorized Users") may access or use the Service Information;
- (ii) You may only access or use the Service Information in accordance with the terms and conditions of this Agreement;
- (iii) Your Authorized Workforce may only access or use Service Information in accordance with the terms and conditions of this Agreement;
- (iv) You shall provide proper training to Your Authorized Workforce on accessing and using the Service Information;
- (v) You shall ensure that Service Information, and its systems used in connection therewith, are accessed and used in a secure manner in accordance with applicable law and the terms of this Agreement; and
- (vi) Copies of said policies and procedures shall be provided upon request of a state or Allscripts.

You may make Service Information available to Your Authorized Workforce that, in accordance with the terms of this Agreement:

1. Comply with applicable Requirements;
2. Are validly licensed; Are validly authorized by You to access PMP Data in accordance with applicable law;
4. Are authorized by their current patient, as applicable, to access or use PMP Data;
5. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law;
6. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

Credentialing and Validation. You shall ensure that its credentialing and identity validation processes adhere to all applicable state and federal laws and rules and Requirements for credentialing and validation of the pharmacists or health care practitioners, their delegates, and entities or users who seek to access or use the PDMP Information, and employees and contractors who do not provide patient care but who seek to access or use the PDMP Service. If state law prohibits health care practitioners' delegates from accessing the PMP or PMP Data, then Your credentialing and identity validation processes must prevent delegates from accessing the PDMP Information.

Responsibility for Use. You shall be responsible if use of or access to the PDMP Information is improper or illegal or otherwise does not conform to the terms of this Agreement. Allscripts and its suppliers are not responsible for any access or use of the PDMP Information by You, Your Authorized Workforce, or any of Your pharmacists, practitioners, Employees, patients, affiliates, agents or contractors, or any state employees, agents, affiliates, or contractors.

Transfer of Data. Client requests that Allscripts transfer Client's electronic health information, including without limitation Client's patients' personally identifiable patient information and controlled substance prescription information (the "Data") from Client to the applicable third party service provider ("Third Party Provider") for purposes of Prescription Drug Monitoring Program(s) ("PDMP" via API ("Transfer"). Client consents to and authorizes Allscripts sending and releasing the Data via the Transfer to Third Party Provider. For clarification, Allscripts performing its obligations pursuant to this Order are not a breach of confidentiality, business associate agreement or any other agreement between the parties.

Compliance with Laws. Client shall comply with all applicable federal and state laws including without limitation those laws regarding the use and disclosure of patient information, controlled substance prescription information, and substance abuse treatment records. Client represents and warrants that it has received all necessary consents, authorizations, and permissions required from Client's patients to transfer the Data from Client to the Third Party Provider and Client has the authority to instruct and permit Allscripts to send the Data to the Third Party Provider. Client further agrees to indemnify and defend Allscripts and to hold Allscripts harmless from any problem or claim that may arise out of or relate to the Transfer of Data, including those problems or claims arising out of or related to Client's failures to obtain appropriate patient consents, authorizations, and/or permissions.

CLIENT AGREES THAT ALLSCRIPTS IS NOT LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER DAMAGES ARISING FROM OR RELATED TO ALLSCRIPTS TRANSFERRING DATA TO THE THIRD PARTY PROVIDER.

You shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the PDMP Information to build or enhance its own database or for any other purpose except to fulfill any applicable legal requirements in connection with a patient medical record or as permitted under this Agreement; or (b) copy or otherwise reproduce the PDMP Information.

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Confidential

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