## <u>Exhibit 4</u>

**Message Content**: All patient health information, including Protected Health Information as defined by HIPAA, but excluding Specially Protected Information.

**Permitted Purpose**: For research purposes as further set for in 45 CFR §164.512(i), and in accordance with HIN's policies and procedures related to research uses available <u>here</u>, as may be amended from time to time.

## **Additional Terms**:

- 1. If Participant is subject to HIPAA, and as a result of the Agreement, HIN meets the definition of Business Associate or subcontractor Business Associate of Participant, or vice versa, the terms of Attachment A-1 to Exhibit A shall apply.
- 2. If Participant is not subject to HIPAA, Participant will use commercially reasonable efforts to comply with the material provisions of HIPAA.
- 3. The Parties will use commercially reasonable efforts to comply with the CARIN Alliance Code of Conduct related to Message Content Transacted under this Exhibit.
- 4. Participant represents and warrants that it has obtained the necessary HIPAA authorizations, other consents, and/or review board approvals, in accordance with and as required by Applicable Laws that such consents are necessary, prior to Transacting Message Content under this Exhibit.
- 5. Participant hereby authorizes HIN to de-identify any PHI it receives pursuant to this Exhibit and use such de-identified data for any lawful purpose.