DIRECT IDENTITY VERIFICATION AND AUTHORIZATION

STATE OF NORTH DAKOTA
NORTH DAKOTA HEALTH INFORMATION TECHNOLOGY
SFN 60589 (3-2014)

Service Provider

Health Information Service Provider Name	Account Number	Telephone Number	
Orion Health	080088	(800) 905-9151	
Address	**City**	**State**	**ZIP Code**
225 Santa Monica Boulevard, 10th Floor	Santa Monica	CA	90401

Organization

Organization Name		Telephone Number	
Address	City	State	ZIP Code

HIPAA Compliance

- ☐ HIPAA Covered Entity
- ☐ HIPAA Business Associate
- ☐ Other HIPAA Entity - Health-care organization that treats protected health information with privacy and security protections that are equivalent to those required by HIPAA

Applicant

Name		Telephone Number	
Address	City	State	ZIP Code
E-Mail Address		Date of Birth	

By signing this document, I hereby agree to the attached authorization and request a Direct Certificate and declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Applicant Signature	Date	Time

Please have a notary witness your signature and sign the acknowledgment on the next page. The signed form should then be returned to Orion Health by following the instructions given to you.

INSTRUCTIONS TO NOTARY: Please verify the person named in this document using at least one government-issued photo ID. Examples of acceptable photo ID documents include a passport, driver's license, military ID, permanent resident card, or similar document.

If the ID is not a federal government ID, a secondary ID is required. The second ID does not have to be a government-issued ID. Examples of acceptable secondary ID documents include a social security card, birth certificate, school ID, or voter's registration card.

If the address on the ID is different from the one stated in this form, a document with the correct address must be provided. Examples of acceptable proof of address include a utility bill (telephone, gas, electric, water or Internet), bank statement, rental agreement or a government-issued document.

Make sure the information listed in the identification boxes on the first page and below match the identity documents presented during the verification process. **Notaries should sign the Notarial Acknowledgment.**

Identification #1

Type of Document	Photo Identification ☐ Yes ☐ No
Issued By	Serial Number
Name on Identification #1	Date of Expiration

Identification #2

Type of Document	Photo Identification ☐ Yes ☐ No
Issued By	Serial Number
Name on Identification #2	Date of Expiration

NOTARIAL ACKNOWLEDGMENT

I hereby certify under penalty of perjury under the laws of the United States of America that at the above-indicated date and time, personally appeared before me, the above-named Applicant, who signed the foregoing document in my presence, and who presented the identification listed above, affixed hereto, which I did review for authenticity.

State	County

Signed and sworn to (or affirmed) before me on

Date	Affix Notary Stamp
Signature of Notary Public or Other Authorized Officer	
Commission Expiration Date (if not listed on stamp)	
Print Name	Organization/Employer
Telephone Number	E-Mail Address

AUTHORIZATION

PLEASE READ THIS AUTHORIZATION CAREFULLY BEFORE SIGNING THE ATTACHED IDENTITY VERIFICATION DOCUMENT. BY SIGNING THE IDENTITY VERIFICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AUTHORIZATION, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO IT. IF YOU DO NOT ACCEPT THIS AUTHORIZATION OR DO NOT WISH TO APPOINT ORION HEALTH AS YOUR CERTIFICATE AGENT, DO NOT SIGN THE IDENTITY VERIFICATION. IF YOU HAVE ANY QUESTIONS, PLEASE E-MAIL DIGICERT AT LEGAL@DIGICERT.COM OR CALL 1-800-896-7973.

DigiCert, Inc. ("**DigiCert**") issues X.509 v.3 digital certificates ("**Certificates**") to customers of the health information service provider identified on the attestation document ("**Orion Health**"). You, as the organization that will be named in a certificate, are providing this authorization to assist Orion Health in performing certain digital certificate-related duties that are normally reserved for Certificate subjects, usually an entity's equipment, personnel, or agents. These tasks include managing keys, registering devices, and authenticating personnel with DigiCert and its Certificate systems and installing, configuring, and managing issued Certificates. Therefore, you hereby agree and authorize Orion Health and DigiCert as follows:

1. Certificates. Orion Health may request and approve Certificates in your name and use issued Certificates for your benefit. DigiCert may issue, refuse to issue, revoke, or restrict access to Certificates in accordance with the instructions provided by Orion Health and rely on these instructions as if originating from you.

2. Representations. You represent that you are a HIPAA covered entity, a HIPAA business associate, or a health-care organization that treats protected health information with privacy and security protections that are equivalent to those required by HIPAA. You represent that you will limit your use of the digital certificate for purposes required as a HIPAA Business Associated or Non-HIPAA Healthcare Entity (HE), defined as an entity that has an appropriate healthcare-related need to exchange Direct messages and which agrees to handle protected health information with privacy and security protections that are equivalent to those required by HIPAA.

3. Authorization. You explicitly appoint Orion Health's employees and agents as your agent for the purpose of requesting, using, and managing Certificates and corresponding private keys. Orion Health's employees and agents are authorized to fulfill all obligations imposed by DigiCert with respect to the Certificate, communicate with DigiCert regarding the management of key sets and Certificates, and fulfill all roles related to Certificate issuance, such as a certificate requester, certificate approver, and contract signer (as used in the CA/Browser Forum's Extended Validation Guidelines for SSL Certificates). You hereby authorize Orion Health and its employees to:

   (i) Request Certificates for domains and emails owned or controlled by you or your affiliates,
   (ii) Request Certificates naming you or your equipment, employees, agents, or contractors as the subject, and
   (iii) Accept terms and conditions related to Certificates issued on your behalf.

4. Trusted Agent. In addition, you are hereby appointed as an agent of DigiCert for the purpose of collecting documentation, verifying identities, and providing identity information to DigiCert. Any information must be verified in accordance with instructions provided by DigiCert. The requirements for identity verification are set by the applicable CP and may change without notice. Therefore, DigiCert may amend the instructions at any time.

5. Documentation. For each certificate ordered by Orion Health under your authorization, DigiCert must obtain a personal attestation and a copy of all documentation necessary to verify the entity's identity. DigiCert may reuse this information in some cases. DigiCert may rely solely on the information you provide or previously provided when issuing a Certificate or may elect to perform additional verification prior to issuing a Certificate. You agree to provide, at all times, provide accurate, complete, and true information to DigiCert. If any information provided to DigiCert changes or becomes misleading or inaccurate, then you agree to promptly update the information. You consent to (i) DigiCert's public disclosure of information embedded in an issued Certificate, and (ii) DigiCert's transfer of your personal information to DigiCert's servers, which are located inside the United States. DigiCert shall follow the privacy policy posted on its website when receiving and using information from you or Orion Health. DigiCert may modify the privacy policy in its sole discretion.

6. Representation. You represent that you have the authority to execute this authorization and bind your organization (if applicable) by its terms. By submitting documentation to DigiCert, you represent to DigiCert that (i) you have verified any named individuals name, address, email address, telephone number, birthdate, and any other information required by DigiCert and in accordance with any instructions provided by DigiCert, (ii) you have examined any relied upon documents

for modification or falsification and believe that the documents are legitimate and correct, and (iii) you are unaware of any information that is reasonably misleading or that could result in a misidentification of the verified entity. These representations survive termination of this appointment until all Certificates that rely on the documentation expire.

7. Duration. This authorization lasts until revoked by you, and you are responsible for all Certificates requested by Orion Health on your behalf until after DigiCert receives a clear email message revoking the authorization at legal@digicert.com. Even after revocation, all representations and obligations herein survive until all Certificates issued under this authorization expire or are revoked in accordance with DigiCert's agreement with Orion Health. DigiCert may require that you periodically renew this authorization by resubmitting a copy of this authorization to DigiCert.

8. Certificate Revocation and Termination. DigiCert will revoke any Certificate issued to Orion Health on your behalf after receiving notice from you and after verifying the legitimacy of the revocation request. DigiCert may also revoke a Certificate issued to Orion Health on your behalf for any reason and without notice.

9. Warranty Disclaimers. DIGICERT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY SERVICES WILL MEET ANY EXPECTATIONS OR THAT ACCESS TO SERVICES WILL BE TIMELY OR ERROR-FREE. DigiCert may modify or discontinue specific service or product offerings at any time. Nothing herein requires DigiCert to provide Certificates or other related services to you or Orion Health.

10. Limitation on Liability. YOU HEREBY WAIVE ANY RIGHT TO ANY DAMAGES RELATED TO DIGICERT'S SERVICES, INCLUDING THE ISSUANCE OR USE OF CERTIFICATES. DIGICERT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNATIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATA, OR OPPORTUNITY, EVEN IF DIGICERT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The limitations in this section apply to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of claims of liability, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this agreement were breached or proven ineffective.

11. Indemnification. To the maximum extent permitted by law, you will indemnify and defend DigiCert and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns against all liabilities, claims, damages, and costs (including reasonable attorney's fees) related to either DigiCert's reliance on this authorization or the use of a Certificate issued under this authorization.

12. Notices. You must send all notices (i) in writing, (ii) with delivery confirmation via first class mail, commercial overnight delivery service, facsimile transmission, email, or by hand, and (iii) addressed to DigiCert, Inc., Attn: Legal Department, 2600 West Executive Parkway, Suite 500, Lehi, Utah 84043, email: legal@digicert.com, fax: 1-866-842-0223. DigiCert may change its address for notices by sending notice of the change to Orion Health. Orion Health is solely responsible for conveying notices to you. All notices to DigiCert are effective on receipt. DigiCert will deliver notices to you by delivering the notice to Orion Health. Notices are effective when sent to Orion Health in accordance with DigiCert's agreement with Orion Health.

13. Severability. The invalidity or unenforceability of a provision under this authorization, as determined by an arbitrator, court, or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this agreement. The parties shall substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.

14. Intended Beneficiaries. Orion Health and DigiCert are express and intended beneficiaries of your obligations and representations under this agreement.