**MASTER AGREEMENT**

Between the

Delaware Health Information Network

and

[Organization]

for

Health Information Exchange

This Master Agreement (henceforth referred to as “Agreement”) is effective as of [DATE] by and between Delaware Health Information Network, a not-for-profit public instrumentality of the State of Delaware located at 107 Wolf Creek Blvd, Suite 2, Dover, DE 19901 (“DHIN” or “the network”) and [Organization] (hereafter, “Organization”, with a principal place of business at [ADDRESS], and sets forth the terms and conditions under which the parties will exchange information. The parties agree as follows:

**Recitals**

**WHEREAS**  DHIN is the state sanctioned provider of health information exchange services (16 *Del. C.* §10301); and

**WHEREAS** DHIN’s statutory mission is to develop and operate a state-wide health information network integrating clinical, financial, and patient satisfaction data sources to inform decisions (16 *Del. C*. § 10303); and

**WHEREAS** benefits of information exchange through DHIN include improved communication within the healthcare community, improved efficiency and elimination of redundant testing, monitoring of population health and community health status, reduction in healthcare costs, and serving as the trusted source of information for consumers and purchasers as well as providers of care; and

**WHEREAS** Organization desires to participate in one or more services offered through DHIN; and

**WHEREAS** Members of the network execute a written agreement to maintain the privacy and security of the information they obtain from DHIN, to limit their use of the data to the purposes allowed by law and the Data Use agreements and consent to monitoring and auditing of their use of the network,

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**The ORGANIZATION agrees to the following:**

1. To execute a Business Associate Agreement (“BAA”) with DHIN, which shall become Appendix A to this Agreement as required by HIPAA and HITECH regulations. The BAA may be updated as required to reflect new or changing legal and regulatory requirements regarding the handling of protected health information (“PHI”) without necessitating a renegotiation of the entire Agreement;
2. To pay participation fees to DHIN for each service adopted in accordance with the pricing and payment terms set forth in Appendix B to this Agreement, the terms of which may be updated from time to time and with a minimum of sixty (60) days advance notice;
3. To grant to DHIN Members the nonexclusive license to retrieve and use data contributed by Organization in accordance with applicable laws and regulations (16 *Del*. *C.* §10305) and in accordance with written data use agreements;
4. To assign a point of contact who will:
   1. Represent the Organization in negotiating a mutually agreed upon project plan with DHIN for implementation of the data exchange services;
   2. Participate in meetings as necessary to ensure the timely execution of all aspects of the project plan;
   3. Be responsible, on behalf of the Organization, for meeting all milestones and deliverable required of the Organization in order to execute the project plan;
   4. Remain effectively engaged in the ongoing maintenance of data exchange with DHIN, to include future issues resolution;
5. To identify and supply contact information for appropriate personnel including executive sponsors, testing personnel, technical personnel, etc.; and provide access to key personnel during normal business hours and following go-live, provide a point of contact for after-hours issues
6. To provide all required data feeds using content and transport standards which shall be mutually agreed upon;
7. To work in good faith to ensure that all data feeds contain demographic data points necessary and sufficient to support the patient matching algorithms used by DHIN;
8. To utilize the DHIN as the primary method of clinical information exchange within the Delaware healthcare community, and work in good faith to address and resolve barriers to such exchange; and
9. To inform patients in the Notice of Privacy Practices that the Organization participates in DHIN and to provide information to patients as to where they can obtain further information regarding their privacy rights relating to the sharing of their data through DHIN.

**The DHIN agrees to the following:**

1. To execute a Business Associate Agreement (BAA) with Organization, which shall become Appendix A to this Agreement;
2. To execute a BAA with DHIN’s vendors, contractors and subcontractors as required by law, and make such agreements available upon request for review by Organization;
3. To require DHIN Users to execute End User Data Use Agreements before access to data through the network is granted. Permissible uses include direct clinical care activities by health care providers and their staff, reporting required by law or regulation, and for purposes of “treatment, payment, or operations” (“TPO”) as those terms are defined in the HIPAA and other relevant federal and state law and regulation, and as specifically requested or consented by the patient. De-identified data may be used for other lawful purposes, including, but not limited to, aggregate reporting at a cohort or population level;
4. To assign a point of contact who will coordinate global project tasks and work with Organization points of contact to successfully execute all tasks and deliverables, oversee the testing and certification process, manage issues logs, and escalate issues as appropriate;
5. To manage relationships with technology vendors, electronic health records vendors, and other third party vendors as necessary to implement the projects and manage the network;
6. To provide timely response to questions, issues, and concerns raised by Organization;
7. To manage costs to ensure the project is conducted within the agreed upon budget and scope;
8. To secure the DHIN system with appropriate physical, administrative and technical safeguards to protect the confidentiality, integrity and availability of the data and to meet all applicable laws. DHIN will conduct periodic monitoring of the effectiveness of such safeguards and Organization may request proof of such monitoring;
9. To regularly monitor the use of the system for compliance with Data Use Agreements and to investigate and report suspected cases of improper use;
10. To provide notice to Organization within five (5) business days of discovery by DHIN of any privacy violations or misdirected information.
11. To assist Organization in complying with any privacy-related government audits or investigation involving information transmitted through the DHIN;
12. To comply with, and facilitate, consumer requests to opt out of allowing their PHI to be discoverable upon search through the Health Information Exchange;
13. To provide Organization with a minimum of sixty (60) days advance notice of any changes in participation fees
14. To provide Help Desk support for all DHIN members and users;

To provide Organization, if requested, with transactional reports regarding the data it has contributed, such as reports of number of messages sent, number of such messages viewed by others in the network, and similar reports as relevant to the needs of Organization and the reporting capabilities of DHIN.

**Terms:**

This Agreement shall become effective upon execution by all Parties and shall automatically renew for successive one (1) year periods upon the anniversary of the effective date, unless either Party provides at least ninety (90) days’ notice of termination in writing to the other Party. Notwithstanding the above, DHIN may elect to terminate this Agreement if Organization has not paid the participation fees within sixty (60) days of such notice.

The signatures on this document are the authorized signatures to enter into financial and contractual agreements on behalf of the parties in agreement.

**Applicable Law:**

This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

**Signatories:**

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| [Organization]  [Name]  [Title]  Date: \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | Delaware Health Information Network  Janice L. Lee, MD  Chief Executive Officer  Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |