

**MASTER AGREEMENT
FOR
HEALTH INFORMATION EXCHANGE**

between

Delaware Health Information Network

and

PRACTICE NAME

This Master Agreement for Health Information Exchange (this “**Master Agreement**”) is between Delaware Health Information Network, a not-for-profit public instrumentality of the State of Delaware with a principal place of business at 107 Wolf Creek Blvd., Suite 2, Dover, DE 19901 (“**DHIN**”), and **PRACTICE NAME**, a **PRACTICE STATE AND ORGANIZATION TYPE** [e.g., Delaware corporation] with a principal place of business at **[ADDRESS]** (the “**Participant**”). DHIN and Participant hereafter may be referred to individually as a “**Party**” and collectively as the “**Parties**.” This Master Agreement is effective on the date the last required signature is affixed to this Master Agreement by the Parties (the “**Effective Date**”).

BACKGROUND:

WHEREAS, Delaware law, at 16 *Del. C.* Chapter 103, provides that DHIN is the state-sanctioned provider of health information exchange services in the State of Delaware;

WHEREAS, in order to fulfill its statutory mandate, DHIN has developed and operates a state-wide health information network integrating clinical, financial, demographic, and patient satisfaction information;

WHEREAS, enabling health information exchange through DHIN improves communication within the healthcare community, improves efficiency and assists in the elimination of redundant testing, enables monitoring of population health and community health status while decreasing the burden on reporting organizations, assists with a move towards reducing healthcare costs while maintaining or improving quality of care, and provides a trusted source of information for consumers, purchasers, and providers of care;

WHEREAS, Participant desires to participate in one or more of the health information exchange services offered through DHIN; and

WHEREAS, this Master Agreement sets forth the terms and conditions under which Participant, together with other participants who sign an agreement in substantially the same form as this Master Agreement, will access and utilize the health information exchange services provided by DHIN;

WHEREAS, DHIN’s work is part of a broader national coalition of entities similar to DHIN and DHIN is a participant and agrees to follow standards set forth in the agreements that govern such coalitions, if and to the extent permitted by this Master Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties, intending to be legally bound, agree as follows:

I. BACKGROUND; AGREEMENT.

- a. The provisions of the Background set forth above are incorporated herein by reference.
- b. During the Term (as hereafter defined) of this Master Agreement, Participant will have the rights and obligations relating to the use of DHIN Utilities (as hereafter defined) set forth in this Master Agreement, and DHIN will make the DHIN Utilities available to Participant and have the rights and obligations with respect to any Data (as hereafter defined) provided to DHIN by Participant on the terms and under the conditions set forth herein. Unless otherwise explicitly agreed to by DHIN in writing, Participant's use of DHIN Utilities will not include the ability to resell access to such services.

II. DOCUMENTS INCORPORATED WITHIN THIS MASTER AGREEMENT.

- a. This Master Agreement includes the following documents, which have been executed or are being executed on the Effective Date by the Parties and are incorporated herein by reference:
 - i. Appendix A: DHIN End User Data Use Agreement
 - ii. Appendix B: Pricing Terms and Conditions.
 - iii. Appendix C: Business Associate Agreement (“**BAA**”) or Business Associate and Qualified Service Organization Agreement (“**BAA/QSOA**”).
- b. In addition, this Master Agreement includes such other agreements as may be executed by the Parties, provided such agreement(s) explicitly reference an intent to be considered a part of this Master Agreement (collectively “**Additional Agreements**”).
- c. This Master Agreement, each executed Appendix hereto, and any Additional Agreement(s) are referred to collectively as the “**Data Use Agreements.**”

III. DEFINITIONS. The following words and terms, when used in this Master Agreement, have the following meaning unless context clearly indicates otherwise:

- a. “**Act**” means DHIN’s enabling legislation, codified at 16 *Del. C.* Chapter 103.
- b. “**Applicable Law**” means the federal, state, and local laws, rules, or regulations adopted by administrative agencies that are applicable to either DHIN, Participant, or either Party’s rights or obligations under this Master Agreement. This definition includes the Act, DHIN Regulations, and Delaware and federal laws and regulations applicable to the privacy, security, and confidentiality of patient records and the protected information of individuals, including HIPAA.

- c. **“Board”** means DHIN’s Board of Directors, as established by the Act.
- d. **“Bylaws”** means the bylaws that govern DHIN’s operations, as approved by the Board.
- e. **“Common Agreement”** means the Common Agreement for Nationwide Health Information Interoperability (Version 1, January 2022 at the time of this Master Agreement) promulgated by The Office of the National Coordinator for Health Information Technology and the ONC TEFCA Recognized Coordinating Entity, as it may be amended and updated from time to time.
- f. **“Data”** means medical or other health care or demographic information of or about an individual which is transmitted or available from a Data Sending Organizations for transmission to DHIN and included in DHIN’s clinical data repositories. Data includes, but is not limited to, PHI.
- g. **“Data Receiving Organization”** means an organization that contracts with DHIN to receive clinical Data for use cases laid out in the Act, the DHIN Regulations, and this Master Agreement. Data Receiving Organizations do not include organizations that solely contract with DHIN to receive claims data or analytic services from DHIN and the Health Care Claims Database pursuant to *1 DE Admin. 104*, or organizations that solely contract with DHIN to receive analytic services or clinical data for approved analytic use cases pursuant to *1 DE Admin. 102*. Each Participant is either a Data Receiving Organization, a Data Sending Organization, or both.
- h. **“Data Sending Organization”** means an organization that contracts with DHIN to provide Data to DHIN for use in DHIN’s clinical data repositories for purposes consistent with Applicable Law and this Master Agreement. Data Sending Organizations do not include organizations that solely provide claims data to the Health Care Claims Database pursuant to *1 DE Admin. 104*, or organizations that solely contract with DHIN to receive analytic services or clinical data for approved analytic use cases pursuant to *1 DE Admin. 102*. Each Participant is either a Data Receiving Organization, a Data Sending Organization, or both.
- i. **“DHIN Regulations”** means the Regulations on use of Clinical Data for Approved Analytic Purposes, Database Data Collection, and Database Data Access authorized by the Act and codified at *1 DE Admin. 101-104*.
- j. **“DHIN Utilities”** means the computer system, including all related hardware and software, peripheral equipment, network devices, and network services (including internet access, as applicable), along with such other systems or methods through which DHIN makes Data available to (i) Participants who are Data Receiving Organizations; and (ii) any User. DHIN Utilities include, but are not limited to:
 - i. Community Health Record;
 - ii. Clinical Gateway;

- iii. Clinical Care Summary Exchange;
 - iv. Electronic Notification Services;
 - v. Health Check Connect/Personal Health Record;
 - vi. Public Health Reporting Services;
 - vii. Results Delivery; and
 - viii. Such other and further services as may be identified on DHIN's Website or agreed to by the Parties in an Additional Agreement.
- k. **"DHIN Website"** or DHIN's **"website"** means www.dhin.org.
- l. **"DURSA"** means the Data Use and Reciprocal Support Agreement (current version dated August 13, 2019), as amended and restated, that governs access to the eHealth Exchange.
- m. **"Health Insurer"** means as defined in 16 *Del. C.* § 10312.
- n. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 as amended and associated regulations, including the Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) and Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, and any further amendments, modification, or as renumbered during the Term of this Master Agreement.
- o. **"Permitted Purpose"** means
- i. Treatment, Payment, or Health Care Operations purposes, as those terms are defined in HIPAA;
 - ii. Authorization-based uses or disclosures, provided such authorization complies with the requirements of HIPAA and other Applicable Law;
 - iii. Public health activities and reporting as permitted by HIPAA and other Applicable Law; or
 - iv. Such other and further uses and disclosures that may be permitted or required by Applicable Law.
- p. **"PHI"** or **"Protected Health Information"** means individually identifiable health information, as that term is defined in HIPAA.
- q. **"User"** means health care providers, employees, staff, contracted medical providers, or agents of Participant who have been authorized by Participant to access the DHIN Utilities and use Data contained therein for a Permitted Purpose, whether such access and use is through the DHIN Utilities or otherwise through Participant's systems. Unless DHIN agrees in writing, Users will (i) be natural

persons; and (ii) not be other legal or operating entities or affiliates or subsidiaries of Participant. References to a Participant will be deemed to include a reference to the Participant's Users unless context requires otherwise.

IV. GENERAL TERMS AND CONDITIONS.

- a. **Participant Use of DHIN Utilities.** Participant will use the DHIN Utilities and will require every User to use the DHIN Utilities only for a Permitted Purpose. Participant will ensure that every User is aware of, and abides by, the DHIN End User Data Use Agreement that is attached hereto as Appendix A.
 - i. Participant will have written policies and procedures for Participant and its Users' appropriate access to and use of the DHIN Utilities, as amended from time to time (collectively "**Participant's Data Use Policies**"). Participant's Data Use Policies will comply with Applicable Law and be consistent with this Master Agreement. It will be the sole responsibility of Participant to ensure, through auditing or other legally acceptable methodology, the establishment of and compliance with Participant's Data Use Policies.
 - ii. Participant will keep its User profiles up to date and ensure that its list of Users is accurate. Participant will respond promptly to, and in no event later than five (5) business days after, any DHIN request to confirm the status of any User and the purpose of any particular User's access.
 - iii. Participant will use DHIN as the primary method of Data exchange within the Delaware healthcare community, and work in good faith to address and resolve barriers to such exchange.
 - iv. Data Sending Organizations will retain ownership of the Data that they make available through the DHIN Utilities, subject to the nonexclusive license granted to DHIN and other Participants to retrieve and use that Data in accordance with Applicable Law and this Master Agreement. As Data owners, Data Sending Organizations are responsible for maintaining the accuracy and Data integrity of Data delivered to DHIN for use in the DHIN Utilities.
 - v. Participant recognizes and understands and agrees that DHIN participates in the nationwide exchange of health information for purposes permitted by this Master Agreement.
 1. If Participant uses the DHIN Utilities to access any national network connectivity that DHIN offers to eHealth Exchange, then Participant agrees to the provisions of DURSA applicable to Participant Users of that exchange, which are incorporated herein by reference. Such terms include without limitation the following:

- a. Participant will only use or request data from the eHealth Exchange – and will have in place appropriate controls to ensure that its Users will only use or request data from the eHealth Exchange –for the Permitted Purpose(s) designated in the DURSA, if such purposes are permitted by this Master Agreement. At the time of executing this Master Agreement, such purposes include without limitation:
 - i. Treatment, Payment, Health Care Operations, and Authorization based disclosures as defined by HIPAA;
 - ii. Transaction of Message Content (as that term is defined in DURSA) related to value based payment models, alternative payment arrangements or financial risk sharing models of any nature whether for Medicare, Medicaid, other federal programs, commercial payers or employer self-insured arrangements; and
 - iii. Public health activities and reporting permitted by Applicable Law and HIPAA.
 - b. The Participant further agrees to abide by each of the provisions in DURSA and the eHealth Exchange Operating Policies and Procedures, as they relate to the use, handling, privacy and security of Message Content (as that term is defined in DURSA), and the reporting and handling of DURSA data breaches. This provision is intended to supplement, and not replace, the terms and conditions of the Parties’ BAA, which remains in full force and effect.
2. If Participant uses the DHIN Utilities to access any national network connectivity that DHIN offers to the Trusted Exchange Framework and Common Agreement (TEFCA) National Network, then Participant agrees to the Required Flow-Down(s) (as defined in the Common Agreement) of the Common Agreement. Such Required Flow-Down(s) are incorporated herein by reference.
- b. **Participant Retention and Re-Use of Data.**
- i. Participant will access and use, and ensure that Users access and use, Data obtained through the DHIN Utilities only for a Permitted Purpose.
 - ii. Each Participant represents and warrants, on its own behalf and on behalf of each User, that each accession of Data from DHIN or the DHIN Utilities represents the minimum necessary amount of data required to achieve the Permitted Purpose for which data access is sought.
 - iii. Participant will be solely responsible for all acts and omissions of its Users, and all other individuals who access the DHIN Utilities either

- through Participant or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from Participant or any of its Users, and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions will be deemed to be the acts and omissions of the Participant.
- iv. Participant will maintain administrative, technical and physical safeguards to adequately protect the privacy and security of Data as required under the DHIN privacy policies, as amended from time to time (collectively “**DHIN Privacy Policies**”), and Applicable Law, which Participant will maintain in accordance with Applicable Law and consistent with Participant’s Data retention policies and procedures, as amended from time to time.
 - v. Participant may use, re-disclose, and deidentify such Data and may create derivative Data or incorporate Data into other Data, records, or databases of Participant, subject to Applicable Law and the provisions of this Master Agreement. After Data is initially received through the DHIN Utilities by a Participant for a Permitted Purpose and becomes part of the Participant’s records, other Data or databases, such Data no longer will be subject to the provisions of this Master Agreement and will be considered to be the Participant’s Data for all purposes consistent with Applicable Law.
 - vi. Participant will have no obligation to return or destroy Data received through the DHIN Utilities in the event of termination or expiration of this Master Agreement with Participant or with the Data Sending Organization that is the source of the Data.
- c. **Payment for Access to DHIN Utilities.** Participant will pay the participation fees for services that Participant uses pursuant to this Master Agreement in accordance with the pricing and payment terms set forth in Appendix B attached hereto (collectively the “**Participation Fees**”). Pricing and payment terms of Participation Fees are subject to change from time to time, at the sole discretion of DHIN, upon sixty (60) days’ prior written notice to Participant (a “**Fee Change Notice**”). DHIN reviews its pricing and payment terms annually in connection with its fiscal year.
- d. **Establishing a Connection to the DHIN Utilities.**
- i. After the Effective Date, and if needed for the services to which Participant is subscribing, the Parties will confer and develop a project plan for design and implementation of any technical interfaces that are required between the Parties (collectively the “**Project Plan**”). As part of the Project Plan, each of the Parties agree to the following:
 1. To assign a point of contact who will be responsible for the following (the “**Contact Person**”):

- a. Represent the Party in negotiating a mutually agreeable Project Plan;
 - b. Participate in meetings as necessary to ensure the timely execution of all aspects of the Project Plan;
 - c. Be responsible, on behalf of the Party, for meeting all milestones and deliverables required of the Party in order to execute the Project Plan; and
 - d. Remain effectively engaged in the ongoing maintenance of Data exchange between the Parties, to include future issue resolution.
2. To notify the other Party of the name and contact information of the Contact Person on the Effective Date and thereafter within five (5) business days after any change of the name and/or contact information of the Contact Person.
 3. To identify and supply contact information for appropriate personnel, including executive sponsors, testing personnel and technical personnel, and to provide access to key personnel during normal business hours.
 4. Following go-live, to provide a point of contact for resolution of issues that arise after normal business hours.
 5. To provide timely response as promptly as reasonably possible, but in no event later than five (5) business days after the request, to questions, issues, and concerns raised by DHIN.
 6. To provide all required Data feeds using content and transport standards that will be mutually agreed upon, subject to any minimum data connectivity, completeness, and quality standards required by DHIN pursuant to 1 *DE Admin.* 101.3.1. Any minimum requirements for connectivity or quality required by DHIN will, to the extent feasible, conform to or incorporate national standards generally accepted in the IT industry.
- ii. Participant acknowledges that failure to abide by DHIN's published requirements with respect to Data content, connectivity, completeness, and quality standards (collectively "**DHIN Standards**") may, in DHIN's sole discretion, result in DHIN rejecting the Data in question.
 - iii. Participant further agrees to make commercially reasonable efforts to ensure that all Data feeds contain demographic Data points necessary and sufficient to support the patient matching algorithms used by DHIN.

- iv. Following successful execution of the Project Plan and any required testing, the DHIN Utilities will be available to Participant for uses in accordance with this Master Agreement.
 - v. Participant will provide adequate advance notice of changes (with adequacy being determined in DHIN's discretion but in no event less than thirty (30) days) to Participant systems that will affect DHIN's receipt, ingestion, or transmission of Data to or from Participant. In addition to any other remedies available to DHIN for breach of this provision, DHIN will be entitled to the payment of fees at its then-prevailing rates for work required to correct DHIN Utilities because of a change made in violation of this Section IV.d.v.
- e. **DHIN Use of Data.** To the extent that Participant is also a Data Sending Organization, the following provisions apply:
- i. DHIN and Participant have executed a BAA or BAA/QSOA, which is attached hereto as Appendix C.
 - ii. In addition to the requirements and uses set forth in Appendix C, DHIN will use Data that Participant provides to DHIN for the purposes identified in 1 *DE Admin* 101 and 102, or such successor regulatory provisions as may exist, including, without limitation:
 - 1. A Permitted Purpose;
 - 2. Providing individuals with access to their own information and the ability to direct that their own information be provided to third parties under such terms and conditions as DHIN may establish;
 - 3. Research or analytic purposes, in accordance with 1 *DE Admin*. 102 and the Act;
 - 4. With respect to Data that is not PHI, such uses as may be permitted by Applicable Law and DHIN Privacy Policies; and
 - 5. Such other and further uses as may be agreed to by the Parties in writing, provided that such uses are consistent with Applicable Law and DHIN's agreements with its other Data Sending Organizations.
 - iii. Participant grants to DHIN, other Participants, and Users the nonexclusive license to retrieve and use Data that Participant has contributed in accordance with the Act, the DHIN Regulations, and the provisions of each Participant's respective agreements with DHIN, each of which will include the DHIN End User Data Use Agreement.
- f. **Notice of Privacy Practices.** If Participant is a Data Sending Organization and is required by Applicable Law to inform its patients, members, and/or customers, as

applicable (each a “**Member**” and collectively “**Members**”), through a Notice of Privacy Practices or otherwise (collectively a “**Privacy Notice**”), of the fact that it is sending Data to DHIN hereunder, then Participant will do so and will provide information to Members as to where they can obtain further information regarding their privacy rights and the sharing of their Data through DHIN. Participant will be solely responsible for determining the adequacy of Participant’s Privacy Notice, and DHIN will be in no way responsible or liable for any damages or other harm that may arise due to any failure by Participant to comply with Privacy Notice obligations it may have under Applicable Law.

- g. **Patient Authorization.** If Participant is a Data Sending Organization, the Parties acknowledge that when Data is made available for access through the DHIN Utilities for a Permitted Use, Participant and User accessing Data through the DHIN Utilities solely will be responsible for obtaining any patient authorization or approval if required by Applicable Law or under the DHIN Privacy Policies before accessing such Data from the DHIN Utilities.
- h. **Opt-Out Functionality.**
- i. Pursuant to the Act and the DHIN Regulations, Members who wish to preclude the ability of any User from using search functionality in the DHIN Utilities to access that Member’s Data may do so by following the instructions set forth on the DHIN Website.
 - ii. Opt-outs will be executed in a manner developed and maintained by DHIN. Following an opt-out, information about the opted-out Members will no longer be discoverable through search functionality in the DHIN Utilities. DHIN will continue to hold the Data and other relevant information about an opted-out Member to (A) ensure the adequate performance of DHIN patient matching algorithms, without which an opt-out would not be successful; (B) ensure the continued delivery of results to ordering and consulted providers; (C) permit DHIN to continue to comply with Applicable Law regarding the use and disclosure of health information to public health authorities; and (D) ensure that Members who desire to change their opt-out status are able to do so.
 - iii. DHIN will be solely responsible for administering the opt-out process and maintaining opt-out forms.
 - iv. Participant’s obligations with respect to opt-outs are limited to providing requesting Members with the informational materials and counseling on the efficacies of health information exchange services as are provided to Participant by DHIN and/or are available for Members to access on DHIN’s Website.
 - v. Participant will not (A) provide materials to Members regarding their opt-out rights other than as are provided by or approved in advance by DHIN;

and/or (B) provide any additional or different rights to Members with respect to opt-out than are provided by DHIN and the Act, and/or (C) impose any obligations upon Member that are in addition to or different from those inherent in the opt-out process developed by DHIN.

- i. **Other DHIN Obligations.** DHIN also agrees to:
 - i. Execute a BAA with such of DHIN's vendors, contractors and subcontractors as required by Applicable Law, and make such BAAs available upon request for review by the Data Sending Organization and/or Data Receiving Organization;
 - ii. Require other Participants and Users to execute End User Data Use Agreements before granting access to Data through the DHIN Utilities;
 - iii. Manage relationships with technology vendors, electronic health records vendors, and other third party vendors as necessary to implement the project plan(s) and manage the DHIN Utilities;
 - iv. Provide timely response to questions, issues, and concerns raised by Participant;
 - v. Secure the DHIN Utilities with appropriate physical, administrative, and technical safeguards to protect the confidentiality, integrity and availability of the Data and comply with Applicable Law, and conduct periodic monitoring of the effectiveness of such safeguards and provide proof of such monitoring to Participant following Participant's request;
 - vi. Regularly monitor the use of the DHIN Utilities for compliance with all Data Use Agreements and to investigate and report suspected instances of improper use;
 - vii. Assist Participant in complying with any privacy-related government audits or investigation involving information transmitted through the DHIN Utilities;
 - viii. Provide Service Desk support for all DHIN Participants and Users as described on the DHIN Website; and
 - ix. Provide Participant, if requested and if commercially reasonable (as determined by DHIN), 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 Participant and consistent with the reasonable reporting capabilities of DHIN. Additional reports may be available from DHIN subject to agreement by the Parties on cost and scope.

V. SPECIAL TERMS AND CONDITIONS.

- a. **Participant Obligation to Maintain Accurate Member, Patient, and Physician Panels.** To the extent that the health information exchange services subscribed to by Participant are triggered by a patient, member, or physician panel (each a “**Panel**”) that Participant provides to DHIN by Participant, the following provisions apply: (i) DHIN’s access to and use of the Panel is subject to the provisions of this Master Agreement; (ii) Participant will be solely responsible for ensuring that (A) the Panel is accurate and up-to-date, and (B) Participant has appropriate relationships with all individuals on that Panel (including, if necessary, HIPAA-compliant authorizations) such that it is permitted by Applicable Law and this Master Agreement to access Data sent to Participant pursuant to the Panel; and (iii) Participant agrees to update the Panel as often as necessary to ensure it is compliant with these obligations, and in any event no less often than every 180 days or such shorter period of time as may be required in writing by DHIN.
- b. **Data Subject to Disclosure Restrictions.** To the extent Participant is a Data Sending Organization, Participant agrees to the following:
- i. Notwithstanding anything to the contrary in this Master Agreement, Participant agrees that, to the extent that any Data that Participant is providing or has provided to DHIN is subject to special restrictions on use and/or disclosure under Applicable Law or requires specific consent or authorization from the Member that the Data relates to before being used or disclosed to or through DHIN, including, but not limited to, Data subject to 42 CFR Part 2, Participant will not provide such Data to DHIN unless Participant has obtained any required consent and/or authorization from such Member.
 - ii. To the extent that Participant (i) is a Data Sending Organization subject to 42 CFR Part 2, and (ii) has executed a valid BAA/QSOA with DHIN, Participant will not provide Data subject to the protections of 42 CFR Part 2 to DHIN unless and until Participant has notified DHIN of Participant’s intent to do so and the Parties have developed and implemented a mutually agreeable plan for identifying and, where necessary, restricting access to any Data that is subject to such limitations on disclosure.
 - iii. Participant will ensure that the Data that Participant provides or transmits can be related to and identified with source records that Participant maintains, and Participant will promptly correct any mistakes or errors discovered in Data it may transmit to DHIN (such as Data attributed to an incorrect individual or an error in laboratory value) by promptly transmitting the Data as a corrected report or value and notifying DHIN of any such corrections pursuant to DHIN Standards and Applicable Law.

- c. **Data Receiving Organizations that are Health Insurers.**
- i. If Participant is a Data Receiving Organization and a Health Insurer, then Participant agrees to the following additional restrictions on Participant's access and use of Data:
1. Data accessed through DHIN Utilities will be restricted to Data regarding Members for the period in which those Members are covered and will not be used for any purpose other than disease management, case management, and other activities associated with ensuring the quality of care provided to Members and such other purposes as are permitted by Applicable Law and this Master Agreement;
 2. Participant will ensure that access to Data through the DHIN Utilities is limited to Participant's employees working under the Participant's medical director (or equivalent position) who have a business need to access the data; and
 3. Use of the Data for any other purpose must be approved by DHIN in writing and be consistent with Applicable Law and DHIN's agreements with Data Sending Organizations.

VI. **CONFIDENTIAL INFORMATION.**

- a. Scope of Proprietary & Confidential Information. In the performance of their respective responsibilities, the Parties may come into possession of certain proprietary Confidential Information of the other Party. For the purposes of this Agreement, "**Confidential Information**" means all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, policies, and shareholder or partnership agreements, whether written or verbal, that are confidential in nature; *provided, however, that* Confidential Information will not include any information that: (a) is in the public domain; (b) is already known or obtained by any other Party other than in the course of the other Party's performance pursuant to this Agreement; (c) is independently developed by the other Party; and/or (d) becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this Agreement, or any other confidentiality or nondisclosure covenant furnished by such other Party.
- b. Nondisclosure of Confidential Information. Each Party agrees that it will (i) keep and maintain in strict confidence any and all Confidential Information received from the other, or from any of the other's employees, accountants, attorneys, consultants, or other agents and representatives, in connection with the performance of their respective obligations under this Agreement; (ii) not use, reproduce,

distribute or disclose any such Confidential Information, except as otherwise permitted by this Agreement; and (iii) prevent its employees, accountants, attorneys, consultants, and other agents and representatives from making any such use, reproduction, distribution, or disclosure. Notwithstanding anything to the contrary herein, DHIN acknowledges and agrees that Participant will be permitted to disclose the existence of this Agreement to Participant's Members in order to comply with Participant's obligations of notice and consent to Members, as set forth in this Agreement.

- c. Advertising Exception. The foregoing notwithstanding, DHIN may publicize the fact that DHIN has entered into this Agreement through press releases, press conferences and listings on the DHIN public website.
- d. Equitable Remedies. All Confidential Information represents a unique intellectual product of the Party disclosing such information (the "**Disclosing Party**"). The unauthorized disclosure of Confidential Information would have a detrimental impact on the Disclosing Party. The damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss, and as such, the Disclosing Party will be entitled to equitable relief in preventing a breach of this Section VI, and such equitable relief is in addition to any other rights or remedies available to the Disclosing Party.

VII. MISCELLANEOUS.

a. **Term and Termination.**

- i. This Master Agreement will (A) become effective on the Effective Date; and (B) have an initial term ending on the first June 30 after the Effective Date (the "**Initial Term**"); and (iii) have a renewal effective date of July 1 each year (the "**Renewal Effective Date**"), until the date this Master Agreement is terminated as hereafter provided (the "**Termination Date**").
- ii. This Master Agreement will automatically renew for successive (1) year periods each beginning on the Renewal Effective Date (each a "**Renewal Term**"), unless either Party provides the other Party with notice of its intent not to renew at least ninety (90) days prior to the Renewal Effective Date. The Initial Term and any Renewal Terms, if any, are referred to collectively as the "**Term**."
- iii. Either Party may terminate this Agreement without cause upon one hundred eighty (180) days' advance written notice of termination to the other Party.
- iv. DHIN may elect to terminate this Master Agreement by written notice to Participant if Participant has not paid the Participation Fees as required within sixty (60) days after invoicing, and Participant may elect to terminate this Master Agreement by written notice to DHIN after DHIN sends Participant a Fee Change Notice *so long as* Participant provides

such notice of termination at least thirty (30) days prior to when any Participation Fee or payment terms thereof are scheduled to occur pursuant to a Fee Change Notice.

- v. Either Party may terminate this Master Agreement if the other Party (the “**Breaching Party**”) breaches any of the terms hereof and does not cure such breach to the reasonable satisfaction of the other Party (the “**Non-Breaching Party**”) within thirty (30) days after the other Party provides written notice of the breach to the Breaching Party, specifying in detail the nature of such alleged breach; *provided, however, that* DHIN may terminate this Master Agreement if Participant fails to cure any breach of Section IV.a.iii within five (5) days of the day that DHIN provides written notice of such breach to Participant.
- vi. Either Party may terminate this Master Agreement immediately in the event that: (a) a Party becomes insolvent or makes an assignment for the benefit of its creditors; or (b) a petition under any foreign, state or United States bankruptcy act, receivership statute or similar statute, is filed by a Party, or by any third party and such petition is not resolved in the Participant’s favor within sixty (60) days.
- vii. The termination provisions herein are intended to supplement, and not replace, any termination provisions explicitly provided for in the Parties’ DHIN End User Data Use Agreement or Appendix C.

b. Effect of Termination.

- i. Access Terminated. As of the Termination Date, DHIN will terminate access to the DHIN Utilities for Participant and Users, and Participant and Users will stop all access and use of the DHIN Utilities.
- ii. Rights and Duties. Termination will not affect the rights or duties of the Parties with regard to the Data transmitted before the Termination Date. Upon termination of this Master Agreement, any obligation and provision under the Data Use Agreement or otherwise that by its nature extends beyond termination, cancellation, or expiration of this Master Agreement, will survive such termination, cancellation, or expiration and remain in full force and effect.
- iii. Return of Proprietary Information. Within thirty (30) days after the Termination Date, (A) each Party will return to the other all Confidential Information belonging to the other or certify the destruction of such information if agreed to by the Party who originated the Confidential Information; and (B) Participant will permit DHIN to de-install and return to the DHIN all DHIN Utilities provided by DHIN pursuant to this Master Agreement. No Data will be returned to Participant upon termination of this Master Agreement, except as otherwise may be provided for in the BAA or BAA/QSOA.

- c. **Notice.** Any notice provided for or contemplated under this Master Agreement will be sent by certified mail or commercial courier, postage prepaid, return receipt requested, to the below address with a contemporaneous copy by e-mail. Notice to Participant will constitute notice to all Participant's Users:

- i. Participant's Notice Information:

[Participant Name]
[Participant Address for Mailing]
Attn: INSERT
E-mail for copy: INSERT

- ii. DHIN's Notice Information:

Delaware Health Information Network
107 Wolf Creek Blvd., Suite 2
Dover, DE 19901
Attn: General Counsel
E-mail for copy: scott.perkins@dhin.org; jan.lee@dhin.org

Any written notice will be deemed received on the date indicated on the return receipt or two (2) business days after the date on which the notice was sent, whichever is earlier. Either Party may change its address and/or contact individual set forth above by providing notice to the other Party of such change in accordance with the provisions of this Section.

- d. **Release of Liability; Indemnification.**

- i. Participant will release and hold harmless DHIN, its officers, directors, employees, agents, and affiliates (collectively "**DHIN Indemnitees**") from any and all claims, liabilities, demands, causes of action, costs, expenses, and damages of every kind and nature, in law, equity, or otherwise, arising out of or in any way related to Participant, Participant's Users, or their respective employees or agents use of, failure to use, or inability to use the DHIN Utilities or any Data.
- ii. Participant will indemnify, defend, and hold harmless DHIN Indemnitees, from and against any actual, direct, or indirect losses, liabilities, damages, claims, costs, or expenses (including reasonable attorneys' fees) they may suffer as the result of third party claims, demands, actions, investigations, settlements, or judgments (collectively "**Loss**") against them arising from or in connection with any breach of this Master Agreement by Participant, Participant's Users, or their respective employees or agents.
- iii. Pursuant to Applicable Law, DHIN is unable to indemnify Participant from any Loss arising from or in connection with any breach of this Master Agreement by any DHIN Indemnitees.

- e. **Entire Contract; Modification.** This Master Agreement and the agreed appendices hereto represent the entire agreement between DHIN and Participant with respect to health information exchange and use of the DHIN Utilities. This Master Agreement supersedes all previous oral or written communications, representations or agreements regarding the subjects addressed herein. Unless otherwise provided for herein, the Master Agreement cannot be modified without the express written consent of both Parties.
- f. **Independent Contractors.** The Parties are independent contractors of one another, and nothing herein will be deemed to create any relationship of agency, partnership, or joint venture between the Parties.
- g. **Assignment.** Participant will not assign any of Participant's rights or obligations arising under this Master Agreement without the prior written consent of DHIN. Any attempted assignment not in compliance with this Master Agreement will be void. DHIN is permitted to assign DHIN's rights and/or obligations pursuant to this Master Agreement to a successor entity without Participant's consent.
- h. **Survival.** The provisions of this Master Agreement addressing the use and treatment of Data, as well as any other provision which by its nature survives termination of this Master Agreement, will survive termination of the Master Agreement for any reason.
- i. **No Waiver.** No failure or delay by either Party in exercising any rights under this Master Agreement will operate as a waiver of such rights, and no waiver of any breach will constitute a waiver of any other breach.
- j. **Severability.** The provisions of this Master Agreement will be deemed severable such that the determination by a court of competent jurisdiction that any particular provision is invalid or unenforceable will not cause the remaining provisions to fail.
- k. **Force Majeure.** Neither DHIN nor Participant will be deemed in violation of any provision of the Master Agreement (except for any obligations to make previously owed payments to the other Party pursuant to this Agreement) if it is prevented from performing any of its obligations by reason of (i) severe weather and storms; (ii) earthquakes or other natural occurrences; (iii) pandemics; (iv) strikes or other labor unrest; (v) power failures; (vi) nuclear or other civil or military emergencies; (vii) terrorist attacks; (viii) acts of legislative, judicial, executive, or administrative authorities (other than promulgation of Applicable Laws); or (ix) general failures or interruptions of the internet. Any Party claiming the benefit of a force majeure event will take all commercially reasonable steps to work around or remedy the effect of such event, which will not relieve the Party of any provision of Applicable Law requiring it to maintain safeguards such as a back-up of Data or a Disaster Recovery Plan.

- l. **Governing Law.** This Master Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.
- m. **Legal Representation.** The Parties acknowledge that they had the time, monies, and opportunity to have this Agreement reviewed with independent legal counsel before execution of this Agreement. The fact that a Party's counsel drafted this Agreement will not cause this Agreement to be construed against that Party.
- n. **Binding; No Third-Party Rights.** This Master Agreement will be binding upon and inure to the benefit of the Parties and, subject to Section VII.g, their respective successors and assigns. This Master Agreement is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the Parties.
- o. **Representation; Execution in Counterparts; Electronic Signature.** The signatories to this document each represent that they are authorized to enter into this financial and contractual agreement on behalf of their respective organizations. This Master Agreement may be executed in counterparts. This Master Agreement may be signed and delivered by an emailed portable document format ("PDF") document (or other mutually agreeable document format), and a reproduction of this Master Agreement with a Party's signature made by PDF and sent by email will have the same effect as, and be enforceable as, a signed and delivered original version of this Agreement. Electronically signed copies of this Master Agreement will be legal, valid, and enforceable as originals.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

Delaware Health Information Network

Signature

Printed Name

Title

Date

Participant

Name of Organization

Signature

Printed Name

Title

Date

[Signature Page to Master Agreement for Health Information Exchange]

DHIN END USER DATA USE AGREEMENT

This DHIN End User Data Use Agreement (this “**Agreement**”) is between Delaware Health Information Network, a not-for-profit public instrumentality of the State of Delaware with a principal place of business at 107 Wolf Creek Blvd., Suite 2, Dover, DE 19901 (“**DHIN**”), and the DHIN Participant that executed the Master Agreement for Health Information Exchange (the “**Master Agreement**” as to which this Appendix is a part (the “**Participant**”). DHIN and Participant hereafter may be referred to individually as a “**Party**” and collectively as the “**Parties.**” This Agreement is effective on the date in which the last required signature is affixed to the Master Agreement by the Parties (the “**Effective Date**”).

BACKGROUND:

WHEREAS, the DHIN computer system, including all related hardware and software, peripheral equipment, network devices, and network services (including internet access, as applicable), along with such other systems or methods through which DHIN makes Data available to Participant and its Users (the “**DHIN Utilities**”) is provided only for the use of authorized DHIN Participants, including Users and Data Receiving Organizations, as defined in 16 *Del. C.* Chapter 103 (the “**Act**”) and implementing regulations at 1 *DE Admin.* 101 – 104 (the “**DHIN Regulations**”); and

WHEREAS, activities performed on or with respect to the DHIN Utilities will be monitored to facilitate protection against unauthorized or inappropriate access and to verify security procedures, survivability, and operational security; and

WHEREAS, monitoring includes activities by authorized DHIN employees and contractors under the review and direction of the DHIN Security Officer or Privacy Officer, to test or verify the security of the DHIN Utilities and the appropriateness of access to the DHIN Utilities by Users; and

WHEREAS, individuals using the DHIN Utilities or receiving Data (defined below) from DHIN understand they are subject to their activities on the DHIN Utilities being monitored and recorded, and use of the DHIN Utilities or otherwise accessing DHIN Data constitutes consent to such monitoring and/or recording; and

WHEREAS, (i) if such monitoring reveals possible evidence of criminal activity, DHIN personnel may provide that evidence to law enforcement officials, which may subject the Participant and/or the involved individuals to criminal prosecution; (ii) evidence of unauthorized activities may also be used as needed to support administrative action(s); and (iii) use of the DHIN Utilities or otherwise accessing DHIN Data constitutes consent to any such reporting or use;

WHEREAS, this Agreement sets forth the terms and conditions under which Participant and its Users, together with other Participants who sign an agreement in substantially the same form as this Agreement, may view and use Data (as defined in the DHIN Regulations) received from DHIN (“**DHIN Data**”).

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties, intending to be legally bound, agree as follows:

I. BACKGROUND; AGREEMENT.

(a) The provisions of the Background set forth above are incorporated herein by reference.

(b) During the Term (as hereafter defined) of this Agreement, the provisions of this Agreement will govern Participant's use of the DHIN Utilities (as defined in the Master Agreement) and DHIN Data.

II. HIPAA, HITECH, AND DELAWARE LAW

(a) Participant's access to and use of DHIN Data through the DHIN Utilities or otherwise provided to Participant from DHIN is subject to, among other relevant laws and regulations, as each may be amended from time to time, (i) the Health Insurance Portability and Accountability Act of 1996, (ii) the Health Information Technology for Economic and Clinical Health Act (42 USC §§ 17921, et seq., and associated regulations including the Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) and the Security Rule (45 CFR Part 160 and Subparts A and C of Part 164) (collectively, "**HIPAA**"), and (iii) Delaware specific laws on the use and access to health information generally and DHIN specifically, including the Act and the DHIN Regulations.

(b) Data provided to Participant by DHIN through the DHIN Utilities or otherwise will include personal information and protected health information, and may be used only by authorized persons in the conduct of official business. Any individual or organization responsible for unauthorized disclosure or misuse of Data may be subject to fines, civil penalties and/or criminal prosecution.

III. PART 2 DATA

No Data Sending Organization (as defined in the Master Agreement and the DHIN Regulations) may submit Data subject to 42 CFR Part 2 without first entering into a Business Associate and Qualified Service Organization Agreement (a "**BAA/QSOA**") with DHIN and working with DHIN technology personnel to ensure that any such Data that must be segregated to comply with 42 CFR Part 2 or the BAA/QSOA is flagged in such a way so as to permit the appropriate levels of access control.

IV. PARTICIPANT'S PERMISSION TO USE THE DHIN UTILITIES

(a) DHIN hereby gives Participant permission to use the DHIN Utilities, subject to the conditions and limitations set forth in this Agreement, the Act, and Participant's other agreements with DHIN, including without limitation any Business Associate Agreement ("BAA") or BAA/QSOA and the Master Agreement (the BAA, the BAA/QSOA, and the Master Agreement collectively, the "**DHIN Agreements**").

(b) All patient information viewed through the DHIN Utilities or accessed through DHIN is strictly confidential, and Participant agrees to limit its access to Data to the minimum necessary to accomplish only Permitted Purposes (as defined in the Master Agreement").

(c) Participant may only use or download patient information contained in the DHIN Utilities or otherwise provided to Participant by DHIN for the Permitted Purposes and only to the extent permissible under Applicable Law (as defined in the Master Agreement) and the DHIN Agreements.

(d) In receiving, accessing, or using Data provided to Participant under this Agreement, Participant shall not:

(i) Use, reproduce or copy all or part of the content of the DHIN Utilities except as expressly permitted by this Agreement and Applicable Law;

(ii) Change or delete any proprietary notices from materials downloaded or printed out from the DHIN Utilities;

(iii) Use the content of the DHIN Utilities for the benefit of a third party, other than the subject patient, except as contemplated by this Agreement;

(iv) Transmit or provide any Data or other content from the DHIN Utilities to a third party, except as specifically provided by this Agreement or in compliance with Applicable Law;

(v) Incorporate any Data or other content from the DHIN Utilities in a product designed, developed, marketed, sold and/or licensed by Participant or on Participant's behalf; and/or

(vi) Use the DHIN Utilities in a manner contrary to Applicable Law.

(e) Participant agrees to permanently delete and/or destroy any PHI (as defined in the Master Agreement) that is misdirected to Participant, mistakenly received by Participant, and/or inappropriately disclosed to Participant.

(f) Participant agrees to inform DHIN, as soon as reasonably possible but in no event later than five (5) days after Participant learned (or, exercising reasonable diligence, should have

learned) that such PHI has come into Participant's possession, and Participant will not forward or otherwise further disclose such PHI.

(g) Participant agrees to cooperate in response to any notifications from DHIN that an inadvertent disclosure to Participant has been made, including by responding promptly to all requests from DHIN as to the nature and extent of any such disclosure and any directions from DHIN as to whether such data should be deleted or other reasonable mitigation steps should be taken.

(h) Participant will promptly inform DHIN of any issues relating to the content or timeliness of information provided through DHIN Utilities.

(i) DHIN may terminate Participant's access to the DHIN Utilities or otherwise cease providing Data to Participant at any time, with or without cause, upon ten (10) days' prior notice.

(j) DHIN may immediately, and without prior written notice or ability to cure, terminate Participant's access to the DHIN Utilities or otherwise cease providing Data to Participant if Participant (i) breaches any of the provisions of this Agreement including, without limitation, if Participant uses Data in ways that are not permitted by this Agreement and/or the DHIN Agreements, or fails to respond promptly or take any mitigation steps as may be required by DHIN in response to an inadvertent or inappropriate disclosure of Data to Participant; or (ii) if Participant has not used the DHIN Utilities for more than six (6) months during any twelve (12) month period.

V. **RESPONSIBILITY; RELEASE OF LIABILITY; INDEMNIFICATION**

(a) Participant agrees to be solely responsible for Participant's use of the DHIN Utilities and for maintaining the confidentiality of its Users' unique username(s) and password(s).

(b) Any use of the DHIN Utilities or Data by their employees, contractors, agents, or any vendors (to the extent such use is permitted under the DHIN Agreements, such individuals are referred to as "Users") is subject to this Agreement, and that Participant will (i) inform all such individuals of this Agreement and their obligations to abide by the provisions hereof, and (ii) supervise access by such individuals to ensure compliance hereunder.

(c) Participant agrees to be responsible for the use of the DHIN Utilities and any Data received from DHIN by Participant's employees, contractors, agents, or approved vendors.

(d) Participant agrees that it will as promptly as possible – and in no case more than five (5) days after Participant knows or, exercising reasonable diligence, should have known – inform DHIN of any violation of this Agreement and cooperate fully in any investigation that arises from DHIN's monitoring of the DHIN Utilities.

(e) Participant understands, acknowledges and agrees that:

(i) the DHIN Utilities provide access to general educational information and such information is not to be used as a substitute for the medical judgement of a qualified health care professional;

(ii) The DHIN Utilities may contain links to other web sites, and these other web sites may provide links to the DHIN Utilities and DHIN is not responsible for such links, which are provided for Participant's convenience only; and

(iii) DHIN does not control any other sites and assumes no liability or responsibility for them, including any content or services provided to Participant by such sites, and Participant should not consider any link to or from another site as an endorsement of that site by DHIN.

(f) In consideration for DHIN permitting Participant to use the DHIN Utilities and access Data, Participant expressly releases and holds harmless DHIN, its officers, directors, employees, agents, and affiliates from any and all claims, liabilities, demands, causes of action, costs, expenses, and damages of every kind and nature, in law, equity, or otherwise, arising out of or in any way related to Participant's use or the use of Participant's employees, agents, or approved vendors of the Utility or any Data.

(g) In addition, Participant will indemnify and hold harmless DHIN, its officers, directors, employees, agents, and affiliates, from and against any actual, direct, or indirect losses, liabilities, damages, claims, costs, or expenses (including reasonable attorneys' fees) they may suffer as the result of third party claims, demands, actions, investigations, settlements, or judgments against them arising from or in connection with Participant's breach of this Agreement, or from any claim of any nature or any wrongful acts or omissions, by Participant or Participant's employees, officers, agents, or vendors.

VI. **DHIN'S USE AND DISCLOSURE OF PARTICIPANT INFORMATION**

(a) Participant agrees that DHIN may use Participant and its Users' name, e-mail address, physical address, or other data provided to DHIN by Participant to communicate with Participant and its Users (collectively "**Participant Information**"). Participant may request modification of Participant Information and DHIN may use Participant Information as necessary to enforce this Agreement or the DHIN Agreements.

(b) Participant further agrees that DHIN may use Participant Information for DHIN's internal business purposes and disclose Participant Information to third parties who are performing services on DHIN's behalf. DHIN will not otherwise share Participant Information with any other party.

VII. GENERAL PROVISIONS

(a) This Agreement and the DHIN Agreements constitute the entire and only understanding between the Parties regarding Participant's use of the DHIN Utilities and/or any Data.

(b) No modification or attempted modification of this Agreement by Participant will be binding on DHIN unless made in writing and signed by an authorized officer of DHIN.

(c) DHIN may modify this Agreement at any time, and will notify Participant of any such modification through the appropriate "click throughs" on the DHIN Utilities or by posting publicly on the DHIN website and providing notice to Participant through the notice provision set forth in the Master Agreement.

(d) Notices sent to Participant by DHIN in connection with this Agreement or Participant's use of the DHIN Utilities may be delivered to Participant by electronic mail, a general notice on the DHIN Utilities, or by written communication delivered by first class U.S. mail to the address set forth in the notice provision on the Master Agreement. Participant may give notice to DHIN at any time as set forth in the notice provision on the Master Agreement, or by sending a letter delivered by first class postage prepaid U.S. mail or reputable overnight carrier to the following address:

Delaware Health Information Network
107 Wolf Creek Blvd., Suite 2
Dover, DE 19901
Attn: General Counsel

(e) This Agreement is governed by and in accordance with Delaware law, without regards to any conflict of law principles. Any action commenced against DHIN, if permitted by law, must be commenced in Delaware state courts. Participant agrees that such courts shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement or Participant's use of the DHIN Utilities or any Data. Participant waives any defense that a court located in or sitting in the State of Delaware lacks personal jurisdiction over Participant, is an improper venue, or is an inconvenient forum. **THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.**

(f) The provisions of this Agreement related to access and use of Data and use of data provided to DHIN by Participant, as well as the provisions of Section 5, shall survive termination of this Agreement and/or the DHIN Agreements.

(g) DHIN is the owner or licensee of all rights in the DHIN Utilities, its content, software, and services. Participant has no rights to such content, software or services except as expressly granted in this Agreement. "DHIN" and the logos or other proprietary marks of DHIN's licensors and partners are trademarks of DHIN or its licensors and partners. No right, title or interest in those trademarks is granted to Participant in this Agreement.

(h) The provisions of this Agreement shall be deemed severable such that the determination by a court of competent jurisdiction that any particular provision is invalid or unenforceable shall not cause the remaining provisions to fail.

(i) DHIN's failure to enforce any provision of this Agreement shall not be deemed a waiver of that term or any other provision of this Agreement.

(j) The Parties are independent contractors of one another, and nothing herein shall be deemed to create any relationship of agency, partnership, or joint venture between the Parties.

VIII. LEGAL DISCLAIMER

SERVICES PROVIDED THROUGH AND INFORMATION CONTAINED ON THE DHIN UTILITIES ARE PROVIDED "AS IS." DHIN MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR USE OR PURPOSE. FURTHER, DHIN DISCLAIMS ANY WARRANTY THAT THE DHIN UTILITIES WILL BE AVAILABLE AT ALL TIMES OR WILL OPERATE WITHOUT INTERRUPTION OR ERROR. DHIN MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS, OR SUITABILITY OF THE SERVICES OR DATA PROVIDED THROUGH THE DHIN UTILITIES. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND/OR THE DHIN AGREEMENTS.

DHIN - Practice Subscription Service

PAYMENT TERMS AND ADDITIONAL CONDITIONS

DHIN offers several services to ambulatory practices which are available in our membership subscription package. Practices are financially encouraged to send CCD information into the DHIN to make more patient information available in the Community Health Record, facilitating better transitions of care. Practices receive a discount of \$200 annually by sending in their patient CCD records to the DHIN.

Data Services Bundle for DHIN Enrolled Practices

Your practice receives access to all of the below suite of services for a flat annual fee of \$500. Whether you subscribe to all these services or just one, your fee stays the same. Included in the package:

Community Health Record: On-demand access to 150M+ clinical results, patient demographics and insurance information for three million unique patients

Event Notification Service: Real-time ER and inpatient encounter alert system covering 100+ hospitals across the Mid-Atlantic

Clinical Results Delivery: Receive orders from 30+ participating hospitals, labs and radiology firms via secure clinical inbox, auto-fax, and 30+ integrated EMRs*

Patient Portal or Direct Feed to Your Portal: Choose a one-stop-shop portal with results and care summaries for patient access or make DHIN's personal health record your portal

Care Summaries: Seamlessly make your care summaries available to other clinicians and patients through an automated send of care summaries to DHIN**

Additional Service:

Medication History is invoiced annually. The price is \$330 times the number of providers with access in the Community Health Record (CHR). Your invoice will indicate the number of providers for which you are being billed. Check the box below if your organization wishes to subscribe to Medication History.

*Pricing is for organizations that have signed off with DHIN. Practices that receive results from DHIN and have not signed off with DHIN as the preferred method for results delivery pay a \$400 annual surcharge fee in addition to the \$500 annual subscription fee.

**Accounts will be credited \$200 once the care summary feed is certified by DHIN. Unless otherwise specified, all other costs associated with establishing and certifying the feed of care summaries to DHIN (e.g. EMR vendor fees) are the responsibility of the practice. Some services may require coordination and support with other suppliers (e.g. your EMR vendor) which may require additional time and resources to enable. The practice or health system activating the requested service is responsible for all additional costs applied by other suppliers. DHIN certification process is not guaranteed available and will be subject to staff availability and other organizational constraints.

*** Prices quoted above are good for the fiscal year (July 1 – June 30) in which this agreement is executed. Pricing terms will be updated (and are subject to change) in May of each year for the coming fiscal year. Your organization will be notified of any changes in pricing prior to May 31st. Continuation of services past July 1 constitutes acceptance of the pricing terms. The pricing above is based off a standard HL7 integration and implementation. Pricing may increase if it is discovered through the technical process that implementation will require customization. Your organization will be informed of any pricing changes prior to the initiation of services, and the parties will execute a new agreement to reflect any agreed-upon changes to pricing terms deemed necessary during the technical process. ***