

### MODEL HEALTH INFORMATION EXCHANGE PARTICIPATION AGREEMENT

Arizona Health-e Connection (AzHEC), in conjunction with Coppersmith Schermer & Brockelman PLC, prepared this Model Health Information Organization (HIO) Participation Agreement (Model Agreement) as a guide to organizations developing health information exchange arrangements. This document is intended for information only and does not constitute legal advice. Organizations should consult their own counsel for advice on health information organization (HIO) matters and agreements. This Model HIO Participation Agreement may be reproduced, in whole or in part, with attribution to Arizona Health-e Connection.

This Model Agreement addresses key issues for HIO participation, with the expectation that the document would be adapted to reflect the specific structure, business model, policies and requirements of any given HIO. The Model Agreement reflects the following assumptions:

1. Federated HIO. The Model Agreement is based on a federated HIO, with the HIO facilitating transfer of protected health information (PHI). The Model Agreement does not contemplate the HIO storing PHI on behalf of participants or creating and storing a clinical care summary as an initial activity.

2. Permitted Use. The Model Agreement provides for Addenda that can be used to outline specific HIO Permitted Uses. The initial Permitted Use described in the Model Agreement is to allow health care providers and authorized users access to PHI to provide patient treatment. It is anticipated that additional Addenda would be developed to reflect additional Permitted Uses (such as HIO use for research or public health purposes) and related terms and conditions if such uses are approved by the HIO's governance structure.

3. Single Model Agreement. The Model Agreement is a single document that covers both data providers (such as hospitals, clinical laboratories or physicians) and data recipients (under the initial Permitted Use, health care providers). The Model Agreement reflects the fact that data providers and data recipients may be the same individual or entity, such as a hospital or physician, when the initial Permitted Use is patient treatment. However, the Model Agreement can be split into separate agreements for data providers and data recipients if an HIO finds the separate documents more expedient.

4. Evolving Requirements; Attachments and Policies. The Model Agreement reflects the ongoing evolution of technical, legal and practical HIO requirements. As a result, the Model Agreement includes attachments for key obligations, such as system requirements and security requirements. These attachments could be expanded to include requirements in other areas, such as technical support, patient consent and privacy practices, depending upon the HIO's specific needs. However, in order to maintain flexibility to adapt to changing standards and circumstances, the Model Agreement also contemplates that the HIO will establish and post policies and procedures that will be incorporated by reference and updated over time. We note, however, that data providers and data recipients are far more willing to enter into an HIO Participation Agreement when key policies are known and confirmed in advance.

5. The HITECH Act Requirements. On February 17th, President Obama signed the American Recovery and Reinvestment Act of 2009 (the stimulus bill). A portion of the bill called the Health Information Technology for Economic and Clinical Health Act (the HITECH Act) made substantial changes



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to the HIPAA Privacy and Security Rules, including applying most of those rules directly to HIPAA business and specifying that HIOs are business associates. The HITECH Act also establishes mandatory federal breach reporting requirements for HIPAA covered entities and their business associates. This new version of the Model HIO Participation Agreement integrates these requirements.

We hope this is useful guidance.

Beth Schermer and Kristen Rosati,  
Coppersmith Schermer & Brockelman PLC



MODEL HEALTH INFORMATION ORGANIZATION PARTICIPATION AGREEMENT

PARTICIPANT

HEALTH INFORMATION ORGANIZATION

\_\_\_\_\_

\_\_\_\_\_

[Address] \_\_\_\_\_

[Address] \_\_\_\_\_

[City/State/Zip] \_\_\_\_\_

[City/State/Zip] \_\_\_\_\_

[Email] \_\_\_\_\_

[Email] \_\_\_\_\_

[Phone] \_\_\_\_\_

[Phone] \_\_\_\_\_

[Fax] \_\_\_\_\_

[Fax] \_\_\_\_\_

**Background:**

1. \_\_\_\_\_ (“HIO”) is a [non-profit organization/governmental organization] that owns and operates an Internet-based system that provides for secure electronic health information exchange (the “Exchange”).

2. Participants in the Exchange include Data Recipients (who may be Health Care Providers) that will access Data through the Exchange and Data Suppliers that will provide Data through the Exchange. A Participant may be both a Data Recipient and a Data Supplier. Participant is [check the applicable type]:

**BOTH.** Participant is both a Data Recipient and a Data Supplier.

**DATA RECIPIENT.** Participant is a Data Recipient that will participate in the Exchange to obtain health care information for a Permitted Use.

**DATA SUPPLIER.** Participant is a Data Supplier that makes or will make clinical Data available for access by Data Recipients (such as Health Care Providers and Authorized Users) for a Permitted Use.

**Agreement:**

1. HIO Activity. HIO will manage and administer the Exchange subject to the Terms and Conditions of this Agreement and applicable laws and regulations. HIO agrees to fulfill the obligations of Exchange as set forth in this Agreement, its Exhibits and Addenda.



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2. Participant Activity. Participant, in its capacity as a Data Recipient and/or its capacity as a Data Supplier, as applicable, will participate in the transmission of Data through the Exchange (“Data Exchange”) and the submission or use of such Data, as applicable, subject to this Agreement, its Exhibits and Addenda.

3. Complete Agreement. This Agreement includes, and incorporates by reference:

- 3.1 Exhibit A (Terms and Conditions);
- 3.2 Exhibit B (Authorized User Consent to Terms);
- 3.3 Exhibit C (Security Requirements);
- 3.4 Exhibit D (Data Recipient System Requirements);
- 3.5 Exhibit E (Data Supplier—Data Submission and System Requirements);
- 3.6 Exhibit F (HIPAA Business Associate Agreement);
- 3.7 Exhibit G (HIO Fees)
- 3.8 Any Project Addenda attached to this Agreement and signed by the HIO and Participant; and
- 3.9 The HIO Policies and Standards found at [www.xxxx.xxxx](http://www.xxxx.xxxx).

4. Effective Date. The Effective Date for this Agreement is \_\_\_\_\_. The Agreement will continue until terminated as set forth in Exhibit A, Section 10.

**PARTICIPANT**

**HEALTH INFORMATION EXCHANGE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

National Provider Identifier (if Participant is a Health Care Provider): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A  
TERMS AND CONDITIONS OF PARTICIPATION**

**1.0 DEFINITIONS**

Authorized User means an individual authorized by HIO or by a Data Recipient under this Agreement to use the Exchange to access Data for a Permitted Use and who has signed an Authorized User Consent to Terms in the form set forth in Exhibit B.

Data means protected health information, or information that identifies a patient, provided to HIO by Data Suppliers. For the purposes of this Agreement, protected health information is defined by the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E, and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C, both as amended from time to time.

Data Exchange means electronically providing or accessing Data through the Exchange.

Data Recipient means an individual or entity that has entered into an HIO Participation Agreement and whose Authorized Users will receive Data using the HIO.

Data Supplier means an organization, such as a hospital, physician, clinical laboratory, pharmacy claims aggregation company, governmental agency or other entity that makes Data available for access through the Exchange and has entered into an HIO Participation Agreement. A Data Supplier also may be a Data Recipient.

Health Care Provider means a physician, group practice, hospital or health system, or other health care organization or professional that provides treatment to Patients and has entered into an HIO Participation Agreement. A Health Care Provider also may be a Data Supplier, a Data Recipient and an Authorized User.

Patient means an individual who has received or will receive treatment or health care services from a Health Care Provider.

Participant means a Data Recipient and/or Data Supplier that has entered into a HIO Participation Agreement, including the Participant named as a party to this Agreement.

Permitted Use is the reason or reasons for which Participants and Authorized Users may access Data in the Exchange. For the purpose of this Agreement, Permitted Use is defined in the Project Addenda.

Project Addendum means an exhibit to this Agreement, signed by the HIO and Participant, that describes a specific project for use of the Exchange, the Permitted Use, applicable standards and



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safeguards, and related terms. Future projects, phases or expanded use of the Exchange also will be set forth in Project Addenda signed by HIO and Participant.

**2.0 HIO OBLIGATIONS**

2.1 Services Provided by HIO.

(a) Exchange Operation. HIO will maintain and operate the Exchange. HIO may contract with subcontractors to maintain and operate the Exchange or to provide support services. HIO will require that its subcontractors comply with the applicable terms and conditions of this Agreement, applicable laws and regulations.

(b) Access to Exchange for Permitted Use. HIO will make the Exchange available to Participants, including: (i) Data Recipients and their Authorized Users, who may access Data through the Exchange only for a Permitted Use; and (ii) Data Suppliers that provide Data for access by Data Recipients through the Exchange. HIO may establish arrangements with other health information exchanges to allow Data Recipients access to additional Data for a Permitted Use. Any change to a Permitted Use must be documented in an Addendum and signed by the HIO and Participant.

(c) Exchange Availability. HIO will make all reasonable efforts to make the Exchange available to Participants 24 hours a day, 7 days a week; however, the Exchange availability may be temporarily suspended for maintenance or unscheduled interruptions. HIO will use its best efforts to provide reasonable advance notice of any such suspension or interruptions of Exchange availability and to restore Exchange availability. Data Recipients who are Health Care Providers are responsible for securing patient health information through other means during any periods when the Exchange is not available.

(d) Support Services. During the term of this Agreement, HIO will provide support services to assist Participant in the installation, implementation, and maintenance of the software and use of the Exchange and may establish a fee schedule for these services which will be posted at [www.xxx.xxx](http://www.xxx.xxx). The Exchange help desk will be available at the number and for the hours set forth at [www.xxx.xxx](http://www.xxx.xxx). All support services will be subject to the HIO fees set forth on **in Section 6 or posted at xxx.xxx.xxx.**

2.2 HIO Records; Use of Data.

(a) HIO Records. HIO will maintain records relating to the operation of the HIO, including records of the date, time and records accessed by a Data Recipient in each Data Exchange as set forth in its Policies and Standards described in Section 2.3. Unless otherwise required by an Addendum, HIO will not maintain, and will not be responsible for maintaining, records of the content of any Data Exchange or inspecting the content of Data.

(b) HIO Use and Disclosure of Information. HIO will not disclose Data or information relating to Data Exchanges to third parties except: (i) as provided by this Agreement; (ii) as required by law or subpoena; or (iii) as directed in writing by the originating party or intended recipient. HIO may access Data and information relating to Data Exchanges only for the operation of the Exchange, testing, performance verification, and investigations and actions relating to compliance with this Agreement, HIO Policies and Standards and applicable laws and regulations.

2.3 Policies and Standards. HIO will establish policies and standards (respectively, “Policies and Standards”) that will govern HIO’s and Participant’s activity on the Exchange, and these Policies and Standards will be available at [www.xxx.xxx](http://www.xxx.xxx). HIO encourages Participant to provide input in the development of Policies and Standards through HIO working groups and committees. These Policies and Standards govern HIO and Participant use of the Exchange and the use, submission, transfer, access, privacy and security of Data.

(a) Changes to Policies and Standards. HIO may change or amend the Policies and Standards from time to time at its discretion and will post notice of proposed and final changes at [www.xxx.xxx](http://www.xxx.xxx). HIO will provide Participants notice of such changes to Policies and Standards by electronic mail. Any changes will be effective 60 days following adoption by HIO, unless HIO determines that an earlier effective date is required to address a legal requirement, a concern relating to the privacy or security of Data or an emergency situation. HIO also may postpone the effective date of a change if the HIO determines, in its sole discretion, that additional implementation time is required. Participant will have no ownership or other property rights in the Policies and Standards or other materials or services provided by HIO.

(b) Security. HIO will implement Policies and Standards that are reasonable and appropriate to provide that all Data Exchanges are authorized, to protect Data from improper access, tampering or unauthorized disclosure and to secure compliance with applicable laws and regulations. Such Policies and Standards will include administrative procedures, physical security measures, and technical security services that are reasonably necessary to secure the Data. HIO and Participant will comply with the security Policies and Standards established by HIO, including the requirements set forth on Exhibit C.

(c) Investigations, Corrections, Reports. HIO will adopt Policies and Standards for the investigation, resolution and reporting of Patient complaints, security breaches or other concerns relating to compliance with this Agreement, HIO Policies and Standards and applicable laws and regulations (“Compliance Concerns”). HIO will provide notice to Participants, pursuant to HIO policy and as required by law or regulation, of any Compliance Concern related to Participant’s Authorized Users’ use of the Exchange, and Participant will cooperate with HIO in its investigation of any Compliance Concern and corrective action.

2.4 Obligations to Comply with Law. HIO will comply with all federal, state and local laws applicable to HIO. This includes Title XII, Subtitle D of the Health Information Technology for Economic



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and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, and regulations issued by HHS to implement the HITECH Act, which are applicable to business associates, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

**3.0 DATA RECIPIENT OBLIGATIONS.** The obligations of this Section 3.0 apply to Participant if either the “Both” or the “Data Recipient” line is checked on summary page of the Agreement. These obligations do not apply to Participants who have only checked the “Data Supplier” line on the summary page of the Agreement, as those Participants will not have access to the Data in the Exchange.

3.1 Data Exchange. By engaging in Data Exchange, Data Recipient agrees that its participation in any Data Exchange, and use of the Exchange by Data Recipient and its Authorized Users, will comply with the terms of this Agreement and applicable laws and regulations. Data Recipient also agrees that Data Recipient has secured any required Patient permission to access the Data Exchange as set forth in Section 3.4.

3.2 Permitted Use. Data Recipient and its Authorized Users will use the Exchange only for a Permitted Use. Data Recipient and its Authorized Users will comply with this Agreement and all applicable laws and regulations governing the use, privacy and security of Data received through the Exchange. Data Recipient will decide in its discretion whether to use the Exchange, and to what extent.

3.3 Authorized Users. Data Recipient will identify and authenticate its Authorized Users, in accord with HIO’s Policies and Standards, who may use the Exchange for the Permitted Use on behalf of Data Recipient and will require each Authorized User to execute an Authorized User Consent to Terms set forth in Exhibit B. Authorized Users will include only those individuals who require access to the Exchange to facilitate Data Recipient’s use of the Data for a Permitted Use. Participant is responsible for Authorized Users complying with the terms and conditions of this Agreement and applicable laws and regulations.

3.4 Patient Permission for Data Exchange and Treatment; Notice. The parties acknowledge that certain uses of Data, including without limitation Treatment, Payment and certain Health Care Operations (as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart E) do not require specific consent by a Patient under HIPAA or Arizona Law. However, Data Recipient is responsible for securing any Patient consent or authorization to access to Patient’s Data through the Exchange as required by HIO Policies and Standards, as identified in a Project Addendum, or as otherwise required by law.

3.5 System Operations. Data Recipient, at its own expense, will provide and maintain the equipment, software, services and testing necessary to effectively and reliably participate in the Exchange as set forth in Exhibit D, except for such software expressly provided by HIO pursuant to Section 8.

3.6 Documentation of Information for Patient Treatment; Record Retention, Storage and Backup. If Data Recipient, is a Health Care Provider, it will maintain at its own expense records of Data accessed through the Exchange and used by Health Care Provider for Patient Treatment. Health Care Provider will maintain these records for all periods required by law. Health Care Provider will determine the form for such records, which may include incorporation of Data into Health Care Provider's medical record electronically, by hard copy or by other form of summary, notation or documentation.

3.7 Privacy, Security and Accuracy. Data Recipient will maintain sufficient safeguards and procedures, in compliance with Exhibit C, HIO Policies and Standards, and applicable laws and regulations, to maintain the security and privacy of Data received through the Exchange.

**4.0 DATA PROVIDER OBLIGATIONS.** The obligations of this Section 4.0 apply to Participant if either the "Both" or the "Data Supplier" line is checked on the summary page of the Agreement. These obligations do not apply to Participants who have only checked the "Data Recipient" line on the summary page of the Agreement.

4.1 Data Exchange and Data Submission. By engaging in Data Exchange, Data Supplier agrees that: (a) its participation in any Data Exchange will comply with the terms of this Agreement and applicable laws and regulations; (b) the Data provided or transferred by Data Supplier can be related to and identified with source records maintained by Data Supplier; and (c) Data Supplier has secured all authorizations for the submission of Data as set forth in Section 4.3. Data Supplier will make Data available for the Exchange in accordance with the scope, format and specifications set forth in Exhibit E.

4.2 Permitted Use. Data Supplier and its employees and agents will use the Exchange only to provide Data for a Permitted Use. Data Supplier, its employees and agents will comply with this Agreement and all applicable laws and regulations governing the use, privacy and security of Data made available to the Exchange.

4.3 Patient Permission for Data Submission and Data Exchange. Data Supplier and HIO acknowledge that Data Supplier will make Data available for access through the Exchange only for a Permitted Use. The parties acknowledge that certain uses of Data, including without limitation Treatment, Payment and certain Health Care Operations (as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart E) do not require specific consent by a Patient under HIPAA or Arizona Law for these purposes. However, Data Supplier is responsible for securing any consent to supply Patient's Data to the Exchange as required by HIO Policies and Standards, as identified in a Project Addendum, or as otherwise required by law.

4.4 Data Return. HIO does not store or maintain Data and therefore has no obligation to return to Data Supplier any Data transferred or accessed pursuant to the terms of this Agreement.

4.5 Data Provided; System Operations.



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(a) Systems Necessary to Participate in Exchange. Data Supplier will provide and maintain the equipment, software, services and testing necessary to effectively and reliably submit Data for access through the Exchange as set forth in Exhibit E, except for such software expressly provided by HIO pursuant to Section 8. The financial responsibility of Data Supplier and HIO in making such Data available and for providing and maintaining the equipment, software, services and testing are set forth in Exhibit E.

(b) Record Retention, Storage and Backup. Data Supplier, at its own expense, will maintain Data backup and retention to maintain adequate records of Data submitted to the Exchange for access by Data Recipients.

(c) Privacy, Security and Accuracy. Data Supplier will maintain sufficient safeguards and procedures, in compliance with the terms of this Agreement, HIO Policies and Standards, and applicable laws, to maintain the security, privacy and accuracy of Data. Data Supplier will promptly correct any errors discovered in Data it transmits to the Exchange and notify HIO of any such corrections pursuant to HIO Policies and Standards.

**5.0 COMPLIANCE WITH LAWS; CONFIDENTIALITY**

Both HIO and Participant, and their agents and employees, will comply with the federal and state laws and regulations applicable to this Agreement, including without limitation, laws on the use, security and privacy of Data, Patient consent for the use and transfer of Data and requirements for Data Exchanges. HIO and Participant, and their agents and employees, will maintain the confidentiality of Data as required by state and federal law. HIO's use of Data will be subject to this Agreement and the Business Associate Agreement set forth in Exhibit F.

**6.0 FEES AND PAYMENT**

Participant will pay HIO fees as set forth on Exhibit G.

**7.0 PROPRIETARY INFORMATION**

During the term of this Agreement, each party may have access to information about the other party that: (a) relates to past, present or future business activities, practices, protocols, products, services, information, content, and technical knowledge; and (b) has been identified as confidential (collectively, "Proprietary Information") by such party. For the purposes of this provision, Proprietary Information will not include Data.

7.1 Non-disclosure. The parties will: (a) hold Proprietary Information in strict confidence; (b) not make the Proprietary Information available for any purpose other than as specified in the Agreement or as required by law or subpoena; and (c) take reasonable steps to ensure that the Proprietary Information is not disclosed or distributed by employees, agents or consultants (who will

have access to the same only on a “need-to-know basis) to third parties in violation of this Agreement. If HIO or Participant receives a request for Proprietary Information, the party receiving the request will provide the other party notice of the request and an opportunity to seek a protective order limiting the nature and scope of the information to be disclosed, and the disclosing party is only permitted to disclose Proprietary Information to the extent required by law.

7.2 Exclusions. Proprietary Information will not include information that: (a) at the time of disclosure, is known or becomes known or available to general public through no act or omission of the receiving party; (b) was in the receiving party’s lawful possession before it was provided to the receiving party by the disclosing party; (c) is disclosed to the receiving party by a third party having the right to make such disclosure; or (d) is independently developed by the receiving party without reference to the disclosing party’s Proprietary Information.

7.3 Equitable Remedies. The parties agree that a breach of this Section will cause the disclosing party substantial and continuing damage, the value of which will be difficult or impossible to ascertain, and other irreparable harm for which the payment of damages alone will be inadequate. Therefore, in addition to any other remedy that the disclosing party may have under this Agreement, at law or in equity, in the event of such a breach or threatened breach by the receiving part of the terms of this Section, the disclosing party will be entitled, after notifying the receiving party in writing of the breach or threatened breach, to seek both temporary and permanent injunctive relief without the need to prove damage or post bond.

## **8.0 SOFTWARE LICENSE**

8.1 Right to Use. HIO grants to Participant for the term of this Agreement a royalty-free, non-exclusive, nontransferable, non-assignable, non-sub-licensable, and limited right to use the software identified by HIO in its technical operation Standards for the sole purpose of participating in the Exchange under the terms and conditions of this Agreement (“**Software**”). THE SOFTWARE SHALL NOT BE USED FOR ANY OTHER PURPOSE WHATSOEVER, AND SHALL NOT OTHERWISE BE COPIED OR INCORPORATED INTO ANY OTHER COMPUTER PROGRAM, HARDWARE, FIRMWARE OR PRODUCT. THE SOFTWARE IS LICENSED “AS IS” AND HIO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE. Participant acknowledges that the Software may have been licensed to HIO by third parties, and that the license granted under this Agreement is subject in every respect to HIO’s grant of license from such third parties. As additional software is developed by or for HIO for the Exchange, it shall become subject to this Agreement upon written notice to Participant, and such notice shall constitute an amendment to this Agreement and any the applicable Project Addendum and shall be binding upon the parties and subject to all terms and conditions of this Agreement. This Section 8.0 applies only to Software that is provided by HIO to Participant and not to any other software that Participant may use in providing treatment to Patients or for Participant’s business operations.

8.2 No Transfer or Modification. Participant will not sell, rent, sublicense or otherwise share its right to use Software. Participant will not modify, reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or ideas upon which Software is based.

## **9.0 ELECTRONIC SIGNATURES**

9.1 Signatures and Signed Documents. Participant, at HIO's request, will implement for its Authorized Users an electronic identification consisting of symbols or codes that are to be affixed to or contained in a Data Exchange made by the Participant ("Signatures"). Participant agrees that any Signature of such party affixed to or contained in any Data Exchange will be sufficient to verify that the party originated such Data Exchange. Any properly transmitted Data Exchange made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such Data Exchange when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes: (a) to have been "signed;" and (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

9.2 Validity of Signed Documents. Participant will not contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings will be admissible as between the parties to the same extent and under the same condition as other business records originated and maintained in paper form.

## **10.0 TERM AND TERMINATION**

10.1 Term and Termination. The term of this Agreement will begin on the Effective Date and will continue until terminated as set forth in this Section 10. This Agreement will terminate under any of the following circumstances:

(a) Violation of Law or Regulation. If either HIO or Participant determines that its continued participation in this Agreement would cause it to violate any law or regulation applicable to it, or would place it at material risk of suffering any sanction, penalty, or liability, then that party may terminate its participation in this Agreement immediately upon written notice to the other party.

(b) For Cause. If HIO or Participant determines that the other party or any of its employees, agents or contractors have breached this Agreement, then that party may terminate its participation in this Agreement on 30 days' advance written notice to the other party, provided that such notice identifies such area of non-compliance, and such non-compliance is not cured within 15 days of receipt of the notice of non-compliance. HIO may immediately terminate this Agreement upon written notice to Participant if HIO determines that Participant or its Authorized Users, employees or agents have used Data or the Exchange for any purpose other than the Permitted Use or in violation of security or privacy provisions under this Agreement or applicable laws and regulations.

(c) Without Cause. HIO or Participant may terminate this Agreement without cause upon 30 days' advance written notice of termination to the other party.

10.2 Termination Process and Access to Exchange and Data. Upon the effective date of termination of this Agreement, HIO will cease providing access to the Exchange for the Participant and its Authorized Users, and Participant and its Authorized Users will stop using the Exchange.

10.3 Effect of Termination.

(a) Rights and Duties. Any termination will not alter the rights or duties of the parties with respect to Signed Documents transmitted before the effective date of the termination or with respect to fees outstanding and payable under this Agreement. Upon termination of this Agreement, Exhibit A, Sections 7.0, 8.0, 10.2, 10.3(b), 11, 12, Exhibit E and any other obligations that by their nature extend beyond termination, cancellation or expiration of this Agreement, will survive such termination, cancellation or expiration and remain in effect.

(b) Return of Proprietary Information; Software; Fees. Within 30 days of the effective date of termination, each party will return to the other all Proprietary Information belonging to the other or certify the destruction of such Proprietary Information if agreed to by the party who originated the Proprietary Information. Within 30 days of the effective date of termination, Participant will de-install and return to HIO all software provided by HIO to Participant under this Agreement. If Participant has prepaid any Fees or Expenses as of the effective date of termination, Participant will be entitled to a pro rata refund of such advance payment. No Data will be returned to a Data Supplier upon termination of this Agreement.

**11.0 LIMITED WARRANTIES AND DISCLAIMERS**

11.1 Limited Warranty and Disclaimer of Other Warranties. HIO will use its best efforts to correctly transmit Data Exchanges between Participants on a timely basis. HIO MAKES NO REPRESENTATION OR WARRANTY THAT THE DATA DELIVERED TO THE PARTICIPANT WILL BE TIMELY, CORRECT OR COMPLETE. HIO MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION TECHNOLOGY SYSTEM USED FOR THE EXCHANGE. **HIO DISCLAIMS ALL WARRANTIES REGARDING ANY PRODUCT, SERVICES, OR RESOURCES PROVIDED BY IT, OR DATA EXCHANGES TRANSMITTED, PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**12.0 LIMITATION OF LIABILITY; INDEMNIFICATION**

12.1 Limitation of Liability. Neither HIO nor Participant will be liable to the other for lost profits or Data, or any special, incidental, exemplary, indirect, consequential or punitive damages (including loss of use or lost profits) arising from any delay, omission or error in a Data Exchange or



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receipt of Data, or arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not either party has been advised of the possibility of such loss or damage.

12.2 Release of Liability. Participant releases HIO from any claim arising out of any inaccuracy or incompleteness of Data or any delay in the delivery of Data or failure to deliver a Data Exchange when requested except for those arising out of HIO's gross negligence.

12.3 Indemnification.

(a) HIO Indemnification for Infringement. HIO will indemnify and hold harmless Participant, its employees and agents from any damages, expenses and costs, including reasonable attorneys fees, arising out of claims by third parties that the use of the Exchange and any Software provided by HIO infringes any patents, copyrights or trademarks or is a misappropriation of trade secrets, provided that Participant notifies HIO in writing promptly upon discovery of any such claim and gives HIO complete authority and control of, and full cooperation with, the defense and settlement of such claim.

(b) Indemnification for Breach of Agreement. Participant will indemnify and hold harmless HIO, its employees and agents from any damages, expenses and costs, including reasonable attorneys fees, from claims by third parties arising from claims arising from Participant's or its Authorized Users' breach of this Agreement, including the unauthorized or improper use of the Exchange or Participant's or its Authorized Users' use or disclosure of Data for any purpose other than a Permitted Use. HIO will indemnify and hold harmless Participant, its employees and agents from any damages, expenses and costs, including reasonable attorneys fees, from claims by third parties arising from claims arising from HIO's breach of this Agreement, including the unauthorized or improper use of the Exchange or HIO's use or disclosure of Data for any purpose other than a Permitted Use or as otherwise allowed under this Agreement.

12.4 Not a Medical Service. The Exchange does not make clinical, medical or other decisions and is not a substitute for professional medical judgment applied by Participant or its Authorized Users. Participant and its Authorized Users are solely responsible for confirming the accuracy of all Data and making all medical and diagnostic decisions.

**13.0 GENERAL PROVISIONS**

13.1 No Exclusion. HIO represents and warrants to Participant, and Participant represents and warrants to HIO, that neither party nor their respective employees or agents have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7), have been excluded from government contracts by the General Services Administration or have been convicted of a felony or any crime

relating to health care. HIO and Participant will provide one another immediate written notice of any such placement on the sanctions list, exclusion or conviction.

13.2 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

13.3 Entire Agreement. This Agreement constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all earlier representations or agreements with respect to the subject matter of this Agreement, whether oral or written with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement is binding on either party.

13.4 No Assignment. Neither HIO nor Participant may assign its rights or obligations under this Agreement without the advance written consent of the other party, except for a transfer or assignment to a parent, subsidiary or affiliate wholly owned by the party.

13.5 Governing Laws. This Agreement is governed by and interpreted in accordance with Arizona laws, without regard to its conflict of law provisions. The parties agree that jurisdiction over any action arising out of or relating to this Agreement shall be brought or filed in the State of Arizona.

13.6 Force Majeure. No party is liable for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure).

13.7 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement will be in writing. A notice, request, demand, or other communication will be deemed to have been duly given, made and received: (a) when personally delivered; (b) on the day specified for delivery when deposited with a courier service such as Federal Express for delivery to the intended addressee; or (c) three business days following the day when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below on the first page of the Agreement. Nothing in this section will prevent the parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine administration of the Exchange.

13.8 No Agency. HIO provides the Exchange services to Participant but does not act as Participant's agent. Participant will not be deemed an agent of another Participant as a result of participation in this Agreement.

13.9 No Relationship between Participants; No Third Party Rights. Nothing in this Agreement confers any rights or remedies under this Agreement on any persons other than HIO and Participant,



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and nothing in this Agreement is intended to create a contractual relationship or otherwise affect the rights and obligations among Participants. Nothing in this Agreement will give any third party, including other Participants, any right of subrogation or action against any party to this Agreement.

**END OF EXHIBIT A**



**EXHIBIT B**

**AUTHORIZED USER AGREEMENT TO TERMS OF ACCESS TO DATA THROUGH HIO**

[Insert name of Health Information Organization] (HIO) facilitates the electronic availability of protected health information (Data) through a Health Information Exchange (the Exchange) to individuals and organizations contracting with the HIO in order to assist Health Care Providers in providing treatment to Patients. Participant (defined below) has entered into a Participation Agreement with HIO in order to facilitate this exchange of Data for these purposes.

You have been identified by Participant as an Authorized User of Data through the HIO. The HIO will agree to provide access to Data to you through the Exchange, only if you agree to the terms and conditions of this Agreement. **Agreement**

1. Compliance with Agreement

THIS IS A BINDING AGREEMENT. By signing below, you agree to comply with all terms and conditions for access to Data under this Agreement, the Participant's Participation Agreement, and all HIO policies and procedures. Failure to comply with these terms and conditions may be grounds for discipline, including without limitation, denial of your privileges to access Data through the HIO and termination of your employment or agency by Participant.

2. Permitted Use and Restrictions on Use.

2.1 Participant is a Health Care Provider who provides Treatment to Patients, as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E. As Participant's Authorized user, you may access the Exchange only to obtain Data to provide Treatment for Participant's Patients. You may not use the Exchange, or any hardware or software relating to use of the Exchange, for purposes that are outside the scope of your duties with Participant to provide Treatment to Patients.

2.2 This Consent grants you a nonexclusive, nontransferable right to use the HIO Exchange. This right is subject to the following restrictions:

a. This right is specific to you. You may not share, sell or sublicense this right with anyone else.

b. You may not change, reverse engineer, disassemble or otherwise try to learn the source code, structure or ideas underlying the Exchange's software or introduce a virus to the



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Exchange. You may not connect or install unauthorized or uncertified equipment, hardware or software or improperly use the hardware or software relating to use of the Exchange.

3. Protection of Data.

3.1 Scope of Access. As an Authorized User, You may have access to Data that includes protected health information that is subject to confidentiality, privacy and security requirements under state and federal law and regulations. You agree that you will only access Data consistent with your access privileges, and pursuant to all requirements under this Agreement, the Participant's Participation Agreement, HIO policies and procedures, and applicable laws and regulations.

3.2 Protection of Data. As an Authorized User, you have an obligation to maintain the confidentiality, privacy and security of the Data.

a. You will not disclose Data except as required for your job with Participant and subject to all terms of this Agreement.

b. You will not access or view any information other than what is required for you to do your job.

c. You will not make any unauthorized copies of Data. You will not save Confidential Information to portable media devices (Floppies, ZIP disks, CDs, PDAs, and other devices).

d. You will not to email any Data to another email account.

e. You will not release your authentication code or device or password to any other person, including any employee or person acting on your behalf. You will not to allow anyone else to access the Exchange under your authentication code or device or password. You agree not to use or release anyone else's authentication code or device or password. You agree to notify HIO and Participant immediately if you become aware or suspect that another person has access to your authentication code or device or password.

f. You agree not to allow your family, friends or other persons to see the Data on your computer screen while you are accessing the Exchange. You agree to log out of the Exchange before leaving your workstation to prevent others from accessing the Exchange.

g. You agree never to access Data for "curiosity viewing." This includes viewing Data of your children, other family members, friends, or coworkers, unless access is necessary to provide services to a Patients with whom you or the physician(s) with whom you work have a treatment relationship with that Patient.



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h. You will protect the accuracy of the Data submitted or received through the Exchange and will not insert information that you know is not accurate.

4. Audit and Review. HIO and Participant have the right at all times and without notice to access the Exchange and any hardware or software relating to the Exchange to review and audit your use of the Exchange and compliance with the terms of this Agreement. This includes any hardware or software located at your office, your home, or any other site from which you access the Exchange.

5. Sanctions. You understand that failure to comply with the terms of this Agreement, may result in disciplinary action against you, which may include loss of access to the Exchange as an Authorized User or termination of your employment or contract with Participant.

6. Duration. This Agreement will be in effect from the time it is signed until HIO or Participant terminates your status as an Authorized User or until you violate the terms of this Agreement. Any terms of this Agreement necessary to protect the Exchange and Data will survive the termination of this Agreement.

Agreed to by:

\_\_\_\_\_  
Authorized User Signature

\_\_\_\_\_  
Authorized User Printed Name

Date \_\_\_\_\_

Participant: \_\_\_\_\_

**END OF EXHIBIT B**

**EXHIBIT C**

**PARTICIPANT SECURITY REQUIREMENTS**

In addition to any obligations set forth in the Agreement and HIO Policies and Standards, Participant will observe the following requirements. HIO may amend or supplement these requirements on written notice to Participant.

1. Each of Participant's servers connecting to the HIO gateway will comply with HIO's authentication requirements, implementing Secure Sockets Layer (SSL) encryption and using certificates approved by HIO.
2. Participant will authenticate each Authorized User at the point of access and will implement password policies, both based on applicable laws and regulations and HIO Policies and Standards. Participant may elect to implement stronger authentication mechanisms at its discretion. Participant will review and update its list of Authorized Users as required under HIO Policies and Standards.
3. Participant will limit access of each Authorized User to a Permitted Use and according to Role Based Access principles. Participant will impose appropriate sanctions for its employees or agents who violate applicable security Policies and Standards or the Authorized User Terms of Consent or make improper use of the Exchange, including revocation of an Authorized User's authorization to access the Exchange as may be appropriate under the circumstances.
4. Participant will maintain access logs that capture end user identification information.
5. Participant will implement message-level security using WS-Security or other security technology acceptable to HIO.
6. Participant will implement firewalls and intrusion detection per HIO Policies and Standards.
7. Participant will implement other safeguards to protect servers based on information security best practices, such as the SANS Institute ([www.sans.org](http://www.sans.org)) recommendations.
8. Participant will perform periodic automated and random manual review and verification of audit logs for both operational monitoring and system security as required by HIO Policies and Standards.

**END OF EXHIBIT C**

**EXHIBIT D**

**DATA RECIPIENT—SYSTEM REQUIREMENTS**

1. System Requirements.

HIO will provide a secure viewer application to Data Recipients to retrieve and view Data for their Patients. The secure viewer application is web-based and requires a secure system with an Internet connection and an Internet browser. HIO requires the following minimum system configuration options for running the HIO viewer on a browser.

***[Insert specific System Requirements]***

2. Additional Financial Requirements.

***[Insert Additional Financial Requirements supplementing Exhibit A, Section 3]***

3. Maintenance and Support Requirements.

***[Insert Maintenance and Support Requirements]***

**END OF EXHIBIT D**

**EXHIBIT E**

**DATA SUPPLIER—DATA SUBMISSION, SYSTEM REQUIREMENTS  
AND FINANCIAL RESPONSIBILITIES**

1. Data Provided.

Data Supplier will submit Data as set forth in the Addenda.

Data submitted shall be mapped to HIO standard terminologies and code systems according to the message specifications. HIO may provide message specifications and terminology standards as a reference when creating data maps. HIO and Data Supplier will cooperate with each other to mutually validate the data maps created.

2. System Requirements.

***[Insert System Requirements]***

3. Financial Responsibilities.

***[Insert Financial Responsibilities]***

4. Maintenance and Support Requirements.

***[Insert Maintenance and Support Requirements]***

**END OF EXHIBIT E**

**EXHIBIT F**

**BUSINESS ASSOCIATE AGREEMENT**

HIO and Participant agree to the terms and conditions of this Business Associate Agreement in order to comply with the use and handling of Protected Health Information (“PHI”) under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Rule”) and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Rule”), both as amended from time to time. Unless otherwise provided, all capitalized terms in this Business Associate Agreement will have the same meaning as provided under the Privacy Rule and Security Rule.

For purposes of this Business Associate Agreement, Protected Health Information (“PHI”) or Electronic Protected Health Information (“ePHI”) includes only individually identifiable health information handled by HIO that is provided to the Exchange by Participant.

**1. USES AND DISCLOSURES OF PHI:** HIO will use or disclose PHI only for those purposes necessary to perform Services under the Agreement, or as otherwise expressly permitted in the Agreement, its Exhibits including this Business Associate Agreement, or its Addenda, or as required by law, and will not further use or disclose PHI. HIO agrees that anytime it provides PHI to a subcontractor or agent to perform Services, HIO first will ensure that each such subcontractor or agent agrees to the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Business Associate Agreement.

**2. HIO USE OR DISCLOSURE OF PHI FOR THE HIO’S OWN PURPOSES:** HIO may use or disclose PHI for HIO’s management and administration, or to carry out its legal responsibilities. HIO may disclose PHI to a third party for such purposes if: (1) The disclosure is required by law; or (2) HIO secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify the HIO of any breaches in the confidentiality of the PHI. HIO also may aggregate the PHI with other PHI in its possession or otherwise de-identify PHI according to the requirements of 45 C.F.R. §164.514(b).

**3. SAFEGUARDS:** HIO will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI for purposes other than those permitted by this Business Associate Agreement. HIO also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any ePHI that HIO creates, receives, maintains, and transmits on behalf of Participant.

**4. UNAUTHORIZED USES OR DISCLOSURES and BREACHES:**

**a. Reporting Security Incidents.** HIO will report to Participant any successful unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which HIO becomes aware within 15 business days of HIO's learning of such event. HIO will also report the aggregate number of unsuccessful attempts to access, use, disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI of which HIO becomes aware, provided that such reports will be provided only as frequently as the parties mutually agree, but no more than once per month. If the definition of "Security Incident" under the Security Rule is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy ePHI, HIO will cease reporting unauthorized attempts as of the effective date of such amendment.

**b. Reporting Breaches of Unsecured PHI.** If HIO has a Breach of Unsecured PHI, both as defined in this Section, HIO will report such Breach as provided in this Subsection.

(1) Definitions:

Breach is the unauthorized acquisition, access, use, or disclosure of PHI, unless the unauthorized person to whom such PHI is disclosed would not reasonably have been able to retain the PHI. However, a Breach does not include any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of HIO if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with HIO and such PHI is not further acquired, accessed, used, or disclosed by any person.

Unsecured Protected Health Information (PHI) is PHI that is not secured through the use of technologies or methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals, which technologies or methodologies are specified in guidance issued by the Secretary of HHS at 74 Fed. Reg. 19006 (April 27, 2009), and as updated from time to time.

(2) Reporting to Participant. HIO will report the Breach of Unsecured PHI to the Participant within 15 days of HIO's learning of the Breach. HIO learns of the Breach when an employee, officer, or agent of HIO learns of the Breach (unless such employee, officer or agent is responsible for the Breach and did not inform anyone else at HIO). Such report will include the following information: (i) the identification of each individual whose unsecured PHI has been, or is reasonably believed by HIO to have been, accessed, acquired, or disclosed during the Breach, including their contact information if available to the HIO; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI involved in the Breach (such as name, Social Security number, date of birth, home address, or account number); (iv) a brief description of what HIO is doing or has done to investigate the Breach, mitigate losses to individuals and Participant, and protect against any further breaches; and (v) contact procedures for individuals to ask questions or learn additional information about the Breach, which shall include a toll-free telephone number and an e-mail, website, or postal address at HIO. If HIO will report to individuals directly under Subsection (3), HIO will include its notice (in draft or final form, if already sent).

(3) Reporting to Individuals. If PHI originating from more than one Participant is involved in a Breach, the HIO will conduct the reporting on behalf of such Participants, so as to avoid duplicative reporting to individuals by Participants.

(a) Timing of Report: HIO will make such report without unreasonable delay and in no event later than 60 days after HIO learns of the breach. However, HIO may delay reporting to individuals if a law enforcement official determines that reporting will impede a criminal investigation or cause damage to national security, in which case reporting may be delayed in the same manner as provided under 45 C.F.R. § 164.528(a)(2).

(b) Content of Report: HIO will include the following information in the report to individuals: (i) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach (such as name, Social Security number, date of birth, home address, or account number); (iii) a brief description of what HIO is doing or has done to investigate the Breach, mitigate losses to individuals, and protect against any further breaches; (iv) steps individuals should take to protect themselves from potential harm resulting from the Breach; and (v) contact procedures for individuals to ask questions or learn additional information about the Breach, which shall include a toll-free telephone number and an e-mail, website, or postal address at HIO.

(c) Method of Reporting to Individuals: HIO will provide the report to individuals in writing, by first class mail, sent to the last known address of the individual (or to the next of kin if the individual is deceased). If an individual has specified a preference for electronic mail in communications with the HIO, then HIO will use electronic mail. In cases where there is insufficient or out-of-date information to provide the written notice required, HIO will include a conspicuous posting on its website; or if it does not have a website, provide the required information to major print or broadcast media in geographic areas where the individuals affected by the breach likely reside. The website posting or media announcement will include a toll-free phone number so that affected individuals may learn whether or not their unsecured PHI may have been included in the breach.

(d) Reporting to the Media: If HIO believes that the Unsecured PHI of more than 500 individuals residing within its jurisdiction of operation has been accessed, acquired, or disclosed in the Breach, HIO will provided notice to major print or broadcast media in geographic areas where the individuals affected by the breach likely reside. The media announcement will include a toll-free phone number so that affected individuals may learn whether or not their unsecured PHI may have been included in the breach.

(e) Reporting to HHS: If HIO believes that the Unsecured PHI of more than 500 individuals residing within its jurisdiction of operation has been acquired or disclosed in the Breach, HIO will notify the Secretary of HHS immediately, and will indicate in its notice to HHS that the report is made on behalf of the Participants of the HIO to avoid duplicative reporting.



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(4) Reimbursement to Participant for Reporting Costs: HIO will reimburse Participant for any reasonable expenses Participant incurs in notifying individuals of a Breach caused by HIO or its subcontractors or agents.

**5. INDIVIDUAL ACCESS TO PHI:** If an individual makes a request to HIO for access to PHI, HIO will within 10 business days forward such request in writing to Participant. Participant will be responsible for making all determinations regarding the grant or denial of an individual's request for PHI and HIO will make no such determinations.

**6. AMENDMENT OF PHI:** If an individual makes a request to HIO for amendment of PHI, HIO will within 10 business days forward such request in writing to Participant. Participant will be responsible for making all determinations regarding amendments to PHI and HIO will make no such determinations.

**7. ACCOUNTING OF DISCLOSURES OF PHI:** If an individual makes a request to HIO for an accounting of disclosures of PHI, HIO will within 10 business days forward such request in writing to Participant. Participant will be responsible for preparing and delivering the accounting to the individual. Upon request, HIO will make available to Participant information about HIO's disclosures of PHI, if any, that must be included to respond to individual requests for accounting of disclosures of PHI under applicable law.

**8. ACCESS TO BOOKS AND RECORDS:** HIO will make its internal practices, books and records on the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining Participant's compliance with the Privacy Rule. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by HIO or Participant as a result of this Section.

**9. TERMINATION:** Participant may terminate the Agreement upon written notice to HIO if HIO breaches a material term of this Business Associate Agreement and HIO fails to cure the breach within 30 days of the date of notice of the breach.

**10. RETURN OR DESTRUCTION OF PHI:** Participant understands that PHI provided to the Exchange may be integrated into the medical record of Data Recipients that access the Exchange. Moreover, HIO does not maintain or store PHI. As such, it is not feasible for HIO to return or destroy PHI upon termination of the Agreement. [HIO agrees to follow the provisions of this Business Associate Agreement for as long as it retains PHI, and will limit any further use or disclosure of PHI to those purposes allowed under this Business Associate Agreement, until such time as HIO either returns or destroys the PHI.]

**END OF EXHIBIT F**

**EXHIBIT G**

**HIO FEES AND PAYMENT**

1. Program Fee. Participant will pay a program fee ("Fee") to HIO in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) per **calendar quarter/ per month**. If this Agreement is in effect for part of a quarter/month, the Fee will be prorated on a daily basis. HIO may modify the Fee from time to time, but such modification will not become effective until Participant has received at least 60 days advance written notice of such modification. Such notice will specify the effective date of the modified Fee.
2. Technical Support Service Fee: Participant will pay HIO for technical support services as follows:
  2. Payment. The Fee shall be payable in advance on or before the fifth day of each quarter/month. After 15 days, such payments shall accrue interest at the lesser of 1% per month or the highest rate allowed by applicable law.

END OF EXHIBIT G



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**PROJECT ADENDUM NO. 1**

Project Name and Effective Date	Health Information Exchange for Treatment Purposes Effective: _____
Data Submitted for Exchange	[Insert description of Data for submission]
Permitted Uses	Health Care Provider and Authorized Users may access the Exchange to obtain Data for the Treatment (as defined in this Addendum) of Health Care Provider’s Patients. If Health Care Provider includes Data in its Medical Record, Health Care Provider and Authorized Users may use Data only for those purposes permitted by law.
Authorized Users	Authorized Users are employees, independent contractors or agents of a Health Care Provider who (i) have been authenticated and given access in compliance with HIO Policies & Standards by the Participant; (ii) have executed an Authorized User Consent to Terms, and (iii) require access to Data to facilitate the provision of treatment by the Health Care Provider to Patients.
Specific Safeguards and Privacy Requirements	All Participants shall adhere to the HIO Policies and Standards available at <a href="http://www.xxx.xxx">www.xxx.xxx</a> .
Licensed Software	
Certification Requirements	
Definitions for Project Addendum No. 1	<ol style="list-style-type: none"> <li>1. <b>“Treatment”</b> means the provision, coordination or management of health care services by one or more Health Care Providers, as defined by HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart E.</li> <li>2. <b>“Medical Record”</b> means all communications related to a Patient's physical or mental health or condition that are recorded in any form or medium and that are maintained by the Health Care Provider for purposes of Patient diagnosis or Treatment, including medical records that are prepared by the Health Care Provider or other providers, as defined by A.R.S. § 12-2291.</li> </ol>

**PARTICIPANT**

**HEALTH INFORMATION EXCHANGE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_