



HIE PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Participation Agreement”) is made and entered into as of the effective date described below (the “Effective Date”), by and between the HEALTH ADVANCEMENT COLLABORATIVE OF CENTRAL NEW YORK, INC., a New York Not-for-Profit corporation d/b/a HealtheConnections (“HealtheConnections”), and the Participant identified on the Signature Page (the “Participant”).

RECITALS

A. HealtheConnections is, among other things, a regional health information organization (“RHIO”), that is headquartered in Syracuse, New York and operates a Health Information Exchange (“HIE”) in the Central, Northern, Southern Tier, and Hudson Valley regions of New York State. HealtheConnections’ HIE facilitates health information sharing and aggregation for treatment, operations, public health and research-related purposes in a manner that complies with all applicable laws and regulations, including without limitation those protecting the privacy and security of health information. HealtheConnections’ HIE enables sharing of health information between Participants of the HIE, and may also provide Participants’ access to the New York statewide and nationwide health information exchanges;

B. HealtheConnections and the Participant wish to arrange for the Participant’s participation in the HIE operated by HealtheConnections in accordance with this Participation Agreement; and

C. If Participant has previously entered into a participation agreement with HealtheConnections, this Participation Agreement constitutes an update and restatement of that participation agreement.

NOW THEREFORE, IN CONSIDERATION of the recitals, covenants, conditions and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows (capitalized terms not specifically defined in this Participation Agreement shall have the meanings given to them in the Terms and Conditions):

1. Participation Agreement.

1.1 Status. This Participation Agreement is as is described in the Terms and Conditions. The Terms and Conditions are hereby incorporated by reference into, and made a part of, this Participation Agreement.

1.2 Participation. HealtheConnections and the Participant shall perform their respective responsibilities as described in this Participation Agreement, the Terms and Conditions and the Policies and Procedures. Participant's activities under this Participation Agreement shall determine which provisions apply to participation. For example, Participants that both provide and access data will be subject to and comply with, provisions applicable to Data Providers and Data Recipients. Participant that provide, but do not access, data, are not subject to the "Data Recipient" provisions.

1.3 Changes. This Participation Agreement, the Terms and Conditions and the Policies and Procedures shall be subject to change from time to time as described in Section 2.3 (Procedures for Amendments) and Section 3.4 (Changes to Participation Agreements, Terms and Conditions, and Policies and Procedures) of the Terms and Conditions.

1.4 Services. The Participant shall be able to access the Services that HealtheConnections provides to Participants, as described in Section 8.3 (Services) of the Terms and Conditions and in the Policies and Procedures.

2. Term and Termination.

2.1 Term. The term of this Participation Agreement shall commence on the Effective Date. This Participation Agreement shall continue in effect until terminated as described in the Terms and Conditions.

2.2 Effective Date. The Effective Date of this Participation Agreement shall be the date on which HealtheConnections has signed this Participation Agreement.

3. Miscellaneous.

3.1 Assignment. Neither party may assign or transfer any of its rights under this Participation Agreement, either voluntarily or by operation of law, without the prior written consent of the other party; provided, however, that HealtheConnections may assign this Participation Agreement upon prior written notice to, but without the prior written consent of, Participant to (i) the successor in any merger involving HealtheConnections or (ii) to an affiliated entity established for the purpose of operating the HIE, in which case the affiliated entity to which this Participation Agreement is assigned shall be solely responsible for the performance of the obligations of HealtheConnections under this Participation Agreement.

3.2 Signature. By signing this Participation Agreement, the undersigned represents and warrants that he or she has received and read a copy of the Terms and Conditions and Policies and Procedures and that he or she either (a) is the Participant or, (b) if the Participant is an entity, is an individual acting on the Participant's behalf who is authorized to sign this Participation Agreement and enter into this Participation Agreement on behalf of the Participant.

[Signature Page Follows]

PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the Effective Date set forth above.

HEALTH ADVANCEMENT COLLABORATIVE
OF CENTRAL NEW YORK, INC, a New York Not-for-Profit corporation.
d/b/a HealtheConnections

By: _____

Name: Robert J. Hack

Title: President and CEO

Date: _____

Address for purposes of notice:
Health Advancement Collaborative of Central New York, Inc.
d/b/a HealtheConnections
443 N Franklin Street, Suite 001
Syracuse, NY 13204
Attention: President and CEO Electronic mail: support@healtheconnections.org
Facsimile: (315) 407-0053

“PARTICIPANT”

Participant Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Address for purposes of notice:

Attention: _____

Electronic Mail: _____

Facsimile: _____