



## **HIE PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT (“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”), based in the Central New York area, that operates a Health Information Exchange (“HIE”). 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 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 Agreement shall have the meanings given to them in the Terms and Conditions):

### **1. Participation Agreement.**

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

1.2 Participation. HealtheConnections and the Participant shall perform their respective responsibilities as described in this Agreement, the Terms and Conditions and the Policies and Procedures. Participant’s activities under this 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. 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 1.19 (Services) of the Terms and Conditions and in the Policies and Procedures.

## **2. Term and Termination.**

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

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

## **3. Miscellaneous.**

3.1 Assignment. This Agreement is not assignable by the parties except that HealtheConnections may assign this Agreement to an affiliated entity established for the purpose of operating the HIE, in which case the affiliated entity to which this Agreement is assigned shall be solely responsible for the performance of the obligations of HealtheConnections under this Agreement.

3.2 Signature. By signing this 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 Agreement and enter into this Agreement on behalf of the Participant.

[Signature Page Follows]

**PARTICIPATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this 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  
109 South Warren St. State Tower Bldg Suite 500  
Syracuse, NY 13202  
Attention: President and CEO  
Electronic mail: [healthinfo@healtheconnections.org](mailto:healthinfo@healtheconnections.org)  
Facsimile: (315) 407-0053

“PARTICIPANT”

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address for purposes of notice:

\_\_\_\_\_

Attention: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_

Facsimile: \_\_\_\_\_