Chesapeake Regional Information System for Our Patients, Inc. ("CRISP")

AMENDED and RESTATED HIE Participation Agreement

A. CRISP is a private Maryland non-stock membership corporation which is tax exempt under Section 501(c)(3) of the Internal Revenue Code. CRISP was selected by the Maryland Health Care Commission ("MHCC") and the Maryland Health Services Cost Review Commission ("MHSCRC") as the State Designated Entity ("SDE") to provide a Health Information Exchange ("HIE") for Maryland, after a public Request for Application process.

B. This Agreement sets forth the terms and conditions under which Participant, together with Other Participants will access and utilize the HIE and CRISP Services, as defined in this Agreement or the Participation Agreement with Other Participants and as provided by CRISP.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, CRISP and Participant agree as follows:

1. Agreement and Effective Date.

As of the Effective Date, CRISP and Participant hereby agree that (i) Participant will have the rights and obligations relating to the use of the HIE and CRISP Services set forth in the Agreement; and (ii) CRISP will make the HIE and CRISP Services available and fulfill the other obligations of the Agreement, subject to scheduled and unscheduled downtime as set forth in the Policies and Procedures.

2. Documents Comprising the Agreement.

The Agreement includes the following documents, which are hereby incorporated by reference into this Participation Agreement:

2.01 Exhibit A: Definitions;

2.02 Exhibit B: Terms and Conditions;

2.03 Exhibit C: Business Associate Agreement;

2.04 CRISP Policies and Procedures, as set forth on the CRISP website www.crisphealth.org;

2.05 Exhibit D: Participant Fees; and

2.06 Exhibit E: Participating Entities.

FOR REVIEW

3. **Effective Date.** The Agreement is effective as of the date on which it is executed by CRISP, as set forth in the signature line below.

Participant*:

Signed:

Printed Name:

Title:

Date:

Chesapeake Regional Information System For Our Patients, Inc.

Signed:

Printed Name:

Title:

Date:

Participant Organization Legal Name:

Participant Organization DBA:

Organization Address:

Organization NPI:

Organization has a single location and organizational NPI (if checked, Exhibit E not required) ☐

Participant's Designated Contact*

Name:

Telephone:

Email:

Participant's Privacy and Security Officer*

Name:

Telephone:

Email:

CRISP Privacy Officer

Name: David Hale

Telephone: 410-855-4187

Email: privacyofficer@crisphealth.org

* For purposes of notices under the Agreement. The Designated Contact must have an active email address. The Designated Contact may be changed from time-to-time by written notice to CRISP.

FOR REVIEW

EXHIBIT A
CRISP HIE PARTICIPATION AGREEMENT
DEFINITIONS

The following terms shall have the meaning ascribed to them in this Exhibit A when used in the Agreement.

a. "Advisory Committee" shall mean a specific CRISP Advisory Committee (sometimes referred to as Board of Advisors), each of which is composed of qualified third-parties as described in the Policies and Procedures and formed to advise CRISP as to matters related to the HIE and CRISP Services. Information about membership on the Advisory Committee, current members, vacancies and the public nomination process for Advisory Board membership is available to Participants on the CRISP website. Standing Advisory Committees include Clinical Advisory, Technology Advisory, Finance Advisory, and Privacy and Security Advisory Committees.

b. "Agreement" shall mean the Participation Agreement and Exhibit A: Definitions; Exhibit B: Terms and Conditions; Exhibit C: Business Associate Agreement; Exhibit D: Participant Fees; the HIE Policies and Procedures as described in Section 2 of the Terms and Conditions, which shall be set forth on the CRISP website www.crisphealth.org.

c. "Applicable Law" shall mean the federal, state and local laws, rules, policies or regulations (including regulations applicable to CRISP as a Maryland HIE) adopted by administrative agencies that are applicable to either CRISP or Participant or a party's rights and obligations under the Agreement, including, without limitation, laws, rules and regulations applicable to the confidentiality of patient records and the protected information.

d. "Audit" shall mean a review and examination of records (including log or other records generated by or available through an information system), and/or activities to ensure compliance with the Agreement as to the HIE. The audit process can be manual, automated or a combination of both.

e. "Central Data Service" shall mean a single data base that is provided and maintained by CRISP and associated with each Participant's System, which will hold a copy of Data of Participant that is available through the HIE and will be used for the processing of Messages. The Central Data Services will contain metadata that will link Data with a specific Participant for purposes of CRISP's access, use and disclosures of an Individual's information in the HIE System and that will allow each Participant to have control over its own Data in the Central Data Service and effectively retain custody and control over its own Data maintained in the Central Data Service as specified in Section 1.02 of the Terms and Conditions.

f. "Common HIE Resources" shall mean the technologies utilized by CRISP from time-to-time with the approval of the Advisory Committee and the software, portal, platform, interfaces or other electronic medium controlled by CRISP though which CRISP makes the CRISP services available to Participant under this Agreement. CRISP will keep a record of Common HIE Resources.

g. "Confidential Information" shall mean information that relates to a party's past, present, or future business activities, finances, practices, protocols, products, services, information, content, technical knowledge, information obtained pursuant to this Agreement, including Section 11 of the Terms and Conditions, which is otherwise protectable by patent, copyright or trade secret, which has been designated in writing as confidential when disclosed to the other party to the Agreement or which is, by its nature, something that would reasonably be understood to be confidential by a recipient

FOR REVIEW

familiar with the health care industry. Notwithstanding the foregoing, the term "Confidential Information" does not include any information which (i) was already known to the Receiving Party; (ii) was generally available to the public prior to disclosure to the Receiving Party; (iii) was developed by the Receiving Party independently of disclosure by the Disclosing Party; or (iv) was disclosed to the Receiving Party by a third party without any obligation of confidentiality or restriction on use. Confidential Information also does not include Data, which is subject to Applicable Law and to the separate provisions of the Agreement specific to Data, including the Business Associate Agreement (Exhibit C).

h. "CRISP Services" shall mean all services provided by CRISP for access to and maintenance of Data, including, but not limited to, the availability of the HIE for Permitted Purposes, value-added services (such as care alerts, summaries of care, and status alerts), External HIE services, and Licensed Services.

i. "CRISP Website" shall mean www.crisphealth.org. The CRISP Website is solely for purposes relating to the HIE. CRISP may establish a secure section of the CRISP Website for Participants for purposes of the Agreement, including but not limited to Notices as provided in the Terms and Conditions.

j. "Data", shall mean Electronic Health Information as defined by 45 CFR 171.102 and other Protected Health Information, Individually Identifiable Health Information, De-Identified PHI, or Limited Data Sets, all as defined in the HIPAA Regulations, and metadata, that is requested, disclosed, stored, is transmitted or available from Participants, Other Participants or Data Sources for transmission through the HIE in accordance with the provisions of this Agreement and the requirements of Applicable Law, including without limitation, HIPAA and state medical privacy laws.

k. "Data Requester" shall mean an Individual that requests access to Data that is not a Participant.

l. "Exchange Technology Provider" shall mean an entity that provides some or all of the Common HIE Resources for the HIE to CRISP or an entity that provides items or services used by CRISP in connection with the HIE.

m. "External HIE" shall mean other entities and services that provide health information exchanges that are not part of the HIE, including national networks and regional health information exchange organizations, which provide for participation by CRISP, and through CRISP, CRISP Participant and Other Participants, in the exchange of health information on an intrastate, interstate, regional or national basis directly or through participation with a third party organization or entity, including but not limited to so-called national exchanges and vendors of Electronic Health Records.

n. "External HIE Materials" shall mean agreements, descriptions, specifications, policies and procedures or other materials made available by External HIEs for their participants, which may include material required for compliance with a federal government developed trusted exchange framework.

o. "Health Information Exchange" or "HIE" shall mean the Common HIE Resources and infrastructure made available to Participants by CRISP for Permitted Purposes, as defined in Section 3.02 of the Terms and Conditions, subject to the terms of the Agreement..

p. "HIPAA" shall mean the Health Information Portability and Accountability Act of 1996, specifically including the Standards for Privacy of Individually Identifiable Health Information and

FOR REVIEW

the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 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 , including regulations published as the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules (the "Omnibus HITECH Rule"), Vol. 78 Federal Register No. 17 (January 25, 2013) and as any further amendments, modification, or renumbering which occurs or takes effect during the term of the Agreement.

q. "Individual" shall mean a natural person or, if appropriate in the context in which it occurs, the Individual's legal representative, authorized to act for the Individual under Applicable Law for matters relating to Data.

r. "Licensed Service" shall mean a CRISP Service that involves the use of technology that CRISP licenses from Licensed Technology Providers and makes available to Participant and Other Participants who agree to comply with requirements, whether set forth in this Agreement or in Terms of Use, applicable to such service. Examples of Licensed Services include, but are not limited to, secure, point-to-point messaging functionality in accordance with the Direct Protocol and image exchange.

s. "Licensed Technology Provider" shall mean an Individual that licenses some or all of the technology infrastructure used by CRISP to provide CRISP Services.

t. "Master Patient Index" or "MPI" shall mean an electronic database that maintains a unique index (or identifier) for every Individual who has been, or who during the term of the Agreement becomes, registered as a patient at Participant or at any Other Participant in the HIE, whether or not the Individual has Opted-Out as specified in the Agreement.

u. "Message" shall mean a vehicle for transmitting Data between Participants and Other Participants through the HIE or External HIE. The transport protocols by which Messages are exchanged include, but are not limited to, Query-Retrieve, Push, and Publish-Subscribe.

v. "Monitor" shall mean the review and examination of a Participant's records (including logs), and/or activities to evaluate the utilization levels, efficiency and technical capabilities of the HIE and a Participant's compliance with the Agreement. This review can be manual, automated or a combination of both.

w. "Other Participant" shall mean (i) health care providers, (ii) non-health care providers, such as payers, and Individuals engaged in population health management, care management, or quality improvement, in each case, to the extent permitted by Applicable Law to be a participant in CRISP, or (iii) community based organizations who provide social service or other supports and who have secured patient authorization to access EHI or (iv) government agencies, in each case, who sign an agreement in substantially the same form as this Agreement or such other form as is deemed appropriate by CRISP.

x. "Participant" shall mean the individual or entity that executes this Participation Agreement provided that this Agreement may be executed on behalf of multiple related facilities or providers by a parent or other entity with authority to do so, in which case the individual facilities or providers shall be listed on an Exhibit to this Agreement captioned "Participating Entities" and each facility or provider so listed shall be individually entitled to the rights and subject to the obligations set forth in this Agreement and provided that CRISP may require Other Participants to separately execute and be bound by another form of Participation Agreement. References to Participant will

FOR REVIEW

also include references to Participant Users where the context so requires.

y. "Participant Users", as to the HIE and CRISP Services, shall mean those health care providers and other employees, staff, professional or medical staff, contracted medical providers, agents or other Workforce members of Participant and Other Participants who have been authorized by Participant or Other Participant to utilize the HIE for Permitted Purposes through Participant's System or through user interfaces made available by CRISP and who have, at the request of Participant or as otherwise as provided in the Policies and Procedures, been assigned a user name and password by CRISP pursuant to this Agreement. CRISP will establish, through its Policies and Procedures, terms and conditions applicable to Participant Users that are members of the professional staff of those Participants and Other Participants that have organized professional staffs. Participant Users shall only be natural persons and shall not be other legal or operating entities or affiliates or subsidiaries of Participant except as may be provided in the Policies and Procedures. References to Participant will be deemed to include a reference to the Participant's Participant Users unless the context requires otherwise.

z. "Participant Index" shall mean the listing of the Participants and Other Participants in the HIE posted on the CRISP Website.

aa. "Personal Health Record" or "PHR" shall mean an electronic record of health- related information of an Individual which is managed by the Individual or his or her authorized proxy, directly or through a third party application.

bb. "Physician Address Book" or "PAB" shall mean the electronic database of all Participant Users among whom a Message can be sent and/or from whom a Message can be received, including physicians and other non-physician users of the HIE.

cc. "Provider Directory" means a database accessible to Participant Users containing Direct email addresses of Provider and Subscribed Users, attributes of the Participant and Subscribed Users, and entities with which the Subscribed User is associated. The purpose of the Provider Directory is to locate a provider/entity with whom the Provider or Subscribed User desires to have email communication using the Direct Service. Provider Directory will also be deemed to include Direct addresses of other trusted sources designated by Participant and listed in Participant's Direct address book. CRISP may, at its sole option, enter into agreements with other entities authorized to issue Direct email addresses (a "Health Information Service Provider" or "HISP") that will permit Participant Users and Subscribed Users to access individuals or entities in the HISP, which access shall be strictly on an "AS-IS" and "AS- AVAILABLE" basis).

dd. "Public Purpose" is a disclosure of Data to public health officials, government agencies or emergency medical services and others when required by Applicable Law or when permitted by Applicable Law and consistent with the mission of the HIE to advance the health and wellness of Marylanders by deploying health information technology solutions adopted through cooperation and collaboration and to enable the Maryland healthcare community to appropriately and securely share data, facilitate and integrate care, create efficiencies, and improve outcomes, provided that any disclosure of Data that is permitted, rather than required, by Applicable Law to a recipient other than public health officials, government agencies or emergency medical services shall not be a Public Purpose unless it is approved by the Advisory Board under the process and standards specified in Section 3.02 of the Terms and Conditions.

ee. "Publish-Subscribe" shall mean (A) a patient specific Message transmitted to a Participant through the HIE indicating the availability of clinical information; (B) information indicating a patient

FOR REVIEW

encounter with a specific Individual has occurred; or (C) the Push of clinical information that is automatically sent to a Participant who has requested that the HIE automatically provide all available Messages as to a specific Individual.

ff. "Push," as to a Message, shall mean clinical information transmitted directly to a Participant User identified in the Message as a recipient. Push shall apply to all Messages transmitted through the HIE other than Publish-Subscribe or Query-Retrieve, including but not limited to Messages routinely transmitted to ordering or referring physicians, such as reports of imaging, or clinical laboratory results.

gg. "Query-Retrieve," as to a Message, shall mean a transmission in response to an electronically generated request by a Participant for transmission of Data of an Individual available through the HIE.

hh. "Recipient" shall mean, as to the HIE, a recipient of Data transmitted through the HIE or CRISP Services or the recipient of Confidential Information as defined in the Agreement. Recipient, as to the HIE, shall include CRISP Participant Users.

ii. "Registry" shall mean the electronic database related to the HIE that maintains metadata about each discrete patient record maintained about an Individual by Participant and all other Participants, including a link to the document in the System in which it is stored. The Registry responds to queries from Participant and other Participants through the HIE about documents meeting specific criteria.

jj. "System" shall mean, as to the HIE, the software, portal, platform, interfaces or other electronic medium controlled by a Participant through which the Participant conducts Participant's activities under the Agreement, including its associated hardware and internet connectivity to the HIE and use of CRISP Services.

kk. "Third-Party Data Source" shall mean entities that provide information to populate the Master Patient Index, the Physician Address Book or the Registry or that otherwise provide Data to the HIE in a capacity other than that of a Participant, including but not limited to clinical laboratories, radiology-imaging providers and others that provide results or reports to Participants and Other Participants through a Push Message.

A defined term, indicated by capitalization of the first letter(s), not otherwise set forth above or elsewhere in the Agreement shall have the meaning stated in HIPAA or, if not defined in HIPAA, assigned by other Applicable Law.

[END OF DEFINITIONS]

FOR REVIEW

EXHIBIT B TO CRISP HIE PARTICIPATION AGREEMENT

TERMS AND CONDITIONS

1. Availability of HIE System and CRISP Services.

1.01 CRISP will make available to Participant during the term of this Agreement, the HIE and CRISP Services, and the related operational, administrative and support staff functions and technical infrastructure, for the provision and consumption of Data among Participants, based on the Push, Query-Retrieve and Publish-Subscribe exchange of Messages in a secure manner, all as described in this Agreement, including the following, directly or through an Exchange Technology Provider:

a. CRISP will provide, maintain and make available all Data hosting and the software and related services necessary for operation and maintenance of the Central Data Service.

b. CRISP will provide for all appropriate and necessary software, maintenance and hardware necessary for the HIE System and to allow Participant and Participant's Participant Users to access and use the HIE via Internet connections.

c. CRISP also is responsible for ensuring that the HIE System shall be available as set forth in the Policies and Procedures.

d. As to Data that is subject to protections and restrictions under Applicable Law, CRISP shall provide access to the HIE System via a secured methodology, consistent with industry standards, which shall incorporate end user authentication by Participant Users for access. CRISP is responsible to ensure HIE System security and shall operate the HIE System in a manner that protects the confidentiality, integrity, availability or security of Data. CRISP will ensure encryption of Data through the use of generally accepted industry standards and methods, in no case less than is required under the Business Associate Agreement (Exhibit C) and under other Applicable Laws. CRISP shall be responsible for the security of Participant's Data that it receives while under the control of CRISP or CRISP's Exchange Technology Providers. In furtherance of the foregoing, CRISP shall limit the number of CRISP personnel, subcontractors and agents who will have Access to Participant's Data to that which is necessary and appropriate to the work function of individual personnel, subcontractors and agents. Additionally, CRISP shall take all reasonable steps necessary to prevent CRISP personnel, subcontractors and agents from accessing the HIE System after having their access privileges revoked or suspended. CRISP shall be responsible for ensuring the performance of routine and frequent backups of Participant's Data stored on the HIE System.

e. As to Data that is not subject to protections and restrictions under Applicable Law, and as to Confidential Information of Participant, CRISP shall provide protections for the security and confidentiality of such information, in no event less than reasonable, industry accepted protections, and shall limit the number of CRISP personnel, subcontractors and agents who will have access to such information to that which is necessary and appropriate to the work function of individual personnel, subcontractors and agents. Additionally, CRISP shall take all reasonable steps necessary to prevent CRISP personnel, subcontractors and agents from accessing such information after having their access privileges revoked or suspended.

FOR REVIEW

f. To the extent that CRISP staff has access to information, including Data and/or Confidential Information of Participant, such information will be used only as specified in Section 5.03.

1.02 CRISP will (unless Participant and CRISP agree otherwise in writing), during the term of this Agreement, provide at its sole expense, the Central Data Service for Participant's use exclusively in connection with the HIE. The Central Data Service may be hosted by CRISP or by an Exchange Technology Provider, under an agreement with CRISP.

a. For purposes of this Agreement, CRISP will be responsible for the provision of the Central Data Service and its compliance with the confidentiality and security of Data held on the Central Data Service and corresponding repositories in accordance with the same standards and requirements that are applicable to the HIE under this Agreement. CRISP will have authority to do so as a Business Associate of Participant as set forth in the Business Associate Agreement (Exhibit C).

b. CRISP agrees that, in the event that Participant so requests in writing, in its sole discretion and with or without cause, CRISP will immediately instruct the Exchange Technology Provider to or CRISP itself will (i) terminate drawing further Data from Participant's System into the HIE; and (ii) terminate providing such Data for transmission through the HIE, on a prospective basis. The foregoing termination may be temporary or permanent, and in either case, CRISP will ensure that the Exchange Technology Provider or CRISP itself causes such termination to occur promptly upon receipt of CRISP's instruction. The Central Data Service and Participant's Data stored in the Central Data Service may, if determined necessary by CRISP continue to be held by the Exchange Technology Provider or CRISP, and such Data will be available to CRISP for documentation of Messages sent or received by Participant prior to the termination of the data provision via the Central Data Service and for other purposes related to the management of the HIE as specified in Section 5.03, so long as such purposes do not involve further transmission of Participant's Data to other Participants. Each party acknowledges that a temporary suspension (other than one issued in accordance with Section 20.04 so long as the investigation is proceeding under Section 20.04(e) may be grounds for termination of this Agreement by either party, after discussion with the other party, and a permanent suspension will be treated as grounds for termination of this Agreement by either party.

c. CRISP shall (i) establish and maintain safeguards against the destruction, loss or alteration of Participant's Data; (ii) establish and maintain safeguards against the unauthorized access to such Participant's Data; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to such Participant's Data, all in accordance with industry standard practices. Without limiting the foregoing, and in addition to its obligations under the Business Associate Agreement set forth in Exhibit C, CRISP shall implement and/or agree to: (1) maintain network security to include appropriate use of firewalls, intrusion detection/prevention, anti-malware (including anti-virus), secure (or encrypted) transmission of data, secure remote access to Participant's systems, and related network, management and maintenance applications and tools as well as appropriate fraud prevention and detection technologies; (2) store all Participant backup data as part of its designated backup and recovery process in encrypted form, using a commercially supported encryption solution; any and all Data stored on any portable computing device or portable storage medium by CRISP, including but not limited to end user devices, shall be encrypted using industry standard encryption solutions; (3) comply

FOR REVIEW

with industry standard software development guidelines to protect against security related vulnerabilities and continue to enhance/modify development guidelines incorporating the newest applicable industry standards; and (4) maintain a secure processing environment including but not limited to the timely application of patches, fixes and updates to operating systems, infrastructure components and applications as provided by CRISP.

d. Without limiting the generality of the foregoing, CRISP's information security policies shall provide for (i) periodic assessment and re-assessment of the risks to the security of Participant's Data and CRISP's network(s), including but not limited to (1) assessment and identification of internal and external threats that could result in unauthorized disclosure, alteration or destruction of Participant's Data and such systems, (2) review of the sufficiency of policies, procedures, and CRISP's network(s) to control risks; and (ii) implement appropriate protection against such risks. CRISP shall monitor and enforce security procedures and resolve exception report issues.

e. CRISP shall perform, and where relevant require performance by its contractors, security audits of its systems and facilities at least annually to ensure the security of Participant's Data in accordance with industry standard practices and the Agreement, which shall include, at a minimum, yearly penetration tests to test the security of CRISP-hosted systems processing Participant's Data. If, and to the extent relevant and available for a specific CRISP-hosted service, CRISP will provide to Participant, upon Participant's reasonable request no more frequently than once per calendar year, and for no additional charge, an ISO certification, HITRUST certification, or a SOC-1 or SOC-2 third-party auditor's letter of attestation or audit report, or successor certifications or audit reports, or business specific security guidelines for the CRISP-hosted service to be provided under the Agreement. Any such certifications, audit reports or security guidelines provided to Participant are to be treated and marked as "Confidential Information" to be protected in accordance with the terms of the Agreement. CRISP agrees to comply with those data privacy laws applicable to CRISP's role as a data processor under this Agreement.

f. Where required, CRISP shall perform audits in a remote setting and shall provide such audit logs to Participant as reasonably requested.

1.03 CRISP Responsibilities as to CRISP Services:

a. CRISP will provide Participant with access to CRISP Services. CRISP may establish additional Terms of Use, including those required by the Licensed Technology Provider with respect to Licensed Services, that are consistent with the Licensed Technology Agreement with CRISP from time-to-time by posting on the CRISP Website. Any such Terms of Use will be deemed incorporated into this Agreement by reference as of the date of posting.

b. CRISP will provide documentation on how to access and use CRISP Services available to Participant on the CRISP Website.

c. CRISP will provide telephone support during its normal business hours to answer reasonable questions regarding how to use CRISP Services.

d. CRISP will maintain all licenses necessary for Participant to access Licensed Services

e. CRISP will create and maintain for seven (7) years an audit trail of Participant's (including

FOR REVIEW

each Participant User) transactions.

f. CRISP's role with respect to Licensed Services, is only to facilitate the exchange of Health Data and/or secure messages through the operation of the Licensed Service, in accordance with the Licensed Technology Agreement with CRISP and as provided in this Agreement. Without limiting the generality of the foregoing, CRISP has no role in verifying the accuracy of any messages, nor verifying whether a Participant or Participant User is authorized to send, receive, use or disclose particular information and/or secure messages using the Licensed Service.

g. CRISP will function under the Business Associate Agreement attached to this Agreement as Exhibit C in providing the Licensed Service.

2. CRISP Policies and Procedures.

2.01 CRISP will from time-to-time establish Policies and Procedures and post them on the CRISP Website and provide notice to Participant as specified in Section 22.02. The Policies and Procedures will contain technical specifications, and other terms or conditions of operation and use of the HIE or CRISP Services, scheduled and unscheduled downtimes for the HIE or CRISP Services, and other terms or requirements relating to the HIE or CRISP Services as are specified in these Terms and Conditions or are consistent with, or that supplement or implement the provisions of, these Terms and Conditions. The Policies and Procedures may also include provisions deemed necessary or advisable by CRISP for the compliance by the HIE with the applicable requirements of CRISP's designation as the state HIE for the State of Maryland and with the regulations applicable to CRISP as an HIE, such as HIE regulations published by the MHCC. In addition, to the extent CRISP enters into agreements with External HIEs or expands its services to residents of other states or the District of Columbia, the Policies and Procedures may contain provisions relating to such agreements or expanded services. In the event of a conflict between a provision of these Terms and Conditions and a provision of the Policies and Procedures, the provision of these Terms and Conditions will govern. The Policies and Procedures may be amended from time-to-time in accordance with Section 11 of the Terms and Conditions.

FOR REVIEW

2.02 Participant acknowledges that Participant is responsible for reviewing the Policies and Procedures on the CRISP Website and for monitoring the CRISP Website on a regular basis for, among other things, amendments to the Policies and Procedures or notices relating to such amendments made in accordance with Section 11.

3. Use of HIE.

3.01 Permitted Purposes. Participant will use the HIE and will require that its Participant Users use the HIE, only for Permitted Purposes, which will be specified and further defined from time-to-time in the Policies and Procedures, consistent with Section 3.02.

3.02 Permitted Purposes.

a. Permitted Purposes shall be (i) for Treatment of an Individual; (ii) for a Public Purpose; (iii) for quality assessment and improvement activities, including care coordination as defined in HIPAA as a subset of Health Care Operations when such uses are approved by the Clinical Advisory Committee [Approved Amendment in 2016]; (iv) for Research designed to develop or contribute to generalizable knowledge [Approved Amendment 2016]; (v) Individual Access and Patient Authorized Access as permitted by HIPAA, and (vi) all other allowed purposes as determined by CRISP to be required under the 21st Century Cures Act and its implementing regulations. Additional Permitted Purposes may be implemented in accordance with Section 3.02(b).

b. CRISP may from time-to-time recognize new Permitted Purposes not specified in Section 3.02 or delete any listed Permitted Purpose, through an amendment to the Policies and Procedures. An amendment to the Policies and Procedures adding a new Permitted Purpose or deleting any Permitted Purpose will be deemed a Material amendment for purposes of Section 11.

c. To the extent that CRISP enters into agreements with External HIEs, CRISP will only do so consistent with the Permitted Purposes as may be amended from time-to-time.

3.03 Initial Testing and Access to the HIE. Following successful completion of the initial testing and configuration of Participant's System and such other steps as may be specified in the Policies and Procedures, the HIE will be available to Participant for use in accordance with this Agreement. Relevant target dates will be developed in a project plan developed for Participant.

3.04 Provision of Data for Operation of the HIE. During or following the initial testing period, as described in Section 3.03 above, Participant with provide CRISP with Data or Confidential Information necessary for the Master Patient Index, the Physician Address Book and the Registry, as requested by CRISP.

3.05 Contribution of Additional Information. In addition to the provision of Data or Confidential Information that is required to be provided in accordance with another specific provision of this Agreement, Participant will not unreasonably refuse to provide CRISP with additional Data, Confidential Information or other information which is reasonably required for operation of the HIE, upon request and subject to Applicable Law, as specified in the Policies and Procedures (collectively, information not specified in another specific provision of this Agreement is "Additional Information").

3.06 Partnership with External HIEs. As a part of its role in promoting the exchange of health

FOR REVIEW

information and pursuant to federal programs, including but not limited to, the Trusted Exchange Framework and Common Agreement (TEFCA), and in compliance with regulations implementing information blocking, CRISP will work with External HIEs within the scope of CRISP's mission.

a. Subject to approval by the Board of Advisors, CRISP may enter into agreements with External HIEs for the use of the HIE and Participant's and Other Participants' Data for purposes of the External HIE (such as making and responding to queries provided or required by the particular External HIE) provided that (i) such an agreement is permitted under or is consistent with Applicable Law; (ii) CRISP posts notice of the material terms and conditions of participation with an External HIE Exchange. CRISP will also either make the External HIE Materials available to Participant with the notice described in clause (ii) above of the preceding sentence or advise Participant of how to obtain copies of the External HIE Materials, and Participant is responsible for reviewing the External HIE Materials; (iii) such an agreement requires the External HIE to comply with privacy and security requirements that are the same as, or no less stringent than, the requirements that apply to CRISP in this Agreement; and (iv) such an agreement requires the External HIE to maintain insurance coverage of the same types and with minimum limits and standards that are equivalent to, or no less than, those required to be carried by CRISP as set forth in Section 22.13 of this Agreement.

b. Requirements as to a Participant's use of the HIE in this Agreement shall, unless provided otherwise, also govern the Participant's use of External HIEs with which CRISP participates, and participants in an External HIE shall have the same rights as Other Participants as relates to the use of the HIE, including access to Data.

4. Individual HIE Opt-Out Right.

4.01 Individual's Right to Opt-Out. Each Individual will have the right to decline to have his or her Data transmitted through the HIE via the Query-Retrieve protocol and through the Publish-Subscribe Protocol (an "Opt-Out").

a. The Data and other relevant information about an Individual who Opts- Out will: (i) continue to be held by the HIE for purposes of the Master Patient Index and the Registry for purposes of complying with the Opt-Out; (ii) continue to be transmitted through the HIE via Push protocols (as defined in Definition cc.) and/or via Message transport protocols that are supported by the HIE other than Query-Retrieve (as defined in Definition ee.) and Publish- Subscribe (as defined in Definition bb.); and (iii) continue to be transmitted to Participants or other Recipients as required or permitted by Applicable Law (including but not limited to a Public Purpose as defined in Definition aa). CRISP will provide language suitable for Individuals which describes uses and disclosures specified in (i), (ii) and (iii) above, as a part of the HIE Informational Materials described in Section 4.02.

b. The Data, and other relevant information about, Individuals who are listed in the Master Patient Index but who have not Opted-Out of the HIE will be transmitted through the HIE in connection with all HIE supported Messages and transport protocols, including the Query- Retrieve and the Publish-Subscribe protocols.

c. Individuals may change their Opt-Out status at any time. CRISP will establish protocols

FOR REVIEW

and forms for implementation of the Individual's right to Opt-Out and for a change in Opt-Out status and other terms and conditions relating to the Opt-Out or change in Opt-Out status that are consistent with these Terms and Conditions through the Policies and Procedures ("Opt-Out Protocol"). An Individual's Opt-Out or a change in Opt-Out status must be communicated to CRISP through a notice in a form and media specified by CRISP and publicized to Individuals as specified in Section 4.02 and will be effective on a prospective basis, promptly upon receipt of the Individual's notice by CRISP. CRISP will provide reasonable alternative means for an Individual to provide notice to CRISP relating to an Opt-Out or a change in Opt-Out status to facilitate the exercise by Individuals of their rights as to Opt-Out or changing Opt-Out status without unreasonable burden.

d. The foregoing opt-out rights shall also apply to External HIEs. CRISP shall not respond to queries by External HIEs with data for Individuals who have opted-out of CRISP. CRISP users will not be able to query External HIEs for any individuals who have opted out of CRISP. CRISP shall not be responsible for the Individual's opt-out status for External HIEs other than as aforementioned. CRISP will provide notice to Individuals on the CRISP website of CRISP participation in External HIEs and of the corresponding opt-out process for each.

4.02 Participant's Obligations as to Opt-Out of the HIE. In addition to developing the Opt-Out Protocol for the HIE, CRISP will initially develop and make available to Participants templates for informational materials about the HIE in various media and forms, including the Opt- Out ("HIE Informational Materials"). Participant acknowledges that the rights of an Individual stated in Section 4.01are a core principal of the HIE. Participant will support the Individual's right to Opt-Out or change Opt-Out status by (i) providing reasonable means appropriate to Participant's size, operations and the nature of Participant's medical services and infrastructure; and (ii) displaying the HIE Informational Materials or making them available to Individuals at its site(s) of service and website, in both cases as required by Applicable Law or as determined by Participant in its reasonable discretion, applied with due recognition of the importance of informing Individuals of their right to Opt-out of the HIE. Participant will utilize only HIE Informational Materials made available by CRISP and any additional materials developed Participant that are approved in advance by CRISP. Under no circumstances will Participant grant an Individual rights in connection with an Opt-Out or impose on an Individual's obligations as to an Opt-Out that vary from the rights and obligations set forth in Applicable Law, these Terms and Conditions or the Policies and Procedures.

4.03 Applicable Laws and Exclusion of Certain Data. Participant and its Participant Users shall comply with the requirements of Applicable Law as to informed consent to treatment. Both parties shall comply with Applicable Law as to the use and disclosure of individual Data, including, but not limited to, the requirements of HIPAA and of Applicable Laws relating to the uses and disclosures of Data contemplated by these Terms and Conditions, provided that Participant will not provide Data to the HIE as specified in Section 14.02.

4.04 Secondary Use of Data by Contractors of CRISP. CRISP will not, and will contractually require Exchange Technology Providers and Licensed Technology Providers or any other agent or contractor of CRISP with access, other than on an incidental basis, to Data, not to use or disclose Data provided to the HIE by Participants, available from the HIE about Participant Users, or transmitted using CRISP Services except as may be required by this Agreement or Applicable Law, and not to de-identify such Data in order to engage for a Secondary Use (as defined below) or to provide the Data or information derived from the Data to any other Individual or entity, including a related entity or a third party, for the Recipient's Secondary Use, even if, in all cases,

FOR REVIEW

the Secondary Use is otherwise permitted by Applicable Law, unless as to a Secondary Use permitted by Applicable Law and the Secondary Use has been approved by the Advisory Board through the process and under the standards set forth in Section 11. A Secondary Use, unless otherwise defined by Applicable Law (as determined by CRISP), is the use of the Data or the extraction of information from the Data for analytic, predictive or other business purposes unrelated to this Agreement, including but not limited to monitoring or analysis of practice or utilization patterns of Participant or Participant Users.

5. Use of HIE and Data.

5.01 Permitted Purposes. Participant agrees that the HIE shall be used only for its Permitted Purposes. Participant shall require that its Participant Users comply with the foregoing.

5.02 Retention and Re-Use of Data. Recipients shall be responsible under Applicable Law, as well as the terms of this Agreement, subject, as to the latter subject to the applicable provisions of terms of the applicable External HIE agreement for Data received through the HIE and may maintain such Data in accordance with the Recipient's record retention policies and procedures. Recipients may use, re-disclose and de-identify such Data and may create derivative data or incorporate Data into other data, records, or databases of Participant, all subject to Applicable Law and any applicable provisions of the Policies and Procedures. After Data is initially received by a Recipient through the HIE and it becomes part of the Recipient's records, other data or databases, such Data shall no longer be subject to the terms of this Agreement and shall be considered to be Recipient's data, including a part of Recipient's medical records if appropriate, for all purposes. Recipients shall have no obligation to return or destroy Data received through the HIE in the event of termination or expiration of the Agreement or termination for any reason of this Agreement by the source of the Data, whether another Participant or a Third Party Data Source.

5.03 Management Uses of Data. CRISP may reasonably request information, including Confidential Information and/or Data, from Participant for purposes of HIE administration, operations, testing, problem identification, research as to future HIE developments, problem resolution, management of the HIE, and otherwise as CRISP determines is necessary and appropriate to carry out its obligations under this Agreement, Applicable Law or CRISP's agreement with its Exchange Technology Providers. Subject to Applicable Law, Participant shall not unreasonably refuse to promptly provide the requested information. Subject to Applicable Law, CRISP may also obtain information, including Data, directly from the HIE, including from Messages transmitted through the HIE.

5.04 Response to Legal Process. In the event that CRISP receives a subpoena, summons, warrant, court order or similar legal process (collectively, "Legal Process") that calls for the production or disclosure of Data or Confidential Information of Participant, it shall promptly notify Participant and the parties shall cooperate as to the requested production of the requested Data or Confidential Information, including but not limited to as to submission of Motion for a Protective Order or similar restriction of or relief from the Legal Process ("collectively, a "Protective Order") to the extent practicable. Each party will be responsible for its own costs and expenses as to such a request for a Protective Order. Notwithstanding anything in this Section 5.04, however, CRISP shall be responsible for responding to any such Legal Process however if the failure to take action could, in the reasonable judgment of legal counsel for CRISP, subject CRISP to contempt, sanctions, fines, penalties or other sanctions predicated on a failure of CRISP to comply with Applicable Law as to the Legal Process. The provisions of this Section 5.04 shall

FOR REVIEW

also apply, to the extent appropriate, to Data transmitted using CRISP Services. Specific procedures will be set forth in the Policies and Procedures.

6. Use of CRISP Services.

6.01 Permitted Uses. Recipients may retain, use and re-disclose Data received via CRISP Services in accordance with Applicable Law, and Permitted Purposes.

6.02 Impermissible Purposes. Participant shall not use any CRISP Service or permit any Participant User to use CRISP Services to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any Applicable Law or legal obligation, or for purposes that may create civil or criminal liability in Participant or CRISP, including but not limited to: (i) uses which are defamatory, deceptive, obscene, or otherwise inappropriate; (ii) uses that violate or infringe upon the rights of any other Individual, such as unauthorized distribution of copyrighted material; (iii) "spamming," sending unsolicited bulk e-mail or other messages or sending unsolicited advertising or similar conduct; (iv) threats to or harassment of another; (v) knowingly sending any virus, worm, or other harmful component; (vi) attempt to gain unauthorized access to CRISP's or any Participant's computer system; (vii) impersonating another Individual or other misrepresentation of source; and (viii) any action in violation of HIPAA or state laws relating to the privacy or security of an Individual's medical information.

6.03 Other Prohibited Purposes. Participant or Participant Users may not access or use the Data or any Confidential Information of another party received via CRISP Services to compare patient volumes, practice patterns, or make any other comparison, unless Participant enters into a separate data sharing agreement with the other Participant that is the source of the Data or Confidential Information.

6.04 Requests by CRISP. CRISP may request information from Participant related to potential breach, security or technical issues, and Participant shall not unreasonably refuse to provide information for such purposes. Notwithstanding the preceding sentence, in no case shall Participant be required to disclose PHI to CRISP in violation of Applicable Law. Any information, other than Data, provided by Participant to CRISP in accordance with this Section shall be treated as Confidential Information as described in this Agreement, unless agreed otherwise.

6.05 Compliance. All use of CRISP Services by Participant and Participant Users shall comply with the applicable provisions of this Agreement and Applicable Law. Nothing in this Agreement shall require a disclosure of PHI that is contrary to Applicable Law. Participant and Participant Users shall be solely responsible for their use of CRISP Services and Data sent or received via CRISP Services and maintaining patient medical records, as applicable, in accordance with Applicable Law.

6.06 Confidentiality. Participant agrees to comply with all Applicable Law governing confidentiality, privacy, disclosure and sharing of PHI and other data in its use of CRISP Services. This includes, but is not limited to, Maryland privacy laws, HIPAA and HITECH.

6.07 Cooperation by Participants in Service Evaluations. Participant shall cooperate in studies conducted from time to time by CRISP or its agent related to various issues surrounding CRISP Services, including the efficacy and usefulness of the Services. Such cooperation shall include,

FOR REVIEW

but not be limited to, participation in interviews, the completion of surveys, and the submission of other written or oral evaluations.

6.08 No Ownership in Licensed Technology. Participant and Participant Users have the right to access and use Licensed Services as specified in this Agreement. However, neither Participant nor Participant Users acquire any ownership, license, sub-license or other rights in the Licensed Service or in its underlying technology under this Agreement, either to the extent owned, licensed or provided by CRISP or owned, licensed or provided by the Licensed Technology Provider.

6.09 Other Responsibilities of Participant. In addition, Participant agrees to:

a. Comply, and ensure that each Participant User complies, with this Agreement.

b. Register with CRISP as a participant in CRISP Services as required by CRISP and update its information with CRISP as necessary and required.

c. Provide such identity verification as is required by CRISP from time-to-time.

d. Provide its own web browser and the workstations, desktops, laptops or other hardware, software, and applications as necessary to securely access the internet and CRISP Services.

e. Verify the identity of each Participant User, including identity-proofing under accepted standards in the health care industry for individuals with access to PHI.

f. Permit its registration information to be audited for consistency with other information sources.

g. Be solely responsible for its and its Participant Users use, nonuse and interpretation of any messages it receives using CRISP Services, and the accuracy of any messages it sends, including those messages containing Health Information.

h. Agree to and comply with the Licensed Technology Provider's Terms of Use, as posted on the CRISP Website, as a binding agreement solely between Participant and the Licensed Technology Provider. Failure to comply with the Licensed Technology Provider's Terms of Use shall be grounds for termination of this Agreement.

7. Information Access Policies.

a. Participant will have written policies and procedures for Participant's Participant Users' appropriate access to and use of Participant's System, including the HIE and/or any portal provided in connection with the HIE, which will include policies and procedures relating to uses and disclosures of Data transmitted through the HIE ("Access Policies). These policies and procedures will comply with Applicable Law and will be consistent with this Agreement. In addition, Participant will, and will have policies and procedures which require that Participant Users will, limit their uses and disclosures of CRISP's Confidential Information through Participant's System and/or any portal provided in connection with the HIE or in connection with CRISP Services, which shall be consistent with the provisions of Section 16 of this Agreement as to Confidential Information received pursuant to the Agreement ("Confidentiality Policies"). Participant acknowledges that Access Policies and Confidentiality Policies will differ among Participants. For the purposes of the Agreement and the HIE and CRISP Services, Participant agrees that other Participants may follow their own Access Policies and Confidentiality Policies, subject to compliance with this Section 7(a). CRISP is not

FOR REVIEW

responsible for Auditing or Monitoring Participants,' Participant Users' Access Policies or Confidentiality Policies.

b. CRISP will have written policies and procedures for members of its Work Force specifying appropriate access to and use of Data through the HIE and/or any portal provided in connection with the HIE and Health Data related to CRISP Services as required by Applicable Law ("Access Policies"). In the event that CRISP becomes aware of any violation of the Access Policies as to Data or of Participant, it will proceed as specified in the Business Associate Agreement (Exhibit C), unless the violation is not subject to the Business Associate Agreement, in which case CRISP will proceed as provided for a violation of Confidentiality Policies, as set forth below. CRISP will have policies and procedures which require that members of its Work Force limit uses and disclosures of the Confidential Information of Participant, which shall be consistent with the provisions of Section 16 of this Agreement as to Confidential Information received pursuant to the Agreement ("Confidentiality Policies"). In the event that CRISP discovers a violation of Confidentiality Policies as to Confidential Information of Participant, CRISP will promptly notify Participant, reasonably investigate the incident, and take reasonable and appropriate actions to end and/or mitigate the result of the incident, all in consultation with Participant. For purposes of this paragraph, CRISP's Work Force shall include its employees, agents and subcontractors, including, without limitation, Exchange Technology Providers and Licensed Technology Providers.

8. **Participant Fees.** CRISP will charge Participant fees for the use of the HIE and CRISP Services as set forth in Exhibit D and on the CRISP website.

9. **Participant's System.** Participant shall be responsible, at Participant's sole expense, for assuring that Participant, Participant Users have all equipment, software and other resources necessary for use of the HIE and CRISP Services ("System Requirements"), other than Common HIE Resources as described in Section 1.01 and 1.02 of these Terms and Conditions. CRISP will provide Participant with recommendations as to System Requirements, which may be in the form of standard minimum capabilities, and, upon request, will cooperate reasonably with Participant in assessing the compliance of Participant's System with the System Requirements.

10. **Auditing relating to the HIE.**

10.01 Access Logs. Participant will maintain records of Participant's and Participant Users' access to and use of the HIE in accordance with its usual practices and CRISP will maintain records of it or members of its Work Force's access to and use of the HIE in accordance with its usual practices, provided that in both cases, the usual practices must conform to Applicable Law and with recognized health care industry standards for electronic medical records systems, including maintaining records such as access logs for a reasonable time. Each party will, upon request, provide the other with information from its access logs if reasonably required for the requesting party to comply with Applicable Law. In addition, Participant will not unreasonably refuse to provide CRISP with a copy of information from its access logs if CRISP demonstrates a specific need for such information relating to the operation of the HIE and CRISP will provide Participant with information from its access logs in accordance with the requirements of the Business Associate Agreement attached as Exhibit C. Information from access logs provided pursuant to this Agreement shall be treated as Confidential Information by the recipient subject to the provisions of Section 16 of these Terms and Conditions unless, as to CRISP, the information is subject to the restrictions and protections of the Business Associate Agreement forming a part of this Agreement as Exhibit C, in which case the Business Associate Agreement will govern.

FOR REVIEW

10.02 CRISP Auditing and Monitoring. CRISP will have the right, but not the obligation, to Audit the operations of the HIE, including the right to Monitor Participant's or Participant Users' use of the HIE for operational and technical compliance with the contractual regulatory requirement of the HIE. Such monitoring shall also include producing aggregated usage reports and auditing required by policies and regulations. Information that is obtained by CRISP is Confidential Information, it shall be subject to Section 16 of these Terms and Conditions and to the extent it is Protected Health Information it shall be subject to the attached Business Associate Agreement

10.03 Cooperation with Participant's Review. In the event that Participant has reasonable and demonstrable grounds to believe that CRISP may be failing to operate the HIE in accordance with the Agreement, then upon prior written notice to CRISP stating the grounds in reasonable detail, CRISP will cooperate with a reasonable review of CRISP's operations to the extent necessary to determine if CRISP is not complying with the Agreement, without prejudice to the other rights of CRISP and Participant arising under the Agreement or otherwise as to any such failure by CRISP. The review will not include disclosure of Data or Confidential Information of other Participants, unless permitted by this Agreement or by Applicable Law. Any information which is not Data and is disclosed by CRISP in the course of such a review will be Confidential Information under these Terms and Conditions. Nothing in this Section 10.03 shall be deemed to be an admission of a breach of this Agreement or of Applicable Law by CRISP or shall require CRISP to waive attorney-client privilege or similar legal or evidentiary privileges, in the latter case, as reasonably determined by legal counsel to CRISP.

11. Amendments and Advisory Board Consultation.

11.01 CRISP Right to Amend the Policies and Procedures. CRISP may, in consultation with the Advisory Board amend any provision of the Policies and Procedures relating to the HIE or relating to CRISP Services, including repealing or replacing any provision, as specified in Sections 11.01 through 11.05. Amendments to the Policies and Procedures, except the addition or removal of a Permitted Purpose shall be considered nonmaterial amendments for purposes of Section 11.

11.02 Procedure for the Amendment to the Policies and Procedures and the Terms and Conditions

a. Prior to making an amendment to the Policies and Procedures, CRISP will consult with the appropriate Advisory Committee. CRISP will give due consideration to the input of the Advisory Board as to the need for and the specific terms of the amendment, but the final decision as to the need for and/or the terms of the amendment will be made by CRISP. CRISP shall post amendments to the Policies and Procedures to the CRISP website and provide 30 days notice to participants prior to the amendment(s) effective date.

11.03 Material and Non-Material Amendments to the Terms and Conditions. Unless stated otherwise in these Terms and Conditions, an amendment will be Material for the purposes of this Section 11 if, the amendment can reasonably be foreseen to: (i) have a significant adverse impact on the use of the HIE by its Participants; or (ii) require material modification of agreements with Participants and their respective Participant Users, or vendors or licensors of Participant's Systems in a way or at a time that would not have been experienced by the Participant absent the amendment and that can be reasonably foreseen to involve unreasonable effort or expense on the part of Participants; (iii) require material modification of core practices relating to medical information of Individuals or storage and access to patient records of Individuals in a manner that

FOR REVIEW

would not have been experienced by the Participant absent the amendment; (iv) result in reasonable and legitimate concerns to Participants related to the confidentiality, integrity, availability, privacy or security of Participants' Data, or (v) otherwise impose a significant and demonstrable burden not otherwise described above, unless, in all the foregoing cases, the amendment is demonstrably required for compliance by the HIE or Participant with Applicable Law. The specifics of calculation of majority of Participants by CRISP and other aspects of the implementation of this Section 11.03 shall be specified in the Policies and Procedures. Any amendment that is not Material will be deemed Non-Material for purposes of this Section 11.03

11.04 Procedure for Amendments.

a. If the amendment to the Terms and Conditions is Material, CRISP will provide notice to Participant in accordance with Section 22.02 and through posting the amendment and its effective date on the CRISP Website, in both cases, at least ninety (90) days prior to the effective date of the amendment. CRISP shall allow Participants thirty (30) days from the date of the initial posting of the notice on the CRISP Website to submit written comments to CRISP regarding the amendment. Comments are not Confidential Information and may, but are not required to be, posted on the CRISP Website. Within sixty (60) days of the initial posting notice of the amendment on the CRISP Website, CRISP shall consider and evaluate written comments received during the comment period and make any revisions to the proposed amendment that are deemed reasonable and necessary by CRISP, after consultation with the Executive Committee of the Board. Participants shall have thirty (30) days from the date of the publication of the final proposed amendment to advise CRISP in writing if the Participant objects to the proposed amendment. If more than one-quarter (1/4) of all Participants or one-quarter (1/4) of an identifiable category or categories of Participants object to the proposed amendment, then the amendment shall not go into effect. Otherwise, the amendment shall become effective sixty (60) days after the publication of the final proposed amendment to the CRISP Website, unless CRISP withdraws the amendment prior to such date.

b. In all events, CRISP will provide Participant with a follow-up email notification of the final amendment to Participant's Designated Contact and its effective date a reasonable time in advance of the effective date, normally thirty (30) days, upon its determination by CRISP in accordance with this Section 11.04.

c. If the amendment to the Terms and Conditions is not Material, CRISP will provide notice of the amendment to Participant through posting the amendment and its effective date on the CRISP Website at least thirty (30) days prior to the amendment's effective date and the amendment will be effective on the date and terms posted by CRISP on the CRISP Website, without further process. CRISP will also provide contemporaneous email notification to the Participant's Designated Contact of the amendment and the effective date when CRISP posts the amendment on the CRISP Website.

11.05 Amendments Required to Maintain HIE Stability or the Integrity or Functionality of CRISP Service or to Comply with Applicable Law. Notwithstanding the foregoing, if an amendment to the Policies and Procedures or to these Terms and Conditions is required, in the reasonable judgment of CRISP, after consultation with the Advisory Board, to be immediately required for the continued technological functioning of the HIE or to comply with the provisions of Applicable Law or regulations, CRISP may shorten the periods of time specified in Sections 11.04(a) or (b) to such period of time as CRISP reasonably determines appropriate under the circumstances, but no less than a total period of thirty (30) days for Material amendments or a total period of ten (10) days for Non-Material amendments. In the event of such a determination,

FOR REVIEW

the various time periods specified in Section 11.04(a) for Material amendments will be shortened proportionately, if applicable.

11.06 Participant Right to Terminate Participation. If, as a result of an amendment made by CRISP in accordance with this Section 11 to either the Policies and Procedures or to these Terms and Conditions, Participant will not be able to comply with the Agreement and/or the HIE Policies and Procedures as amended, or if Participant does not otherwise wish to continue participating in the HIE after the amendment becomes effective, in both cases whether the amendment is Material or Non-Material, then Participant may terminate its participation in the HIE in accordance with Section 20.02(b.) except that such termination shall be effective as of the effective date of the amendment so long as notice is received by CRISP at least ten (10) business days prior to the effective date of the Amendment, otherwise the termination will be effective ten (10) days after its receipt by CRISP.

12. General Requirements for Participants.

12.01 Responses to HIE Messages. Participant will provide, through the Central Data Service, a response that complies with these Terms and Conditions and Applicable Law to a Message that seeks Data for Permitted Purposes under Section 3.02.

12.02 Participant Users and Subscribed Users. Participant is responsible for establishing a means to inform its Participant Users of notices, changes, information and restrictions applicable to the HIE or to the CRISP Services under this Agreement. Participant shall require that all of its Participant Users comply with the applicable requirements of this Agreement and Applicable Law and shall promptly take appropriate action in the event that Participant knows, or reasonably should have known, of a violation of the Agreement by a Participant User. Participant will be responsible for any breach of this Agreement by a Participant User. Participant agrees that notices provided by Participant will be effective as to Participant, Participant Users and that Participant will secure Participant Users' agreement to the foregoing.

12.03 Grant of License to Data and to Health Data to CRISP and Other Participants. Participant hereby grants, separately to each of CRISP and all other Participants, an irrevocable, non-exclusive, royalty-free right and license to use all Data and Confidential Information that was provided by Participant to the Recipient through the HIE and to all Data or Confidential Information that is sent using CRISP Services during the term of this Agreement, which will survive the termination or expiration of this Agreement. Nothing in the grant of a license shall be deemed to limit the provisions of this Agreement or of Applicable Law that makes Data or incorporated into a Recipient's medical records, or Participant's other data or databases, the property, and the legal responsibility, of the Recipient.

13. License to Common HIE Resources and Central Data Service.

13.01 Limited License to Common HIE Resources. Participant is hereby granted a non-exclusive, non-transferable, non-sub licensable, revocable in accordance with Section 20.03 and the termination provisions therein, limited license to Common HIE Resources and associated Documentation, and an exclusive, non-transferable, non-sub licensable, revocable in accordance with Section 20.03 and the termination provisions herein, limited license to the Central Data Service as described in Sections 1.01 and 1.02 these Terms and Conditions and any associated Documentation, in both cases during the term of the Agreement and solely as permitted by the Agreement. Without limiting the generality of the foregoing, Participant will not use the HIE for purposes of providing services to any third party whether or not for compensation.

FOR REVIEW

Contemporaneously with its delivery of the Common HIE Resources, CRISP shall provide Documentation, or access to Documentation, for the Common HIE Resources that is reasonably detailed and complete and that accurately describes the functional and operational characteristics of the HIE and Common HIE Resources. "Documentation" shall include any and all available user manuals, vendor publications and other materials describing the functions, specifications, requirements, user obligations, operations, performance and capabilities of the Common HIE Resources and the HIE.

13.02 Disclaimer of Warranties**.**

a. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE COMMON HIE RESOURCES, CRISP SERVICES, AND DATA PROVIDED THROUGH THE HIE, EXTERNAL HIE AND CRISP SERVICES, RESPECTIVELY, ARE PROVIDED "AS IS," AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CRISP AND THE EXCHANGE TECHNOLOGY PROVIDERS AND LICENSED TECHNOLOGY PROVIDERS EACH DISCLAIM ANY WARRANTY OR WARRANTIES, EXPRESS OR IMPLIED (OTHER THAN THE WARRANTIES INCLUDED HEREIN), INCLUDING, BUT NOT LIMITED TO: (i) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) THAT THE COMMON HIE RESOURCES, CRISP SERVICES OR THE DATA PROVIDED THROUGH THE HIE, EXTERNAL HIE OR CRISP SERVICES WILL PERFORM IN A MANNER THAT IS, OR WILL BE, ERROR-FREE; (iii) THAT THE AVAILABILITY OF THE HIE OR CRISP SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR INTERRUPTIONS WILL BE CORRECTED; AND/OR (iv) THAT THE HIE OR CRISP SERVICES WILL ENABLE PARTICIPANT TO COMPLY WITH ANY GOVERNMENTAL OR THIRD PARTY AGREEMENTS OR TO QUALIFY FOR ANY GOVERNMENTAL OR THIRD PARTY INCENTIVES RELATED TO ELECTRONIC HEALTH CARE RECORDS, INCLUDING BUT NOT LIMITED TO "MEANINGFUL USE" UNDER FEDERAL LAW. THE FOREGOING IS FOR THE BENEFIT OF CRISP AND THE EXCHANGE TECHNOLOGY PROVIDERS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CRISP OR ELSEWHERE WILL CREATE ANY WARRANTY UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.

b. THE DATA PROVIDED BY PARTICIPANT THROUGH THE HIE, EXTERNAL HIE AND CRISP SERVICES ARE PROVIDED "AS IS," AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PARTICIPANT AND ITS PARTICIPANT USERS EACH DISCLAIM ANY WARRANTY OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) THAT THE DATA OR THE HEALTH DATA PROVIDED THROUGH THE HIE, EXTERNAL HIE OR CRISP SERVICES WILL BE ACCURATE OR ERROR-FREE; (iii) THAT THE AVAILABILITY OF THE DATA WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR INTERRUPTIONS WILL BE CORRECTED; AND/OR (iv) THAT THE DATA WILL ENABLE A PARTICIPANT TO COMPLY WITH ANY GOVERNMENTAL OR THIRD PARTY AGREEMENTS. THE FOREGOING IS FOR THE BENEFIT OF PARTICIPANT AND PARTICIPANT USERS OR SUBSCRIBED USERS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PARTICIPANT, PARTICIPANT USERS OR SUBSCRIBED USERS OR ELSEWHERE WILL CREATE ANY WARRANTY.

13.03 Services Warranty. CRISP represents and warrants to Participant that CRISP shall perform all services related to the HIE, an External HIE, and CRISP Services hereunder in a

FOR REVIEW

commercially reasonable manner and in accordance with industry practices and standards generally applicable to such services; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.

14. Conditions Related to Exchange of Data and Health Data.

14.01 No Business Associate Relationships. The Data transmitted through the HIE or CRISP Services may contain PHI or other information about an Individual that is subject to HIPAA and other provisions of Applicable Law. CRISP is a Business Associate of Participant as to activities contemplated by the Agreement and will comply with the Business Associate Agreement attached as Exhibit C. The parties agree that Other Participants are not Business Associates of Participant with respect to the HIE, an External HIE or CRISP Services or their activities pursuant to Agreement. The parties acknowledge and agree that, as to Participant, CRISP and the Other Participants are independent entities using the HIE and the CRISP Services for Permitted Purposes in accordance with the Agreement and Applicable Law.

14.02 Data Subject To Special Restrictions. Notwithstanding any provision of the Agreement to the contrary, Participant agrees that, to the extent any Data that is available through its System is subject to special restrictions on use and/or disclosure under Applicable Law or requires specific consent or authorization from the subject Individual under Applicable Law before being used or disclosed for or through the HIE, External HIE or CRISP Services, such Data will shared through Central Data Service unless Participant has determined that providing the Data in response to the Message will comply with such Applicable Law and/or Participant has obtained any required consent or authorization from the subject Individual. By way of example, and not for limitation, Data subject to special restrictions includes Alcohol and Drug Abuse Patient Records regulations published at 42 CFR Part 2, or psychotherapy notes as defined in the HIPAA Privacy Rule at 45 CFR 164.500. Participant is solely responsible for determining the applicable special restrictions provided for under Applicable Law as to Participant, Participant Users and Data in Participant's System for purposes of Participant's compliance with this Section 14.02. In addition, Participant may elect not to disclose Data to the HIE relating to "Sensitive Personal Information" as defined in the Policies and Procedures or and may choose not to disclose other personal information if such disclosure is contrary to the documented policies of the Participant. To the extent an External HIE Exchange has specific conditions or obligations relating to Data subject to special restrictions that are pertinent to the above, Participant is responsible for compliance.

14.03 Report of Prohibited Use or Disclosure.

a. In the event that Participant determines that the Data transmitted through the HIE or CRISP Services has been requested, used or disclosed by Participant or by a Participant User in a manner that does not comply with Applicable Law and/or the provisions of the Agreement, Participant will, in its reasonable discretion, take appropriate action consistent with the requirements of Applicable Law, and, consistent with bona- fide attorney-client or similar evidentiary privileges, provide notification to CRISP of the non- compliant use or disclosure in sufficient detail to allow CRISP to take remedial steps, including steps directed at preventing a reoccurrence, and cooperate with CRISP in assessing and taking reasonable and appropriate responsive measures. No notification under this Section 14.03 will be deemed to be an admission of fault or liability by Participant.

b. In the event that CRISP determines that the Data of Participant transmitted through the

FOR REVIEW

HIE has been requested, used or disclosed by CRISP in a manner that does not comply with Applicable Law and/or the provisions of the Agreement, consistent with bona-fide attorney–client privilege, CRISP will notify Participant of the event, including a summary of the relevant facts, within two (2) business days of the determination and will cooperate with Participant as to further investigation or responsive action requested or taken by Participant. No notification under this Section will be deemed to be an admission of fault or liability by CRISP.

c. Notwithstanding the foregoing, if the Data is Protected Health Information, the provisions of the Business Associate Agreement (Exhibit C) will govern over any inconsistent or less stringent provisions of this Section 14.03.

d. In addition to the foregoing, in the event Data which is or contains personal information such as a social security numbers, drivers' license numbers or financial or similar information in association an Individual's first name or initial an last name ("Personal Information") that is subject to Applicable Law requiring notification of the subject Individual or Individuals of use or disclosure that does not comply with the requirements of Applicable Law, including the unauthorized acquisition of Data that compromises the security, confidentiality or integrity of the Personal Information CRISP shall promptly notify Participant of the breach and cooperate with Participant in remediation efforts and in providing required notifications.

e. To the extent an External HIE Exchange has specific conditions or obligations relating to prohibited uses or disclosures of Data, Participant is responsible for compliance. Without limiting the foregoing, CRISP may provide those special conditions or obligations in the Policies and Procedures.

15. Representations and Warranties. Participant and CRISP hereby represent and warrant as set forth in this Section:

15.01 Accurate Information. During the term of the Agreement, each party will make reasonable efforts to provide the other party with information that is reasonably requested by the other party and is necessary for the other party to discharge its responsibilities or to operate the HIE or to utilize CRISP Services under the Agreement or Applicable Law. Each party reserves the right to confirm or otherwise verify, in its sole discretion, the completeness and accuracy of any information provided by the other party at any time, and the other party will reasonably cooperate with such efforts.

15.02 Compliance with the Agreement By Agents or Independent Contractors. To the extent that Participant or CRISP subcontracts or delegates its duties under the Agreement to a third party agent or independent contractor (by contract or otherwise) and such third party will maintain, create, receive, transmit or have access to Data from the HIE or from CRISP Services, the subcontract or delegation will be in writing and the third party will agree to the material restrictions and conditions that apply through the Agreement to Participant as well as the restrictions and conditions required by Applicable Law, including HIPAA as to Subcontractors. CRISP may satisfy the requirements of this Section by entering into a Business Associate Agreement with the third party with the same material restrictions and conditions as the Business Associate Agreement between CRISP and Participant. The foregoing shall not be construed to confer on a party any right to subcontract or delegate any rights or responsibilities under the Agreement except as expressly provided in these Terms and Conditions. Participant Users are not considered agents or Subcontractors for the purposes of this Section 15.02 but are subject to the other

FOR REVIEW

requirements specified in this Agreement, including Sections 7 and Section 15.03.

15.03 Agreements with Participant Users. Participant will have, during the term of this Agreement, enforceable agreements with its Participant Users that require the Participant User to comply with the relevant terms of the Agreement and Applicable Law as to use of the HIE and Use and Disclosure of Data from the HIE and CRISP Services and any Participant User requirements contained in the Policies and Procedures. Such agreement with Participant Users may take the form of Participant's general written policies and procedures (including policies and procedures promulgated pursuant to HIPAA), so long as such policies and procedures satisfy the foregoing requirements and constitute an enforceable agreement with Participant Users.

15.04 Accuracy of Data**.** At the time of transmission, to the best of the knowledge of Participant, the Data that Participant transmits through the HIE is an accurate representation of the Data contained in, or available through, Participant's System, subject to the provisions of Section 14.02 relating to Data subject to special restrictions. At the time of transmission, to the best of the knowledge of CRISP, the Health Data that is transmitted through CRISP Services is an accurate representation of the Data provided by the sending Participant.

15.05 Authority to Transmit Data. Participant has all legal rights in and to all Data that it makes available to CRISP, through the HIE or CRISP Services that are necessary or advisable to grant the rights set out in the Agreement.

15.06 Use of Data. Participant will use the Data received from the HIE, External HIE, and CRISP Services only for Permitted Purposes in accordance with the provisions of the Agreement, provided that after Data is initially received by Participant through the HIE, External HIE or CRISP Services and it becomes part of the Participant's records, other data or databases, such Data shall no longer be subject to the terms of this Agreement and shall be considered to be Participant's data for all purposes. The foregoing will not apply to transfers of an Individual's Data to the Individual's PHR, so long as such transfer is a Permitted Use and complies with the CRISP Policies and Procedures. After Data is initially received by Participant through CRISP Services and it becomes part of the Participant's records, including medical records or other data or databases, such Data shall no longer be subject to the terms of this Agreement and shall be considered to be Participant's Data for all purposes.

15.07 Compliance with Applicable Laws. (a) Each party will, at all times, fully comply with all Applicable Laws relating to the Agreement, the HIE and CRISP Services, the exchange of Data for Permitted Purposes and the use and disclosure of Data, including, without limitation, the requirements described in Section 15.02 as to Subcontractors. To the extent CRISP is a Health Information Exchange ("HIE") subject to regulation under HIE Regulations of the Maryland Health Care Commission, CRISP shall operate in compliance with such HIE Regulations. (b) In connection with the operation of the HIE by CRISP or its use by Participants and Participant Users, CRISP and Participant agree that they will not engage in any practices constituting Information Blocking as prohibited by the 21st Cures Act (42 U.S.C: 300 jj-52) and its implementing regulations.

15.08 Absence of Investigations; No Exclusion/Debarment. The Participant and CRISP, respectively, agree, represent, and warrant for themselves as stated below, as of the Effective Date and at all times during the term of the Agreement:

a. By Participant, that Participant has not received an adverse determination or a sanction or penalty from any federal, state, local or international regulatory or law enforcement

FOR REVIEW

organization finding a violation of Applicable Law related to the privacy or security of Data involving the CRISP HIE or CRISP Services (an "Adverse Determination"). By CRISP, that CRISP has not received an Adverse Determination or a sanction or penalty from any federal, state, local or international regulatory or law enforcement organization finding a violation of Applicable Law related to the privacy or security of Data involving the CRISP HIE or CRISP Services. In the event that either party receives formal notice of a proposed Adverse Determination from a body described above, it will inform the other party of the notice and provide relevant details, subject to bona-fide advice of legal counsel as to preservation of attorney-client privilege or other bona-fide legal interests of the party, so that the other party can take appropriate remedial or other responsive action to protect its interests and rights under this Agreement or otherwise. The parties agree that the provisions of this Section apply only to Adverse Determinations relating to Data involving the HIE Data involving CRISP Services. No information provided pursuant to this Section will be deemed to be an admission of fault or liability by the party providing it. All information provided by a party under this Section 15.08(a) will be treated as that party's Confidential Information under Section 16 and will be subject to disclosure by the receiving party only as provided in Section 16.

b. CRISP warrants that neither CRISP nor any of its employees is currently ineligible to participate in federal health care programs or federal procurement or non- procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate. CRISP warrants that neither it nor any of its employees has been convicted of any of the following offenses but has not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in federal health care programs or federal procurement or non- procurement programs: Program-related crimes; crimes relating to patient abuse; felony conviction relating to health care fraud; or felony conviction relating to controlled substances. If CRISP furnishes goods/services/products from other vendors/contractors/suppliers (including Exchange Technology Provider or Direct Technology Providers), CRISP further warrants that it will require, through contract, that each vendor/contractor and/or supplier shall similarly warrant that the vendor/contractor/supplier and its employees are not ineligible to participate in federal health care programs or federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate, and that neither the vendor/contractor/supplier or any of its employees has been convicted of any of the following offenses but has not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in federal health care programs or federal procurement or non-procurement programs: Program-related crimes; crimes relating to patient abuse; felony conviction relating to health care fraud; or felony conviction relating to controlled substances. The foregoing warranties do not apply to External HIEs or their employees or participants. Such warranties may be made in External HIE materials.

15.09 Authority. CRISP represents and warrants to Participant that CRISP has the full power and authority to license or sublicense all Common HIE Resources and associated Documentation licensed to Participant hereunder and to provide CRISP Services, including any Licensed Services, without violating any rights of a third party.

15.10 Notice and Termination. Each party will immediately notify the other if, during the term of this Agreement, any representation or warranty by the notifying party under this Section 15

FOR REVIEW

becomes inaccurate and/or untrue. The receiving party of such notice may immediately terminate this Agreement, on notice to the other party, if the receiving party deems it appropriate.

16. Confidential Information.

a. CRISP and Participant each agree that as a Recipient each will hold all Confidential Information of the other in confidence and will not, during the term or after the termination of the Agreement, disclose to a third-party, nor use for its own business or benefit, any Confidential Information obtained by it from the other in connection with the Agreement unless such use or disclosure is contemplated by the Agreement, is required by Applicable Law, or is agreed to by the disclosing party, subject to Section 16(b) below. The Recipient may use and disclose the other party's Confidential Information internally, to members of its workforce or to consultants and advisors who are under an obligation to protect the confidentiality of the Confidential Information in a manner consistent with the Agreement or where required to comply with Applicable Law. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing party or will be destroyed by the Recipient with a certificate of destruction signed by an officer of the Recipient provided to the disclosing party. Notwithstanding the foregoing, a party may retain one copy of the other party's Confidential Information to the extent reasonably necessary to document matters relating to this Agreement for legal or insurance reasons or for similar purposes; provided that the restrictions of this Section 16 shall continue to apply to such retained copy.

b. If the Recipient becomes aware of any unauthorized use or disclosure of the Confidential Information of the disclosing party, the Recipient shall promptly and fully notify the disclosing party of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Recipient or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information of the disclosing party, the Recipient shall provide the disclosing party with written notice of any such request or requirement as much in advance of required disclosure as is practicable, along with any available details regarding the request or requirement, so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Notwithstanding the foregoing, the Recipient shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

17. Disclaimers.

17.01 Reliance on Data and Other Information. Each party acknowledges and agrees that: (i) any Data and other information provided by, or through, the HIE and External HIE is drawn from numerous Participants and other Data Sources that are not under the control or supervision of CRISP or Participant; (ii) other Participants and Data Sources have only represented that, at the time Data is transmitted by the responding Participant or Data Source, the information and Data transmitted is an accurate representation of the Data that is contained in, or available through, the responding Participant's System or the Third Party Data Source's records; (iii) Data provided through the HIE or an External HIE may not include all clinically relevant Data, since, among other things, not all Participant's Data will be in electronic form and Data provided to the HIE is subject to the limitations set forth in this Agreement; and (iv) that the content and accuracy of the Data provided through the Licensed Service is solely the responsibility of the Participant that

FOR REVIEW

sends it. Nothing in the Agreement or otherwise will impose responsibility or liability on Participant, CRISP and/or the HIE, External HIE, other Participants or a Data Source related to the accuracy, content or completeness of any Data or other information provided pursuant to the Agreement, in connection with a Message, through the Licensed Service or otherwise.

17.02 Reliance of Specific Participants or Third Party Data Sources. Participant acknowledges that other Participants, and Third Party Data Sources may join or leave the HIE, External HIE and/or CRISP Services at any time; therefore, Participant may not rely upon the availability of a particular Participant's or Data Source's Data..

17.03 Incomplete Data. Each party acknowledges that Data received in response to a Message will not include the Individual's full and complete medical record or history. Such Data will only include that Data available for exchange through the HIE, External HIE or sent through CRISP Services in accordance with the Agreement.

17.04 Patient Care. Each party acknowledges that Data or obtained through HIE, External HIE, or CRISP Services is not a substitute for the clinical judgment of the subject Individual's health care provider(s) or for a review of other medical records available to a Participant as to the subject Individual. All Participants and Participant Users are responsible for obtaining whatever information, including Data from sources other than the HIE or CRISP Services, deemed necessary for the proper treatment of the Individual under the applicable standard of care. Each Participant and each Participant User shall be solely responsible for its/his/her decisions and actions taken or not taken involving patient care, utilization management, and quality management for patients, including those resulting from, or in any way related to, the use of the HIE, External HIE, or CRISP Services or the Data made available through the HIE, External HIE or CRISP Services. Neither CRISP nor other Participants or Third Party Data Sources assume any control over or responsibility for the clinical decision making as to any patient of Participant. Further, Participant and its Participant Users assume no control over or responsibility for the clinical decision making as to any patient of other Participants.

17.05 Benefit. The provisions of this Section 17 are expressly for the benefit of CRISP, the Participant, the HIE, External HIEs and other Participants and Third Party Data Sources.

18. Limitation of Damages.

a. IN NO EVENT WILL A PARTY, EXTERNAL HIE, OR AN EXCHANGE TECHNOLOGY PROVIDER OR LICENSED TECHNOLOGY PROVIDER IN THE CASE OF CRISP, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE OF PARTICIPANT'S SYSTEM OR LOSS OF DATA OR PROFITS OR FOR BUSINESS INTERRUPTION, OR FOR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, PERFORMANCE OR OPERATION OF THE HIE OR CRISP SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

b. A PARTY'S, OR AN EXCHANGE TECHNOLOGY PROVIDER'S OR

FOR REVIEW

LICENSED TECHNOLOGY PROVIDER'S IN THE CASE OF CRISP, TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FROM ALL CAUSES OF ACTION AND ON ALL THEORIES OF LIABILITY, WILL BE LIMITED TO, AND WILL NOT EXCEED, THE PARTICIPANT FEES PAID AND TO BE PAID TO CRISP BY PARTICIPANT UNDER THIS AGREEMENT DURING THE INITIAL TWO YEAR TERM OF THIS AGREEMENT AND DURING ANY RENEWAL TERM FOR THE HIE OR FOR CRISP, DEPENDING ON WHICH OF THE HIE OR CRISP SERVICES IS THE BASIS FOR THE CAUSE OF ACTION OR OTHER THEORY OF LIABILITY; PROVIDED THAT THE FOREGOING SHALL NOT BE DEEMED TO EXTEND ANY APPLICABLE STATUTE OR LIMIT OR MODIFY THE PROVISIONS OF SECTION 14.02 or 19(a).

c. Notwithstanding anything to the contrary herein, the limitations of liability in this Section 18 shall not apply to any claims, suits, liabilities or damages arising out of or relating to any of the following: (i) a party's grossly negligent or willful breach of this Agreement or of the Business Associate Agreement attached hereto as Exhibit C; (ii) personal injury (including death) or property damage caused by a party or its employees or agents, or (iii) a party's grossly negligent or willful misconduct. Different provisions may apply to an External HIE or its participants which may be described in External HIE Materials and may also be described in Policies and Procedures.

19. Participant Liability.

19.01 Participant Liability. Participant shall have no responsibility for or relating in any way to the acts or omissions of CRISP, its Exchange Technology Providers or Licensed Technology Providers and other agents, other Participants, Participant Users, or Data Sources or for compliance by any of the foregoing entities with Applicable Law, including but not limited to the Data requested or provided by the other Participants. Nothing in this Section 19.01 shall be construed to (a) limit the Participant's ability to contractually allocate liability as among the Participant itself and its Participant Users CRISP, External Exchange, or Licensed Technology Providers and/or other subcontractors of the parties, or (b) waive any rights or defenses available under Applicable Law in any action that may arise in connection with the Agreement.

19.02 CRISP Liability. CRISP shall have no responsibility for or relating in any way to the acts or omissions of Participant, another Participants, Participant Users, an External HIE, a Data Source or a transmitter of a secure email using the Direct Service in connection with the Agreement or resulting from any Participant's, Participant User's or, a Data Source or a transmitter or Recipient of a secure email using the Direct Service's actions or failures to act in compliance with this Agreement or Applicable Law, including but not limited to the Data requested or provided by a Participant. Nothing in this Section 19.02 shall be construed to (a) limit the CRISP's ability to contractually allocate liability as between CRISP itself and its Exchange Technology Providers or Licensed Technology Providers or other subcontractors, or (b) waive any rights or defenses available under Applicable Law in any action that may arise in connection with the Agreement.

20. Term, Suspension and Termination.

20.01 Term. The initial term of the Agreement shall be for a period of two (2) years commencing on the Effective Date. Upon the expiration of the initial term, the Agreement shall automatically

FOR REVIEW

renew for successive one (1) year terms unless terminated pursuant to this Section 20 or as otherwise provided herein.

20.02 Termination by Participant. Participant may terminate the Agreement as follows:

a. At any time, with or without cause, by giving CRISP at least thirty (30) days prior written notice;

b. As provided for in Section 11.06, in which case the notice of termination will identify Section 11.06 as the provision relied upon;

c. Immediately upon written notice, in the event CRISP terminates its operation of the HIE or terminates specific categories of Participants that include Participant from participation in the HIE or terminates to provision of any CRISP Service, but in each case, only as to the service or services terminated;

d. Immediately upon written notice, in accordance with Section 15.10;

e. Immediately upon written notice, in accordance with Section 20.04(e);

f. Immediately upon written notice, in the event of the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against CRISP under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States (or any state thereof), if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; the insolvency or making of an assignment for the benefit of creditors or the admittance by CRISP of any involuntary debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of CRISP not involving the United States Bankruptcy Code; or any corporate action taken by the Board of Directors of CRISP in furtherance of any of the above actions;

g. As otherwise provided in the Agreement or by Applicable Law; or as otherwise provided in agreements with External HIEs

h. At the expiration of the notice period, CRISP will remove Participant from the Participant Index, the Provider Directory and the Physician Address Book and terminate Participant's and Participant's Permitted Users' ability to access and use the HIE or t CRISP Services (except a right to access and use the HIE and/or CRISP Services through a different Participant, if any). At CRISP's option, CRISP may provide notice of such removals to the other Participants on the CRISP Website.

20.03 Termination by CRISP. CRISP may terminate the Agreement and Participant's participation in the HIE and/or CRISP Service as follows:

a. Immediately upon written notice, in accordance with Section 15.10;

b. Immediately upon written notice, in accordance with Section 20.04(e);

c. In the event a Participant is in material breach of the Agreement (specifically including the Policies and Procedures) and such default has not been cured within thirty (30) days following receipt by Participant of written notice from CRISP describing the breach in

FOR REVIEW

reasonable detail;

d. In the event CRISP terminates operation of the HIE or terminates specific categories of Participants that include Participant from participation in the HIE, or terminates some or all CRISP Services, in all such cases on no less than ninety (90) days written notice to Participant. For clarity, notwithstanding any other provision of this Section 20, if CRISP terminates only the provision of the HIE or only the provision of CRISP Services (the "Terminated Service"), it may, by specifically stating in the notice to terminate under this Section 20.03(d), only terminate this Agreement as to the Terminated Service and keep the remaining provisions of this Agreement in force; or

e. As otherwise provided in the Agreement or by Applicable Law.

20.04 Suspension.

a. In the event that CRISP reasonably determines that Participant or a Participant User has materially breached, or is demonstrably and imminently about to materially breach, its obligations under this Agreement and that such breach will or is reasonably likely to, cause Material Harm, as defined in Section 20.04(d), then without prejudice to its other rights under the Agreement or Applicable Law, CRISP may summarily suspend Participant's or the Participant User's right to access the HIE and/or to use CRISP Services, pending Investigation, as specified in Section 20.04(e), provided that CRISP will provide such reasonable prior written notice of such suspension to Participant (which may be by email to Participant's Designated Contact) as is deemed reasonable in the circumstances and, if prior written notice is not feasible in the reasonable judgment of CRISP, will provide written notice to Participant as soon as possible following the suspension. In addition, in the event prior written notice is determined not to be feasible, prior to implementing the suspension, CRISP will attempt to contact Participant's Designated Contact by telephone and advise the Designated Contact of the pendency of, and the basis for, the suspension. Separate or different procedures may apply with respect to an External HIE, which may be described in External HIE Materials or as described in the CRISP Policies and Procedures.

b. In the event that Participant determines that there is a reasonable likelihood that CRISP has materially breached, or is about to materially breach, its obligations under this Agreement and that such breach will cause Material Harm, as defined in 20.04(d), then without prejudice to its other rights under the Agreement or Applicable Law, Participant may summarily suspend the drawing and use of Participant's Data in accordance with Section 1.02(b), pending Investigation, as specified in Section 20.04(e). Participant will provide prompt written notice to CRISP of the suspension.

c. The party providing the notice of suspension under this Section 20.04 will provide the recipient with a summary of the reasons for the suspension, in reasonable detail, with the notice.

d. Material Harm shall be: (i) imminent and substantial harm to another Individual or organization, including, but not limited to, a Participant, a Participant User, , CRISP, the HIE, CRISP Services, an External HIE or an Individual; or (ii) a material violation of the provisions of Applicable Law as to Data, the provisions of Section 16 as to Confidential Information, or the Business Associate Agreement attached hereto as Exhibit C.

e. An Investigation will be undertaken promptly and the party subject to the Investigation will

FOR REVIEW

reasonably cooperate with the Investigation, subject to advice of legal counsel representing party in order to protect attorney-client privilege or other bona-fide legal interests of the party. The party subject to the Investigation shall respond to the suspension notice with a detailed plan of correction or a detailed objection to the suspension within ten (10) business days of its receipt of the notice of suspension. If a party timely submits a plan of correction, the recipient will have ten (10) business days to review and either accept or reject the plan of correction. If the plan of correction is accepted, the suspension will be lifted promptly. If the plan of correction is rejected, the suspension will continue, and the parties may negotiate a mutually acceptable plan of correction. In all cases, however, if the parties cannot reach agreement on a plan of correction within thirty (30) business days of the receipt of the notice of suspension or if the party receiving the notice fails to timely respond to the notice of suspension as set forth in this Section, the suspension may be made indefinite, subject to the right of the suspending party to immediately, without further notice and opportunity to cure, terminate this Agreement for cause.

20.05 Effect of Termination. Upon the expiration or termination of the Agreement for any reason, Participant shall cease to be a Participant and neither Participant nor its Participant Users shall have any rights to access or use the HIE, an External HIE or CRISP Services (unless a Participant User has an independent right to access the HIE, External HIE or CRISP Service through another Participant). CRISP shall remove a terminated Participant from the Participant Index, its Provider Directory and its Physician Address Book and from CRISP Services. At CRISP's option, CRISP may provide notice of such removal to the other Participants on the CRISP Website.

20.06 Retention of Data on Termination. To the extent a Participant has provided Data, or other information to a Recipient (including CRISP), such Data or will be merged with the Recipient's Data, Health Data or the Recipient's other information such that returning or destroying the Data at the termination of the Agreement is infeasible. In addition, CRISP and the other Recipients may be required to retain such Data, or information for legal or regulatory reasons. Recipients are not required to return or destroy such Data or other information, and may retain it in accordance with Recipient's document and data retention policies and procedures, subject to the requirements of Applicable Law.

20.07 Transition Following Expiration or Termination. In the event of a termination or expiration of this Agreement for any reason, during the pre-termination notice period and for a period of up to ninety (90) days after the effective date of such termination, CRISP will provide, upon written request by Participant, a reasonable amount of transition services with respect to Replacement Functionalities ("Transition Services"). Replacement Functionalities are Participant's; (i) participation in another health information exchange serving Maryland residents; (ii) in-sourcing responsibilities or transitioning responsibility to a third-party for transfers of Data to PHRs if such transfers were a Permitted Use as of the date of termination; or (iii) in-sourcing or transitioning to a third party means for receipt of Push Messages previously available through the CRISP HIE from third parties such as clinical laboratories or radiology-imaging providers and/or obtaining another arrangement for the availability of CRISP Services. The provision of Transition Services shall not require CRISP to incur any out-of-pocket expenses. Transition Services will, in general, consist of helping Participant assess key elements of its needs as to Replacement Functionalities such as; (a) Participant's System characteristics; (b) assisting the Participant in identifying possible sources of appropriate Replacement Functionalities; (c) assisting Participant in making initial contact with such possible replacements; and (d) such other assistance as shall be determined appropriate by CRISP. CRISP makes no guarantee as to the availability of Replacement Functionalities, and Participant is solely responsible for evaluating and negotiating an appropriate arrangement with any such source of Replacement Functionalities. CRISP may

FOR REVIEW

make Transition Services available through on-line tools, information and other similar resources. All Transition Services are subject to the applicable provisions of these Terms and Conditions which survive termination as specified in Section 22.05. Transition Services will not apply to the Licensed CRISP Services. The foregoing shall not apply to termination in an External HIE or Participant's participation in an External HIE.

21. **Cooperation.** Participant understands and acknowledges that operation of the HIE may periodically involve interaction between Participant and CRISP or another Participant's employees, agents and third party contractors, vendors or consultants. Participant shall, without charge or fee; (a) cooperate reasonably with CRISP, other Participants and any such third parties with respect to such activities as they relate to the Agreement, subject to Applicable Law; (b) provide such information to CRISP, each other Participant or such third parties as they may reasonably request for purposes of activities related to the Agreement, subject to Applicable Law; (c) devote such time as may reasonably be requested by CRISP to review information, meet with, respond to, and advise CRISP or other Participants with respect to activities as they relate to the HIE; and (d) provide such reasonable assistance as may be requested by CRISP related to the HIE. In addition, to the extent reasonably requested, Participant will cooperate with CRISP and other Participants as to the CRISP Services.

22. **Miscellaneous/General.**

22.01 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland (excluding Title 22–Uniform Computer Information Transactions Act) without reference to or application of conflict of laws rules or principles. Jurisdiction and venue for any dispute arising from the Agreement will be exclusively in the state or federal courts for Baltimore County, Maryland. The parties irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

22.02 Notice. Any notice provided for or contemplated under the Agreement shall be sent by first class mail or by email to Participant's Designated Contact. Notices to CRISP shall be directed to CRISP's Representative, as specified on the CRISP website. Participant's Designated Contact may be changed from time-to-time on notice to CRISP provided in accordance with this Section 22.02, unless otherwise specifically provided for in these Terms and Conditions. Notice shall be effective upon receipt by the Recipient. Notice to Participant shall conclusively constitute notice to all Participant Users.

22.03 Amendment. This Agreement may be amended only by written agreement of the parties or as provided in Section 11.

22.04 Assignment. No Party shall assign or transfer the Agreement, or any part thereof, except that CRISP or Participant may assign the Agreement to any acquirer of all or substantially all of its assets or the survivor in any merger or similar combination with another entity. Any assignment that does not comply with the requirements of this Section 22.04 shall be void and have no binding effect.

22.05 Survival. The provisions of Sections 5, 6, 10, 13.02, 14, 16, 17, 18, 19, 20.05, 20.06, 20.07, 22 and any other provision which by its nature survives termination or expiration of this Agreement shall survive the termination of the Agreement for any reason.

22.06 Waiver. No failure or delay by CRISP or Participant in exercising its rights under the

FOR REVIEW

Agreement shall operate as a waiver of such rights, and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach.

22.07 Entire Agreement. This Agreement (including the Policies and Procedures) sets forth the entire and only Agreement between CRISP and Participant relative to the subject matter hereof. Any representation, promise, or condition, whether oral or written, not incorporated herein shall not be binding on CRISP or Participant.

22.08 Validity of Provisions. In the event that a court of competent jurisdiction shall hold any provision of the Agreement invalid, void or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

22.09 Relationship of the Participants. CRISP, Participant and other Participants are independent contracting entities. Nothing in the Agreement shall be construed to create a partnership, agency relationship, or joint venture among or between CRISP, Participant and any or all other Participants. For purposes of HIPAA, CRISP and the Participants are independent contractors and not agents, of each other. Neither party shall have any authority to bind or make commitments on behalf of the other party for any purpose and shall not hold itself out as having such authority. Participant shall not have any authority to bind or make commitments on behalf of another Participant for any purpose and shall not hold itself out as having such authority. No Participant shall be held liable for the acts or omissions of another Participant.

22.10 Third-Party Beneficiaries. There are no rights in any person or entity, including an Individual or other Participant, granted, intended or implied, to claim a beneficial interest in the Agreement or to any rights or remedies arising under or in relation to the Agreement, except as expressly provided in the Agreement. Participant is not a party to or a third party beneficiary, intended or implied, of agreements between CRISP and any Exchange Technology Provider, Direct Technology Provider or Third-Party Data Source.

22.11 Force Majeure. Neither CRISP nor Participant shall be deemed in violation of any provision of the Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) terrorist attacks; (g) acts of legislative, judicial, executive, or administrative authorities (other than the promulgation of Applicable Laws); or (h) general failures or interruptions of the internet, provided that the party claiming the benefit of a force majeure event shall take all feasible steps to work around or remedy the effect of the force majeure and further provided that force majeure shall not operate to relieve the party of a requirement to maintain safeguards such as a back-up of Data or a Disaster Recovery Plan under Applicable Law and to apply such safeguards to avoid or mitigate the effect of the force majeure event.

22.12 Subcontracting. In the event a party subcontracts its obligations under this Agreement, the subcontracting party shall remain solely responsible for the performance of the subcontractor and for the performance of its obligations hereunder.

22.13 Insurance. At all times during the term of this Agreement, CRISP will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, CRISP will carry comprehensive general liability insurance with limits of two million Dollars ($2,000,000) per occurrence for all claims arising out of or in connection with this Agreement that are the result of the fault of CRISP or of employees or others for whom CRISP is legally responsible and shall carry such other insurance coverage as is customary for organizations that engage in health data

FOR REVIEW

exchange with limits of insurance that are commercially reasonable, which coverages shall include cyber liability, technology products and services liability, directors and officers liability, and employment practices liability. CRISP will furnish to Participant, upon request, a certificate of insurance indicating that such coverage is in effect. CRISP shall maintain in effect at all times during the term of this Agreement, the foregoing insurance with a carrier with an A.M. Best rating of A. The terms of this Section 22.13 shall not be deemed to limit the liability of CRISP hereunder, or to limit any rights Participant may have including, without limitation, rights of indemnity or contribution. Participant shall not insure or be responsible for any loss or damage to property of any kind owned or leased by CRISP or its employees, subcontractors and agents.

22.14 DHHS Audits. Until expiration of four (4) years after the furnishing of services under this Agreement, CRISP agrees that the Secretary of the Department of Health and Human Services (the "Secretary") and the Comptroller General of the United States, and their designees or duly authorized representatives, shall have access to all books and records of CRISP pertaining to the subject matter of this Agreement and the provision of services under it, in accordance with the criteria presently or hereafter developed by the Department of Health and Human Services as provided in Paragraph 952 of the Omnibus Budget Reconciliation Act of 1980, 42 U.S.C. Paragraph 1395x(v)(1)(A), et seq. ("OBRA"). Upon request of the Secretary, the Comptroller General, the designee, or the authorized representative, CRISP shall make available (at reasonable times and places during normal business hours) this Agreement, and all books, documents and records of CRISP that are necessary to verify the nature and extent of the costs and the services provided by CRISP and furnished in connection with this Agreement. CRISP further agrees that if CRISP carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and subcontractor's books, documents and records that are necessary to verify the nature and extent of the costs of the services rendered thereunder to the full extent required by OBRA.

22.15 Press Releases. No public announcements, media releases, press conferences, advertising or similar publicity in any form relating to the name, image or logo of Participant or any of its affiliates (or any variation or combination of such names, images or logos) shall be made without the prior written consent of Participant, except as required for operation of the HIE, as for example, for publishing a list of Participants or as otherwise contemplated by this Agreement or as required by Applicable Law.

22.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement by fax or PDF shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[END OF TERMS AND CONDITIONS]

FOR REVIEW

EXHIBIT C TO CRISP HIE PARTICIPATION AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

EXHIBIT C TO CRISP HIE PARTICIPATION AGREEMENT
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between Chesapeake Regional Information System For Our Patients, Inc. ("Business Associate") and Participant ("Covered Entity") and is effective as set forth in Section 6(a) below.

RECITALS

A. Business Associate provides services to Covered Entity in accordance with a Participation Agreement ("Participation Agreement").

B. Under the Participation Agreement, Covered Entity may disclose information to Business Associate which constitutes Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended by the relevant portions of the Health Information Technology for Economic and Clinical Health ("HITECH") Act (collectively, "HIPAA").

C. The purpose of this Agreement is to satisfy the requirements of HIPAA that Business Associate provide satisfactory written assurances to Covered Entity that it will comply with the applicable requirements of HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions. Unless otherwise defined in this Agreement, including the definitions stated in the Recitals, which are incorporated into this Section 1 by reference, capitalized terms have the meaning ascribed to them under HIPAA or in the Participation Agreement for purposes of this Business Associate Agreement.

   a. Breach. "Breach" means the unauthorized acquisition, access, use, or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, subject to the statutory exceptions specified at Section 13400 of the HITECH Act and to the regulatory exclusions specified at 45 C.F.R. §164.402 and any future amendments thereto.

   b. Guidance. "Guidance" shall mean official guidance of the Secretary as specified in the HITECH Act and any other official guidance or interpretation of HIPAA by a federal governmental agency with jurisdiction.

FOR REVIEW

c. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that are (i) the medical records and billing records about Individuals maintained by or for a covered Health Care Provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. For purposes of this definition, the term record means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.

d. "HIPAA Regulations" or "Regulations". References to "HIPAA Regulations" or "Regulations" shall mean the Privacy Rule and the Security Standards, as amended by Regulations commonly referred to as the HITECH Modifications to the HIPAA Privacy, Security Enforcement and Breach Notification Regulations.

e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as amended by the HITECH Act and the HIPAA Regulations and Guidance.

f. Protected Health Information or PHI and ePHI. "Protected Health Information" and "PHI" shall have the same meaning as the term "protected health information" in HIPAA and shall include ePHI. Specific references to "ePHI" shall be deemed to refer only to PHI in electronic form. All references to PHI or ePHI in this Agreement shall refer only to PHI or ePHI of Covered Entity created, received, maintained or transmitted by Business Associate under the Participation Agreement unless specifically stated otherwise. Protected Health Information includes Genetic Information.

g. Security Incident. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

h. Security Standards. "Security Standards" shall mean the Security Standards at 45 CFR parts 160, 162 and 164, as amended by the HITECH Act and HIPAA Regulations and Guidance.

i. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. Subcontractor. "Subcontractor" shall mean an Individual or entity to which Business Associate delegates a function, activity or service involving access to PHI or ePHI of Covered Entity, other than as a member of Business Associate's Work Force.

FOR REVIEW

k. Unsecured. "Unsecured" as applied to Protected Health Information means Protected Health Information in any form, electronic, paper or oral, that is not secured through the use of a technology or methodology specified by the Secretary in Regulations or Guidance.

2. Obligations and Activities of Business Associate as to Protected Health Information.

a. Business Associate agrees to not Use or further Disclose Protected Health Information other than as permitted or required by the Participation Agreement, this Agreement, or as Required by Law and to otherwise comply with the provisions of the Privacy Rule and the Security Rule applicable to Business Associate. This includes the restrictions on the Sale of PHI and on its Use for Marketing provided in the HIPAA Regulations. The restrictions on the Secondary Use of Data contained in the Terms and Conditions of the Participation Agreement are also specifically incorporated into this Agreement.

b. Business Associate agrees to use appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as provided for in Section 2(a.) above. If and to the extent Protected Health Information disclosed to, accessed, used, maintained, held, or created by Business Associate as ePHI, Business Associate will comply with the applicable provisions of the Security Standards, by providing Administrative, Physical, and Technical Safeguards for all ePHI and by developing Policies and Procedures implementing those Safeguards.

c. Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for in the Participation Agreement and/or this Agreement. Business Associate agrees to report to Covered Entity any Breach within two (2) business days of the first day the Breach is known, or reasonably should have been known, to the Business Associate, including for this purpose known to any employee, officer, or other agent of the Business Associate (other than the individual committing the Breach) ("Breach Notice"). The Breach Notice will include the date of the Breach and the date of discovery of the Breach and, to the extent known to Business Associate at the time in the exercise of reasonable diligence, identification of each Individual whose Unsecured PHI was, or is reasonably believed by the Business Associate to have been, subject to the Breach, and the nature of the PHI that was subject to the Breach and other information required for notification of Individuals of the Breach (collectively, "Breach Information"). Business Associate will notify Covered Entity in writing of any additional Breach Information not included in the Breach Notice or of the circumstances that prevent Business Associate from obtaining such information not later than ten (10) days after the Breach Notice was sent by Business Associate. Business Associate will cooperate with Covered Entity in the further investigation of the Breach, as reasonably required or as requested by Covered Entity. The steps required of Business Associate under this Section 2(c.) shall be at Business Associate's expense. If Business Associate believes that the facts related to a Breach justify the application of any statutory exceptions specified at Section 13400 of the HITECH Act and to the regulatory exclusions specified at 45 C.F.R. §164.402, Business Associate shall describe those facts in the Breach Notice and the parties shall thereafter discuss the possible application of an exception or an exclusion, provided that any final decision on the availability of an exclusion or exception will be that of the Covered Entity.

FOR REVIEW

d. The parties agree that this Section 2(d.) satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required, except on request as stated below. For purposes of this Agreement, such Unsuccessful Security Incidents include, without limitation, activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service and any combination of the above, so long as no such Unsuccessful Security Incident results in unauthorized access, use, disclosure, modification or destruction of ePHI or interference with information system operations related to the ePHI, provided that, upon written request from Covered Entity, Business Associate will provide a log or similar documentation of Unsuccessful Security Incidents for the period of time reasonably specified in Covered Entity's request. Successful Security Incidents will be reported to Covered Entity within two (2) business days of the date the Successful Security Incident is, or in the exercise of reasonable efforts should have been known, to Business Associate. If the Successful Security Incident constitutes a Breach, the parties will proceed as required under this Agreement as to a Breach.

e. Business Associate agrees to use reasonable efforts to mitigate, at its expense, any harmful effect that is known to Business Associate to result from a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of the Participation Agreement and/or this Agreement, including without limitation a Breach. Business Associate will coordinate any mitigation efforts with Covered Entity.

f. Business Associate agrees to ensure that any Subcontractor agrees, in a form meeting the requirements of 45 C.F.R. § 164.314, to substantially the same restrictions and obligations that apply through this Agreement to Business Associate with respect to Protected Health Information, including those obligations relating to ePHI. Upon Business Associate's knowledge of a pattern of activity or practice of a Subcontractor in violation of the requirements of the foregoing agreement, Business Associate will provide notice and an opportunity, not longer than a reasonable time consistent with the nature of the breach and the terms of the Service Agreement with the Subcontractor, for the Subcontractor to end the violation. Business Associate will terminate the agreement with that Subcontractor if the Subcontractor does not end the violation within the time specified by the Business Associate.

g. To the extent Business Associate maintains a Designated Record Set for the Covered Entity, Business Associate will make available, within a reasonable amount of time of receipt of a written request, Protected Health Information in the Designated Record Set in accordance with the requirements of HIPAA, including information, if any, maintained in an Electronic Designated Record Set. Business Associate will report any request for Access that it receives directly from an Individual to Covered Entity within five (5) business days of receipt. Covered Entity will determine any appropriate limitations on such Access and the parties will determine a reasonable method for providing such Access, including, if appropriate, Transmission to a Third Party.

h. To the extent Business Associate maintains a Designated Record Set for the Covered Entity, Business Associate agrees to make an amendment, within a reasonable amount of time of receipt of a written request, to Protected Health Information in the Designated Record Set in accordance with the requirements of HIPAA. Business Associate will report any request for an amendment that it receives directly from an

FOR REVIEW

Individual to Covered Entity within five (5) business days of receipt. The Covered Entity will determine and provide to Business Associate the appropriate substance of any such amendment.

i. Business Associate agrees to maintain and make available on written request information required to provide an Accounting of its Disclosures of Protected Health Information required for the Covered Entity to respond to a request by an Individual in accordance with the requirements of HIPAA. At such time as final Regulations or Guidance as to Accounting for Disclosures for purposes of Treatment, Payment and Health Care Operations ("TPO Accounting") are published, Business Associate will provide an amendment to this Agreement under Section 7(e.) to specify the extent and manner in which TPO Accounting Information will be recorded and provided, to be effective as of the date upon which compliance with TPO Accounting Regulations or Guidance is required by Covered Entity.

j. Subject to receiving notice as described in Section 4(b.), Business Associate agrees to abide by any restriction on the Use or Disclosure of PHI agreed to by Covered Entity, provided that, in the event of an agreement of Covered Entity required by HIPAA not to disclose an item or service paid for, entirely out-of-pocket, by an Individual to a Health Plan for Payment or Health Care Operations purposes unless such Disclosure is Required by Law, the parties agree that such information shall be treated by Covered Entity as Data subject to Special Restrictions under the Participation Agreement and will not made available to Business Associate.

l. Upon request, Business Associate will make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entity's and Business Associate's compliance with the HIPAA.

m. To the extent that Business Associate will carry out an obligation of Covered Entity under the Security and Privacy provisions set out in Subpart E of 45 CFR 164, Business Associate will perform such obligations in compliance with the provisions Subpart that apply to the Covered Entity as to such obligations.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate. Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Participation Agreement, provided that such Use or Disclosure would not violate the Privacy Rule if done by the Covered Entity. In addition:

a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out legal responsibilities of Business Associate, provided that in the event of Disclosures, the Disclosure is Required by Law or Business Associate obtains reasonable assurances, in a form substantially similar to a Business Associate Agreement, from the Individual to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the Individual, and that the Individual notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

FOR REVIEW

b. Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity to the extent provided for in the Participation Agreement.

c. Business Associate agrees that it will not De-identify any PHI to which it has access under the Participation Agreement except as for a purpose permitted under the Participation Agreement, such as Permitted Purposes and subject to any approvals required for such use under the Participation Agreement or permitted under this Agreement. Without limiting the generality of the foregoing, and regardless of what may be permitted under Applicable Law, Business Associate will not manipulate, aggregate, integrate, compile, merge, reorganize, regenerate such PHI, even if De-identified, or derive from such PHI, even if De-identified, any list, compilation, abstraction, or other information to use for a business purpose of Business Associate that is unrelated to the services Business Associate provides under the Participation Agreement ("Secondary Use") or allow access to the PHI or any derivation of it to a third party (even if related to Business Associate) for a Secondary Use.

4. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Individual Restrictions.

a. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with HIPAA as well as any changes to such Notice of Privacy Practices, to the extent that a provision of the Notice will affect Business Associate's Use or Disclosure of PHI.

b. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with the Privacy Rule, to the extent that such restriction will affect Business Associate's Use or Disclosure of Protected Health Information. In order to allow Business Associate to comply with such agreed restriction, such notice will be provided at least fifteen (15) business days in advance of the date upon which compliance by the Business Associate is required under HIPAA.

5. Permissible Requests or Disclosures; Minimum Necessary. Except as specifically provided in the Participation Agreement or this Agreement, Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except as provided in this Agreement for Business Associate's Data Aggregation, internal management and administration or legal responsibilities. Without limiting the generality of the foregoing, Covered Entity will provide, and Business Associate will request, no more than, the Minimum Necessary amount of PHI required for the performance of Business Associate's services under the Participation Agreement. As of the date upon which compliance is required with Guidance regarding Minimum Necessary Uses and Disclosures, Business Associate and Covered Entity will comply with such Guidance. To the extent that an amendment to this Agreement is required for such compliance, Business Associate will provide such an amendment in accordance with Section 7(e.)

6. Term and Termination

a. Term. This Agreement is effective as of the Effective Date of Participation Agreement or September 23, 2014 (whichever is later) and replaces any prior Business Associate

FOR REVIEW

Agreement between the parties relating to the Participation Agreement. This Agreement shall terminate when the Participation Agreement terminates and all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy Protected Health Information, when protections are extended to such information, in accordance with the provisions of Section 6(c.).

b. Termination.

i. Upon one party's knowledge of a material breach by the other party of this Agreement, the parties shall proceed under the termination for cause for material breach provisions of the Participation Agreement. Notwithstanding the foregoing, if there is no termination for cause for material breach provision in the Participation Agreement, then the non-breaching party shall provide the breaching party with written notice of the material breach which describes the breach in reasonable detail and the breaching party shall have thirty (30) days from receipt of the notice to cure the breach to the reasonable satisfaction of the non- breaching party. If the breaching party has not done so within that period, the non-breaching party may terminate this Agreement for cause effective on further written notice to the breaching party;

ii. Notwithstanding the foregoing, the non-breaching party may immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and the non- breaching party reasonably determines that cure is not feasible.

c. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy (in a manner that renders the information Secure) all PHI received from, or accessed, maintained, used, disclosed and/or transmitted for or on behalf of, Covered Entity by Business Associate. If, or to the extent that, Business Associate reasonably determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and agrees to extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible until Business Associate returns or destroys the PHI.

ii. Notwithstanding the foregoing, Covered Entity and Business Associate agree that, as provided in the Participation Agreement, Data (as defined in the Participation Agreement to include Protected Health Information) that has been provided to other Participants in accordance with the Participation Agreement is not subject to the foregoing requirements. In addition, Data of Participant that is incorporated into Business Associate's Health Information Exchange Master Patient Index and Registry, in accordance with and as defined in the Participation Agreement, may be retained by Business Associate for purpose of indexing and record location for records that were made available by Participant prior to termination, subject to extension of required protections under 6(c.)(i.).

FOR REVIEW

iii. To the extent the Participation Agreement specifically deals with the return or destruction of PHI following termination or expiration of the Participation Agreement, the provisions of the Participation Agreement shall govern, so long as such provisions are compliant with HIPAA.

7. Miscellaneous

a. Regulatory References. A reference in this Agreement to a section in HIPAA or the Privacy Rule, the Security Standards, or HIPAA Regulations or Guidance means the referenced material as in effect as of the Effective Date or as subsequently amended as supplemented or implemented.

b. State Privacy or Security Laws. Business Associate will comply with privacy, data security and consumer notification of a breach of personal information laws of the State of Maryland (or of the District of Columbia or other states, if applicable) to the extent required under the Participation Agreement. In addition, Business Associate will comply with applicable state restrictions on storage or transmission of PHI by Business Associate, as known, or as reasonably should be known, to Business Associate.

c. Permitted Charges. To the extent Business Associate takes any action, such as providing information to an Individual under Section 2(g.), for which a charge or cost is allowed to be collected under HIPAA or Maryland law, Business Associate may collect such charge or cost from the Individual or from the Covered Entity, as Business Associate determines appropriate in accordance with Business Associate's Policies and Procedures or after discussion with Covered Entity.

d. Other Agreements for Services. To the extent that Business Associate provides services to Covered Entity under agreements other than the Participation Agreement, and such services involve Business Associate's access to, use, creation or maintenance of PHI of Covered Entity as a Business Associate under HIPAA ("Other Service Agreements"), unless the Other Service Agreement specifically provides otherwise or incorporates another form of Business Associate Agreement, the provisions of this Agreement shall apply to Business Associate under the Other Service Agreement and all references to Participation Agreement shall be deemed to refer to the Other Service Agreement.

e. Amendment. In the event that either party believes that the provisions of this Agreement require amendment based on HIPAA, including but not limited to, Guidance or Regulations or other legislative or regulatory changes to the Privacy Rule or the Security Standards occurring after the Effective Date of this Agreement, that party may notify the other party in writing, including of the text and effective date of the proposed amendment ("Amendment Notice"). The parties shall promptly meet and discuss the proposed amendment and either agree upon it or agree on other mutually acceptable changes to this Agreement responsive to the Amendment Notice. If the parties are unable to agree on the amendment or such changes, in writing, within thirty (30) days of receipt of the Amendment Notice by the other party, the party providing the Amendment Notice may terminate the Participation Agreement, without cost or penalty, effective on the date on which the proposed amendment was to be effective, as specified in the Amendment Notice. However, the foregoing process shall not apply in the event that Business Associate provides an Amendment Notice that has been approved by the Advisory Board so long as Business Associate provides the Amendment Notice a reasonable time after

FOR REVIEW

the Regulatory Change is published in final form and the amendment is effective as of the date compliance with the Regulatory Change is required by Covered Entity and Business Associate.

f. Survival. The respective rights and obligations of the parties under this Agreement which require or contemplate compliance after termination of this Agreement shall survive the termination.

g. Independent Contractor, Not Agent. For purposes of this Agreement and HIPAA, Business Associate will be deemed to be an independent contractor, and not an agent, of Covered Entity under applicable law, including federal common law.

h. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Business Associate and the Covered Entity to comply with the HIPAA, consistent with the Participation Agreement.

[END OF BUSINESS ASSOCIATE AGREEMENT]

FOR REVIEW

EXHIBIT D TO CRISP HIE PARTICIPATION AGREEMENT

HIE PARTICIPATION FEES

1. Hospital Participation Fees

   Hospital annual participation fees are described on the CRISP Website.

2. Practice, Long Term Care, and Other Providers Participation Fees

   Non hospital provider annual participation fees are described in the schedule on the CRISP Website.

   a. Practice, Long Term Care, and Other Provider Fee Schedule Development: CRISP will enable access to the statewide health information exchange (HIE) for Practices, Long Term Care, and Other Providers, and provide use of the CRISP portal product at no charge to the participant at the time of this Agreement. Fees in fiscal years 2014 and beyond, if any, will be approved by the CRISP Board of Directors, drafted by the CRISP staff and informed by the CRISP Finance Advisory Board, HIE participants, and a survey of physician offices. As defined in the participation agreement, participant has the right to terminate this agreement without cause at any time.

3. Laboratory and Radiology Center Participation Fees

   CRISP and Participant shall bear their respective connectivity and infrastructure costs, in accordance with this Agreement, for one (1) year. Thereafter, the parties shall negotiate in good faith to establish their respective costs for providing connectivity and infrastructure to continue CRISP participation in accordance with this Agreement.

4. Payment Terms

   CRISP will invoice participant in quarterly installments, according to the annual participation fee schedule described on the CRISP Website. Invoices for services in a quarter will be issued on the first day of that quarter. Payment is due within sixty (60) days of receipt of invoice.

5. Late Payment Fees

   Participant is subject to late charges in the amount of 1.5% of the outstanding amount for payment received fifteen (15) days beyond the net sixty (60) terms plus an additional 1% of outstanding amounts per month past due.

6. Fee Schedule Annual Review and CPI Adjustment

   There shall be no increase in fees during the first twelve (12) months of the Term of this Agreement. Thereafter, CRISP may increase the annual participant fee not more often than once per calendar year by no more than the annual increase in the Maryland Health Services Cost Review Commission's ("MHSCRC") hospital base rate, blended, update factor, as published annually in the HSCRC Hospital Payment Update, as such rate can be found at http://www.mdhospitals.org/finance/hscrc/hospital-rate-updates.

FOR REVIEW

7. Changes to Fee Schedule

Any modification to the approach or calculation used in developing the participation fee schedule will be subject to the material amendment provisions of the participation agreement and the associated policies and procedures. Any change to the approach or calculation used will be first approved by the CRISP Board of Directors, who will be advised in this matter by the CRISP Finance Advisory Board.

FOR REVIEW

EXHIBIT E:

ENTITIES COVERED BY THIS AGREEMENT

The following provider entities are included as part of this Participation Agreement as subsidiaries or affiliates, in accordance with Exhibit A, Definition v. Each subsidiary or affiliate is individually entitled to the rights and subject to the obligations of the Participation Agreement. Parent Organization represents and warrants that it has legal authority to bind each Subsidiary or Affiliate listed below to the Participation Agreement and that it will provide the CRISP Designated Contact, as set forth on the signature page of the Participation Agreement, with advance written notice of any additions or deletions of Subsidiaries or Affiliates identified below.

Parent organization (Participant Agreement signer):

Organization Legal Name:
DBA or Familiar Name:
Address:
NPI:

Subsidiaries or Affiliates covered by this Participation Agreement – Indicate parent organization if different from above (add tables as necessary):

Organization Legal Name:
DBA or Familiar Name:
Address:
NPI:
Parent Organization:

Organization Legal Name:
DBA or Familiar Name:
Address:
NPI:
Parent Organization:

Organization Legal Name:
DBA or Familiar Name:
Address:
NPI:
Parent Organization:

CERTIFICATION

I hereby agree to the foregoing on behalf of the Parent Organization and each identified Subsidiary or Affiliate and certify that the information provided herein is accurate.

Signature: _____

Printed Name: _____ Date: _____

Organization: _____ Title: _____

Phone: _____ Email: _____

FOR REVIEW