



HEALTH INFORMATION EXCHANGE PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Agreement”) is made and entered into as of the effective date described below (the “Effective Date”), by and between the WESTERN NEW YORK CLINICAL INFORMATION EXCHANGE, INC., a New York not-for-profit corporation d/b/a HEALTHeLINK (“HEALTHeLINK”), and the participant identified on the Signature Page (the “Participant”).

RECITALS

- A. HEALTHeLINK is a health information organization (“HIO”) that operates an electronic health information exchange (“HIE”), which facilitates health information sharing and aggregation for treatment, operations, public health and research-related purposes in a manner that complies with all applicable laws and regulations, including without limitation those protecting the privacy and security of health information.
- B. The Participant wishes to participate in the HIE facilitated by HEALTHeLINK in accordance with this Agreement.
- C. If Participant has previously entered into a participation agreement with HEALTHeLINK, this Participation Agreement constitutes an update and restatement of such participation agreement.

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

I. Participation Agreement.

I.1 Status. This Agreement is a Participation Agreement as is described in the Terms and Conditions. The Terms and Conditions are hereby incorporated by reference into, and made a part of, this Agreement.

I.2 Participation. HEALTHeLINK and the Participant shall perform their respective responsibilities pursuant to this Agreement, the Terms and Conditions and the Policies and Procedures.

I.3 Changes. The Terms and Conditions and the Policies and Procedures shall be subject to change from time to time as described in Section 2.3 (Procedures for Amendments) of the Terms and Conditions.

I.4 Participant Type. The Participant has completed and submitted a Registration Application to HEALTHeLINK as a specific Participant Type(s) as described in the Registration Application and shall only act in the capacity of such Participant Type(s).

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1.5 Services. The Participant shall receive the Services that HEALTHeLINK provides to Participants as described in Section 11 (Services) of the Terms and Conditions.

2. Term and Termination.

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

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

3. Miscellaneous.

3.1 Assignment. This Agreement is assignable by the parties only upon prior written consent by the parties, except that HEALTHeLINK may assign this Agreement to an affiliated entity established for the purpose of operating the HIE, in which case HEALTHeLINK shall remain responsible for the performance of the obligations of HEALTHeLINK under this Agreement.

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

Signature Page Follows

PARTICIPATION AGREEMENT

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

Western New York Clinical Information Exchange, Inc., d/b/a HEALTHeLINK

Signature: _____

Name: _____

Title: _____

Date: _____

Address for purposes of notice:

Western New York Clinical Information Exchange, Inc., d/b/a
HEALTHeLINK

2475 George Urban Boulevard, Suite 202

Depew, New York 14043

Attention: Executive Director

Participant

(Legal Entity Name)

Signature: _____

Name: _____

Title: _____

Date: _____

Address for purposes of notice:

Attention: _____