

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 GREATER ROCHESTER REGIONAL HEALTH INFORMATION ORGANIZATION, a New York nonprofit corporation ("RHIO"), and the Participant identified on the Signature Page (the "Participant"), with reference to the following facts:

A. RHIO 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 and the Privacy and Security Policies and Procedures for Qualified Entities and their Participants in New York State ("NY Policy Guidance").

B. The Participant wishes to participate in the HIE facilitated by the RHIO in accordance with this Agreement.

C. If Participant previously entered into a participation agreement with Rochester RHIO, this Participation Agreement constitutes an update and restatement of such participation agreement.

D. RHIO and the Participant wish to arrange for the Participant's participation in the HIE, and for the Participant's continuing participation in the HIE, subject to the terms and conditions set forth in this Agreement.

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):

1. **Participation Agreement**

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

1.2 **Participation.** RHIO and the Participant shall perform their respective responsibilities pursuant to this Agreement; SHIN-NY Policy Guidance, the Terms and Conditions and the Policies and Procedures.

1.3 **Changes.** The Terms and Conditions and the Policies and Procedures shall be subject to change from time to time as described in Section 3.4 (Changes to Terms and Conditions) of the Terms and Conditions.

1.4 **Participant Type.** The Participant shall be registered with RHIO to act, and shall act only, as the following Participant Type(s): Data Provider and/or Data Recipient.

1.5 **Services.** The Participant shall receive the Services that RHIO provides to Participants as described in Section 1.3 (Description of 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 RHIO 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 RHIO may assign this Agreement to an affiliated entity established for the purpose of operating the HIE, in which case RHIO shall remain responsible for the performance of the obligations of RHIO under this Agreement.

3.2 Signature. By signing this Agreement, the undersigned represents and warrants that they have received and read a copy of the Terms and Conditions, SHIN-NY Policy Guidance and the Policies and Procedures, and that they either (a) are 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

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

ROCHESTER RHIO

GREATER ROCHESTER REGIONAL HEALTH
INFORMATION ORGANIZATION, a New York
nonprofit corporation

By: _____
Name: _____
Title: _____
Date: _____

Address for purposes of notice:

Greater Rochester Regional Health Information
Organization
200 Canal View Blvd. Ste. 200
Rochester, NY 14623
Attention: CEO and President

PARTICIPANT

By: _____
Name: _____
Title: _____
Date: _____

Address for purposes of notice:

Attention: _____