



Community Information Exchange Participation Agreement

This Community Information Exchange Participation Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) by and between HealthierHere, a Washington limited liability company, and the “Participant” named at the signature page. HealthierHere and Participant are each referred to herein as a “Party” and collectively the “Parties.”

Recitals

1. HealthierHere operates an electronic Community Information Exchange (“CIE”) which provides services designed to help members of the general public (“Clients”) connect with community resources to assist in obtaining medical care, including mental health and behavioral health services; housing, food, and other community services; government benefits; and other services;
2. Participant is a health care provider or other entity that desires to improve the coordination of health care or other services for Clients; and
3. Participant desires to participate in the CIE to coordinate the services that are provided to the Clients.

Agreement

1.0 Introduction.

1.1. Role of the CIE. The CIE operated by HealthierHere allows Participants to refer Clients to community resources and access Shared Data on the CIE for the Permitted Use. HealthierHere will only permit Participants that have entered into a Participation Agreement on terms and conditions substantially similar to those stated herein to access the CIE.

1.2. Participant Policies and Procedures. From time to time, HealthierHere may adopt, amend, repeal, and replace policies and procedures that pertain to use of the CIE and Shared Data (“Policies and Procedures”). Participant shall comply with all Policies and Procedures. The Policies and Procedures will provide guidance to Participant on such topics as security measures required to protect Shared Data, notifying HealthierHere in the event the Participant experience a Security Incident, referral acceptance/rejection response times and outcome reporting requirements, among other things. The Policies and Procedures may be posted on the HealthierHere website. HealthierHere may modify, amend, or replace the Policies and Procedures, in its reasonable discretion, from time to time, and the change or modification shall be deemed effective and binding upon Participant on the date they are posted to HealthierHere’s website. Modifications to the Policies and Procedures that materially change

Community Information Exchange Participation Agreement Version 1.2

Licensed under a [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License](https://creativecommons.org/licenses/by-nc-sa/4.0/).
© 2023 HealthierHere

Participant's obligations, liability, or ability to participate in the CIE shall require the prior approval of the CIE's governance body. Participant may terminate this Agreement upon the adoption of such modified Policies and Procedures as provided below for early termination. Modifications to the Policies and Procedures that are required by Applicable Law shall not be deemed a material change and Participant shall comply with all such Policies and Procedures.

2.0 Term and Termination.

2.1. Term. The "Initial Term" of this Agreement shall commence on the Effective Date and shall continue for three (3) years, after which the Agreement shall automatically renew for successive three (3) year terms (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless either Party notifies the other in writing of its intent not to renew not less than thirty (30) days prior the end of the current Initial Term or Renewal Term.

2.2. Right of Termination. Either Party may terminate this Agreement (i) without cause with sixty (60) days' prior written notice to the other Party; (ii) in the event the other Party fails to cure a material breach of this Agreement, to be effective within thirty (30) days of receipt of notice specifically describing the breach; or (iii) upon written notice to the other Party in the event of the other Party's bankruptcy or insolvency, or the proper commencement of proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, by or against such other Party, or in the event that such other Party is dissolved or liquidated.

2.3. Automatic Termination. This Agreement shall automatically terminate upon the termination of the Business Associate Agreement or Data Sharing Agreement, as applicable, between the parties.

2.4. Effect of Termination. Participant's access to the CIE shall cease immediately upon termination of this Agreement, and Participant will not be permitted to access, submit data to, or retrieve Shared Data under this Agreement. Participant's duties and obligations to protect the privacy and security of any Client Information and/or Shared Data maintained by Participant shall survive the termination of this Agreement. All Client Information entered into Shared Data by Participant up through the date of termination will continue to be used and maintained by HealthierHere and the CIE following termination in accordance with this Agreement.

3.0 Participation in CIE.

3.1. Use of CIE by Participant. HealthierHere hereby grants to the Participant a fully paid-up, non-exclusive, non-transferable, revocable, royalty-free right to: (i) access the CIE solely for the Permitted Use; and (ii) view, download, and use the Shared Data made available to Participant through the CIE, or by delivery through an integration with another software application as may be mutually agreed by HealthierHere and Participant, solely for the Permitted Use, in accordance with the terms of this Agreement. Participant will use, and shall ensure that Authorized Users use, the CIE in accordance with this Agreement. Except as expressly set forth in this Agreement, HealthierHere retains all right, title and interest in and to the CIE, and all intellectual property rights therein. HealthierHere reserves all rights not expressly granted to Participant under this Agreement.

3.2. Use and Disclosure of Client Information by the CIE. Participant acknowledges and agrees that HealthierHere may use and disclose Client Information provided by Participant to the CIE for purposes of: (i) providing access to the CIE and Shared Data to the Participants; (ii) providing related support services to Participants; (iii) the CIE's proper management and administration; (iv) to the extent permitted by law, with government agencies, including the Washington State Health Care Authority, pursuant to contracts HealthierHere is subject to related to the administration of Medicaid (including agreements HealthierHere is subject to under the Washington State Section 1115 Medicaid demonstration waiver/Medicaid Transformation Project; (v) as required by Applicable Law; and (vi) as otherwise permitted under this Agreement or, as applicable, the Data Sharing Agreement or Business Associate Agreement between HealthierHere and Participant. In addition, HealthierHere may de-identify and aggregate Client Information provided by Participants and use and disclose such de-identified and aggregated Client Information to administer, facilitate, and improve the CIE, and to develop and provide additional or new services.

3.3. Maintenance of Data. Participant shall use commercially reasonable efforts to ensure the accuracy, currency, and completeness of all data that Participant provides to the CIE, including but not limited to the resources available to Clients, other information about the Participant, and all Client Information, and shall promptly correct or update such data if Participant discovers the data is incorrect, incomplete or has changed.

3.4. Client Authorization. Participant is responsible for: (i) accurately obtaining and maintaining documentation of all Authorizations to disclose Client Information to the CIE and other Participants; (ii) protecting Client Information in its control from unlawful use or disclosure, or from use or disclosure in violation of CIE Policies and Procedures; (iii) accurately obtaining and maintaining documentation of revocation of Authorization to disclose Client Information by a Client; (iv) providing to the CIE immediately any changes or restrictions on a Client's Authorization, including revocation by the Client; (v) notifying HealthierHere immediately of a Security Incident; and (vi) compliance with Applicable Law. Participant shall not disclose Client Information to HealthierHere, the CIE, and other Participants, or permit the CIE, HealthierHere, and other Participants to access Client Information unless Participant is permitted or required to disclose Client Information under Applicable Law. Participant will promptly provide the CIE with an electronic copy of each Client's Authorization prior to uploading or disclosing the Client Information to the CIE. Participant shall immediately provide to the CIE notification if its Client revokes Authorization to share Client Information or if Participant has agreed to a restriction on the disclosure of Client Information. Participant warrants and represents that the Client's Authorization will conform to the requirements of Federal and State law.

3.5. Scope of Participation. Participant shall not use or disclose, or permit others to use or disclose Client Information, or access Shared Data for any purpose other than the Permitted Use. Participant shall not sell, view, access, use, download or disclose Client Information retrieved from Shared Data, except to the extent necessary in connection with the Permitted Use. Participant shall not provide access to Shared Data or to Client Information via or obtained from Shared Data to third parties who are not Participants of CIE or use or disclose Client Information in connection with any marketing, fundraising, or other activity that is outside the Permitted Use.

3.6. Feedback. Participant hereby assigns to HealthierHere, and shall cause Participant's employees, contractors, and agents to assign, all right, title, and interest in all comments, questions, suggestions, or the like related to the CIE ("Feedback"), and HealthierHere is free to use, without any attribution or compensation to Participant or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although HealthierHere is not required to use any Feedback.

4.0 Participant's Use of the CIE.

4.1. Minimum Necessary Use of Client Information. Whether Client Information is obtained through Shared Data, or directly from HealthierHere, the CIE, or one of the other Participants, Participant shall implement safeguards to limit the information accessed, retrieved, or requested to the minimum necessary to deliver and obtain payment for the services provided to the Client, for referral or for other lawful purposes consistent with Applicable Law.

4.2. Authorized Users. Participant shall train its Authorized Users on the proper use of Client Information and the means and methods for protecting Client Information from disclosure before allowing such Authorized User to access the CIE or Shared Data. In addition, Participant shall implement and train its Authorized Users on network privacy, including Health Insurance Portability and Accountability Act of 1996 ("HIPAA") awareness training, and cultural competence on a regular basis, not less than annually.

4.3. Connection to CIE. Participant, at Participant's sole cost and expense, will use commercially reasonable efforts to obtain and maintain a secure internet connection to the CIE or Shared Data via the CIE with an internet browser and computer equipment and software that meets or exceeds the minimum configuration and security requirements and specifications recommended by HealthierHere. HealthierHere may upgrade or adopt new or different specifications for connecting to the CIE or Shared Data from time to time and will notify Participant of any material changes to its specifications not less than thirty (30) days in advance if feasible. HealthierHere shall not be liable for any lack of connectivity or loss in functionality in the event Participant utilizes hardware or software or an internet browser that does not meet HealthierHere's recommended specifications.

4.4. Participant Security Requirements. Participant shall, at its sole cost and expense, implement, maintain, and update as needed, internal security systems, specifications and monitoring procedures to ensure that its computer servers, software, and internet connections meet or exceed the security standards and specifications established by HealthierHere, and Applicable Law and regularly monitor its systems and Personnel to protect the privacy and security of Client Information in compliance with this Agreement and Applicable Laws.

4.5. Participant's Limited Use of Shared Data, Documentation. Participant shall not (and it shall not permit others) to: (i) interfere with or disrupt the CIE and Shared Data; (ii) sell, assign, license, sublicense or otherwise provide access to Shared Data or documentation related to Shared Data to anyone other than those employees, agents or contractors who have a need to know the Shared Data; (iii) use or disclose Shared Data or its documentation, or Client Information for commercial purposes; (iv) by reverse engineering or by other process, create or attempt to create, or recreate Shared Data; (v) copy, modify, or distribute any portion of Shared Data or any documentation related to Shared Data or Client

Information other than for the Permitted Use; (vi) transfer or assign any of its rights hereunder; (vii) create any derivative works based on Shared Data or its documentation; or (viii) export, re-export, divert or transfer Shared Data or its documentation outside the United States.

4.6. Participant Resource Profile. Participant shall continuously maintain up-to-date information that accurately describes the programs and services offered by the Participant to Clients, eligibility requirements for such programs and contact information for processing referral requests submitted to Participant by HealthierHere, other Participants, or Clients through the CIE.

4.7. Referral Requests. As the CIE facilitator, HealthierHere may refer Clients to Participant ("Referral Request"). In the event a Client is referred to Participant by HealthierHere or another Participant, Participant shall promptly respond to a Referral Request in the manner and within the timeframe specified by the CIE in the Policies and Procedures.

5.0 Services and Administration.

CIE Operations. HealthierHere will: (i) operate the CIE, and the Shared Data contained therein, including a resource directory of services offered by Participant and Client Information, and facilitate the electronic storage, use and sharing of Client Information and Shared Data with other Participants; (ii) provide user support for the CIE to Participant and its Authorized User(s) via a helpdesk; and (iii) comply with Applicable Law. HealthierHere may contract with subcontractors to maintain and upgrade the CIE from time to time, operate the CIE, and provide support services for the CIE, among other things. In each such case, HealthierHere will require its subcontractors to: (i) maintain the confidentiality of all Client Information and other Information that Participant provides through the CIE; (ii) implement commercially reasonable security measures to protect the Client Information from unlawful use or disclosure; and (iii) require its contractors, employees, and agents to comply with Applicable Laws.

5.1. Support Services. HealthierHere, either directly or through a subcontractor, will provide reasonable support services to assist Participant in configuring its access to the CIE. Support will be available on the dates and at the times as identified in Policies and Procedures. HealthierHere may change the level of support, and its availability or cost, from time to time, provided, however, Participant shall be notified of any material changes not less than thirty (30) days in advance.

5.2. Shared Data Records. The CIE will maintain records of the dates, times and the Client Information accessed by Participant and Authorized Users for the period of time required by Applicable Law. Within thirty days of a written request from Participant, HealthierHere may provide Participant a copy of such records.

5.3. Security of Client Information. HealthierHere shall establish, implement, and maintain commercially reasonable security measures to ensure the privacy and security of Client Information while at rest in the CIE and during its transmittal to and from Participants.

5.4. Disaster Recovery. HealthierHere will establish, implement, and update a disaster recovery plan for the CIE which addresses the retrieval of lost, or corrupted Client Information in the event of Force Majeure, or a Security Incident. Notwithstanding the foregoing, HealthierHere shall not be liable, under

any theory, for lost, corrupted, irretrievable, inaccurate, or incomplete Client Data, Shared Data, or any other data.

6.0 WARRANTY DISCLAIMER; RELEASE OF LIABILITY.

6.1. WARRANTY DISCLAIMER. HEALTHIERHERE IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR THE CONTENT, USE, OR DISCLOSURE OF CLIENT INFORMATION OR SHARED DATA COLLECTED, STORED, ACCESSED, RETRIEVED OR TRANSMITTED TO OR FROM THE PARTICIPANTS. PARTICIPANT ACKNOWLEDGES THAT THE CLIENT INFORMATION VIEWED OR ACCESSED THROUGH SHARED DATA IS EITHER SELF REPORTED BY THE CLIENT OR COMES FROM ONE OF THE PARTICIPANTS AND THAT SUCH CLIENT INFORMATION MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. PARTICIPANT AND ITS AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR CONFIRMING THE COMPLETENESS, ACCURACY AND TIMEFRAME OF ALL CLIENT INFORMATION RETRIEVED FROM SHARED DATA, AND FOR THE USE, DISCLOSURE, OR OMISSION OF SUCH CLIENT INFORMATION IN CONNECTION WITH A CLIENT'S CARE OR COORDINATION OF CARE AND RELATED SERVICES. HEALTHIERHERE SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF THE PARTICIPANTS.

HEALTHIERHERE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OUTSIDE OF THIS AGREEMENT OF ANY PERSON, WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND HEALTHIERHERE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CIE. PARTICIPANT AGREES THAT HEALTHIERHERE HAS MADE NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT NO FUTURE AGREEMENT, REPRESENTATION OR WARRANTY OF HEALTHIERHERE WITH REGARD TO INFORMATION AND SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE EFFECTIVE UNLESS EXPRESSLY STATED IN AN AMENDMENT TO THIS AGREEMENT. NO STATEMENT OR DESCRIPTION INCLUDED IN ANY ATTACHMENT, GUIDANCE, AMENDMENT, ADDENDUM OR OTHER DOCUMENTATION PUBLISHED BY HEALTHIERHERE FOR ANY PURPOSE SUBJECT TO OR INCLUDED UNDER THIS AGREEMENT SHALL BE DEEMED AN AMENDMENT OF THIS PROVISION UNLESS IT EXPRESSLY STATES THAT IT IS INTENDED AS SUCH AN AMENDMENT.

PARTICIPANT'S USE OF THE CIE IS INTENDED FOR REFERENCE AND DECISION SUPPORT PURPOSES ONLY AND DO NOT REPRESENT HEALTHIERHERE'S RECOMMENDATIONS. PARTICIPANT ACKNOWLEDGES THAT THE CIE IS NOT DESIGNED OR INTENDED FOR USE IN ANY ENVIRONMENT IN WHICH THE UNAVAILABILITY OF CIE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE SHARED DATA ARE NOT INTENDED TO BE STATEMENTS OF FACT OR TRUTH. HEALTHIERHERE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF THE SHARED DATA, NOR THE SHARED DATA'S COMPLIANCE WITH LEGAL REQUIREMENTS OR STANDARD.

THE CIE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. PARTICIPANT ACKNOWLEDGES AND AGREES THAT HEALTHIERHERE AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO

OBTAIN ACCESS TO AND DAMAGE SHARED DATA, WEB SITES, COMPUTERS, OR NETWORKS.
HEALTHIERHERE WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES

6.2. SHARED DATA. ACCESS TO SHARED DATA, SHARED DATA ITSELF, AND THE DATA VIEWED OR RETRIEVED THEREFROM IS PROVIDED BY THE CIE "AS IS" AND "AS AVAILABLE." HEALTHIERHERE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND AS THEY MAY PERTAIN TO THE FUNCTIONALITY OF SHARED DATA OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE DATA INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PARTICIPANT ALSO ACKNOWLEDGES AND AGREES THAT THE CIE AND SHARED DATA ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE OF PERSONS BY HEALTHIERHERE. THE CIE AND SHARED DATA ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS, OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE WITHOUT THE SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER.

6.3. RELEASE OF LIABILITY. PARTICIPANT IS SOLELY RESPONSIBLE FOR AND HEREBY RELEASES HEALTHIERHERE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF AND FROM ALL LIABILITY ARISING OUT OF ANY AND ALL ACTS OR OMISSIONS, TAKEN OR MADE BY PARTICIPANT, IN RELIANCE ON SHARED DATA, THE CIE, CLIENT INFORMATION, DISCLOSURE OF CLIENT INFORMATION, OR THE FAILURE OF ONE OR MORE OF THE PARTICIPANTS TO OBTAIN A CLIENT'S AUTHORIZATION TO DISCLOSE A CLIENT'S DATA TO HEALTHIERHERE, THE CIE AND OTHER PARTICIPANTS WHEN REQUIRED TO DO SO UNDER THIS AGREEMENT OR APPLICABLE LAW.

6.4. LIMITATION OF LIABILITY. EXCLUDING CLAIMS FOR INDEMNITY, AND NOT WITHSTANDING ANYTHING TO THE CONTRARY STATED ELSEWHERE IN THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HEALTHIERHERE TO PARTICIPANT, REGARDLESS OF THEORY OF LIABILITY OR CHARACTERIZATION OF DAMAGES, SHALL BE LIMITED TO AN AMOUNT THAT IS EQUAL TO ONE-HALF THE ANNUAL AGGREGATE PARTICIPATION FEES OR FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), WHICHEVER IS LESS. IN NO EVENT SHALL HEALTHIERHERE OR ITS PARENT, SUBSIDIARY, AFFILIATE, LICENSOR OR SUPPLIER, BE LIABLE TO PARTICIPANT FOR ANY INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING PUNITIVE OR MULTIPLE DAMAGES, OR ANY FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, EQUIPMENT DOWNTIME, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF REVENUE OR PROFIT SUFFERED BY PARTICIPANT FOR ANY REASON, WHETHER FORESEEABLE OR NOT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL HEALTHIERHERE BE RESPONSIBLE FOR ANY PENALTIES, DAMAGES OR OTHER LOSSES INCURRED BY PARTICIPANT AS THE RESULT OF ANY EVENT, OCCURRENCE OR FAILURE TO PERFORM BY HEALTHIERHERE WHICH WAS CAUSED BY PARTICIPANT'S OR AN AUTHORIZED USER'S FAILURE TO COMPLY WITH AN OBLIGATION UNDER ANY APPLICABLE REQUIREMENT OF THIS AGREEMENT OR WITH ANY LAW OR REGULATION. IN ADDITION, PARTICIPANT AGREES TO RELEASE AND COVENANTS NOT TO SUE ANY AND ALL OTHER USERS OR PARTICIPANTS, PROVIDED THAT SUCH OTHER PARTY HAS SIMILARLY COVENANTED, FROM AND FOR ANY AND ALL CLAIMS THAT MAY ARISE OUT OF OR WHICH ARE IN ANY WAY CONNECTED TO PARTICIPANT'S OR SUCH OTHER PARTICIPANTS' OR SUCH OTHER USERS' NON-RECKLESS, NON-NEGLIGENT, AND NON-INTENTIONAL USE OF THE CIE OR SHARED DATA.

7.0 INDEMNIFICATION.

7.1. INDEMNIFICATION. Each Party (“Indemnifying Party”) will indemnify, hold harmless and defend the other Party and its directors, officers, employees, and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and other expenses arising directly out of a third party claim (“Claim”) against an Indemnified Party to the extent caused by (a) any negligent, willful or reckless act or omission of the Indemnifying Party in the performance of its obligations under this Agreement; (b) the Indemnifying Party’s violation of Applicable Law; or (c) any material breach of this Agreement on the part of the Indemnifying Party under this Agreement. The foregoing indemnification obligations are contingent upon the Indemnified Party promptly notifying the indemnifying Party in writing of such claim, loss, liability, etc. and permitting the indemnifying Party sole authority to control the defense or settlement of such claim and providing such indemnifying Party reasonable assistance (at such indemnifying Party’s sole expense) in connection therewith. Notwithstanding the foregoing, the Indemnifying Party shall not, without the written consent of an Indemnified Party as part of any settlement or compromise (i) admit to liability on the part of the Indemnified Party; (ii) agree to an injunction against the Indemnified Party; or (iii) settle any matter in a manner that separately apportions fault to the Indemnified Party.

8.0 Insurance.

8.1. Participant’s Insurance. Unless otherwise agreed or set forth in Policies and Procedures, Participant, at its sole cost and expense, shall obtain and keep in force, an insurance policy or policies, or self-insure in an amount sufficient to cover any liability of Participant under this Agreement, Applicable Law or other act or omission giving rise to a claim for indemnity. Such policies shall provide general liability, professional liability, and cyber risk insurance coverage.

8.2. CIE Insurance. HealthierHere shall obtain and keep in force, at all times during the Term of this Agreement, insurance covering the CIE activities as contemplated by this Agreement, including, but not limited, general liability, professional liability, and cyber risk insurance. HealthierHere shall provide Participant with a certificate of coverage within ten (10) business days of a written request therefore.

9.0 Definitions.

“Applicable Law” means all laws which govern the subject matter of this Agreement, including without limitation all federal, tribal, state, and local laws which govern the privacy and security of personally identifiable information under State Law and protected health information under both State and Federal Laws and Regulations.

“Authorization” refers to the written authorization using the template authorization form provided by HealthierHere satisfying the requirements of 45 CFR Section 164.508 or other Applicable Law that requires a patient’s express written permission for the disclosure of health or other information. Notwithstanding the foregoing, Participant shall only disclose drug or alcohol use information created by a substance use disorder program subject to 42 CFR Part 2 if HealthierHere provides Participant with written notice that such information may be disclosed to the CIE.

“Authorized User” means an individual designated by a Participant to access and use the CIE, including without limitation an employee or Business Associate of the Participant. Participant is responsible and liable for any violation of this Agreement by an Authorized User.

“Client” means an individual receiving health care, mental health care, behavioral health services, community services, or government benefits from one (1) or more Participants, or referral services from the CIE, whose information will be shared pursuant to this Agreement with other Participants. Client does not mean or include those clients whose information is not entered into Shared Data.

“Client Information” means identifiable information relating to a Client, including without limitation, personally identifiable information and Protected Health Information, and may include the Client’s name, address and contact information, demographic information, community services needs, health conditions, the history of delivered services, care team members, and other information relevant to the provision of services to a Client.

“Security Incident” means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an electronic information system containing Client Information, and shall include an incident that is a “security incident” under 45 CFR §164.304 or a “breach of unsecured PHI” under 45 CFR §164.402. A “Security Incident” does not include pings and other broadcast attacks on the CIE’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Client Information.

“Participants” means the individuals or entities, including Participant, that have entered into a Participation Agreement with HealthierHere. References to Participants include their employees, agents, contractors, and Authorized Users if and to the extent such individual accesses the CIE, Shared Data, or Client Information.

“Permitted Use” means the submitting, viewing, accessing, using, disclosing and exchanging, and retrieving Client Information to and from the CIE solely for the purpose of providing treatment, payment, and/or healthcare operations, as defined by 45 CFR §164.501, public health activities, as set forth under 45 CFR §164.512(b), the determination of eligibility for government or other benefits, or care coordination of a Client including referral and government program enrollment assistance, as permitted by Applicable Law and the Client’s Authorization.

“Shared Data” means information that is collected and stored by the CIE and shared by the CIE with Participants, including but not limited to:

- (i) A directory of resources offered by Participants and other agencies, businesses, and community organizations to help meet Client needs;
- (ii) Client Information that may be provided by the Client or that has been collected by Participant or other Participants and, with the Client’s Authorization, is shared on the CIE;
- (iii) With the Client’s Authorization, a record of the services that were sought by the Client or requested for the Client along with the services actually delivered; and

- (iv) With the Client's Authorization, a listing of members of the care team for the Client, comprising individuals and organizations that are providing health and community services to the Client, and other information.

10.0 General Provisions.

10.1. No Exclusion. The Parties each warrant and represent that neither they nor any of their Related Parties have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7) or have been excluded from government contracts by the General Services Administration. A Party will provide the other immediate notice in the event either is excluded from government contracts or placed on the sanctions list.

10.2. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be changed so as to best accomplish the objectives of the Parties within the limits of applicable law, provided, however, if that is not possible or feasible, such provision will be severed from this Agreement to the extent of such determination without affecting the validity or enforceability of such remaining provisions.

10.3. Governing Laws. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Washington. The parties waive any objections and agree to the venue and personal jurisdiction of the courts of the State of Washington and the federal courts situated in King County over any action arising out of or relating to this Agreement.

10.4. Force Majeure. No Party shall be liable to the other for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control, including, without limitation, any mechanical, electronic, or internet communications failure, terrorist acts, cyber terrorism, or malicious mischief.

10.5. Notices. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted by this Agreement will be in writing and shall be deemed to have been duly given, made and received on the date when delivered to the other Party at the address stated below the signature line when actually delivered by a nationally recognized courier service, or on the third business day following the day when deposited in the United States mail, certified, postage prepaid, return receipt requested. A Party may change its address for Notice, at any time, by giving Notice of such change as provided herein.

10.6. Independent Contractors; No Third Party Beneficiaries. HealthierHere and Participant are independent contractors, and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint ventures. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Nothing in this Agreement is intended to confer upon any third party any rights, remedies, or obligations.

10.7. Modifications. Except as specifically provided herein, no modification to the terms of this Agreement or its Attachments shall be valid, unless in writing and signed by the Parties hereto.

10.8. Complete Agreement. The terms of this Agreement and its Attachments and Exhibits collectively represent the entire understanding between the Parties and supersede all previous agreements, whether oral or in writing. The Attachments and/or Exhibits attached to this Agreement are fully incorporated and made a part of this Agreement by this reference as if fully stated herein.

10.9. Survival. Notwithstanding termination of this Agreement, those provisions which by their meaning are intended to survive termination, including, or in addition to the following provisions of this Agreement relating to the following matters, shall survive termination in accordance with their terms: (Indemnification), (Representations and Warranties; Limitations), (Liability Limitations), (Survival), (Definitions) and (General Provisions). Termination of this Agreement by a Party shall not relieve the other Party hereto from any liability that at the time of termination already accrued to the other Party or which thereafter may accrue in respect of any act or omission of such Party prior to termination or any continuing obligation imposed by applicable law.

10.10. Authorized Agent Signature. By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of attachments and exhibits, and that he or she is either (a) the Participant or, (b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement.

10.11. Rules of Interpretation. If, and to the extent there is a conflict between the definition given a term by this Participation Agreement and the Data Use Agreement, Business Associate Agreement, or other attachment, the definition stated in the Data Use Agreement, Business Associate Agreement or attachment shall govern.

10.12. Counterpart Signatures and Facsimile Signatures. This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution and delivery of this Agreement.

Signatures:

For HealthierHere

Signature

Date

Printed Name and Title

Address for notice:

For _____ (Participant)

Signature

Date

Printed Name and Title

Address for notice:
