

Central PA Connect Health Information Exchange
Terms & Conditions for Participants

Adopted: 08/10/2020

Effective: 09/15/2020

1. DEFINITIONS

1.1 “**Access**” shall have the meaning given under 45 C.F.R. § 164.304.

1.2 “**Access Controls**” means the process of granting or denying specific requests to: (i) obtain and Use information and related information processing services; and (ii) enter specific physical facilities (e.g. federal buildings, military establishments, border crossing entrances).

1.3 “**Ancillary Services**” means services other than the Services or training requested by a Participant to enable it to more efficiently Use the CPC-HIE, such as the integration of other, approved Software for use by the Participant, or assistance required to connect to the CPC-HIE.

1.4 “**Alerts**” shall have the meaning set forth in the CPC Policies and the CPC Technical Requirements.

1.5 “**Applicable Law**” means all federal, state, and local laws, ordinances and regulations, including, but not limited to, all applicable statutes and regulations of the Commonwealth of Pennsylvania and other states in which the Participant may operate. The laws of the Commonwealth related to Super Protected Data (as defined herein) are a part of Applicable Law.

1.6 “**Approved Electronic Health Records System**” means the system offered by the Hospital under its then-current Electronic Health Record Systems Access Agreement or another electronic health record approved, in writing, by the Hospital.

1.7 “**Audit**” means the independent review and examination, from time to time, of records and activities to assess the adequacy of system controls and processes, to ensure compliance with the P3N and CPC Policies and P3N and CPC Technical Requirements, and to recommend necessary changes in Participant’s controls, policies and procedures.

1.8 “**Authorized User**” means an individual Participant or an individual designated to use the Services on behalf of the Participant pursuant to Section 4 (Authorized Users).

1.9 “**Breach**” shall have the meaning given in 45 C.F.R. § 164.402.

1.10 “**Business Associate**” shall have the meaning given in 45 C.F.R. § 160.103.

1.11 “**Business Day(s)**” means calendar days excluding Saturdays, Sundays and legal holidays.

1.12 “**Certified Participant**” or “**CP**” is an organization that oversees and conducts, on its own behalf or on behalf of its Member Organizations, electronic transactions or exchanges of health information.

1.13 “**Commonwealth**” shall mean the Commonwealth of Pennsylvania. References to states shall include the Commonwealth.

1.14 “**Covered Entity**” shall have the meaning given in 45 C.F.R. § 160.103.

1.15 “**CPC-HIE Fees and Expenses**” means Fees and Expenses incurred by the Hospital in connection with the establishment, operation and/or management of the CPC-HIE, including, but not limited to, its connections to the P3N, PHG and/or any External Networks including the Hospital’s participation in the HIETCC. CPC-HIE Fees and Expenses do not include Fees or Expenses payable under separate agreements between the Hospital and Participants, including any Electronic Health Records Systems Access Agreement or Fees and Expenses payable pursuant to Sections 12.2, 12.3, 12.5 and 12.6 of these Terms and Conditions.

1.16 “**CPC-HIE**” means the Lancaster General Health Information Exchange, an HIE operated by the Hospital and connected to the P3N.

1.17 “**CPC Policies**” means the policies adopted by the Hospital for the operation of the CPC-HIE, as amended from time to time and which are available on the CPC-HIE website. CPC Policies shall also include Flow Down Provisions in effect from time to time.

1.18 “**CPC Software**” means the Software used by the Hospital as part of the CPC-HIE and excludes all other Software used or offered for use by Participants pursuant to separate agreements, including, but not limited to, Software falling under the Hospital’s Electronic Health Record Systems Access Agreement. CPC Software may include P3N Software or Software provided by third party vendors.

1.19 “**CPC Technical Requirements**” mean the minimum requirements adopted by the Hospital from time to time for Participants to Access and effectively Use the CPC-HIE, the P3N and External Networks. The CPC Technical Requirements, as amended and updated from time to time, shall be posted on the CPC-HIE website.

1.20 “**CPC Systems**” shall mean the Hospital’s Software, devices, mechanisms and infrastructure dedicated by the Hospital to facilitate the electronic movement of Patient Data among Participants according to nationally recognized standards. The CPC Systems, as amended and updated from time to time, shall be posted on the CPC-HIE website.

1.21 “**Data**” means a subset of information in an electronic format that allows it to be retrieved or transmitted.

1.22 “**Data Aggregation**” shall have the meaning given in 45 C.F.R. § 164.501.

1.23 “**Data Provider**” means a Participant that provides Patient Data to the CPC-HIE.

1.24 “**Data Recipient**” means a Participant that receives or accesses Patient Data from the CPC-HIE.

1.25 “**Data Source**” means a: (i) Data Provider, (ii) third party entity providing data (including laboratory or diagnostic testing results or medication history information), and (iii) any other sources from which data originates.

1.26 “**Days**” means calendar days unless otherwise indicated.

1.27 “**Disclose**” and “**Disclosure**” shall have the meaning given in 45 C.F.R. § 160.103.

1.28 “**Effective Date**” shall have the meaning set forth in the Participation Agreement.

1.29 “**eHealth Exchange**” means all of the standards, services and policies identified by, and the development of which was facilitated by, the Office of the National Coordinator for Health Information Technology in the Office of the Secretary, U.S. Department of Health and Human Services (“ONC”), that enables secure health information exchange over the Internet.

1.30 “**Electronic Media**” shall have the meaning given in 45 C.F.R. § 164.103.

1.31 “**Electronic PHI**” shall have the meaning given in 45 C.F.R. § 164.103.

1.32 “**External Networks**” means statewide, nationwide or other health information exchange networks, including, but not limited to, the P3N, which enable the secure exchange of health information among authorized Parties, all in accordance with the CPC Policies and CPC Technical Requirements as well as Flow Down Provisions.

1.33 “**Expenses**” means sums charged by CPC-HIE as and for reimbursement of its direct and indirect costs in accordance with these Terms and Conditions.

1.34 “**Fees**” means charged for the establishment, operation, management or use of a network or facility or otherwise charged in accordance with these Terms and Conditions.

1.35 “**Flow Down Provisions**” means P3N Policies, P3N Technical Requirements and other instructions adopted by PA eHealth, including, but not limited to, P3N Policies and P3N Technical Requirements, which are directly applicable to Participants.

1.36 “**Health Care Operations**” shall have the meaning given in 45 C.F.R. § 164.501.

1.37 “**Health Care Provider**” means a person licensed pursuant to the laws of the Commonwealth of Pennsylvania to provide health care or professional clinical services, including, health care practitioners, health care providers, public health authorities, pharmacies, medical laboratories, persons providing items or services described in Section 1861(s) and 1861(u) of the Social Security Act.

1.38 “**Health Information Exchange**” or “**HIE**” means an interoperable system that electronically moves and exchanges Protected Health Information between CP’s or HIO’s in a manner that ensures the secure exchange of Protected Health Information to provide care to patients as an eHealth Exchange. As used herein “the HIE” means the CPC-HIE and other HIE’s.

1.39 “**Health Information Organization**” or “**HIO**” means as defined by PA eHealth Board of Directors, from time to time, organizations that enable the exchange between at least two unaffiliated provider and/or payer (public or private) organizations, and enable users to satisfy health information exchange “Meaningful Use” requirements, if applicable.

1.40 “**HIE Trust Community**” or “**HIETCC**” means the community of HIO’s subscribing to P3N Agreements at a specific time.

1.41 “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under at 45 C.F.R. Parts 160 and 164, as amended from time to time.

1.42 “**Member Organization**” or “**MO**” means individuals and entities (including, but not limited to, Health Care Providers, physician practices health care facilities, medical laboratories, payers, etc.) that enroll in and connect to a CP to send and/or receive health information.

1.43 “**Notice**” means a written communication sent to the Hospital or the Participant, as the case may be, to the Primary Contact.

1.44 “**PA eHealth**” means PA eHealth Partnership Program, a unit of DHS.

1.45 “**PA Patient and Provider Network**” or “**P3N**” means a network of networks, connected by a thin layer of services, governed by PA eHealth, defined as a suite of registries and indexing and security services which help to create a pathway between CP’s.

1.46 “**PA Public Health Gateway**” or “**PHG**” means a single point of entry for healthcare information organizations (HIOs) submitting data for provider organizations to dozens of applications in the Department of Health and Department of Human Services.

1.47 “**P3N Agreement**” means Pennsylvania eHealth Partnership Program Uniform Participant Agreement between the Hospital and PA eHealth as the same may be amended from time to time.

1.48 “**P3N Fees and Expenses**” means those Fees and Expenses assessed against the CPC-HIE by PA eHealth for the establishment, operation or management of the P3N.

1.49 “**P3N Policies**” means the policies adopted by PA eHealth and/or the HIETCC for the operation of the P3N. The P3N Policies, as amended and updated from time to time, shall be posted on the CPC website.

1.50 “**P3N Software**” means Software owned by or licensed by PA eHealth and utilized to provide Services.

1.51 “**P3N Technical Requirements**” means the minimum technical specifications and requirements adopted by PA eHealth and/or the HIETCC from time to time for the operation of the P3N. The P3N Technical Requirements, as amended and updated from time to time, shall be posted on the CPC website.

1.52 “**Participant**” means a Member Organization that is party to a Participation Agreement with the Hospital.

1.53 “**Participation Agreement**” means a legally binding agreement between the Hospital and each of its Participants for the Use of the HIE and Services, and which incorporates these Terms and Conditions and the CPC Policies and CPC Technical Requirements.

1.54 “**Patient**” means any person for whom the Member Organization is a custodian for Patient Data.

1.55 “**Patient Data**” means health information that is created or received by a Member Organization and relates to past, present, or future physical or mental health of an individual or the provision of health care to an individual that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, including such information that is made available for exchange by a Data Provider pursuant to Section 6 (Data Provider’s Rights and Obligations). Patient Data includes Protected Health Information (or PHI) and Super Protected Data (both as defined herein and under Applicable Law).

1.56 “**Payment**” shall have the meaning given in 45 C.F.R. § 164.501.

1.57 “**Permitted Uses**” means the reasons for which Authorized Users may Access Protected Health Information through the HIE and P3N as defined in Section 5.3 and limited by Section 5.4.

1.58 “**Protected Health Information**” or “**PHI**” shall have the meaning given in 45 C.F.R. § 160.103 and includes Electronic PHI.

1.59 “**Primary Contact**” means the person identified as such in the Participant’s Participation Agreement.

1.60 “**Services**” means the information-sharing and Data Aggregation services that the Hospital provides through the CPC-HIE, as available from time to time, to enable Participants to exchange Patient Data on the HIE, including:

(a) Acting as an intermediary between, and operating a network of, Participants seeking to exchange information, including through the P3N;

(b) Managing Access to and Use of the CPC-HIE;

(c) Providing Participant Access (defined in Section 1.1) to P3N and External Networks (defined in Section 1.25); and

(d) Other services furnished by or available through the CPC-HIE from time to time.

1.61 “**Software**” means a collection of one or more programs, databases or microprograms fixed in a tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

1.62 “**Super Protected Data**” means Protected Health Information that, under Applicable Law, requires a higher level of consent for Use and Disclosure, including HIV-related information, under 35 P.S. § 7607 (also known as Act 148) and its implementing regulations, mental health treatment information under the Pennsylvania Mental Health Procedures Act, 50 P.S. §§ 7107-7116, and its implementing regulations set forth at 55 Pa. Code. § 5100, *et seq.*, and the Pennsylvania Drug and Alcohol Control Act, 71 P.S. § 1690.108(c) and its implementing regulations at 4 Pa. Code § 255.5, *et seq.*, as well as federal law and regulations governing the Confidentiality of Substance Abuse Disorder Patient Records, set forth at 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2.

1.63 “**Term**” shall have the meaning set forth in a Participant’s Participation Agreement.

1.64 “**Treatment**” means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for healthcare from one health care provider to another as used, for example, in 45 C.F.R. § 164.501.

1.65 “**Unauthorized Use**” means: (i) any attempt at or any action that results in circumventing the Access Controls or Policies regarding Access or Access Controls; (ii) use in violation of intellectual property, privacy, publicity, proprietary information rights and policies of others; and/or (iii) use other than in accordance with the express terms of these Terms and Conditions, the Policies or Applicable Law.

1.66 “**Use**” means the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information as used, for example, in in 45 C.F.R. § 160.103.

1.67 “**Vendor**” means each third party vendor of Software, hardware and/or related services that, together with the Software, hardware and/or related services provided by other Vendors, comprise the HIE and the Services.

1.68 “**Vendor Agreement**” means each agreement between the Hospital and a Vendor respecting that Vendor’s provision of Software or hardware and/or performance of related services.

2. TERMS AND CONDITIONS; CPC POLICIES AND THE CPC TECHNICAL REQUIREMENTS

2.1 Generally

These Terms and Conditions apply to the operation of the CPC-HIE, the provision of the Services, and the relationships among the Hospital, with and among Participants and certain others with respect thereto, and shall be deemed incorporated by reference into each Participation Agreement.

2.2 Procedures for Amendments to Participation Agreement, Policies, Technical Requirements, Fees and Expenses or Terminate or Change Services

(a) The Hospital is solely responsible for the development of the Participation Agreement, these Terms and Conditions and the CPC Policies and the CPC Technical Requirements, and the setting of CPC-HIE Fees and Expenses and other Fees and Expenses set forth in Section 12, and may amend, or repeal and replace, the Participation Agreement, these Terms and Conditions and/or the CPC Policies and/or CPC Technical Requirements at any time as the Hospital determines is appropriate, pursuant and subject to Sections 3.3 - 3.8 below. Except as provided in Section 2.2(b), the Hospital shall provide Participant with thirty (30) Days prior Notice of any amendments to or a repeal and replacement of these Terms and Conditions and/or the Policies and Technical Requirements.

(b) Notwithstanding anything contained in Section 2.2(a) or Sections 3.3 - 3.8, if an amendment to or a repeal or replacement of the Terms and Conditions or Policies and Technical Requirements, as the case may be, is required in order for the Hospital and/or Participants to comply with Applicable Law, P3N Policies and/or P3N Technical Requirements and/or Flow Down Provisions, the Hospital may implement such amendment, repeal or replacement within a shorter time period and without prior Notice to Participants.

(c) The Hospital may terminate or change the Services as provided in Section 8.8 (Change or Termination of Services) of these Terms and Conditions.

(d) The Hospital may, in its sole discretion, approve additional or other Participants to the CPC-HIE without the consent of earlier admitted Participants.

(e) The Hospital may fix, adjust and apportion Fees and Expenses as provided in Section 12 of these Terms and Conditions.

3. PARTICIPATION AGREEMENTS

3.1 Accepted Participation Agreement Required

Each Member Organizations (MO) must execute the then-current form of Participation Agreement (and secure its Acceptance as provided therein) in order to become a Participant and to use the P3N and have access to the Services described in its Participation Agreement.

3.2 Effect of Policies, Technical Requirements and Fees and Expenses

After the Effective Date of the Participation Agreement and throughout the Term thereof, the Participant shall fully and completely comply with the terms of the Participation Agreement (including all obligations imposed as conditions to its Acceptance), all CPC Policies and CPC Technical Requirements and pay all Fees and Expenses imposed by the CPC-HIE.

3.3 Changes to Participation Agreements, Terms and Conditions, CPC Policies and CPC Technical Requirements

The Hospital may amend, repeal and replace the Participation Agreement, these Terms and Conditions and/or the CPC Policies and the CPC Technical Requirements at any time, and shall give Participants prior Notice of those changes, as described in Section 2.2. Subject to Section 3.4, any such change to these Terms and Conditions or the Policies and Technical Requirements shall automatically be incorporated by reference into each Participation Agreement, and be legally binding upon the Hospital and the Participant, as of the effective date of the change.

3.4 Request for Reconsideration; Termination Based on Objection to Change

If a change to the Participation Agreement, these Terms and Conditions or the CPC Policies and the CPC Technical Requirements described in Section 3.3 affects a material right or obligation of the Participant, and the Participant objects to that change, that Participant may:

(a) Make a written request to the Hospital for reconsideration noting the reasons for the Participant's objection. In the event of a request for reconsideration, the Hospital shall review the request and provide a determination to Participant within thirty (30) Days of receipt of the request.

(b) Terminate its Participation Agreement by giving the Hospital written Notice thereof not more than thirty (30) Days following the latter of: (i) the Hospital's Notice of the change; or (ii) the Hospital's written determination after the request for reconsideration in Section 3.4(a). Such termination of the Participant's Participation Agreement shall be effective as of the effective date of the change to which the Participant objected; provided, however, that any change to these Terms and Conditions or the Policies and Technical Requirements or to a Participation Agreement that the Hospital determines is required to comply with Applicable Law or the P3N Policies or P3N Technical Requirements shall take effect as of the effective date the Hospital determines is required, and the termination of any Participant's Participation Agreement based on the Participant's objection to the change shall be effective as of the Hospital's receipt of the Participant's Notice of termination, and allowance of a reasonable time for the Hospital to diligently implement such termination.

3.5 Participant's Other Rights to Terminate

(a) Participant may terminate its Participation Agreement at any time without cause by giving not less than one hundred and eighty (180) Days prior Notice to the Hospital.

(b) Participant may terminate its Participation Agreement if the Hospital fails to perform a material responsibility arising out of the Participant's Participation Agreement, and that failure continues uncured for a period of sixty (60) Days after the Participant has given the Hospital Notice of that failure and requested that the Hospital cure that failure.

(c) Participant may terminate its Participation Agreement if a Breach of confidentiality or security, as described in Section 10.2, occurs and the Hospital does not promptly take measures either: (i) to cure that Breach, if cure is possible given the nature of the breach, or (ii) to prevent subsequent similar Breaches, subject to the termination provisions outlined in the Participant's Business Associate Agreement.

(d) Notwithstanding any other provision of this Section 3 to the contrary, if Section 10.4 applies, the Participant may terminate its Participation Agreement as expressly set forth in the Business Associate Agreement.

3.6 The Hospital's Rights to Terminate

(a) The Hospital may terminate any Participant's Participation Agreement at any time upon the termination or suspension of the P3N Agreement or under circumstances giving rise to Force Majeure (as provided in Section 17.2) by giving Notice to the Participant with immediate effect; or

(b) The Hospital may terminate or suspend performance under any Participant's Participation Agreement if the Participant fails to perform a material responsibility arising out of the Participant's Participation Agreement, and that failure continues uncured for a period of sixty (60) Days after the Hospital has given the Participant Notice of that failure and requested that the Participant cure that failure; or

(c) The Hospital may terminate or suspend performance under any Participant's Participation Agreement at any time without cause by giving not less than one hundred and eighty (180) Days prior Notice to the Participant; or

(d) Notwithstanding the foregoing, the Hospital may immediately terminate the Participant's Participation Agreement if: (i) a Breach of confidentiality or security occurs and the Participant does not promptly take measures either (A) to cure that Breach, if cure is possible given the nature of the Breach, or (B) to prevent subsequent similar Breaches, in either case in a manner reasonably satisfactory to the Hospital, or, (ii) such termination is required by any change in Applicable law, or (iii) the Participant becomes insolvent, assigns its assets for the benefit of its creditors, or is the subject of bankruptcy or insolvency proceedings; or (iv) the P3N Agreement between the Hospital and PA eHealth is suspended or terminated.

3.7 Effect of Termination

Upon any termination of a Participant's Participation Agreement, that MO shall cease to be a Participant and thereafter neither the former Participant nor its Authorized Users shall have any rights to use the CPC-HIE or receive the Services. A former Data Provider shall have no obligation to provide Data following the termination of that Data Provider's Participation Agreement. All licenses or other rights to use CPC-HIE granted to the Participant hereunder shall terminate automatically upon the termination of the Participant's Participation Agreement. Certain provisions of these Terms and Conditions shall continue to apply to the former Participant and its Authorized Users following that termination, as described in Section 3.8.

3.8 Survival of Provisions

The following provisions of these Terms and Conditions shall continue to apply to a former Participant notwithstanding any termination of the Participant's Participation Agreement: Section 4.5; Section 5.4; Section 5.5; Section 6.3; Section 6.6; Section 7.1; Section 7.7; Section 7.9; Section 10; Section 11; Section 12; Section 13; Section 14; Section 15; Section 16; and Section 17 as well as Participant's obligations under the Business Associate Agreement.

4. AUTHORIZED USERS

4.1 Identification of Authorized Users

To enable the Hospital to establish appropriate Access for each Participant and Authorized User, each Participant shall provide the Hospital with a list, in a medium and format approved by the Hospital identifying all of the Participant's Authorized Users, together with the information described in Policies and Technical Requirements. Thereafter, the Participant shall provide Notice to the Hospital whenever an Authorized User is added or removed by reason of termination of employment or otherwise and provide such Notice to the Hospital of all such changes within forty eight (48) hours of occurrence. The Participant shall not permit an Authorized User to transfer his or her credentials to another, either temporarily or permanently.

4.2 Requirements for Participants' Authorized Users

Participant shall verify, and certify to the Hospital, if requested, that each Authorized User has satisfied all requirements for Authorized Users described in the Policies and Technical Requirements.

4.3 Requirements for the Hospital's Personnel

The Hospital shall require that its personnel having access to the CPC-HIE on behalf of the Hospital have complied with other requirements described in the CPC Policies and CPC Technical Requirements. Only bona fide employees, agents or contractors of the specific Member Organization that is the Participant may be designated as Authorized Users by such Participant.

4.4 No Use by Other than Authorized Users

The Participant shall restrict Access to the HIE and, if applicable, use of the Services, to the Authorized Users that the Participant has identified to the Hospital in accordance with Section 4.1 (Identification of Authorized Users).

4.5 Responsibility for Conduct of Participant and its Authorized Users

The Participant shall be responsible for all acts and omissions of the Participant and/or the Participant's Authorized Users, and all other individuals who Access the CPC-HIE and/or use the Services either through the Participant or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Participant or any of the Participant's Authorized Users, with respect to the CPC-HIE, the Services and/or any

Patient Data or other confidential and/or other information Accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the Participant.

4.6 Limited Rights of Authorized Users

An Authorized User shall have no rights to Access the CPC-HIE, and/or to use the Services or any Patient Data or other information made available therefrom, other than those granted to the Authorized User by the Hospital or by the Participant on whose behalf the Authorized User Accesses the CPC-HIE and/or uses the Services or Patient Data or other information made available therefrom. Any such right of an Authorized User shall cease and terminate upon: (i) the termination of that Authorized User by the Participant; or (ii) the termination of the Authorized User's Access rights by the Hospital or the Participant; or (iii) the termination of the Participant's Access rights. In no event shall Authorized Users make use of the CPC-HIE except for Permitted Uses.

4.7 Termination of Authorized Users for Violations

Each Participant shall require that all of its respective Authorized Users use the CPC-HIE and the Services only in accordance with these Terms and Conditions and the CPC Policies and CPC Technical Requirements, including, without limitation, the provisions thereof governing the confidentiality, privacy and security of protected health information. The Participant shall discipline and/or sanction appropriately any of its respective Authorized Users who fail to act in accordance with these Terms and Conditions, the CPC Policies or the CPC Technical Requirements or, if they adopt a stricter standard, in accordance with the Participant's stricter standard. The failure of a Participant to do so shall constitute a material breach of these Terms and Conditions and the Participation Agreement by the Participant. Upon Notice to the Participant, the Hospital may terminate the Access of any Authorized User to the CPC-HIE and/or the Services for any violation of these Terms and Conditions, the CPC Policies, the CPC Technical Requirements or Participant's stricter standard.

5. DATA RECIPIENT'S RIGHTS AND OBLIGATIONS

5.1 Data Recipient's Use of Services

If the Participant is a Data Recipient, the Terms and Conditions of this Section 5 shall apply to that Participant and all of its Authorized Users.

5.2 Grant by the Hospital

The Hospital grants to each Data Recipient, and each Data Recipient shall be deemed to have accepted, a nonexclusive, personal, non-transferable, limited right to have Access to and to use the CPC-HIE and the Services for which that Data Recipient has registered, subject to the Data Recipient's full compliance with the Data Recipient's Participation Agreement. As between the Hospital and the Participant, the Hospital retains all other rights to the CPC-HIE and all the components thereof. No Data Recipient shall obtain any rights in or to the CPC-HIE, the Services or any Patient Data except for the limited rights to use the CPC-HIE expressly granted by its Participation Agreement.

5.3 Permitted Uses

Data Recipient may Access and Use the CPC-HIE, Services, and Patient Data only as follows (“Permitted Uses”):

- (a) Uses for Treatment, Payment and Health Care Operations; or
- (b) Any other use that is permitted or required under HIPAA, the P3N Policies, or other Applicable Law governing the use and disclosure of Patient Data.

5.4 Prohibited Uses

Data Recipient shall not use, or permit the use of, the CPC-HIE, Services, or Patient Data for any purpose or use other than for the Permitted Uses set forth in Section 5.3. Without limiting the generality of the foregoing, a Data Recipient shall not use the CPC-HIE, Services, or Patient Data for any purpose or in any manner that is prohibited by HIPAA, the CPC Policies, or other Applicable Law, including the laws related to Super Protected Data. Any use of the CPC-HIE, Services or Patient Data in violation of Sections 5.3 and 5.4 shall constitute a material breach of these Terms and Conditions and the Participation Agreement by the Participant.

5.5 Data Sources’ and Other Restrictions on Uses

Data Recipient acknowledges that the use and disclosure of certain Patient Data, including Super Protected Data, may be subject to particular restrictions, including specific restrictions imposed by a Data Source, which may be more restrictive than the restrictions set forth in Section 5.4. Data Recipient agrees that it will comply with any specific restrictions of which Data Recipient is made aware by the Hospital in connection with the receipt of Patient Data.

5.6 No Limitation on Data Recipient’s Use of Its Own Data

Nothing in this Section 5 (Data Recipient’s Rights and Obligations) or elsewhere in these Terms and Conditions or the CPC Policies and the CPC Technical Requirements is intended or will be deemed to limit Data Recipient’s use of its own Data in any way consistent with Applicable Law.

5.7 Consent

Prior to Accessing Patient Data, Data Recipient shall comply with all Applicable Law governing patient consent to and for the use or disclosure of information, as well as with all requirements regarding obtaining consent from patients that are set forth in the CPC Policies and Technical Requirements.

6. DATA PROVIDER'S RIGHTS AND OBLIGATIONS

6.1 Data Provider Obligations

If the Participant is a Data Provider, the Terms and Conditions of this Section 6 (Data Provider's Rights and Obligations) shall apply to that Participant.

6.2 License by the Hospital

The Hospital grants to each Data Provider, and each Data Provider shall be deemed to have accepted, a nonexclusive, personal, nontransferable, limited right to have Access to and to use the CPC-HIE and Services for the purposes of complying with the obligations described in this Section 6 (Data Provider's Rights and Obligations), subject to the Data Provider's full compliance with the Data Provider's Participation Agreement. The Hospital retains all other rights to the CPC-HIE and all the components thereof. No Data Provider shall obtain any rights to the CPC-HIE except for the limited rights to use the CPC-HIE expressly granted by the Participation Agreement.

6.3 License by the Data Provider

The Data Provider grants to the Hospital, with the consent of the Patient, a perpetual, fully-paid, worldwide, non-exclusive, royalty free right and license: (i) to permit the Hospital and others to Access through the CPC-HIE and use all Protected Health Information provided by the Data Provider in accordance with the Participation Agreement and/or the rules and regulations governing External Networks, as applicable; (ii) to use such Protected Health Information to carry out the Hospital's duties under the Participation Agreement and/or the rules and regulations governing External Networks, including, without limitation, system administration, testing, problem identification and resolution, management of the CPC-HIE, Data Aggregation activities as permitted by applicable state and federal laws and regulations, including, without limitation, those promulgated under HIPAA and the rules and regulations for Super Protected Data, and otherwise as the Hospital determines is necessary and appropriate to comply with and carry out its obligations under all applicable federal, state, and local laws and regulations; (iii) to use such Protected Health Information to assess and articulate the value of the CPC-HIE in a manner consistent with the Hospital's mission and purposes; and (iv) to release data in accordance with the CPC Policies and CPC Technical Requirements and as permitted by Applicable Law.

6.4 Data Providers Generally

Each Data Provider shall participate in and maintain its connection to the CPC-HIE and provide Protected Health Information to the CPC-HIE.

6.5 Specific Responsibilities of Data Providers

Without limiting any other provision of these Terms and Conditions, a Data Provider shall throughout the term of the Participation Agreement:

(a) provide Access to Protected Health Information as described in this Participation Agreement and the CPC Policies and the CPC Technical Requirements;

(b) exercise reasonable care to assure that the Protected Health Information to which the Data Provider provides Access pursuant to its participation in the CPC-HIE is correct, accurate and complete;

(c) use best efforts based upon industry standards to ensure that accurate patient matching occurs. In doing so, the Data Provider may enjoy flexibility in approach, but shall at a minimum perform in accordance with CPC Policies and industry standards in a professional and workmanlike manner. The Data Provider shall notify PA eHealth through processes established by PA eHealth within the timeframes established by PA eHealth should it determine that there is an error or mismatch in Protected Health Information provided by the Data Provider;

(d) provide the best quality Data they are able to produce to the CPC-HIE. In doing so, the Data Provider may enjoy flexibility in approach, but shall at a minimum perform in accordance with industry standards in a professional and workmanlike manner;

(e) The Data Provider shall notify CPC-HIE and PA eHealth of any Protected Health Information to which the Data Provider has provided Access that the Data Provider later determines is corrupt, incomplete, erroneous or otherwise incorrect, or which is otherwise inappropriate for availability through the CPC-HIE and P3N.

6.6 Specifically Prohibited Activities. Without limiting any other provision of this Participation Agreement, the Data Provider shall not knowingly or negligently:

(a) allow to be transmitted to the CPC-HIE any unlawful, threatening, abusive, libelous, defamatory, or otherwise objectionable information of any kind;

(b) allow to be transmitted to the CPC-HIE any information or Software that contains any virus, worm, unauthorized cookies, Trojan, malicious Software, "malware," or other program, routine, subroutine, or Data designed to disrupt the proper operation of a system or any part thereof or any hardware or Software used by the CPC-HIE; or

(c) allow to be transmitted to the CPC-HIE any information that violates the proprietary rights, privacy rights, or any other rights of a third party, including any Patient. In doing so, the Data Provider may enjoy flexibility in approach, but shall at a minimum perform in accordance with CPC Policies and industry standards in a professional and workmanlike manner.

6.7 Data Provider's Representation as to Protected Health Information. By making Protected Health Information available to Authorized Users through the CPC-HIE, the Data Provider shall represent that it: (1) is compliant with Applicable Law in making the PHI available to Authorized Users for the purposes of Treatment, Payment and Healthcare Operation such that the Use of the PHI by other Parties does not violate any intellectual property rights, privacy rights, or other rights of a patient or other third party, and (3) is an accurate representation of the Data contained in its systems, and does not contain known material errors at the time it is provided.

6.8 Notice to Patients. The Data Provider shall notify affected individuals of the Data Provider's participation in the CPC-HIE, and such individuals' rights with respect thereto, all as and to the extent required by Applicable Law and regulations including HIPAA Rules and rules protecting Super Protected Data.

6.9 Standards of Performance. Nothing in this Section 6 is intended to or shall supersede or replace any other standard of performance required by these Terms and Conditions or Applicable Law. The Data Provider acknowledges by execution of the Participation Agreement that the quality and reliability of Data in the CPC-HIE is of the utmost importance to the value, reliability, and sustainability of the CPC-HIE and the P3N, and that the compliance with, and good faith performance of, its obligations under this Section 6 (Data Provider's Rights and Obligations) is a primary obligation of the Data Provider under the Participation Agreement.

6.10 Measures to Assure Accuracy of Data

Each Data Provider shall, in accordance with the requirements described in the CPC Policies and the CPC Technical Requirements, use reasonable and appropriate efforts to assure that all Protected Health Information it provides to the CPC-HIE is accurate, free from serious error, and reasonably complete. Each Data Provider shall cooperate with and assist the Hospital in correcting any inaccuracies or errors in the Patient Data it provides to the CPC-HIE.

6.11 No Limitation on Data Provider's Use of Its Own Data

Nothing in this Section 6 or elsewhere in these Terms and Conditions is intended or will be deemed to limit Data Provider's use of its own data in any way consistent with Applicable Law.

6.12 Consent

Data Provider shall comply with all Applicable Law governing Patient consent to the use or disclosure of information, as well as with all requirements regarding obtaining consent from patients that are set forth in the CPC Policies and the CPC Technical Requirements.

7. OTHER OBLIGATIONS OF ALL PARTICIPANTS

7.1 Compliance with Laws and Regulations

Notwithstanding any provisions of these Terms and Conditions, the CPC Policies and/or the CPC Technical Requirements, the Participant shall, at all times, adhere to Applicable Law.

7.2 CPC-HIE Security

The Participant shall implement security measures with respect to the CPC-HIE and the Services in accordance with the CPC Policies and the CPC Technical Requirements. The Participant shall adopt policies and procedures for addressing unauthorized Access to and Use of the CPC-HIE and reporting such unauthorized Access and Use to CPC-HIE and PA eHealth.

7.3 Collection, Use and Disclosure of Patient Data for Financial Benefit

No Participant shall make any arrangement, directly or indirectly, to obtain any financial benefit for Patient Data unrelated to Treatment, Payment or Healthcare Operations unless it shall first have secured patient consent therefor. Patient authorizations for sale of Patient Data must specifically state that the Participant is receiving payment in exchange for Patient Data and whether the Patient Data can be further exchanged for payment by the recipient. The Participant may not sell or disclose Patient Data derived from the CPC-HIE, except as defined by HIPAA and with the permission of CPC-HIE. Patient Data shall be collected, Used and/or Disclosed only to the extent necessary to accomplish specific purposes, in accordance with Applicable Law and this Participation Agreement. Each Participant shall be required to comply with Applicable Law governing the Use of Patient Data for research.

7.4 Software and Hardware Provided by Participant

Each Participant shall be responsible for procuring all equipment and Software necessary for it to Access the CPC-HIE, Use the Services, and provide to the Hospital all information required to be provided by the Participant including, but not limited to, an Approved Electronic Health Records System (“Participant’s Required Hardware and Software”). Each Participant’s Required Hardware and Software shall conform to the then-current CPC Policies and CPC Technical Requirements. Without limiting any other provision of these Terms and Conditions, the Hospital may change such specifications from time to time in its sole discretion upon not less than sixty (60) Days prior Notice to each Participant affected by the change. As part of the Participant’s obligation to provide Participant’s Required Hardware and Software, the Participant shall be responsible for ensuring that all the Participant’s computers to be used to interface with the CPC-HIE are properly configured, including, without limitation, to the operating system, web browser, and Internet connectivity.

7.5 Other Resources

Each Participant shall be responsible for providing such other resources as may be reasonably necessary for connection with the implementation of the CPC-HIE, including, but not limited to, making available such Participant staff members as may be necessary for such purposes.

7.6 Malicious Software, Viruses, and Other Threats

Participant shall use reasonable efforts to ensure that its connection to and use of the system, including, without limitation, the medium containing any Data or other information provided to the CPC-HIE, does not include, and that any method of transmitting such Data will not introduce, any program, routine, subroutine, or Data (including, without limitation, malicious Software or “malware,” viruses, worms, and “Trojan Horses”) which will disrupt the proper operation of the CPC-HIE or any part thereof or any hardware or Software used by the Hospital in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the CPC-HIE or any part thereof or any hardware, Software or Data used by the Hospital or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable.

7.7 Training of Participants' Authorized Users

Participant shall provide appropriate and adequate training to all of the Participant's Authorized Users, prior to them becoming Authorized Users, in accordance with the requirements of Applicable Law and regulations governing the confidentiality, privacy, and security of Protected Health Information, including, without limitation, requirements imposed under HIPAA, other Applicable Law and the CPC Policies and CPC Technical Requirements.

7.8 Audits and Reports

Participant shall submit to periodic audits by the Hospital and PA eHealth and timely provide information requested by the Hospital related to the Participant's processes, Use of the CPC-HIE and Access to the Services (and that of its Authorized Users) to be used in the preparation of audits and reports prepared by the Hospital and its professionals. Participant shall provide the Hospital with assistance in the Hospital's applications for, and maintenance and renewal of, security certifications and accreditations of the Hospital and shall take any corrective action requested by the Hospital in connection therewith.

Participant shall review periodic audits and reports generated and prepared by the Hospital and shall ensure compliant Access to the CPC-HIE and Access to the CPC-HIE by Participants and Authorized Users, including taking any required follow-up actions as required by the CPC Policies and the CPC Technical Requirements.

7.9 Cooperation with the Hospital's Participation in External Networks

Participant agrees to reasonably cooperate on issues relating to the Hospital's participation in External Networks. A complete list of such External Networks shall be posted on the CPC website. "Cooperation" includes, but is not limited to, providing information and/or allowing the audit of information, to the extent necessary for the Hospital to fulfill its reporting, audit, investigation and other obligations with respect to its participation in External Networks.

7.10 Unauthorized Use

Participant shall not engage in any Unauthorized Access to or Use of the CPC-HIE, and shall ensure that its Authorized Users do not engage in any Unauthorized Use of the CPC-HIE. Participant's Unauthorized Access to or Use of the CPC-HIE or that of any of Participant's Authorized Users shall constitute a material breach of these Terms and Conditions and the Participant's Participation Agreement.

8. THE HOSPITAL'S RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

8.1 Compliance with Laws and Regulations

Without limiting any other provision of these Terms and Conditions relating to the Parties' compliance with Applicable Law and regulations, the Hospital shall perform in all respects as contemplated by these Terms and Conditions, in compliance with Applicable Law.

8.2 Maintenance of the CPC-HIE

The Hospital shall maintain the functionality of the CPC-HIE and the Services as described in the CPC Policies and the CPC Technical Requirements and shall in a timely manner provide such service, security, and other updates as are commercially appropriate.

8.3 Malicious Software, Viruses, and Other Threats

The Hospital shall use commercially reasonable efforts to ensure that its provision of the CPC-HIE and Services, including, without limitation, the media containing any Data or other information provided to the CPC-HIE, does not include, and that any method of transmitting such Data will not introduce, any program, routine, subroutine, or Data (including, without limitation, malicious Software or “malware,” viruses, worms, and “Trojan Horses”) which will disrupt the proper operation of the CPC-HIE or any part thereof or any hardware or Software used by the Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the CPC-HIE or any part thereof or any hardware, Software or Data used by the Hospital or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable.

8.4 Training of the Hospital’s Personnel

The Hospital shall provide appropriate and adequate training to all of its personnel in the requirements of Applicable Law governing the confidentiality, privacy, and security of Protected Health Information, including, without limitation, requirements imposed under HIPAA.

8.5 Provision of Training to Participants and Their Authorized Users

The Hospital may provide or arrange for the provision of training to each Participant and that Participant’s Authorized Users regarding the Participant’s and the Authorized User’s rights and obligations under its Participation Agreement and these Terms and Conditions, and the Access and Use of the CPC-HIE and Services, including such user manuals and other resources that the Hospital determines appropriate to support the CPC-HIE and Services, including, without limitation, training for new or additional Authorized Users when added by the Participant. The Hospital may charge Participants for Training in accordance with Section 12 (Fees and Expenses).

8.6 Telephone and/or E-Mail Support

The Hospital shall provide or arrange for the provision of telephone and/or e-mail support and assistance in resolving difficulties in Accessing and Using the CPC-HIE and the Services, as the Hospital, with appropriate consideration of recommendations from HIETCC and other stakeholder- populated Hospital committees, determine appropriate to support the CPC-HIE and the Services. Such support shall be described in the CPC Policies and the CPC Technical Requirements.

8.7 Audits and Reports

The Hospital shall perform periodic audits and prepare reports and take any required follow-up actions as required by the CPC Policies and the CPC Technical Requirements.

8.8 Change or Termination of Services

The Hospital may change the CPC-HIE and/or the Services, or may cease providing the Services, at any time. Unless circumstances beyond the Hospital's control require it, changes to the CPC-HIE or the Services that reduce or limit the functionality or levels of service provided shall not be made without the prior approval of the Hospital's Board of Directors and not on less than ninety (90) Days prior Notice to Participants.

9. CPC SOFTWARE AND HARDWARE PROVIDED BY THE HOSPITAL

9.1 Description

The Hospital shall from time to time enter into agreements with one or more Vendors to arrange for the provision of such Software, hardware and related services as the Hospital determines is appropriate to arrange for the availability of the CPC-HIE and the performance of the Services. A description of the Hospital's arrangements for such Software, hardware and/or related services shall be set forth in the CPC Policies and the CPC Technical Requirements. Except as expressly provided otherwise in these Terms and Conditions or in a Participant's Participation Agreement, the Hospital's obligations to provide or arrange for the availability of the CPC-HIE and the performance of the Services shall be limited to the obligations undertaken by the Vendors pursuant to their respective Vendor Agreements with the Hospital and their liability and that of the Hospital limited as specified therein.

9.2 Grant of License; Ownership of Software

The Hospital grants to each Participant a non-exclusive, personal, nontransferable, limited license to Use the CPC Software and the associated hardware for Access to or Use of the CPC-HIE and, if the Participant is a Data Recipient, for the purpose of obtaining the Services. The Hospital represents and warrants to each Participant that the Hospital has the legal right and power to grant the license described in this Section 9.2 (Grant of License); provided, that the scope of such license, and these Terms and Conditions thereof, shall be limited by the terms and conditions of the licenses and other rights to the associated Software and associated hardware granted to the Hospital by a Vendor(s) ("Vendor Terms and Conditions"). As between the Hospital and the Participants, the Hospital shall be the sole and exclusive owner of the CPC Software and any other Software provided by the Hospital for Access or Use by the Participants. The Hospital shall have the sole and exclusive right to all intellectual property rights in or to such Software, including, without limitation, patents and copyrights.

9.3 Terms and Conditions Applicable to Vendor Products and Services

The Hospital will arrange for one or more Vendors, to provide Services, as well as certain electronic health record, clinical messaging and related services. Without limiting any

other provision of a Participant's Participation Agreement, each Authorized User shall, as an express condition to Participant's Access and Use such Software and services of any such Vendor, assent to that Vendor's terms of service which may be displayed on initial product sign-on or otherwise.

9.4 Modifications; Derivative Works

The Participant shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create the CPC Software or the CPC-HIE, or to create any derivative works from the associated Software or the CPC-HIE. The Participant shall not modify the CPC Software or the CPC-HIE, or combine the CPC Software with any other Software or services not provided or approved by the Hospital.

10. PROTECTED HEALTH INFORMATION

10.1 Compliance with Applicable Law and Policies and Technical Requirements

The Hospital and the Participant shall comply with the standards for the confidentiality, security, and use and Disclosure of patient health information, including, without limitation, Protected Health Information as required by HIPAA, and Applicable law as provided in the CPC Policies and the CPC Technical Requirements. Each Participant shall comply with such standards regardless of whether or not that Participant is a "Covered Entity" under HIPAA.

10.2 Reporting of Breaches

As soon as any Breach of confidentiality or security is discovered or known by the Hospital or any Participant, the Hospital or the Participant shall report the Breach to the other, in accordance with the CPC Policies and CPC Technical Requirements. The Hospital and the Participant shall further notify their respective insurers of such Breach within the time period required or otherwise set forth in the relevant insurance policies.

10.3 Business Associate Agreement

The Hospital acknowledges that, as a health information organization that operates an electronic health information exchange, it is a Business Associate of Participant. As such, it shall maintain the security and privacy of Protected Health Information in accordance with the provisions of the Business Associate Agreement that is attached hereto as Exhibit A and incorporated herein by reference or a Business Associate Agreement of a Participant that contains the same provisions of Exhibit A. As between the Hospital and Participant, the Hospital and Participant acknowledge that all such Protected Health Information shall be and remain the property of the Participant and, to the extent provided by Applicable Law, of the individual who is the subject of that Protected Health Information.

10.4 Business Associate Agreements with Third Parties

The Hospital may enter into arrangements with one or more subcontractors as defined in 45 C.F.R. § 160.103, to perform certain Hospital responsibilities as described in these Terms and Conditions. The Hospital shall enter into written agreements with such

subcontractors, as required by 45 C.F.R. § 164.308(b)(3), 164.314(a)(1), 164.502(e)(2), and 164.504(e)(1)(i), which written agreements shall contain the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Hospital in Exhibit A. Participant acknowledges that such written agreement may differ in form, but not in substance from Exhibit A.

10.5 Qualified Service Organization Agreement

If, through any Participant's Use of the Services, the Hospital's performance of its responsibilities described in the Policies and Technical Requirements causes the Hospital to act as a Qualified Service Organization, the Participant and the Hospital shall be bound by the terms of the Qualified Service Organization Agreement attached as Exhibit B.

11. CONFIDENTIAL INFORMATION

11.1 Scope of Confidential Information

In addition to Participant's obligations under Section 10 (Protected Health Information) of these Terms and Conditions, the Hospital and Participants, in the performance of their respective responsibilities pursuant to these Terms and Conditions, the Hospital and Participants may come into possession of certain Confidential Information of the other. For the purposes hereof, "Confidential Information" means all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements of the Hospital and the Participant, whether written or verbal, that are confidential in nature; provided, however, that Confidential Information shall not include any information that: (a) is in the public domain; (b) is already known or obtained by any other Party other than in the course of the other Party's performance pursuant to the Participation Agreement or these Terms and Conditions; (c) has been independently developed by any other Party without access to the Confidential Information of the disclosing Party; and/or (d) becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of the Participation Agreement or these Terms and Conditions, or any other confidentiality or nondisclosure agreement by such other Party. Patient Data is also Confidential Information of the disclosing Party.

11.2 Nondisclosure of Confidential Information

The Hospital and the Participants each: (i) shall hold and maintain in the strictest confidence all Confidential Information received from the other, or from any of the other's employees, accountants, attorneys, consultants, or other agents and representatives, in connection with the performance of their respective obligations under these Terms and Conditions; (ii) shall not use, reproduce, distribute or disclose any such Confidential Information except as permitted by these Terms and Conditions; and (iii) shall prevent its employees, accountants, attorneys, consultants, and other agents and representatives from making any such use, reproduction, distribution, or disclosure. Each Party will require its employees, accountants, attorneys,

consultants, and other agents and representatives to protect Confidential Information and to enjoy only such Access and make only such Use as reasonably required to carry out the Party's obligations.

11.3 Equitable Remedies

All Confidential Information represents a unique intellectual property of the Party disclosing such Confidential Information (the "Disclosing Party"). The unauthorized disclosure of said Confidential Information would have a detrimental impact on the Disclosing Party. The damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss. It would require a multiplicity of actions at law and in equity in order to seek redress against the receiving Party in the event of such an unauthorized disclosure. The Disclosing Party shall be entitled to equitable relief in preventing a breach of this Section 11 (Confidential Information) and such equitable relief is in addition to any other rights or remedies available to the Disclosing Party.

11.4 Compelled Disclosures

Notwithstanding any other provision hereof, nothing in this Section 11 (Confidential Information) shall prohibit or be deemed to prohibit a Party hereto from disclosing any Confidential Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such Party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, and such disclosures are expressly permitted hereunder; provided, however, that a Party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction shall provide the other Party with Notice thereof within five (5) Business Days before such disclosure will be made so that the other Party may seek a protective order or other appropriate remedy. The receiving Party will use reasonable efforts not to release Confidential Information or Patient Data pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose or seek to limit such Disclosure by the receiving Party and any subsequent Disclosure or use of Confidential Information or Patient Data that may result from such Disclosure. Notwithstanding any such compelled Disclosure by the receiving Party, such compelled Disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information or PHI so Disclosed. In no event shall a Party be deemed to be liable hereunder for compliance with any such subpoena or order of any court, administrative agency or other governmental body of competent jurisdiction.

11.5 Trademarks and Publication Rights

Participant and the Hospital acknowledge and agree that each retains control of its trademarks, tradenames, and/or service marks presently existing or hereinafter established with respect to it, and will not use the trademark of the other Party without the prior written consent of the other Party except that the CPC-HIE may advertise the Participant's participation in the CPC-HIE and use the Participant's trademarks, tradenames, and/or service marks in connection

therewith. No Participant shall publish any article, report or statement regarding CPC-HIE or P3N without the prior, written consent of the Hospital and PA eHealth.

12. FEES AND EXPENSES

12.1 Fees and Expenses of the CPC-HIE

The Hospital shall require that all Participants pay certain Fees and Expenses to the Hospital as set forth in this Section 12.1 as follows:

(a) As a condition to its Access and Use of the CPC-HIE, Participants shall pay the Hospital Fees and Expenses for Integrating and Approving Participant's Approved Electronic Health Records Systems (the "Onboarding Fee") pursuant to Section 12.2. The Onboarding Fee shall be paid by Participant to the Hospital prior to the Effective Date.

(b) Participants shall pay the Hospital Fees and Expenses for Training of Training Participant's Personnel pursuant to Section 12.3.

(c) Participant shall pay the Hospital a monthly, quarterly or annual service fee as set forth in the Participant's Participation Agreement (the "Access Fee") for Access to and Use of the CPC-HIE pursuant to Section 12.4.

The Participants acknowledge and agree that the Onboarding Fee and the current amount of the Access Fee are equal to at least fifteen percent (15%) of the Hospital's costs for the CPC-HIE provided to Participant, as required under the federal Anti-Kickback Statute safe harbor and Stark Law exception for donation of Electronic Health Record items and services. Accordingly, the Access Fee may be increased by the Hospital through written notice to Participant (and without separate amendment) to the extent the Hospital's costs for operating and maintaining the CPC-HIE increase, whether as a result of: a general price increase, a breach of Participant's obligations hereunder, or additional Services offered by the CPC-HIE or requested by Participants. Further, upon the expiration of such safe harbor and exception (currently, December 31, 2021), the Access Fee will be increased to the extent that the Hospital deems necessary to be consistent with the fair market value for Access to and Use of the CPC-HIE provided by Hospital and the then-Applicable Law.

The Participants further acknowledge and agree that, as required under the Anti-Kickback Statute safe harbor and Stark Law exception, Participant shall not be entitled to receive or continue to receive Access to or Use of the CPC-HIE and Services until the applicable Onboarding Fee and Access Fees are paid in full.

Failure to pay the Access Fees within thirty (30) days following the due date therefor may result in termination of Participant's and its Authorized Users' Access to and Use of the CPC-HIE on ten (10) days prior notice. A reconnection fee may be assessed to re-establish Access to and Use of the CPC-HIE after termination due to non-payment.

In apportioning the Fees and Expenses, the Hospital may adopt and use any formula that is commercially reasonable and consistent with then-current Applicable Law.

(d) In addition, Participant shall pay the Hospital Fees and Expenses for Hospital Charges for Insurance pursuant to Section 12.5.

(e) Participant shall also pay the Hospital Fees and Expenses for Ancillary Services pursuant to Section 12.6.

12.2 Fees and Expenses for Integrating and Approving Participant's Approved Electronic Health Records Systems.

The Hospital may, but shall not be obligated to, at the request of a Participant (or applicant to become a Participant) provide or arrange for services required to integrate an electronic health records system not then an Approved Electronic Health Records System, or a new version or release of an Approved Electronic Health Records System, that is not fully compatible with the CPC-HIE at rates set by the Hospital. The Hospital shall submit a written quotation to the Participant requesting such services, which quotation shall include a description of the services and the rates to be charged by the Hospital therefor. Any Software developed in connection with such services shall be the property of the Hospital and licensed to the Participant pursuant to Section 9.2 (Grant of License).

12.3 Fees and Expenses for Training Participant's Personnel.

The Hospital may, but shall not be obligated to, provide training in the operation of the CPC-HIE and Use of the Services to Participants (and Authorized Users of Participants) at rates set by the Hospital. The Hospital shall, in the case that it is willing to provide such training, submit a written quotation to the Participant requesting such training, which quotation shall include a description of the training and the rates to be charged by the Hospital therefor.

12.4 Fees and Expenses for Access and Use of the CPC-HIE.

(a) The amount of the Access Fee shall be calculated as of the first day of each year using projections of the CPC-HIE Fees and Expenses and shall be paid by Participant to the Hospital by the tenth day of the year, quarter or month throughout the Term of a Participant's Participation Agreement. The Participants acknowledge and agree that: (i) the amount of the Access Fee shall not decrease in the event the total number of a Participant's Authorized Users decreases during the Term of the Participation Agreement; (ii) if the CPAC-HIE Fees and Expenses exceed projections, the excess may be included in the Access Fees for subsequent periods as determined by the Hospital, in its sole discretion; and (iii) the Access Fees may be adjusted at any time to comply with Applicable Law.

12.5 Hospital Charges for Insurance

The Hospital may, but shall not be required, to make required insurance coverage available to Participants. In the event that the Hospital does so, and Participants agree to contract therefor, Participants shall pay the Hospital (or its designee) all Fees and Expenses related thereto.

12.6 Hospital Charges for Ancillary Services

The Hospital may, but shall not be obligated to, provide Ancillary Services to Participants (and Authorized Users of Participants) at rates set by the Hospital. The Hospital shall, in the case that it is willing to provide such Ancillary Services, submit a written quotation to the Participant requesting such Ancillary Services, which quotation shall include a description of the Ancillary Services and the rates to be charged by the Hospital therefor.

13. DISCLAIMERS AND EXCLUSIONS OF WARRANTIES; LIMITATIONS OF DAMAGES

13.1 Sole Limited Warranty

The sole and exclusive warranty by the Hospital respecting the CPC-HIE, the Service and all services related to a Participation Agreement, including, but not limited to, the Services and, more particularly, those described in Sections 8.2; Section 8.3; Section 8.4; Section 8.5; Section 8.6; and Section 8.7 of these Terms and Conditions, is that the Hospital will use commercially reasonable efforts to furnish the same. The sole remedy for a breach thereof shall be the Hospital's re-performance thereof after the hospital receives Notice thereof from a then-current Participant.

13.2 Exclusion for Carrier Lines

Each Participant and the Hospital acknowledges that Access to the CPC-HIE is to be provided over various facilities and communication lines, and information will be transmitted over local exchange and Internet backbone carrier lines and through routers, switches, and other devices (collectively, "Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which are beyond the Hospital's and each Participant's control. Neither the Hospital nor any Participant assumes any liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the Carrier Lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any Data or other information attributable to transmission on the Carrier Lines. Use of the Carrier Lines is solely at the Participant's risk and is subject to all applicable local, state, national, and international laws.

13.3 Disclaimer of Warranties; Limitations of Damages

EXCEPT AS PROVIDED IN SECTION 13.1 (SOLE LIMITED WARRANTY), ACCESS TO THE CPC-HIE, USE OF THE SERVICES, AND THE INFORMATION OBTAINED BY A PARTICIPANT FROM THE ACCESS TO AND/OR THE USE OF THOSE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND, EXCEPT AS PROVIDED TO THE CONTRARY IN A VENDOR AGREEMENT, NON-INFRINGEMENT. THE PARTICIPANT SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE

IN RELIANCE ON THE CPC-HIE OR THE INFORMATION IN THE CPC-HIE, INCLUDING, BUT NOT LIMITED TO, INACCURATE OR INCOMPLETE INFORMATION.

IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL THE HOSPITAL OR ANY PARTICIPANT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF INFORMATION OR DATA, BODILY INJURY, OR OTHER THIRD-PARTY LIABILITIES, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF THE HOSPITAL OR THE PARTICIPANT HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE HOSPITAL AND EACH PARTICIPANT DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE CPC-HIE.

13.4 Exclusion of Responsibility for Acts of Other Participants and Health Information Exchanges

By using the CPC-HIE and the Services, each Participant acknowledges and agrees that other Participants shall have Access to the CPC-HIE and Services. Pursuant to these Terms and Conditions, such other Participants shall have agreed to comply with these Terms and Conditions concerning use of the information made available through the CPC-HIE and the Services; provided, however, that the actions of such other Parties are beyond the control of the Hospital and the Participant. Accordingly, neither the Hospital nor the Participant assumes any liability for or relating to any violation of these Terms and impairment of the privacy, security, confidentiality, integrity, availability, or restricted Use of any information on the CPC-HIE resulting from any action or failure to act of any other Participant or other Party other than the Hospital and the Participant.

Participant acknowledges that Data may also be shared with participants of other Health Information Exchanges in connection with the Hospital's participation in External Networks. Participant acknowledges that the Hospital shall have no responsibility for the acts or omissions of any User Accessing or utilizing the CPC-HIE through any External Network.

13.5 Participant's Sole Responsibility for Acts of Its Authorized Users and Others

Each Participant shall be solely responsible for any damage to the P3N, the CPC-HIE or to External Networks, to P3N Software, CPC Software or Software of a third party (and any associated hardware or networks), caused by Participant, any of its then-current or former Authorized Users, or any person using a user name and/or password assigned to the Participant, or a member of the Participant's employees, agents or contractors.

13.6 Additional Exclusion of Responsibility for Unauthorized Access; Lost or Corrupt Data

The Hospital shall not be responsible for Unauthorized Use of the CPC-HIE or unauthorized Access to the Participant's transmission facilities or equipment by individuals or entities using the CPC-HIE or for unauthorized Access to, or alteration, theft, or destruction of the participant's Data files, programs, procedures, or information through the CPC-HIE, whether by accident, fraudulent means or devices, or any other method. Each Participant shall be solely responsible for validating the accuracy of all output and reports and protecting the Participant's Data and programs from loss by implementing appropriate security measures, including routine backup procedures. Each Participant waives any damages occasioned by lost or corrupt Data, incorrect reports, or incorrect Data files resulting from programming error, operator error, equipment or Software malfunction, security violations, or the use of third-party Software. The Hospital and Data Sources are not responsible for the content of any information transmitted or received through the Hospital provision of the Services, except to the extent that the content of such information is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of the Hospital.

13.7 Additional Exclusion of Responsibility for Inaccurate Data

By using the CPC-HIE and the Services, each Participant acknowledges and agrees that all Data to which Access is made through the CPC-HIE and/or the Services originates from Data Sources and not from the Hospital. All such Data is subject to change arising from numerous factors, including, without limitation, changes to patient health information made at the request of the patient, changes in the patient's health condition, the passage of time and other factors. Without limiting any other provision of these Terms and Conditions, the Hospital and its Vendors shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content, or delivery of any Data either provided by a Data Source, or used by a Data Recipient, pursuant to these Terms and Conditions, except to the extent that the content of such information is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of the Hospital.

13.8 Patient Care is Sole Responsibility of Participant and the Participant's Authorized Users and Personnel

Without limiting any other provision of these Terms and Conditions, each Participant and the Participant's Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for their respective patients and clients resulting from or in any way related to the Use of the CPC-HIE or the Services or the Data made available thereby. No Participant or Authorized User shall have any recourse against, and through the Participation Agreements that apply thereto, each shall waive, any claims against the Hospital or a Data Source for any loss, damage, claim, or cost relating to or resulting from its own Use or misuse of the CPC-HIE and/or the Services or the Data made available thereby.

13.9 Additional Limitations of Liability for Hospital

In addition to the limitations of liability set forth in Section 13.3 (Disclaimer of Warranties; Limitations of Damages):

(a) Notwithstanding the foregoing or anything in the Participation Agreement to the contrary, to the maximum extent permitted by Applicable Law, the aggregate liability of the Hospital, its officers, directors, employees or agents, for any and all manner of claims, demands, or causes of action, shall be limited to the greater of: (i) the amount of insurance coverage available to the Hospital with respect to such liability plus any amounts for which the Hospital is indemnified by third Parties, such as technology Vendors; or (ii) \$1,000,000.

(b) Notwithstanding the foregoing or anything in these Terms and Conditions to the contrary, to the maximum extent permitted by Applicable Law, the aggregate liability of a Participant, its officers, directors, employees or agents, for any and all manner of claims, demands, or causes of action shall be limited to the greater of: (i) the amount of insurance coverage available to that Participant with respect to such liability plus any amounts for which that Participant is indemnified by third parties, such as technology Vendors; or (ii) \$1,000,000.

(c) The foregoing limitations on liability set forth in this Section 13.9 (Additional Limitations of Liability for Hospital) and Section 13.3 (Disclaimer of Warranties; Limitations of Damages), above shall not apply to intentional acts of the Hospital or Participant, as the case may be.

13.10 Remedies against Vendors

Upon written request by Participant to the Hospital describing harm to Participant as a result of an alleged act or omission or willful misconduct by the Hospital's Vendor, the Hospital will: (a) examine whether the Hospital has a contractual basis to seek a remedy for Participant and report the results of its examination to Participant. If the Hospital determines that it does have a contractual basis to seek a remedy for Participant, it will use commercially reasonable efforts to pursue that remedy, or report back to Participant its reason for not doing so; and (b) provide reasonable cooperation in any efforts by Participant to pursue a remedy against a Vendor, including providing copies of the relevant Hospital Vendor Agreement, or report back to Participant its reason for not doing so. Participants shall reimburse Hospital's expenses, including reasonable attorneys' fees incurred in providing the foregoing assistance.

14. INSURANCE

14.1 Required Insurance Coverage

The Hospital shall maintain, throughout the term of the Participation Agreement and after its termination as provided in this Section 14.1 (Required Insurance Coverage), at its sole expense, insurance for "cyber-liability" or similar insurance appropriate to a Breach of personal health information, as well as such professional and general liability insurance coverage as it deems reasonable and necessary to insure itself and its officers, directors, and employees against any third party claim or cause of action arising out of the performance of the

Participation Agreement. Current coverages will be of the type and amount set forth on Schedule 14.1.

Each Participant shall maintain, throughout the term of its Participation Agreement, at its sole expense, insurance for “cyber-liability” or similar insurance appropriate to a Breach of personal health information, as well as such professional and general liability insurance coverage as it deems reasonable and necessary to insure itself and its officers, directors, and employees against any claims third party claim or cause of action arising out of the performance of the Participation Agreement including claims by the Hospital. Current coverages will be of the type and amount set forth on Schedule 14.1.

In the event of termination of Participant’s Participation Agreement for any reason, the Hospital and each Participant either shall maintain its insurance coverage called for under this Section 14.1 (Required Insurance Coverage) for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (“tail policy”).

14.2 Evidence of Coverage

The Hospital and each Participant shall provide proof of such required coverage upon request of the other. In the event of a Participant’s failure to provide proof of such continuing coverage within thirty (30) Days following request for such proof from the Hospital, the Hospital shall have the right to purchase such coverage and bill Participant for the premium, as well as the right to offset any such premium amounts against any amounts owed to Participant by the Hospital. Participant shall pay the Hospital the billed amount within ten (10) Days after Participant’s receipt of billing therefor.

14.3 Commercial or Self-Insurance

The insurance coverage required under these Terms and Conditions may be provided through one or more commercial insurance policies through a self-insurance fund reasonably satisfactory to the Hospital, or through a combination of commercial and self-insurance acceptable to the Hospital and PA eHealth.

15. INDEMNIFICATION

Notwithstanding the limitations regarding the types of damages set forth in Section 13.3 (Disclaimer of Warranties; Limitations of Damages) but in all cases subject to limitations set forth Section 13.9 (Additional Limitations of Liability for Hospital), the following Indemnification provisions shall apply:

15.1 Indemnification

(a) The Hospital shall indemnify and hold harmless Participant, and its officers, directors, members, employees or other agents, and defend any action brought against the same with respect to any third party claim, demand or cause of action, to the extent that it is based upon a claim that the CPC-HIE or Services, as provided by the Hospital and used within the scope of this Agreement, infringes or violates any United States patent, copyright, trade secret or other proprietary rights of a third party, provided that the Participant: (i) notifies the Hospital

within ten (10) Business Days of receiving written notification of the claim; (ii) grants the Hospital sole control of the defense and settlement of the claim; and (iii) provides the Hospital, at Participant's expense, with all assistance, information and PA eHealth reasonably required for the defense and settlement of the claim. The Hospital will have no liability for any infringement or misappropriation claim of any kind to the extent it results from: (i) modification of any CPC-HIE product or any Services made by any Party other than the Hospital, if such a claim would have been avoided if the Services or the CPC-HIE were not so modified; (ii) the combination, operation or use of the CPC-HIE or Services with Software, equipment or devices not supplied by the Hospital, if such a claim would have been avoided if the Services or CPC-HIE were not Used in such combination; (iii) Participant's failure to Use updated or modified CPC-HIE or Services provided by the Hospital to avoid a claim; or (iv) the Hospital's compliance with designs, plans or specifications furnished by or on behalf of Participant.

(b) The Participants shall indemnify and hold harmless the Hospital, and its officers, directors, members, employees or other agents, and defend any action brought against the same with respect to any third party claim, demand or cause of action, to the extent that it is based upon a claim that CPC-HIE or the Services caused injury or damage to a third party claiming by or through a Participant and regardless of the nature of the claim unless the claim arises directly from the Hospital's gross negligence or willful misconduct, and, provided that, the Hospital: (i) notifies Participant within five (5) Business Days of receiving written notification of the claim; (ii) grants Participant sole control of the defense and settlement of the claim; and (iii) provides Participant, at the Hospital's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

(c) A Participant that is also a Data Provider shall also hold PA eHealth, the Hospital and each other Participant free of and harmless from any claim, demand or cause of action, arising out of the Data Provider's provision of any Protected Health Information or Patient Data that is not accurate, not free from serious error, materially incomplete, or contains or is the direct result of such Data Provider's violation of Section 6.5 (Specific Responsibilities of Data Providers) of these Terms and Conditions (Specific Prohibited Activities).

(d) The Hospital and each Participant each shall indemnify and hold the other and its officers, directors, members, employees or other agents, harmless, from any claim, or demand or cause of action to the extent that it is based upon a claim arising out of the Party's breach of Section 10 (Protected Health Information) or Section 11 (Confidential Information).

(e) The foregoing provisions of this Section 15.1 (Indemnification) set forth the Parties' sole and exclusive obligations to indemnify the other and hold the other, and its officers, directors, members, employees or other agents, harmless, from claims of any kind.

15.2 Rules for Indemnification

Any indemnification made pursuant to this Section 15 (Indemnification) shall, unless otherwise provided, include payment of all costs associated with defending the claim or cause of action involved, whether or not such claims or causes of action are meritorious, including reasonable attorneys' fees and any settlement by or judgment against the Indemnified Party to be indemnified. In the event that a lawsuit is brought against the indemnified Party, the

indemnifying Party shall, at its sole cost and expense, defend the indemnified Party, if the indemnified Party demands indemnification by written Notice given to the indemnifying Party within a period of time wherein the indemnifying Party is not prejudiced by lack of notice. Upon receipt of such Notice, the indemnifying Party shall have control of such litigation but may not settle such litigation without the express consent of the indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification obligations of the Parties shall not, as to third parties, be a waiver of any defense or immunity otherwise available, and the indemnifying party, in indemnifying the indemnified party, shall be entitled to assert in any action every defense or immunity that the indemnified party could assert on its own behalf.

15.3 Indemnification by Government Participants

Certain Participants that are operated by the United States, the Commonwealth or by another governmental agency, including, but not limited to, public health authorities and public benefit corporations created by statute to provide and support health and medical services and health facilities, (collectively, “Government Participants”), may be subject to laws that limit that Participant’s ability to agree to or perform certain of the obligations of a Participant concerning indemnification described in Section 15.1 (Indemnification) of these Terms and Conditions. The Hospital may enter into a Participation Agreements with one or more Government Participants that provide for terms and/or conditions concerning indemnification by that Government Participant that are different from those set forth in Section 15.1 (Indemnification), and which shall apply to that Government Participant notwithstanding anything to the contrary in Section 15 (Indemnification).

16. DISPUTE RESOLUTION

16.1 Informal Dispute Resolution.

It is the intent of the Parties that all disputes arising under this Agreement regarding an inappropriate and/or unintended Breach of Access to Protected Health Information or Patient Data, as opposed to another breach of this Agreement, be resolved expeditiously, amicably, and at the level within each party’s organization that is most knowledgeable about the disputed issue. Such disputes may be, although are not limited to, things such as disagreements with regard to the existence or significance of a Breach, causal liability for the Breach or the responsibility to address, resolve or report such a Breach. Since these disputes can involve time sensitive matters, an expedited approach to resolution is desirable for the prompt and private resolution of these issues. If, at any point during the Dispute Resolution process, all of the Parties to the dispute accept a proposed resolution of the dispute, the Parties agree to implement the terms of the resolution in the agreed upon timeframe.

16.2 Mediation.

If a dispute cannot be resolved informally as provided in Section 16.1 (Informal Dispute Resolution), the Parties may, by mutual agreement, submit the matter to mediation to be conducted in Lancaster County, Pennsylvania. The process for selecting the mediator shall be determined by the mutual written consent of the Parties. If the Parties fail to agree to a process within fifteen (15) Business Days from a request, the requesting Party may proceed to invoke the

arbitration process provided for herein. The consent of any Party to such mediation may be withdrawn at any time, without cause.

16.3 Immediate Injunctive Relief.

Notwithstanding Sections 16.1 (Informal Dispute Resolution) or 16.2 (Mediation), a Party may be relieved of its obligation to participate in the Dispute Resolution Process if such Party: (1) believes that another Party's acts or omissions create an immediate threat to the confidentiality, privacy or security of Protected Health Information or Patient Data exchanged through the CPC-HIE or will cause irreparable harm to the CPC-HIE or another Party and (2) pursues immediate injunctive relief against such other Party in a court of competent jurisdiction. The Party pursuing immediate injunctive relief must notify PA eHealth of such action within twenty-four (24) hours of filing for the injunctive relief and of the result of the action within twenty-four hours of learning of same. If the injunctive relief sought is not granted and the Party seeking such relief chooses to pursue the dispute, the Parties may then submit to the Dispute Resolution process.

16.4 Activities During the Dispute Resolution Process.

Pending resolution of any dispute under this Section 16 (Dispute Resolution), the Parties agree to fulfill their responsibilities in accordance with these Terms and Conditions and their Participation Agreement, unless the Hospital suspends the Participation in accordance with Section 8.8 (Change or Termination of Services).

16.5 Implementation of Agreed Upon Resolution.

If at any point during the Dispute Resolution process, all of the Parties to the dispute accept a proposed resolution of the dispute, the Parties agree to implement the terms of the resolution in the agreed-upon timeframe. The Parties shall promptly report the agreed resolution to PA eHealth.

16.6 Reservation of Rights.

If, following the Dispute Resolution Process, in the opinion of any involved Party, the mandatory Dispute Resolution Process failed to adequately resolve the dispute, the Parties may pursue any remedies available to it in a court of competent jurisdiction.

17. OFFICIALS NOT TO BENEFIT

No official or employee of PA eHealth and no member of its General Assembly of the Commonwealth who exercises any functions or responsibilities under the P3N Agreement shall participate in any decision relating to this Participation Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of PA eHealth or member of its General Assembly have any interest, direct or indirect, in this Participation Agreement or the proceeds thereof.

18. EXAMINATION OF RECORDS

Each Participant will, at Participant's sole cost and expense, maintain, using its standard procedures, and in accordance with the CPC Policies and CPC Technical Requirements, books, records, documents, and other evidence pertaining to its performance of its obligations under its Participation Agreement with the Hospital and make them available to the Hospital and PA eHealth upon their reasonable request.

19. SINGLE AUDIT ACT OF 1984

In compliance with the *Single Audit Act of 1984*, the CP and the Participants agree to the following:

(a) This Agreement is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions (Yellow Book).

a. The audit requirement of this Agreement will be satisfied if a single audit is performed under the provisions of the Single Audit Act of 1984, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.

b. PA eHealth may have federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

c. The PARTICIPANT further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

20. RIGHT TO KNOW LAW

Each Participant will, at Participant's sole cost and expense, if requested by the Hospital or PA eHealth, provide requested assistance in any matter related to the Pennsylvania Right to Know Law (65 P.S. §§ 67.101 *et seq.*) arising under or related to the Participant's participation in the CPC-HIE.

21. NONDISCRIMINATION/SEXUAL HARASSMENT POLICY

(a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this Participation Agreement or any subcontract, the Participant, each subcontractor, or any person acting on behalf of the Participant or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA)

and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Neither the Participant nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Participation Agreement.

(c) The Participant and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

(d) The Participant and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this Participation Agreement relates.

(e) The Participant and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Participant and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Participant and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(f) The Participant shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

(g) The Participant’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of this Participation Agreement through the termination date thereof. Accordingly, the Participant and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of this Participation Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

(h) **The Hospital or PA eHealth may cancel or terminate this Participation Agreement for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Policy for cause pursuant to and in accordance with the termination provisions set forth herein. In addition, the agency may proceed with debarment or suspension and may place the Participant in the Participant’s Contractor Responsibility File.**

22. CONTRACTOR INTEGRITY POLICY

22.1 General Purpose.

It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

22.2 Definitions.

For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(a) “Affiliate” means two or more entities where (a) a parent entity owns more than fifty (50%) percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty (50%) percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

(b) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

(c) . “Contractor” means the Participant that has entered into this Participation Agreement with the Hospital.

(d) . “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of five (5%) percent or more interest in the Contractor.

(e) “Financial Interest” means either: (1) Ownership of more than a five (5%) percent interest in any business; or (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

(f) . “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

(g) “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

22.3. Requirements.

In furtherance of this policy, Contractor agrees to the following:

(a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

(b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

(c) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

(d) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

(e) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

22.4 Failure to Certify.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

22.5 Lobbying Disclosures.

Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 *et seq.*) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

22.6 Reports of Breach.

When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

22.7 Certifications and Representations.

Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify

the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

22.8 Cooperation with Investigations.

Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

22.9 Consequences of Violations.

For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

23. CONTRACTOR RESPONSIBILITY POLICY

23.1 Definitions.

For the purpose of these provisions, the term "Contractor" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the BOP-1204 PAGE 17 of 25 Revised: 02/06/2018 Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any

agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth and includes the Participant.

23.2 Certification by Contractor.

The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Hospital, that as of the date of its execution of this Participation Agreement, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Participation Agreement, a written explanation of why such certification cannot be made.

The Contractor also certifies to the Hospital, in writing, that as of the date of its execution of this Participation Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Participation Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Participation Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

23.3 Notification Required.

The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Participation Agreement with the Commonwealth.

23.4 Reimbursement of Commonwealth.

The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

23.5 List of Suspended and Debarred Contractors.

The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
Fax No: (717) 787-9138

24. THE AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 *et seq.*, the Participant understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Participation Agreement or from activities provided for under this Participation Agreement on the basis of the disability. As a condition of accepting this Participation Agreement, the Participant agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside Contractors.

The Participant shall be responsible for and agrees to indemnify and hold harmless the Commonwealth and the CP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth or CP as a result of the Participant’s failure to comply with the provisions of this Section 24.

25. GENERAL PROVISIONS

25.1 Governing Law

The interpretation of these Terms and Conditions and the resolution of any disputes arising under these Terms and Conditions and Participants’ Participation Agreements shall be governed by the laws of the Commonwealth of Pennsylvania. If any action or other proceeding is brought on or in connection with these Terms and Conditions or a Participation Agreement, the venue of such action shall be exclusively in the courts situated in Lancaster County, in the Commonwealth of Pennsylvania.

25.2 Force Majeure

If either CP or the Participant cannot perform any of its obligations by reason of: (i) severe weather and storms; (ii) earthquakes or other disruptive natural occurrences; (iii) strikes or other labor unrest; (iv) power failures; (v) nuclear or other civil or military emergencies; (vi) terrorist attacks; (vii) acts of legislative, judicial, executive, or administrative authorities; or (viii) any other circumstances that are not within its reasonable control that cannot be avoided through the exercise of commercially reasonable care and diligence (a “**Force Majeure Event**”), then the non-performing party will: (a) immediately notify the other party;

(b) take reasonable steps to resume performance as soon as possible; and (c) not be considered in breach during the duration of the Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event will not relieve the party of its obligations under Section 10 (Protected Health Information), or Section 11 (Confidential Information) or Section 12 (Fees and Expenses).

25.3 Notices

Any and all Notices required or permitted under these Terms and Conditions shall be sent by: (i) United States mail to the address set forth in the Participation Agreement or such different address as a Party may designate in writing; (ii) overnight delivery service with proof of delivery; or (iii) facsimile or email transmission with non-automatic acknowledgement from the recipient indicating receipt the Hospital by the Participant or such different addresses as a Party may designate in writing.

25.4 Waiver

No provision of the Terms and Conditions, the CPC Policies or the CPC Technical Requirements, the CPC-HIE Fees and Expenses schedule or any provision of the Participation Agreement, shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

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EXHIBIT A TO CPC-HIE TERMS AND CONDITIONS
BUSINESS ASSOCIATE AGREEMENT

[ATTACHED]

EXHIBIT B TO CPC-HIE TERMS AND CONDITIONS

QUALIFIED SERVICE ORGANIZATION AGREEMENT

The Hospital, a Qualified Service Organization, and the Participant do hereby enter into a Qualified Service Organization Agreement, whereby the Hospital agrees to provide to the Participant the services described in the Participation Agreement between the Parties and the Hospital's Policies and Technical Requirements (as such term is defined in the Participation Agreement). "Qualified Service Organization" means a person which: (a) provides services to a program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, medical, accounting, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (b) has entered into a written agreement with a program under which that person: (1) acknowledges that in receiving, storing, processing or otherwise dealing with any Super Protected Data and related patient records from the programs, it is fully bound by the provisions of 35 P.S. § 7607 (also known as Act 148) and its implementing regulations, mental health treatment information under the Pennsylvania Mental Health Procedures Act, 50 P.S. §§ 7107-7116, and its implementing regulations set forth at 55 Pa. Code. § 5100, *et seq.*, and the Pennsylvania Drug and Alcohol Control Act, 71 P.S. § 1690.108(c) and its implementing regulations at 4 Pa. Code § 255.5, *et seq.*, as well as federal law and regulations governing the Confidentiality of Substance Abuse Disorder Patient Records, set forth at 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2.

As a Qualified Service Organization, the Hospital:

1. Acknowledges that in receiving, storing, processing or otherwise dealing with any information about patients in any alcohol and drug abuse treatment program operated by the Participant, it is fully bound by the provisions of 35 P.S. § 7607 (also known as Act 148) and its implementing regulations, mental health treatment information under the Pennsylvania Mental Health Procedures Act, 50 P.S. §§ 7107-7116, and its implementing regulations set forth at 55 Pa. Code. § 5100, *et seq.*, and the Pennsylvania Drug and Alcohol Control Act, 71 P.S. § 1690.108(c) and its implementing regulations at 4 Pa. Code § 255.5, *et seq.*, as well as federal law and regulations governing the Confidentiality of Substance Abuse Disorder Patient Records, set forth at 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2; and

2. Undertakes to resist in judicial proceedings any efforts to obtain Access to any Super Protected Data by the Participant otherwise than as expressly provided for in 35 P.S. § 7607 (also known as Act 148) and its implementing regulations, mental health treatment information under the Pennsylvania Mental Health Procedures Act, 50 P.S. §§ 7107-7116, and its implementing regulations set forth at 55 Pa. Code. § 5100, *et seq.*, and the Pennsylvania Drug and Alcohol Control Act, 71 P.S. § 1690.108(c) and its implementing regulations at 4 Pa. Code § 255.5, *et seq.*, as well as federal law and regulations governing the Confidentiality of Substance Abuse Disorder Patient Records, set forth at 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2.

SCHEDULE 14.1 TO CPC-HIE TERMS AND CONDITIONS

REQUIRED INSURANCE COVERAGE

Each Participant and the Hospital shall procure and maintain at its expense, and cause to be maintained by any agents, contractors and subcontractors, as appropriate, the following types of insurance or maintain such self-insurance plans as shall be sufficient to insure against any claims, covering CP, its employees, agents, contractors and subcontractors:

(a) Worker's Compensation Insurance for all of their employees and those of any subcontractor engaged in performing in relation to this Participation Agreement, in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).

(b) Commercial general liability insurance (including contractual liability to cover the indemnity provisions set forth in these Terms and Conditions, providing coverage from claims for damages for personal injury, death, and property of others. The limits of such insurance shall be in an amount not less than \$500,000 per person, \$1,000,000 per occurrence, bodily injury and property damage combined, and \$3,000,000 annual aggregate (including personal and advertising injury). The Hospital, PA eHealth and the Commonwealth of Pennsylvania shall be named as insurance certificate holders, as their interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the CPC-HIE as an insurance certificate holder, or any other Participant, against the insurance coverages in regard to these obligations.

(c) Professional Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

(d) Cyber and Technology Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of \$1,000,000, per occurrence and a \$1,000,000 annual aggregate, including coverage for: (a) notification, credit monitoring and ID theft restoration; and (b) loss and defense coverage for claims brought for privacy violation and claims alleging security failure.

(e) Umbrella Liability Insurance, with a minimum limit of \$3,000,000 in excess of the Workers Compensation, Employers Liability and General Liability coverages.

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