

LOS ANGELES NETWORK FOR ENHANCED SERVICES

35612

Electronic Health Information Data Exchange
Participation Agreement

PARTICIPATION AGREEMENT

BY AND BETWEEN

THE LOS ANGELES NETWORK FOR ENHANCED SERVICES
("LANES")

AND

CITY OF LONG BEACH
DEPARTMENT OF HEALTH & HUMAN SERVICES

("PARTICIPANT")

FOR

ELECTRONIC HEALTH INFORMATION DATA EXCHANGE

LANES

ELECTRONIC HEALTH INFORMATION DATA
EXCHANGE PARTICIPATION AGREEMENT

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**LANES
ELECTRONIC HEALTH INFORMATION DATA
EXCHANGE PARTICIPATION AGREEMENT**

This Electronic Health Information Data Exchange Participation Agreement ("Agreement") is made and entered into as of 7/31/2020 (the "Effective Date"); by and between **Los Angeles Network for Enhanced Services**, a California Non-Profit Corporation (hereinafter referred to as "LANES") with its principal place of business located at 1055 W. 7th Street, 33rd Floor, Los Angeles, CA 90017 and CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES (hereinafter referred to as "PARTICIPANT") with its principal place of business located at 2525 GRAND AVENUE, LONG BEACH, CA 90815 (collectively referred to as "Parties" and independently as "Party").

RECITALS

- A. LANES is a collaborative organization representing a number of stakeholders seeking to improve health care delivery in Los Angeles County, California. LANES is a Health Information Organization ("HIO") utilizing hardware, software and other technology to provide a health information exchange ("HIE"). The LANES HIE is organized and operated for the purpose of facilitating the secure and appropriate sharing of electronic medical records and clinical data among health care providers and other health care organizations including health care payors, in Los Angeles County, in an atmosphere of transparency, cooperation, and mutual trust. Such shared data may be used for treatment; care; care management; care coordination; health care operations; population health; and data analytics and data aggregation services; and other activities, as otherwise reasonably determined by the LANES Board, so long as such other activities are consistent with the foregoing described uses and comply with HIPAA.
- B. LANES provides or arranges for data transmission and related services so that the participating entities may submit, search, and exchange their patient's medical information in a centralized computer system. LANES' services include establishing and applying standards for such exchange of medical information. In the performance of such services, LANES has access to and/or is responsible for maintaining the medical information exchanged. In that capacity, LANES is a Business Associate of the covered-entity participants; and
- C. PARTICIPANT wishes to participate in the LANES HIE, in accordance with the terms and conditions of this Agreement, to transmit, search and access its patients' medical information, in order to enhance patient care and to reduce duplication of services.
- D. Public Health Foundation Enterprises d/b/a Heluna Health ("Heluna Health") acts as a fiscal intermediary under a separate agreement with LANES and is a third party beneficiary to this Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants, conditions, and obligations herein contained, and for other valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, LANES and PARTICIPANT mutually agree as follows:

I. APPLICABLE DOCUMENTS

Exhibits A, B, C and D are attached to, hereby incorporated in, and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or description of any task, or responsibility between the base agreement and the Exhibits, or between the Exhibits, such conflict or inconsistency shall be resolved in a manner that advances the purpose and intent of the base agreement. The Exhibits to this Agreement are as follows:

1. Exhibit A (Participation Fees), which sets forth the fees and other amounts that PARTICIPANT shall pay to LANES in exchange for participation in the Program(s).
2. Exhibit B (Business Associate Agreement), which sets forth the terms and conditions upon which LANES may Access, Use, or Disclose Patient Information, as the Business Associate of PARTICIPANT.
3. Exhibit C (LANES Privacy and Security Policies), which sets forth a summary of the General Privacy and Security Safeguards and Controls with which LANES and PARTICIPANT shall comply.
4. Exhibit D (Privacy and Security Checklist), which sets forth a checklist of Data Privacy and Security Provisions the parties shall comply with.
5. Exhibit E (Summary of Base Services Provided by LANES), attached hereto, which sets forth a summary of the base services and data access to be provided by LANES to PARTICIPANT.

II. DEFINITIONS

The meaning of the terms used in this Agreement shall be consistent with the defined terms set forth in this Section II (Definitions) and are capitalized throughout this Agreement. If a term is not defined in this Section II, it shall have the same meaning given to the term in the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), or their implementing regulations.

1. **"Access"** means the ability or the means necessary to view and read and use Patient Information by an Authorized User. Access includes the transfer of Patient Information from one Authorized User's electronic device to another Authorized User's electronic device through the System.
2. **"Authorization"** means the process used to determine whether a particular individual has the right to Access information through the System. Role-based access standards will be consistent with an individual's job function and the information required to perform his/her role.
3. **"Authorized User"** means an individual designated by LANES or Participant to Access and use the System, e.g., a natural person, who is authorized by a Participant to use the System on behalf of that Participant, including without limitation, an employee of Participant and/or a credentialed member of the Participant's medical staff or provider network, as applicable. If Participant is an individual, e.g., a physician, then that individual can be both a Participant and an Authorized User.
4. **"Business Associate"** has the same meaning as the term "business associate" in 45 C.F.R. § 160.103.
5. **"Breach of Privacy or Security"** is a Use or Disclosure of Patient Information other than in compliance with this Agreement that, pursuant to applicable laws or regulations, must be reported to affected individuals and/or government officials, including without limitation federal or state data breach notification rules.

6. **"CMIA"** means the California Confidentiality of Medical Information Act, California Civil Code Section 56 *et seq.*
7. **"Centralized Model"** means the Patient Information is collected from Participants and stored in a central repository.
8. **"Covered Entity"** has the same meaning as the term "covered entity" in 45 C.F.R. § 160.103.
9. **"LANES Data Exchange Participation Agreement" or "Participation Agreement"** means a written agreement between LANES and an individual or entity, which sets forth the terms of the individual's or entity's participation in, and LANES' provision of, the LANES HIE.
10. **"Data Elements"** means those elements of Patient Information which a Participant has disclosed to, and can access from, the LANES HIE. The Data Elements comprise a core data set of administrative, demographic, and clinical information about a patient's healthcare, covering one or more healthcare encounters.
11. **"Disclose" or "Disclosure"** has the same meaning as the term "disclosure" in 45 C.F.R. § 160.103.
12. **"Facilitators"** means (1) organizations that provide electronic health record access and hosting to a Covered Entity, or (2) health information exchanges, and/or similar health data exchange organizations (e.g., networks of networks, health information organization health hubs, health exchanges).
13. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations promulgated thereunder at 45 C.F.R. Parts 160, 162 and 164.
14. **"HITECH"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (commonly known as "ARRA"), Pub. L. No. 111-5 (February 17, 2009).
15. **"Individually Identifiable Health Information"** has the same meaning as the term "individually identifiable health information" in 45 C.F.R. § 160.103.
16. **"LANES HIE Vendor"** means an entity (e.g., Quality Systems, Inc., d/b/a "Mirth" or a successor contractor) which has a contract with LANES to perform functions or activities, or to provide certain services, for the LANES HIE.
17. **"Participant"** means an individual or entity that has entered into a LANES Data Exchange Participation Agreement with LANES to submit, Access, Use and Disclose Patient Information to be stored or stored in the HIE based on their defined role-based Authorization. LANES shall maintain a list of all Participants on its website.
18. **"PARTICIPANT"** (in all capital letters) means the Participant executing this Agreement. PARTICIPANT is also included in the more general term, "Participant" when the term refers to the Participants in LANES collectively or in a generic sense.
19. **"Participant's System"** means the electronic systems, including hardware and software, controlled by Participant, and through which Participant Accesses the LANES HIE pursuant to this Agreement.

20. **"Patient Information"** shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103.
21. **"Policies and Procedures"** means those policies and procedures adopted by LANES to describe the terms and conditions pursuant to which the System and Program shall be operated.
22. **"Program"** means the electronic health information exchange operated by LANES.
23. **"Proprietary Information"** means all information disclosed by one Party to the other during the course of the performance of the Agreement, including but not limited to 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, whether written or verbal, that are confidential in nature; provided, however, that "Proprietary Information" does not include Patient Information or any information that:
 - (a) Is in the public domain;
 - (b) Is already known or obtained by the other Party, other than in the course of the other Party's performance of this Agreement;
 - (c) Is independently developed by the other 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 this Agreement, or any other confidentiality or nondisclosure agreement by such third party.
24. **"Protected Health Information" or "PHI"** has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103.
25. **"Root Server"** is a physical, virtual or hosted server that meets the security requirements established by HIPAA/HITECH and is within the LANES HIE (or a hosted vendor's or the LANES HIE Vendor's) firewall and used as a message collection gateway for Patient Information.
26. **"System"** means the compilation of servers, applications, databases and networking components provided by LANES and/or the LANES HIE Vendor that are required to facilitate LANES' health information exchange.
27. **"Unsecured Protected Health Information"** has the same meaning as the term "Unsecured Protected Health Information" in 45 C.F.R. § 164.402.
28. **"Unsuccessful Security Incident"** means a security incident (as defined under HIPAA) that does not result in: (a) the unauthorized Access, Use, Disclosure, modification or destruction of Patient Information; or (b) material Interference with system operations in a Party's Information system, including, without limitation, activity such as ping and other broadcast attacks on that Party's firewall, port scans, unsuccessful log-on attempts, denial of service and/or any combination of the foregoing, so long as no such incident results in unauthorized Access, Use or Disclosure of electronic Protected Health Information.
29. **"Use"** has the same meaning as the term "use" in 45 C.F.R. § 160.103.

30. "Workforce Member" has the same meaning as the term "workforce member" in 45 C.F.R. § 160.103.

III. LANES' RESPONSIBILITIES

1. Exchange Operations. LANES will maintain and operate the System and the Program for medical treatment; care; care management; care coordination; health care operations; population health; and data analytics and data aggregation services (as set forth below), and as otherwise reasonably determined by the LANES Board (in compliance with HIPAA) as improving health care delivery by Participants and their affiliated providers in a cost-effective manner facilitated by the secure electronic exchange of patient medical records. A summary of the base services and data access to be provided by LANES to PARTICIPANT is set forth in Exhibit E (Summary of Base Services Provided by LANES). Data analytics performed by LANES shall be for the purposes of (1) PARTICIPANT'S treatment and care of patients, and (2) to facilitate Participants' population health management, such as risk stratification, risk scoring, disease and health risk monitoring and coordination of care. LANES shall have the right to create de-identified information in accordance with the requirements outlined in the Privacy Rule [45 C.F.R. Sections 164.513(a)-(c)]. As to any data that is not de-identified, data analytics performed by LANES for Participants shall not include (1) financial or competitive provider market analysis, (2) comparative ranking, benchmarking or other tiering of Participants, or (3) results enabling targeted contacts with patients. Participants will agree to use the System and Programs, in writing in a Data Exchange Participation Agreement, for the purpose of medical treatment and care coordination, as well as any analytics related thereto. Participants may Use and Disclose the Patient Information as permitted by law once the Participants have incorporated the Patient Information obtained through the System and Programs into Participants' own systems. LANES may contract with LANES HIE Vendor to maintain and operate the System and the Program and/or provide support services. LANES may also subcontract with other vendors as applicable for services related to or to support the operations of the HIE. LANES will require that its subcontractors, including LANES HIE Vendor, comply with the applicable terms and conditions of this Agreement and applicable laws and regulations, including Federal and California laws and regulations, HIPAA, and the HITECH Act.
2. Data Exchange Participation Agreement Required. LANES shall only permit Participants and their Authorized Users to Access and Use the LANES HIE. LANES may periodically enter into Participation Agreements with other Participants approved by the LANES Board. In such instances, LANES shall promptly notify all Participants, which may be by email to Participants alerting them to an updated list of Participants on LANES' website.
3. Facilitators. LANES and PARTICIPANT agree that the more comprehensive the health information is that is available to Participants on the System, the greater the benefit of the System toward improving health care delivery by Participants and their affiliated providers in a cost-effective manner. To further the objective of increasing the health information available on the System, the LANES board has authorized entering into agreements with Facilitators, even if they are not a Covered Entity. PARTICIPANT acknowledges and agrees that, even though Facilitators are not Covered Entities, and notwithstanding anything to the contrary in the Agreement, Facilitators may contract directly with LANES on behalf of the Facilitator's Covered Entity customers and affiliated providers to connect to the System, Access, Use, and Disclose Patient Information in the System, and submit Patient Information to the System. In such cases, the Facilitators' Covered Entity customers and affiliated providers will not directly enter into a Data Exchange Participation Agreement with LANES. However, all Facilitators will enter into a contract with LANES whereby the Facilitator agrees to (i) protect the privacy and security of all Patient Information in the System in a manner consistent with the relevant protections of the

Agreement and applicable law, including but not limited to HIPAA, and (ii) Access, Use, and Disclose Patient Information only on behalf of the Facilitator's Covered Entity customers and affiliated providers as permitted in the Facilitator's Business Associate Agreement with such Covered Entity customer.

4. Controlling Access to Patient Information by Participants. LANES shall make Access to Patient Information available only to Participants and their respective Authorized Users for purposes of medical treatment and care coordination of an individual with whom the Participant has a current patient relationship as permissible under HIPAA. LANES shall make Access to Patient Information available only to the extent that each such Authorized User reasonably requires such Access to perform his or her assigned responsibilities.
5. System Availability. LANES shall exercise commercially reasonable efforts to make the System available to PARTICIPANT twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year. The availability of the System may be temporarily suspended for scheduled maintenance between 10:00 pm and 5:00 am pacific time, or for unscheduled interruptions. LANES shall exercise commercially reasonable efforts to provide PARTICIPANT with advance notice of at least five (5) business days prior to any scheduled suspension or at least twenty-four (24) hours for any unscheduled interruption of System availability. PARTICIPANT is responsible for securing Patient Information through other means during any period the System is not available.
6. Compliance with Laws and Regulations. LANES shall comply with all federal, state and local laws, ordinances, and regulations applicable to its operations, including, but not limited to, all applicable federal and state patient privacy and security laws such as HIPAA, HITECH, and CMIA.
7. Access, Use and Disclosure of Patient Information by LANES. In its performance under this Agreement, LANES is a business associate of the Participants. Therefore, LANES shall enter into a Business Associate Agreement with all Participants, and shall Access, Use and/or Disclose Patient Information solely in compliance therewith and the terms of this Agreement. To the extent necessary, LANES may Access and Use Patient Information to maintain the System and as required to perform LANES' responsibilities as set forth herein. LANES' shall Access, Use and Disclose Patient Information in accordance with applicable laws and its Policies and Procedures.
8. Audit Reports. LANES shall provide PARTICIPANT with an audit report of the log-ins by PARTICIPANT's Authorized Users upon reasonable request by PARTICIPANT.
9. Security Tools. LANES shall deploy or have in place certain security measures, including two-factor authentication, that monitors and limits Authorized Users' Access to the System via Web Portal.
10. Privacy and Security of Patient Information. LANES shall implement reasonable safeguards to protect Patient Information from unlawful, unauthorized and/or inappropriate Access, tampering or Disclosure as articulated in Exhibit C (LANES Privacy and Security Policies), and as required by the Business Associate Agreement (Exhibit B) and applicable federal and state laws. LANES will establish Policies and Procedures for authorization, authentication, access, and audit for the System, Participants, and Authorized Users. LANES will continue to review and enhance its Policies and Procedures to ensure that the System affords maximum protection to the Patient Information that flows through the System.
11. Responsibility for Employees and Others. LANES shall be responsible for the compliance, including all acts and omissions, of its Authorized Users, Workforce Members, LANES HIE

Vendor, contractors, and agents who perform System and Program functions. LANES shall ensure that its Authorized Users, Workforce Members, LANES HIE Vendor, contractors, and agents agree to comply with all applicable terms and conditions of this Agreement, LANES' Policies and Procedures, and applicable state, federal, and local laws and regulations regarding the privacy and security of Patient Information.

12. Notification of Data Breaches and Reporting of Successful and Unsuccessful Security Incidents. LANES, in accordance with Exhibit B (Business Associate Agreement), shall notify PARTICIPANT, agencies of federal, state and/or local government, and any other required parties, of any Breach of Privacy or Security and any successful or Unsuccessful Security Incident related to the System or the HIE, to the extent and within the periods of time required by the Business Associate Agreement, and all applicable laws and regulations.
13. Training and Support. LANES shall use commercially reasonable efforts to provide training and technical support to PARTICIPANT and its Authorized Users regarding the Access and use of the System. LANES will provide training on a train-the-trainer basis. LANES shall promptly provide copies of any training materials to PARTICIPANT, including any updates thereto, that have been distributed to other Participants.
14. Telephone and/or E-Mail Support. LANES shall use commercially reasonable efforts to provide, by telephone and/or e-mail, support and assistance in resolving difficulties in Accessing and using the LANES HIE and any services.
15. Patients' Ability to Control their Information. PARTICIPANT shall provide its patients with the right to control the patient's Patient Information in accordance with applicable law and PARTICIPANT's policies and procedures, and shall promptly inform LANES of a patient's exercise of such right. LANES shall implement and maintain a protocol through which patients may exercise choice concerning the Access, Use, and Disclosure of their Patient Information, and LANES shall comply with the requirements of that protocol and the patient's requests. When a patient opts out of participating in the System, LANES shall block such patient's information from Access by other Participants and shall not use, Access, or Disclose such patient's information for any reason. If a patient of PARTICIPANT requests LANES to delete or limit his/her Patient Information in the System, LANES shall promptly inform PARTICIPANT and cooperate with PARTICIPANT to block access to such patient's Patient Information in the System, and shall not use, Access, or Disclose such patient's information for any reason, to comply with such patient's request.
16. Reporting of Inaccurate and/or Inappropriate Patient Information. LANES shall receive reports from Participants regarding inaccurate and/or inappropriate Patient Information as well as corruption, errors, and omissions in Patient Information. Within a reasonable period of time, not to exceed five (5) business days from the day a report is received from any Participant, LANES shall notify the Participant that is the source of the affected Patient Information, and all Participants whose Authorized Users have Accessed the affected Patient Information, of the report. Each Participant so notified shall be responsible for informing its respective Authorized User(s) of the report and its contents. In addition, LANES shall promptly delete from the System and Program or block all such Patient Information which is corrupt, erroneous, inaccurate and/or inappropriate.
17. Malicious Software, Viruses and Other Threats. LANES shall exercise commercially reasonable efforts to prevent exposure of the System and/or PARTICIPANT's System, as a result of its connection to the System, to: (a) any program, routine, subroutine, virus, data, cancelbot, Trojan horse, worm or other malicious software or harmful component that will disrupt the proper operation of the System or PARTICIPANT's System; (b) any unlawful, threatening, libelous, defamatory, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that

would constitute a criminal offense, give rise to civil liability, or otherwise violate any federal, state, or local law; or (c) any information that violates the proprietary rights, privacy rights, or any other rights of a third party, including without limitation any patient.

18. Accounting of Disclosures. LANES shall prepare Accountings of Disclosures of Patient Information on behalf of PARTICIPANT, in accordance with Exhibit B (Business Associate Agreement).
19. Reports. PARTICIPANT may use the System to generate event log reports. If the event log report does not provide PARTICIPANT with the information desired, LANES HIE Vendor may provide specific reports. PARTICIPANT shall be responsible for any fee charged by LANES HIE Vendor for generating such customized reports.
20. Annual Risk Analysis. LANES shall conduct a HIPAA compliant risk analysis on an annual basis.
21. Regulatory Access to Books and Records. For a period of six (6) years after the expiration or termination of this Agreement, LANES shall, upon written request, make available the books, documents and records necessary to certify the nature and extent of the services and cost of services provided pursuant to this Agreement, to the Secretary of the United States Department of Health and Human Services, or the Controller of the United States, or any duly authorized representative of a government agency or body, or as required by PARTICIPANT. If LANES carries out any of its duties pursuant to this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period, such subcontract shall contain a provision placing the same obligations on subcontractor as this provision places on LANES.
22. Portal Access. LANES shall make available a secure Web Portal for PARTICIPANT's Authorized Users to Access Patient Information.

IV. PARTICIPANT's RESPONSIBILITIES

1. Participation in the Program. PARTICIPANT shall participate in the Program in accordance with the terms and conditions of this Agreement.
2. Grant of Rights. PARTICIPANT may use the System and any services for the permitted uses described in Section IV.3 (Permitted Uses). LANES retains all ownership and other rights to the System, any service provided, and all the components thereof, except for PARTICIPANT's Patient Information that PARTICIPANT submits to the HIE, which Information shall be and remain PARTICIPANT's property. PARTICIPANT shall not obtain any rights to the System except for the limited rights to use the System expressly granted by this Agreement.
3. Permitted Uses. PARTICIPANT may use the System to Access, Use, or Disclose Patient Information through the HIE for the PARTICIPANT's purposes for patients with whom PARTICIPANT has a patient relationship, and as otherwise authorized and required by this Agreement.
4. Prohibited Uses. PARTICIPANT shall not Access or use, or permit the Access or use of, the System or any services for any use other than the Permitted Uses, or in any manner that is prohibited by applicable federal and state laws and regulations.
5. No Services to Third Parties. Except as expressly permitted by this Agreement, PARTICIPANT shall not Access or use any part of the System or any services to provide separate services or sublicenses to any third party, including without limitation providing any equivalent services to a third party.

6. Compliance with Laws and Regulations. PARTICIPANT shall comply with all federal, state, and local laws, ordinances, and regulations as applicable to its participation in the Program, including, but not limited to, all applicable federal and state patient privacy and security laws.
7. Access to Patient Information for Permitted Use Only. PARTICIPANT shall Access Patient Information through the System only as expressly provided in this Agreement.
8. Limitations on Use of Patient Information. Any Use or Disclosure by PARTICIPANT of Patient Information obtained through the System shall be solely in PARTICIPANT's capacity as a Covered Entity, Business Associate or other HIE. PARTICIPANT shall not Use or Disclose any Patient Information to compare the performance of health care services by one or more Participants against such performance by one or more other Participants.
9. Identification of Authorized Users. PARTICIPANT shall provide LANES with a list of its Authorized Users and identify the role-based access requirements for each of its Authorized Users. PARTICIPANT shall restrict Access to and use of the System and use of any services to its Authorized Users in accordance with the requirements of this Agreement, HIPAA and other applicable law. PARTICIPANT shall Inform LANES in writing, within two (2) business days, whenever an Authorized User should be added or removed, or the Authorized User's level of Access should be modified. When PARTICIPANT informs LANES of the addition or removal of any Authorized User or modification of level of Access, LANES shall promptly add, de-activate or modify the user name and password and/or other security measures of such Authorized User.
10. Certification of Authorized Users. PARTICIPANT shall certify to LANES that each of its Authorized Users:
 - (a) Has completed the LANES end-user training and a privacy and security training program conducted by PARTICIPANT;
 - (b) Will be permitted to use the System and any services only as reasonably necessary for the performance of activities as authorized by PARTICIPANT and in accordance with this Agreement;
 - (c) Has agreed not to disclose to any other person any passwords and/or other security measures issued to the Authorized User pursuant to Section IV.12 (Passwords and Other Security Mechanisms); and
 - (d) Has acknowledged in writing that the Authorized User's failure to comply with the applicable sections of this Agreement may result in the withdrawal of Access to or use of the System and any services for such Authorized User, may constitute cause for disciplinary action by PARTICIPANT, as determined by PARTICIPANT in its reasonable discretion, and may create liability for civil and/or criminal penalties per applicable law.
11. Responsibility for Acts of Authorized Users and Others. PARTICIPANT shall be responsible for all acts and omissions, including without limitation any Breach of Privacy or Security and/or any failure to comply with the requirements of this Agreement, by PARTICIPANT's Authorized Users, Workforce Members, contractors, other agents, and any other person who Accesses or uses the System by use of any user name provided by LANES to PARTICIPANT.

12. Passwords and Other Security Mechanisms. LANES shall issue a user name and password and/or other security measures, as described in Exhibit C (LANES Privacy and Security Policies), to each Authorized User that shall permit the Authorized User to Access and use the System and any services. LANES shall provide each such user name and password and/or other security measures to PARTICIPANT and PARTICIPANT shall communicate that information to the appropriate Authorized User. Such security measures shall include two-factor authentication to limit Authorized Users' Access to the System via Web Portal.
13. Liability for Violations of HIPAA Privacy and Security Rules. PARTICIPANT shall be responsible for any failure to comply with the HIPAA Privacy and Security Rules by PARTICIPANT, its Authorized Users, its Workforce Members, its contractors, and its other agents. PARTICIPANT must promptly report any such known noncompliance that relates to PARTICIPANT's participation in the LANES HIE to LANES. If PARTICIPANT has entered into a subcontract to fulfill its duties and obligations under this Agreement, then PARTICIPANT must have a Business Associate Agreement (BAA) with such Business Associate as required by HIPAA. PARTICIPANT's BAA with such Business Associate must comply with the applicable requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.504(e), and contractually obligate the Business Associate to: (a) report to PARTICIPANT any Use or Disclosure of Patient Information that materially violates the applicable agreement between PARTICIPANT and Business Associate. In addition to any other obligations of such Business Associate, the BAA will allow Business Associate to Use and Disclose Patient Information only as permitted by PARTICIPANT under this Agreement; (b) be accountable for taking appropriate action to cure known breach of HIPAA rules; and (c) provide satisfactory assurances that the Business Associate will adequately safeguard the Patient Information.
14. Compliance of Authorized Users. PARTICIPANT shall require that all of its Authorized Users use the System and any services only in accordance with this Agreement and the Policies and Procedures, including without limitation the provisions thereof governing the confidentiality, privacy and security of the Patient Information.
15. Training. PARTICIPANT shall provide or arrange for appropriate training to all of PARTICIPANT's Authorized Users on the use of the System, the requirements of this Agreement applicable to Authorized Users, Policies and Procedures applicable to Authorized Users, and the requirements of applicable federal and state laws and regulations regarding the privacy and security of Patient Information.
16. Program Liaison. PARTICIPANT shall designate a single individual to act as the point of contact, who shall be responsible for managing communications between PARTICIPANT and LANES.
17. Access Controls. PARTICIPANT shall apply and administer reasonable Access and authentication controls, in compliance with this Agreement and the requirements contained herein, and in accordance with best practices for organizations similar to PARTICIPANT, for the Access and use of the System.
18. Monitoring for Unauthorized Use. PARTICIPANT shall monitor PARTICIPANT's and its Authorized Users' Access to the System and Use of Patient Information for the purpose of detecting unauthorized Access to the System or unauthorized Use of Patient Information through PARTICIPANT's connection(s) to the System. PARTICIPANT shall notify LANES of any unauthorized Access or Use of the Patient Information that it discovers in accordance with the requirements of this Agreement.
19. PARTICIPANT's System. PARTICIPANT shall be responsible for obtaining, installing, and maintaining, at its own expense, PARTICIPANT's System. LANES shall not be responsible

for PARTICIPANT's inability to Access or use PARTICIPANT's System including without limitation any factors arising from the computing environment, software, interfaces, or hardware, or any upgrade or alteration to any of them unless such inability results from LANES' failure to perform its obligations under this Agreement. PARTICIPANT shall be responsible for any charges or expenses it may incur to Access and use the System and use of any services, including without limitation, PARTICIPANT's telephone and equipment charges, and fees charged by third-party vendors of products and services.

20. Patient Information Within PARTICIPANT's System. PARTICIPANT shall be responsible for the control and protection of any and all Patient Information within PARTICIPANT's System. PARTICIPANT shall be responsible for its compliance with all applicable federal and state laws and regulations with respect to the control and protection of any and all Patient Information within PARTICIPANT's System.
21. Technical Specifications Technology License Agreement. If LANES determines that it is necessary for PARTICIPANT to obtain and use certain software and/or hardware to use the System, then LANES shall provide PARTICIPANT with no less than sixty (60) days advance notice in writing of such determination, including providing the name of vendor, the software/hardware, and costs thereof. In order for PARTICIPANT to have continued Access to the System and Program, PARTICIPANT shall enter into one or more Technology License Agreement(s) in such forms as may be necessary. In the event PARTICIPANT declines to enter into a necessary Technology License Agreement, either Party may terminate this Agreement immediately.
22. Protected Health Information.
 - (a) Safeguards. PARTICIPANT shall implement administrative, physical, and technical safeguards as required by HIPAA and other applicable federal and state laws and regulations, which reasonably and appropriately protect the confidentiality, integrity and availability of Patient Information that it creates, receives, maintains, or transmits.
 - (b) PARTICIPANT shall ensure that any contractor or agent, including a subcontractor providing services to PARTICIPANT to Access the System, to whom it provides Patient Information agrees to implement administrative, physical, and technical safeguards to protect such information, in a manner that complies with HIPAA and the applicable provisions of this Agreement and the Policies and Procedures, as applicable.
 - (c) Compliance with Policies and Procedures. PARTICIPANT shall comply with the standards for the confidentiality, security, and Use and Disclosure of Patient Information as provided in Exhibit C (LANES Privacy and Security Policies).
 - (d) Legal Requirements. PARTICIPANT shall comply with the requirements for the privacy, security, and Use and Disclosure of Patient Information imposed under applicable federal and state laws, including but not limited to HIPAA, HITECH, and CMIA.
 - (e) Protected Health Information Subject to Special Protection. Federal and state laws may impose heightened privacy and security requirements on the disclosure of certain types of Patient Information that may be considered particularly sensitive (e.g., substance use disorder, substance abuse, mental health, and HIV). Any provision or Disclosure of sensitive Patient Information to LANES must be conducted in compliance with applicable federal and state laws, and applicable LANES' policies and procedures with respect to such information. PARTICIPANT shall determine and identify what Patient Information is subject to heightened requirements under

applicable federal and state laws prior to providing or Disclosing the Patient Information to the System. The System does not have the capability to selectively identify, control, or segregate sensitive Patient Information from other Patient Information. PARTICIPANT is solely responsible for the control and Disclosure of sensitive Patient Information to LANES in full compliance with federal and state laws and regulations, including without limitation, obtaining appropriate patient consents and/or authorizations where applicable. Additionally, in the event PARTICIPANT'S Patient Information includes information covered by 42 CFR Part 2 (relating to substance use disorder information), LANES agrees it (i) is fully bound by the provisions of 42 CFR Part 2; (ii) will resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in 42 CFR Part 2, and (iii) will use appropriate safeguards to prevent the unauthorized use or disclosure of the information covered by 42 CFR Part 2. The Parties acknowledge and agree that the foregoing is intended to constitute a Qualified Service Organization Agreement.

- (f) Minimum Necessary Information. When applicable, PARTICIPANT will comply with the minimum necessary information standard and shall Access only the minimum amount of Patient Information through the System as is necessary for the intended permitted use and shall use only the minimum amount of Patient Information obtained through the System as is necessary for the purpose of such use. PARTICIPANT shall only share Patient Information obtained through the System with, and allow Access to, such Patient Information by those Workforce Members, contractors, and agents who need the Patient Information in connection with a duly assigned job function or duty and use that Patient Information for a permitted use.
 - (g) Reporting of Breaches. PARTICIPANT shall report a Breach of Privacy or Security in accordance with Exhibit C (LANES Privacy and Security Policies).
- 23. PARTICIPANT's System Security. PARTICIPANT shall implement reasonable and appropriate system security measures to prevent unauthorized Use, Access or Disclosure of Patient Information from PARTICIPANT's System and unauthorized Use, Access, or Disclosure of Patient Information in or from the System by PARTICIPANT or its Authorized Users.
 - 24. PARTICIPANT's Equipment. PARTICIPANT shall be responsible for procuring all equipment, software, and hardware necessary for PARTICIPANT and its Authorized Users to Access and use the System and use any services ("PARTICIPANT's Required Hardware and Software"). PARTICIPANT's Required Hardware and Software shall conform to LANES' current and/or subsequently modified or agreed to specifications. As part of PARTICIPANT's obligation to procure Participant's Required Hardware and Software, PARTICIPANT shall be responsible for ensuring that all of PARTICIPANT's computers to be used to interface with the System are properly configured, including but not limited to the operating system, web browser, and Internet connectivity.
 - 25. Malicious Software, Viruses, and Other Threats. PARTICIPANT shall use commercially reasonable efforts to ensure that its connection to and use of the System, including without limitation the medium containing any Patient Information provided to the System, does not include, and that any method of transmitting such Patient Information will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms, and Trojan Horses) that will disrupt the proper operation of the System or any part thereof or any hardware or software used by LANES or other Participants in connection therewith, or that, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the System or any part thereof or any hardware, software or data used by LANES or any other Participant in

connection therewith, to be destroyed, damaged, or rendered inoperable for any period of time.

V. LANES' OPERATIONS AND RESPONSIBILITIES

1. Compliance with Terms and Conditions. LANES shall require that Access to the System and any services shall be limited to Participants that have executed a Participant Agreement and to their Authorized Users.
2. Maintenance of System.
 - (a) LANES shall maintain the functionality of the System and any services, including privacy and security of the System and Patient Information transmitted as described in Exhibit C (LANES Privacy and Security Policies), and shall provide such service, security, and other updates as LANES determines are appropriate from time to time.
 - (b) LANES shall maintain the functionality of the System and any services as described in this Agreement and applicable specifications, and shall provide such service, security, and other updates as LANES determines are appropriate from time to time.
3. Operations Committee.
 - (a) Organization. LANES shall form and maintain an Operations Committee, which shall act, as more specifically described in the Policies and Procedures, as a resource to LANES and its Board of Directors in the administration of LANES' Program, including the development of the Policies and Procedures and the amendment, repeal or replacement of Participation Agreement(s) and/or the Policies and Procedures.
 - (b) Powers. The Operations Committee shall be advisory only, and no action recommended by the Operations Committee shall be taken except with the approval of LANES, acting either through its Board of Directors, management or staff.
 - (c) Compliance with Laws and Regulations. LANES shall perform its roles and responsibilities hereunder in all respects in compliance with applicable federal, state, and local laws, ordinances and regulations, including without limitation HIPAA and/or HITECH.
4. Privacy and Security Committee. LANES shall form and maintain a Privacy and Security Committee, which shall act as a resource to LANES and its Board of Directors in the development of privacy and security policies, procedures, and protocols for LANES and Participants.
5. Fees and Other Charges.
 - (a) Services Fees. As payment for Access to and use of the System and any services, PARTICIPANT shall pay to LANES Participation Fees as described in Exhibit A (Participation Fees).
 - (b) Other Charges. PARTICIPANT also shall pay LANES' charges for all other services that LANES provides, at PARTICIPANT's prior written request, that are not specified in Exhibit A (Participation Fees) in accordance with LANES' then-current Fee Schedule ("Miscellaneous Charges"). The Miscellaneous Charges are subject to change by LANES at any time. LANES shall give PARTICIPANT at least sixty (60) days written notice prior to the implementation of any change to the Miscellaneous Charges for services that LANES is currently providing to PARTICIPANT.

- (c) Payment. PARTICIPANT shall pay all Participation Fees and any Miscellaneous Charges within sixty (60) calendar days following the date of any invoice sent by LANES to PARTICIPANT's address as shown in LANES' records, or e-mailed in accordance with PARTICIPANT's instructions. Notwithstanding the generality of the foregoing, invoices for Participation Fees and any Miscellaneous Charges hereunder may be submitted by Heluna Health, a service provider to LANES, with such invoices being submitted for the benefit of and on behalf of LANES. Such invoices shall reference Customer PO: 0000003555 as indicating charges submitted on behalf of LANES under the DEPA. Participant is authorized to remit payment with respect to such invoices to Heluna Health. Heluna Health's current address is:

Heluna Health
13300 Crossroads Parkway North
Suite 450
City of Industry, CA 91746

- (d) Late Charges. Participation Fees and Miscellaneous Charges not paid to LANES or reasonably objected to in good faith on or before the due date for those fees and charges are subject to a late charge of five percent (5%) of the amount owing and interest thereafter at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.
6. Suspension of Service. Failure to pay Participation Fees and Miscellaneous Charges within sixty (60) calendar days following the due date for those fees and charges, unless such charges and fees are reasonably objected to in good faith prior to the due date, may result in termination of the PARTICIPANT's Access to and use of the System and/or any services upon ten (10) business days' prior written notice. A reconnection fee may be assessed to re-establish connection after termination due to non-payment, in accordance with LANES' then-current Miscellaneous Charges.
7. Taxes. All Participation Fees and Miscellaneous Charges shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and the PARTICIPANT shall, if applicable, pay any tax (excluding taxes on LANES' net income) that LANES may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services provided under this Agreement.

VI. PROPRIETARY INFORMATION

1. Scope of Proprietary Information. In the performance of their respective responsibilities pursuant to this Agreement, LANES and PARTICIPANT may come into possession of certain Proprietary Information of the other.
2. Nondisclosure of Proprietary Information. LANES and PARTICIPANT, during the Term or after the termination of this Agreement, (a) shall keep and maintain in strict confidence all Proprietary 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 this Agreement; (b) shall not use, reproduce, distribute or disclose any such Proprietary Information except as permitted by this Agreement; (c) shall prevent its employees, accountants, attorneys, consultants, and other agents and representatives from making any use, reproduction, distribution, or disclosure except as permitted by this Agreement; and (d) shall use at least the same care and precaution in protecting such Proprietary Information as the receiving Party uses to protect its own Proprietary Information and trade secrets, and in no event less than reasonable care. Within thirty (30) calendar days of the effective date of termination of

this Agreement, each Party shall return to the other all Proprietary Information belonging to the other or certify the destruction of such Proprietary Information if agreed to by the Party who originated the Proprietary Information.

3. Equitable Remedies. All Proprietary Information represents a unique Intellectual product of the Party disclosing such Proprietary Information (the "Disclosing Party"). The unauthorized disclosure of said Proprietary 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 and 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 VI (Proprietary Information) and such equitable relief will be in addition to any other rights or remedies available to the Disclosing Party.
4. Notice of Disclosure. Notwithstanding any other provision hereof, nothing in this Section VI (Proprietary Information) shall prohibit or be deemed to prohibit a Party hereto from disclosing any Proprietary 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 do so only to the minimum extent necessary to comply with the operation of the law, and shall provide the other Party with notice thereof within five (5) calendar days of receipt of such request, or, if sooner, at least three (3) business days before such disclosure will be made, to the extent permitted by law, so that the other Party may seek a protective order or other appropriate remedy. 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.

VII. ELECTRONIC SIGNATURES

1. Signatures and Signed Documents. PARTICIPANT, at LANES' request, will adopt as its signature and implement for its Authorized Users an electronic identification consisting of symbols or codes that are to be affixed to or contained in an exchange of Patient Information through the System made by PARTICIPANT ("Signatures"). PARTICIPANT agrees that any Signature affixed to or contained in any exchange of Patient Information through the System will be sufficient to verify that PARTICIPANT originated the exchange of Patient Information. Any properly transmitted exchange of Patient Information made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such exchange of Patient Information when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes: (a) to have been "signed," and (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business; however, in the event Patient Information has been modified or aggregated by any person other than PARTICIPANT after submission by PARTICIPANT, PARTICIPANT's signature shall not be used as confirmation of the accuracy or validity of the modified or aggregated Patient Information.
2. Validity of Signed Documents. Except as provided in Section VII.1 (Signatures and Signed Documents) above, neither Party will contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain Patient Information are in writing or signed by the Party to be bound thereby. Except as provided in Section VII.1 (Signatures and Signed Documents) above, Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative

proceedings will be admissible as between the Parties to the same extent and under the same condition as other business records originated and maintained in paper form.

VIII. WARRANTIES AND DISCLAIMERS

1. LANES represents and warrants as follows: (a) It has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein; (b) its performance of this Agreement does not violate or conflict with any agreement to which LANES is a party; (c) there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement; and (d) to the best of LANES' knowledge, PARTICIPANT's Access and use of the System, pursuant to the terms and conditions of this Agreement shall not infringe the patent rights, copyrights or other intellectual property rights of any third party.
2. Disclaimers of Warranties. Except for the warranties set forth in this Section VIII (Warranties and Disclaimers) of this Agreement, LANES provides Access to the System, Patient Information and use of services to PARTICIPANT "as is" and without any warranty of any kind to PARTICIPANT, whether express, implied or statutory. LANES does not warrant that the performance of the System will be uninterrupted or error-free, or that all errors in the System or Patient Information will be corrected; provided that the foregoing shall not relieve LANES from any of its express obligations set forth in this Agreement, including, without limitation, its obligations with respect to compliance with HIPAA, HITECH, and CMIA as specified in this Agreement and to report inaccurate or inappropriate Patient Information, corruption, or errors. LANES hereby disclaims all implied and express warranties, conditions and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, and fitness for purpose and non-infringement. In no event shall LANES or PARTICIPANT be liable to the other for any consequential, incidental, indirect, punitive, or special damages suffered by the other Party, another Participant, or any third party, however caused and regardless of legal theory or foreseeability, including, without limitation, lost profits, business interruptions or other economic loss, directly or indirectly arising out of this Agreement or PARTICIPANT's Access and use of the System or any component thereof.
3. Limitation of Liability. LANES together with Heluna Health shall not be liable for any damages arising out of or related to (a) the accuracy or completeness or inputting of Patient Information provided by PARTICIPANT or another Participant unless issues with accuracy or completeness or inputting were due to LANES' failure to comply with this Agreement; or (b) the acts or omissions of PARTICIPANT, whether suffered by LANES or any third party. PARTICIPANT and LANES' total aggregate liability for any damages arising out of or related to this Agreement will not exceed the total fees paid by PARTICIPANT hereunder during the twelve (12) months immediately preceding the event giving rise to liability. The existence of one or more claims shall not enlarge these limits. Each Party acknowledges that the allocation of risk and the limitation of liability specified in this Section VIII (Warranties and Disclaimers) will apply regardless of whether any limited or exclusive remedy specified in this Agreement fails of its essential purpose.
4. Disclaimer of Responsibility. LANES together with Heluna Health accepts no responsibility for (a) the performance of the PARTICIPANT's or other Participant's Systems, (b) the transmission of Patient Information by PARTICIPANT to or from the System, (c) all Access and use by PARTICIPANT and its Authorized Users, Workforce Members, contractors or other agents of the System, (d) the accuracy, appropriateness, or completeness of Patient Information, (e) any health care decision made in reliance, either in whole or in part, of Patient Information, and (f) all Uses or Disclosures by PARTICIPANT of Patient Information obtained through the System, provided, however, the foregoing shall not limit LANES' responsibility for its obligations expressly set forth in this Agreement. PARTICIPANT and

its Authorized Users, Workforce Members, contractors and other agents, as applicable, shall be responsible for their respective decisions regarding a patient's care and treatment. The System should be used as a supplement to, and not in place of, other data that is available to PARTICIPANT and/or the respective treating health care provider in arranging for or providing medical care and treatment, as applicable. PARTICIPANT shall have no recourse against LANES for any loss, damage, claim, or cost relating to or resulting from misuse of the System by PARTICIPANT or its Authorized Users.

5. Carrier Lines. LANES shall be responsible for the security of Patient Information while it is being transmitted through the System and for providing a secure connection/protocol (e.g., SSL or TLS encryption) for remote Access to the System. However, the Parties understand that Patient Information may be submitted, and remote Access to the System may be provided, over various facilities and communications 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 LANES' and PARTICIPANT's control. The Parties assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any loss, transmission, or corruption of any Patient Information or other Information attributable to the Carrier Lines.
6. Non-Liability. Without limiting any other provision of this Agreement or LANES' responsibility for its obligations expressly set forth in this Agreement, LANES shall not be responsible for the act or omission of any Participant with respect to the use of the System and Patient Information.
7. PARTICIPANT's Actions. PARTICIPANT shall be responsible for any damage to a computer system, loss of data, and any damage to the System caused by PARTICIPANT or any person using a user name and password assigned to PARTICIPANT or PARTICIPANT's Authorized Users, provided that such user name and password were obtained knowingly from PARTICIPANT or any of its Authorized Users, or as a result of PARTICIPANT's failure to comply with the requirements set forth in in this Agreement.
8. Unauthorized Access; Lost or Corrupt Patient Information. LANES is not responsible for unauthorized access to PARTICIPANT's facilities or equipment by individuals or entities using the System or for unauthorized access to, or alteration, theft, or destruction of PARTICIPANT's data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method, unless such unauthorized access was due to LANES' failure to comply with this Agreement. PARTICIPANT is responsible for protecting its Patient Information and programs from loss by implementing appropriate security measures, including routine backup procedures. PARTICIPANT agrees that LANES is not responsible for any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from PARTICIPANT's programming error, operator error, equipment or software malfunction, security violations, or the use of third-party software. LANES is not responsible for the content of any Patient Information transmitted or received through the System.
9. Inaccurate Patient Information. All Patient Information Accessed through the System originates from Participants. All such Patient Information is subject to change resulting 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 this Agreement or LANES' responsibility for its obligations expressly set forth in this Agreement, LANES shall have no responsibility for or liability related to the accuracy, content, currency, completeness, or content of any Patient Information either provided by a Participant, or used by a Participant.

10. Patient Care. Without limiting any other provision of this Agreement or LANES' responsibilities for its obligations expressly set forth in this Agreement, PARTICIPANT and PARTICIPANT's Authorized Users shall be responsible for all decisions and actions taken or not taken by PARTICIPANT and its Authorized Users involving patients and patient care resulting from or in any way related to the use of the System and any services, or the Patient Information made available thereby. Neither PARTICIPANT nor any of its Authorized Users shall have any recourse against or any claims against LANES for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of the System and any services, or the Patient Information made available thereby.

IX. INSURANCE, INDEMNIFICATION AND DISPUTE RESOLUTION

1. LANES Insurance.

- (a) Required Policies. LANES shall procure and maintain in effect during the Term of this Agreement insurance coverage for general commercial liability, technology, cyber, and technology errors and omissions with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence; Two Million Dollars (\$2,000,000) in the aggregate for general liability; Five Million Dollars (\$5,000,000) in the aggregate for cyber and technology errors and omissions. If any such policy of insurance is issued on a "claims made" basis, then upon the termination of any such policy, LANES shall procure extended reporting ("tail") coverage for such policy for the longest extended reporting period that is commercially available and in amounts consistent with this Agreement.
- (b) Carriers. All insurance required under this Section IX (Insurance, Indemnification and Dispute Resolution) shall be carried by companies with a rating not lower than "A, X" by A.M. Best Company and who are admitted to conduct business in the State of California.
- (c) Certificates of Insurance. On or before the Effective Date of this Agreement and anytime thereafter on request of PARTICIPANT, LANES shall promptly provide PARTICIPANT with a certificate of insurance evidencing the aforementioned coverage. LANES shall notify PARTICIPANT immediately upon any cancellation, termination or restriction of any such coverage.

2. PARTICIPANT's Insurance.

- (a) PARTICIPANT's Insurance. PARTICIPANT shall obtain and maintain insurance coverage for general, technology, cyber, data protection, and professional liability with coverage limits that are reasonable and customary for a party engaged in the activities of PARTICIPANT in California, which in no case shall be less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. These policies must cover liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance of this Agreement and all costs, including damages PARTICIPANT may have to pay LANES or any third party that are associated with a Breach of Privacy or Security or loss of Patient Information. If any such policy of insurance is issued on a "claims made" basis, then upon the termination of any such policy, PARTICIPANT shall procure extended reporting ("tail") coverage for such policy for the longest extended reporting period that is commercially available and in amounts consistent with this Agreement.
- (b) Certificates of Insurance. On or before the Effective Date of this Agreement and anytime thereafter on request of LANES, PARTICIPANT shall promptly provide LANES with a certificate of insurance evidencing the aforementioned coverage.

PARTICIPANT shall notify LANES immediately upon any cancellation, termination, or restriction of any such coverage.

- (c) Governmental Entity-Self Insurance. Government entities may satisfy this requirement through evidence of self-insurance.

3. Indemnification and Dispute Resolution.

- (a) LANES shall indemnify, defend, and hold PARTICIPANT and its Authorized Users, Workforce Members, contractors, agents, subcontractors and licensors harmless from and against all liability to third parties (including reasonable attorneys' fees), injury, damage or claims by government regulators or agencies for fines, penalties, sanctions, or other remedies, that arise from an act or omission of LANES, including, without limitation, LANES' breach of any obligation, representation, or warranty of LANES set forth herein.
- (b) Subject to the limitation set forth in Section IX.3(c), PARTICIPANT shall indemnify, defend, and hold LANES together with Heluna Health and other Participants, and their respective Authorized Users, Workforce Members, contractors, agents, subcontractors, and licensors harmless from and against all liability to third parties (including reasonable attorney's fees), injury, damage or claims by government regulators or agencies for fines, penalties, sanctions, or other remedies, that arise from an act or omission of PARTICIPANT, including, without limitation, PARTICIPANT's breach of any obligation, representation, or warranty of PARTICIPANT set forth herein.
- (c) LANES shall use commercially reasonable efforts to ensure that Participation Agreements it enters into with other Participants contain substantially the same indemnification provision providing indemnification to PARTICIPANT or its commercial equivalent. For purposes of this paragraph, an application of PARTICIPANT's indemnification obligations hereunder, "other Participants" as used in the first sentence of Section 3(b) shall include only those Participants expressly accepting in their respective Participation Agreements with LANES bilateral indemnification responsibilities in favor of PARTICIPANT.

4. Rules for Indemnification. Any indemnification made pursuant to this Agreement shall 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 Party to be indemnified. A Party's indemnification obligations under this Section are conditioned upon the Party seeking to be indemnified: (i) giving prompt notice of the claim to the indemnifying Party and within a period of time within which the indemnifying Party is not prejudiced by lack of notice; (ii) granting reasonable control of the defense or settlement of the claim or action to the indemnifying Party; and (iii) providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, assistance in the defense or settlement of the claim; provided however, the indemnifying Party shall be relieved of its indemnification obligations only to the extent failure to comply with any of the foregoing prejudices its ability to provide indemnification required hereunder. Upon receipt of a notice of claim and/or request for indemnifications, the indemnifying Party shall, at its sole cost and expense, retain legal counsel, with expertise and/or experience within the subject matter of the claim, and defend the Party to be indemnified. The indemnifying Party shall be responsible for, and have reasonable control of, such claim and any litigation arising therefrom. The indemnifying Party shall cooperate with and provide regular reports to the Party indemnified, and shall consent to the counsel or litigation manager of the Party indemnified communicating with any counsel it retains and/or any of its in-house counsel defending the claim, including receipt of written communications and reports regarding such claim. An indemnifying Party may not settle any claim against the indemnified Party without the

indemnified Party's consent, 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. The Party seeking indemnification may participate at its own cost in any proceedings with counsel of its own choosing.

5. Specific Indemnities. Without limiting the generality of this Section IX (Insurance, Indemnification and Dispute Resolution), and subject to Section VII.1 (Signatures and Signed Documents), acts or omissions giving rise to the obligation to indemnify and hold harmless pursuant to Section IX (Insurance, Indemnification and Dispute Resolution) shall include, but not be limited to, (a) acts or omissions of LANES or PARTICIPANT that result in a Breach of Privacy or Security, or (b) PARTICIPANT's provision of any Patient Information through the System that is inaccurate, incomplete or defamatory.

X. GENERAL TERMS

1. Agreement in Counterparts and Independent Contractors.
 - (a) Agreement in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.
 - (b) Independent Contractors. The relationship of the Parties to this Agreement is one of independent contractors and shall not be deemed to be that of employer and employee, master and servant, principal and agent, joint venture, or any other relationship except that of independent contractors contracting for the purposes of this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the Parties.
2. Medicare/Medicaid Participation. LANES hereby represents and warrants that neither LANES nor its principals (if applicable) or contractors, including LANES HIE Vendor, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any California State or Federally funded health care program, including Medicare and Medicaid/Medi-Cal. LANES shall immediately notify PARTICIPANT of any threatened, proposed, or actual debarment, suspension or exclusion from any California State or Federally funded health care program, including Medicare and Medicaid/Medi-Cal. In the event that LANES or its principals (if applicable) or the LANES HIE Vendor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any California State or Federally funded health care program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that LANES is in breach of this Section X.2 (Medicare/Medicaid Participation), this Agreement shall, as of the date of such action or breach, automatically terminate. LANES further acknowledges and understands that it will periodically check its contractors against the Office of Inspector General ("OIG") and General Service Administration ("GSA") databases of Excluded Individuals and Entities. LANES will take reasonable measures to verify that the match is the same individual or entity.
3. Applicable Law. The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of California. If any action or other proceeding is brought on or in connection with this Agreement, the Parties agree that the venue of such action shall be exclusively in Los Angeles County, in the State of California.

4. Non-Assignability. No rights of a Party under this Agreement may be assigned or transferred by that Party, either voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any such assignment or transfer, without the consent of the other Party, shall be void *ab initio*.
5. Third Party Beneficiaries. With the exception of the other Participants and Heluna Health as provided for in this Agreement, there shall be no third-party beneficiaries of this Agreement.
6. Inducement of Referrals. It is not the purpose of this Agreement or the intent of the Parties to induce or encourage the referral of patients, and there is no requirement under this Agreement or under any other agreement between the Parties that the Parties refer patients to each other, including in exchange for products or services. No payment, if any, made under this Agreement is made in return for the referral of patients.
7. Force Majeure. If the performance of any material obligation under this Agreement is prevented or interfered with by a Force Majeure (any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected Party, including but not limited to internet brown-outs, terrorism, natural disasters, acts of God, acts of government, wars, riots, strikes and other labor disputes, fires, and floods) the Party so affected shall be excused from such performance to the extent of such prevention or interference. This Section X.7 (Force Majeure) shall not apply to obligations imposed under applicable laws and regulations or obligations to pay money.
8. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions shall remain in full force and effect.
9. Notices. All notices required under this Agreement shall be in writing. Notices shall be deemed to have been duly made and received (a) when personally served, (b) when delivered by commercially established courier service, (c) five (5) business days after deposit in mail via certified mail, return receipt requested, or (d) on delivery, when delivered by Federal Express, charges prepaid or charged to the sender's account, if delivery is confirmed by Federal Express. Notices must be delivered to the addresses specified in this Agreement, or to such other address as a Party shall designate in writing from time to time.
10. Waiver. No provision of the terms and conditions of this 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. The making of any payment or payments, or the receipt thereof, shall in no way affect the responsibilities and obligations of either Party, and shall not imply the waiver of any of the terms and conditions or other obligations under this Agreement.
11. Publicity. LANES shall have the right to identify Participant as a participant in LANES' HIE and to use Participant's name in connection with press releases, promotional materials, advertising and marketing collateral, articles, the LANES' website and similar communications and publications; provided that LANES shall comply with Participant's trademark usage guidelines that Participant provides to LANES.

XI. TERM AND TERMINATION

1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date as and shall continue for an initial term of two (2) years (the "Initial Term") unless terminated earlier in accordance with the terms of this Agreement. No less than ninety (90) days prior

to expiration of the Initial Term or any Renewal Term, as applicable, the parties shall discuss in good faith the renewal of this Agreement ("Renewal Term"), including any adjustments to the services and/or fees applicable for the Renewal Term in accordance with the terms of Exhibit A (Participation Fees).

2. Termination Upon Cessation of Business. LANES may terminate this Agreement by providing five (5) business days' prior written notice to PARTICIPANT that LANES will cease to provide Access to the LANES HIE and any services, as it will cease its operations.
3. Termination with Forty-Five (45) Calendar Days Written Notice. Either LANES or PARTICIPANT may terminate this Agreement at any time, by giving not less than forty-five (45) calendar days' prior written notice to the other.
4. Termination Upon Material Breach. Either LANES or PARTICIPANT may terminate this Agreement (the "Terminating Party") upon the failure of the other Party (the "Breaching Party") to perform a material duty, obligation, or responsibility arising out of this Agreement, and that failure continues uncured for a period of thirty (30) calendar days after the Terminating Party has given the Breaching Party notice of that failure and requested that the Breaching Party cure that failure.
5. Termination Upon Violation of Law or Regulation. If either Party reasonably determines that its continued participation in this Agreement would cause it to violate any applicable law or regulation, or would place it at material risk of suffering any sanction or penalty, then that Party may terminate its participation in this Agreement immediately upon notice to the other Party.
6. Termination upon Privacy or Security Breach. Without limiting the generality of the foregoing Sections XI.4 (Termination Upon Material Breach) and XI.5 (Termination Upon Violation of Law or Regulation), either Party may terminate this Agreement upon a failure by the other Party to correct a Breach of Privacy or Security within thirty (30) calendar days following written notice thereof from the other Party.
7. Termination of Agreement Upon Breach of Business Associate Agreement. Either Party may terminate this Agreement, upon thirty (30) calendar days' notice to the other Party, if the other Party materially breaches the Business Associate Agreement, attached hereto as Exhibit B (Business Associate Agreement).
8. Effect of Termination. Upon the termination of this Agreement for any reason, PARTICIPANT shall cease to be a participant in the LANES HIE and thereupon and thereafter neither PARTICIPANT nor its Authorized Users shall have any rights to Access or use the System and any services. Termination will not alter the rights or duties of the Parties with respect to Patient Information transmitted before the effective date of the termination. Additionally, LANES will handle Patient Information in accordance with Section 18 of the Business Associate Agreement. Certain provisions of this Agreement shall continue to apply to PARTICIPANT and LANES, and their respective Authorized Users following termination, as described in Section XI.9 (Survival of Provisions).
9. Survival of Provisions. The following provisions of this Agreement shall survive any termination hereof: Section III.8 (Responsibility for Employees and Others), Section III.9 (Notification of Data Breaches and Reporting of Successful and Unsuccessful Security Incidents), Section III.17 (Regulatory Access to Books and Records), Section IV.11 (Responsibility for Acts of Authorized Users and Others), Section IV.22 (Protected Health Information), Section VI (Proprietary Information), Section VIII.2 (Limitation of Liability), Section IX.3 (Indemnification and Dispute Resolution), IX.4 (Rules for Indemnification), and IX.5 (Specific Indemnities).

XII. AMENDMENTS TO AGREEMENT AND POLICIES AND PROCEDURES

1. Amendments. Upon the mutual written consent of both Parties, the Parties may amend, repeal and replace the terms and conditions in this Agreement, including as may be required for LANES and/or PARTICIPANT to comply with applicable laws and regulations. In such instances, the Party making the amendment, repeal, or replacement shall endeavor to give the other Party not less than thirty (30) days' notice of such changes. However, a Party may request the change within a shorter period of time as that Party determines is appropriate under the circumstances to comply with a law or regulation.
2. Changes to Policies and Procedures. LANES may change or amend the Policies and Procedures from time to time. LANES shall notify PARTICIPANT of any change in the Policies and Procedures at least sixty (60) calendar days prior to the implementation of those changes or amendments, unless LANES determines that an earlier implementation date is required to address a legal requirement, a concern regarding the confidentiality, privacy, or security of Patient Information, or an emergency situation. The most recent version of the Policies and Procedures shall be made available on LANES' website.
3. Termination Based on Objection to Policy or Procedure. If PARTICIPANT objects to a revised or amended Policy or Procedure made pursuant to Section XII.2 (Changes to Policies and Procedures) that affects a material right or obligation of PARTICIPANT or which PARTICIPANT believes, in its reasonable discretion, would make it noncompliant with a law, guidance, or a contract, then PARTICIPANT may terminate this Agreement by giving LANES written notice within sixty (60) calendar days following LANES' notice of the revised or amended Policy or Procedure; provided, however, that PARTICIPANT may terminate this Agreement immediately if it is necessary to maintain statutory and regulatory compliance. If LANES does not cure the issue to PARTICIPANT's reasonable satisfaction during that sixty (60) calendar day timeframe, termination of this Agreement shall be effective after the sixty (60) day timeframe, unless otherwise agreed to by the Parties. LANES may decide in its discretion to refrain from implementing the amendment to which PARTICIPANT has objected, in which event this Agreement shall not be terminated and shall continue in force and effect, and upon which LANES shall provide PARTICIPANT with written notice of its decision not to implement such amendment within the above timeframes.

XIII. **COMPLETE UNDERSTANDING.** This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to the Section XII.1 (Amendments) of the Agreement and signed by both Parties.

XIV. **EFFECTIVE DATE.** This Agreement shall become effective on 7/31/2020 (the "Effective Date"). The Parties acknowledge and agree that the Exhibits are a necessary party of this Agreement and neither Party shall have any obligation or duty to perform until all such Exhibits have been mutually negotiated and made a part of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF AND IN CONSIDERATION of the recitals, covenants, conditions and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, LANES and PARTICIPANT have executed this Agreement as of the Effective Date set forth in Section XIV (Effective Date):

PARTICIPANT

Signed: Linda F. Tatum

Name: LINDA F. TATUM

Title: ASST. CITY MANAGER

Date: 7-27-2020

Address for purposes of notices:

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM

JULY 23, 2020

CHARLES PARKIN, City Attorney

By [Signature]
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

LOS ANGELES NETWORK FOR
ENHANCED SERVICES

DocuSigned by:
Signed: Anish Mahajan
42C1F33529BC4E3...

Name: Anish Mahajan

Title: Chair, Board of Directors

Date: 7/31/2020

Address for purposes of notices:
1055 W. 7th St. 33rd Floor
Los Angeles, CA 90017

Exhibit A

PARTICIPATION FEES

I. Participation Fees

Description	Fees
LANES Subscription Fee	The annual Participant subscription fee is \$ <u>2,500.00</u> . LANES will subsidize the Participant subscription fees for <u>2</u> year(s) after the effective date of the Agreement.

II. Additional Terms and Conditions

1. Payments. Participation Fees, when applicable, shall be paid in annual installments for each calendar year, in advance, pursuant to the payment schedule developed by the Parties and in accordance with terms in Section V.5 (Fees and Other Charges) of this Agreement. Participation Fees are due annually on the anniversary date of the execution of this agreement.
2. For Participants that qualify for Cal-HOP grant, LANES will reimburse certified EHR vendors for developing and implementing bi-directional interface(s) to LANES HIE based on LANES receipt of milestone-based Incentive payments from the Cal-HOP program. The Cal-HOP Incentive payments are set forth in the applicable Cal-HOP Scope(s) of Work. Any Incentive payment amounts in excess of fees and expenses charged by the Participant's EHR vendor will be paid to the Participant. Details regarding data elements and transaction types will be determined during project scope sessions and agreed upon in a Scope of Work governed by the terms of this Agreement.
3. Adjustments to the LANES Subscription Fee. After the initial two-year term, either Party may request to amend the Participation Fees on the anniversary date of the Agreement by giving the other Party at least ninety (90) days written notice prior to the anniversary date of the Agreement.
4. Termination. In the event this Agreement is terminated as provided in Section XI (Term and Termination), LANES shall refund to PARTICIPANT a pro rata amount of the Participation Fees paid by PARTICIPANT.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

LANES and Participant are parties to a Data Exchange Participation Agreement (the "DEPA"). Participant is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

LANES performs or provides functions, activities or services to Participant that require LANES in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, LANES is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between Participant and LANES in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by LANES if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by LANES in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean LANES.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean Participant.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services as permitted by the DEPA and HIPAA, including data analytics services and population-based activities relating to the Health Care Operations of Covered Entity and other covered entities.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to _____ that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to, _____, That includes, to the extent possible:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
 - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.
- 6. WRITTEN ASSURANCES OF SUBCONTRACTORS**
- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), If applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a

Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, LANES shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify Participant.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Covered Entity so the Covered Entity can provide a copy of the specified Protected Health Information to the Individual(s) or other person(s) requesting such Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. **ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. **COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. **AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its Internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
12. **MITIGATION OF HARMFUL EFFECTS**
- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.
13. **BREACH NOTIFICATION TO INDIVIDUALS**
- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.
14. **OBLIGATIONS OF COVERED ENTITY**

- 14.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 14.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

15. TERM

- 15.1 Unless sooner terminated as set forth in Section 16, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 15.2 Notwithstanding Section 15.1, Business Associate's obligations under Sections 11, 14, and 17 shall survive the termination or expiration of this Business Associate Agreement.

16. TERMINATION FOR CAUSE

- 16.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 16.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 17.1 Except as provided in Section 17.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 17.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 17.2 Destruction for purposes of Section 17.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 17.3 Notwithstanding Section 17.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry

out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information. Business Associate's current policy relating to the return or destruction of Protected Health Information is set forth in Exhibit B-1 to this Business Associate Agreement.

- 17.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 17.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 17.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 17.2.

18. AUDIT, INSPECTION, AND EXAMINATION

- 18.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 16.
- 18.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 18.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 18.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 18.6 Section 18.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19. MISCELLANEOUS PROVISIONS

- 19.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 19.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 19.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT B-1 to BAA

LANES Policy on the Return or Destruction of Protected Health Information

The purpose of this Policy is to describe LANES' policies and procedures with respect to the return or destruction of Protected Health Information, including compliance with HIPAA, compliance with LANES' Business Associate Agreements and the desire to accommodate requests from participants in the LANES HIO with respect to the return or destruction of Protected Health Information. Due to the existing functionality contained and available in the LANES HIO software platform, currently it is not reasonably feasible to return or destroy large or substantial volumes of Protected Health Information as such activities entail a significant amount of manual activities and intervention by LANES personnel. LANES will use commercially reasonable efforts to update the HIO software platform as new releases and enhancements are made available to LANES. LANES will cooperate in good faith with participants that request the return or destruction of Protected Health Information at fees to be paid by Participant equal to the cost of efforts to return or destroy the information.

As new functionality and capabilities allow for more automated methods for the return or destruction of Protected Health Information, LANES will revise this Policy as appropriate to maintain compliance with HIPAA, LANES' Business Associate Agreements and requests from participants in the LANES HIO relating to the return or destruction of Protected Health Information.

Exhibit C

LANES PRIVACY AND SECURITY POLICIES

In addition to other data privacy and security obligations under this Agreement, this Exhibit C summarizes the Security and Privacy Safeguards and Controls with which LANES shall comply.

1. Definitions

- a. "Personally Identifiable Information" (hereto after referred to as PII) means any information that, alone or in combination with other information can be used to identify, locate, or contact an individual, including, without limitation, an individual's name, address, social security number, credit card number, education records, medical records, email addresses, telephone numbers, as well as information that constitutes "personal data", and which includes Patient Information.
- b. "Protected Health Information" (hereto after referred to as PHI) means any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

2. Security & Privacy Policies

LANES shall Process the PII and/or PHI provided by Participant pursuant to the Master Service Agreement and Business Associate Agreement. LANES and the Participant agree to the following implementation specifications in regard to the handling of any and all LANES and/or Participant PII and/or PHI:

- a. Information Security Plan
 - i. This policy defines physical, technical, and administrative controls required to protect Information, including ePHI, and Information Systems. All users of Information and Information Systems must become familiar with the requirements in this central policy document and any additional supplemental policy documents. This policy and supplement policy documents are in compliance with the HIPAA Security Rule, 45 C.F.R. Part 164, subpart C, and the NIST CSF Framework. Users should promptly report any conflict between this policy and existing laws or regulations to the CISO.
- b. PII and PHI Minimal Use Policy
 - i. This document describes how workforce members of LANES must make reasonable efforts to limit their use or disclosure of PII and/or PHI from an outside party to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. This policy complies with HIPAA minimum use and disclosure standards.
- c. Patch Management Policy
 - i. This document describes the requirements for maintaining up-to-date operating system security patches on all LANES owned and managed workstations and servers.
- d. Access Control and User Identification & Authorization Policy
 - i. This document describes the requirements for ensuring access controls to protect information systems, Personally Identifiable Information (PII) and/or Protected Health Information (PHI) and ensure the confidentiality, availability and integrity of data.
- e. Security and Privacy Training and Awareness Training Policy
 - i. This document describes the requirements for ensuring security awareness and training controls to protect information systems, Personally Identifiable Information (PII) and/or Protected Health Information (PHI) and ensure the confidentiality, availability and integrity of data.
- f. Equipment and Media Disposal Policy

- i. This Equipment and Media Disposal Policy is designed to protect organizational data stored on the equipment or media being removed from service. This policy is intended to protect LANES by protecting data to meet confidentiality and privacy requirements. This Equipment and Media Disposal Policy requires the asset tracking inventory be kept up to date as equipment is removed from service. This policy is in accordance with NIST SP 800-88 Revision 1: Guidelines for Media Sanitation.
- g. Employee Screening and Background Check Policy
 - i. The purpose of this policy is to outline the process to appropriately screen potential and/or current employees of LANES. These rules are in place to protect the employee and LANES to reduce the likelihood or severity of internal risks or legal issues.
- h. Acceptable Use Policy
 - i. The purpose of this policy is to ensure uniform and appropriate use of its network, computer, and telecommunication resources.
- i. Backup Recovery Disaster and Business Continuity Policy
 - i. The purpose of this policy is to establish standards to back-up the Information stored on the Information Systems, reduce the potential risk to these events, and to minimize disruption in the availability of the Information and Information Systems. The principles set forth in this policy must be extended to relevant Vendors of Company having possession of Information (e.g., cloud providers, ASP services, etc.).
- j. Company-Provided Mobile Device and Computer Policy
 - i. This policy defines the Information security requirements for the protection of Confidential Information on all Company-provided Mobile Devices ("Company-Provided Mobile Devices"). For purposes of this policy, "Mobile Devices" means laptops, notebooks, tablets, all personal wireless-enabled devices, including pagers, cellular phones, smart phones, mobile email devices, PDAs and other hybrid devices, and all portable storage media, including flash drives, smart cards, tokens, etc.
- k. Incident Response Policy
 - i. This Incident Response Policy addresses incidents involving sensitive information, including breaches of unsecured Protected Health Information and breaches under California law. As a HIPAA Business Associate, LANES must report all security incidents, uses and disclosures in violation of its Business Associate Agreements (BAAs) and all breaches of unsecured PHI to its Covered Entity participants in accordance with the applicable BAA.
- l. Personal Device Policy (BYOD)
 - i. The purposes of this Policy are to establish rules for the possession and appropriate use of Personal Devices, ensure compliance by you (and by extension, the Company) with applicable laws, ensure you are aware of the implications of using your Personal Device for Company Business Purposes, protect Company's System from unauthorized use and malicious attack
- m. Social Media Policy
 - i. This Social Media Policy covers the permitted use by LANES employees of online social media and social media sites such as Facebook, LinkedIn, Twitter, Instagram, YouTube and Pinterest, blogs and other similar networking sites on the Internet in connection with Company business. The purpose of this Policy is to provide the requirements for your proper use of Social Media Sites when you are using them for Company business.

Exhibit D

PRIVACY AND SECURITY CHECKLIST

In addition to other data privacy and security obligations under this Agreement, these requirements apply to the parties' use, access, handling and distribution of: i) any of the Participant's Patient Information; and ii) any of the Deliverables used in or generated by the performance of the Agreement, including any of the LANES data and other Participants' Patient Information. The provisions contained in this Exhibit D are incorporated in their entirety into the Agreement.

1 Definitions

1.1 "Personally Identifiable Information" (hereto after referred to as PII) means any information that, alone or in combination with other information can be used to identify, locate, or contact an individual, including, without limitation, an individual's name, address, social security number, credit card number, education records, medical records, email addresses, telephone numbers, as well as information that constitutes "personal data", and which includes Participant Data.

1.3 "Process" (and its derivatives) means any operation or set of operations that is performed upon data such as PII and/or PHI, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.4 "Protected Health Information" (hereto after referred to as PHI) means any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

2. Standards on the Parties Handling of PII and/or PHI

LANES shall Process the PII and/or PHI provided by Participant pursuant to the Master Service Agreement and Business Associate Agreement. LANES and the Participant agree to the following implementation specifications in regard to the handling of any and all LANES and/or Participant PII and/or PHI:

2.1 Information Security and Privacy:

LANES and the Participant agree to have an Information Security Program, with documentation of an annual assessment of security practices. This shall include a Risk Management Plan documented, that addresses administrative, technical and physical safeguards. The Parties will have a formal policy about applying sanctions against workforce members who fail to comply with security policies and procedures. The Parties will maintain a vulnerability management program, including patch management and system configuration standards. Each Party will have an Incident Management Plan (which may be part of a greater Continuity of Operations Plan and/or Disaster Recovery Plan) that address procedures to identify, respond to and mitigate any suspected or realized security incidents or privacy breaches, and will perform at least annual tests of the Incident Response Plan.

2.2 Access Controls

LANES and the Participant will each have an Access Policy that governs workforce access to PII and/or PHI, including role-based access control in accordance with job duties and requirements. Access controls will include mechanisms to authenticate user identity, to control access to workstations and computer systems, to authorize access to secure facilities, and to block access by unauthorized persons to areas where PII and/or PHI is stored.

Each Party will have an Acceptable Use Policy that addresses personnel utilization of systems, will conduct background checks of personnel and contractors upon hire, and have procedures to revoke or terminate access to PII and/or PHI within 24 hours when a workforce member is no longer employed or no longer requires access to PII and/or PHI. Each Party will document security-related repairs and modifications to

the facility, and maintain secure workstation procedures, including physical control methods to prevent against theft or improper access, including a clean-desk policy.

Each Party will assign each user a unique identifier, require default passwords to be changed upon first usage, automatically log-off users after a period of inactivity, prevent a user from being logged into more than one session at a time, and utilize encryption methodology to protect PII and/or PHI in storage and in transit.

2.3 Training and Awareness

LANES and the Participant will provide regular security training to your workforce members, including periodic awareness reminders, and that trains workforce members about the risk of malware, viruses and phishing (and how to avoid them).

2.4 Audit and Logging

LANES and the Participant will monitor the activity on each of their own systems and have a mechanism to authenticate the PII and/or PHI to ensure that it has not been altered. Each Party will have a mechanism to ensure that PII and/or PHI is not improperly modified during transmission and ensure that PII and/or PHI is transmitted only to the intended party.

2.5 Device and Media Controls

LANES and the Participant will each ensure that devices storing PII and/or PHI are fully erased or physically destroyed upon no longer requiring them. The Parties will each have procedures in place to completely erase PII and/or PHI from electronic devices before they are reused, and maintain an inventory of hardware and electronic media, including issuance and transfer of device/media. Each Party will have back-up procedures in place.

Exhibit E
SUMMARY OF BASE SERVICES PROVIDED BY LANES

I. Functional Capabilities:

1. Secure Access to clinical records
 - a. Secure, online portal access to patient records for all authorized healthcare providers.
 - b. Secure access to a complete patient record from within your EHR experience without the need to add another tool for access to community clinical data.
2. Delivery of Clinical Records
 - c. LANES can send in bulk format clinical content for your attributed patients
3. Access to a Subscription-based Notification Service
 - a. This service is an alert notification service that needs to be requested by the participating organization *HIGHLY RECOMMENDED
 - d. Customizable notifications to suite your specific care setting needs to configure when and how you receive such content.
4. Access of a Direct Secure Messaging
 - e. An exclusive environment for health care to send and receive clinical content in an email like environment design specifically for PHI and health care professionals.
5. Consent Management
 - f. Adherence to patient consent wishes for each participating organization.
6. Standard Base Data Exchange
 - g. LANES support many different types of interoperability and data exchange standard and will continue to adopt and adhere to advances in interoperability.
7. Master Patient Index
 - h. Patient matching is at the core of LANES and we provide an industry leading solution to ensure high rate of patient matching as we aggregate clinical content across disparate EMRs and other clinical systems to a single ID.
8. Data Aggregation Services
 - a. LANES will provide an aggregated, cleansed and normalized set of clinical content to you regardless of how we receive it and we will provide a patient record with your unique identifiers, so you don't have to match patients

II. Onboarding Services:

1. Clinical Implementation Services
 - a. We will provide a limited number of training (train-the-trainer) sessions to your staff and your super users with materials so that you are able to go at your own pace in learning and using all the services offered by LANES. For portal users, LANES will provide a Portal User Guide.
2. Help Desk and PARTICPANT Support Services
 - a. Our help desk is available to help you with your concerns and issues related to developing best practices for your organization. We have skilled staff to address and manage your request between the hours of 9-5 (M-F) Pacific Time or you can submit questions, comments or request to support@lanesla.org.

Details regarding data elements and transaction types will be determined during project scope sessions and agreed upon in a Scope of Work governed by the terms of this Agreement. The parties will agree to Scope(s) of Work for Cal-HOP onboarding activities and services.