SYSTEM ACCESS LICENSE AGREEMENT with HIO

THIS SYSTEM ACCESS LICENSE AGREEMENT ("**Agreement**") is entered into as of the date of Participant's signature (the "Effective Date"), by and between Manifest MedEx, a California non-profit public benefit corporation ("**MX**"), and_____("**PARTICIPANT**") and by and between Inland Empire Health Information Organization, a California nonprofit public benefit corporation ("**HIO**"). MX, HIO and Participant are referred to in this Agreement and related documents individually as a "**Party**" or collectively as the "**Parties**." HIO and MX are referred to collectively as "**HIE Provider**."

RECITALS

MX is organized to facilitate health information aggregation and sharing in a manner that complies with Law.

MX operates a health information exchange (the "**HIE**") that will enable its participants to electronically provide and receive health information regarding their patients.

Participant is a physician practice/medical group that will both provide data to and receive data from the HIE. Participant will list any related medical groups or affiliates who will also participate in the HIE in Schedule A to this Agreement. If Participant physician practice is a member of an Accountable Care Organization ("**ACO**"), Management Services Organization ("**MSO**") or Independent Physician Association ("**IPA**") that is an MX Participant, then physician expressly grants MX permission to receive Protected Health Information ("**PHI**") from and to send PHI to the ACO, MSO or IPA on behalf of the Participant/Covered Entity. Participant further agrees to notify MX in writing within thirty (30) days, if the Participant/Covered Entity terminates its relationship with the ACO, MSO or IPA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereto agree as follows:

1. SYSTEM ACCESS LICENSE

A. Participant will participate in the HIE, as set forth in this Agreement.

B. MX grants to Participant for the **Term** of this Agreement, and Participant accepts, a non-exclusive, personal, nontransferable, limited right to access and use the **System** under the terms and conditions set forth in the Agreement including the **MX Policies** (LINK) and **Definitions** (LINK). Defined terms are in bold text upon first mention.

C. Participant shall restrict access to and use of the System to Participant and its **Authorized Users**. Participant shall implement security measures with respect to the System and safeguard **Patient Data** as required by the Agreement. Participant shall notify MX promptly of any unauthorized access or use of the System of which Participant becomes aware.

D.   Participant shall, to the reasonable satisfaction of MX, educate and train its Authorized Users regarding the requirements of the Agreement, including the MX Policies and privacy and security protocols.

2. TERM AND TERMINATION

A. Term and Termination. This Agreement shall be effective on the Effective Date and shall remain in effect until terminated as described herein. Participant and MX may terminate the Agreement at any time, with or without cause, and without penalty, upon thirty (30) days' prior written notice. MX may terminate this Agreement if MX determines that Participant's actions or continued participation in the **MX Platform** would, or is likely to, endanger the privacy or security of Patient Data or places the Participant out of compliance with the Policies. HIO may terminate the Agreement at any time, with or without cause, and without penalty, after delivering thirty (30) days' prior written notice to MX. Upon any such termination by HIO, the Agreement shall continue between Participant and MX unless otherwise validly terminated by one of those two Parties.

B. Effect of Termination on Patient Data. Upon any termination of the Agreement, Participant shall have no continued right to receive or duty to provide Patient Data, or to receive the **Services**. Upon any termination, the Parties will comply with the provisions of the **Business Associate Agreement** as it pertains to PHI. If Participant has provided Patient Data to MX, the Parties acknowledge and agree that such Patient Data has been merged with MX's and/or Participant's data and, accordingly, it is infeasible to destroy, delete or return that Patient Data. MX shall protect such Patient Data as it protects all other Patient Data in its possession. To the extent that either Party possesses Patient Data from the other Party, each Party shall protect that Patient Data as it protects all other Patient Data in its possession, but is not required to destroy, delete or return that Patient Data upon termination.

3. FEES

A.   Subscription Fees. Participant as a physician practice/medical group shall not pay **Subscription fees** to MX. MX reserves the

right to implement Subscription Fees for physician practice/medical groups upon sixty (60) days' prior written notice to Participant.

B.   <u>Implementation Offset.</u> Participant acknowledges that MX incurs costs in the amount of $35,000 as part of the onboarding and implementation process for new customers. In an effort to offset those costs, Participant agrees:

1. To permit MX to apply on Participant's behalf for any available state, federal, or private funding for the cost of implementation of the Services. To the extent required to successfully complete the application, Participant shall cooperate with MX and respond promptly to requests for information from MX. Additionally, MX may provide any information required by the granting entity about this Agreement or the relationship between Participant and MX as part of such application.
2. At MX's request and with MX's assistance, to use Participant's best efforts to complete and directly submit any application for funding that cannot be submitted by MX on Participant's behalf.
3. To the extent that any grant funds are awarded and disbursed directly to Participant for HIE onboarding and implementation costs, Participant shall pay to MX the lesser of (i) $35,000 or (ii) the total funds received by Participant within thirty (30) days of receipt.

4. PRIVACY/SECURITY

A. <u>Business Associate Agreement ("BAA").</u> By executing the Agreement, MX and Participant confirm the terms of the BAA <u>(LINK)</u> and agree to comply with the BAA. The provisions of this clause and the BAA shall survive termination of this Agreement.

B. <u>Notification of Breach of Privacy or Security.</u> Each Party shall notify the other of any suspected or actual **Breach of Privacy or Security**.

5. SYSTEM, SERVICES, AND DATA CONTRIBUTION

A. <u>System and Services.</u> MX will provide to Participant the following Services ("**Services**").

1. Web-based query portal that enables Participant to look up and access an individual Patient's health information.
2. A notification service that alerts Participant when a Patient of Participant is: (i) seen in the emergency department of Participant or an **NP Participant**; or (ii) admitted to or discharged from the hospital of Participant or an NP Participant. Notifications will be based on the patient panel submitted by Participant.
3. Reporting and analytic services that support Participant in analyzing the healthcare needs of Participant's patients.

- MX reserves the right to make changes to the Services upon sixty (60) days' written notice.

- MX shall develop and maintain MX Policies <u>(LINK)</u>. MX shall use commercially reasonable efforts to retain and maintain its HITRUST CSF certification in accordance with HITRUST standards.

B. <u>Data Contribution.</u> Physician practice/Medical Group Participants will provide the following Patient Data to MX:

1. **Patient panel** within thirty (30) days of the Effective Date, and regularly thereafter.
2. Admit, discharge and transfer data ("**ADT messages**"), within six (6) months of the Effective Date, and regularly thereafter; if available from the electronic health record system.
3. Lab data (ORU messages or its equivalent) from national reference labs and transcribed radiology reports by signing an authorization form allowing labs and other entities to send the Participant's data to MX, as of the Effective Date, and regularly thereafter. Lab and radiology Authorization forms are attached and incorporated by reference herein.
4. CCDAs (care summaries) within sixty (60) days of the Effective Date, and regularly thereafter.
5. As other Patient Data become relevant to the HIE, the Parties shall work together to develop a timeline for Participant to contribute such Patient Data to MX. If the Parties do not agree on a timeline within three (3) months after MX sends the notice requesting additional Patient Data to Participant, or MX does not receive such Patient Data pursuant to the Parties' timeline, either Party may terminate this Agreement by providing thirty (30) days' written notice to the other Party.

C. <u>MX Use of Data.</u> Subject to the limitations on use of **Healthcare Data** set forth in the Policies, Participant grants to MX a fully-paid, non-exclusive, non-transferable, royalty-free right and license: (i) to license and/or otherwise permit **Persons** to access through the System and/or to receive from the System all Healthcare Data provided by Participant; (ii) to use Healthcare Data provided by Participant to perform any activities MX is allowed to perform under the Agreement (including the Policies); and (iii) to use Healthcare Data provided by Participant to carry out MX's duties under the Agreement, including system administration, testing and audits, provision of services, problem identification and resolution and management of the System. MX's rights under this Article shall continue for as long as MX holds or controls Participant's Healthcare Data.

D. <u>Participant Access to System.</u> MX grants to Participant, and Participant accepts, a non-exclusive, personal, nontransferable, limited right to access and use the System under the terms and conditions set forth in the Agreement. Participant's right is conditioned on Participant fully complying with the Agreement and its referenced terms. As a condition, and prior to access to the MX Platform,

Participant must designate a **Training/Administrator Point of Contact**.

6. REPRESENTATIONS and WARRANTIES

A. Exclusion from Government Programs. Each Party represents and warrants that it and its **Personnel** have not: (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (b) been convicted of any crime relating to any federal and/or state reimbursement program.

B. Limited Warranties. Except as otherwise specified in the Agreement: (a) Participant's access to the System, use of the Services, and receipt of Patient Data from MX are provided "as is" and "as available"; and (b) MX does not make any representation or warranty of any kind regarding the System or Services, expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non- infringement, except those specifically stated in the Agreement.

C. Data Quality. Participant shall use reasonable and appropriate efforts to ensure that all Healthcare Data provided by Participant and/or Personnel to MX is accurate with respect to each Patient. Each Party shall use reasonable and appropriate efforts to assure that its Personnel do not alter or corrupt the Patient Data received by or transmitted from that Party. Participant and its Authorized Users shall use reasonable professional judgment in its use of the Healthcare Data and its application of the Healthcare Data to make clinical decisions.

D. Notice of Data Inaccuracy. Each Party shall promptly notify the other Party of any known inaccuracy in the Patient Data provided to the other Party through the System.

7. MUTUAL INDEMNIFICATION AND INSURANCE

A. Indemnification. Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its Personnel (the "**Indemnified Party**") from and against any and all third-party **Claims** (and all **Damages** arising from or relating to those Claims) arising from: (a) the acts or omissions of the Indemnifying Party related to the Agreement, including the Indemnifying Party's failure to comply with any obligation or satisfy any representation or warranty under the Agreement; and/or (b) a Breach of Privacy or Security arising out of the Indemnifying Party's acts or omissions.

B. Insurance. During the Term, Participant and any **Business Associate** of Participant that accesses the System shall each obtain and maintain the following insurance coverage or self-insure in the following amounts:

- Commercial general liability insurance in the amount commonly carried by a Person of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the annual aggregate; and

- Comprehensive professional liability or errors and omissions (E&O) insurance of the type and in the amount commonly carried by a Person of the same commercial size and in the same line of business as Participant, but in any event at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the annual aggregate.

8. PARTICIPANT LIABILITY

The Participant is solely responsible for any and all acts or omissions taken or made in reliance on the System, Healthcare Data and/or other information received from MX, including inaccurate or incomplete information.

9. NOTICES

A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service, or sent by electronic mail, so long as the sending Party does not receive a message in return that the electronic message is undeliverable.

B. Either Party may change the address to which notice or payment is to be sent by written notice to the other Party pursuant to the provisions of this paragraph.

10. JURISDICTION AND DISPUTES

This Agreement shall be governed by the laws of California. All **Disputes** hereunder shall be resolved in the applicable state or federal courts of California. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

11. SEVERABILITY, ASSIGNABLITY, AND INTEGRATION

A. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

B. Assignability. The license granted hereunder is personal to Participant and may not be assigned by any act of Participant or by operation of law unless in connection with a transfer of substantially all the assets of Participant or with the consent of MX.

C. Integration. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Manifest Medex	**Inland Empire Health Information Organization**	**Participant**
	Confirmed By:	
By: *Erica Galvez*	*Dolores Green*	By:
		Signature
Name: Erica Galves	Name: Doloros Green	Name:
Title: Chief Executive Officer	Title: Board Director	Title:
		Date:
		Email:
		Phone:

NOTICE TO MX	**NOTICE TO HIO**	**NOTICE TO PARTICIPANT**
Attn: Chief Executive Officer	Attn: Board Director	Attn (Name):
3993 Jurupa Avenue	3993 Jurupa Avenue	Address:
Riverside, CA 92506	Riverside, CA 92506	
Email: legal@manifestmedex.org	Email: dgreen@rcmanet.org	Email:

MX DATA & UTILIZATION ATTESTATION:
PLEASE INITIAL IN EXCHANGE FOR MX SERVICES AT NO COST

Participant has or will take steps to ensure their patients' CCDA data is available through their vendor's hub or Carequality to meet data contribution requirements in this Agreement. If the Participant is not on a MX Hub or Carequality, MX will provide additional solutions to retrieve the CCDA data which the Participant will take steps to accept. Additionally, Participant will take steps to get onboarded to and use the MX notification service.	_Initial here_

Participant agrees to engage with MX's implementation team to complete implementation as reasonably requested by MX and, in any case, no later than ten (10) business days following initial outreach by MX.	_Initial here_

SCHEDULE A: AMBULATORY SITE AND PROVIDER DETAILS
(MX requires this information to confirm the Agreement is complete and to initiate implementation.)

SITE DETAILS > LIST PRACTICE SITES DETAILS ASSOCIATED WITH THIS ORGANIZATION. PLEASE LIST EACH SITE ON A SEPARATE ROW:

SITE NAME	PROVIDER COUNT	NPI TYPE 2 #	TIN #	STREET ADDRESS	CITY	ZIP CODE	QUEST ACCT# (OR N/A)	LABCORP ACCT# (OR N/A)	RADNET (Y/N)

PARTICIPANT AUTHORIZES MX TO RECEIVE REFERENCE LAB RESULTS AND/OR RAD REPORTS FROM THE FOLLOWING FACILITIES:

Send Lab results from **LabCorp** to MX	_Initial here_	Send Lab results from **Quest** to MX	_Initial here_	Send Radiology reports from **Radnet** to MX	_Initial here_

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PROVIDER DETAILS > A "PROVIDER" IS A QUALIFIED HEALTHCARE PROFESSIONAL WHO PERFORMS A PROFESSIONAL SERVICE FOR THE PRACTICE SITES LISTED.

| PROVIDER FIRST NAME	PROVIDER LAST NAME	PROVIDER NPI #	SITE NAME

PARTICIPANT CONTACT INFORMATION

Name of person completing this form:	Email:	Phone:

ELECTRONIC HEALTH RECORD (EHR) SYSTEM INFORMATION: PLEASE COMPLETE ALL FIELDS

EHR Name:	Version:	If **eClinicalWorks**, enter APU ID#:

GENERAL PARTICIPANT CONTACT INFORMATION:
PLEASE ENSURE AT LEAST 1 PERSON IS ASSIGNED TO EACH OF THE CONTACT TYPES *(IT CAN BE THE SAME PERSON FOR ALL 3 TYPES)*

Contact 1

Name:	☐ **Training Contact**
	Will coordinate <u>training</u> on the MX System with MX.
Title:	☐ **Admin/IT Contact**
	Will coordinate with MX on <u>IT/data matters</u>.
Email:	☐ **Clinical/Operational Sponsor**
Phone:	Can provide information about the practice's <u>clinical priorities</u> <u>and workflows</u>.

Contact 2

Name:	☐ **Training Contact**
Title:	☐ **Admin/IT Contact**
Email:	☐ **Clinical/Operational Sponsor**
Phone:	

Contact 3

Name:	☐ **Training Contact**
Title:	☐ **Admin/IT Contact**
Email:	☐ **Clinical/Operational Sponsor**
Phone:	

Contact 4

Name:	☐ **Training Contact**
Title:	☐ **Admin/IT Contact**
Email:	☐ **Clinical/Operational Sponsor**
Phone:	

ASSOCIATED HOSPITAL INFORMATION
Please list the top 3 hospitals where your Patients are regularly admitted or seen in the emergency department:

1.	2.	3.

LabCorp PROVIDER AUTHORIZATION

    Lab Connectivity Terms of Use. These terms of use are a legal agreement between the medical practice identified below (hereinafter referred to as "Participant") and Laboratory Corporation of America Holdings and its subsidiaries (hereinafter referred to as "LabCorp") governing your connection to LabCorp through Manifest MedEx ("Exchange"). As used in this Agreement, the term "Participant" includes all ordering physicians or other persons in the practice that are authorized to order laboratory tests under applicable laws, rules and regulations.

    Results. If LabCorp determines that Participant qualifies for a connection to LabCorp through the Exchange, LabCorp shall arrange with Exchange for the installation of a Uni-Directional Interface which allows LabCorp to electronically transmit patient test results to the Exchange. By signing this Agreement, Participant acknowledges and authorizes LabCorp to transmit result reports to the Exchange in this manner and based upon Participant's relationship with the Exchange.

initial here	**Copy Only.** Participant understands that the Exchange will not deliver the official chartable report of laboratory testing results that complies with applicable reporting laws or otherwise meets the Participant's needs. Please contact your LabCorp Account Representative to establish the LabCorp means to deliver your official chartable report of the laboratory result.

Sharing of Data. By agreeing to these terms of use, Participant directs LabCorp to submit laboratory tests results to the Exchange for delivery to Participant. Participant acknowledges that other practices and persons participating in the Exchange will have access to such results and other information. All terms related to participation in the Exchange, and for any permitted use or access of such data, are solely between Participant and the Exchange. LabCorp assumes no responsibility for how information is used once submitted into the Exchange, and Participant shall indemnify, defend and hold LabCorp harmless from and against any claims of any inappropriate use or release of information.

No Supplies or Equipment. LabCorp is not providing any supplies or equipment under this agreement. Participant is responsible for arranging separately for all hardware, software, services, items, devices, or supplies necessary for Participant to connect to the Exchange. Likewise, Participant shall be responsible for all maintenance, support and service fees which are related to Participant's system and to connection to the Exchange.

Compliance with All Laws and Restricted Use. It is the intent of the parties hereto to comply with all federal, state and local statutes, regulations and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Section 1877 of the Social Security Act (commonly known as the "Stark Provisions") and the anti-kickback provisions set forth in the fraud and abuse sections of 42 U.S.C. 1320(a), as well as and any regulations issued thereunder and any applicable similar state laws and regulations. The parties agree that pursuant to this Agreement, LabCorp shall only provide items, devices, or supplies that are used solely to order or communicate the results of, tests or procedures provided for Participant, and that any benefit, consideration or remuneration conferred upon Participant by virtue of this Agreement is not conditioned upon the referral of Medicare or Medicaid testing to LabCorp.

Warranty/Liability. The connection from LabCorp to the Exchange is provided on an "as-is" and "as-available" basis. LabCorp disclaims any and all warranties with regard to the Exchange. In no event will LabCorp be liable for incidental, consequential, special or indirect damages. In jurisdictions limiting the effect of such a limitation, LabCorp's liability is limited to the greatest extent permitted by law. LabCorp shall not be responsible for any claim in connection with the establishment or performance of the Exchange, nor for how any person may use the data once submitted to the Exchange. Participant hereby expressly releases LabCorp and agrees to indemnify and hold LabCorp harmless from any and all claims, including any and all claims for property damage, personal injuries and/or consequential, punitive or other damages which arise, or are alleged to have arisen, in connection with the establishment, operation or functioning of the Exchange.

Term and Termination. Either Party may terminate this agreement at any time upon 15 days notice.

NAME OF PRACTICE: _____ LABCORP ACCT NO: <u>Refer to Schedule A</u>

FULL ADDRESS: _____ PHONE NUMBER: _____

CONTACT: _____ TITLE: _____

SIGNATURE: _✓ Signature here_ DATE SIGNED: _____

Completed forms and any questions should be directed to your LabCorp Account Representative: _____