REQUIRED FLOW-DOWNS

These Required Flow-Down Terms (these "**Flow-Down Terms**") govern any agreement (the "**Agreement**") between MedAllies, Inc. ("**MedAllies**") and any Participant or Subparticipant (as these terms are defined below) entered into for the participation in the MedAllies Qualified Health Information Network ("**QHIN**") and QHIN-related services.

Each Participant must incorporate these Flow-Down Terms into any of its agreements with Subparticipants and a Subparticipant must likewise incorporate these terms into any agreements with Downstream Subparticipants. For purposes of implementing the Required Flow-Downs (identified in the applicable headings as "**(Required Flow-Down(s))**", references in such sections/subsections to "**Participant**" shall be interpreted to also mean "**Subparticipant(s)**," as the case may be.

These Flow-Down Terms, and as referenced herein, the Common Agreement and other Framework Agreements (as these capitalized terms are defined below), are applicable only to Participant's participation in the MedAllies QHIN and do not affect or in any way limit any other unrelated agreement or services between Participant and MedAllies.

1. Definitions

1.1 Defined Terms. Capitalized terms used in these QHIN Flow-Down Terms shall have the meaning set forth below for purposes of the activities contemplated herein. Where a definition includes one or more citations to a statute, regulation, or standard, the definition shall be interpreted to refer to such statute, regulation, or standard as may be amended from time-to-time.

Applicable Law: all federal, state, local, or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal agencies are only subject to federal law.

Business Associate: has the meaning assigned to such term at 45 CFR § 160.103.

Business Associate Agreement (BAA): a contract, agreement, or other arrangement that satisfies the implementation specifications described within 45 CFR § 164.504I, as applicable.

Common Agreement: unless otherwise expressly indicated, the *Common Agreement* for *Nationwide Health Information Interoperability* that has been entered into by and between MedAllies and the RCE, including as may be amended, along with the QHIN Technical Framework (QTF), all Standard Operating Procedures (SOPs), and all other attachments, exhibits, and artifacts incorporated therein by reference.

Confidential Information: Any information that is designated as Confidential Information by the person or entity that discloses it (a "Discloser"), or that a

reasonable person would understand to be of a confidential nature, and is disclosed to another person or entity (a "Recipient") pursuant to these QHIN Flow-Down Terms. For the avoidance of doubt, "Confidential Information" does not include electronic protected health information (ePHI), as defined in this Participant-QHIN Agreement, that is subject to a Business Associate Agreement and/or other provisions of these QHIN Flow-Down Terms.

Notwithstanding any label to the contrary, "Confidential Information" does not include any information that: (i) is or becomes known publicly through no fault of the Recipient; or (ii) is learned by the Recipient from a third party that the Recipient reasonably believes is entitled to disclose it without restriction; or (iii) is already known to the Recipient before receipt from the Discloser, as shown by the Recipient's written records; or (iv) is independently developed by Recipient without the use of or reference to the Discloser's Confidential Information, as shown by the Recipient's written records, and was not subject to confidentiality restrictions prior to receipt of such information from the Discloser; or (v) must be disclosed under operation of law, provided that, to the extent permitted by Applicable Law, the Recipient gives the Discloser reasonable notice to allow the Discloser to object to such redisclosure, and such redisclosure is made to the minimum extent necessary to comply with Applicable Law.

Connectivity Services: the technical services provided by a QHIN consistent with the requirements of the then-applicable QHIN Technical Framework and pursuant to the Common Agreement and provided by MedAllies to Participant consistent with the Required Flow-Downs with respect to all Exchange Purposes.

Covered Entity: has the meaning assigned to such term at 45 CFR § 160.103.

Designation (including its correlative meanings "Designate," "Designated," and "Designating"): the RCE's written confirmation to ONC that a HIN has satisfied all the requirements of the Common Agreement, the QHIN Technical Framework, and all applicable SOPs and is now a QHIN.

Direct Relationship: a relationship between (1) an Individual and (2) a QHIN, Participant, or Subparticipant, that arises when the QHIN, Participant, or Subparticipant, as applicable, offers services to the Individual in connection with one or more of the Framework Agreements, and the Individual agrees to receive such services.

Disclosure (including its correlative meanings "Disclose," "Disclosed," and "Disclosing"): the release, transfer, provision of access to, or divulging in any manner of TI outside the entity holding the information.

Discovery: for purposes of determining the date on which a TEFCA Security Incident was discovered, the term Discovery shall be determined consistent with 45 CFR §

164.404(a)(2) as if the TEFCA Security Incident were a breach (as defined in 45 CFR § 164.402) except that this term shall also apply to Non-HIPAA Entities.

Dispute: means (i) a disagreement about any provision of this Common Agreement, including any SOP, the QTF, and all other attachments, exhibits, and artifacts incorporated by reference; or (ii) a concern or complaint about the actions, or any failure to act, of Signatory, the RCE, or any other QHIN or another QHIN's Participant(s).

Dispute Resolution Process: the non-binding dispute resolution process set forth in the *Dispute Resolution Process SOP*.

Downstream Subparticipant: a Subparticipant that has entered into a Downstream Subparticipant Agreement to use the services of another Subparticipant (referred to as the "Upstream Subparticipant") to send and/or receive information as described in Section 9 of the Common Agreement.

Downstream Subparticipant Agreement: an agreement that incorporates all of the Required Flow-Downs of the Common Agreement and is between a Subparticipant (referred to as the "Upstream Subparticipant") and one or more Subparticipants (each a "Downstream Subparticipant"), which enables the Downstream Subparticipant(s) to use the services of the Upstream Subparticipant as described in Section 9 of the Common Agreement to send and/or receive information for one or more Exchange Purposes; provided, however, that any provisions of said agreement that permit or require activities other than those required or permitted by the Common Agreement shall not be deemed part of the Downstream Subparticipant Agreement as defined herein. For example, if the agreement provides for transmission of information for reasons other than the Exchange Purposes, the provisions governing such activities shall not be deemed part of the Downstream Subparticipant Agreement as defined herein. Any Subparticipant may enter into a Downstream Subparticipant Agreement.

Electronic Protected Health Information (ePHI): has the meaning assigned to such term at 45 CFR § 160.103.

Exchange Purpose(s): means the reason, as authorized by the Common Agreement, including the Exchange Purposes SOP, for a Request, Use, Disclosure, or Response transmitted via QHIN-to-QHIN exchange as one step in the transmission. Authorized Exchange Purposes are: Treatment, Payment, Health Care Operations, Public Health, Government Benefits Determination, Individual Access Services, and any other purpose authorized as an Exchange Purpose by the Exchange Purposes SOP, each to the extent permitted under Applicable Law, under all applicable Required Flow-Down provisions of the Common Agreement, and, if applicable, under the implementation SOP for the applicable Exchange Purpose.

Framework Agreement(s): any one or combination of the Common Agreement, a Participant-QHIN Agreement, a Participant-Subparticipant Agreement, or a Downstream Subparticipant Agreement, as applicable.

Government Benefits Determination: a determination made by any federal, state, local, or tribal agency, instrumentality, or other unit of government as to whether an Individual qualifies for government benefits for any purpose other than health care (for example, Social Security disability benefits) to the extent permitted by Applicable Law. Disclosure of TI for this purpose may require an authorization that complies with Applicable Law.

Government Health Care Entity: any agency, instrumentality, or other unit of the federal, state, local, or tribal government to the extent that it provides health care services (e.g., Treatment) to Individuals but only to the extent that it is not acting as a Covered Entity.

Health Care Operations: has the meaning assigned to such term at 45 CFR § 164.501, except that this term shall apply to the applicable activities of a Health Care Provider regardless of whether the Health Care Provider is a Covered Entity.

Health Care Provider: has the meaning assigned to such term in the information blocking regulations at 45 CFR § 171.102 or in the HIPAA Rules at 45 CFR § 160.103.

Health Information Network (HIN): has the meaning assigned to the term "Health Information Network or Health Information Exchange" in the information blocking regulations at 45 CFR § 171.102.

HIPAA: the Health Insurance Portability and Accountability Act of 1996 codified at 42 U.S.C. § 300gg, 29 U.S.C. § 1181 *et seq*., 42 U.S.C. § 1320d *et seq*., and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 codified at 42 U.S.C. § 17921 et seq., and 42 U.S.C. § 17931 et seq.

HIPAA Rules: the regulations set forth at 45 CFR Parts 160, 162, and 164.

HIPAA Privacy Rule: the regulations set forth at 45 CFR Parts 160 and 164, Subparts A and E.

HIPAA Security Rule: the regulations set forth at 45 CFR Part 160 and Part 164, Subpart C.

Individual: one or more of the following:

(1) An individual as defined by 45 CFR 160.103;

(2) Any other natural person who is the subject of the information being Requested, Used, or Disclosed;

(3) A person who legally acts on behalf of a person described in paragraphs (1) or (2) of this definition in making decisions related to health care as a personal representative, in accordance with 45 CFR 164.502(g);

(4) A person who is a legal representative of and can make health care decisions on behalf of any person described in paragraphs (1) or (2) of this definition; or

(5) An executor, administrator, or other person having authority to act on behalf of a deceased person described in paragraphs (1) or (2) of this section or the individual's estate under Applicable Law.

IAS Provider: Each QHIN, Participant, and Subparticipant that offers Individual Access Services.

Individual Access Services (IAS): with respect to the Exchange Purposes definition, the services provided utilizing the Connectivity Services, to the extent consistent with Applicable Law, to an Individual with whom the QHIN, Participant, or Subparticipant has a Direct Relationship to satisfy that Individual's ability to access, inspect, or obtain a copy of that Individual's Required Information that is then maintained by or for any QHIN, Participant, or Subparticipant.

Individually Identifiable: refers to information that identifies an Individual or with respect to which there is a reasonable basis to believe that the information could be used to identify an Individual.

Minimum Necessary: refers to the provision in the HIPAA Rules that, under certain circumstances, requires a Covered Entity or a Business Associate to make reasonable efforts when Using or Disclosing PHI or when Requesting PHI from another Covered Entity or Business Associate to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or Request. See 45 CFR §164.502(b) and §164.514(d).

Non-HIPAA Entity (NHE): a QHIN, Participant, or Subparticipant that is neither a Covered Entity nor a Business Associate under HIPAA with regard to activities under the applicable Framework Agreement.

Onboarding: the process Signatory, a Participant, or a Subparticipant must undergo to become a QHIN, Participant, or Subparticipant and operational in the production environment under the Framework Agreement to which it is a party. For Signatory, the Onboarding requirements shall be set forth in the Onboarding & Designation SOP addressing the process toward Designation as a QHIN. For a Participant, the Onboarding requirements shall be set forth in the Participant-QHIN Agreement. For a Subparticipant, the Onboarding requirements shall be set forth in the Subparticipant Agreement or the Downstream Subparticipant Agreement, as applicable.

ONC: the U.S. Department of Health and Human Services Office of the National Coordinator for Health Information Technology.

Organized Health Care Arrangement: has the meaning assigned to such term at 45 CFR § 160.103.

Participant: to the extent permitted by applicable SOP(s), a U.S. Entity regardless of whether the entity is a Covered Entity or a Business Associate, that has entered into a Participant-QHIN Agreement whereby the QHIN agrees to transmit and receive information via QHIN-to-QHIN exchange on behalf of the party to the Participant-QHIN Agreement for the Exchange Purposes. The Party entering into these QHIN Flow-Down Terms with MedAllies is a Participant.

Participant-QHIN Agreement: An agreement that incorporates all of the Required Flow-Downs of the Common Agreement and is between a QHIN and one or more Participants; provided, however, that any provisions of said agreement that permit or require activities other than those required or permitted by the Common Agreement shall not be deemed part of the Participant-QHIN Agreement as defined herein. For example, if the agreement provides for transmission of information for reasons other than the Exchange Purposes, the provisions governing such activities shall not be deemed part of the Participant-QHIN Agreement as defined herein.

In the event of any conflict or inconsistency between or among Applicable Law, the Participant-QHIN Agreement, and any other terms and conditions, the following shall be the order of precedence to the extent of such conflict or inconsistency: (i) Applicable Law; (ii) the provisions of the Participant-QHIN Agreement that are Required Flow-Downs under the Common Agreement; (iii) to the extent applicable, the QTF; (iv) to the extent applicable, the SOPs; and (v) any other terms and conditions agreed to by the parties.

Participant-Subparticipant Agreement: An agreement that incorporates all of the Required Flow-Downs of the Common Agreement and is between a Participant and one or more Subparticipants, which enables the Subparticipant(s) to use the services of the Participant as described in Section 9 of the Common Agreement to send and/or receive information for one or more Exchange Purposes; provided, however, that any provisions of said agreement that permit or require activities other than those required or permitted by the Common Agreement shall not be deemed part of the Participant-Subparticipant Agreement as defined herein. For example, if the agreement provides for transmission of information for reasons other than the Exchange Purposes, the provisions governing such activities shall not be deemed part of the Participant-Subparticipant Agreement as defined herein.

In the event of any conflict or inconsistency between or among Applicable Law, the Participant-Subparticipant Agreement, and any other terms and conditions, the following shall be the order of precedence to the extent of such conflict or

inconsistency: (i) Applicable Law; (ii) the provisions of the Participant-Subparticipant Agreement that are Required Flow-Downs under the Common Agreement; (iii) to the extent applicable, the QTF; (iv) to the extent applicable, the SOPs; and (v) any other terms and conditions agreed to by the parties.

Payment: has the meaning assigned to such term at 45 CFR § 164.501.

Privacy and Security Notice: the written privacy and security notice described in Section 6.3 of these QHIN Flow-Down Terms.

Protected Health Information (PHI): has the meaning assigned to such term at 45 CFR § 160.103.

Public Health: with respect to the definition of Exchange Purposes, a Request, Use, Disclosure, or Response permitted under the HIPAA Rules and other Applicable Law for public health activities and purposes involving a Public Health Authority, where such public health activities and purposes are permitted by Applicable Law, including a Use or Disclosure permitted under 45 CFR §164.512(b) and 45 CFR §164.514(e). For the avoidance of doubt, a Public Health Authority may Request, Use, and Disclose TI hereunder for the Exchange Purpose of Public Health to the extent permitted by Applicable Law and the Framework Agreements.

Public Health Authority: has the meaning assigned to such term at 45 CFR §164.501.

QHIN Directory: has the meaning set forth in the QTF.

QHIN Technical Framework (QTF): the document described in Section 5.2 of the Common Agreement and incorporated by reference into the Common Agreement, as may be amended, that may include: (1) technical requirements, functional requirements, and privacy- and security-related requirements for the exchange of TI between QHINs; (2) internal-QHIN functional requirements; (3) technical, privacy, and security flow-down requirements from the QHIN to the Participants and/or Subparticipants (if any) in addition to the privacy and security Required Flow-Downs in the Common Agreement; and (4) operational requirements that enable the exchange of TI between and among QHINs.

Qualified Health Information Network (QHIN): to the extent permitted by applicable SOP(s), a Health Information Network that is a U.S. Entity that has been Designated by the RCE and is a party to the Common Agreement countersigned by the RCE.

RCE Directory: has the meaning set forth in the QTF.

RCE Directory Service: a technical service provided by the RCE that enables QHINs, Participants, and Subparticipants to share directory information associated with other QHINs, Participants, and Subparticipants in order to enable the exchange of TI

under the Framework Agreements. The then-current technical endpoints and other identifying information of QHINs, Participants, and Subparticipants are included and maintained as part of the RCE Directory Service.

Recognized Coordinating Entity (RCE): the entity selected by ONC that enters into the Common Agreement with QHINs in order to impose, at a minimum, the requirements of the Common Agreement, including the SOPs and the QTF, on the QHINs and administer such requirements on an ongoing basis.

Request(s) (including its correlative uses/tenses "Requested" and "Requesting"): the act of asking for information in accordance with the applicable requirements of the Framework Agreements.

Required Flow-Down(s): the rights and obligations set forth within the Common Agreement that each QHIN is required to incorporate in its Participant-QHIN Agreements and that each QHIN is required to obligate its Participants to include in their Subparticipant Agreements and that QHINs must require Participants to obligate Subparticipants to impose on their Downstream Subparticipants, if any, through their Downstream Subparticipant Agreements. **Provisions of the Common Agreement containing such rights and obligations are identified in the section or applicable subsection title as "(Required Flow-Down(s))."**

Required Information:

Electronic information maintained by any QHIN, Participant, or Subparticipant prior to or during the term of the applicable Framework Agreement:

(i) that would be ePHI if maintained by a Covered Entity or a Business Associate; and

(ii) regardless of whether the information is or has already been transmitted via QHIN-to-QHIN exchange.

Notwithstanding the foregoing, the following types of information are not Required Information:

(a) information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding; or

(b) psychotherapy notes (as defined at 45 CFR 164.501).

Response(s) (including its correlative uses/tenses "Responded" and "Responding"): the act of providing information or the information provided in accordance with the applicable requirements of the Framework Agreements.

Standard Operating Procedure(s) or SOP(s): a written procedure or other provision that is adopted pursuant to the Common Agreement and incorporated by reference into the Common Agreement to provide detailed information or requirements related to the exchange activities under the Common Agreement, including all

amendments thereto and any new SOPs that are adopted pursuant to the Common Agreement. SOPs will be adopted to address the application process, the QHIN onboarding process, and other operational processes. Each SOP identifies the relevant group(s) to which the SOP applies, including whether Participants and/or Subparticipants are required to comply with a given SOP. An SOP shall be deemed in effect when adopted pursuant to Section 5.3 of the Common Agreement and listed on a public website.

Subparticipant: to the extent permitted by applicable SOP(s), a U.S. Entity regardless of whether the entity is a Covered Entity or Business Associate, that has entered into either: (i) a Participant-Subparticipant Agreement to use the services of a Participant as described in Section 9 of the Common Agreement to send and/or receive information; or (ii) a Downstream Subparticipant Agreement pursuant to which the services of a Subparticipant are used as described in Section 9 of the Common Agreement to send and/or receive information.

TEFCA Information (TI): any information that is exchanged between QHINs for one or more of the Exchange Purposes pursuant to any of the Framework Agreements. As a matter of general policy, once TI is received by a QHIN, Participant, or

Subparticipant that is a Covered Entity or Business Associate and is incorporated into such recipient's system of records, the information is no longer TI and is governed by the HIPAA Rules and other Applicable Law.

TEFCA Security Incident(s):

(1) An unauthorized acquisition, access, Disclosure, or Use of unencrypted TI in transit using the Connectivity Services or pursuant to any Framework Agreement between a QHIN and its Participants, between Participant's and its Subparticipants, or between Subparticipants, but NOT including the following:

(i) Any unintentional acquisition, access, or Use of TI by a workforce member or person acting under the authority of a QHIN, Participant, or Subparticipant, if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under Applicable Law and the applicable Framework Agreement.

(ii) Any inadvertent Disclosure by a person who is authorized to access TI at a QHIN, Participant, or Subparticipant to another person authorized to access TI at the same QHIN, Participant, or Subparticipant, or Organized Health Care Arrangement in which a QHIN, Participant, or Subparticipant participates or serves as a Business Associate, and the information received as a result of such Disclosure is not further Used or Disclosed in a manner not

permitted under Applicable Law and the applicable Framework Agreement.

(iii) A Disclosure of TI where a QHIN, Participant, or Subparticipant has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

(iv) A Disclosure of TI that has been de-identified in accordance with the standard at 45 CFR § 164.514(a).

(2) Other security events (e.g., ransomware attacks), as set forth in an SOP, that prevent the affected QHIN, Participant, or Subparticipant from responding to requests for information as required under the applicable Framework Agreement or otherwise adversely affect their participation in exchange via the Connectivity Services.

Treatment: has the meaning assigned to such term at 45 CFR § 164.501.

United States: the 50 States, the District of Columbia, and the territories and possessions of the United States including, without limitation, all military bases or other military installations, embassies, and consulates operated by the United States government.

Unsecured: has the meaning assigned to such term at 45 CFR § 164.402 regarding PHI as if it applied to TI that is Individually Identifiable.

U.S. Entity/Entities: any corporation, limited liability company, partnership, or other legal entity that meets all of the following requirements:

(1) The entity is organized under the laws of a state or commonwealth of the United States or the federal law of the United States and is subject to the jurisdiction of the United States and the state or commonwealth under which it was formed;

(2) The entity's principal place of business, as determined under federal common law, is in the United States; and

(3) None of the entity's directors, officers, or executives, and none of the owners with a five percent (5%) or greater interest in the entity, are listed on the Specially Designated Nationals and Blocked Persons List published by the United States Department of the Treasury's Office of Foreign Asset Control or on the Department of Health and Human Services, Office of Inspector General's List of Excluded Individuals/Entities.

Upstream Subparticipant: a Subparticipant that provides services to a Downstream Subparticipant pursuant to a Downstream Subparticipant Agreement to send and/or receive information as described in Section 9 of the Common Agreement.

Use(s) (including correlative uses/tenses, such as "Uses," "Used," and "Using"): with respect to TI, means the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

2. Cooperation and Non-Discrimination

2.1 Cooperation **(Required Flow-Down)**. Participant understands and acknowledges that numerous activities with respect to the Framework Agreements will likely involve MedAllies (as the QHIN), the RCE, other QHINs and their respective Participants and Subparticipants, as well as employees, agents, third-party contractors, vendors, or consultants of each of them. To the extent not in violation of Applicable Law, Participant shall, and shall also require that its Subparticipants incorporate the following obligations into all Framework Agreements to which they are a party, if any:

(i) Respond in a timely manner, as may be further provided in an SOP, to inquiries from MedAllies about possible issues related to the exchange of information under the Framework Agreements;

(ii) Participate collaboratively in discussions coordinated by MedAllies to address differing interpretations of requirements in the Framework Agreements, the QTF, or any SOP prior to pursuing or, in the case of a Participant, requesting MedAllies initiate the TEFCA Dispute Resolution Process as set forth in Section 15.1 of the Common Agreement;

(iii) Make reasonable efforts to notify MedAllies when persistent and widespread connectivity failures are occurring with Participant or its Subparticipants, so that all those affected can investigate the problems and identify the root cause(s) of the connectivity failures;

(iv) Work cooperatively, including, without limitation, participating in contact facilitated by MedAllies with other QHINs or their Participants or their Subparticipants and facilitate contact with Participant's Subparticipants, to address the root cause(s) of persistent and widespread connectivity failures;

(v) Provide information, or require Participant's Subparticipants to provide information, to MedAllies in support of collaborative efforts to resolve issues or disputes, provided that such information is subject to Participant's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any reasonably foreseeable litigation or protecting Confidential Information;

(vi) Provide information to aid the efforts of MedAllies or of other QHINs or their respective Participants or Subparticipants to understand, contain, and mitigate a TEFCA Security Incident at the request of MedAllies, provided that such information is subject to Participant's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any reasonably foreseeable litigation or protecting Confidential Information; and

(vii) Subject to Participant's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any reasonably foreseeable litigation or protecting Confidential Information, disclose to MedAllies information that Participant or Participant's Subparticipants may have that relates to the following:

(a) cybersecurity risk information sharing programs; or

(b) specific, identified security flaws in the operation of the Participant or its Subparticipant(s) that may require the Participant or its Subparticipant(s) to take specific steps to protect the security of their information technology systems and would not otherwise fall into subsection (a).

In no case shall Participant be required to disclose TI or other information in violation of Applicable Law. In seeking cooperation, MedAllies and Participant shall make all reasonable efforts to accommodate the other's schedules and reasonable operational concerns. The costs of cooperation to Participant shall not be charged to the RCE or other QHINs. Nothing in this Section 2.1 shall modify or replace the TEFCA Security Incident notification obligations under Section 8.3 and, if applicable, Section 6.5.3 of these QHIN Flow-Down Terms.

2.2 Non-Discrimination.

2.2.1 Prohibition Against Exclusivity **(Required Flow-Down)**. Neither MedAllies nor Participant shall prohibit or attempt to prohibit any of Participant's Subparticipant from joining, exchanging with, conducting other transactions with, or supporting any other networks or exchange frameworks, using services *other than* the Connectivity Services, concurrently with the QHIN's, Participant's, or Subparticipant's participation in exchange activities conducted under the Framework Agreements.

2.2.2 No Discriminatory Limits on Exchange of TI **(Required Flow-Down)**. Neither MedAllies nor Participant shall impede the exchange of information as permitted or required under the applicable Framework Agreements or limit interoperability with any Participant, Subparticipant, or Individual in a discriminatory manner. As used in this Section 2.2.2, a "discriminatory

manner" means action that is inconsistently taken or not taken with respect to any similarly situated Participant, Subparticipant, Individual, or group of them, whether it is a competitor, or whether it is affiliated with or has a contractual relationship with any other entity, or in response to an event. Notwithstanding the foregoing, limitations, load balancing of network traffic, or other activities, protocols, or rules shall not be deemed discriminatory to the extent that they: (i) satisfy the requirements of the exception set forth in 45 CFR 171.205; and/or (ii) are based on a reasonable and good-faith belief that the other entity or group has not satisfied or will not be able to satisfy the applicable terms hereof (including compliance with Applicable Law) in any material respect, including, if applicable, any Required Flow-Down(s).

2.3 Subparticipant Agreements **(Required Flow-Down)**. Participant shall enter into a Participant-Subparticipant Agreement with each Subparticipant, and shall require Subparticipants to enter a Downstream Subparticipant Agreement with each Downstream Subparticipant.

3. Confidentiality and Accountability

3.1 Confidential Information **(Required Flow-Down)**. MedAllies and Participant each agree to use all Confidential Information received pursuant to these QHIN Flow-Down Terms only as authorized in these QHIN Flow-Down Terms and any applicable SOP(s) and solely for the purposes of performing its obligations under these QHIN Flow-Down Terms or the proper exchange of information under the Framework Agreements and for no other purpose. Each Party may act as a Discloser and a Recipient, accordingly. A Recipient will disclose the Confidential Information it receives only to its employees, subcontractors, and agents who require such knowledge and use in the ordinary course and scope of their employment or retention and are obligated to protect the confidentiality of the Discloser's Confidential Information in a manner substantially equivalent to the terms required herein for the treatment of Confidential Information. Otherwise, a Recipient agrees not to disclose the Confidential Information received to anyone except as permitted under these QHIN Flow-Down Terms.

4. RCE Directory

4.1 Utilization of the RCE Directory **(Required Flow-Down)**. The RCE Directory Service shall be used by QHINs, their Participants, and their Subparticipants to create and maintain operational connectivity under the Common Agreement and related Framework Agreements. MedAllies is providing Participant with access to, and the right to use, the RCE Directory as contained within its QHIN Directory on the express condition that Participant only use and disclose RCE Directory information as necessary to advance the intended use of the RCE Directory Service or as required by Applicable Law. For example, Participant is permitted to disclose RCE Directory information to the workforce members of its Subparticipant's health information

technology vendor who are engaged in assisting the Subparticipant with establishing and maintaining connectivity via the Framework Agreements. Further, Participant shall not use RCE Directory information for marketing or any form of promotion of its own products and services, unless such use or disclosure is primarily part of an effort by Participant to expand, or otherwise improve, connectivity via the Framework Agreements, and any promotion of Participant's own products or services is only incidental to that primary purpose. In no event shall Participant use or disclose the RCE Directory information in a manner that should be reasonably expected to have a detrimental effect on ONC, the RCE, MedAllies, other QHINs and/or their Participants or Subparticipants, or any other individual or organization. For the avoidance of doubt, RCE Directory information is Confidential Information except to the extent such information meets one of the exceptions to the definition of Confidential Information.

5. TEFCA Exchange Activities.

In addition to the requirements below, Participant and Participant's Subparticipants may only Request information under the applicable Framework Agreement for a specific Exchange Purpose if Participant or Participant's Subparticipant is the type of person or entity that is described in the definition of the applicable Exchange Purpose. Such a Participant or Participant's Subparticipant may use a Business Associate, agent, or contractor to make such a Request, Use, or Disclosure for the applicable Exchange Purpose. For example, only a Health Care Provider as described in the definition of Treatment (or a Business Associate, agent, or contractor acting on that Health Care Provider's behalf) may Request information for the Exchange Purpose of Treatment.

These QHIN Flow-Down Terms specify, among other things, the reasons for which information may be Requested and transmitted from one QHIN to another QHIN. Participants and Subparticipants should understand that, despite their participation under a Framework Agreement, MedAllies is prohibited from engaging in QHIN-to-QHIN exchange for any purpose other than an Exchange Purpose under the Common Agreement. The RCE recognizes that MedAllies may participate in other health information exchange networks and Participant and Participant's Subparticipants also likely participate in other networks, as well as non-network information exchange.

5.1 Uses **(Required Flow-Down)**. Participant may Use TI in any manner that: (1) is not prohibited by Applicable Law; (2) is consistent with Participant's Privacy and Security Notice, if applicable; and (3) is in accordance with Sections 7 and 8 of these QHIN Flow-Down Terms.

For Information Only: The Common Agreement, including the Required Flow-Downs contained in these QHIN Flow-Down Terms, does not affect these other activities or the reasons for which Participants and Subparticipants may request and exchange information within their networks and/or subject to other agreements. Such activities are not in any way limited by the Framework Agreements.

5.2 Disclosures **(Required Flow-Down)**. Participant may Disclose TI provided such Disclosure: (1) is not prohibited by Applicable Law; (2) is consistent with Participant's Privacy and Security Notice, if applicable; and (3) is in accordance with Sections 7 and 8 of these QHIN Flow-Down Terms.

5.3 Responses **(Required Flow-Down)**. Participant must support all Exchange Purposes and must Respond to all Exchange Purposes that are identified as "required" in the Exchange Purposes SOP. Participant must provide all Required Information that is relevant for a required Exchange Purpose, as may be further specified in an implementation SOP for the applicable Exchange Purpose, in Response to a Request transmitted via QHIN-to-QHIN exchange, unless providing the Required Information is prohibited by Applicable Law or these QHIN Flow-Down Terms or if not providing the Required Information is consistent with all Applicable Law and these QHIN Flow-Down Terms.

5.3.1 Exceptions to Required Responses. Notwithstanding the foregoing, Participant is **permitted but not required** to Respond to a Request transmitted via QHIN-to-QHIN exchange in the circumstances set forth in 5.3.1(i)-(vi) below, provided the Response: (1) is not prohibited by Applicable Law; (2) is consistent with Participant's Privacy and Security Notice, if applicable; and (3) is in accordance with these QHIN Flow-Down Terms.

(i) If Participant is a Public Health Authority;

(ii) If Participant utilizes the Government Benefits Determination Exchange Purpose, including such an agency's agent(s)/contractor(s)

(iii) If the reason asserted for the Request is Individual Access Services and the information would not be required to be provided to an Individual pursuant to 45 CFR § 164.524(a)(2), regardless of whether Participant is a NHE, a Covered Entity, or a Business Associate;

(iv) If the Requested information is not Required Information, provided such response would not otherwise violate the terms of these QHIN Flow-Down Terms;

(v) If Participant is a federal agency, to the extent that the Requested Disclosure of Required Information is not permitted under Applicable Law (e.g., it is Controlled Unclassified Information as defined at 32 CFR Part 2002, and the party requesting it does not comply with the applicable policies and controls that the federal agency adopted to satisfy its requirements); or

(vi) If the Exchange Purpose is authorized but not required at the time of the Request, either under these QHIN Flow-Down Terms or the Exchange Purposes SOP.

5.4 Special Legal Requirements **(Required Flow-Down)**. If and to the extent Applicable Law requires that an Individual either consent to, approve, or provide an authorization for the Use or Disclosure of that Individual's information to Participant, such as a more stringent state law relating to sensitive health information, then Participant shall refrain from the Use or Disclosure of such information in connection with these QHIN Flow-Down Terms unless such Individual's consent, approval, or authorization has been obtained consistent with the requirements of Applicable Law and Section 7 of these QHIN Flow-Down Terms, including, without limitation, communicated pursuant to the process described in the QTF. Copies of such consent, approval, or authorization shall be maintained and transmitted pursuant to the process described in the QTF by whichever party is required to obtain it under Applicable Law, and Participant may make such copies of the consent, approval, or authorization available electronically to any QHIN, Participant, or Subparticipant in accordance with the QTF and to the extent permitted by Applicable Law. Participant shall maintain written policies and procedures to allow an Individual to revoke such consent, approval, or authorization on a prospective basis. If Participant is an IAS Provider, the foregoing shall not be interpreted to modify, replace, or diminish the requirements set forth in Section 6 of these QHIN Flow-Down Terms for obtaining an Individual's express written consent.

6. Individual Access Services (Required Flow-Downs)

Nothing in the Privacy and Security Notice or in the Individual's written consent collected by Participant who is an IAS Provider pursuant to Section 6.2 and Section 6.3 may contradict or be inconsistent with any applicable provision of Sections 6 or 7.

6.1 Individual Access Services (IAS) Offering(s) **(Required Flow-Down)**. Participant may elect to offer Individual Access Services to any Individual in accordance with the requirements of this section and in accordance with all other provisions of these QHIN Flow-Down Terms. Nothing in this Section 6 shall modify, terminate, or in any way affect an Individual's right of access under the HIPAA Privacy Rule at 45 CFR 164.524 with respect to MedAllies, Participant, or Participant's Subparticipant that is a Covered Entity or a Business Associate. Nothing in this Section 6 of these QHIN Flow-Down Terms shall be construed as an exception or excuse for any conduct by Participant that meets the definition of information blocking in 45 CFR 171.103.

6.2 Individual Consent **(Required Flow-Down)**. The Individual requesting Individual Access Services shall be responsible for completing Participant's own supplied form for obtaining Individual express consent in connection with the Individual Access Services, as set forth below. Participant may implement secure electronic means (e.g., secure e-mail, secure web portal) by which an Individual may submit such written consent.

6.3 Written Privacy and Security Notice and Individual Consent **(Required Flow-Down)**.

6.3.1 If Participant offers Individual Access Services, it must develop and make publicly available a written privacy and security notice (the "Privacy and Security Notice"). The Privacy and Security Notice must:

(i) Be publicly accessible and kept current at all times, including updated versions;

(ii) Be shared with an Individual prior to the Individual's use/receipt of services from Participant;

(iii) Be written in plain language and in a manner calculated to inform the Individual of such privacy practices;

(iv) Include a statement regarding whether and how the Individual's TI may be accessed, exchanged, Used, and/or Disclosed by Participant or by other persons or entities to whom/which Participant Discloses or provides access to the information, including whether the Individual's TI may be sold at any time (including the future);

(v) Include a statement that Participant is required to act in conformance with the Privacy and Security Notice and must protect the security of the information it holds in accordance with Section 6 of these QHIN Flow-Down Terms;

(vi) Include information regarding whom the Individual may contact within Participant for further information regarding the Privacy and Security Notice and/or with privacy-related complaints;

(vii) Include a requirement by Participant to obtain express written consent to the terms of the Privacy and Security Notice from the Individual prior to the access, exchange, Use, or Disclosure (including sale) of the Individual's TI, other than Disclosures that are required by Applicable Law;

(viii) Include information on how the Individual may revoke consent;

(ix) Include an explanation of the Individual's rights, including, at a minimum, the rights set forth in Section 6.4, below;

(x) Include a disclosure of any applicable fees or costs related to IAS including the exercise of rights under Section 6.4 of these QHIN Flow-Down Terms; and

(xi) Include an effective date.

The implementation of such Privacy and Security Notice requirements shall be set forth in the IAS SOP. If Participant is a Covered Entity, then a Notice of Privacy Practices that meets the requirements of 45 CFR § 164.520 and meets the requirement of 6.3.1(iv) above can satisfy the Privacy and Security Notice requirements. Nothing in this Section 6.3 reduces a Covered Entity's obligations under the HIPAA Rules.

6.3.2 If Participant is an IAS Provider, it must collect the Individual's written consent as required under Section 6.3.1(vii) of these QHIN Flow-Down Terms at the outset of the Individual's first use of the Individual Access Services and with any material change in the applicable Privacy and Security Notice.

6.4 Individual Rights **(Required Flow-Down)**. Individuals have, and must be clearly informed of, the following rights:

(i) The right to require that **all** of their Individually Identifiable information maintained by Participant as an IAS Provider be deleted unless such deletion is prohibited by Applicable Law; provided, however, that the foregoing shall not apply to Individually Identifiable information contained in audit logs.

(ii) The right to an export of their Individually Identifiable information in a computable format, including the means to interpret such information.

The rights described in this Section 6.4 shall control over any inconsistent provisions in Section 7.

6.5 Additional Security Requirements for IAS Providers **(Required Flow-Down)**. In addition to meeting the applicable security requirements set forth in Section 12, if Participant is an IAS Provider, it must further satisfy the requirements of this subsection.

6.5.1 Scope of Security Requirements. If Participant is an IAS Provider, it must comply with the applicable security requirements set forth in these QHIN Flow-Down Terms and applicable security SOPs for all Individually Identifiable information they hold, regardless of whether such information is TI.

6.5.2 Encryption. If Participant is an IAS Provider, it is required to encrypt all Individually Identifiable information held by Participant, both in transit and at rest, regardless of whether such data are TI.

6.5.3 TEFCA Security Incident Notice to Affected Individuals. Each Participant that is an IAS Provider must notify each Individual whose TI has been or is reasonably believed to have been affected by a TEFCA Security Incident involving the IAS Provider. Such notification must be made without

unreasonable delay and in no case later than sixty (60) days following Discovery of the TEFCA Security Incident. The notification required under this section must be written in plain language and shall include, to the extent possible:

(i) A brief description of what happened, including the date of the TEFCA Security Incident and the date of its Discovery, if known;

(ii) A description of the type(s) of Unsecured TI involved in the TEFCA Security Incident (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);

(iii) Any steps Individuals should take to protect themselves from potential harm resulting from the TEFCA Security Incident;

(iv) A brief description of what the Participant involved is doing to investigate the TEFCA Security Incident, to mitigate harm to Individuals, and to protect against any further TEFCA Security Incidents; and

(v) Contact procedures for Individuals to ask questions or learn additional information related to the TEFCA Security Incident, which shall include a telephone number (toll-free), e-mail address, and website with contact information and/or a contact form for the IAS Provider.

To the extent Participant is already required by Applicable Law to notify an Individual of an incident that would also be a TEFCA Security Incident, this section does not require duplicative notification to that Individual.

6.6 Survival for IAS Providers **(Required Flow-Down)**. The following minimum provisions and their respective minimum time periods shall continue to apply to Participant to the extent that it is an IAS Provider and survive expiration or termination of the applicable Framework Agreement under which Individual Access Services were provided for the time periods and to the extent described below.

6.6.1 The following Section 6 provisions shall survive the expiration or termination of the applicable Framework Agreement until expiration of the time period specified in the definition of PHI at 45 CFR § 160.103 under Subsection 2(iv) of such definition, i.e., fifty (50) years after the death of the Individual for whom Individual Access Services were provided, even if the information to which the provisions apply is not ePHI:

(i) The terms of the consent under Section 6.2, Individual Consent, and the terms of the Privacy and Security Notice under Section 6.3.1, which sets forth requirements that apply to the Privacy and Security Notice;

(ii) Section 6.3.2, which requires Participant to collect the Individual's written consent with respect to any material change in the applicable Privacy and Security Notice;

(iii) Section 6.4, Individual Rights; and

(iv) Section 6.5, Additional Security Requirements for IAS Providers.

6.6.2 Section 6.5.3, TEFCA Security Incident Notice to Affected Individuals, shall survive for a period of six (6) years following the expiration or termination of the applicable Framework Agreement.

6.7 Provisions that Apply to Subcontractors and Agents of IAS Providers **(Required Flow-Down)**. To the extent that Participant is an IAS Provider and uses subcontractors or agents with respect to the provision of such Individual Access Services, it shall include in a written agreement with each such subcontractor or agent a requirement to comply with the following:

(i) To act in accordance with each of the applicable consents required of Participant under Section 6.2;

(ii) To act in accordance with each of Participant's applicable Written Privacy and Security Notices pursuant to Section 6.3;

(iii) To act in accordance with Section 6.4 when directed to do so by Participant;

(iv) With respect to the information for which the subcontractor or agent provides services to Participant in its role as an IAS Provider, the agent or subcontractor shall implement the applicable security requirements set forth in Sections 8.1 and 8.2 of these QHIN Flow-Down Terms and the applicable security SOPs for all such Individually Identifiable information, regardless of whether such information is TI, to the same extent as they apply to Participant.

(v) To encrypt all Individually Identifiable information both in transit and at rest, regardless of whether such data are TI pursuant to Section 6.5.2; and

(vi) To notify Participant that is an IAS Provider for which it provides services with respect to each Individual whose TI has been or is reasonably

believed to have been affected by a TEFCA Security Incident involving the subcontractor or agent in the manner and within the timeframe specified pursuant to Section 6.5.3.

Each agreement between Participant and a subcontractor or agent with respect to the provision of Individual Access Services shall also provide that subsections (i) through (v) above shall continue in effect after termination or expiration of such agreement at least until expiration of the time period specified in the definition of PHI at 45 CFR § 160.103 under subsection 2(iv) of such definition, i.e., fifty (50) years after the death of the Individual to whom the information relates. Each such agreement shall also provide that subsection (vi) above shall survive for at least six (6) years following the termination or expiration of such agreement.

7. Privacy

7.1 Compliance with the HIPAA Privacy Rule **(Required Flow-Down)**. If Participant or Subparticipant is a NHE (but not to the extent that it is acting as an entity entitled to make a Government Benefits Determination under Applicable Law, a Public Health Authority, or a Government Health Care Entity), then it shall comply with the provisions of the HIPAA Privacy Rule listed below with respect to all Individually Identifiable information that Participant or Subparticipant reasonably believes is TI as if such information is Protected Health Information and Participant is a Covered Entity. Such compliance shall be consistent with Section 9 and enforced as part of its obligations pursuant to these QHIN Flow-Down Terms.

7.1.1 From 45 CFR § 164.502, General Rules **(Required Flow-Down)**:

- Subsection (a)(1) – Dealing with permitted Uses and Disclosures, **but only to the extent Participant or Subparticipant is authorized to engage in the activities described in this subsection of the HIPAA Privacy Rule for the applicable Exchange Purpose.**
- Subsection (a)(2)(i) – Requiring Disclosures to Individuals
- Subsection (a)(3) – Business Associates
- Subsection (a)(5) – Dealing with prohibited Uses and Disclosures
- Subsection (b) – Dealing with the Minimum Necessary standard
- Subsection (c) – Dealing with agreed-upon restrictions
- Subsection (d) – Dealing with deidentification and re-identification of information
- Subsection (e) – Dealing with Business Associate contracts
- Subsection (f) – Dealing with deceased persons' information
- Subsection (g) – Dealing with personal representatives

- Subsection (h) – Dealing with confidential communications
- Subsection (i) – Dealing with Uses and Disclosures consistent with notice
- Subsection (j) – Dealing with Disclosures by whistleblowers

7.1.2 45 CFR § 164.504, Organizational Requirements **(Required Flow-Down)**.

7.1.3 45 CFR § 164.508, Authorization Required **(Required Flow-Down)**. Notwithstanding the foregoing, the provisions of Sections 6.2 and 6.3 shall control and this Section 7.1.3 shall not apply with respect to an IAS Provider that is a NHE.

7.1.4 45 CFR § 164.510, Uses and Disclosures Requiring Opportunity to Agree or Object **(Required Flow-Down)**. Notwithstanding the foregoing, an IAS Provider that is a NHE but is not a Health Care Provider shall not have the right to make the permissive Disclosures described in § 164.510(3) - Emergency circumstances; provided, however, that an IAS Provider is not prohibited from making such a Disclosure if the Individual has consented to the Disclosure pursuant to Section 6 of these QHIN Flow-Down Terms.

7.1.5 45 CFR § 164.512, Authorization or Opportunity to Object Not Required **(Required Flow-Down)**. Notwithstanding the foregoing, an IAS Provider that is a NHE but is not a Health Care Provider shall not have the right to make the permissive Disclosures described in § 164.512(c) - Standard: Disclosures about victims of abuse, neglect or domestic violence, § 164.512 Subsection (d) - Standard: Uses and disclosures for health oversight activities, and § 164.512 Subsection (j) - Standard: Uses and disclosures to avert a serious threat to health or safety; provided, however, that an IAS Provider is not prohibited from making such a Disclosure(s) if the Individual has consented to the Disclosure(s) pursuant to Section 6 of these QHIN Flow-Down Terms.

7.1.6 From 45 CFR § 164.514, Other Requirements Relating to Uses and Disclosures **(Required Flow-Down)**:

- Subsections (a)-(c) – Dealing with de-identification requirements that render information **not** Individually Identifiable for purposes of this Section 6 and TEFCA Security Incidents
- Subsection (d) – Dealing with Minimum Necessary requirements
- Subsection (e) – Dealing with Limited Data Sets

7.1.7 45 CFR § 164.522, Rights to Request Privacy Protections **(Required Flow-Down)**.

7.1.8 45 CFR § 164.524, Access of Individuals **(Required Flow-Down),** except that an IAS Provider that is a NHE shall be subject to the requirements of Section 6

with respect to access by Individuals for purposes of Individual Access Services and not this Section 7.1.8.

7.1.9 45 CFR § 164.528, Accounting of Disclosures **(Required Flow-Down)**.

7.1.10 From 45 CFR § 164.530, Administrative Requirements **(Required Flow-Down)**:

- Subsection (a) – Dealing with personnel designations
- Subsection (b) – Dealing with training
- Subsection (c) – Dealing with safeguards
- Subsection (d) – Dealing with complaints
- Subsection (e) – Dealing with sanctions
- Subsection (f) – Dealing with mitigation
- Subsection (g) – Dealing with refraining from intimidating or retaliatory acts
- Subsection (h) – Dealing with waiver of rights
- Subsection (i) – Dealing with policies and procedures
- Subsection (j) – Dealing with documentation

7.2 Written Privacy Policy **(Required Flow-Down)**. Participant must develop, implement, make publicly available, and act in accordance with a written privacy policy describing its privacy practices with respect to Individually Identifiable information that is Used or Disclosed pursuant to these QHIN Flow-Down Terms. Participant can satisfy the written privacy policy requirement by including applicable content consistent with the HIPAA Rules into its existing privacy policy, except as otherwise stated herein with respect to IAS Providers. This written privacy policy requirement does not supplant the HIPAA Privacy Rule obligations of a QHIN, Participant, or a Subparticipant that is a Covered Entity to post and distribute a Notice of Privacy Practices that meets the requirements of 45 CFR § 164.520. If Participant is a Covered Entity, then this written privacy practices requirement can be satisfied by its Notice of Privacy Practices. If Participant is an IAS Provider, then the written privacy practices requirement must be in the form of a Privacy and Security Notice that meets the requirements of Section 6.3 of these QHIN Flow-Down Terms.

8. Security

8.1 Security Controls **(Required Flow-Down)**. Participant shall implement and maintain appropriate security controls for TI that are commensurate with risks to the confidentiality, integrity, and/or availability of the TI. If Participant is a NHE, it shall comply with the HIPAA Security Rule provisions with respect to all Individually Identifiable information that Participant reasonably believes is TI as if such information were Protected Health Information and Participant were a Covered

Entity or Business Associate. Participant shall comply with any additional security requirements that may be set forth in an SOP applicable to Participants.

8.2 TI Outside the United States **(Required Flow-Down)**. Participant shall not Use TI outside the United States or Disclose TI to any person or entity outside the United States except to the extent such Use or Disclosure is permitted or required by Applicable Law and except to the extent the Use or Disclosure is conducted in conformance with the HIPAA Security Rule, regardless of whether Participant is a Covered Entity or Business Associate. Participant shall evaluate the risks of any extraterritorial Uses and/or Disclosures of TI, if applicable, as part of an annual security assessment and prior to any new or substantially different type of non-U.S. Use(s) or Disclosure(s). Such security assessment shall include a risk assessment to evaluate whether the Uses or Disclosures of Individually Identifiable information that is reasonably believed to be TI by or to persons or entities outside the United States satisfies the requirements of the HIPAA Security Rule. The foregoing does not modify or eliminate any provision of Applicable Law that does not permit Participant to Disclose Individually Identifiable information to a person or entity outside the United States or that imposes conditions or limitations on such Disclosure.

8.3 TEFCA Security Incident Notification.

8.3.1 Reporting to MedAllies. As soon as reasonably practicable, but not more than five (5) calendar days after determining that any TEFCA Security Incident may have occurred, Participant shall provide notification to MedAllies of the suspected TEFCA Security Incident. Such notification must include sufficient information for MedAllies and others affected to understand the nature and likely scope of the TEFCA Security Incident. Participant shall supplement the information contained in the notification as it becomes available and cooperate with MedAllies and, at the direction of MedAllies, with the RCE, and with other QHINs, Participants, and Subparticipants that are likely impacted by the TEFCA Security Incident.

8.3.2 Reporting to Subparticipants. Participant shall report any TEFCA Security Incident experienced by or reported to the Participant to all of Participant's Subparticipants. Such notification shall be in accordance with the timing and content requirements stated in Section 8.3.

8.3.3 Vertical Reporting of TEFCA Security Incident(s). Participant shall require that each Subparticipant with which it has entered into a Participant-Subparticipant Agreement:

(i) Report any TEFCA Security Incident experienced by or reported to the Subparticipant to Participant and to the Subparticipant's Downstream Subparticipants, in accordance with the timing and content requirements stated in Section 8.3;

(ii) Require that each Subparticipant with which Participant enters into a Participant-Subparticipant Agreement require that its Downstream Subparticipants report any TEFCA Security Incident experienced by or reported to the Downstream Subparticipant to the Upstream Subparticipant and to its own Downstream Subparticipants, in accordance with the timing and content requirements stated in Section 8.3.

9. General Obligations

9.1 Compliance with Applicable Law and the Framework Agreements **(Required Flow-Down)**. Participant and its Subparticipants shall comply with all Applicable Law and shall implement and act in accordance with any provision required by these QHIN Flow-Down Terms and the Agreement, including all applicable SOPs and provisions of the QTF, which are hereby expressly incorporated into these QHIN Flow-Down Terms. While not every SOP or requirement in the QTF will be applicable to every Participant or Subparticipant, it is the responsibility of each Participant to determine, in consultation with MedAllies, which of the SOPs and QTF provisions are applicable to them. Participant shall be responsible for taking reasonable steps to confirm that all of its Subparticipants are abiding by the terms of these QHIN Flow-Down Terms that are applicable to Subparticipants, specifically including all applicable SOPs and QTF provisions. In the event that Participant becomes aware of a material non-compliance by one of its Subparticipants, then Participant shall promptly notify the Subparticipant in writing. Such notice shall inform the Subparticipant that its failure to correct any such deficiencies within the timeframe established by Participant shall constitute a material breach of the Participant-Subparticipant Agreement, which may result in early termination of said agreement.

9.3 Rights to Suspend **(Required Flow-Down)**.

9.3.1 Suspension Rights Granted to RCE. Participant acknowledges and agrees that the RCE has the authority to suspend any QHIN, Participant, Subparticipant or Downstream Subparticipant's right to engage in any QHIN-to-QHIN exchange activities if: (a) there is an alleged violation of the respective Framework Agreement or of Applicable Law by the respective party/parties; (b) there is a cognizable threat to the security of the information that the RCE reasonably believes is TI transmitted pursuant to such Framework Agreement or to the infrastructure of the respective party; or (c) such suspension is in the interests of national security as directed by an agency of the United States government.

9.3.2 Suspension Rights Granted to MedAllies. Participant acknowledges and agrees that MedAllies has the same authority as the RCE to suspend Participant, its Subparticipants and their Downstream Subparticipant's right to engage in any activities under the respective Framework Agreement if any

of the circumstances described in Subsections 9.2.1 (a)-(c) above occur with respect to Participant, Subparticipant and/or any Downstream Subparticipant of MedAllies.

(i) MedAllies *may* exercise such right to suspend based on its own determination that any of the circumstances described in Subsections 9.2.1 (a)-(c) above occurred with respect to Participant, Subparticipant and/or any Downstream Subparticipant of MedAllies.

(ii) MedAllies *must* exercise such right to suspend if directed to do so by the RCE based on the RCE's determination that suspension is warranted based on any of the circumstances described in Subsections 9.2.1 (a)-(c) above with respect to Participant, Subparticipant and/or any Downstream Subparticipant of MedAllies.

9.3.3 Suspension Rights Granted to Participant. In each of its Participant-Subparticipant Agreements, Participant shall ensure that each Subparticipant agrees and acknowledges that in addition to the suspension authority of the RCE in Section 9.2.1 and the MedAllies in Section 9.2.2, Participant also has the authority to suspend its Subparticipant or Downstream Subparticipant's right to engage in any activities under the respective Framework Agreement if any of the circumstances described in Subsections 9.2.1 (a)-(c) above occur with respect to such Subparticipant or Downstream Subparticipant.

(i) Participant *may* exercise such right to suspend based on its own determination that any of the circumstances described in Subsections 9.2.1 (a)-(c) above occurred with respect to Subparticipant and/or any Downstream Subparticipant of Participant.

(ii) Participant ***must*** exercise such right to suspend if directed to do so by the MedAllies. If the suspension is at the direction of MedAllies, Participant is required to effectuate such suspension as soon as practicable and not longer than within twenty-four (24) hours of MedAllies having directed the suspension, unless MedAllies permits a longer period of time in which to effectuate the suspension.

9.3.4 Suspension Rights Granted to Subparticipant. To the extent that a Subparticipant has Downstream Subparticipant, Subparticipant shall reserve the same rights of suspension with respect to such Downstream Subparticipants that Participant has with respect to such Subparticipant pursuant to Section 9.2.3.

10. Survival for Participants and Subparticipants.

10.1 Survival for Participants and Subparticipants. The following sections of these QHIN Flow-Down Terms shall survive expiration or termination of the Agreement as more specifically provided below. Further, Participant shall include at least the following survival provisions in all of its Participant-Subparticipant Agreements as Required Flow-Downs so that such provisions will also be included as minimum survival provisions and minimum survival time periods in all Downstream Subparticipant Agreements:

(i) Section 3, Confidential Information, shall survive for a period of six (6) years following the expiration or termination of the applicable Framework Agreement.

(ii) Section 6.6, Survival for IAS Providers, to the extent that Participant or its Subparticipant is an IAS Provider, shall survive following the expiration or termination of the applicable Framework Agreement for the respective time periods set forth in Section 6.6.

(iii) Section 7, Privacy, to the extent that Participant or its Subparticipant is subject to Section 7, said Section shall survive the expiration or termination of the applicable Framework Agreement until the expiration of the time period specified in the definition of PHI at 45 CFR § 160.103 under Subsection 2(iv) of such definition, i.e., fifty (50) years after the death of the Individual to whom the information covered by Section 7 relates.

(iv) Section 8.1, Security Controls, to the extent that Participant or its Subparticipant is subject to Section 8.1, said Section shall survive the expiration or termination of the applicable Framework Agreement until the expiration of the time period specified in the definition of PHI at 45 CFR § 160.103 under Subsection 2(iv) of such definition, i.e., fifty (50) years after the death of the Individual to whom the information covered by Section 8.1 relates.

(v) The requirements of Section 8.3.1, Vertical Reporting of TEFCA Security Incident(s), shall survive for a period of six (6) years following the expiration or termination of the applicable Framework Agreement.