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A Model Contract for Health Information Exchange

A Model Contract for Health Information Exchange

Connecting for Health



A Model Contract for Health Information Exchange*

Introduction.

Background.

Use of Model.

Overview of Structure

Common Framework Policies and Procedures.

SNO Terms and Conditions.

Registration and Registration Agreements.

SNO Organization and Operations.

* Connecting for Health

Defined Terms.

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1. Introduction.

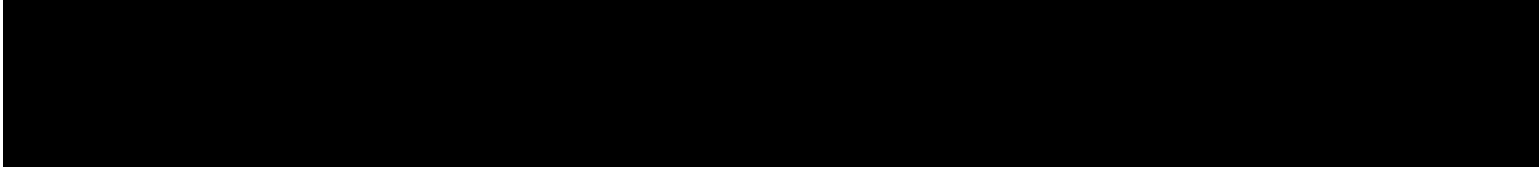
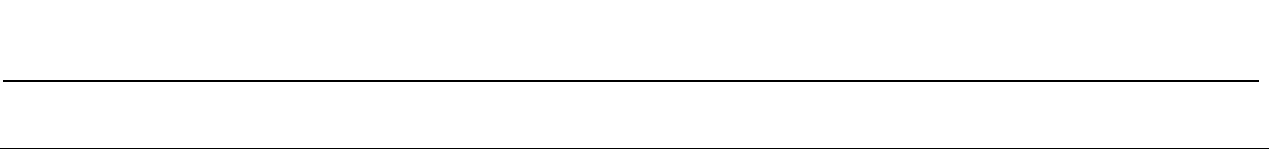
Model Terms and Conditions	Notes
<p>1.4 Change or Termination of Services.</p> <p>Alternative One: SNO may change or terminate in sole discretion.</p> <p>OR</p> <p>Alternative Two: SNO may change or terminate upon minimum period of prior notice.</p> <p>OR</p> <p>Alternative Three: SNO may change or terminate upon approval of Management Committee, i.e., body through which Participants and others influence SNO management and governance (see Section 11.6 (Management Committee)).</p>	<hr/>

2. Definitions.

Model Terms and Conditions	Notes
<p>_____</p> <p>_____</p>	

Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
<p data-bbox="188 275 699 327">4.7 Participant's Other Rights to Terminate Registration Agreement.</p> <p data-bbox="188 422 781 474">Alternative One: Participant may terminate at any time without cause.</p> <p data-bbox="188 590 228 621">OR</p> <p data-bbox="188 621 708 674">Alternative Two: Participant may terminate without cause with prior written notice.</p> <p data-bbox="188 789 228 821">OR</p> <p data-bbox="188 821 789 905">Alternative Three: Participant may terminate as of the next anniversary of having entered into the Registration Agreement.</p> <p data-bbox="188 1083 228 1115">OR</p> <p data-bbox="188 1115 781 1188">Alternative Four: Participant may terminate for cause (may be combined with Alternatives Two or Three and/or Five).</p> <p data-bbox="188 1430 228 1461">OR</p> <p data-bbox="188 1461 740 1535">Alternative Five: Participant may terminate for specified cause (may be combined with Alternatives Two or Three and/or Four).</p> <hr data-bbox="451 1612 768 1623"/>	<hr data-bbox="964 579 1243 590"/>

Model Terms and Conditions	Notes
<p data-bbox="186 268 779 331">4.8 Participant's Right to Terminate for Breach of Business Associate Agreement.</p> <p data-bbox="198 491 454 504">_____</p> <p data-bbox="198 520 516 533">_____</p> <p data-bbox="198 604 406 617">_____</p>	

4.9 [SNO Name]'s Right to Terminate Registration Agreements.

Alternative One: SNO may terminate at any time without cause.

OR

Alternative Two: SNO may terminate without cause with prior written notice.

OR

Alternative Three: SNO may terminate as of the next anniversary of having entered into the Registration Agreement.

OR

Alternative Four: SNO may terminate for cause (may be combined with Alternatives Two or Three).

Model Terms and Conditions	Notes
5. Authorized Users.	
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Model Terms and Conditions	Notes
<p data-bbox="186 275 748 302">5.3 Passwords and Other Security Mechanisms.</p> <p data-bbox="186 464 732 506">_____</p> <p data-bbox="186 779 703 821">_____</p>	
<p data-bbox="186 1024 704 1052">5.4 No Use by Other than Authorized Users.</p> <p data-bbox="186 1241 781 1283">_____</p>	

5.

5.6 Termination of Authorized Users.

Model Terms and Conditions

Notes

6. Data Recipient's Right to Use Services.

6.1 Grant of Rights.

6.1.1 Grant by [SNO Name].

6.1.2 Applicable Common Framework Policies and Procedures.

6.2 Permitted Uses:

Alternative One: The SNO Terms and Conditions permit Participants to use the System and the Services for any use permitted by the Common Framework Policies and Procedures.

OR

Alternative Two: The SNO Terms and Conditions would permit a narrower range of use than permitted by the Policies and Procedures, such as limiting use to the location and retrieval of specified data sets.

OR

Alternative Three: The SNO Terms and Conditions would permit specific uses for different types of Data Recipients, based on the Participant Type under which the Data Recipient is registered pursuant to Section 4.3.2 (Participant Type).

Model Terms and Conditions	Notes
6.3.1. No Services to Third Parties.	
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Model Terms and Conditions	Notes
<p>7. Data Provider's Obligations.</p> <p>_____</p> <p>_____</p>	
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Model Terms and Conditions	Notes
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Additional prohibitions, if desired, such as: 7.5.3. Comparative Studies.	_____

Model Terms and Conditions	Notes
8. Software and/or Hardware Provided by [SNO Name].	
8.1 Description.	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
8.2. Grant of License.	
<p>8.3 Copying.</p> <p>Alternative One: Participant may not make copies.</p> <p>OR</p> <p>Alternative Two: Participant may make limited copies.</p>	

Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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11.3 Training	

Model Terms and Conditions	Notes
<p>11.4 Telephone and/or E-Mail Support.</p> <p>Alternative One: SNO provides help desk functions.</p> <p>OR</p> <p>Alternative Two: SNO supports the Participant's help desk.</p>	
<p>11.5 Audits and Reports.</p>	
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Model Terms and Conditions	Notes
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Model Terms and Condition	Notes
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<p>12.3 Changes to Fee Schedule.</p> <p>Alternative One: SNO may change its fee schedule at will.</p> <p>OR</p> <p>Alternative Two: SNO may change its fee schedule once per year after a required period of notice.</p>	<p>_____</p>

Model Terms and Condition	Notes
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Model Terms and Condition	Notes
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Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
<p>15.2.2 Specific Indemnities.</p> <p>Alternative One: SNO and Participant indemnify each other for Serious Breaches of Confidentiality or Security for which they are responsible.</p> <p style="text-align: center;">_____</p> <p>AND/OR</p> <p>Alternative Two: Data Provider indemnifies SNO for losses caused by the Data Provider's provision of inaccurate data.</p> <p style="text-align: center;">_____</p>	

Model Terms and Conditions	Notes
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Model Terms and Conditions	Notes
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A Model Contract for Health Information Exchange

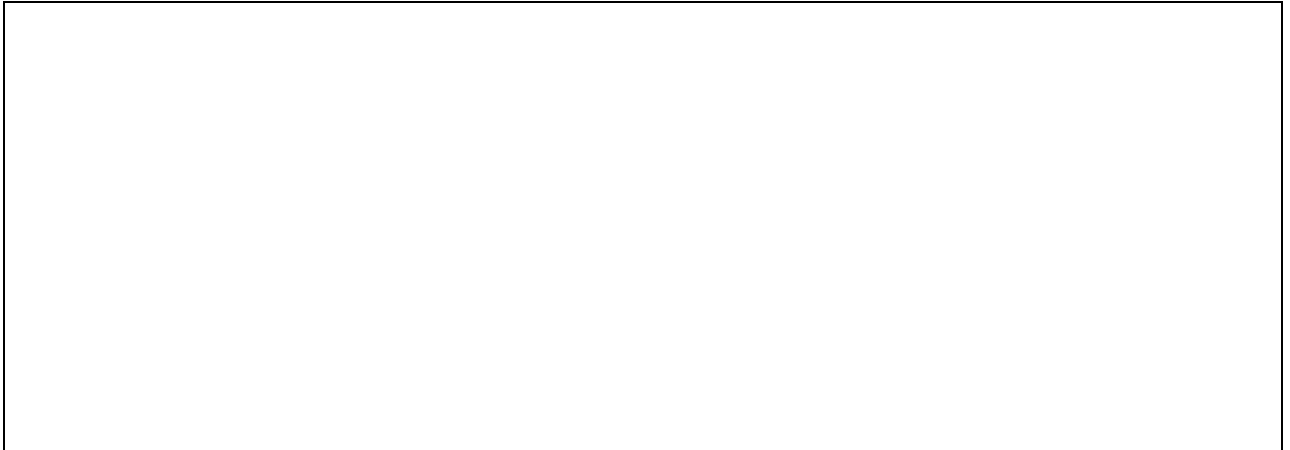
EXHIBIT 1

<i>[Optional, not to be used if SNO will issue and manage passwords:]</i>	<i>[Optional:]</i>
!	
!	
<i>[Other information if required]</i>	<i>[Others]</i>

!

—

[SNO Name] Terms and Conditions.



!

—

2. Review of Application

[Optional, if SNO is to issue passwords:]

3. [Participant]'s Agreement

4. Changes to Terms and Conditions

5. Term and Termination

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Acknowledgements

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