

**APPENDIX F.  
CORE PRIVACY AND SECURITY PROVISIONS FOR AN  
ELECTRONIC HEALTH INFORMATION EXCHANGE AGREEMENT**



**Table F-1. Section 1. Definitions**

<b>P+S Provisions/Private Template</b>	<b>P+S Provisions/Public Health Template</b>
<p>“Authorized User” shall mean a Participant’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by such Participant to access, use, or disclose information from another Participant’s System.</p>	<p>“Authorized User” shall mean a Participant’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by such Participant to access, use, or disclose information from another Participant’s System.</p>
<p>“Confidentiality Agreement” shall mean an agreement between a Participant and one or more Authorized Users that preserves appropriate restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.</p>	<p>“Authorized User Agreement” shall mean the confidentiality agreement each Participant requires each of its Authorized Users to sign prior to gaining access to Public Health Information.</p>
<p>Not Applicable to the Private Template.</p>	<p>“Data” is a collection of numbers, characters, images, or other outputs from devices to convert physical quantities into symbols or images. Data includes numbers, words, images, etc. typically accepted as they stand. Data is typically further processed by a human or entered into a computer (input), stored and processed there, or transmitted (output) to another human, computer, or other system to create information.</p>
<p>“HIPAA” has the meaning set forth in Section 2 below.</p>	<p>“HIPAA” has the meaning set forth in Section 2 below</p>
<p>“PHI” shall mean “protected health information” shared under this Agreement, as that phrase is defined in 45 CFR § 160.103 of the HIPAA regulations.</p>	<p>“Protected health information” shall mean “PHI” shared under this Agreement, as that phrase is defined in 45 CFR § 160.103 of the HIPAA regulations.</p>
<p>“Proprietary Information” shall mean all of the materials, information, and ideas of a Participant including, without limitation: patient names; patient lists; patient records; patient information; operation methods and information; accounting and financial information; marketing and pricing information and materials; internal publications and memoranda; and, if notice thereof is given, other matters considered confidential by a Participant. Proprietary Information shall not include information which: (i) is readily available or can be readily ascertained through public sources; (ii) a Participant has previously received from another party unrelated to this Agreement; (iii) would cause a Participant to be in violation of the law; (iv) jeopardizes the good standing status of licensure, accreditation, or participation in any federally or State-funded health care program, including, without limitation, the Medicare and Medicaid programs; or (v) is information received by a Participant that is used in compliance with Section 3.a. below and integrated into the records of the receiving Participant.</p>	<p>Not Applicable to the Public Health Template.</p>

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>“Protected Information” shall mean “PHI” and “Proprietary Information.”</p>	<p>Not Applicable to the Public Health Template.</p>
<p>Not Applicable to the Private Template.</p>	<p>“Public Health” shall mean program(s) that promote, maintain, and conserve the public’s health by providing health services to individuals and/or by conducting research, investigations, examinations, training, and demonstrations. Public Health services may include but are not limited to the control of communicable diseases, immunization, maternal and child health programs, sanitary engineering, sewage treatment and disposal, sanitation inspection and supervision, water purification and distribution, air pollution control, garbage and trash disposal, and the control and elimination of disease-carrying animals and insects.</p>
<p>Not Applicable to the Private Template.</p>	<p>“Public Health Information” shall mean information collected and used by States, territories, and federal agencies to support Public Health activities as described above. The information is typically stored in electronic databases, such as immunization registries, cancer registries, vital statistics, and newborn testing databases, to facilitate disease reporting and epidemiological and population research.</p>
<p>“Significant Breach” shall mean a successful unauthorized access, use, disclosure, modification, or destruction of Protected Information or interference with a Participant’s System, of which such Participant has knowledge or should have knowledge.</p>	<p>“Significant Breach” shall mean a successful unauthorized access, use, disclosure, modification, or destruction of Public Health Information or interference with a Participant’s System, of which such Participant has knowledge or should have knowledge.</p>
<p>“System” shall mean software, portal, platform, or other electronic medium controlled or utilized by a Participant through which or by which the Participant exchanges information under this Agreement. For purposes of this definition, it shall not matter whether the Participant controls or utilizes the software, portal, platform, or other medium through ownership, lease, license, or otherwise.</p>	<p>“System” shall mean software, portal, platform, or other electronic medium controlled or utilized by a Participant through which or by which the Participant exchanges information under this Agreement. For purposes of this definition, it shall not matter whether the Participant controls or utilizes the software, portal, platform, or other medium through ownership, lease, license, or otherwise.</p>

**Table F-2. Section 2. Purpose and Scope**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>This Agreement governs how Protected Information will be used and disclosed by and between the Participants. It is the intent of all Participants to protect the confidentiality and security of Protected Information subject to this Agreement, in accordance with applicable State and federal law, including, without limitation, the federal Health Insurance Portability and Accountability Act of 1996 and its implementing regulations on privacy and security found at 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time ("HIPAA"). This Agreement shall not be deemed to limit, and shall not apply to, the exchange of information that is not the electronic exchange of Protected Information from one System to another, such as information provided through paper copies.</p>	<p>The Participants agree to permit access to the Public Health Information to share immunization data between participants.</p>
<p>Not Applicable to the Private Template.</p>	<p>This Agreement governs how Public Health Information will be used and disclosed by and between the Participants.</p>
<p>Not Applicable to the Private Template.</p>	<p>It is the intent of all Participants to protect the confidentiality and security of Public Health Information subject to this Agreement, in accordance with applicable State and federal law, including, without limitation, the federal Health Insurance Portability and Accountability Act of 1996 and its implementing regulations on privacy and security found at 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time ("HIPAA").</p>
<p>Not Applicable to the Private Template.</p>	<p>This Agreement does not apply to the exchange of Protected Health Information that is contained in or is a part of any other electronic health care exchange or network, unless that exchange or network is a party to this Agreement.</p>

**Table F-3. Section 3. Use of and Access to Protected Health Information**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>a. Permitted Uses and Disclosures. The Participants agree to permit access to the Protected Information for the purposes of treatment, payment, and health care operations as those terms are defined in HIPAA. The Participants may reasonably use and disclose Protected Information if necessary for proper management and administration or to carry out their legal responsibilities. The Participants agree not to access, use, or further disclose Protected Information other than as authorized by this Agreement or permitted by law.</p>	<p><u>a. Permitted Uses and Disclosures. The Participants may use and disclose Public Health Information in furtherance of the purposes and goals of this Agreement when necessary for their proper management, administration, or execution of their legal responsibilities and privileges established herein. The Participants agree not to use or further disclose Public Health Information other than as authorized by this Agreement or permitted by law. Under this Agreement, Participants will provide Public Health Information dating as far back as the information is maintained on each Participant's System.</u></p>
<p><u>b. Authorized Users. Each Participant shall identify, and provide upon reasonable request the names of, certain persons as its Authorized Users for purposes of this Agreement. Participants shall use reasonable care in selecting such individuals and shall place appropriate privacy and security restrictions on its Authorized Users. Participants shall apply appropriate sanctions against any Authorized User who fails to comply with the requirements of this Agreement. Each Participant shall immediately remove an Authorized User's access to Protected Information if the Authorized User no longer qualifies as an Authorized User. Each Participant will be responsible for initiating, updating, monitoring, controlling, and removing or suspending access of its Authorized Users in accordance with the law and any requirements contained in this Agreement, including but not limited to Section 5. Before allowing access to, use, or disclosure of Protected Information, Participants shall require their Authorized Users to agree to a Confidentiality Agreement detailing the permitted uses, federal and State compliance requirements, and the Authorized User's roles and responsibilities. Each Participant's Authorized User's consent to the Confidentiality Agreement must be logged in an audit trail or otherwise documented.</u></p>	<p><u>b. Authorized Users. Each Participant shall identify, and upon reasonable request provide the names of, persons designated as its Authorized Users for purposes of this Agreement. Participants shall use reasonable care in selecting such individuals and shall place appropriate privacy and security restrictions on their Authorized Users. Participants shall apply appropriate sanctions against any Authorized User who fails to comply with the requirements of this Agreement. Each Participant shall immediately remove an Authorized User's access to Public Health Information if the Authorized User no longer qualifies as an Authorized User. Before allowing use or disclosure of Public Health Information, Participants shall require their Authorized Users to agree to an Authorized User Agreement. Each Participant's Authorized Users' consents to the Authorized User Agreement must be logged in an audit trail or otherwise documented.</u></p>
<p>c. Access to Protected Information.</p>	<p>c. Access to Public Health Information.</p>

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>c(i). Under this Agreement, the Participants will make available Protected Information dating as far back as the information is generally accessible in electronic format and is maintained on each Participant's System. The Participants acknowledge that the Protected Information provided is drawn from numerous sources. Certain categories of information, including but not limited to HIV status, mental health records, substance abuse records, and genetic information, may be more sensitive and may be accorded extra protections under State and federal law. For this or other reasons, the Protected Information provided may not include an entire record.</p>	<p>c(i). Under this Agreement, the Participants will provide Public Health Information dating as far back as the information is generally accessible in electronic format and is maintained on each Participant's System. The Participants are not responsible for the absence of medical information in a public health record and are only obligated to provide such information as they currently possess. The Participants acknowledge that the Public Health Information provided is drawn from numerous sources and the Public Health Information provided may not include an entire record.</p>
<p>c(ii). Each Participant shall maintain Protected Information on its System for the greater of 6 years or as required by applicable law.</p>	<p>c(ii). Each Participant shall maintain Public Health Information on its System for the greater of 6 years or as required by the Participant's local law.</p>
<p><u>c(iii). The Participants shall provide Protected Information in a timely manner.</u></p>	<p><u>c(iii). The Participants shall provide Public Health Information to other Participants in a timely manner.</u></p>
<p>c(iv). The Participants understand that this Agreement primarily depends on the Participants to reasonably determine that information disclosed is accurate and complete. Each Participant shall notify the other(s) in advance of any planned changes to its System that may impact the availability of Protected Information accessed by another Participant. If a Participant becomes aware of any material inaccuracies in its own Protected Information or System, it agrees to communicate such inaccuracy to all Participants as soon as reasonably possible. If a Participant is unable reasonably to provide all information requested due to material inaccuracies, it shall provide a statement with any Protected Information indicating such limitations.</p>	<p>c(iv). The Participants understand that this Agreement primarily depends on the Participants to reasonably determine that information disclosed is accurate and complete. Each Participant shall notify the other(s) in advance of any planned changes to its System that may impact the availability of Public Health Information accessed by another Participant. If a Participant becomes aware of any material inaccuracies in its own Public Health Information or System, it agrees to communicate such inaccuracy to all Participants as soon as reasonably possible.</p>
<p>c(v). In the event that a Participant shall agree to place additional restrictions on Protected Information of an individual, such Participant shall be solely liable for maintaining such restrictions. Each Participant agrees and acknowledges that a Participant that receives Protected Information hereunder may assume that, and treat such Protected Information as if, there are no additional restrictions placed on such Protected Information except as otherwise stated in this Agreement or required by relevant law applicable to the recipient Participant.</p>	<p>Not Applicable to the Public Health Template.</p>

<b>P+S Provisions/Private Template</b>	<b>P+S Provisions/Public Health Template</b>
<p>d. Ownership. Disclosure of information under this Agreement does not change the ownership of such information under State and federal law. If Protected Information has been used or disclosed for treatment, payment, or health care operations, it may thereafter be integrated into the records of the recipient. This Agreement does not grant to a Participant any rights in the System or any of the technology used to create, operate, enhance, or maintain the System of another Participant.</p>	<p>d. Ownership. Disclosure of the information under this Agreement does not change the ownership of such information under State and federal law. If Public Health Information has been added to a Public Health Registry, it may be thereafter integrated into the recipient's database. This Agreement does not grant to a Participant any rights in the System or any of the technology used to create, operate, enhance, or maintain the System of another Participant.</p>

**Table F-4. Section 4. Participant Requirements**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
Each Participant, whether providing, receiving, or using information hereunder, shall:	Each Participant, whether providing, receiving, or using information hereunder, shall:
<u>a. establish and implement appropriate policies and procedures to prevent unauthorized access, use, and disclosure of Protected Information and ensure that such policies and procedures do not conflict with and are not less restrictive than this Agreement;</u>	<u>a. establish and implement appropriate policies and procedures to prevent unauthorized access, use, and disclosure of Public Health Information and ensure that such policies and procedures do not conflict with and are not less restrictive than this Agreement;</u>
b. regularly monitor and audit access to Protected Information and take reasonable steps to pursue, address, and mitigate any breach or other privacy and security issues detected by such monitoring;	<u>b. monitor and audit access to the Public Health Information no less than annually, and take reasonable steps to pursue, address, and mitigate any breach(es) or other privacy and security issues detected by such monitoring and auditing;</u>
c. notify the affected Participants, as soon as reasonably possible, of any Significant Breach and take all reasonable steps to mitigate the breach;	c. notify the affected Participants as soon as reasonably possible of any Significant Breach and take all reasonable steps to mitigate the breach(es);
d. make its internal practices, books, and records relating to uses and disclosures of Protected Information available to the Secretary of the U.S. Department of Health and Human Services or his/her designee, if necessary, to comply with HIPAA or other applicable State and federal law;	<p>Not Applicable to the Public Health Template.</p> <p>Note: Item “d” in the Public Health Template discusses “Authorized Users” and is therefore listed below to correspond with the equivalent section in the Private Template.</p> <p>Note: Item “e” in the Public Health Template discusses “privacy and security policies and procedures” and is therefore listed below to correspond with the equivalent section in the Private Template.</p>
e. provide all Authorized Users with appropriate education and training on the requirements of this Agreement; and	d. provide all Authorized Users with appropriate education and training on the requirements of this Agreement; and
f. provide copies of its privacy and security policies and procedures to the other Participants and, upon reasonable request by another Participant, demonstrate compliance with its policies and procedures.	e. provide copies of its privacy and security policies and procedures to the other Participants and, upon reasonable request by another Participant, demonstrate compliance with its policies and procedures.

**Table F-5. Section 5. Privacy and Security Safeguards**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>a. Each Participant will use appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity, and availability of information and to prevent the use or disclosure of any Protected Information received from or on behalf of another Participant other than as permitted or required by federal or State law and this Agreement. To that end, each Participant shall: (i) provide for appropriate identification and authentication of Authorized Users; (ii) provide appropriate access authorization; (iii) guard against unauthorized access to Protected Information; and (iv) provide appropriate security audit controls and documentation.</p>	<p>a. Each Participant will use administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Public Health Information and to prevent the use or disclosure of any Public Health Information received from or on behalf of another Participant other than as permitted or required by federal or State law and by this Agreement. To that end, each Participant shall: (i) provide for identification and authentication of Authorized Users; (ii) provide access authorization; (iii) guard against unauthorized access to Public Health Information; and (iv) provide security audit controls and documentation.</p>
<p>b. A Participant shall apply appropriate sanctions against any person, subject to the Participant's privacy and security policies and procedures, who fails to comply with such policies and procedures. The type and severity of sanctions applied shall be in accordance with the Participant's privacy and security policies and procedures. Participants shall make employees, agents, and contractors aware that certain violations may result in notification by a Participant to law enforcement officials as well as regulatory, accreditation, and licensure organizations.</p>	<p>b. A Participant shall apply sanctions against any person, subject to the Participant's policies and procedures, who fails to comply with such policies and procedures. The type and severity of sanctions applied shall be in accordance with the Participant's policies and procedures. Participants shall make employees, agents, and contractors aware that certain violations may result in notification by a Participant to law enforcement officials as well as regulatory, accreditation, and/or licensure organizations.</p>
<p>c. A Participant shall require that its agents, assigns, and affiliates, including, without limitation, subcontractors, to whom Protected Information is provided under this Agreement, agree to the same restrictions and conditions that apply to the Participant with respect to such information.</p>	<p>Not Applicable to the Public Health Template.</p> <p>Note: Item "c" in the Public Health Template discusses denying access and is therefore listed below to correspond with the equivalent section in the Private Template.</p> <p>Note: Item "d" in the Public Health Template discusses "HIPAA" and is therefore listed below to correspond with the equivalent section in the Private Template.</p>
<p>d. A Participant may, at its discretion, deny access to any person it has reason to believe accessed, used, or disclosed Protected Information other than as permitted under this Agreement.</p>	<p>c. A Participant may, at its discretion, deny access to any person it has reason to believe accessed, used, or disclosed Public Health Information other than as permitted under this Agreement.</p>

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>e. The Participants agree and acknowledge that a minimum standard of privacy and security is required to protect the Protected Information regardless of legal obligations of a Participant. As such, regardless of whether or not a Participant is a "covered entity" or "business associate" as defined under HIPAA, each shall comply with the requirements of HIPAA as though each were a covered entity under HIPAA except to the extent that a Participant is a business associate and complies with the requirements of a valid business associate agreement.</p>	<p>d. This Agreement is subject to the provisions of HIPAA.</p>
<p>Not Applicable to the Private Template.</p>	<p>e. Participants are also required to comply with the privacy and security provisions established within their own jurisdiction and are not required to adhere to the law or regulations of any other Participant.</p>

**Table F-6. Section 6. Term and Termination**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
a. Omitted because not related to privacy and security.	a. Omitted because not related to privacy and security.
<p>b. Immediate Termination. Each Participant shall have the right to immediately terminate this Agreement if required by Section 7 below or to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued, or proposed to be issued, by any federal or State agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally funded health care program participation, or licensure which (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a Participant to be in violation of the law; or (iii) jeopardizes the good standing status of licensure, accreditation, or participation in any federally or State-funded health care program, including, without limitation, Medicare and Medicaid programs. Notwithstanding the foregoing, so long as at least two Participants remain, the withdrawal of a Participant shall not be considered a termination of the Agreement, and the remaining Participants shall continue to participate under the terms of the Agreement, as amended.</p>	<p>b. Immediate Termination. Each Participant shall have the right to immediately terminate this Agreement to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued, or proposed to be issued, by any federal or State agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation, or licensure which: (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a Participant to be in violation of the law; or (iii) jeopardizes the good standing status of licensure, accreditation, or participation in any federally funded health care program, including, without limitation, the Medicare and Medicaid programs. Notwithstanding the foregoing, the withdrawal of less than all of the Participants shall not be considered a termination of the Agreement, and the remaining Participants shall continue to participate under the terms of the Agreement, as amended.</p>
<p>c. Termination With Cause. Notwithstanding any other provision of this Agreement, any Participant may terminate its participation in this Agreement if another Participant has materially violated its responsibilities under this Agreement and has failed to provide satisfactory assurances within ten (10) days of notice of such material violation that reasonable steps are being taken to effect a cure, and in any event: (i) such cure will be completed no later than thirty (30) days from notice of such material violation; and (ii) the breaching Participant has taken reasonable steps to prevent the recurrence of such material violation.</p>	<p>c. Termination With Cause. Notwithstanding any other provision of this Agreement, any Participant may terminate its participation in this Agreement if another Participant has materially violated its responsibilities under this Agreement, unless the breaching Participant provides satisfactory assurances to the non-breaching Participant within ten (10) days of receiving notice of such material violation that reasonable steps are being taken to effect a cure, and in any event: (i) such cure will be completed no later than thirty (30) days from notice of such material violation; and (ii) the breaching Participant has taken reasonable steps to prevent the recurrence of such material violation.</p>
<p>d. Termination of Access to Protected Information. Notwithstanding subsection c. above, each Participant reserves the right to terminate immediately another Participant's access to Protected Information at any time if the Participant has reason to believe that another Participant has suffered a Significant Breach of the security of its System, has violated any of the terms of this Agreement, including, without limitation, accessing any information that a Participant would not otherwise be authorized to receive pursuant to this Agreement, improperly disclosing Protected Information, or failing to abide by appropriate policies and procedures.</p>	<p>d. Termination of Access to Public Health Information. Notwithstanding subsection c. above, each Participant reserves the right to terminate immediately another Participant's access to Public Health Information at any time if the Participant has suffered a significant breach of the security of its System, has violated any of the terms of this Agreement, including, without limitation, accessing any information that a Participant would not otherwise be authorized to receive pursuant to this Agreement, improperly disclosing Public Health Information, or failing to abide by appropriate policies and procedures.</p>

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>e. Remedies for Breach. The Participants agree that money damages may not be a sufficient remedy for any breach of this Agreement and that, in addition to all other available legal or equitable remedies, the non-breaching Participant(s) will be entitled to equitable relief, including injunction and specific performance, for any breach of the provisions of this Agreement, without proof of actual damages.</p>	<p>Not Applicable to the Public Health Template.</p> <p>Note: Item “e” in the Public Health Template is “Effect of Termination” and is therefore listed below to correspond with the equivalent section in the Private Template.</p>
<p>f. Effect of Termination. Upon a Participant’s withdrawal, the Protected Information stored by such a Participant shall no longer be accessible by the other Participants. Following the termination of this Agreement, any and all Protected Information shall continue to be subject to the provisions of this Agreement with regard to the handling of Protected Information, including, without limitation, provisions regarding Proprietary Information, privacy, and security.</p>	<p>e. Effect of Termination. Upon a Participant’s withdrawal, the Public Health Information stored by such Participant shall no longer be accessible by the other Participants. Following the termination of this Agreement, any and all Public Health Information shall continue to be subject to the provisions of this Agreement with regard to the handling of Public Health Information, including, without limitation, provisions regarding privacy and security.</p>

**Table F-7. Section 7. Agreement’s Compliance With Laws and Regulations**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>The Participants intend and in good faith believe that this Agreement complies with all federal, State, and local laws. If any provision of this Agreement is declared void by a court or arbitrator, or rendered invalid by any law or regulation, and if such provision is necessary to effectuate the purposes of this Agreement, the Participants agree to attempt to renegotiate in good faith the Agreement to comply with such law(s) to the satisfaction of all Participants. In the event the Participants are not able to mutually agree to a new agreement within one hundred eighty (180) days, then this Agreement shall automatically terminate.</p>	<p>The Participants intend and in good faith assert and believe that this Agreement complies with all federal, State, and local laws. If any provision of this Agreement is declared void by a court, or rendered invalid by any law or regulation, and if such provision is necessary to effectuate the purposes of this Agreement, the Agreement shall terminate.</p>

**Table F-8. Section 8. Insurance**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>Each Participant agrees to obtain and maintain in force and effect reasonable policies of liability insurance or self-insurance to insure itself and its employees, agents, and contractors for liability arising out of activities to be performed under, or in any manner related to, this Agreement.</p>	<p>Each Participant agrees to obtain and maintain in force and effect reasonable policies of liability insurance or self-insurance to insure itself and its employees, agents, and contractors for liability arising out of activities to be performed under, or in any manner related to, this Agreement.</p>

**Table F-9. Section 9. Subrogation**

P+S Provisions/Private Template	P+S Provisions/Public Health Template
<p>In the event that a Participant (the “Substitute Participant”) shall suffer damages due to the actions or omissions of an entity (the “Malfeasant Entity”) to whom another Participant (the “Replaced Participant”) has disclosed, directly or indirectly, Protected Information (whether an Authorized User, employee, agent, contractor, or other of the Replaced Participant), the Substitute Participant shall hereby be granted a right of subrogation to bring any and all available claims against the Malfeasant Entity for any damages suffered or likely to be suffered by the Substitute Participant. The Substitute Participant may bring such claims as though it were the Replaced Participant, regardless of whether such claims are tort, contract, equity, and/or any other type of claim. This Section shall not prevent in any way the Replaced Participant from bringing any and all other and/or additional claims against the Malfeasant Entity, including, without limitation, claims relating to damages suffered or likely to be suffered in the future or for damages paid by such Replaced Participant to the Substitute Participant.</p>	<p>Participants waive claims against each other for any loss, damage, claim, or cost relating to or resulting from their own misuse, or misuse by their Authorized Users, of the Public Health Information.</p>

**Table F-10. Section 10. Governing Law/Choice of Law**

<b>P+S Provisions/Private Template—Governing Law</b>	<b>P+S Provisions/Public Health Template—Choice of Law</b>
<p>In the event of a dispute between or among the Participants arising out of this Agreement: (a) a Participant receiving Protected Information will be held liable to abide by its own State and federal law; (b) the Participant providing Protected Information will be held liable to abide by its own State and federal law; and (c) if the dispute cannot be resolved, the Participants agree to look to federal common law, including the growing body of law regarding health information exchange. A reference in this Agreement to a section in a federal, State, or local statute, law, or regulation means the section as in effect or as amended.</p>	<p>In the event of a dispute between or among the Participants arising out of this Agreement: (a) the Participant requesting the Public Health information will abide by its own State law and federal law; (b) the Participant providing the Public Health information will abide by its own State law and federal law; and (c) if the dispute cannot be resolved, the Participants agree to look to federal common law.</p>
<p>Not Applicable to the Private Template.</p>	<p>Any reference in this Agreement to a section of a federal, State, or local statute, law, or regulation means the section as then in effect or as amended.</p>