

**CommonWell Health Alliance**  
External Transaction Services Terms and Conditions

The following terms and conditions, including any additional terms and conditions incorporated by reference ("Additional Terms"), shall apply to your access or use of the below described External Transaction Services.

The defined terms in this Schedule, not otherwise defined herein, shall have the meanings provided in the MSA, or in applicable Additional Terms.

Authorized Users shall be responsible for any applicable fees associated with External Transaction Services.

**Carequality Services**

1. **Carequality Services.** In the event Authorized User uses Services that involve access to, use of, and re-disclosure of information that the Alliance obtains by virtue of being a Carequality Implementer (the "Carequality Services"), Authorized User shall comply with these additional terms and conditions.
2. **Carequality Obligations.** Prior to accessing or using Carequality Services, Authorized User represents and warrants that it: (a) shall comply with all applicable Carequality Connection Terms or other applicable terms and conditions for adopted Carequality Use Cases; (b) understands that the Carequality Connection Terms constitute a binding written agreement between Authorized User and Alliance, and; (c) it has received adequate authority and consents from Authorized User to participate in the Carequality Services, including but not limited to any applicable exchange Activity related thereto. For the purpose of this agreement "Carequality Connection Terms" means the Carequality terms and conditions, which may be updated from time to time and available from Carequality, available here: [<https://carequality.org/resources/>]. For the purpose of this Agreement "Carequality Implementer" has the meaning provided in the Carequality Connection Terms.
3. **Carequality Services and Fees.** Authorized User electing to use or access Carequality Services shall be obligated to pay any applicable Carequality fees.
4. **Alliance and Authorized User Obligations.** Alliance and Authorized User agree to cooperate with each other regarding the delivery of the Carequality Services; provided that other than the notification obligations as provided in this paragraph, the terms and conditions of the Agreement apply to Authorized User and Alliance with respect to the Carequality Services, which shall be deemed Services for the purpose of the Agreement. Each party shall: (a) notify the other party as soon as possible with regards to events requiring notification in connection with the Carequality Connection Terms, and; (b) facilitate compliance with Carequality Connection Terms notification obligations between Alliance and its Member and participants.

**TEFCA Services**

If Authorized User desires to participate in the transmission of information for one or more of the Exchange Purposes and related activities under TEFCA through the Alliance in its capacity as a QHIN ("QHIN Services"), Alliance is required flow down to Authorized User certain Required Flow-Downs to ensure that Alliance legally binds Authorized User to certain specific terms and conditions of the Common Agreement.

1. Prior to accessing or using TEFCA Services, Authorized User represents and warrants that it: (a) shall comply with all applicable terms and conditions of the Required Flow-Downs, available here [www.commonwellalliance.org/policies](http://www.commonwellalliance.org/policies).
2. In addition to the Required Flow Down Terms, there are other sections of the Common Agreement that apply to Authorized User (e.g., notification of TEFCA Security Incidents).
3. The Required Flow-Down provisions apply only to transmission of information for one or more of the Exchange Purposes and related activities.
4. No Exclusivity. Section 6.2.1 of the Common Agreement prohibits exclusivity, so the terms in this document are not required to apply to the exchange of information with, conducting other transactions with, or supporting any other networks or exchange frameworks using services other than the QHIN Technical Framework involving QHIN--to-QHIN exchange as one step in the transmission.