

## DATA USE AGREEMENT

**Contract #000000000000000000043549**

This Data Use Agreement (“**Agreement**” or “**DUA**”) is entered into by and between the Indiana Family & Social Services Administration (the “**State**” or “**FSSA**”) and Indiana Health Information Exchange Inc. (“**IHIE**”) In consideration of those mutual undertakings, the parties agree as follows:

### 1. BACKGROUND

- A. IHIE is a non-profit corporation operating a health information network providing centralized access and patient clinical information exchange with healthcare providers through the provision of clinical data repository, electronic health records, results delivery, and similar information system application and Associated Software (collectively, “**Services**”) through the Indiana Network for Patient Care (“**INPC**”). The objective is to improve patient care and quality outcomes through the exchange of clinical information among healthcare providers serving the same patient population.
- B. To continue this objective, IHIE agrees to make available to OMPP certain Services that include the provision of ADT Alerts. These Services are: i) further described in **Exhibit 1 — Scope of Work (“SOW”)** and **Exhibit 2 — ADT Alerts Technical Specifications**, both are attached hereto and incorporated herein; and ii) performed subject to this Agreement. For the purposes of Exhibit 1, the State is referred to as “Member.”

### 2. GENERAL

- A. The State, IHIE, and Regenstrief Institute, Inc. (“**Regenstrief**”), are parties to that certain INPC Joinder Agreement (the “**Joinder**”), pursuant to which the State has agreed to comply with the INPC Terms and Conditions (as they may be amended from time to time) (the “**Terms and Conditions**”). **Exhibit 3 – Joinder Agreement** is attached hereto and incorporated herein.
- B. Capitalized terms used in this Agreement and not defined within this Agreement have the meaning as specified within the Joinder Agreement’s Terms and Conditions, as applicable. In the event of a conflict between this Agreement and the Joinder Agreement’s Terms and Conditions, the Terms and Conditions of the Joinder Agreement shall govern.

### 3. SERVICE DESCRIPTION AND IMPLEMENTATION

- A. Subject to compliance with this Agreement and applicable law, IHIE shall perform the Services set forth within Exhibit 1.
- B. The State’s access or receipt of Information using the Services under this Agreement is limited to the purposes described within Exhibit 1 and as permitted in the Joinder Agreement’s Terms and Conditions. In the event any restrictions on Information use or disclosure are more stringent in a SOW, the restrictions of the SOW shall prevail.
- C. In order to implement the mutually agreed upon Services in a timely manner, IHIE and FSSA will diligently work together to solve problems and to convey information about design and technical matters in an expeditious manner. IHIE will prepare and FSSA will approve, without unreasonable condition or delay, an implementation plan with

milestones and tasks that are reasonably necessary for IHIE to enter into production for mutually agreed upon Services.

**4. TERM**

This Agreement shall be effective for a period of four (4) years. It shall commence on July 1<sup>st</sup>, 2020 (“Effective Date”) and remain in effect through June 30<sup>th</sup>, 2024. The Agreement may be renewed for two one (1) year terms, upon mutual written consent of the Parties. In no event shall the term of this Agreement exceed a total of six (6) years.

**5. TERMINATION**

- A. Except as provided elsewhere herein, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- B. Either Party may terminate this Agreement if the other Party breaches or fails to comply with any material term of this Agreement, the Joinder, the Term or Conditions or Scope of Work, provided, however, that the non-breaching Party will provide the alleged breaching Party with written notice of such material breach and the opportunity to cure the alleged breach or as permitted under the Joinder, the Terms and Conditions or the Scope of Work, provided that alleged breaching Party has diligently undertaken efforts to cure the breach during the initial thirty (30) day cure period, provided further that the cure period will not, in any event, exceed ninety (90) days or as agreed upon by the Parties.
- C. If IHIE receives or gives any notice that the IHIE Licenses will be terminated in whole or in part, IHIE will have the right to terminate this Agreement upon thirty (30) days prior written notice to the State.
- D. The terminating party will have all rights and remedies generally afforded at law or in equity, subject to any limitations expressed in this Agreement, the Joinder or the Terms and Conditions. Each party will perform all of its obligations under this Agreement through the date of termination. Each party will comply with all provisions of this Agreement that by their nature survive termination of this Agreement.
- E. The parties agree that termination of this Agreement shall not terminate the Joinder and that the Joinder and related Terms and Conditions are subject to the Joinder and Terms and Conditions termination rights set forth therein.
- F. In accordance with FMC #2009-02, the State Budget Agency may revoke its approval of this MOU, in writing, at any time. As required by FMC #2009-2, § 5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be cancelled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**6. HIPAA COMPLIANCE**

- A. FSSA agrees that it is a Covered Entity as defined in the HIPAA Privacy and Security Standards and that it has the right to receive the Information consistent with the Privacy Rule.
- B. IHIE agrees that it is a Business Associate of certain INPC members that are Covered Entities or Business Associate authorized on behalf of an applicable Covered Entity.

**7. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary, the State acknowledges that the information and Services are provided “as-is” and specifically disclaims any and all warranties, including but not limited to any warranty of merchantability or fitness for a specific purpose. In addition, and notwithstanding any other provision of this Agreement, the Joinder, the Terms and Conditions or an SOW, IHIE’s liability under this Agreement, the Joinder, the Terms and Conditions and any SOW, regardless of whether any such claim is made under contract, tort or another legal theory, shall be limited to those damages and liability directly attributable to IHIE’s gross negligence or intentional misconduct whether by act or an omission.

**8. MISCELLANEOUS**

- A. Assignment. IHIE binds its successors and assignees to all of the terms and conditions of this Agreement. IHIE will not assign in whole or any part of this Agreement without the State’s prior written consent.
- B. Third-Party Beneficiaries. Except as specifically provided within this Agreement, none of the provisions of this Agreement will be for the benefit of or enforceable by any Third Party, including, but not limited to, any creditor of either party.
- C. Compliance with Law. In the performance of their respective obligations under the terms of this Agreement, each party will at all times and at its respective sole expense comply with all applicable laws and regulations. If there is a change in any laws or regulations, any change in the interpretation of any laws or regulations, or the adoption of new laws or regulations, any of which are reasonable likely to make any portion of this Agreement unlawful, the parties will immediately enter into good faith negotiations regarding an arrangement that complies with the law or regulation that approximates as closely as possible the economic positions of the parties prior to the change.
- D. No Waiver. Waiver by either party of any breach, or failure to enforce any of the terms or conditions of this Agreement, at any time, must be in writing to constitute a waiver and will not limit or affect that party’s right to enforce strict compliance with all other terms of this Agreement.
- E. Force Majeure. In the event that either party is unable to perform any of its services under this Agreement due to a natural disaster or decrees of governmental bodies not the fault of the affected party (a “Force Majeure Event”), the party who has been so affected will immediately give notice to the other party and will do everything reasonably possible to resume performance. Upon receipt of such notice, obligations under this Agreement regarding any services the affected party provides to the unaffected party will be temporarily suspended until such time as the affected party can reasonably resume such services. If the period of nonperformance by the affected party exceeds thirty (30) calendar days, the other party may, by giving written notice to the affected party, terminate this Agreement.
- F. Partial Invalidity. Should any provision of the Agreement be found invalid, ineffective, or unenforceable under present or future laws, the remainder of the provisions shall remain in full force and effect.
- G. Notices. All notices, requests, demands and other communications associated with this Agreement shall be in writing and will be deemed to have duly given on the date of

service if served personally on, or by facsimile transmission to, the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed to the individuals executing this Agreement at the address set forth below their signature.

- H. Governing Law and Forum. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, excluding any conflicts of law provisions, and suit, if any, must be brought in the State of Indiana.
- I. Independent Contractor. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
- J. Entire Agreement; Modification. This Agreement, the Joinder, the Terms and Conditions, the Scope of Work and ADT Specifications constitute the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by a written agreement signed by each party.
- K. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, or that the undersigned is the properly authorized representative, agent, member or officer of IHIE. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of IHIE, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in this Agreement, IHIE attest to compliance with the disclosure requirements in IC § 4-2-6-10.5.
- L. Agreement to Use Electronic Signatures. IHIE agrees, and it is IHIE's intent, to sign the Agreement by electronically submitting this Agreement to the State of Indiana. The undersigned understand that by signing and submitting the Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. IHIE understands and agree that by electronically signing and submitting the Agreement in this fashion IHIE is affirming to the truth of the information contained therein.

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**In Witness Whereof**, Indiana Health Information Exchange Inc., and the Indiana Family & Social Services Administration have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

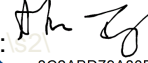
Indiana Health Information Exchange Inc.

By:   
D3A3FF7686C0402...

Title: President & CEO

Date: 6/30/2020 | 12:44 EDT

Indiana Family & Social Services Administration

By:   
3C2ABD79A80D498...

Title: Medicaid director

Date: 6/30/2020 | 12:58 EDT

<p>Electronically Approved by: Indiana Office of Technology</p> <p>By: _____ (for) Tracy E. Barnes, Chief Information Officer</p>	<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Zachary Q. Jackson, Director</p>
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## EXHIBIT 1 SCOPE OF WORK

SOW Effective Date: Effective Date

Member requests the following products and services from IHIE:

Service(s)	Description	Specify date if part of an Implementation, Upgrade, or Conversion
<b>ADT Alerts</b>	Support the patient/primary provider relationship, address appropriate usage of healthcare resources, and ultimately reduce healthcare costs for any managed care initiative or organization.	TBD

**IHIE Responsibilities and Deliverables.** Subject to Member’s fulfillment of its responsibilities under this SOW, IHIE will provide Member the following:

1. **One-Time Activities:** Beginning on the SOW Effective Date, IHIE shall:
  - Provide a project manager within a reasonable period after the SOW Effective Date to coordinate the responsibilities of IHIE and act as the principal point of contact between IHIE and Member for matters related to this SOW.
  - Prepare a project plan for implementation of the Services as indicated in the Scope, which shall be subject to Member’s approval, which shall not be unreasonably withheld, conditioned or delayed (“Project Plan”).
  - Subject to Member, performing the applicable obligations, Implement only the products and services identified in table above.
2. **On-Going Activities:** Following implementation of the products and services, as stated above:
  - Operate a help desk to respond to questions about and address problems with the Services. IHIE's help desk will be available Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays. Help desk calls outside of these hours will be routed to on-call personnel.
  - Provide a Customer Relationship Manager to support Member with on-going support for troubleshooting, and problem resolution as well as other Member questions/concerns.

**Member Responsibilities.** In support of the products and services indicated in the Scope, Member will provide the following:

3. Provide a project manager to coordinate the responsibilities of Member team members and act as the principal point of contact between IHIE and Member for matters related to this SOW. The project manager will be identified below.

Member Project Manager Contact Information	
Name:	
Email:	
Phone:	

**EXHIBIT 1**  
**SCOPE OF WORK**

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- 4. Designate adequate resources to be able to complete the project on the agreed upon Project Plan timeline.
- 5. Provide an Escalation Owner, identified below.

Member Escalation Owner	
Name:	
Email:	
Phone:	

- 6. Manage any Member vendor activities needed to complete project implementation tasks for the products and services indicated in the Scope on the agreed upon Project Plan dates.
- 7. Approve the Project Plan, if such approval shall not be unreasonably withheld, conditioned or delayed.
- 8. Should Member be responsible for delays or extensions to the proposed SOW milestones in the Project Plan, such delays could result in IHIE suspending the project until a future time decided upon by both Member and IHIE.
- 9. Notwithstanding anything to the contrary, Member agrees: (i) approved uses for ADT Information from IHIE will be limited to program forecasting and analysis of Medicaid providers; (ii) use of Information for specific outreach and clinical interventions may be allowed but will require a separate SOW; and (iii) Information may be subject to certain restrictions or require specific authorizations to make available to entities not a party to the Agreement. Accordingly, Member agrees it shall not make available or provide access to, whether identifiable or de-identified, any of the Information received from IHIE pursuant to this SOW to any other party, person, or entity, without first receiving written authorization from IHIE.

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**EXHIBIT 2**  
**ADT SPECIFICATIONS**



Indiana Health Information Exchange

ADT ALERTS TECHNICAL SPECIFICATION

Indiana Health Information Exchange  
846 N. Senate Avenue  
Indianapolis, IN 46202  
[www.ihie.org](http://www.ihie.org)



## EXHIBIT 2 ADT SPECIFICATIONS

ADT Alerts Standard Report File Technical Specification



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## EXHIBIT 2 ADT SPECIFICATIONS

ADT Alerts Standard Report File Technical Specification

2

### Version History

<i>VERSION</i>	<i>OWNER</i>	<i>NOTES</i>
03/01/2018	Camilo Ballesteros	Inception

## EXHIBIT 2

### ADT SPECIFICATIONS

ADT Alerts Standard Report File Technical Specification

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## Description

1. This report will be the ADT Alerts back to the facility on their patients. A reporting of the events/encounters on patients at other facilities, not actual ADTs.
2. The file will be named *ClientNameAbbr\_ReportNameAbbr\_RegistryNameAbbr\_YYYYMMDD*.txt. The value for *YYYYMMDD*<sup>1,2</sup> is the eight-digit date that the file is produced by IHIE. The values for the *ClientNameAbbr*, *ReportNameAbbr* and *RegistryNameAbbr* will be assigned by IHIE.
3. The file is in ASCII format.
4. File layout includes 61 columns.
5. Columns are separated with a single tab (hex 09) character.
6. Rows are separated with a carriage return (hex 0D) and line feed (hex 0A) character.
7. The first row is a header, containing the column names.

## Data Cadence and Output

The frequency with which IHIE provides the report can be customized. This cadence can be daily, weekly, or monthly. Once a cadence has been agreed upon, IHIE will generate the report the same morning it is to be delivered. The ADT report output is a tab-delimited .txt report

## EXHIBIT 2

### ADT SPECIFICATIONS

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ADT Alerts Standard Report File Technical Specification

## Column Specifications

### *Demographics and Registration Information*

<b>Field</b>	<b>Name</b>	<b>Data Type</b>	<b>Max Length</b>	<b>Format</b>	<b>Description</b>
1	AdmitDate	Date	8	YYYYMMDD <sup>1,2</sup>	Date of admission, blank if not available
2	AdmitTime	Time	4	HHMM <sup>1,3</sup>	Time of admission (24-hour clock from 0 to 23), blank if not available.
3	DischargeDate	Date	8	YYYYMMDD	Date of discharge, blank if not available
4	DischargeTime	Time	4	HHMM	Time of discharge (24-hour clock from 0 to 23), blank if not available.
5	AdmitType	String	1		Admission type: O = Outpatient, I = Inpatient, E = Emergency
6	HospitalName	String	200		Name of the facility
7	LastName	String	50		Patient last name
8	FirstName	String	50		Patient first name
9	SSN	Numeric	9	#####	Patient's social security number, either 9 digits or blank if not available
10	MRN	String	20		Patient MRN as supplied in the original enrollment file
11	Gender	String	1		Gender: F = Female, M = Male, U = unknown, blank if not available
12	DateOfBirth	Date	8	YYYYMMDD	Patient date of birth, blank if not available
13	DateOfDeath	Date	8	YYYYMMDD	Patient date of death, blank if the patient is living or the date is not available

## EXHIBIT 2

### ADT SPECIFICATIONS

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ADT Alerts Standard Report File Technical Specification

<i>Field</i>	<i>Name</i>	<i>Data Type</i>	<i>Max Length</i>	<i>Format</i>	<i>Description</i>
14	Address1	String	50		Patient address, line 1
15	Address2	String	50		Patient address, line 2
16	City	String	50		Patient city
17	State	String	2		Patient state abbreviation
18	ZipCode	String	10		Patient zip code
19	OptOutDate	Date	8	YYYYMMDD	Date the patient opted out of the ACO, blank if the patient has not opted out or the information was not supplied in the enrollment file
20	Stratification	Numeric	3	### <sup>4</sup>	Value ranging from zero to 255, indicating the patient's risk level according to the ACO, with lower values indicating higher risk. If the information was not supplied in the enrollment file, the value in this field will always be zero.
21	Race	Numeric	1	#	Patient race supplied in the enrollment file: 0 = Unknown, 1 = White, 2 = African-American, 3 = Other, 4 = Asian/Pacific Islander, 5 = Hispanic, and 6 = Native American/Alaska Native.

## EXHIBIT 2

### ADT SPECIFICATIONS

ADT Alerts Standard Report File Technical Specification

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#### Diagnostic Information

Field	Name	Data Type	Max Length	Format	Description
22	Diag_CD_01	String	10		First diagnosis code, or blank if not available
23	Diag_TY_01	Numeric	1	#	Type of this diagnosis code: 0 = No code, 1 = ICD-9, and 2 - ICD-10. Blank if not available
24	Diag_DE_01	String	200		Description of this diagnosis or blank if not available
25	Diag_CD_02	String	10		*Refer to the first three descriptions in this section
26	Diag_TY_02	Numeric	1	#	*Refer to the first three descriptions in this section
27	Diag_DE_02	String	200		*Refer to the first three descriptions in this section
28	Diag_CD_03	String	10		*Refer to the first three descriptions in this section
29	Diag_TY_03	Numeric	1	#	*Refer to the first three descriptions in this section
30	Diag_DE_03	String	200		*Refer to the first three descriptions in this section
31	Diag_CD_04	String	10		*Refer to the first three descriptions in this section
32	Diag_TY_04	Numeric	1	#	*Refer to the first three descriptions in this section
33	Diag_DE_04	String	200		*Refer to the first three descriptions in this section
34	Diag_CD_05	String	10		*Refer to the first three descriptions in this section
35	Diag_TY_05	Numeric	1	#	*Refer to the first three descriptions in this section

## EXHIBIT 2

### ADT SPECIFICATIONS

ADT Alerts Standard Report File Technical Specification

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<i>Field</i>	<i>Name</i>	<i>Data Type</i>	<i>Max Length</i>	<i>Format</i>	<i>Description</i>
36	Diag_DE_05	String	200		*Refer to the first three descriptions in this section
37	Diag_CD_06	String	10		*Refer to the first three descriptions in this section
38	Diag_TY_06	Numeric	1	#	*Refer to the first three descriptions in this section
39	Diag_DE_06	String	200		*Refer to the first three descriptions in this section
40	Diag_CD_07	String	10		*Refer to the first three descriptions in this section
41	Diag_TY_07	Numeric	1	#	*Refer to the first three descriptions in this section
42	Diag_DE_07	String	200		*Refer to the first three descriptions in this section
43	Diag_CD_08	String	10		*Refer to the first three descriptions in this section
44	Diag_TY_08	Numeric	1	#	*Refer to the first three descriptions in this section
45	Diag_DE_08	String	200		*Refer to the first three descriptions in this section
46	Diag_CD_09	String	10		*Refer to the first three descriptions in this section
47	Diag_TY_09	Numeric	1	#	*Refer to the first three descriptions in this section
48	Diag_DE_09	String	200		*Refer to the first three descriptions in this section
49	Diag_CD_10	String	10		*Refer to the first three descriptions in this section
50	Diag_TY_10	Numeric	1	#	*Refer to the first three descriptions in this section
51	Diag_DE_10	String	200		*Refer to the first three descriptions in this section



## EXHIBIT 2

### ADT SPECIFICATIONS

ADT Alerts Standard Report File Technical Specification

#### *Service Descriptors*

<i>Field</i>	<i>Name</i>	<i>Data Type</i>	<i>Max Length</i>	<i>Format</i>	<i>Description</i>
52	Institution	String	100		ID of the institution that sent the original message
53	InstitutionName	String	100		Name of the institution that sent the original message
54	OrganizationFormalName	String	100		Formal name of the organization where service was performed (if available)
55	LocationFormalName	String	100		Formal name of the location where service was performed (if available)
56	LocationDescription	String	100		Alternate description of the service location (if available)
57	AttendingName	String	100		Name of the attending physician (if available)
58	ChiefComplaint	String	200		Chief complaint at start of service (if available)
59	Phone	String	20		Member's phone number
60	Encounter_ID	Numeric	12	##### <sup>4</sup>	Encounter ID from INPC
61	Attending_NPI	String	30		NPI of attending physician

<sup>1</sup> In the various format and range requirements in this table, any reference to a digit or numeric character refers to a value from 0 (ASCII 0x30) through 9 (ASCII 0x39).

<sup>2</sup> The letters MM stand for a valid month and will be a two-digit number with leading zeros from 01 to 12. The letters DD stand for a valid day of month and will be a two-digit number from 01 to 31 (upper limit depends on the calendar month value of MM). The letters YYYY stand for a valid year and will be a four-digit number from 1880 through 2050.

<sup>3</sup> In time fields, HH stands for a time in hours, a two-digit number with leading zeros, and a value from 0 (12:00 AM) to 23. MM stands for minute of the hour, a two-digit number with leading zeros, with a value from 0 to 59. Note that the reported time (if available) is as supplied by source of the data, and is not adjusted for time zone.

<sup>4</sup> This numeric value is variable in length, without a leading zero.



## EXHIBIT 3

### Joinder Agreement

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#### INDIANA NETWORK FOR PATIENT CARE JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Joinder") is hereby executed by **Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning** (the "Member"), the **Regenstrief Institute, Inc.** ("Regenstrief"), and the **Indiana Health Information Exchange, Inc.** ("IHIE"), and accepted by Regenstrief on behalf of the existing Members of the Indiana Network for Patient Care ("INPC"). The Joinder makes Member a Member in the INPC and obligates Member to comply with the Indiana Network for Patient Care Member Terms and Conditions (as they may be amended from time to time) ("Terms and Conditions").

1. **Joinder.** Subject to approval of Member's membership by the INPC Management Committee and upon execution of this Joinder, Member is hereby made a Member in INPC, and agrees to be bound by and shall comply with the Terms and Conditions. From the date hereof, Member shall be a "Data Recipient" and/or a "Data Provider" as those terms are defined in the Terms and Conditions and shall be subject to all of the duties and obligations and entitled to the rights and benefits of a "Member," "Data Recipient," or "Data Provider" (as applicable) as provided in the Terms and Conditions. Capitalized terms not otherwise defined in this Joinder shall have the meaning provided them in the Terms and Conditions. In the event of a conflict between the terms of this Joinder and the Terms and Conditions, the Terms and Conditions shall govern unless the provision in the Joinder specifically states that it is intended to update, amend or supersede the Terms and Conditions.

2. **Modification of Terms and Conditions.** Member acknowledges that the Management Committee may modify the Terms and Conditions and any such modified Terms and Conditions shall apply to Member.

3. **Acknowledgments and Member Responsibilities.** Without limiting any provision of this Joinder or the Terms and Conditions, and subject to the Management Committee's ability to modify the Terms and Conditions pursuant to Section 2 of this Joinder, Member acknowledges and agrees to the following:

(a) **Member Has Received the Terms and Conditions.** Member hereby acknowledges that it has received and reviewed a copy of the Terms and Conditions and/or has been given the opportunity to review the Terms and Conditions electronically.

(b) **Member Accepts License.** Member shall be deemed to have accepted, a non-exclusive, personal, nontransferable, limited right to have access to and to use INPC and the Associated Software (as more fully described in the Terms and Conditions), subject to the Member's full compliance with the Terms and Conditions, the terms of the fee based subscription agreement contemplated by Section 5.02 of the Terms and Conditions, and Management Committee decisions. No Member shall obtain any rights to INPC except for the limited rights to use INPC expressly granted in the Terms and Conditions.

(c) **Member Will Limit Uses of INPC.** A Member may use INPC only for the permitted purposes described in the Terms and Conditions and pursuant to Management Committee decisions. The Member shall not use INPC for any purpose or in any manner that is prohibited by any applicable federal, state, or local law.

(d) **Member Will Obtain All Required Permissions to Use Information.** Member represents that it is authorized to allow Data Recipients, Regenstrief, IHIE, and Regenstrief's and IHIE's subcontractors to access the Information pursuant to the Terms and Conditions. Member agrees to obtain any required consents or authorizations under applicable federal, state, or local law that may be necessary to authorize the disclosure to, or receipt by, any Data Recipient, Regenstrief, IHIE, or Regenstrief's or IHIE's subcontractors of Information relating to a patient and shall provide Regenstrief or IHIE with any such consents upon request. Member warrants that any request or access of Information by Member will be authorized by any necessary consents or authorizations before the request or access is made.

(e) **Member Will Identify Authorized Users.** If Member is a Data Recipient, Member shall determine the Authorized Users under its control who may access INPC to retrieve Information for the purposes allowed by the Terms and Conditions and will identify such individuals to IHIE along with any other information about such individuals that Regenstrief or IHIE may reasonably request. When the Member removes an individual from its list of Authorized Users, Member shall immediately notify IHIE pursuant to procedures set up by IHIE. Member shall be solely responsible for any use of an Authorized User's user name or password prior to Member's notification to IHIE that such user name and password should be deactivated. Member will immediately notify IHIE in the event that a

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## EXHIBIT 3

### Joinder Agreement

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user name or password has been disclosed or otherwise made known to any person not authorized to have knowledge of that user name or password.

(f) *Member Is Responsible for Authorized Users.* Member shall be solely responsible for all acts and omissions of the Member and/or the Member's Authorized Users, and all other individuals who access INPC either through the Member or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Member or any of the Member's Authorized Users, with respect to INPC and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the Member.

(g) *Member Is Responsible for Its Uses of the Information.* Member and the Member's Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving Treatment, patient care, utilization management, quality management, Payment, and Health Care Operations for their respective patients and clients resulting from or in any way related to the use of the INPC or the Information made available thereby. No Member or Authorized User shall have any recourse against, and hereby waive, any claims against Regenstrief or IHIE for any loss, damage, claim or cost relating to or resulting from the Member's or Authorized User's own use or misuse of the INPC. Member must verify the patient's Information with each patient before the Information is relied upon in treating or diagnosing the patient. Member further acknowledges and agrees that Regenstrief and IHIE have not represented their services as having the ability to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine or of other professional or academic disciplines. Regenstrief and IHIE shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by a Data Provider, or used by a Member, pursuant to these Terms and Conditions.

(h) *Member Will Keep the Information Confidential and Notify INPC of Breaches.* Member agrees that any Information obtained from INPC will be kept confidential pursuant to the Privacy Rule and all other applicable federal, state, and local laws, statutes and regulations, as well as Member's own rules and regulations governing the confidentiality of patient records and information. Member agrees to report to Regenstrief any Breach or Security Incident of which it becomes aware pursuant to the procedures set out in the Terms and Conditions.

(i) *Member Will Appropriately Discipline Authorized Users.* Member agrees to enforce the confidentiality provisions of the Terms and Conditions by appropriately disciplining Authorized Users who violate the confidentiality of the Information pursuant to Member's respective confidentiality and disciplinary policies.

(j) *Member Will Employ Appropriate Security Mechanisms.* Member shall implement security measures with respect to INPC and the Information it receives from INPC. Such security measures shall be as stringent as those required by the Security Standards promulgated pursuant to HIPAA (45 CFR Parts 160 and 164), and any other security standards required by federal, state, or local law.

4. Governance. Member acknowledges that, unless an appointment is made pursuant to the Terms and Conditions to the Management Committee, a representative of Member shall not be a participant on the Management Committee, and Member shall not have any voting rights with regard to matters brought to the Management Committee.

5. Inspection. Regenstrief or its subcontractor may inspect and audit Member for compliance with this Joinder and the Terms and Conditions, as well as any then-current policies, procedures, and guidelines governing INPC and its use. In doing so, Regenstrief will try to minimize any disruption to Member's operations. Unless otherwise provided by law or court order, Regenstrief will keep confidential any confidential information it learns from such inspections and audits and will only use such confidential information for purposes of this Joinder and the Terms and Conditions, and their enforcement.

6. Term. The term of this Joinder shall be effective as of the date upon which Regenstrief executes this Joinder (the "Effective Date") and shall last for a term of five (5) years. This Joinder shall thereafter automatically renew for additional three (3) year terms unless Regenstrief or the Member has provided written notice of its intent not to renew at least one hundred eighty (180) days before the renewal date.

7. Entire Agreement. This Joinder and the Terms and Conditions (together with any exhibits to either of them) shall represent the entire agreement between the Member, the other INPC Members, IHIE (other than any agreement between Member and IHIE pursuant to Section 5.02 of the Terms and Conditions), and Regenstrief, and shall supersede all previous negotiations and agreements, whether written or oral.

### EXHIBIT 3 Joinder Agreement

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8. Counterparts. This Joinder may be executed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one and the same instrument.

9. Affiliates. As an Addendum to this and the Terms and Conditions, Member shall provide a listing of all institutions, provider groups, or other entities whose data will be submitted by Member (as a Data Provider) or for whom access will be requested by Member (as a Data Recipient). Such list can be updated by notification to Regenstrief without amendment to this Joinder; provided, however, that Member recognizes that when an entity is removed from that list, the then currently held data for that affiliated entity will remain in INPC as Member's data.

IN WITNESS WHEREOF, the Parties have executed these Terms as of the dates indicated below.

**MEMBER**

DocuSigned by:  
By: Allison Taylor  
Signature 362A8B79A80D480...

Data Provider  
 Data Recipient  
6/29/2020

Allison Taylor

\_\_\_\_\_  
Date

Printed

402 W. Washington St., W371,  
Indianapolis, IN 46204  
Address

Indiana FSSA: Medicaid Director

Title

Member's Designated Research Representative: (TO BE COMPLETED BY MEMBER)

\_\_\_\_\_  
(Name) (title) (email address) (phone number)

Member's Management Committee Point of Contact: (TO BE COMPLETED BY MEMBER)

Merih Bennett IT Projects Manager merih.bennett@fssa.IN.gov 317-220-1318  
(Name) (title) (email address) (phone number)

**REGENSTRIEF INSTITUTE, INC.**

DocuSigned by:  
By: Thane Peterson  
Signature F652D1AEAD204D6...

6/29/2020

Printed

\_\_\_\_\_  
Date

COO/VP for Finance & Admin

1101 W. 10th St., Indianapolis, IN 46202

Title

Address

**INDIANA HEALTH INFORMATION EXCHANGE, INC.**

DocuSigned by:  
By: John Kansky  
Signature D3A3FF7686C0402...

6/26/2020

Printed

\_\_\_\_\_  
Date

President & CEO

846 N. Senate Ave., Indianapolis, IN 46202

Title

Address

## EXHIBIT 3

### Joinder Agreement

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#### AFFILIATE IDENTIFICATION ADDENDUM TO THE INDIANA NETWORK FOR PATIENT CARE JOINDER AGREEMENT

As contemplated by Section 9 of the Indiana Network for Patient Care (“INPC”) Joinder Agreement (the “Joinder”) to which the undersigned INPC member (the “Member”) is a party, Member hereby designates the following entities as institutions, provider groups or other entities (“Affiliates”) whose data will be submitted by Member to INPC or for whom INPC access will be requested by Member:

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Member is responsible for the obligations, acts and omissions of the Affiliates with respect to their participation in the INPC and will ensure that the Affiliates comply with the Joinder and the INPC Terms and Conditions. Indiana Health Information Exchange, Inc., Regenstrief Institute, Inc., and other INPC members will have the right to look to Member for Member’s and the Affiliates’ compliance with the Joinder and the INPC Terms and Conditions.

This Addendum may be updated from time to time by providing notice to:

Regenstrief Institute, Inc.  
ATTN: Legal Department  
1050 Wishard Blvd RG6  
Indianapolis, IN 46202

*With Copy to:*  
Indiana Health Information Exchange, Inc.  
ATTN: Legal Department  
846 N. Senate Ave; Suite 300  
Indianapolis, IN 46202

The individual executing this Addendum has the authority to execute this Addendum on Member’s behalf.

Allison Taylor  


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(Print Member’s Legal Entity Name)  
By: Allison Taylor  
Printed: Allison Taylor  
Title: Medicaid Director  
Date: 6/29/2020

**Return Completed Addendum to:**  
Indiana Health Information Exchange, Inc.  
Attn: Legal Department  
846 N. Senate Ave., Suite 110  
Indianapolis, IN 46202  
Fax: 317-644-1751  
Email: ethieme@ihie.org

## EXHIBIT 3 Joinder Agreement

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### Addendum No. 1 to the Indiana Network for Patient Care Joinder Agreement

This Addendum No. 1 to the Indiana Network for Patient Care Joinder Agreement (“Addendum”) is executed by and among the **Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning** (“FSSA”, “OMPP” or “Member”), the **Indiana Health Information Exchange** (“IHIE”), and the **Regenstrief Institute, Inc.** (“Regenstrief”) and amends the Indiana Network for Patient Care Joinder Agreement effective the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Joinder”) by and among IHIE, Regenstrief, and Member (each a “Party” and collectively the “Parties”).

#### RECITALS

**Whereas**, Member is an agency and/or division of the State of Indiana;

**Whereas**, Member and applicable law require certain attestations for contractors; and

**Whereas**, this Addendum memorializes the Parties acceptance of the attestations and agreements herein.

**Now, Therefore**, for and in consideration of and for other good and valuable consideration the Parties hereby agree to the following Terms and Conditions.

#### TERMS AND CONDITIONS

- 1. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, or that the undersigned is the properly authorized representative, agent, member or officer of IHIE or Regenstrief. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of IHIE or Regenstrief, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of the Joinder or this Addendum other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Joinder or this Addendum, IHIE and Regenstrief attest to compliance with the disclosure requirements in IC § 4-2-6-10.5.
- 2. Agreement to Use Electronic Signatures.** IHIE and Regenstrief agree, and it is IHIE's and Regenstrief's intent, to sign the Joinder and this Addendum by electronically submitting the Joinder and the Addendum to the State of Indiana. The undersigned understand that by signing and submitting the Joinder and this Addendum in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Joinder and Addendum and this affirmation. IHIE and Regenstrief understand and agree that by electronically signing and submitting the Joinder and the Addendum in this fashion IHIE and Regenstrief are affirming to the truth of the information contained therein.

### EXHIBIT 3 Joinder Agreement

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**3. Incorporation.** The Parties agree that this Addendum is incorporated into the Joinder, and in the event of a conflict between the Joinder and this Addendum, this Addendum shall control.

**In Witness Whereof,** the Parties, through their duly authorized representatives, enter into this Addendum and affirm that the Parties, have read and understood the foregoing terms of this Addendum by their respective signatures dated below agree to the terms thereof.

**Indiana Family and Social Services Administration  
Office of Medicaid Policy and Planning**

DocuSigned by:  
By: Allison Taylor  
3C2ABD79A80D498...

Allison Taylor Indiana Medicaid Director

Date: 6/29/2020

**Address:**  
Indiana Family and Social Administration  
402 West Washington Street, Room W371  
Indianapolis, IN 46204

**Indiana Health Information Exchange, Inc.**

DocuSigned by:  
By: John Kansky  
D3A3FF7686C0402...

John Kansky, President & CEO

Date: 6/26/2020

**Address:**  
Indiana Health Information Exchange, Inc.  
846 North Senate Avenue, Suite 300  
Indianapolis IN, 46202

**Regenstrief Institute, Inc.**

DocuSigned by:  
By: Thane Peterson  
F652D1AEAD204D6...

Name & Title: Thane Peterson COO/VP for Finance & Admin

Date: 6/29/2020

**Address:**

**Regenstrief Institute, Inc.**  
1101 W 10th St,  
Indianapolis, IN 46202