



## Iowa Health Information Network (IHIN)

### Standard Participation Agreement

This participation agreement (“Agreement”) is made and entered into as of the effective date described below (“Effective Date”), by and between IHIN and the participant identified on the signature page (“Participant”).

By entering into this Agreement, Participant will have access to IHIN Core Services as applicable to its participant and eligibility status. Participant subscribes to the services offered entering into an addendum for each of the desired services (the services are referred to collectively as the “Core Services” and the addendums referenced below are referred to individually as a “Service Addendum” and collectively as the “Service Addenda”). Participants in the Network include data recipients that will access data through IHIN and data suppliers that will provide data through IHIN.

Participant will participate in the transmission of data through IHIN and the submission or use of such data, as applicable, subject to this Agreement, its Exhibits, and Addenda.

This Agreement includes, and incorporates by reference:

Exhibit A – Terms and Conditions of Participation;

Exhibit B – Primary Contacts and Address for Notice;

Exhibit C – HIPAA Business Associate Agreement;

Exhibit D – Service Fees;

Exhibit E – IHIN Core Services

Any Service Addenda attached to this Agreement and signed by IHIN and Participant; and

IHIN Policies and Standards found at <https://www.ihin.org/become-participant/privacy-and-security>



The Effective Date for this Agreement is \_\_\_\_\_. The Agreement will continue until terminated as set forth in Exhibit A, Section 12.

**PARTICIPANT**

**Iowa Health Information Network**

By:

By:

Its:

Its:

Date:

Date:



## Exhibit A – Terms and Conditions of Participation

### 1. Definitions

Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

**Authorized Users** means those members of Participant’s Workforce (including employees, agents, contractors and any other persons having access to the IHIN by virtue of their relationship with Participant) who are individually authorized by Participant to have access to the IHIN to assist Participant with respect to the permitted uses as provided herein, and to whom Participant has assigned a unique identifier for access to the IHIN.

**Breach** means a breach as defined in 45 C.F.R. § 164.402.

**Confidential and Proprietary Information** means, for the purposes of this Agreement, proprietary or confidential materials or information of a Participant or IHIN in any medium or format that Participant or IHIN labels as such upon disclosure. Message Content and HIE Data is excluded from the definition of Confidential Participant Information because other provisions of this Agreement and the DURSA address the appropriate protections for Message Content and HIE Data. Notwithstanding any label to the contrary, Confidential Participant Information does not include Message Content; any information which is or becomes known publicly through no fault of a Receiving Party; is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from a Participant as documented by Receiving Party’s written records; or, is independently developed by Receiving Party without reference to, reliance on, or use of, Participant’s Confidential Participant Information.

**IHIN’s Authorized Personnel** means the IHIN’s employees, agents and independent contractors under confidentiality obligations on terms substantially similar to the confidentiality provisions contained in this Agreement.

**Data Use and Reciprocal Support Agreement or DURSA** means the first restatement of the multiparty legal agreement that established a trust framework between the participants of the nationwide eHealth Exchange that was updated on September 30, 2014. The IHIN HIE platform vendor will or has become a participant of the eHealth Exchange.

**Documentation** means the written specifications and user and technical manuals provided by the IHIN regarding the functionality and operation of the IHIN.

**Health Information** or **health information** means protected health information (PHI) as defined in 45 C.F.R. §160.103 that is created, transmitted or received by a Participant.



**Health Insurance Portability and Accountability Act (HIPAA)** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, the regulations promulgated thereunder, including the Privacy Rule and the Security Rule, and all future changes or amendments to HIPAA or the regulations promulgated thereunder.

**HITECH Act** means Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the regulations promulgated thereunder, and all future changes or amendments to the HITECH Act or the regulations promulgated thereunder.

**IHIN** means the Iowa Health Information Network, including all hardware provided by the IHIN, all software used or provided by the IHIN, and all documentation provided by the IHIN in connection with the IHIN.

**Intellectual Property Rights** means patent rights, copyrights, trade secrets, and any other intellectual property rights recognized in any country or jurisdiction in the world.

**Participant** means an authorized organization (including without limitation, provider, hospital, health plan, and state government) that has voluntarily agreed to enter into this participation agreement to access or use the IHIN.

**Participation Fees** means the fees set forth in Exhibit D for IHIN services, which may be changed in accordance with this Agreement.

**Policies and Standards** means the IHIN's rules, regulations, policies, procedures and standards for access to and use of the IHIN.

**Public Health Activities** means actions undertaken by the Iowa Department of Public Health in its capacity as a public health authority under HIPAA and/or as required or permitted by other federal or state law.

**Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information while in transit via the IHIN, or while being stored within IHIN systems, or interference with IHIN operations.

**Services** means the type of data transactions facilitated through IHIN.

**Treatment, Payment and Healthcare Operations (TPO)** means as such terms are defined in the Privacy Rule.

**Workforce** means employees, volunteers, trainees, and other persons or entities whose conduct, in the performance of work for a covered entity, is under the control of such entity, whether or not they are paid by the covered entity.



## 2. Grant of Rights to Use Services

2.1 During the Term, IHIN grants to Participant and Participant accepts:

- (a) a non-exclusive, nontransferable (except as provided herein) right to access and use IHIN, and
- (b) a non-exclusive, nontransferable (except as provided herein), limited license to use IHIN software furnished by IHIN.

Such access and use is subject to Participant's compliance with all applicable laws and regulations, the terms and conditions set forth in this Agreement and the Policies and Standards. Participant shall obtain no rights to the IHIN except for the limited rights to use the IHIN expressly granted by this Agreement.

2.2 Participant shall not: (a) make the IHIN or services, in whole or in part, available to any other person, entity or business other than as set forth in this agreement; (b) reverse engineer, decompile or disassemble the software as a service provided by IHIN, in whole or in part, or otherwise attempt to discover the source code to the software used in IHIN; or (c) modify the IHIN or combine the IHIN with any other software or services not provided or approved by IHIN; or (d) modify any security procedures for security software of or for IHIN.

2.3 IHIN shall provide reasonable support and assistance to Participant in using the IHIN and the services.

## 3. Access to the IHIN

3.1 Subject to the terms of this Agreement, IHIN authorizes Participant to access IHIN and to use the Services for the purposes of TPO and public health reporting as authorized or required by applicable law.

3.2 Participant agrees not to access IHIN or use the Services for any other purpose other than as set forth in Section 3.1 above. In particular:

- (a) Participant shall not knowingly reproduce, publish or distribute content in connection with IHIN that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy or other personal or proprietary right;
- (b) Participant shall be responsible for its own compliance with all applicable laws, including laws related to maintenance of privacy, security, and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing or offensive messages or otherwise unlawful material;

- (c) Participant shall not knowingly: (i) abuse or misuse the IHIN or the services, including gaming or attempting to gain unauthorized access to the IHIN or altering or destroying information in the IHIN, except in accordance with accepted practices; (ii) use the IHIN or services in such a manner that interferes with other Authorized Users use of the IHIN; (iii) permit the introduction into the IHIN of any program, routine or data that does or may disrupt or in any way impede the operation of the IHIN, or alter or destroy any data within it;
- (d) Participant shall not use IHIN or Services for the purpose of exploiting the health data of other participants for Participant's own personal gain or commercial purposes, including aggregating health data from other participants for commercial use or exploitation by third parties;
- (e) Participant shall not use IHIN or the Services in violation of the Policies and Standards or any applicable laws of the state or federal governments including, without limitation, the responsibility to remove treatment information from a federally funded substance use disorder treatment center unless written consent of the patient is obtained as required by 42 USC 290dd-2(b)(1) and 42 C.F.R. 2.31(a) and any amendments, or unless another exception under the law is met;
- (f) Subpoenas and Aggregation:
  - (i) Participant shall not use IHIN to create, produce or compile records or health data of other participants for the purpose of furnishing copies of aggregated records to third parties, except for purposes of the Participant's TPO to the extent such uses are permitted under HIPAA or other applicable federal or state law, or as is otherwise required by law;
  - (ii) If Participant is subpoenaed or otherwise ordered to use IHIN for the purpose of compiling the health data of other participants that are not already contained in Participant's records, Participant shall immediately notify IHIN so that the IHIN, and such other participants or interested parties as it may determine, might have an opportunity to appear or intervene and protect their respective interests;
  - (iii) Neither Participant nor IHIN shall be required to contest any such subpoena or order and shall not be required to incur any expense in connection with legal proceedings or

processes, whether initiated by IHIN or any other interested party, with respect thereto.

### 3.3 Participant's Records.

- (a) Participant shall be solely responsible for compliance with any applicable regulatory requirements related to the preservation, privacy and security of its own records, including, without limitation, data backup, disaster recovery, and emergency mode operation. Participant acknowledges that IHIN does not undertake to provide such services.
- (b) Participant may access and use the electronic health information as permitted in this Agreement and may merge relevant parts of such electronic health information into its own.
- (c) Nothing in this Section 3 or elsewhere in this Participation Agreement is intended or shall be deemed to limit the Participant's use of its own patient information in any way.

### 3.4 Privacy and Security Safeguards.

- (a) Participant and IHIN shall implement and maintain reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, privacy, security, integrity and availability of electronic health information accessible through IHIN, to protect it against reasonably anticipated threats or hazards, and to prevent its use or disclosure otherwise than as permitted by this Agreement or required by law. To that end, each Participant and IHIN shall:
  - (i) provide for appropriate identification and authentication of their Authorized Users and IHIN's Authorized Personnel, respectively;
  - (ii) provide appropriate access authorization;
  - (iii) guard against unauthorized access to or use of health information; and
  - (iv) provide appropriate security audit controls and documentation.

Such safeguards shall comply with HIPAA, all applicable federal, state, and local requirements, and IHIN Policies and Standards.

- (b) Participant and IHIN shall each maintain reasonable and

appropriate security practices, in accordance with the minimum standards and guidelines in the IHIN Security Policies established by the IHIN, with regard to all personnel, systems, physical and administrative processes used by each party to transmit, store and process electronic health information through the use of IHIN. Participant and the IHIN each shall be responsible for establishing and maintaining their respective security management procedures, security incident procedures, contingency plans, audit procedures, facility access controls, workstation use controls and security, device and media controls, authentication procedures, and security policies and procedures to protect electronic health information accessible through IHIN.

- (c) Participant shall notify IHIN within five (5) days of Participant's receipt of any adverse audit findings related to Participant's participation in IHIN and the resolution of such findings. Participant shall notify IHIN of any Security Incident relating to IHIN interface or connection of which Participant becomes aware, or any unauthorized use or disclosure of information within or obtained from IHIN within five (5) days, and shall cooperate with IHIN in investigating the incident and shall take such action to mitigate any breach or suspected breach. IHIN shall notify Participant of any Security Incident relating to the Participant's shared PHI of which IHIN becomes aware, or any unauthorized use or disclosure of Participant's PHI within, or obtained from, IHIN of which IHIN becomes aware, within five (5) days of IHIN becoming aware of either the Security Incident or unauthorized use or disclosure of Participant's PHI, and shall cooperate with Participant in investigating the Security Incident and shall take such action to mitigate any breach or suspected breach.
- (d) When Transacting Message Content over the nationwide eHealth Exchange through IHIN Participant shall (i) comply with all Applicable Law; (ii) reasonably cooperate with IHIN on issues related to this Agreement and with the eHealth Exchange DURSA; (iii) Transact Message Content only for permitted purposes as outlined in Restatement I of the DURSA (FINAL September 30, 2014); (iv) use Message Content received from another Participant in accordance with the terms and conditions of this Agreement; (v) as soon as reasonably practicable but no later than one (1) hour after discovering information that leads an IHIN Participant to reasonably believe that a Breach related to Transacting Message Content pursuant to the DURSA may have occurred, alert IHIN to the suspected breach; and twenty-four (24) hours after determining that a Breach related to Transacting Message Content pursuant to



the DURSA has occurred, provide a Notification of any such Breach to IHIN; (vi) refrain from disclosing to any other person any passwords or other security measures issued to the Authorized User by IHIN or the Participant Account Administrator; and (vii) comply with the provisions outlined in Restatement I of the DURSA (FINAL September 30, 2014) and the eHealth Exchange Performance and Service Specifications and the Operating Policies and Procedures. These policies are available at the eHealth Exchange website available here:  
<http://sequoiaproject.org/ehealthexchange/onboarding/>.

- 3.6 Compliance. Participant and IHIN, respectively, are responsible for their own compliance with the terms of this Agreement, HIPAA, the Policies and Standards, and any applicable laws and regulations. Participant shall be solely responsible for the use of IHIN by Participant and Participant's Workforce and shall, to the extent permitted by applicable law, indemnify IHIN and hold it harmless from any third party claim, cost or liability (including, without limitation, reasonable attorneys' fees) arising from use that is in violation of this Agreement, the Policies and Standards, or applicable law, unless caused solely by IHIN's or its agent's gross negligence, recklessness, or willful misconduct or omission.
- 3.7 Authorized Use.
- (a) IHIN authorizes Participant and IHIN's Authorized Personnel to access and use IHIN. Participant authorizes its Authorized Users and obtains a unique ID for each of its Authorized. Participant shall adopt and maintain reasonable security precautions for Participant's and its Authorized Users' IDs to prevent their disclosure to or use by unauthorized persons; the IHIN shall do the same with respect to IHIN's Authorized Personnel. Each Authorized User shall have and use the Participant ID assigned to them.
- (b) Participant may permit Participant's Authorized Users to access and use IHIN and the Services on behalf of Participant, subject to the terms of this Agreement. Participant shall:
- (i) Provide the appropriate level of access to the IHIN based on the role or function of the Authorized User in Participant's Workforce;
- (ii) Require that its Authorized Users agree to the same restrictions and conditions that apply to the Participant with respect to health information;

- (iii) Train all Authorized Users regarding the privacy, security and confidentiality requirements of this Agreement, the Policies and Standards, and applicable law relating to their access to and use of the IHIN and the Services. Participant shall be responsible for their compliance with such requirements;
- (iv) Take such disciplinary action as it may deem appropriate against any Authorized User who violates the confidentiality provisions of this Agreement or IHIN Policies and Standards; and
- (v) Promptly notify IHIN of the termination, revocation or restriction of employment or right of access of any Authorized User (or if the individual is not an employee, of the termination of the relationship with Participant which granted the individual access to IHIN).

3.8 Termination of Participant Access. Following written notice to a Participant and a period of sixty (60) days to cure (if such cure is possible) IHIN may terminate the Participant's access to the IHIN on a temporary or permanent basis for reasons including, without limitation, adverse audit findings related to Participant's or its Authorized Users' use of IHIN, breaches of the terms and conditions of this Agreement or IHIN Policies and Standards, default in payment of Participation Fees, privacy or security breaches, or failure to take reasonable remedial action when a Breach is discovered, including, without limitation: (i) failure to cooperate in mitigating damages, (ii) failure to appropriately discipline an Authorized User or other person under the Participant's control for security or privacy violations, or (iii) other actions that undermine the confidence of other participants in the effectiveness of IHIN safeguards. When terminating access, IHIN shall explain to Participant the basis and shall provide support for its action. A permanent termination of access shall be followed by termination of this Agreement. If this Agreement is terminated by IHIN pursuant to this subsection 3.10, Participant shall not be entitled to a refund of Services Fees for the unexpired term.

3.9 Professional Responsibility. Participant or authorized user shall be solely responsible for the medical, professional and technical services it provides. IHIN makes no representations concerning the completeness, accuracy or utility of any information in IHIN, or concerning the qualifications or competence of individuals who placed it there. IHIN has no liability for the consequences to Participant, authorized user or Participant's patients of Participant's use of IHIN or the Services.

3.10 Cooperation. IHIN and Participant and its authorized user shall reasonably cooperate with the reasonable audit and investigation of potential violations of law or the terms of this Agreement, including but not limited to compliance investigations and privacy and security breaches.

4. Making Information Available through the IHIN.

4.1 Accuracy and Format of Health Information. Participant shall use reasonable efforts to ensure that Participant's Shared Information:

- (a) Is current, accurate and (subject to any restrictions imposed by law or this Agreement, including Section 4.7) complete; and
- (b) Complies with any requirements of IHIN Policies and Standards as to format or content.

4.2 Use and Disclosure of Participant's Shared Information.

- (a) Participant authorizes IHIN to facilitate the exchange of Participant's Shared Protected Health Information to Other Participants for purposes of TPO and Public Health Activities, to the extent such exchange would be required or authorized by law if done by Participant.
- (b) IHIN may use and disclose Participant's Shared Protected Health Information for the proper management and administration of IHIN, and to carry out IHIN's legal responsibilities arising out of or related to the management and administration of IHIN. IHIN may also disclose Participant's Shared Protected Health Information for such purposes if the disclosure is required by law.

4.3 Disclosures.

- (a) Participant agrees that any disclosure through the IHIN pursuant to Section 4.2 (a) is a disclosure made by a Participant and not IHIN.
- (b) The IHIN agrees that any disclosure through the IHIN pursuant to Section 4.2 (b) is a disclosure made by IHIN and not the Participant.

4.4 Reliance on Representations. Participant acknowledges that in granting access to IHIN for the purposes as set forth in this Agreement, IHIN will rely on the assurances of all other Participants as to (i) their identity and credentials, (ii) the purposes for which they are accessing IHIN, and (iii) the nature and extent of the information to which they will have access. Participant acknowledges that, while IHIN will contain certain technical

safeguards against misuse of IHIN, it will rely to a substantial extent on the representations and undertakings of other Participants and their Authorized Users. Participant agrees that IHIN shall not be responsible for any unlawful access to or use of Participant's Shared Protected Health Information by any other Participants resulting from misrepresentation to IHIN, breach of their participation agreements, or violation of IHIN Policies and Standards, unless such unlawful access to or use of Participant's Shared Information is due to IHIN's or its agent's gross negligence, recklessness, or willful misconduct or omission.

- 4.5 Individuals' Rights. Participant is solely responsible for ensuring that Participant's Shared Information may properly be disclosed for the purposes set forth in this Agreement. In particular, Participant shall:
- (a) Obtain any necessary consents, authorizations or releases from individuals required by agreement or by law for making their health information available in IHIN; and
  - (b) Include such statements (if any) in Participant's notice of privacy practices as may be required in connection with Participant's use of IHIN.

Participant shall be solely responsible for affording individuals their rights with respect to Participant's Shared Protected Health Information, such as the rights of access and amendment, or requests for special restrictions on the use or disclosure of health information. The IHIN shall not accept or process any requests from individuals for the exercise of such rights. The Parties hereto agree that the Data submitted to IHIN under the Agreement is not a "Designated Record Set" for purposes of individuals' rights to access, inspect or amend "protected health information" about them under the HIPAA Privacy Rules.

- 4.6 Rights in Health Information. If Authorized User Data has been used or disclosed for public health reporting, Public Health Activities or TPO, it may thereafter be integrated into the records of the recipient. In no event shall the IHIN claim any rights with respect to the Authorized User Data, or take any action with respect to such data that is inconsistent with this Agreement.
5. Hardware and Software. Participant acknowledges that in order to access and use IHIN, it may be necessary for Participant to acquire, install, configure and maintain hardware, software and communications systems in order to connect to IHIN and comply with this Agreement. The parties acknowledge that the Participant will be responsible for all costs associated with any modifications to its internal systems to enable its connection to IHIN.



6. Policies and Standards. IHIN is solely responsible for development of IHIN Policies and Standards and may amend, or repeal and replace them at any time IHIN deems appropriate. The Policies and Standards, as amended from time to time, are incorporated herein by reference and made a part of this Agreement. IHIN shall notify Participant of any changes in the Policies and Standards at least thirty (30) days prior to the implementation of the change; if the change requires modifications to the Participant's system or may otherwise materially affect the Participant's operations or obligations under this Agreement, IHIN shall notify the Participant at least sixty (60) days prior to the implementation of the change. However, if the change is required in order for IHIN or Participant to comply with applicable laws or regulations IHIN may implement the change and provide notice to Participant within a shorter period of time that IHIN determines is appropriate under the circumstances. If Participant is unable or unwilling to comply with or implement the changes to such Policies and Standards, Participant may elect to suspend its use of IHIN, or terminate this Agreement and be released from all further obligations and liabilities pertaining to this Agreement except for those already accrued and those that survive termination hereunder.
7. Training Costs. Participant shall be solely responsible for the participation and costs of training Participant's personnel and authorized users related to IHIN and its use.
8. Fees and Charges.
  - 8.1 Service Fees. In consideration for IHIN providing Participant with the Services, Participant agrees to pay the Service Fees as specified in Exhibit D.
  - 8.2 Changes in Service Fees. IHIN shall notify, in writing, Participants of its intent to modify fees at least sixty (60) days prior to the implementation of the change.
  - 8.3 Payment. The Service Fees shall be due and payable to IHIN within thirty (30) days of invoice. Failure to pay the Service Fees within such time shall constitute a material breach of this Agreement.
  - 8.4 Taxes. All charges and fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and Participant agrees to pay any tax that IHIN may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and Services purchased under this Agreement.
  - 8.5 Other Charges. Participant is responsible for any charges Participant incurs to use IHIN, such as telephone and equipment charges, and fees charged by Participant's third-party vendors of products and services.



9. Confidential and Proprietary Information.
  - 9.1 Access to Confidential Information. Participant's employees, authorized users, agents, and subcontractors may have access to Confidential and Proprietary Information to the extent necessary to carry out responsibilities under this Agreement. Access shall be in accordance with this Agreement, IHIN Policies and Standards and applicable law.
  - 9.2 No Dissemination or Disclosure of Confidential and Proprietary Information. No Confidential and Proprietary Information collected, maintained, or used in the course of performance of this Agreement shall be disseminated by the Participant or IHIN either during the Term or thereafter except as expressly authorized by this Agreement or by law. Participant shall immediately report to IHIN any unauthorized disclosure of Confidential and Proprietary Information. Participant may be held civilly or criminally liable for improper disclosure of Confidential and Proprietary Information.
  - 9.3 Survives Termination. The parties' obligations under this section shall survive termination or expiration of this Agreement.
10. Warranty and Disclaimer
  - 10.2 Carrier Lines. Participant acknowledges that access to IHIN will be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond IHIN's control. IHIN assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the Carrier Lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the Carrier Lines. Use of the Carrier Lines is solely at Participant's risk and is subject to all applicable local, state, national, and international laws.
  - 10.3 **Disclaimer of Warranties. Other than as set forth in this section of the Agreement, IHIN is provided "as is" and "as available" without any warranty of any kind, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. IHIN disclaims any and all responsibilities for any act or omission taken or made by Participant in reliance on IHIN or the information in IHIN, including, without limitation, inaccurate or incomplete information.**

- 10.4 Other Participants. Participant acknowledges that other Participants have access to IHIN and are receiving the Services. Such other Participants have committed to comply with IHIN Policies and Standards concerning use of IHIN; however, the actions of such other Participants are beyond IHIN's control. Accordingly, IHIN shall have no responsibility or liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information in IHIN resulting from any participant's actions or failures to act, except when IHIN has been notified in writing of such a participant's actions or failures to act and has failed to take action to prevent further noncompliance with IHIN Policies and /standards by that Participant.
- 10.5 Unauthorized Access; Lost or Corrupt Data. IHIN is not responsible for unauthorized access to Participant's transmission facilities or equipment by individuals or entities using IHIN. IHIN is not responsible for unauthorized access to, or alteration, theft, or destruction of, Participant's data files, programs, procedures, or information through IHIN. Participant is solely responsible for validating the accuracy of all output and reports obtained through use of IHIN. Participant is responsible for making reasonable efforts to protect Participant's own data and programs from loss by implementing appropriate security measures, including routine backup procedures. Participant hereby waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from programming error, operator error, equipment or software malfunction, or any other cause unless such damages are caused by IHIN's or its agent's gross negligence, recklessness, or willful misconduct or omission. IHIN is not responsible for the content of any information transmitted or received through IHIN's provision of the Services.
- 10.6 Patient Care. Participant shall be solely responsible for all patient care decisions resulting from or involving the use of IHIN or the Services. Neither Participant nor any other person shall have any claim or cause of action against IHIN as a result of patient care rendered or withheld in connection with the use of IHIN or the Services.
11. Insurance. Participant agrees to obtain and maintain in full force and effect during the Term of this Agreement insurance or self-insurance to insure itself and its Workforce, authorized users, agents, and contractors for liability arising out of activities to be performed under, or in any manner related to, this Agreement. Such policy or policies shall be provided within ten (10) business days of written request by the other party.



## 12. Termination.

- 12.1 Termination without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.
- 12.2 Termination for Cause. IHIN shall have the right to terminate this Agreement for cause as provided in Section 3.8 of this Agreement. The Participant shall have the right to terminate this Agreement in the event of a material breach of this Agreement by IHIN which is not cured within sixty (60) days of delivery of notice of the breach; provided that, if the breach is capable of cure but not within sixty (60) days, this Agreement shall not be terminated as long as the IHIN commences to cure the breach within sixty (60) days, provides appropriate notice to participant, and diligently pursues the cure to completion.
- 12.3 Effect of Termination. Upon any termination of this Agreement with respect to a Participant, neither that party nor its Authorized Users have any rights to use IHIN and neither IHIN nor any of the other Participants may have any further access to Patient Data of that Participant through IHIN; provided that nothing in this Section requires the return by any other Participant of any Patient Data of a terminating Participant that was accessed prior to the termination. This section does not apply to the duty of a Participant that ceases operations to store, make arrangements to store, or make available to patients the Participant's Patient Data, which is subject to other law.
- 12.4 Survival Provisions. Any provision of this Agreement that contemplates or requires performance subsequent to any termination of this Agreement survives any termination of the Agreement, including Section(s) 3.4, 10,11 and this Section.
13. Applicable Law. This Agreement shall be governed by the laws of Iowa, without reference to the principles of Iowa law respecting conflicts of laws. Any action or other proceeding arising under or in connection with this Agreement, must be adjudicated exclusively in an Iowa District Court or a federal court in Iowa.
14. Assignment. The rights of either party under this Agreement may not be assigned or transferred by a party, either voluntarily or by operation of law, without the prior written consent of the other party, which that party may withhold in its sole discretion.
15. Force Majeure. Neither party shall be liable to the other for any delay or failure of performance of this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, riots, war, epidemics, strikes, lockouts, or labor troubles. Any fault, outage or failure in the telecommunications network procured and used by Participant shall be deemed to be outside the control of





IHIN.

16. Severability. Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.
17. Notices. Any and all notices required or permitted under this Agreement shall be considered to have been properly given when delivered if delivered in person; upon receipt if mailed by first class mail, postage, prepaid; within five (5) business days if mailed by certified or registered mail, return receipt requested; or within one (1) business day if delivered by commercial courier that can confirm delivery, and when addressed to the parties as specified in Exhibit B, or as the parties may otherwise specify in accordance with this provision.
18. Waiver. No term of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.
19. Complete Understanding. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement other than those contained or referenced in the Agreement. All amendments to this Agreement shall be in writing and signed by all parties.
20. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations. This Agreement is only intended to benefit IHIN and Participant.
21. Independent Contractors. The parties to this Agreement are separate and independent entities. Nothing in this Agreement may be construed or be considered to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent entities who have entered into this Agreement solely for the purposes provided.
22. Publicity. Except as otherwise provided in this Participation Agreement, neither party may use the name or logo (or any variant the name or logo) of the other party or any other Participant in any news or publicity release, policy recommendation, advertising, or any commercial communication in any form of media (whether written, electronic, video or otherwise), without the prior written consent of the other party or the other Participant. Notwithstanding the foregoing



provision of this Section, (i) IHIN may issue to the general press, trade press and industry participants announcements concerning this Participation Agreement including Participant's name and, at IHIN's discretion, a general description of its operations, any such description to be subject to the reasonable prior approval of Participant; (ii) Participant may issue to the general press, trade press and industry participants announcements concerning this Participation Agreement including IHIN's name and, at Participant's discretion, a general description of its operations, any such description to be subject to the reasonable prior approval of IHIN; and (iii) IHIN may identify Participant as a participant in the IHIN. The limitations set forth in this Section do not apply to any documents that either party may be required to provide to a federal, state, or local governmental agency.



Exhibit B – Primary Contacts Listing and Address for Notice

**Addresses for Notice**

Participant is required to provide information in the Contact fields below.

**Participant Primary Contact**

Name:  
Title:  
Organization:  
Address:  
City, State:  
Zip:  
Phone:  
E-mail:

**IHIN Address for Notice**

IHIN  
4601 Westtown Office Park Suite 140  
Des Moines Iowa 50266

**Other Participant Contacts**

**Billing Contact:** \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_

If different than Primary **(All invoices are sent via e-mail)**

**Technical Contact** \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Privacy Officer** \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Security Officer** \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_

(If different from Privacy Officer)



Exhibit C – Business Associate Agreement

**Iowa Health Information Network**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made and effective \_\_\_\_\_ (“Effective Date”) by and between Iowa Health Information Network (“Business Associate”) and \_\_\_\_\_ (“Covered Entity”) (each a “Party” and collectively the “Parties”).

**RECITALS**

A. Pursuant to Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, (“HIPAA”), the Department of Health and Human Services (“HHS”) has issued regulations at 45 C.F.R. Parts 160 and 164 (the HIPAA Security Rule, the HIPAA Privacy Rule, the HIPAA Enforcement Rule and the HIPAA Breach Notification Rule, referred to collectively herein as the “Regulations”) to protect the security, confidentiality and integrity of health information.

B. The Parties have entered into a Participation Agreement whereby Business Associate will provide Health Information Exchange services to Covered Entity (the “Participation Agreement”), and, pursuant to such Participation Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the Regulations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to the provisions of this Agreement in order to comply with the Regulations.

**I. Definitions**

The following terms are defined as set forth below. Any terms used but not otherwise defined in this Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.

- a. “Breach” shall have the meaning set forth in 45 C.F.R. § 164.402.

- b. “Designated Record Set” shall have the meaning set forth in 45 C.F.R. § 164.501 and shall include, but not be limited to, medical records and billing records about Individuals.
- c. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- d. “Protected Health Information” or “PHI” means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that Business Associate receives from Covered Entity or creates, receives, transmits or maintains on behalf of Covered Entity for purposes of performing the services under the Engagement. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to EPHI.
- e. “Secretary” shall mean the Secretary of the Department of Health and Human Services or their designee.
- f. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system. Notwithstanding the foregoing, the Parties acknowledge and agree that “Business Associate need not report all attempted but unsuccessful Security Incidents to Covered Entity, and that this Agreement constitutes notice to Covered Entity that such unsuccessful Security Incidents occur periodically. Unsuccessful Security Incidents include, but are not limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incidents do not result in actual unauthorized access, use, or disclosure of PHI.
- g. “Subcontractor” means a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate. This includes any arrangements whereby formal assurances for privacy and security of PHI are required.

Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form by Covered Entity to Business Associate, or is created, received, maintained or transmitted by Business Associate on Covered Entity’s behalf, will be subject to this Agreement. This Agreement will commence upon the Effective Date and will continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.

## II. Obligations and Activities of Business Associate

- a. Use and Disclosure. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate will not use or disclose PHI in a manner that would violate the Regulations if done by Covered Entity.
- b. Restrictions on Disclosures. Business Associate will comply with any requests for restrictions on certain disclosures of PHI, to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. In addition, Business Associate will permit an Individual to make a reasonable request that PHI relating to the Individual be supplied at alternative locations and/or by alternative means, or to make a request for restriction of the use and/or disclosure of PHI in accordance with 45 C.F.R. § 164.522, and Business Associate will provide notice of such requests to Covered Entity within seven (7) days. Business Associate agrees to comply with the requirements of 45 C.F.R. § 164.522(a)(vi) regarding requests for restriction on the disclosure of PHI to health plans for payment and health care operations purposes. Business Associate is prohibited from agreeing to any restriction on the use or disclosure of PHI or any alternative communication of PHI requested by an Individual without Covered Entity's prior written approval.
- c. Sale of PHI; Marketing; Fundraising; Research. Business Associate will not, except for payments from Covered Entity for services performed pursuant to this Agreement or the Participation Agreement, directly or indirectly receive remuneration, financial or otherwise, from or on behalf of the recipient in exchange for PHI. Business Associate will not use or disclose PHI for research or engage in any uses or disclosures that might be classified as marketing or fundraising without first obtaining prior written approval from Covered Entity.
- d. Minimum Necessary. Business Associate and Subcontractors, if any, will only request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure. Business Associate agrees, and it will ensure that its Subcontractors agree, to comply with Section 13405(b) of HITECH, any regulations issued thereunder or any guidance from the Secretary regarding what constitutes the definition of minimum necessary.
- e. HIPAA Security Rule. Business Associate will develop, implement, maintain and use appropriate safeguards, and comply with the Security Rule at Subpart C of 45 C.F.R. Part 164, with respect to EPHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- f. HIPAA Privacy Rule. Business Associate will comply with all requirements of the Privacy Rule at Subpart E of 45 C.F.R. Part 164 that apply to business associates.

- g. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- h. Subcontractors. In accordance with the requirements of the Regulations, Business Associate will ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, requirements and conditions that apply to Business Associate with respect to that PHI, including the provisions outlined in this Agreement. Notwithstanding anything else in this Agreement that may be construed to the contrary, Business Associate agrees that it will not permit any subcontractor that is located outside of the United States to create, receive, maintain or transmit any PHI, without first securing prior written approval from Covered Entity.
- i. Reports of Impermissible Use or Disclosure of PHI; Security Incident. Business Associate will report to Covered Entity any use or disclosure of PHI not provided for or permitted by this Agreement of which it becomes aware, or any Security Incident of EPHI of which it becomes aware, within five (5) days of the date on which Business Associate first discovers the use, disclosure or Security Incident. In addition to its other obligations under this Agreement, Business Associate will take prompt action to correct any Security Incident or use or disclosure of PHI not permitted under this Agreement and any action pertaining to such Security Incident or unauthorized use or disclosure as required by applicable federal or state laws and regulations. Business Associate will provide notification to the Covered Entity official designated in Section VIII(c) of this Agreement.
- j. Breaches of Unsecured PHI. Business Associate will report to Covered Entity any Breach of Unsecured PHI by Business Associate or any of its officers, directors, employees, Subcontractors or agents. All notifications of Breach of Unsecured PHI will be made by Business Associate to the Covered Entity official designated in Section VIII(c) of this Agreement. All notifications required under this Section will be made by Business Associate without unreasonable delay and in no event later than five (5) days of discovery. Business Associate will use the standard at 45 C.F.R. § 164.410(a) to determine when the Breach is treated as discovered. All notifications will comply with Business Associate's obligations under, and include the information specified in, 45 C.F.R. § 164.410 and include any other available information that Covered Entity is required to include in its notification to individuals pursuant to 45 C.F.R. § 164.404(c). In the event of a Breach that is caused by the acts or omissions of Business Associate, its Subcontractors, officers, directors, employees or agents, Business Associate will cooperate with Covered Entity to notify, (i) individuals whose Unsecured PHI has been, or is reasonably believed by Business Associate or Covered Entity to have been, accessed, acquired, used or

- disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach. Business Associate will cooperate in Covered Entity's Breach analysis process and procedures, if requested. Covered Entity will at all times have the final decision about the content of any notification required to be given under the Regulations and will be responsible for providing final notice including all costs of such final notice.
- k. Access. Business Associate will make available PHI in a Designated Record Set as necessary to satisfy Covered Entity obligations under 45 C.F.R. § 164.524 (access).
  - l. Amendment. Business Associate will make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526 (Amendment).
  - m. Accounting of Disclosures. Business Associate will maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528 (accountings).
  - n. Covered Entity's Obligations Under Privacy Rule. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
  - o. Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary for purposes of determining Covered Entity's compliance with the Regulations. Business Associate will notify Covered Entity regarding any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary, and upon request by Covered Entity, shall provide Covered Entity with a duplicate copy of such PHI.
  - p. Workforce. Business Associate will ensure that its workforce members, employees and agents are aware of and agree to the same restrictions which apply to Business Associate with respect to the PHI.
  - q. Compliance with HITECH. Business Associate will comply with all requirements of Title XIII, Subtitle D of HITECH which are applicable to business associates, and will comply with all regulations issued by the Secretary to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and regulations.



### III. Permitted Uses and Disclosures by Business Associate

- a. Required by Law. Business Associate may use or disclose PHI as Required by Law.
- b. To Carry Out Services Identified in Participation Agreement. Except as otherwise limited in this Agreement, for purposes of the services provided as part of the Participation Agreement, Business Associate may use or disclose PHI solely to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- c. Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, as provided in 45 C.F.R. § 164.504(e)(4). In addition, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required by Law or Business Associate obtains, prior to the disclosure, reasonable assurances from the person to whom it is disclosed that such PHI will be held secure and confidential as provided pursuant to this Agreement and only disclosed as Required by Law or for the purposes for which it was disclosed to the third party, and that any breaches of confidentiality of the PHI which becomes known to such third party will be immediately reported to Business Associate.
- d. Data Aggregation. Business Associate may use PHI to provide data aggregation services related to the health care operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. De-Identification. Business Associate may use PHI to create information that is de-identified. Any such de-identification by Business Associate will be done in compliance with 45 C.F.R. § 164.514(b).

### IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. Notice of Privacy Practices. Covered Entity will provide Business Associate, to the extent this may affect Business Associate's use or disclosure of PHI.
- b. Revocation of Permission. Covered Entity will provide Business Associate with any changes in or revocation of permission by an Individual to use or disclose PHI to the extent such changes may affect Business Associate's permitted or required uses and disclosures.

- c. Restrictions on Use and Disclosure. Covered Entity will notify Business Associate of any material restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restrictions may affect Business Associate's use and disclosure of PHI.

## V. Obligations of the Covered Entity

Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Regulations if done by Covered Entity.

## VI. Termination

- a. Termination for Cause by Covered Entity. Notwithstanding any contrary termination provision of any other agreement between the Parties, Covered Entity is authorized to terminate this Agreement and the Participation Agreement as described in this Section if Covered Entity determines that Business Associate has violated a material term of this Agreement. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity will provide written notice of such breach to Business Associate and provide sufficient opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, then Covered Entity may immediately terminate this Agreement; or Covered Entity may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.
- b. Termination for Cause by Business Associate. If the Business Associate makes the determination that a material term of performance has changed under Participation Agreement or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days written notice of its intention to terminate this Agreement and the Services Agreement. Business Associate agrees, however, to in good faith cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to termination.
- c. Effect of Termination.
  1. Except as provided in paragraph 2 of this section, upon termination of the Participation Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity. This provision will apply to PHI that is in the possession of Subcontractors of Business Associate and Business Associate will ensure compliance with

this requirement by its Subcontractors. Neither Business Associate nor Subcontractors will retain any copies of PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

## **VII. Indemnification**

Business Associate will defend, hold harmless and indemnify Covered Entity against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by Covered Entity that arises out of, or in connection with, Business Associate's default under or knowing failure to perform any contractual or other obligation, commitment or undertaking under this Agreement, or the actual negligence of Business Associate or its Subcontractors, employees, agents, or representatives in the discharge of its or their responsibilities, or any other act or omission of Business Associate or its Subcontractors, employees, agents or representatives. This provision will survive termination of the Agreement with respect to any claim, action, or proceeding by a third party that relates to acts or omissions occurring during the term of this Agreement.

## **VIII. Miscellaneous**

- a. Survival. The respective rights and obligations of Business Associate and Covered Entity under Sections II, VI, VII, and VIII of this Agreement will survive the termination of this Agreement.
- b. Notification. Except as otherwise agreed to in this Agreement, any notice required or permitted under this Agreement will be given in writing and delivered personally or sent by certified mail, return receipt requested, or by reputable overnight delivery service, such as Federal Express, to the following addresses:



**Covered Entity**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Associate**

Iowa Health Information Network  
Veridian Building  
Three Fountains Office Park  
4601 Westown Parkway Suite 140  
West Des Moines Iowa 50266

Such addresses may be changed by either Party by written advice as to the new address given as above provided.

- c. Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Regulations, and HITECH. In the event of any inconsistency between the provisions of this Agreement, the Engagement and the Regulations, the Regulations will control.
- d. No Third-Party Beneficiaries. This Agreement is intended for the sole benefit of the Business Associate and Covered Entity and does not create any third-party beneficiary rights.
- e. Waiver. No waiver or discharge of any liability or obligation hereunder by Covered Entity on any one or more occasions will be deemed a waiver of any continuing or other liabilities or obligations; nor will they prohibit enforcement by Covered Entity of any liabilities or obligations on any other occasions.
- f. Unenforceability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event Covered Entity believes in good faith that any provision of the Agreement fails to comply with the then-current requirements of HIPAA, the Regulations, and other applicable law, including but not limited to HITECH and all regulations promulgated thereunder, Covered Entity will notify Business Associate in writing. For a period of up to thirty (30) days, the Parties will address in good faith such concern and will amend the terms of this Agreement if necessary to bring it into compliance. If after such thirty (30) day period Covered Entity believes that this Agreement fails to comply with HIPAA, the Regulations, and other applicable law, including but not limited to HITECH and all regulations promulgated thereunder, then Covered Entity has the right to terminate this Agreement upon written notice to Business Associate.
- g. Independent Contractors. Business Associate is not the agent of Covered Entity and Covered Entity does not control, supervise or instruct Business Associates or any Subcontractors. The Parties are independent contractors

and nothing in this Agreement will be deemed to make them partners or joint ventures or make Business Associate an agent of Covered Entity.

- h. No Assignment. Business Associate may not assign its rights, nor may it delegate any of its obligations, under this Agreement, without the express written consent of Covered Entity.
- i. Entire Agreement. This Agreement is the entire agreement of the Parties related to its subject matter and supersedes all prior agreements between the Parties that were designated or qualified as business associate agreements and replaces all previous drafts, understandings and communications.
- j. Remedies. Business Associate acknowledges and agrees that any breach of this Agreement by Business Associate may cause irreparable harm to Covered Entity, the amount of which may be difficult to ascertain. Business Associate agrees that Covered Entity may seek any legal remedy, including injunctive or specific performance for such harm, without bond, security or necessity of demonstrating actual damages. Such right of Covered Entity is in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate.
- k. Applicable Law. This Agreement shall be governed by the laws of Iowa, without reference to the principles of Iowa law respecting conflicts of laws. Any action or other proceeding arising under or in connection with this Agreement, must be adjudicated exclusively in an Iowa District Court or a federal court in Iowa.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the Effective Date.

**COVERED ENTITY:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BUSINESS ASSOCIATE:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Created June 2017

Updated February 2018



Exhibit D – Service Fees

Please enter the number of facilities for each participant type and multiply by the Annual Fee, calculate the sub-total for each participant type, and add all subtotals together for the Grand Total.

**Hospital Fees**

# of Facilities	AHA reported Net Patient Revenue	Annual Fee	Total
	Under \$15M Annually	\$5,000	
	\$15M - Under \$25M Annually	\$7,500	
	\$25M - Under \$50M Annually	\$10,000	
	\$50M - Under \$100M Annually	\$20,000	
	\$100M - Under \$150M Annually	\$30,000	
	\$150M - Under \$250M Annually	\$45,000	
	\$250M - Under \$500M Annually	\$60,000	
	\$500M - Under \$750M Annually	\$80,000	
	Over \$750M Annually	\$100,000	
Minus Group Rate Adjustment*			
<b>Sub-Total</b>			



**Provider Practice Fees**

<b># of Facilities</b>	<b>Number of Providers within the Facility</b>	<b>Annual Fee</b>	<b>Total</b>
	FQHC/RHC	\$500	
	1 - 5 Providers	\$500	
	6 - 10 Providers	\$1,000	
	11 - 20 Providers	\$1,500	
	21 - 30 Providers	\$2,000	
	31 - 60 Providers	\$2,500	
	61 - 90 Providers	\$3,000	
	Over 90 Providers	\$4,000	
	<b>Sub-Total</b>		

**Pharmacy Fees**

<b># of Facilities</b>	<b>Type</b>	<b>Annual Fee</b>	<b>Total</b>
	Independent	\$1,000	
	Chain (1 - 15 Locations)	\$5,000	
	Chain (16 or More Locations)	\$10,000	
	<b>Sub-Total</b>		





### Laboratory Fees

# of Facilities	Laboratory Type	Annual Fee	Total
	Independent	\$1,000	
	Affiliated (one fee per group)	\$5,000	
<b>Sub-Total</b>			

### Long-Term Care, Assisted Living

# of Facilities	Number of Beds within the Facility	Annual Fee	Total
	Up to 50 Beds	\$500	
	51 - 100 Beds	\$750	
	101 - 150 Beds	\$1,250	
	151 - 200 Beds	\$1,750	
	201 - 300 Beds	\$2,250	
	301 - 400 Beds	\$2,750	
	Over 400 Beds	\$3,000	
<b>Sub-Total</b>			



### Home Health, Behavioral Health, Therapy Fees

# of Facilities	Number of Providers	Annual Fee	Total
	1 - 5 Providers	\$500	
	6 - 10 Providers	\$750	
	11 - 20 Providers	\$1,250	
	21 - 30 Providers	\$1,750	
	31 - 60 Providers	\$2,250	
	61 - 90 Providers	\$2,750	
	Over 90 Providers	\$3,000	
<b>Sub-Total</b>			

### Local Public Health Agencies

# of Agencies	Type	Annual Fee	Total
	Rural	\$250	
	Micro-politan	\$500	
	Urban/Metropolitan	\$750	
<b>Sub-Total</b>			
<b>Grand Total</b>			



### Exhibit E – IHIN Core Services

IHIN reserves the right to amend, terminate, or add additional HIE services at any time. The availability of IHIN Services to individual Participants depends on various factors, including the technical capabilities of IHIN and your organization. Please contact IHIN staff at [info@ihin.org](mailto:info@ihin.org) to find out more information about our offerings and refer to the IHIN website for a list of updated IHIN Services at <https://www.ihin.org/>

Service	Description
Direct Secure Messaging (DSM) - Web-based and XDR	IHIN will provide Authorized Users with an ONC-compliant (Direct Trust-certified) Direct Secure Messaging service, if desired. Each Authorized User will be provided with a unique address assigned in the IHIN Direct domain. IHIN will maintain a Provider Directory Address Book of Direct Addresses for IHIN DSM Participants.
Clinical Portal/Query-based Exchange	IHIN will provide Authorized Users access to the Clinical Portal. This Clinical Portal can be used to view the longitudinal patient record, set alerts and notifications, and to access other IHIN Services.
Alerts and Notifications	The IHIN Notifications tool distributes relevant alerts and clinical information about pre-defined events such as hospital admissions, discharges, or finalized laboratory results available for review. As new event messages flow through the IHIN HIE, they generate real-time notifications for delivery to concerned users. This is in addition to IHIN SWAN Notifications, which are considered to be a value-add service.
eHealth Exchange	When available, IHIN will enable Participants to query the eHealth Exchange participants through the Clinical Portal. Approved eHealth Exchange participants will be able to query the IHIN, as well.
Iowa Registries	When available, IHIN will provide one way or bi-directional integration through a common IHIN interface with Iowa Department of Public Health Registries.
Electronic Lab Reporting	Participants can send electronic laboratory reports identifying required reportable



	diseases and conditions to the Iowa Department of Public Health.
Training	IHIN offers training for Clinical Portal, DSM, and other HIE Services, as determined by IHIN.