

AUG 3 2006

Aug 15, 2006



## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals; attach original contract.
5. Attach additional pages if necessary.

2493

1. EDS Number: A70-6-7382	2. Date prepared: 7/27/2006
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## 3. CONTRACTS &amp; LEASES

— Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
— Grant	— Maintenance
— Lease	— License Agreement
— Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
— MOU	— Renewal # _____
— QPA	— Other _____

## FISCAL INFORMATION

4. Account Number: 3610-10320.530900	5. Account Name: BIOTERRORISM PREPARE &
6. Total amount this action: \$75,000.00	7. New contract total: \$150,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:			
Year 2005	\$ 75,000.00	Year	\$ _____
Year 2006	\$ 75,000.00	Year	\$ _____

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2005	12. To (month, day, year): 8/30/2007
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Special Procurement	

## AGENCY INFORMATION

14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	

## AGENCY CONTACT INFORMATION

17. Name: Joe Hunt	18. Telephone #: 317/233-7524
19. E-mail address: jhunt@isdh.in.gov	

## COURIER INFORMATION

20. Name: Steve Martin	21. Telephone #: 317-233-7573
22. E-mail address: smartin@isdh.in.gov	

## VENDOR INFORMATION

23 Vendor ID # 0000076969	
24. Name: INDIANA HEALTH INFORMATION EXCHANGE INC	25. Telephone #: 317-278-4719
26. Address: 351 W 10TH ST STE 252 INDIANAPOLIS, IN 46202	
27. E-mail address: tom.penno@ihie.com	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications systems(s)? ☒ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
IC 16-41-2

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

The contract is for electronic clinical messaging to provide efficient, secure communication of health data, including laboratory reports from the ISDH to hospitals and health care providers. The provision will also assist in communicating critical data related to possible bioterrorism or chemical terrorism events.

38. Justification of vendor selection and determination of price reasonableness:

The Indiana Information Exchange is a partnership of the key stakeholders with which the ISDH will share data. These partners are planning to use DOCS4DOCS as the primary method for the secure, electronic sharing of medical and health care information. The ISDH cannot afford to establish its own clinical messaging system.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

**Amendment No. 1**  
**EDS Number A70-6-7382**

This is an Amendment to the existing Contract entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **Indiana Health Information Exchange, Inc.** (hereinafter referred to as the "Contractor") for the period from August 8<sup>th</sup>, 2005 through August 7<sup>th</sup>, 2006, in the amount of \$75,000.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The amount of the Contract is being increased by \$75,000 making the new total of the Contract \$150,000. The additional funds will be used to purchase an additional one-year subscription for one (1) Source System interface stream. The expiration date of this Contract is being extended to August 30, 2007.

The following paragraphs have been added to the Addendum portion of this Contract:

**Additional Payment Terms**

All accounts will be closed sixty (60) days after the end of the Contract period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**Federal Funding Information**

- |  |  |
|--|--|
| a) C.F.D.A. Title - Centers for Disease Control and Prevention - Investigations and Technical Assistance | d) Award No. U90/CCU517024-06  |
| b) C.F.D.A No. 93.283  | e) Award Year - 8/31/05 through 8/30/06  |
| c) Award Name - Public Health Preparedness and Emergency Response  | f) Federal Agency - Department of Health & Human Services; Public Health Service, Centers for Disease Control and Prevention |

In contracts funded by the United States Department of Health and Human Services, the Contractor agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96, where applicable.

## **Federal Funds Disclosure Requirements**

The Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by contract funds, they will clearly state a) the percentage of the total costs of the program or project which will be financed with federal money, b) the dollar amount of federal funds for the project or program, and c) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

## **Federal Lobbying Requirements**

A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

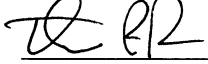
## **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**The rest of this page has been left blank intentionally.**

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

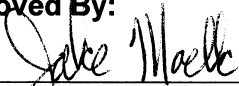
**Accepted By:**



THOMAS P. PENNO  
CHIEF OPERATING OFFICER  
INDIANA HEALTH INFORMATION EXCHANGE, INC.

DATE: July 27, 2006

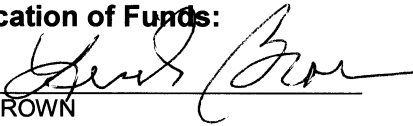
**Approved By:**



JAKE MOELK  
CHIEF INFORMATION OFFICER  
INFORMATION TECHNOLOGY SERVICES  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 7/27/06

**Certification of Funds:**



LINDA BROWN  
DIRECTOR  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 7/28/06

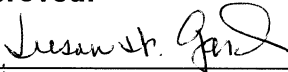
**Recommended and Approved By:**



SUE UHL, J.D.  
DEPUTY STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 7 27 06

**Approved:**



CARRIE HENDERSON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 8-13-06

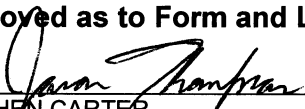
**Approved:**



KARL BROWNING  
CHIEF INFORMATION OFFICER  
INDIANA OFFICE OF TECHNOLOGY

DATE: 15-Aug-2006

**Approved as to Form and Legality:**



STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 8/23/06

**Approved:**



CHARLES SCHALLIOL, DIRECTOR  
OFFICE OF MANAGEMENT and BUDGET  
STATE OF INDIANA

DATE: 8/2/06

JUL 15 2005

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

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2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

BW  
9/2

AGENCY INFORMATION	
14. Name of agency: Indiana State Department of Health	15. Requisition Number:
16. Address: 2 North Meridian Street Indianapolis, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Joe Hunt	18. Telephone #: 233.7524
19. E-mail address	
COURIER INFORMATION	
20. Name:	21. Telephone #:
22. E-mail address:	
VENDOR INFORMATION	
23. Taxpayer Identification Number: 36-4550324	
24. Name: Indiana Health Information Exchange, Inc.	25. Telephone: 317.278.4719
26. Address: c/o IURTC Emerging Technologies Center 351 West 10 <sup>th</sup> Street Indianapolis, IN 46202 Attn: Chief Executive Officer	
27. E-mail address: tom.penno@ihie.com	
28. Is the vendor registered with the Secretary of State? ( <i>Out of State Corporations, must be registered</i> ) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
35. Will the attached document involve data processing or telecommunications systems(s)? <input checked="" type="checkbox"/> Yes: ITOC or Delegate has signed off on contract: Have discussed with ITOC analyst	
36. Statutory Authority ( <i>Cite applicable Indiana or Federal Codes</i> ): IC 16-41-2	
37. Description of work and justification for spending money. ( <i>Please give a brief description of the scope of work included in this agreement</i> ) The contract is for electronic clinical messaging to provide efficient, secure communication of health data, including laboratory reports from the ISDH to hospitals and health care providers. The provision will also assist in communicating critical data related to possible bioterrorism or chemical terrorism events.	
38. Justification of vendor selection and determination of price reasonableness: The Indiana Health Information Exchange is a partnership of the key stakeholders with which the ISDH will share data. These partners are planning to use DOCS4DOCS as the primary method for the secure, electronic sharing of medical and health care information. The ISDH cannot afford to establish its own clinical messaging system.	
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44. Attorney General's Office approval	45. Date Approved
46. Agency representative receiving from AG	47. Date Approved

RECEIVED

JUL 21 2005

OAG CONTRACTS

State

JUL 15 2005

Budget Agency

Received

JUL 18 2005

IDOA Contracts



**INDIANA HEALTH INFORMATION EXCHANGE, INC.  
CLINICAL MESSAGING SUBSCRIPTION AGREEMENT**

THIS CLINICAL MESSAGING SUBSCRIPTION AGREEMENT (this "Agreement") is entered into effective as of \_\_\_\_\_, 2005 (the "Effective Date"), by and between Indiana Health Information Exchange, Inc., an Indiana nonprofit corporation ("IHIE"), and the Indiana State Department of Health ("Subscriber").

**Recitals**

1. IHIE is developing and will operate "The Indiana Health Information Exchange," a private, electronic health information network designed to provide a cost-effective, shared networking infrastructure for the Indiana healthcare community (the "Network");
2. The first application IHIE intends to offer over its Network is a clinical messaging system (the "System");
3. IHIE desires to contract with certain hospitals, hospital systems and other healthcare services providers to be Healthcare Data Providers for the System;
4. Healthcare Data Providers will supply Healthcare Data to the Network for access by authorized System Users;
5. IHIE will store Subscriber's Healthcare Data in a secure, electronic format and will use and disclose Subscriber's Healthcare Data only as permitted in this Agreement; and
6. Subscriber desires to subscribe to the System.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations stated below, including, but not limited to, the fees payable by Subscriber to IHIE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subscriber and IHIE agree as follows:

1. Definitions. When used and capitalized in this Agreement, including the foregoing recitals and the exhibits and schedules attached to this Agreement, the following terms shall have the meanings assigned to them below and include the plural as well as the singular.

- 1.1. "Addressee" means the intended recipient of a Clinical Result transmitted to the System by one of Subscriber's Source Systems. An "Addressee" may or may not be an Eligible User.
- 1.2. "De-Identified Healthcare Data" means all Healthcare Data received by IHIE that is analyzed, summarized or otherwise compiled in a manner that does not permit identification of any patient or provider and has been de-identified in accordance with 45 C.F.R. §164.514(b).

- 1.3. "Clinical Inbox" means a software application database view that enables a System User to access and view Clinical Results using the System.
- 1.4. "Clinical Messaging Steering Committee" means the clinical messaging steering committee appointed by IHIE's Board of Directors, which shall evaluate the System's operations and, from time to time, recommend policies and procedures for operation of the System to IHIE's Board of Directors.
- 1.5. "Clinical Results" means the results, interpretations, summarizations or abstracts resulting from any healthcare interaction (including but not limited to laboratory results, radiology reports, dictated notes, face sheets, or other reports or e-mails of a clinical and/or administrative nature) that are generated by Healthcare Data Providers.
- 1.6. "Directory" means the electronic directory of information about Eligible Users maintained by IHIE.
- 1.7. "Eligible User" means an individual or physician practice that is listed in the Directory and, therefore, eligible to enter into a System User Agreement with IHIE to access Clinical Results electronically using the System, but that has not entered into a System User Agreement. "Eligible Users" may receive Clinical Results from the System via fax.
- 1.8. "Healthcare Data" or "Data" means all PHI transmitted or received by Healthcare Data Providers or Eligible Users using the System, which is stored on the Network as provided in this Agreement.
- 1.9. "Healthcare Data Providers" means Subscriber and other hospitals, hospital systems, laboratories, public health agencies, free-standing clinics, transcription services, nursing homes and other entities that enter into a Subscription Agreement with IHIE to participate in the System.
- 1.10. "HL7" means the messaging standards for health data interchange, integration, storage and retrieval published by Health Level Seven, Inc.
- 1.11. "Implementation Plan" means the development and implementation schedule set forth in Exhibit B attached to this Agreement.
- 1.12. "Limited Data Set" means PHI that excludes all direct identifiers of an individual who is the subject of the PHI, or of all relatives, employers, or household members of the individual that are required to be removed pursuant to 45 CFR § 164.514(e)
- 1.13. "Licensed Software" means the DOCS4DOCS<sup>®</sup> software licensed by IHIE from Regenstrief Institute, Inc.
- 1.14. "Network" means the secure, private, electronic health information network operated by IHIE, which includes the System.

- 1.15. "PHI" means "protected health information," as that term is defined by the Privacy Rule.
- 1.16. "Prime Rate" means the prime rate as published as of the applicable payment due date in the "Money Rates" column (or any successor to such column) in *The Wall Street Journal*; provided that, if *The Wall Street Journal* ceases publication of such rate, the Prime Rate shall mean the rate of interest publicly announced as of as of the applicable payment due date by Bank One, N.A., Indianapolis, Indiana, or its successor, as its prime rate.
- 1.17. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
- 1.18. "Security Rule" means the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- 1.19. "Source System" means the particular information system generating the Data within a particular Healthcare Data Provider (for example, the system for the radiology department of a particular hospital).
- 1.20. "Specifications" means the information that describes the capabilities and functionality of the System, as set forth in Exhibit C attached to this Agreement.
- 1.21. "System" means IHIE's clinical messaging system, which is a part of the Network.
- 1.22. "System User" means an individual or physician practice that has entered into a System User Agreement with IHIE to access Clinical Results electronically using the System.



2. Clinical Messaging. IHIE shall provide to Subscriber the services described in Exhibit A for Subscriber's Source Systems. To the extent possible and when appropriate, Subscriber will use the System for all of its clinical messaging activities.

3. Development and Implementation Schedule. IHIE and Subscriber agree to make good faith efforts to adhere to the Implementation Plan. The parties understand that a project of this complexity and magnitude, coupled with many unknowns, may require adjustments to the Implementation Plan. The parties acknowledge that time is of the essence in implementing this Agreement, and that they shall diligently work together to solve problems and to convey information about design and technical matters in an expeditious manner to facilitate the progress of the project.

4. Coordination. The parties acknowledge that there will be a significant amount of communication and cooperation needed to meet the development and implementation schedule described in Section 3, and that there will be information needed by IHIE and its subcontractors in order to complete the System interfaces with Subscriber. Accordingly, Subscriber agrees to provide promptly any information reasonably requested by IHIE or its subcontractors.

5. Delays. Any one or more of the following delays may impact the Implementation Plan, and the parties agree to adjust the Implementation Plan accordingly based upon any such delays:

- 5.1. Delays in delivery of IHIE's hardware;
- 5.2. Delays in availability of communications lines;
- 5.3. Failure of IHIE's hardware or communications lines for an extended period of time;
- 5.4. Failure of power or HVAC for an extended period of time;
- 5.5. Changes to the Specifications approved by IHIE and the Clinical Messaging Steering Committee; or
- 5.6. Other delays beyond the control of IHIE.

6. Term. Subject to the provisions for termination set forth in this Agreement, the term of this Agreement shall commence on the date of final State acceptance or IHIE's completion of System acceptance testing, whichever is later, and shall terminate twelve (12) months thereafter.

7. Eligible Users and System Users.

- 7.1. Unless and until IHIE enables System Users to access the System using IHIE's web portal, which has not yet been developed, System Users must have access to the web portal of at least one Healthcare Data Provider.
- 7.2. Within forty-five (45) days following the Effective Date, Subscriber shall provide IHIE with accurate information, in a format and with information designated by IHIE, for all individuals and physician practices (if Subscriber issues physician

practice user names) that Subscriber desires to have included in the Directory. Subscriber may amend this list from time to time by providing electronic notice to IHIE. IHIE will process and enter Directory changes submitted by Subscriber within two (2) business days of receiving changes by e-mail and within one (1) business day of receiving changes entered by Subscriber using the System's user address update feature. For each individual and physician practice that Subscriber desires to have included in the Directory, Subscriber shall provide, as applicable, the following identifying information:

- (a) individual's or physician practice's name;
- (b) Subscriber's identification number for the individual or physician practice;
- (c) individual's group affiliation;
- (d) individual's medical specialty;
- (e) individual's or physician practice's office address;
- (f) individual's or physician practice's office phone numbers; and
- (g) individual's or physician practice's office fax numbers to which Clinical Results may be faxed.

Upon approval by IHIE, as applicable, each such individual and physician practice will be added to the Directory and become an Eligible User.

7.3. Except as specifically provided in this Agreement, neither Subscriber nor System Users have a right to access the System databases or to copy or download Data from System databases.

7.4. IHIE reserves the right to deny Network access to any System User who does not agree to comply with, or following such agreement fails to comply with, IHIE's policies and procedures, as amended from time to time by IHIE.

8. Representations and Warranties of IHIE. IHIE represents and warrants that:

8.1. It has all requisite corporate power and authority to execute, and to perform its obligations under, this Agreement.

8.2. It will use good faith, commercially reasonable efforts to perform all of its obligations under this Agreement.

9. Representations and Warranties of Subscriber. Subscriber represents and warrants that:

9.1. It has all requisite power and authority to execute, and to perform its obligations under, this Agreement.

- 9.2. It will use good faith, commercially reasonable efforts to perform all of its obligations under this Agreement.

10. IHIE's Obligations and Other Agreements. In addition to its other obligations and agreements set forth in this Agreement, including but not limited to those set forth in Exhibit A, IHIE is responsible for delivering to Eligible Users (designated by Subscriber) HL7 messages transmitted to the Network by Subscriber's Source Systems, provided that such messages have been appropriately formatted and addressed, as described in more detail in Section 11.

11. Subscriber's Obligations and Other Agreements. In addition to its other obligations and agreements set forth in this Agreement, Subscriber agrees to the following:

- 11.1. Subscriber shall be responsible for providing, installing and maintaining, at its expense, all equipment, software, facilities and connections, including but not limited to communication lines and encryption devices, necessary to provide Subscriber secure access to the Network, all of which shall comply with standards and specifications established by the Clinical Messaging Steering Committee.
- 11.2. Subscriber shall cooperate with IHIE and its subcontractors in the development of Subscriber's System interfaces, including, but not limited to, providing technical information about Subscriber's HL7 messages and how its systems work, as well as sample data flows, upon request. Subscriber shall also assist and cooperate with IHIE and its subcontractors in testing Subscriber's interfaces with the Network and other components as needed.
- 11.3. Subscriber shall arrange for at least one individual from each Subscriber Source System that will be sending HL7 messages to be reasonably available on a regular basis for technical HL7 message questions.
- 11.4. Subscriber shall ensure that all HL7 messages transmitted by Subscriber's Source Systems provide all the data required for display and delivery. This includes physician ID's within the appropriate HL7 segments (not embedded in text results), as well as displayable text for names of coded items, such as battery and test names.
- 11.5. Subscriber shall provide a master file (from each Subscriber Source System) that contains test names, descriptions of the tests, and their attributes and provide updates regularly to the master file. Since many reports have headers created from the patient and clinician information in the HL7 message, Subscriber shall provide examples of each report. Subscriber acknowledges that any information that now appears on a report that is not part of the HL7 message cannot be displayed. Subscriber understands that errors within the HL7 message received by IHIE from Subscriber's Source Systems are not the fault of IHIE or its subcontractors and may adversely affect the accuracy of Clinical Results.
- 11.6. Subscriber shall supply IHIE with a list of physician names and IDs for each unique set of physician IDs associated with a given HL7 message type, which shall be provided in electronic format in text, tab delimited or comma separated

format (not in Excel spreadsheet format), and Subscriber shall provide updates monthly (and at other times requested by IHIE) to this list. The list should contain as much information as possible from the Source System about the provider (such as specialty, date registered, DEA number, license number), but must contain the following specific data at a minimum: provider number, physician name, mailing address, telephone number, secure fax number suitable for delivery of Clinical Results, and current delivery method (fax or online). These lists must contain all physician identification numbers that will be sent in the HL7 message. Without this information, Data cannot be delivered by IHIE. Subscriber acknowledges that errors in the physician information supplied are not the fault of IHIE or its subcontractors. Subscriber agrees to conform its data submissions to any standards developed by IHIE from time to time.

- 11.7. Subscriber shall provide security authentication of System Users accessing the System through Subscriber's web portal or, if this is not feasible for Subscriber, shall work with IHIE to reach a mutually acceptable alternative solution.
- 11.8. Subscriber shall, when possible, provide at least fourteen (14) days' prior written notice to IHIE concerning the times when any of Subscriber's Source Systems are scheduled to be unavailable, and shall provide written notice as promptly as possible when any of Subscriber's Source Systems otherwise are or will be unavailable.
- 11.9. Subscriber shall, when possible, notify IHIE at least fourteen (14) days in advance of any planned server, network, application, interface or HL7 modification that might affect Subscriber's Healthcare Data feeds to the Network. Upon IHIE's request, Subscriber shall include IHIE and/or its subcontractors in pre-change testing and backout planning.
- 11.10. Subscriber shall be solely responsible for the accuracy, interpretation, medical judgment and contents, as applicable, of Healthcare Data transmitted through the System by Subscriber. Subscriber acknowledges and agrees that neither IHIE nor its subcontractors is responsible for editing or revising any Data transmitted by Subscriber.
- 11.11. Subscriber will closely monitor all Subscriber transmission activity and connection server functions and will notify IHIE as soon as possible after identification of a problem or potential problem with any aspect of the flow of Clinical Results.
- 11.12. Subscriber shall develop and maintain backup procedures to be used in the event of a failure of the System to deliver Clinical Results. Subscriber acknowledges receipt of IHIE's recommended backup procedures, which are set forth in Exhibit F to this Agreement, and agrees that it is solely responsible for implementing any such backup procedures, as determined necessary by Subscriber.

- 11.13. Subscriber retains sole responsibility for notifying Addressees timely of any stat, urgent or life threatening Clinical Results according to Subscriber's own policies and procedures, and Subscriber agrees that it will not rely upon the System's Clinical Results delivery functions for delivery of such notices.
- 11.14. Subscriber is responsible for providing a help desk to respond to questions, other than questions related to the Licensed Software (which, as provided in Exhibit A shall be handled by IHIE's primary help desk), and for dispatching reported problems with the Network or the Licensed Software to IHIE's help desk. All Network problems must be reported to IHIE or its designee by Subscriber for the appropriate corrective action to be initiated. Prior to requesting support from IHIE, however, Subscriber shall use commercially reasonable efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any potential trouble with the Network is a result of Subscriber's equipment, software, facilities or connections.
- 11.15. Subscriber is responsible for analysis of, correcting and resending all messages that are routed to Subscriber's error database. Subscriber is also responsible for taking any necessary corrective action for electronic Clinical Results returned from Eligible Users as "not my patient" or any similar designation.
- 11.16. Subscriber shall be solely responsible for (a) monitoring, limiting and controlling the uses of Healthcare Data from the Network by its employees and agents and (b) for Subscriber's and its employees and agents compliance with all applicable federal, state and local laws, rules and regulations. Subscriber shall develop, implement, continuously monitor and enforce policies and procedures to ensure compliance with all applicable federal, state and local laws, rules and regulations concerning data input, confidentiality, privacy, security, integrity, access to data, and prevention of data corruption, misuse and/or destruction, including, but not limited to, compliance with the Privacy Rule and the Security Rule.
- 11.17. Subscriber shall utilize any software or hardware provided to it or made accessible by IHIE only in accordance with the terms and conditions of any licensing agreements or other terms or conditions provided by IHIE to Subscriber for such software or hardware.
- 11.18. Subscriber shall comply with all reasonable policies and procedures adopted from time to time by IHIE, including, but not limited to, operating and maintenance policies and procedures. Subscriber shall also cooperate with and assist IHIE and its designees in connection with any security audits performed for the System or the Network.
- 11.19. Subscriber will permit IHIE and its designees reasonable access (in connection with maintenance of or troubleshooting issues related to the Network) to Subscriber's premises, equipment and software, provided that such access is conducted in accordance with Subscriber's normal security procedures.

11.20. Upon the execution of this Agreement, Subscriber shall designate a Senior Network Implementation Manager on Exhibit D attached to this Agreement as the principal point of contact between IHIE and Subscriber. IHIE will work with the designated Senior Network Implementation Manager named by Subscriber to develop a plan and schedule for the implementation of IHIE services for Subscriber.

11.21. When possible and appropriate, Subscriber agrees to participate in research studies that may be conducted from time to time by IHIE or its designees related to clinical messaging.

12. Service Fees. Subscriber shall pay to IHIE service fees, as described in Exhibit E, for the number of Source System interface streams designated in Exhibit E. Payment will commence in accordance with Schedule E of this Agreement. Subscriber agrees to make timely payments in accordance with IC 5-17-5.

13. Use and Disclosure of Data. Subject to Section 17.4, IHIE may use and disclose Data as described in this Section 13. IHIE shall require any Person to whom patient identified Healthcare Data is disclosed, and any Institutional Review Board or Privacy Board making a determination as to whether such Data may be used or disclosed for a particular purpose, as described in this Section 13, to comply at all times with applicable law, including but not limited to the Privacy Rule, the Security Rule and Indiana law (where it is more stringent than the Privacy Rule).

13.1. Individual Patient Identified Data. Subscriber authorizes IHIE to use patient identified Healthcare Data for the following purposes, and no other use will be permitted without the express written consent of Subscriber:

- (a) To permit Subscriber to access its own Data, subject to a reasonable retrieval fee for any requests that require significant IHIE resources;
- (b) To deliver Clinical Results to Eligible Users designated by Subscriber; and
- (c) As otherwise permitted or required by this Agreement or applicable law.

13.2. De-Identified Healthcare Data.

- (a) Subscriber agrees that IHIE can de-identify and aggregate the Healthcare Data from Subscriber with De-Identified Healthcare Data from other Healthcare Data Providers in order to create IHIE De-Identified Healthcare Data. Information in the IHIE De-Identified Healthcare Data will not be identifiable by patient, physician or hospital and shall be de-identified in accordance with 45 C.F.R. §164.514(b).
- (b) Subscriber acknowledges and agrees that De-Identified Healthcare Data may be used or disclosed by IHIE without restriction, as permitted by the Privacy Rule.

### 13.3. Creating, Using, and Disclosing Information for Research.

#### (a) Review of Research Requests.

- (i) IHIE, from time to time, may act review and evaluate requests for the use and disclosure of Healthcare Data for research purposes. IHIE may use and disclose Healthcare Data for research proposals in accordance with this Section 13.3. When IHIE reviews a research proposal requesting use of Healthcare Data, IHIE will verify the identity of the person or the entity requesting the Healthcare Data and also verify the authority under which the request for Healthcare Data is made.
- (ii) Any research proposal that IHIE reviews pursuant to Section 13.3(a)(i) that proposes to use all or any subset of Healthcare Data maintained on the Network must contain at least: (A) the name(s) of the sponsor(s) of the research and the name(s) of any institution(s) under whose auspices the sponsor(s) is working; (B) the specific question to be addressed by the research (no researcher shall be permitted to access Healthcare Data without identifying a targeted goal for the research); (C) the Healthcare Data to which access is requested; (D) the proposed use of Healthcare Data; (E) whether the research will require the identification of specific patients; (F) whether the research will require the identification of specific Subscribing Healthcare Data Providers; (G) any proposed publication of the results of the research; and (H) the means for protecting the confidentiality of the Healthcare Data.
- (iii) IHIE shall require third parties to warrant that research publications arising from the use of Healthcare Data under this Section 13.3 will contain only De-Identified Healthcare Data and will not specifically identify any patient whose Healthcare Data is disclosed by IHIE unless a specific authorization to do so is obtained from all affected patients or a waiver of such authorization is obtained from an Institutional Review Board or Privacy Board pursuant to 45 C.F.R. § 164.512(i).
- (iv) In no event will IHIE allow Healthcare Data to be disclosed for research that has the effect of comparing Subscribing Healthcare Data Providers (such as individual Subscribing Healthcare Data Provider outcomes or financial information) without specific approval from each of the Subscribing Healthcare Data Providers involved or unless such comparisons are an implicit component of the research that complies with the provisions of Section 13.3(b)(i).

(b) Other Research by IHIE or Third Parties.

- (i) *General Rule – Approvals Required.* Except as otherwise provided below in this Section 13.3(b), any use or disclosure of Healthcare Data (whether in identified or de-identified form) for research must be approved by: (A) an Institutional Review Board designated or approved by IHIE; (B) the Subscribing Healthcare Data Providers whose Healthcare Data is used in the research; and (C) IHIE. Prior to allowing the use of its Healthcare Data for research purposes, Subscriber may require that the project be subjected to the review of an Institutional Review Board of its own choice. A Subscriber may decline to allow its Healthcare Data to be used for particular research, but that shall not preclude the use or disclosure of the remaining Subscribing Healthcare Data Providers' Healthcare Data for such project.
- (ii) *No Further Approvals Required – Independent Agreements between Subscriber and IHIE.* If IHIE has entered into, or enters into, any other agreement with Subscriber that complies with the Privacy Rule and complies with Indiana law where it is more stringent than the Privacy Rule with regard to the research uses and disclosures of Subscriber's Healthcare Data stored on the Network, the provisions of such an agreement shall govern the use and disclosure of Subscriber's Healthcare Data and the approvals required by Section 13.3(b)(i) shall not be required.
- (iii) *No Further Approvals Required – Preparatory to Research and Decedents' Research.* IHIE may, and Subscriber hereby delegates the authority to IHIE to authorize the use or disclosure of Healthcare Data (whether in identified or de-identified form) for research without further approval from Subscriber under Section 13.3(b)(i), if the research meets the following criteria (provided that all Privacy Rule requirements regarding research have been met, including, but not limited to, the guidelines set forth in Section 13.3(c)):
  - (A) IHIE may use or disclose identifiable Healthcare Data for reviews preparatory to research (consistent with 45 CFR § 164.512(i)(1)(ii)); and
  - (B) IHIE may use and disclose identifiable Healthcare Data for research on decedent's information (consistent with 45 CFR § 164.512 (i)(1)(iii)).

At the request of Subscriber, IHIE shall provide reports of the research disclosures made pursuant to this Section 13.3(b)(iii).



- (iv) *No Further Approvals Required – Certain Disclosures of De-Identified Healthcare Data and Limited Data Sets.* IHIE may, and Subscriber hereby delegates the authority to IHIE to authorize the use or disclosure of De-Identified Healthcare Data or Limited Data Sets to any entity that has obtained an approval from an Institutional Review Board acceptable to IHIE for the use of De-Identified Healthcare Data or Limited Data Sets in connection with the research. Further, IHIE may use or disclose De-Identified Healthcare Data or Limited Data Sets without further approval from Subscriber if such De-Identified Healthcare Data or Limited Data Sets are included in classes or categories of queries that are approved by an Institutional Review Board acceptable to IHIE. At the request of Subscriber, IHIE shall provide reports of the research disclosures made pursuant to this Section 13.3(b)(iv).
- (c) Guidelines for Using and Disclosing Information. When research has been approved pursuant to Section 13.3(b), IHIE shall disclose the Healthcare Data to the involved researchers. IHIE shall use the following guidelines when using or disclosing Healthcare Data (whether in identified or de-identified form):
- (i) *Initial Determination of Scope of Healthcare Data to be Disclosed.* For each research proposal, IHIE shall make a threshold determination of whether the minimum necessary use or disclosure of Healthcare Data to comply with the request involves the use or disclosure of identifiable Healthcare Data, a Limited Data Set, or De-Identified Healthcare Data. In making this threshold determination and when further disclosing Healthcare Data in connection with the research, IHIE may rely upon and adopt the determination of an Institutional Review Board as to the scope of the minimum necessary disclosure for the research. If a research disclosure is made pursuant to an individual's authorization, the scope of the authorization shall constitute the minimum necessary disclosure. In the event IHIE determines it is necessary to disclose the entire subset of Healthcare Data on the Network concerning an individual to comply with the research request, IHIE will document the justification for releasing the entire subset of Healthcare Data. An Institutional Review Board's determination that the entire subset of Healthcare Data on the Network is necessary, or an individual's authorization, shall constitute such documentation.
- (ii) *Conditions for Disclosing Individually Identifiable Health Information.* If Healthcare Data is requested for research, IHIE shall not use or disclose the Healthcare Data unless: (A) authorizations that comply with the Privacy Rule allowing the use or disclosure of the Healthcare Data for the specific research

purpose are obtained from all individuals whose Healthcare Data will be used or disclosed; or (B) a waiver of the authorization is obtained from an appropriate Institutional Review Board or Privacy Board in accordance with 45 CFR § 164.512(i). Notwithstanding the foregoing, IHIE may use or disclose identifiable Healthcare Data for reviews preparatory to research (consistent with 45 CFR § 164.512(i)(1)(ii)) and for research on decedents' information (consistent with 45 CFR § 164.512(i)(1)(iii)) without an authorization or the waiver thereof; provided that the use or disclosure of the Healthcare Data is consistent with the minimum necessary standard of the Privacy Rule. This Section 13.3(c)(ii) shall not apply to Healthcare Data in a Limited Data Set or De-Identified Healthcare Data.

- (iii) *Conditions for Disclosing Limited Data Sets.* If a Limited Data Set is requested for research, IHIE shall not use or disclose the Healthcare Data unless IHIE obtains a "Data Use Agreement" from the individual or entity using the Limited Data Set or to which the Limited Data Set will be disclosed. Such Data Use Agreement shall comply with the requirements of 45 CFR § 164.514(e). IHIE further agrees to maintain copies of all Data Use Agreements related to Subscriber's Healthcare Data and to forward a copy to Subscriber upon request.
- (iv) *Conditions for Disclosing De-Identified Healthcare Data.* If De-Identified Healthcare Data is used or disclosed, IHIE shall de-identify the Healthcare Data and shall ensure that no health information that is used or disclosed identifies an individual, and that there is no reasonable basis to believe that the Healthcare Data can be used to identify an individual. All de-identification of Healthcare Data shall be conducted in compliance with 45 CFR § 164.514(a) – (c).
- (d) Involvement of a Subscriber Investigator in Research. As a condition of approval of research not conducted by IHIE, any sponsor of research using all or any subset of the Healthcare Data stored on the Network shall be required to invite an investigator from Subscriber (if Subscriber's Healthcare Data is used in the research) and an investigator from IHIE to participate in the research.
- (e) Access to Network by Researchers. No researcher, other than IHIE or its designees, shall have direct access to identified Healthcare Data on the Network (although access to De-Identified Healthcare Data and Limited Data Sets may be permitted if allowed under Section 13.3(b)). Healthcare Data that is not de-identified and that is requested by researchers other than IHIE shall be retrieved by representatives of IHIE. Any use of the

Healthcare Data for research by IHIE shall be limited to the purpose of the research as approved or allowed by Section 13.3(b).

- (f) Cooperation by Subscriber in Network Evaluations. Subscriber agrees to cooperate in studies conducted from time to time by IHIE related to various issues surrounding the Network, including, but not limited to, the efficacy and usefulness of the Network. Such cooperation by Subscriber may include, but not be limited to, participation in interviews, the completion of surveys, and the submission of other written or oral evaluations.

14. Warranties and Limitation of Liability.

14.1. IHIE warrants that the System will substantially conform to the Specifications during the term of this Agreement. In the event that the System does not materially conform to the Specifications, and written notice of the same has been given to IHIE by Subscriber (specifically itemizing the areas of non-conformity), IHIE's sole responsibility under this limited warranty shall be to correct such nonconformity promptly within a timeframe established by the Clinical Messaging Steering Committee at no additional cost to Subscriber (with time being of the essence). However, if such nonconformity results from or arises out of (a) Subscriber's failure to follow IHIE's operating procedures, as adopted and amended from time to time, or misuse of the System, (b) deficiencies in Subscriber's systems (including system configuration or operating environment) that interface with the System or (c) changes made to interface streams or data feeds coming into the System from Subscriber without sufficient advance notice to IHIE, unless such changes were made by IHIE or its subcontractors, then IHIE shall use its best efforts to make any necessary corrections promptly at Subscriber's expense.

14.2. Notwithstanding any other provision of this Agreement:

- (a) IHIE's sole liability under this Agreement for damages resulting from claims arising out of the operation by IHIE or usage by Subscriber of the System, or related to any outage in the Network, regardless of whether any such claim is made under contract, tort or another legal theory, shall be limited to a future reduction of the fees that otherwise would be payable by Subscriber under this Agreement, provided that (a) the parties have agreed upon the appropriate reduction in writing, (b) such reduction shall be accounted for by IHIE on an invoice prepared by IHIE and (c) Subscriber shall have no independent right to setoff any damages to which it believes it is entitled. This remedy shall be exclusive of all other remedies at law or in equity.
- (b) The aggregate limit of IHIE's liability to Subscriber for all claims made by Subscriber under the terms of this Agreement shall not under any circumstances exceed the lesser of (i) the amount of service fees paid by

Subscriber to IHIE during the twelve (12) month period preceding the determination of liability and (ii) \$500,000.

- 14.3. IHIE shall not be liable for any delay, loss, damage or product failure attributable to any service, product or action of Subscriber, its employees, its agents, or any other person, other than IHIE and its employees and agents. Under no circumstances shall IHIE be liable for consequential, exemplary, punitive or special damages or lost profits.
- 14.4. THE NETWORK AND THE SYSTEM ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, IHIE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND IHIE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE NETWORK OR THE SYSTEM OR ANY EQUIPMENT OR SERVICES FURNISHED IN CONNECTION WITH ANY USE OF THE NETWORK OR THE SYSTEM, OR WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. IHIE DOES NOT WARRANT THAT ANY NETWORK OR SYSTEM SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ANY WEB SITE (OR SERVER THAT MAKES IT AVAILABLE) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 14.5. All Healthcare Data transmitted by IHIE originates from Healthcare Data Providers. IHIE neither initiates transmission of any Data nor monitors the specific content of Data being transmitted. IHIE shall have no responsibility for or liability relating to the accuracy, content or delivery instructions of the Data created, transmitted or received by any Healthcare Data Providers, including Subscriber, or System Users unless such liability is caused by IHIE's, its employees' or agents' sole gross negligence.
- 14.6. Following the failure of any hardware, software, communication lines, or other equipment supplied by IHIE for use in connection with the Network, IHIE's sole obligation shall be to use commercially reasonable efforts promptly to replace or restore, as applicable, such hardware, software, communication lines, or other equipment.
15. [Omitted]
16. Termination.
- 16.1. Neither party may terminate this Agreement without cause.
- 16.2. Either party may terminate this Agreement upon the occurrence of any of the following:
- (a) in the event the other party (i) is dissolved, (ii) fails to pay its debts generally as they become due, (iii) commences a voluntary case in

bankruptcy or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law, or (iv) consents by answer or otherwise to the commencement against it of an involuntary case in bankruptcy or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law, effective thirty (30) days following delivery of a termination notice; or

- (b) in the event a court enters an order for relief or a decree in an involuntary case in bankruptcy or any other such action or proceeding, or a receiver, trustee or similar official is appointed in respect of such party or any of its property, and that order or decree is not dismissed or stayed, or that appointment is not terminated, on or before the sixtieth (60<sup>th</sup>) day after the entry of the order or decree or after the appointment (as the case may be) or any such dismissal or stay ceases to remain in effect; each of the foregoing constituting separate cause, effective thirty (30) days following delivery of a termination notice.

16.3. Either party may terminate this Agreement in the event of a material breach by the other; provided, however, that the non-breaching party shall provide the other party with prior written notice of such material breach and the opportunity to cure the alleged breach after receipt of such notice, as follows:

- (a) In the event of a failure to pay any amount due and payable under this Agreement when due, within ten (10) days' following receipt of the notice to cure;
- (b) In the event of any other material breach of this Agreement, within the number of days following receipt of the notice to cure established by the Clinical Messaging Steering Committee.

16.4. In the event the material breach is not cured within the applicable cure periods specified above, the non-breaching party may immediately terminate this Agreement by providing written notice of termination to the other party.

16.5. The terminating party shall have all rights and remedies generally afforded at law or in equity, subject to any limitations expressed in this Agreement. Such termination will proceed in an orderly manner, as soon as practical or in accordance with any schedule agreed upon by IHIE and Subscriber. Subscriber shall pay IHIE for all services provided through the date of termination of this Agreement, at the then-current rates, and shall comply with all provisions of this Agreement that by their nature survive termination of this Agreement.

## 17. General Provisions.

17.1. Assignment. Except as otherwise provided in this Agreement, neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to

the benefit of each of the parties to this Agreement, as well as their respective successors and assigns.

- 17.2. Relationship of the Parties. The parties are acting solely as independent contractors, and in no way is either party or its employees to be construed as a partner, joint venturer or agent of the other party under this Agreement. Neither party shall be entitled to enter into any contracts in the name of, or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.
- 17.3. Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, but not limited to, any creditor of either party. No third party shall obtain any right under any provision of this Agreement or shall by reason of any provision make any claim relating to any debt, liability, obligation or otherwise against any party to this Agreement.
- 17.4. Compliance with Law. In the performance of their respective obligations under the terms of this Agreement, both parties shall at all times and at their respective sole expense comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and other requirements. Subscriber has represented to IHIE that Subscriber is not a "covered entity," as that term is defined in the Privacy Rule and Security Rule. IHIE's standard Business Associate Addendum, therefore, has not been incorporated into this Agreement.
- 17.5. 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, shall not limit or affect that party's right to enforce strict compliance with all other terms of this Agreement.
- 17.6. Force Majeure. Each party shall be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by Force Majeure. "Force Majeure" means any act of God; any accident (including but not limited to equipment failure, HVAC failure or electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event), explosion, fire, ice, earthquake, lightening, tornado, hurricane, or other severe weather condition or calamity; any civil disturbance, labor dispute, or labor or material shortage; any sabotage or acts of terrorism; any acts of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities, or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section, immediately upon the event of Force Majeure no longer preventing such obligation from being performed.
- 17.7. Partial Invalidity. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, as long as the benefits expected to be derived by each of the parties

are not materially affected, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained in this Agreement. If such a provision is held to be invalid, illegal or unenforceable in any respect, the parties agree to use their best efforts to agree upon changes to this Agreement to cause each such provision to be valid, legal and enforceable and to preserve the benefits expected to be derived by the parties, respectively.

- 17.8. Survivability. The provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to Sections 1 (Definitions), 12 (Service Fees), 14 (Warranties and Limitation of Liability), 16 Termination and 17 (General Provisions) and all obligations of either party to pay or reimburse the other party for any amounts arising under this Agreement, shall survive the termination or expiration of this Agreement.
- 17.9. Notices. All notices, demands, consents, waivers, and other communications required or permitted to be given under this Agreement must be in writing and either personally delivered, sent by registered or certified mail (postage prepaid), sent by facsimile, or sent by overnight courier service, and shall be deemed to be effective on (a) the day that such writing is delivered, if delivered in person, (b) the date that the facsimile was sent, provided that the standard confirmation of transmission is received, if given by facsimile, (c) the next business day following delivery to a nationally recognized overnight courier, if delivered by overnight courier or (d) if given by registered or certified mail, five (5) days after being deposited in the mail. All such notices shall be addressed as follows (or to such other addresses and facsimile numbers as a party may designate by notice to the other):

If to IHIE:

Indiana Health Information Exchange, Inc.  
c/o IURTC Emerging Technologies Center  
351 West 10th Street  
Indianapolis, IN 46202  
Attention: Chief Executive Officer  
Fax: 317-278-4102

with a copy to:

Patrick S. Cross  
Baker & Daniels  
600 East 96th Street, Suite 600  
Indianapolis, Indiana 46240  
Fax: 317-569-4800

If to Subscriber:

Indiana State Department of Health  
2 North Meridian Street  
Indianapolis IN 46204  
Attention: Sue Uhl, Deputy Commissioner  
Fax: 317-233-7387

- 17.10. Governing Law and Forum. This Agreement will be governed by the laws of the State of Indiana without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought only in the courts of the State of Indiana, Marion County, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Indiana, and each party consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action and waives any objection to venue in such courts. Process in any action referred to in the preceding sentence may be served upon a party anywhere in the world.
- 17.11. Captions. The descriptive headings of the sections of this Agreement are inserted for convenience only. They are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision of this Agreement.
- 17.12. Entire Agreement; Modification. This Agreement constitutes 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 both parties.
- 17.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.
- 17.14. Regulatory Changes. It is the parties' intent to comply strictly with all applicable laws and regulations in connection with this Agreement. In the event there shall be 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 reasonably likely to make any portion of this Agreement unlawful, the parties shall immediately enter into good faith negotiations regarding an arrangement that complies with the law or regulation that approximates as closely as possible the economic position of the parties prior to the change.
- 17.15. Joint Drafting. This Agreement shall be deemed to have been prepared jointly by the parties and their respective advisors and shall not be strictly construed against either party.



17.16. Advisors Consulted. Each party hereby acknowledges and agrees that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such advisors as it has deemed appropriate in connection with its respective execution of the Agreement.

[SIGNATURES ON THE ADDENDUM SIGNATURE PAGES;  
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## **EXHIBITS**

Exhibit A	IHIE Services
Exhibit B	Implementation Plan
Exhibit C	System Specifications
Exhibit D	Appointment Form - Senior Network Implementation Manager
Exhibit E	Subscriber Service Fees
Exhibit F	Subscriber Clinical Messaging Recommended Backup Procedures

## **EXHIBIT A**

### **IHIE Services**

#### **18. Network Development, Deployment, Access, Monitoring and Management.**

- 18.1. IHIE manages a flexible network capable of interconnecting Healthcare Data Providers and System Users.
- 18.2. IHIE's Network is deployed and made accessible to Healthcare Data Providers and System Users through standard telecommunication connections.
- 18.3. IHIE's Network is operated continuously, with the exception of scheduled maintenance and service outages as described in the System Specifications set forth in Exhibit C.

19. **Network Security.** IHIE will develop and operate appropriate security programs designed to provide a commercially reasonable level of security to track System User access to the System and, subject to proper authentication by the Subscribing Healthcare Data Provider's web portal or IHIE's web portal through which the System User is accessing the System, as applicable, to deny access to unauthorized individuals.

20. **Help Desk Services.** IHIE will operate a help desk to respond to questions about the Licensed Software and to address problems with the Network or the Licensed Software. IHIE's help desk will be available Monday through Friday from 8 a.m. to 5 p.m., excluding holidays. Help desk calls outside of these hours will be routed to a clinical specialist.

21. **IHIE Network Trouble Response Times.** IHIE or its designee shall maintain an individual on-call (24x365) with after-hours paging capabilities with forty-five (45) minute response time for major or critical problems. Major or critical System problems, or what a Subscribing Healthcare Data Provider's front-line staff believe might be a major or critical System problem, can be reported at any time. As soon as a major or critical System problem has been identified by IHIE or reported to IHIE, IHIE or its designee shall commit all staff necessary (24x365) to resolve the problem as promptly as possible. Major system problems include, but are not limited to, unavailability of the System, or a problem that poses significant potential for unavailability of the System or one of its core functions; any problem that has a serious operational impact upon Subscribing Health Care Data Providers' or System Users' ability to use one or more of the System's core functions; any problem that poses significant potential for a privacy or security breach. Minor System problems should be reported during normal business day hours of 8:00 a.m. to 5:00 p.m., Indianapolis time. IHIE or its designee will resolve minor System problems in accordance with a timeline agreed upon by IHIE and a Subscribing Healthcare Data Provider, on a case-by-case basis. In the absence of such agreement, IHIE or its designee shall resolve minor System problems within five (5) days, or the minor problem shall be reclassified as a major system problem.

22. **Software Applications.**

22.1. Clinical messaging software for delivery of Clinical Results.

22.2. Auto-print application to be used by System Users choosing this option.

23. **Hardware.** System server that will be provided as part of the fees charged through this Subscription Agreement.<sup>1</sup>

24. **Installation.**

24.1. Development of interfaces to connect to Source Systems that are included in the clinical messaging platform.

24.2. Assist Subscriber in installing and maintaining interfaces for Source System Data feeds (*e.g.*, laboratory results, radiology results, transcribed reports).

25. **Delivery.**

25.1. IHIE will deliver Clinical Results and other messages to System Users via secure Network connections to applications used by System Users. If the Addressee cannot receive Clinical Results using this method or has not registered to become a System User, Clinical Results will be delivered via fax.

25.2. For Clinical Results delivered electronically to a System User's Clinical Inbox, IHIE shall attempt to contact the System User if the System User has not accessed the Clinical Results within five (5) days after the Clinical Results are delivered to the Clinical Inbox. To the extent that a System User consistently fails to access Clinical Results delivered to the System User's Clinical Inbox, IHIE reserves the right to convert the System User to fax delivery. For fax delivery of Clinical Results, IHIE shall make up to four (4) attempts to send Clinical Results. Following the fourth (4<sup>th</sup>) attempt, the Clinical Results will be deemed undeliverable. If IHIE is unable to deliver Clinical Results to an Addressee, the involved Clinical Results will be returned to the Subscriber as an undelivered Clinical Result with a note indicating why the Clinical Result was not delivered. Undelivered Clinical Results will be processed by Subscriber according to Subscriber's policies.

25.3. System Users will view Clinical Results and other messages using the Licensed Software or their own (non-IHIE) application software that receives the Clinical Results and other messages.

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<sup>1</sup> Future services may require additional hardware and additional fees not included in this Agreement.

26. **Maintenance.**

- 26.1. Maintenance of the Directory.
- 26.2. Maintenance of IHIE's server(s) and IHIE software supporting the System.
- 26.3. Maintenance of IHIE portal, once developed.

27. **Training.**

- 27.1. Initial training of physicians and staff employed by Subscriber, including Subscriber's IT staff responsible for interfaces and data feeds.
- 27.2. Ongoing training of Subscriber staff required by the introduction of new applications or Subscriber staff turnover.
- 27.3. Initial training of System User office staff who receive clinical messages from Subscriber.
- 27.4. Ongoing training of System User office staff to meet staff turnover needs and new application introductions.

## **EXHIBIT B**

### **Implementation Plan**

[Omitted]

## EXHIBIT C

### System Specifications

1. **Performance Specifications.** The following performance specifications shall apply to the System until December 31, 2005:

- 1.1. **System Availability.** The System will be operational and available from 6:00 a.m. until 9:00 p.m., Indianapolis time, Monday through Saturday, for 99.5% of the time (excluding scheduled downtime and downtime due to delays out of IHIE's or its subcontractors' control) as measured over any consecutive 12-month period. The System will be available at other times as much as possible depending upon backup and maintenance needs. Routine scheduled downtimes will be scheduled to occur during lowest use times, if possible. System availability is contingent upon network communications and appropriate power and HVAC being available, which is not within IHIE's or its subcontractors' control. IHIE is not responsible for network lines external to IHIE's or its subcontractors' facilities or third party communication lines.
- 1.2. **Response Time.** The System's refresh response time will be three (3) seconds or less per document for ninety-five (95%) percent of inbox document retrieval, as measured over any consecutive 12-month period, as measured from the time the request is received by IHIE's server until transmission to the System User starts
- 1.3. **Clinical Results Delivery.** Ninety-five percent (95%) of messages received by the System will be available for delivery within 30 minutes, as measured over any consecutive 12-month period, as measured from the time the message is received by the System until either made available for the fax vendor or made available via electronic method (electronic inbox or HL7 feed out) to the appropriate System User(s).
- 1.4. **Capacity.** The System will support 5,000 System Users and 170 simultaneous typical System Users. The System will be capable of forwarding at least 20,000 documents a day to IHIE or its designee for faxing. Clinical Results documents not retrieved after a certain period of time designated by IHIE will be forwarded to IHIE or its designee for processing in accordance with IHIE's policies.

Prior to December 31, 2005, IHIE, in consultation with the Clinical Messaging Steering Committee, will establish System performance specifications that will apply for the period beginning January 1, 2006.

2. **Type of Clinical Results Delivered.** The Clinical Results that IHIE will deliver for the initial implementation of the System are limited to: clinical lab (including microbiology and pathology), radiology reports, other transcribed reports, EKG reports (text only), and ADT

(face-sheet delivery). The initial implementation includes only text-based reports or discrete results. IHIE may add functionality to deliver other result types (for example, images and EKG tracings).

3. **Directory.** IHIE will maintain the Directory, which will include a list of all System Users (with their demographic information and other supporting information). This data will be entered by IHIE's or its designee's support staff at the time a System User is registered and will be maintained thereafter by IHIE. The Directory will be linked to the individual clinician identification numbers for the various Subscribing Healthcare Data Providers' Source Systems.

4. **Security and Recovery.** Subscribing Healthcare Data Providers will not be allowed to view each others' data. Data for each Subscribing Healthcare Data Provider will be stored in a format that will be easily segregated from that of other Subscribing Healthcare Data Providers. Data will be protected during transmission using SSL protocols. IHIE and its subcontractors will work with Subscribing Healthcare Data Providers to ensure that the Licensed Software will support current and future regulatory requirements.

5. **Clinical Results Delivery.** IHIE anticipates that the results will be in HTML format with branding. For results to be printed, the HTML will be formatted into pages for distribution to System Users as reports. An in-box will be provided to each registered System User that will allow documents to be sorted by a minimum of patient name, clinician name, message type, and date. The System will provide capability for System Users or their offices to forward Clinical Results from System User in-boxes as attachments to other System Users with an introductory e-mail attachment.

6. **Message/Document Tracking.** The System is able to track messages for audit and review purposes. Reports may be generated online showing all accessed patient records (what, when, by whom and from where). Each Subscribing Healthcare Data Provider (and related Source Systems) will have a System account to which information about documents with delivery problems (other than fax) will be delivered. IHIE will notify the Source System if a clinician is not registered as a System User. The System will provide (at a minimum) accounts for group practices and accounts for clinicians. IHIE will provide equivalent functionality of a dead letter box. The System will be able to track messages by patient as long as a medical record or some other patient identifier is attached. Until a master-person index is established, tracking will occur on a facility-by-facility basis.

7. **Role-Based Access.** The System will provide the following role-based access: Administrator, Practice Administrator, Clinician, and Practice. The System will be able to restrict delivery to System Users by types of messages based upon patient class or type of clinician (admitting, ordering, copy-to) as long as that information is available with coded physician information in the HL7 message.

8. **Auto-Print.** The System will provide an auto-print capability that will enable a System User to print a clinical message to the System User's printer automatically as soon as the clinical message is available in the System. However, this will require the downloading of software onto the Subscribing Healthcare Data Provider's machine. IHIE or its designee is responsible only for



fixing software bugs, and Subscribing Healthcare Data Providers are responsible for resolving problems related to failure to print, setting up the printer, configuring the network and other similar activities.

9. **Clinical Results Archive.** The System will store Clinical Results in a Clinical Results archive for at least two (2) years after initial delivery for online retrieval using the System.

10. **EMR.** IHIE will develop a community HL7 message interface standard, and standard interfaces for certain major commercial electronic medical record ("EMR") products. Once developed, these message interface standards and standard interfaces for certain major EMR products will be made available to System Users who wish to insert Data into their EMR. IHIE will not (a) customize these standard interfaces or (b) standardize the patient identifier or test or result codes, but will add the community-wide provider identifier from the Directory.

## EXHIBIT D

### Appointment Form Senior Network Implementation Manager

(to be completed by Subscriber)

Indiana Health Information Exchange, Inc.  
c/o IURTC Emerging Technologies Center  
351 West 10th Street  
Indianapolis, IN 46202  
Attention: Clinical Messaging Executive Director

The undersigned Subscriber names \_\_\_\_\_ (Insert Name),  
\_\_\_\_\_ (Insert Title), as implementation manager, as required by  
Section 11.20 of the Clinical Messaging Subscription Agreement between IHIE and Subscriber.  
Subscriber agrees to provide written notice promptly to IHIE in the event that the above-named  
implementation manager is removed by Subscriber and promptly thereafter to appoint a  
replacement implementation manager by written notice to IHIE substantially in the form of this  
Appointment Form.

INDIANA STATE DEPARTMENT OF HEALTH  
(Subscriber)

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

Printed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Appointment Effective Date: \_\_\_\_\_

## **EXHIBIT E**

### **Subscriber Service Fees**

The total annual service fee for the first year of this Agreement is \$75,000, payable in advance pursuant to IC 4-13-2-20(b)(3) as a subscription, for one (1) Source System interface stream. IHIE may bill Subscriber after the last approval required by Indiana law has been affixed to this Agreement. The fee for the first year will not exceed \$75,000. No other fees will be charged during the first year.

For any new agreement between the parties, subject to the parties' mutual agreement, the annual service fee will be determined based upon IHIE's then-current pricing policies.

## EXHIBIT F

### Subscriber Clinical Messaging Recommended Backup Procedures

- IHIE recommends that Subscriber maintain the ability to print and mail/fax Clinical Results to physicians in the event that the System is unavailable for more than twelve (12) hours.
- IHIE strongly recommends that Subscriber maintain and use, on a regular basis, appropriate procedures for notifying physicians of critically abnormal and potentially life threatening Clinical Results. This procedure should be followed even when the System is operating normally.

### Subscriber Connection Site Recommended Procedures/Responsibilities

Management of Subscriber Connection Server	<ul style="list-style-type: none"><li>• Hardware maintenance</li><li>• Hardware monitoring and management</li><li>• Connectivity to local network</li><li>• Ensure the server is backed up according to schedule</li><li>• Ability to provide server access 24x365 for problem solving and software upgrades in a timely fashion</li></ul>
Subscriber Responsibilities	<ul style="list-style-type: none"><li>• Monitor disk space on server</li><li>• Check logs for errors, warnings, and alerts</li><li>• Verify agents in the routing database are enabled</li><li>• Check for returned mail and replies in the database</li><li>• Resend unknown address recipients who are listed in the Directory</li><li>• Check for and correct errors in connection log</li><li>• Check that daily archive is created</li><li>• Reboot server once a month</li><li>• Create permanent copies of the databases, if desired</li></ul>
Manage Data Entry Procedures and Internal Process Workflow	<ul style="list-style-type: none"><li>• The System routes messages based on "physicians of record" (admitting, ordering, referring, attending, consulting, and 'copy to' physicians). Subscriber's Source Systems must accurately designate all physicians of record in each clinical message. This can be done using the physician's ID number as assigned by the Subscriber or an accurate spelling of the physician's name</li><li>• All undeliverable messages that are in the correct interface format but lack a proper physician name will be posted to an "undeliverable—unknown address mailbox. Subscriber should review this mailbox on a regular and timely basis and resolve unknown addresses by correctly identifying the physicians of record for the message in question</li></ul>
Subcontractor Relationships	<ul style="list-style-type: none"><li>• Manage relationships with all legacy and interface system subcontractors (including but not limited to subcontractors</li></ul>

	providing laboratory, radiology, clinical information system, transcription system, and interface engine services) that impact data feeds from the subscriber to and from the System
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## ADDENDUM

This Addendum is entered into by and between the Indiana State Department of Health ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract" or "Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Indiana Health Information Exchange, Inc.

Contractor Address: c/o IURTC Emerging Technologies Center  
351 West 10<sup>th</sup> Street  
Indianapolis, IN 46202  
Attn: Chief Executive Officer  
Fax: 317-278-4102

Title of Form Contract: Indiana Health Information Exchange, Inc. Clinical Messaging Subscription Agreement.

The attached Form Contract consists of 20 single-side pages and Exhibits A, B, C, D, E and F.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance.
- B. Any provision requiring the State of Indiana to provide indemnity.
- C. Any provision providing the Contract to be construed in accordance with laws other than those of the State of Indiana.
- D. Any provision providing that suit be brought in any state other than Indiana.
- E. Any provision providing for resolution of Contract disputes.
- F. Any provision requiring the State of Indiana to pay any taxes.
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees.

- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made or suit brought.
- J. Any provision requiring payment of consideration in advance, unless authorized by an exception listed in IC 4-13-2-20.
- K. Any provision limiting disclosure of the Contract in violation of the Access to Public Records Act, IC 5-14-3-3.5.
- L. Any provision giving the Form Contract precedence over this Addendum.

The following terms and conditions are incorporated into and made a part of the Form Contract:

**1. Consideration**

The Contractor shall be paid at the rate of \$75,000 per year. Total remuneration under this Contract shall not exceed \$75,000.

**2. Term**

This Contract shall be effective for a period of 12 months. It shall commence on the date of final State acceptance or IHIE's completion of system acceptance testing, whichever is later, and shall terminate 12 months thereafter.

**3. Renewal Option**

With the agreement of the Contractor, this Contract may be renewed under the same terms and conditions subject to the agreement of the parties as to fees and the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

**4. Access to Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during the term of this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies of such records shall be furnished at no cost to the State if requested.

**5. Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**6. Audits**

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

**7. Authority to Bind Contractor**

Notwithstanding anything in the Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor designated above and has obtained all necessary or applicable approval from the home office of the Contractor to make this, the attached Contract and this addendum, fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance when accepted by the State of Indiana.

**8. Changes in Work**

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor may decline to undertake any change in the scope, character, or complexity of any work requested by the State. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.



## **9. Compliance with Laws**

The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of the Contract require formal modification.

a. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

b. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that the State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

**10. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition**

This paragraph was deleted by agreement of the parties.

**11. Confidentiality of State Information**

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor pursuant to this Contract will not be disclosed to others except as provided in the Contract.

**12. Conflict of Interest**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Department of Administration.

“Commission” means the State Ethics Commission.

- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

### **13. Continuity of Services**

- A. The Contractor recognizes that the Services provided are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
  - 1. Furnish phase-in training, and
  - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written request:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
  - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the Services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to

the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations).

**14. Debarment and Suspension**

Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal", for purposes of this Contract, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

**15. Default by State**

If the State, sixty (60) days after written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

**16. Disputes**

Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal.

Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the dispute resolution procedure contained herein.

#### **17. Drug-Free Workplace Certification**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, INDOT is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of this Contract as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

#### **18. Employment Option**

If the State determines that it would be in its best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

#### **19. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**20. Funding Cancellation**

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 canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**21. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**22. Indemnification**

Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State will not provide such indemnification to the Contractor.

**23. Independent Contractor**

Both parties hereto, in the performance of this Contract, 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 any 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.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

**24. Information Technology Accessibility**

This paragraph was deleted by agreement of the parties.

**24. Information Technology – Alternate**

IHIE provides services to Indiana physicians, hospitals and other health care organizations using its web-based software, DOCS4DOCS®, developed by and licensed from the Regenstrief Institute, Inc. exclusively for delivery of clinical messages between health care organizations. This system is not currently in compliance with the information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under

Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d) as amended. Because IHIE's system provides clinical results to a defined population of subscribers consisting exclusively of the ISDH and other health care organizations, and will not be used by the general public, the Office of Information Technology expressly waives its requirement of Section 508 compliance.

**25. Key Person(s)**

- A. If both parties have designated that certain individual(s) are essential to the services to be provided, the parties agree that should such individual leave Contractor's employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon (30) days prior written notice.
- B. In the event that Contractor is an individual, that individual shall be considered a key person and, as such, essential to the Contract. Substitution of another person for Contractor shall not be permitted without express written permission from the State.
- C. Nothing in sections A or B, above, should be constructed to prevent Contractor from using the service of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person to this Contract is: Not applicable.

**26. Licensing Standards**

The parties agree that Contractor and its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify the State immediately thereof.

**27. Nondiscrimination**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for



employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Contractor's execution of this Contract also signifies Contractor's compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

## **28. Notices**

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the State shall be sent to:

Assistant Commissioner, Information Services and Policy  
Indiana State Department of Health  
2 North Meridian St. , 3<sup>rd</sup> floor  
Indianapolis IN 46204

Notice to the Contractor shall be sent to:

Indiana Health Information Exchange, Inc.  
c/o IURTC Emerging Technologies Center  
351 West 10th Street  
Indianapolis, IN 46202  
Attention: Chief Executive Officer

Payment to the Contractor shall be sent to:

Indiana Health Information Exchange, Inc.  
c/o IURTC Emerging Technologies Center  
351 West 10th Street  
Indianapolis, IN 46202  
Attention: Chief Financial Officer

**29. Order of Precedence**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum; (2) the Form Contract; (3) attachments prepared by the State; (4) the State's Request for Proposal; (5) Contractor's response to the State's Request for Proposal; (6) attachments prepared by the Contractor.

**30. Ownership of Documents and Materials**

This paragraph was deleted by agreement of the parties.

**31. Payments**

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

**32. Penalties/Interest/Attorney's Fees**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**33. Qualification to do Business in Indiana**

If Contractor is other than an individual, Contractor certifies that it is duly registered and qualified with the Secretary of State to transact business in Indiana.

**34. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this Contract.

**35. Substantial Performance**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

**36. Successors and Assignees**

The Contractor binds its successors, executors, administrators, and assignees to all covenants, terms and conditions of this Contract. Except as above set forth, the Contractor shall not assign, sublet or transfer interest in this Contract without the prior written consent of the State.

**37. Taxes**

The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**38. Termination for Convenience**

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which termination of performance becomes effective. The Contractor shall be compensated for services properly rendered or supplies provided prior to the effective date of termination. The State will not be liable for services performed or supplies provided after the effective date of termination. In no case shall total payment made to Contractor exceed the original Contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**39. Termination for Default**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor fails to:
  - 1. Correct or cure any breach of this Contract;
  - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  - 3. Make progress so as to endanger performance of this Contract; or
  - 4. Perform any of the other provisions of this Contract.

- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the Contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**40. Travel**

If otherwise permitted by this Contract, expenditures made by the Contractor for travel will be reimbursed by the State at its current rate and in accordance with the State's Travel Policies and Procedures specified in the current Financial Management Circular (#2003-1).

**41. Waiver of Rights**

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**42. Work Standards**

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

**43. Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best

of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**44. Compliance with Telephone Solicitations Act**

As required by IC 5-22-3-7:

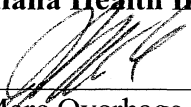
(1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

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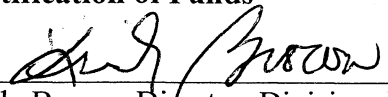
**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

**Indiana Health Information Exchange, Inc. (IHIE)**

By:   
J. Marc Overhage, M.D., Ph.D.  
President and C.E.O.

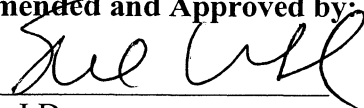
Date: 6/29/05

**Certification of Funds**

By:   
Linda Brown, Director, Division of Finance  
Operational Services Commission  
Indiana State Department of Health

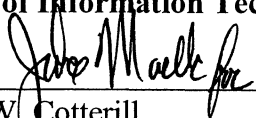
Date: 7/8/05

**Recommended and Approved by:**

  
Sue Uhl, J.D.  
Deputy State Health Commissioner

Date: 7-12-05

**Office of Information Technology**

By:   
Chris W. Cotterill  
General Counsel & Compliance Officer

Date: 8/9/05

**Department of Administration**

By: Susan M. Goode FOR  
Earl A. Goode  
Commissioner  
Date: 7-18-05

**State Budget Agency**

Burley O. Stanagan Jr.  
Charles E. Schalliol  
Director  
Date: July 19, 2005

**Approved as to Form & Legality:  
Office of the Attorney General**

Stephen Carter  
Stephen Carter  
Attorney General  
Date: 8/2/05

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## Justification of IHIE Contract

The Indiana State Department of Health is seeking to contract with the Indiana Health Information Exchange, Inc. (IHIE) for the purpose of using the IHIE electronic medical messaging system to provide laboratory test results to submitters securely and timely.

IHIE was established as a partnership among central Indiana hospitals, physician groups, public health organizations (including the ISDH), and business representatives to promote the use of information technology to improve medical care quality, achieve more efficient administrative processes, and support public health goals for population-based health. These services will be offered to hospitals, physician offices, medical laboratories, pharmacies, and other health care service providers. IHIE's plans include providing this service statewide, either through direct service or through interoperable data connections with other regional health organizations.

A national leader in health informatics, IHIE is the only electronic medical messaging service available in central Indiana. Through IHIE, all Indianapolis hospitals will be interconnected by mid-2005 and over 3,000 physician offices by the end of the year. The DOCS4DOCS messaging tool is a proven, secure electronic messaging system.

The ISDH plans to offer laboratory results messaging starting with the HIV/AIDS clinics and expanding to include any sample submitter. The DOCS4DOCS tool will enable the ISDH Laboratories to provide laboratory results timely and securely to submitters. Reducing the time between obtaining results and putting those results in the hands of medical providers is one step toward improving medical care quality and promoting public health surveillance and control efforts. This enhancement will also be important in the ISDH's public health preparedness and bioterrorism response efforts. Rapid dissemination of laboratory results for dangerous biological or chemical agents is a critical component of an effective response to a disease outbreak or bioterrorist event.

The fee for IHIE medical messaging service has two components: 1) an annual subscription charge that covers the fixed cost of the service and 2) the variable cost based on volume of messaging. The ISDH proposes to pay the subscription cost for the year in advance to assure access to the service. The funding for the subscription will be covered by federal public health preparedness and bioterrorism response funds. These funds must be spent by August 30, 2005. Early implementation of the pilot will decrease the variable cost and help provide a more accurate basis for projecting future costs.

The ISDH recommends the sole source contract with IHIE and requests permission to pay the annual subscription cost in advance.

Thank you for your consideration.



**From:** Steve Martin  
**To:** Carolyn Givens  
**Date:** 6/23/05 9:34AM  
**Subject:** Fwd: Re: IHIE Renewal clause

>>> Kay Benedict 06/22/05 4:19 PM >>>

The parties used the term "renewal" loosely and not as DOA uses it. The parties intend to renegotiate, knowing that it will require the full signature process for the next contract. IHIE thought of this as a renewal since the parties will be contracting again under the same terms and conditions but with price renegotiated. That's why there's no not to exceed amount; they didn't contemplate one at this time.

>>> Steve Martin 06/13/05 11:09 AM >>>


We are usually required to have a not to exceed amount or % in the renewal clause.

**To the Contract and Audit Section  
Routing Request**

**Indiana State Department of Health and IHIE Clinical  
Messaging Subscription Agreement**

This contract is unusual because it allows payment in advance. Indiana Code 4-13-2-20 (b) (3) permits payment in advance for dues and subscriptions with the prior approval of the State Budget Agency. We have this approval in writing in the e-mail message from Beverly Flanagan to Kay Benedict attached to the contract documents. Since the statute above requires prior approval of the State Budget Agency, once it has been signed by the contractor, please route this contract to the State Budget Agency after it has been signed by the contractor instead of routing it to the Department of Administration as usual. The reviewer in the Department of Administration must see the State Budget Agency approval on the contract before it will give DOA approval.

We are also requesting approval under the Sole Source Procurement method. Our justification for sole source procurement is found in the document entitled Justification, attached to the contract documents.

  
\_\_\_\_\_  
Joe Hunt, Assistant Commissioner,  
Information Services and Policy Division  
Indiana State Dept. of Health