

## **IHDE PARTICIPATION AGREEMENT – (PA)**

THIS PARTICIPATION AGREEMENT (PA) is made and entered into as of the Effective Date listed below, between the Idaho Health Data Exchange, Inc. (IHDE), an Idaho nonprofit 501(c)(6) corporation, and the Data Provider/User identified on the Signature Page. IHDE and the Data Provider/User recognize the following facts:

A. IHDE is organized to facilitate the “Program”. The Program is a secure, web-based, clinical portal messaging system, and search engine for patient health, demographic, and related information. It assists users in locating and aggregating patient data held by multiple health care organizations for the purpose of healthcare treatment, payment, and healthcare operations in a manner complying with all applicable laws and regulations, including those protecting privacy and security of health information. Program services promote efficiency of communication in care, patient safety, and enhance patient health.

B. In furtherance of these purposes, IHDE wishes to begin Program connectivity to: (i) allow Data Providers/Users to electronically make available health information, gathered incident to providing medical care to their patients, (ii) allow Data Users to receive health, demographic, and related information gathered by Data Providers in the Program electronically, to use in the performance of medical or healthcare services for their patients.

C. IHDE and the Data Provider/User wish to arrange for the Data Provider/User’s participation in the Program, under the terms and conditions listed in this Agreement as well as the other Policies and Agreements agreed to.

IN CONSIDERATION of the conditions and promises contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

### 1. Participation Agreement – (PA)

1.1 Status. This Agreement is a Participation Agreement (PA) as described in the IHDE “Terms and Conditions”. The Terms and Conditions are hereby incorporated by reference into, and made a part of, this Agreement. Words in this Agreement are defined in the Terms and Conditions document.

1.2 Participation. IHDE and the Data Provider/User shall participate in the Program and perform their respective responsibilities as described in this Agreement, the Terms and Conditions, the Privacy Policy, the Security Safeguards Policy, and the Program Manual.

1.3 Changes. The Terms and Conditions, the Privacy Policy, the Security Safeguards Policy, and the Program Manual shall be subject to change from time to time as described in Section 4.6 (Changes to Participation Agreements) of the Terms and Conditions.

1.4 Data Provider/User Type. The Data Provider/User shall be authorized by IHDE to act, and shall act only, as the type identified on the signature page. The Data Provider/User types are specified in the IHDE Terms and Conditions in section 4.2 (Data Provider/User Type).

1.5 Program Technology. In this Agreement, the term “Program Delivery” refers to IHDE’s Clinical Portal products. The program delivery is described in the Program Manual. IHDE shall provide to each Data Provider/User, authorization to use the Program Delivery for the services selected. The scope of such authorization, and the terms and conditions thereof, shall be limited by the terms and conditions of the Policies and Agreements between the Data Provider/User and IHDE. The Terms and Conditions of such authorization are contained in the Terms and Conditions, the Privacy Policy, the Security Safeguards, and the Program Manual. In addition, each authorized user shall, as an express condition to accessing and using the Program Delivery, agree to the Terms of Service, which is displayed on the initial Product sign-on page.

1.6 Program Delivery Services. IHDE shall provide to Data Providers/Users electronic access to “Patient Data”, the health, demographic and related information of individuals gathered by Data Providers/Users through the Program Delivery, and the Data Provider/Users shall receive and use that Patient Data in compliance with the Terms and Conditions for the purpose of improving the quality of healthcare treatment.

1.7. Business Associate Agreement. As a condition of participation, IHDE will sign a Business Associate Agreement with each Data Provider/User and both parties shall agree to safeguard the health, demographic, and related information provided to IHDE and Data Provider/User in accordance with the terms of the Agreement.

1.8 Restricted Use of User ID’s and Passwords. Data Provider/User agrees to abide by IHDE Privacy and Security Safeguards Policy that outlines that the organization’s users will not share, for the purpose of logging into the portal, usernames and/or passwords with anyone inside and/or outside of their organization, at any time.

1.9 Data Provider/User understands and acknowledges that IHDE may provide insurance companies, health plans, provider networks, shared savings or accountable care organizations, and other healthcare payers (including governmental payers; collectively called “Health Plan” or “Health Plans”) with access to electronic health records, received from the Data Provider/User for patients of the Data Provider/User who are also insureds or participants of a Health Plan(s), and whose records may be needed for payment or treatment purposes, including but not limited to care management of individuals who are insured by Health Plan. Further, Data Provider/User understands and acknowledges that IHDE may provide Health Plans with de-identified patient health information (received from Data Provider/User), assembled in various formats, to allow health plans, health care providers, and others to access and use that data for treatment or payment purposes, including but not limited to establishing shared savings plans, population health options, and regional and other kinds of accountable care organizations.

**2.0 Tribal Immunity Only:** The parties agree neither the execution of this Agreement, nor any provision contained herein, shall act, nor be interpreted to act, as a waiver of the sovereign immunity of any Tribal Nation executing this Agreement. The Tribal Nation hereby specifically preserves and maintains its sovereign immunity and any and all rights appurtenant thereto.

## 2. Term and Termination

2.1 Term. The term of this Agreement shall start on the Effective Date. This Agreement shall continue in effect until terminated as described in the Terms and Conditions, sections 4.7– 4.9.

2.2 Effective Date. The Effective Date of this Agreement shall be the date on which IHDE enters into a Participation Agreement with the Data Provider/User.

## 3. Data Provider/User fees

Data Provider/User service fees, and any miscellaneous charges are due within thirty (30) business days of the date the IHDE invoice is mailed (or emailed) to the Data Provider/User’s address as shown on the Data Provider/User’s Participation Agreement.

#### 4. Signature

By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of the Terms and Conditions and that he or she either (a) is the Data Provider/User or, (b) if the Data Provider/User is an organization, is an individual acting on the Data Provider/User's behalf who is authorized to sign this Agreement and enter into this Agreement on behalf of the Data Provider/User.

Name of Organization:

\_\_\_\_\_

**Please checkmark Participation Option and User Type(s) in your organization:**

**View Only** \_\_\_\_\_

**Inbound Only** \_\_\_\_\_

**Outbound Only** \_\_\_\_\_

**Bidirectional with EMR interface:** \_\_\_\_\_

**Data Provider** (Interface Connection and View Access):

**My EMR Vendor is** \_\_\_\_\_

**The version of our EMR we use is** \_\_\_\_\_

**Is your participation with IHDE to satisfy Medicaid Healthy Connection requirements? Yes \_\_\_\_\_ No \_\_\_\_\_**

**For Physician Practices / Clinics Only:**

Please indicate *how many* of the following Clinical Portal Licenses do you request in the Practice: (Note: Each Provider requires their own, separate license to receive data. Each license also gets 4 staff log ins)

Physicians: \_\_\_\_\_

Nurse Practitioners: \_\_\_\_\_

Physicians Assistants: \_\_\_\_\_

**For Hospitals Only:**

Number of Licensed Beds: \_\_\_\_\_

For Critical Access Hospitals: Average Monthly Census \_\_\_\_\_

IHDE Verified: \_\_\_\_\_

Estimate the *total number of Users* that will need access to the IHDE Clinical Portal throughout the Hospital: \_\_\_\_\_

Signature Page – IHDE Participation Agreement - PA

PARTICIPATION AGREEMENT (PA) SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date of. Idaho Health Data Exchange, Inc. An Idaho non-profit 501(c)(6) Corporation

Signed for – Data Provider/User - Signature:

\_\_\_\_\_

Signed for – Data Provider/User - Print Name

\_\_\_\_\_

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

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

Your Address:

\_\_\_\_\_

Your Email: \_\_\_\_\_

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

**FOR IHDE**

Signed for IHDE – Signature: \_\_\_\_\_

Signed for IHDE – Print Name: \_\_\_\_\_

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

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

Address for purposes of notice: Idaho Health Data Exchange

P.O. Box 6978 Boise, Idaho 83707

IHDE email: info@idahohde.org

IHDE Phone: 208-803-0030