

Committee: Rules
Date: 04-14-08 Committee Date: 04-24-08
Council Revision: 1

Author: Melissa Gower/Sara Hill
Sponsor: Bradley Cobb

RESOLUTION NO. 40-08

COUNCIL OF THE CHEROKEE NATION

A RESOLUTION AUTHORIZING THE WAIVER OF SOVEREIGN IMMUNITY FOR SMRTNET HEALTH INFORMATION SHARING SYSTEM

WHEREAS, the Cherokee Nation since time immemorial has exercised the sovereign rights of self-government on behalf of the Cherokee people;

WHEREAS, the Cherokee Nation is a federally recognized Indian Nation with a historic and continual government to government relationship with the United States of America;

WHEREAS, being a federally recognized Indian Tribe, the Cherokee Nation enjoys governmental immunity from suit under federal and tribal law;

WHEREAS, the Cherokee Nation ("Nation") has through inherent sovereign authority and by constitution and tribal law the authority to enter into contractual agreements to benefit the Nation and the citizenry thereof;

WHEREAS, the Cherokee Nation Health Department, a division of the Executive Branch of the Nation, wishes to enter into a contractual agreement, known as the SMRTNET Member Agreement, with other local hospitals, clinics, and other local health care providers to share confidential health information as needed to facilitate proper patient care;

WHEREAS, the other parties to the SMRTNET Member Agreement have requested a limited waiver of sovereign immunity from the Nation so that the agreement may be enforced if necessary.

BE IT RESOLVED BY THE CHEROKEE NATION, that for the sole purpose of allowing for enforcement of the terms of the SMRTNET Member Agreement, established as set forth in Attachment 1, which is incorporated by reference and made a part of this resolution as if stated herein in full, the Cherokee Nation Council authorizes the Principal Chief to execute a limited waiver of sovereign immunity, **only** if all of the following conditions are met:

(1) The entity seeking to bring suit against the Nation is the Cherokee County Health Services Council, Tahlequah City Hospital, Cherokee County Health Department, Oklahoma State Department of Health, Hastings Indian Medical Center, Northeastern Oklahoma Community Health Center, Inc., and Northeastern State University and a party to the SMRTNET Member Agreement, and

(2) The claim is for breach of contract and seeks only actual damages resulting from Nation's noncompliance with the attached agreement, provided that Nation's waiver of sovereign immunity in an action for actual damages shall be limited to damages incurred prior to the date of the termination of the attached agreement and shall not exceed the amount of damages that could be awarded against the state of Oklahoma pursuant to this contract under the Government Tort Claims Act, and

(3) That in the event of an award of monetary damages, the award may be paid out of any assets of the Cherokee Nation, excluding real property and improvements by way of fixtures and excluding funds held in trust by the United States on behalf of the Cherokee Nation and shall not be a lien or encumbrance upon tribal property or all recovery from any elected officials, officers or employees of the Cherokee Nation for monetary damages, punitive or exemplary damages, court costs or attorney fees;

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that nothing herein shall be construed as a waiver of immunity from suit seeking attorneys fees, punitive damages or any other form of damages from any party whatsoever, or as a waiver extended for the benefit of any entity, person, partnership, or firm whatsoever, other than the Cherokee County Health Services Council, Tahlequah City Hospital, Cherokee County Health Department, Oklahoma State Department of Health, Hastings Indian Medical Center, Northeastern Oklahoma Community Health Center, Inc., and Northeastern State University as a party to the SMRTNET Member Agreement. for enforcement of said agreement;

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that this waiver shall not be construed to authorize any action or claim against the Nation sounding in tort or any other type of claim or recovery not expressly authorized herein, for which purposes the Cherokee Nation's sovereign immunity is and shall be reserved;

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that the Cherokee County Health Services Council, Tahlequah City Hospital, Cherokee County Health Department, Oklahoma State Department of Health, Hastings Indian Medical Center, Northeastern Oklahoma Community Health Center, Inc., and Northeastern State University as parties to the SMRTNET Member Agreement may not assign or transfer any rights under this waiver;

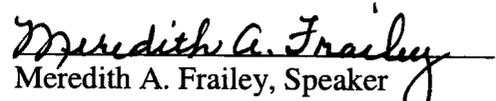
BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that this waiver shall not allow recovery from any elected officials, officers or employees of the Cherokee Nation for monetary damages, punitive or exemplary damages, court costs, attorney fees or any other damages whatsoever;

BE IT FINALLY RESOLVED BY THE CHEROKEE NATION, that the Principal Chief is authorized to execute an agreement on behalf of the Nation pursuant to which the Nation would not object or cause the Cherokee Nation Health Department to object to the contract known as the SMRTNET Member Agreement being governed by and in accordance with the Laws of Oklahoma or the United States of America; to the jurisdiction of the Courts of the State of Oklahoma or the United States of America, or to the venue of any state or federal court in Oklahoma in connection with an action by the Cherokee County Health Services Council,

Tahlequah City Hospital, Cherokee County Health Department, Oklahoma State Department of Health, Hastings Indian Medical Center, Northeastern Oklahoma Community Health Center, Inc., and Northeastern State University as current members who have also agreed to abide by the terms of the SMRTNET Member Agreement, to enforce its rights under the SMRTNET MEMBER AGREEMENT.

CERTIFICATION

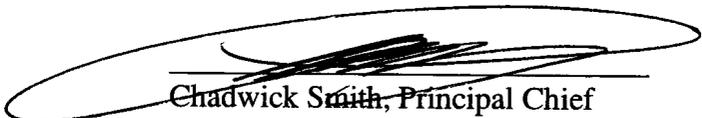
The foregoing resolution was adopted by the Council of the Cherokee Nation at a duly called meeting on the 12th day of May, 2008, having 17 members present, constituting a quorum, by the vote of 17 yea; 0 nay; 0 abstaining.


Meredith A. Frailey, Speaker
Council of the Cherokee Nation

ATTEST:


Don Garvin, Secretary
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 19th day of May, 2008.


Chadwick Smith, Principal Chief
Cherokee Nation

ATTEST:


Melanie Knight, Secretary of State
Cherokee Nation

Cherokee Nation Act/Resolution Proposal Form

ADMINISTRATIVE CLEARANCE:

Program/Project Manager: _____

Signature _____ Date _____

Department Director: _____

Signature _____ Date _____

Group Leader: 4-8-8
[Signature]
 Signature _____ Date _____

Finance Approval (if needed): _____

Signature _____ Date _____

Government Resources Group:
[Signature] 4/14/08
 Signature _____ Date _____

Administration Approval:
[Signature] 4/14/08
 Signature _____ Date _____

Act
 Resolution

TITLE: A Resolution Authorizing the Waiver of Sovereign Immunity for SMRTNET Health Information Sharing System

Department Contact: Melissa Gower/Sara Hill

Resolution Presenter: Melissa Gower/Sara Hill

Council Sponsor: *[Signature]*

NARRATIVE:
(See Attached Outline for Information Needed)
 The purpose of this resolution is to waive the sovereign immunity of the Cherokee Nation so that the SMRTNET contract may be enforced.

LEGISLATIVE CLEARANCE

Legislative Aide:
[Signature] 4/14/08
 Signature/Initial _____ Date _____

Standing Committee:
Hales

4-24-08

Next Meeting Date

Chairperson:
[Signature]
 Signature/Initial _____ Date _____

Returned to Presenter: _____
 Date _____

04-14-08P02:10 PCVD

SMRTNET MEMBER AGREEMENT

Table of Contents

	<u>Page</u>
ARTICLE I DEFINITIONS	1
Section 1.01 Agreement	1
Section 1.02 Associated Software and Associated Hardware	1
Section 1.03 Authorized User	1
Section 1.04 Board	1
Section 1.05 Business Associate	1
Section 1.06 Contractor	1
Section 1.07 Council	1
Section 1.08 Covered Entity	1
Section 1.09 Data Provider	2
Section 1.10 Data Recipient	2
Section 1.11 Designated Record Set	2
Section 1.12 Electronic Protected Health Information ("EPHI")	2
Section 1.13 Founding Members	2
Section 1.14 Health Care Operations	2
Section 1.15 HHS	2
Section 1.16 HIPAA	2
Section 1.17 Individual	2
Section 1.18 Information	3
Section 1.19 Limited Data Set	3
Section 1.20 Management Committee	3
Section 1.21 Members	3
Section 1.22 Network	3
Section 1.23 Parties	3
Section 1.24 Payment	3
Section 1.25 Privacy Rule	3
Section 1.26 Protected Health Information ("PHI")	3
Section 1.27 Required By Law	3
Section 1.28 Secretary	3
Section 1.29 Security Incident	4
Section 1.30 SMRTNET or Network	4
Section 1.31 Software Vendor	4
Section 1.32 Treatment	4
ARTICLE II RECITALS	4
Section 2.01 Purposes of Agreement	4
ARTICLE III STORAGE OF INFORMATION AND DATA PROVIDER OBLIGATIONS	5
Section 3.01 Storage of Information on the Network	5

Table of Contents (continued)

	<u>Page</u>
Section 3.02 General Storage Principles.....	6
Section 3.03 Data Providers' Representation Regarding Legality of Access.....	6
Section 3.04 Licenses.....	7
ARTICLE IV ACCESS TO INFORMATION AND DATA RECIPIENT OBLIGATIONS	7
Section 4.01 License and General Access Principles.....	7
Section 4.02 Permissible Uses of the Network by Data Recipients.....	8
Section 4.03 Otherwise Permitted Uses of Information.....	8
Section 4.04 Access to Information By Data Recipients' Personnel.....	8
Section 4.05 Data Recipient's Responsibility for Authorized Users.....	9
Section 4.06 Access Reporting to Members.....	9
Section 4.07 Patient Care.....	10
Section 4.08 Acknowledgements Related to Access and Information.....	10
Section 4.09 Inaccurate Data.....	11
ARTICLE V CONFIDENTIALITY AND SECURITY	11
Section 5.01 Confidentiality.....	11
Section 5.02 Enforcement of Confidentiality by Members.....	11
Section 5.03 Access to Members' Business and Proprietary Data.....	11
Section 5.04 Security.....	12
Section 5.05 Malicious Software, Viruses and Other Threats.....	12
ARTICLE VI COORDINATION OF THE NETWORK	12
Section 6.01 Council Role.....	12
Section 6.02 Provision of Network Equipment, Software, and Training by Council.....	13
Section 6.03 Provision of Network Equipment and Software by Members.....	14
Section 6.04 Disclaimer of Warranties.....	14
Section 6.05 Carrier Lines.....	14
Section 6.06 Use of Network Equipment.....	15
Section 6.07 Cooperation With Council.....	15
ARTICLE VII HIPAA BUSINESS ASSOCIATE PROVISIONS	15
Section 7.01 Limits on Use and Disclosure.....	15
Section 7.02 Safeguards.....	17
Section 7.03 Report of Improper Use or Disclosure.....	17
Section 7.04 Agents and Subcontractors.....	17
Section 7.05 Access to Records.....	17
Section 7.06 Amendments to PHL.....	18

Table of Contents (continued)

	<u>Page</u>
Section 7.07 Documentation and Provision of Disclosures.....	18
Section 7.08 Availability of Internal Practices, Books and Records	19
Section 7.09 Change or Revocation of Permission.....	19
Section 7.10 No Request to Use or Disclose in Impermissible Manner.....	19
Section 7.11 Notice of Privacy Practices.....	19
ARTICLE VIII LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS	20
Section 8.01 No Warranties.....	20
Section 8.02 Unauthorized Access; Lost or Corrupt Data.....	20
Section 8.03 Indemnification.....	20
Section 8.04 Insurance.....	21
ARTICLE IX MANAGEMENT COMMITTEE.....	21
Section 9.01 Composition and Duties of Management Committee.....	21
Section 9.02 Voting.....	22
Section 9.03 Management Committee Decisions.....	22
Section 9.04 Meetings of Management Committee and Notice.....	23
ARTICLE X AMENDMENT AND ADDITION OF SUBSEQUENT MEMBERS	23
Section 10.01 Amendment.....	23
Section 10.02 Addition of New Members.....	23
ARTICLE XI TERM AND TERMINATION.....	24
Section 11.01 Term of the Agreement.....	24
Section 11.02 Use and Disclosure of Information After Termination.....	24
Section 11.03 Withdrawal of a Member.....	24
Section 11.04 Use and Disclosure of Information After Withdrawal.....	25
Section 11.05 Infeasibility of Return of Information	25
ARTICLE XII MISCELLANEOUS PROVISIONS	26
Section 12.01 Participation in a National Health Information Network.....	26
Section 12.02 Multiple Roles of Parties	26
Section 12.03 Governing Law	26
Section 12.04 Multiple Counterparts.....	26
Section 12.05 Incorporation By Reference.....	26
Section 12.06 Gender.....	26
Section 12.07 Headings	26
Section 12.08 Succession and Assignment.....	26

Table of Contents (continued)

	<u>Page</u>
Section 12.09 No Third Party Rights.....	27
Section 12.10 Compliance With Laws	27
Section 12.11 Notice.....	27
Section 12.12 Independent Contractors.....	27
Section 12.13 Notification of Claims	27
Section 12.14 Regulatory References.....	27
Section 12.15 Corporate Compliance	27
Section 12.16 Waiver of Breach.....	28
Section 12.17 Force Majeure.....	28
Section 12.18 Complete Understanding	28

SMRTNET MEMBER AGREEMENT

ARTICLE I **Definitions**

Section 1.01 Agreement. The term "Agreement" shall mean this document, namely the SMRTNET Member Agreement.

Section 1.02 Associated Software and Associated Hardware. The terms "Associated Software and Associated Hardware" mean the software and/or hardware required to access the Network, as more particularly described on Exhibit A.

Section 1.03 Authorized User. The term "Authorized User" shall mean an individual designated by a Data Recipient to access the Network on behalf of the Data Recipient, including without limitation, an employee of a Data Recipient or a credentialed member of a Data Recipient's medical staff.

Section 1.04 Board. The term "Board" shall mean the Board of the Cherokee County Health Services Council.

Section 1.05 Business Associate. The term "Business Associate" shall mean Council when it, pursuant to this Agreement:

(a) On behalf of a Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity, performs, or assists in the performance of:

(1) A function or activity involving the use or disclosure of PHI, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

(2) Any other function or activity regulated by the Privacy Rule; or

(b) Provides, other than in the capacity of a member of the workforce of a Covered Entity, legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR § 164.501), management, administrative, accreditation, or financial services to or for a Covered Entity, where the provision of the service involves the disclosure of PHI from such covered entity, or from another business associate of the Covered Entity to the Business Associate.

Section 1.06 Contractor. The term "Contractor" shall mean Tablequah City Hospital.

Section 1.07 Council. The term "Council" shall mean the Cherokee County Health Services Council.

Section 1.08 Covered Entity. The term "Covered Entity" shall mean a Member that is a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160, 162, or 164.

Section 1.09 Data Provider. The term "Data Provider" shall mean those Members that submit and store Information on the Network. Unless also a Data Recipient, a Data Provider shall not have access to the Information stored on the Network. New Data Providers may be added from time to time by action of the Management Committee.

Section 1.10 Data Recipient. The term "Data Recipient" shall mean those Members that have access to the Network Information under the terms of this Agreement. New Data Recipients may be added from time to time by action of the Management Committee.

Section 1.11 Designated Record Set. The term "Designated Record Set" shall mean a group of records maintained by Business Associate for a Covered Entity that is: (a) the medical records and billing records about Individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used in whole or in part, by or for a Covered Entity to make decisions about Individuals. For these purposes, the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.

Section 1.12 Electronic Protected Health Information ("E PHI"). The term "Electronic Protected Health Information" shall mean PHI that is transmitted by "electronic media" (as that term is defined at 45 CFR § 160.103) or that is maintained in any form of electronic media.

Section 1.13 Founding Members. The term Founding Members shall mean the following entities: Bill Willis Community Mental Health and Substance Abuse Services, Cherokee County Health Department, Cherokee County Health Services Council, Cherokee Nation, Hastings Indian Medical Center, Northeastern Oklahoma Community Health Centers, Northeastern State University, and Tahlequah City Hospital.

Section 1.14 Health Care Operations. The term "Health Care Operations" shall have the same meaning as such term is defined in 45 CFR § 164.501, including but not limited to conducting quality assessment and improvement activities, outcomes evaluations, development of clinical guidelines, population-based activities relating to improving health or reducing health care costs, case management, and care coordination.

Section 1.15 HHS. The term "HHS" shall mean the United States Department of Health and Human Services.

Section 1.16 HIPAA. The term HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, all as amended.

Section 1.17 Individual. The term "Individual" shall mean a person who is the subject of PHI, and shall have the same meaning as the term "individual" as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

Section 1.18 Information. The term "Information" shall mean the written or electronic information stored by Data Providers on the Network as more fully described in Section 3.01.

Section 1.19 Limited Data Set. The term "Limited Data Set" shall mean PHI that excludes all direct identifiers of an Individual or of all relatives, employers, or household members of the Individual that are required to be removed pursuant to 45 CFR § 164.514(e).

Section 1.20 Management Committee. The term "Management Committee" shall mean the committee established pursuant to ARTICLE IX of this Agreement.

Section 1.21 Members. The term "Members" shall mean entities that are Data Providers and/or Data Recipients. New Members may be added from time to time by the action of the Management Committee under the procedures in Section 10.02.

Section 1.22 Network. The term "Network" shall mean the Secure Medical Records Transfer Network as described in this Agreement.

Section 1.23 Parties. The term "Parties" shall mean Council, Data Recipients, and Data Providers.

Section 1.24 Payment. The term "Payment" shall have the same meaning as such term is defined in 45 CFR §164.501, including, but not limited to, obtaining or providing reimbursement for the provision of health care.

Section 1.25 Privacy Rule. The term "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as amended.

Section 1.26 Protected Health Information ("PHI"). The term "Protected Health Information" and the abbreviation "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the individually identifiable health information created or received by Business Associate from or on behalf of a Covered Entity. This term shall include Electronic Protected Health Information.

Section 1.27 Required By Law. The term "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

Section 1.28 Secretary. The term "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Section 1.29 Security Incident. The term "Security Incident" shall have the meaning as the term "security incident" in 45 CFR § 164.304 which generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Section 1.30 SMRTNET or Network. The terms "SMRTNET" and Network shall mean the Secure Medical Records Transfer Network as described in this Agreement.

Section 1.31 Software Vendor. The term "Software Vendor" shall mean the third-party with which Contractor or Council may contract to provide software, hardware, and other services related to the storage, use, and disclosure of Information by and between Members.

Section 1.32 Treatment. The term "Treatment" shall have the definition assigned to it by the Privacy Rule at 45 CFR § 164.501, namely, the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party, consultation between health care providers relating to a patient, or the referral of a patient for health care from one health care provider to another.

ARTICLE II **Recitals**

Section 2.01 Purposes of Agreement.

(a) The Agency for Healthcare Research and Quality of the U.S. Department of Health and Human Services has provided funds through a contract with Contractor to create and conduct a health information network ("SMRTNET" or "Network") to allow the centralized collection and storage of patient data for access and use by Data Recipients.

(b) SMRTNET is organized to facilitate health information sharing and aggregation for Treatment and Health Care Operations through the Network and in a manner that complies with all applicable laws and regulations, including without limitation, those protecting the privacy and security of health information.

(c) The Parties recognize the benefits in increased quality of patient care to be gained from the sharing of patients' medical information. Through the sharing of health information of patients who are seen by more than one of the Members, the Network seeks to reduce the costs of care inefficiencies such as unnecessary repeat testing and

increase the accuracy of medical diagnoses through common and rapid access to patient information through electronic means to lead to improved outcomes for patients.

(d) The Parties desire to store Information on the Network, allowing Data Recipients access to such Information, and/or retrieve patient data from the Network in order to provide informed health care to patients.

(e) The Parties recognize the national effort to create a national health information network and desire to create and maintain the Network in a manner that is consistent with the national effort and that will ultimately allow the Network to become a part of, and share Information with, a larger national health information network.

ARTICLE III

Storage of Information and Data Provider Obligations

Section 3.01 Storage of Information on the Network.

(a) Data Providers shall store Information in electronic data files dedicated to each respective Member on the Network. Information shall be submitted to the Software Vendor through Software Vendor's then-existing protocols for receiving Information from Data Providers. Unless exempted by the Management Committee, the Data Providers agree that they each shall make good faith efforts to store, at a minimum, the following information (to the extent actually maintained by a Data Provider and as allowed by law):

- (1) Patient demographic information;
- (2) Diagnosis;
- (3) Pharmacy;
- (4) Allergies and reactions;
- (5) Laboratory results;
- (6) History and physical;
- (7) Immunizations; and
- (8) Health risk factors.

(b) As soon as reasonably practicable after the execution of this Agreement, Data Providers shall submit at least twelve (12) months' of retrospective Information to the Network, to the extent allowed by law.

(c) Data Providers may store Information in addition to the minimum set of Information required by this Section and are encouraged to submit any and all information that may be relevant to the clinical care of a patient. The Management Committee may vote to require Members to submit additional categories of Information pursuant to Section 9.02, but may not vote to reduce the Information to be submitted to the Network defined in this Agreement.

Section 3.02 General Storage Principles.

(a) Each Data Provider shall use reasonable and appropriate efforts to ensure that all Information it provides to the Network is accurate, free from serious error, reasonably complete and provided in a timely manner.

(b) Data Providers' Information shall not be used for any of the following purposes:

(1) Any use not allowed by this Agreement or a decision of the Management Committee;

(2) Any use that is prohibited by the laws of the United States of America or the laws of the State of Oklahoma;

(3) Conducting comparisons of the performance of other Members and/or Authorized Users, without the express written consent of Council and each of the Members and Authorized Users being compared.

Section 3.03 Data Providers' Representation Regarding Legality of Access.

(a) Each Data Provider represents and warrants that it is authorized to allow the Data Recipients, Council, and Council's subcontractors to access the Information; provided that such access is made as described in this Agreement pursuant to the Privacy Rule and all other applicable federal, state, and local laws, and/or pursuant to a duly executed authorization from any Individual to whom the Information applies.

(b) To the best of each Data Provider's knowledge, storing the Information on the Network does not violate any rights, including copyrights, of third parties.

(c) If federal, state, or local law requires Data Provider to obtain a patient's authorization or consent prior to submitting Information to the Network, or prior to

allowing the Data Recipients to access Information on the Network, Data Provider shall obtain any such consents or authorizations before submitting Information to the Network and such consents or authorizations shall be broad enough to allow the uses and disclosures allowed by this Agreement. Without limiting the foregoing, Data Provider shall obtain an authorization for the release of psychotherapy notes pursuant to 45 CFR § 164.508(a)(2) and a consent for the release of drug and alcohol abuse treatment records pursuant to 42 CFR Part 2, as applicable. Data Provider shall provide a copy of any such consents or authorizations to Council or a Data Recipient upon request.

Section 3.04 Licenses.

(a) Council grants to each Data Provider, and each Data Provider shall be deemed to have accepted, a non-exclusive, personal, nontransferable, limited right to have access to and to use the Network for the purposes of complying with the obligations described in this Article, subject to the Data Provider's full compliance with this Agreement and Management Committee decisions. Council retains all other rights to the Network and all the components thereof. No Data Provider shall obtain any rights to the Network except for the limited rights to use the Network expressly granted by this Agreement.

(b) Data Providers grant to Council and Council's subcontractors a perpetual, fully-paid, worldwide, non-exclusive, royalty-free right and license (i) to license and/or otherwise permit others to access through the Network and use all Information provided by the Data Provider in accordance with this Agreement and Management Committee decisions, and (ii) to use such Information to carry out Council's and subcontractors' duties under this Agreement, including without limitation Network administration, testing, problem identification and resolution, management of the Network, data aggregation activities as permitted by applicable state and federal laws and regulations, including without limitation, those promulgated under HIPAA, and otherwise as Council determines is necessary and appropriate to comply with and carry out its obligations under all applicable federal, state and local laws and regulations.

ARTICLE IV

Access to Information and Data Recipient Obligations

Section 4.01 License and General Access Principles.

(a) Council grants to each Data Recipient, and each Data Recipient shall be deemed to have accepted, a non-exclusive, personal, nontransferable, limited right to have access to and to use the Network, subject to the Data Recipient's full compliance with this Agreement and Management Committee decisions. Council retains all other rights to the Network and all the components thereof. No Data Recipient shall obtain any

rights to the Network except for the limited rights to use the Network expressly granted by this Agreement.

(b) A Data Recipient may use the Network only for the permitted purposes described in this Agreement and pursuant to Management Committee decisions.

(c) Data Recipient agrees to obtain any required consents or authorizations under applicable federal, state, or local law that may be necessary to authorize the disclosure or receipt by Data Recipient of Information relating to a patient and shall provide Council with any such consents upon request. Data Recipient warrants that any request or access of Network Information by Data Recipient will be authorized by any such consents or authorizations before the request or access is made.

(d) The Data Recipient shall use the Network only for the Data Recipient's own account, and shall not use any part of the Network to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services or equivalent services to a third party.

(e) The Data Recipient shall not use the Network for any purpose or in any manner that is prohibited by the laws of the United States of America or the laws of the State of Oklahoma.

(f) A Data Recipient shall not use the Network to aggregate data to compare the performance of other Members and/or Authorized Users, without the express written consent of Council and each of the Members and Authorized Users being compared.

Section 4.02 Permissible Uses of the Network by Data Recipients. Information stored on the Network may only be used and disclosed for the purposes described in Exhibit B to this Agreement as it may be amended from time to time by the Council, but only after a recommendation from the Management Committee pursuant to Section 9.02 and Section 9.03. The Council may, from time to time, establish fee schedules related to the uses and disclosures of Information under this Agreement.

Section 4.03 Otherwise Permitted Uses of Information. Notwithstanding any other Section of this Agreement, the Parties may use or disclose for any lawful purpose Information that: (a) is in the possession of the Party prior to the time of the disclosure to the Party by the Members and was not acquired, directly or indirectly, from the Members or the Network; or (b) is made available to the Party by a third party who has the legal right to do so.

Section 4.04 Access to Information By Data Recipients' Personnel. Each Data Recipient shall determine the Authorized Users under its control who may access the Network to retrieve Information for the Treatment of patients. Each Data Recipient shall provide electronic files to Council of its Authorized Users in accordance with a procedure developed by Council.

Based on the information provided by the Data Recipient, Council shall issue a user name and password to each Authorized User and shall permit the Authorized User to access the Network. Council shall provide each such user name and password to the Data Recipient and the Data Recipient shall be responsible to communicate that information to the appropriate Authorized User. When the Data Recipient removes an individual from its list of Authorized Users and informs Council of the change, Council shall cancel the user name and password of such individual, and cancel and de-activate the user name and password of such individual if that individual is as a result of the change no longer an Authorized User.

Section 4.05 Data Recipient's Responsibility for Authorized Users. Each Data Recipient shall be solely responsible for all acts and omissions of the Data Recipient and/or the Data Recipient's Authorized Users, and all other individuals who access the Network either through the Data Recipient or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Data Recipient or any of the Data Recipient's Authorized Users, with respect to the Network and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the Data Recipient. Each Data Recipient shall certify:

- (a) That its Authorized Users have received training regarding the confidentiality of PHI under the Privacy Rule and all other applicable federal, state, and local laws and agree to protect the Information in compliance with the Privacy Rule, such laws and this Agreement;
- (b) That its Authorized Users shall only access the Network for purposes approved by the Data Recipient and that are consistent with this Agreement and the decisions of the Management Committee;
- (c) That its Authorized Users have agreed to hold any passwords, or other means for accessing the Network, in a confidential manner and to release them to no other individual;
- (d) That its Authorized Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the Network and may constitute cause for disciplinary action by the Data Recipient.
- (e) That it has restricted access to the Network only to the Authorized Users that the Data Recipient has identified pursuant to this Section.

Data Recipient shall immediately notify the Network when an Authorized User's access to the Network should be removed.

Section 4.06 Access Reporting to Members. Upon request, Council shall provide to each Member statistical summaries indicating the number of accesses to the requesting

Member's own Information by accessing site and including a list of all queries to the Network by patient names and date of birth. The foregoing summaries shall be provided at no cost. Additional detail about a Member's own Information may be obtained by a Member at a reasonable fee in compliance with the provisions of this Agreement.

Section 4.07 Patient Care. Without limiting any other provision of this Agreement, the Member and the Member's Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving Treatment, patient care, utilization management, and quality management for their respective patients and clients resulting from or in any way related to the use of the Network or the Information made available thereby. No Member or Authorized User shall have any recourse against, and hereby waive, any claims against Council and Contractor for any loss, damage, claim or cost relating to or resulting from the Member's or Authorized User's own use or misuse of the Network.

Section 4.08 Acknowledgements Related to Access and Information.

(a) The Network uses available technology to match patient identities with their records in the Network to provide Data Recipients with patients' Information. Because patient Information is maintained in multiple places and because not all patient Information is kept in a standard fashion, it is possible that false matches may occur or that there may be errors or omissions in the Information provided to a Data Recipient. To that end, it is incumbent upon the Data Recipient to verify the patient's Information with each patient before the Information is relied upon in treating or diagnosing the patient. Council does not independently verify or review the Information transmitted through the Network for accuracy or completeness. Further, Council does not make any representations or promises regarding the continued participation of any particular Data Provider or the availability of any or all of the Information on the Network. Data Providers and/or Information may be added to or deleted from the Network at any time and such changes may be beyond the control of Council and may occur without prior notice to Data Recipient.

(b) Members acknowledge and agree that the Associated Software is an information management tool only and that it contemplates and requires the involvement of healthcare professionals. Members further acknowledge and agree that Council and Software Vendor have not represented their services as having the ability to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine or of other professional or academic disciplines. In addition, all content of the Associated Software has been developed and reviewed by Software Vendor based upon published data and the experiences of qualified professionals whenever possible; however, it is the Member's responsibility to validate all content against its standard operating procedures, and all federal, state and local regulations. Neither Software Vendor nor Council shall be responsible for any errors, misstatements, inaccuracies, or

omissions regarding the content of the Associated Software, although every effort has been made to ensure its quality and accuracy. Members assume all risk for selection and use of the content in the Associated Software.

Section 4.09 Inaccurate Data. All data to which access is made through the Network and/or the Services originates from Data Providers, and not from Council. All such data is subject to change arising from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in the patient's health condition, the passage of time and other factors. Council neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, Council shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by a Data Provider, or used by a Data Recipient, pursuant to this Agreement.

ARTICLE V **Confidentiality and Security**

Section 5.01 Confidentiality. The Data Recipients agree that any Information obtained from the Network will be kept confidential pursuant to the Privacy Rule and all other applicable federal, state, and local laws, statutes and regulations, as well as each Data Recipient's own rules and regulations governing the confidentiality of patient records and information. Any hard copy of Information acquired from the Network for Treatment purposes will be placed in the patient's medical record that is maintained by Data Recipient. Data Recipients agree to report promptly to the Management Committee any breach of the confidentiality of the Information of which it becomes aware. Notwithstanding the foregoing, individual patient Information that is acquired from the Network for patient Treatment purposes shall become a part of Data Recipient's clinical record for that patient, and consequently, if such Information is incorporated into such record, Council, and Members shall no longer have the right to control further downstream uses or disclosures of such Information.

Section 5.02 Enforcement of Confidentiality by Members. Each Member agrees to enforce the confidentiality provisions of this Agreement by appropriately disciplining individuals within each Member's organization who violate the confidentiality of the Information pursuant to each Member's respective confidentiality and disciplinary policies.

Section 5.03 Access to Members' Business and Proprietary Data. Council agrees that it will not provide any data related to patient volume, charges to patients or third-party payers and similar reimbursement data, and Members' practice patterns to any other Member or third-party, and will not publish any such data in an identifiable form, without the written permission of the affected Member.

Section 5.04 Security. Members shall implement security measures with respect to the Network. Such security measures shall be as stringent as those required by the Security Standards promulgated pursuant to HIPAA (45 CFR Parts 160 and 164).

Section 5.05 Malicious Software, Viruses and Other Threats. Members shall use reasonable efforts to ensure that their connection to and use of the Network, including without limitation the medium containing any data or other information provided to the Network, does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms and Trojan Horses) which will disrupt the proper operation of the Network or any part thereof or any hardware or software used by Council in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the Network or any part thereof or any hardware, software or data used by Council or any other Member in connection therewith, to be destroyed, damaged or rendered inoperable.

ARTICLE VI **Coordination of the Network**

Section 6.01 Council Role.

- (a) Council shall administer the Network and may delegate any of its responsibilities set forth in this Agreement to one or more subcontractors. The Members acknowledge and agree that access to the Information shall be granted to Council for all of its functions and obligations under this Agreement and shall be granted to Council's subcontractors for the sole purpose of assisting Council in its responsibilities hereunder.
- (b) If Council determines that the services of one or more subcontractors is necessary to fulfill some or all of Council's obligations to the Network, Council may select such subcontractor(s) and shall provide notice to the Management Committee of the identify and purpose of the subcontractor. If no Management Committee member raises a written objection to Council regarding the engagement of the subcontractor within fourteen (14) days of Council's notice, Council may engage such subcontractor without further approval of the Management Committee. If any member of the Management Committee raises a written objection to Council regarding the engagement of the subcontract within fourteen (14) days of the Council's notice, Council may not engage such subcontractor without the approval of the Management Committee pursuant to Section 9.02.
- (c) Council shall employ security mechanisms that are consistent with the final Security Standards (45 CFR Parts 160, 162, and 164) issued pursuant to the Health

Insurance Portability and Accountability Act of 1996 to provide for the security of the Information.

(d) By using the Network, each Member shall acknowledge that other Members have access to the Network. Such other Members have agreed to comply with this Agreement; however, the actions of such other parties are beyond the control of Council. Accordingly, Council does not assume any liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on the Network resulting from any Member's actions or failures to act.

Section 6.02 Provision of Network Equipment, Software, and Training by Council.

(a) Council shall provide to each Member the software and/or hardware required to access the Network, as more particularly described on Exhibit A (the "Associated Software" and "Associated Hardware," respectively), as well as training to use the Associated Software. Associated Hardware and Associated Software may be provided through Software Vendor. Members shall cooperate with Council and Software Vendor to install, implement, and maintain the Associated Software and Associated Hardware at Member's location(s). The Members acknowledge that Software Vendor shall retain all right, title, and interest in any Associated Software (and any intellectual property associated with Associated Software and all derivative works related thereto) or Associated Hardware supplied through Contractor's or Council's contract with Software Vendor, and that Software Vendor may remove any such Associated Software or Associated Hardware at any time after providing Contractor or Council with reasonable notice. Use of the Associated Software or Associated Hardware by a Member may require that a Member enter into separate subscription, licensing, or other agreements with Software Vendor, or which may be open-source. Each Member shall not unreasonably withhold its execution of such agreements as may be required for the use of such software, hardware or services, and shall comply with the terms of any license or other agreement held by Member, and any open-source or similar licenses, relating to third-party products included in Associated Software.

(b) Council grants (or will secure a grant) to each Member a non-exclusive, personal, nontransferable, limited license to use the Associated Software and the Associated Hardware for access to or use of the Network.

(c) The Member shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create the Associated Software or the Network, or to create any derivative works from the Associated Software or the Network. The Member shall not modify the Associated Software or combine the

Associated Software with any other software or services not provided or approved by Council.

Section 6.03 Provision of Network Equipment and Software by Members. Each Member shall be responsible for procuring all equipment, communication lines/web access, and software necessary for it to access the Network (with the exception of the Associated Software and Associated Hardware), use the Associated Software, and provide to Council all information required to be provided by the Member ("Member's Required Hardware and Software"). Each Member's Required Hardware and Software shall conform to Council's or Software Vendor's then-current specifications. Council or Software Vendor may change such specifications from time to time in their sole discretion upon not less than sixty (60) days prior notice to each Member affected by the change. As part of the Member's obligation to provide Member's Required Hardware and Software, the Member shall be responsible for ensuring that all the Member's computers to be used to interface with the Network are properly configured, including but not limited to the operating Network, web browser and Internet connectivity.

Section 6.04 Disclaimer of Warranties. The Parties do not intend for the provision of the equipment, software, services, or training to any Member to constitute a sale or lease, the Members nevertheless acknowledge that any equipment associated with the Network provided to the Members by Council or any other Member or third-party associated with the Network is provided **AS IS WITH ALL FAULTS. COUNCIL, CONTRACTOR, MEMBERS, AND ALL SUCH THIRD-PARTIES HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH MAY BE CLAIMED REGARDING ANY OF THE EQUIPMENT SUPPLIED TO THE MEMBERS. COUNCIL, MEMBERS, AND ALL SUCH THIRD-PARTIES SPECIFICALLY HEREBY EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The Members agree to hold harmless Council, Contractor, the other Members, and any such third-parties for any failure of any hardware, commercial software, communication lines, or other equipment supplied for use in connection with the Network or for the failure to supply or maintain said equipment. The foregoing sentence, or any other part of this Agreement that limits the liability of any Member, Council, or Contractor, shall not be effective to limit the liability of any Member, Council, or Contractor to any claim made by the State of Oklahoma, any Agency of the State of Oklahoma or any subdivision of said Agency, or any political subdivision of the State of Oklahoma. Council, Contractor, the other Members, and such third-parties shall take all reasonable steps to assure that manufacturers' and sellers' warranties may be enforced by the Members, and shall cooperate with the Members in exercising warranty rights.

Section 6.05 Carrier Lines. By using the Network, each Member shall acknowledge that access to the Network is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained,

and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond Council's control. Council assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at user's risk and is subject to all applicable local, state, and national laws.

Section 6.06 Use of Network Equipment. The Members agree that any equipment associated with the Network, whether supplied by Council or a Member, shall not be used in any way that interferes with Network-based activity. A Member shall be solely responsible for any damage to a computer system, loss of data, and any damage to the Network caused by that Member or any person using a username assigned to the Member or a Member's Authorized Users.

Section 6.07 Cooperation With Council.

(a) The Members agree to provide assistance and cooperate with Council with regard to the installation and maintenance of the software or equipment necessary to store Information on and access the Network. The Members agree to exercise reasonable care in the use of the equipment provided by Council, and further agree to immediately notify Council upon the malfunction of any of said equipment.

(b) The Members agree to cooperate in the process of standardized coding of physician orders and test results.

(c) Each Member agrees to reimburse Council or Contractor for any actual costs incurred by Council or Contractor under any contract with Software Vendor related to time, materials, and travel expenses incurred in resolution of a problem that is determined to originate within the Member, its applicable infrastructure, a Member device, or Member's Required Hardware and Software.

(d) Except for fees authorized by or imposed by the Management Committee pursuant to Section 9.01(a)(11), no Member shall impose or charge any other Member or third-party any fee related to the Network.

ARTICLE VII
HIPAA Business Associate Provisions

Section 7.01 Limits on Use and Disclosure.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law. Business Associate may use and disclose PHI to perform those functions, activities, or services that Business

Associate performs for, or on behalf of, each Covered Entity as specified in this Agreement (including, but not limited to, Exhibit B), provided that such use or disclosure would not violate the Privacy Rule if done by a Covered Entity. Such functions, activities, or services shall include, but not be limited to, performing any function Covered Entity is required or authorized to perform under this Agreement, maintaining the Network, making disclosures to Data Recipients for the purposes set forth in Exhibit B, and reporting Information to appropriate governmental agencies for public health purposes. Any such use or disclosure shall be limited to those reasons and those individuals as necessary to meet the Business Associate's obligations under this Agreement.

(b) Business Associate shall not use or disclose PHI for any fundraising or marketing purposes. Further, Business Associate will not make the following disclosures that are otherwise allowed to be made by a Covered Entity under 45 C.F.R. § 164.512 unless compelled to do so by law or unless such a disclosure is specifically authorized or required by this Agreement:

- (1) About victims of abuse, neglect, or domestic violence;
- (2) For health oversight activities;
- (3) For judicial and administrative proceedings;
- (4) For law enforcement purposes;
- (5) About decedents;
- (6) For cadaveric organ, eye, or tissue donation purposes;
- (7) To avert a serious threat to health or safety;
- (8) For specialized government functions; or
- (9) For workers' compensation purposes;

If Business Associate is requested to make a disclosure for one of the foregoing reasons, it shall forward such request to the Covered Entity so that the Covered Entity can coordinate and prepare a timely response. Business Associate shall make PHI available to the Covered Entity for the foregoing reasons if requested to do so in writing by the Covered Entity for the Covered Entity to coordinate and prepare a timely response.

(c) Notwithstanding Section 7.01(a), Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal

responsibilities of the Business Associate. Furthermore, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

(d) If a Business Associate provides data aggregation services, the Business Associate may use PHI to provide data aggregation services to a Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as otherwise provided by this Agreement.

Section 7.02 Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical and technological safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate further agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.

Section 7.03 Report of Improper Use or Disclosure. Business Associate agrees promptly to report to a Covered Entity any use or disclosure of the Covered Entity's PHI not provided for by this Agreement of which Business Associate becomes aware. Business Associate further agrees to report to Covered Entity, or his/her designee, in writing, any physical or technical Security Incidents of which it becomes aware.

Section 7.04 Agents and Subcontractors. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, a Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to PHI. Such written agreement shall also require the agent or subcontractor to implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

Section 7.05 Access to Records. Business Associate shall provide reasonable access to PHI in a Designated Record Set in the Business Associate's possession to the Covered Entity to which the PHI belongs in order for the Covered Entity to meet the requirements under 45 CFR § 164.524 with regard to providing an Individual with a right to access the Individual's PHI. Prior to making a request to Business Associate under this Section, Members shall make a good faith effort to gather the requested PHI from their own data sources. In any event, Business Associate shall not respond directly to requests from Individuals for access to their PHI in a Designated

Record Set. Business Associate will refer such Individuals to the relevant Covered Entity so that the Covered Entity can coordinate and prepare a timely response to the Individual.

Section 7.06 Amendments to PHI.

(a) Business Associate shall provide reasonable access to PHI in a Designated Record Set in the Business Associate's possession to the Covered Entity to which the PHI belongs for Covered Entity to make any amendments that Covered Entity agrees to make pursuant to 45 CFR § 164.526 or to otherwise allow Covered Entity to comply with its obligations under 45 CFR § 164.526. Amendments to PHI in the Network shall be made by Covered Entity to the Network through routine submissions of Information via an electronic interface from a system operated by the Covered Entity.

(b) Business Associate shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. Business Associate will refer such Individuals to the relevant Covered Entity so that the Covered Entity can coordinate and prepare a timely response to the Individual.

Section 7.07 Documentation and Provision of Disclosures.

(a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Such documentation shall be kept with regard to all disclosures of PHI except for the disclosures that are excepted from the accounting requirement at 45 CFR § 164.528(a) (as it may be amended from time to time).

(b) For each non-excepted disclosure, Business Associate shall document the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure. In the alternative, Business Associate may document and report disclosures in accordance with 45 CFR § 164.528(b)(3)-(4).

(c) Business Associate shall provide to a requesting Covered Entity, within a reasonable time period after Covered Entity's request, information collected in accordance with this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. However, Business Associate shall not respond directly to requests from Individuals for an accounting of disclosures. Business Associate will refer such Individuals to the

relevant Covered Entity so that the Covered Entity can coordinate and prepare a timely response to the Individual.

Section 7.08 Availability of Internal Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, a Covered Entity available to the Secretary, in a reasonable time and manner designated by the Secretary, for purposes of determining a Covered Entity's compliance with the Privacy Rule.

Section 7.09 Change or Revocation of Permission. Each Covered Entity shall provide Business Associate with written notice of any changes in, or revocation of, permission by an Individual to use or disclose PHI, or of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, if such changes or restrictions affect a Business Associate's permitted or required uses and disclosures. A Covered Entity shall not agree to any such changes or restrictions without consulting with Business Associate to determine whether Business Associate and the Network are physically, administratively, and technologically capable of complying with such changes or restrictions, and without obtaining Business Associate's consent (which will not be unreasonably withheld). Business Associate shall not be responsible for any use or disclosure that fails to comply with any such change or revocation that occurs prior to being notified by the Covered Entity pursuant to this Section.

Section 7.10 No Request to Use or Disclose in Impermissible Manner. Except as necessary for the management and administrative activities of the Business Associate as allowed in Section 7.01(c), a Covered Entity shall not request a Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. No Business Associate shall be responsible for any compliance with, or failure to comply with, a request from Covered Entity to use or disclose PHI in a manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Section 7.11 Notice of Privacy Practices. Each Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Each Covered Entity shall ensure that its Notice of Privacy Practices includes provisions that adequately inform Individuals: (a) that their PHI may be used and disclosed and received from other health care providers for Treatment purposes; and (b) that their PHI may be used and disclosed by Business Associate to perform functions like those allowed in this Agreement.

ARTICLE VIII
Limitations of Liability and Indemnifications

Section 8.01 No Warranties. Access to the Network and the information obtained by a Data Recipient pursuant to the use of those services are provided "as is" and "as available" without any warranty of any kind, expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. As to Council and Contractor, the Member is solely responsible for any and all acts or omissions taken or made in reliance on the Network or the information in the Network, including inaccurate or incomplete information. It is expressly agreed that in no event shall Council or Contractor be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if Council or Contractor has been apprised of the possibility or likelihood of such damages occurring. The foregoing sentence, or any other part of this Agreement that limits the liability of Council, any Member, or Contractor, shall not be effective to limit the liability of Council, any Member, or Contractor to any claim made by the State of Oklahoma, any Agency of the State of Oklahoma or any subdivision of said Agency, or any political subdivision of the State of Oklahoma. Council and Contractor disclaim any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the Network.

Section 8.02 Unauthorized Access; Lost or Corrupt Data. Council and Contractor are not responsible for unauthorized access to the Member's transmission facilities or equipment by individuals or entities using the Network or for unauthorized access to, or alteration, theft, or destruction of the Member's data files, programs, procedures, or information through the Network, whether by accident, fraudulent means or devices, or any other method. The Member is solely responsible for validating the accuracy of all output and reports and protecting the Member's data and programs from loss by implementing appropriate security measures, including routine backup procedures. The Member waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from programming error, operator error, equipment or software malfunction, security violations, or the use of third-party software. The foregoing sentence, or any other part of this Agreement that limits the liability of Council, any Member, or Contractor, shall not be effective to limit the liability of Council, any Member, or Contractor to any claim made by the State of Oklahoma, any Agency of the State of Oklahoma or any subdivision of said Agency, or any political subdivision of the State of Oklahoma. Council and Contractor are not responsible for the content of any information transmitted or received through the Network.

Section 8.03 Indemnification. To the extent allowed by law, Council and each Member (each, an "Indemnifying Party") each shall hold the other, Contractor, and, if the Member is the Indemnifying Party, the other Members (the "Indemnified Party") free of and harmless from all

liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, net of the proceeds of insurance, arising out of the act or omission of the Indemnifying Party or any of the Indemnifying Party's Authorized Users, members, agents, staff or employees, including the Indemnifying Party's failure to comply with or perform its obligations under this Agreement or the Indemnifying Party's use of or access to the Network or any Associated Software. The indemnification provided in this Section, however, shall not apply if the liability or damage is caused by the negligence or willful misconduct of the Indemnified Party. This Section shall survive the termination of this Agreement and the withdrawal of any Member. Notwithstanding the foregoing, the Council and Contractor shall not be liable for any act or omission of any subcontractor hereunder, including, without limitation, the Software Vendor (including, but not limited to, liability for indemnification under this Section).

Section 8.04 Insurance. Each Party represents and warrants that it has sufficient resources (which may include, but not be limited to, insurance) to support its indemnification obligation under this Agreement. Each party shall produce evidence of such resources to any other Party upon request.

ARTICLE IX **Management Committee**

Section 9.01 Composition and Duties of Management Committee.

(a) The Board shall establish and appoint a Management Committee to advise the Board on the operation of the Network and to exercise such powers and duties delegated to it by the Board. The initial members of the Management Committee shall be the Founding Members. The Management Committee's powers and duties shall be set forth in a written memorandum of agreement which shall be approved by a vote of at least 80% of the votes entitled to be cast by members of the Board and by a vote of at least 80% of the votes entitled to be cast by members of the Management Committee. Such memorandum of agreement may only be amended by an additional vote of at least 80% of the votes entitled to be cast by members of, respectively, the Board and the Management Committee.

(b) The Board, in its sole discretion, shall appoint a primary representative and an alternate representative from each member of the Management Committee to represent the Management Committee members on the Management Committee. Each Management Committee member's primary and alternate representatives shall serve at the pleasure of the Board and the Board shall be entitled to fill any vacancies left by representatives who resign or who are removed. Each Management Committee member shall nominate for the Board's consideration the individuals each member recommends for its primary and alternate representatives. In the event of a vacancy, the affected Management Committee member shall nominate a replacement representative for the

Board's consideration. Each representative shall have full authority to act on behalf of the Management Committee member he or she represents. Communications and notices regarding the Network shall be provided to the named representatives and Council shall be able to fully rely on the actions and representations of a Management Committee member's representatives, and shall be fully protected in such reliance. The Management Committee will meet from time to time, but not without at least forty-eight hours' written or e-mail notice to the Management Committee members' representatives. Management Committee meetings may be held by teleconference; provided that the meetings otherwise meet the remaining provisions of this Article.

(c) The Board, in its sole discretion and upon a recommendation of the Management Committee, may expand the Management Committee and add additional voting members and appoint representatives for such new voting members pursuant to Section 9.01(b).

Section 9.02 Voting.

(a) Each Management Committee member shall be entitled to exercise one vote on decisions made by the Management Committee, regardless of the number of their respective Management Committee representatives. At any meeting of the Management Committee, the presence of Management Committee members who hold at least 51% of the votes that may be cast by all Management Committee members shall constitute a quorum, and a vote of 80% of the votes held by the members of the Management Committee constituting the quorum shall be necessary for the transaction of any business at the meeting and for the Management Committee to exercise any of its powers hereunder or to make any recommendation to the Board.

(b) A Management Committee member may, upon written election delivered to the Board and to the Management Committee, elect to serve in an ex-officio position. A Management Committee member making such an election shall not be entitled to vote on any business before the Management Committee.

Section 9.03 Management Committee Decisions.

(a) No decision made by the Management Committee may contravene any provision of the Agreement or the spirit or intent thereof.

(b) Any decisions made by the Management Committee in accordance with Section 9.02 shall be incorporated into this Agreement as if fully set forth herein, shall control the relationship between the Parties and their respective obligations hereunder, and shall be binding on all Parties notwithstanding any other provision of this Agreement. All Parties hereby agree to comply with any such decisions.

(c) Notwithstanding the foregoing, a decision of the Management Committee may not be binding with respect to a Party if the affected Party objects in writing (i) within ten (10) days after a Management Committee decision is made with which it objects, or (ii) in the case of a meeting at which the Party's representatives were not present, within ten (10) days after receipt of written notification of the Management Committee decision. Such an objecting Party shall be entitled to abstain from complying with such decision without penalty unless the Party's concerns regarding the decision are accommodated by the other Parties to this Agreement.

Section 9.04 Meetings of Management Committee and Notice. Council shall provide written notice to Members of the dates, times, and agendas of Management Committee meetings. Members may submit written comments to Council regarding any item under Management Committee consideration and may propose items for a Management Committee agenda. Non-Founding Members may attend meetings of the Management Committee, but, may not cast a vote on any decision of the Management Committee, except as provided in Section 9.01(c). Council shall provide written notice to Members of Management Committee decisions.

ARTICLE X

Amendment and Addition of Subsequent Members

Section 10.01 Amendment. This Agreement and any other document executed by a Party to become a Member pursuant to **Section 10.02** shall together contain the entire agreement of the Parties and shall supersede all previous negotiations and agreements, whether written or oral. This Agreement may be amended only by an instrument in writing signed by the Party against whom the change, waiver, modification, extension, or discharge is sought, unless otherwise indicated in this Agreement.

Section 10.02 Addition of New Members. The Members acknowledge that additional Members may be added to the Network. Such additional Members may be added to the Network upon approval by the Council, but only after a recommendation by the Management Committee in compliance with **Section 9.02**. In its sole discretion, the Council may develop criteria for the automatic admission of new Members upon a vote of the Management Committee pursuant to **Section 9.02**. Subsequent Members shall be required to execute an Agreement substantially similar to this Agreement or that incorporates this Agreement by reference, in the discretion of the Management Committee. Notwithstanding the foregoing, the Management Committee, in its sole discretion, may modify the terms of this Agreement with respect to a new Member if it determines that it is reasonable and/or necessary to do so when adding a new Member to the Network. Any such modifications shall be clearly set forth in a writing that otherwise adopts, explicitly or by reference, the remaining provisions of this Agreement.

ARTICLE XI
Term and Termination

Section 11.01 Term of the Agreement. The term of this Agreement shall begin on _____, 20____ and shall last for a term of three (3) years. This Agreement shall thereafter automatically renew for additional three (3) year terms as to each Party unless such Party has provided written notice of its intent to withdraw pursuant to **Section 11.03** at least one hundred eighty (180) days before the renewal date. The withdrawal of less than all of the Members shall not be considered a termination of the Agreement and the remaining Members shall continue to participate under the terms of the Agreement, as amended.

Section 11.02 Use and Disclosure of Information After Termination. Upon the complete termination of this Agreement, the Members agree that the Information stored on the Network as of the date of the termination of the Agreement shall remain on the Network for use and disclosure, subject to Council's desire to continue maintaining the Network, under the following conditions:

(a) Data Recipients may continue to access all Network Information pursuant to **ARTICLE IV** and **ARTICLE V** of the Agreement until such time as an election is made by a Data Provider to disallow such access to its own Information. If a Data Provider elects to disallow access to its own Information on the Network, such Data Provider's Information will no longer be available to other Data Recipients and such an electing Data Provider, if also a Data Recipient, shall thereafter be precluded from accessing the Network. Notwithstanding, Information may continue to be used and disclosed for the reasons described in Section 11.05.

(b) Continued use and disclosure of the Information pursuant to **Section 11.02(a)** shall be subject to **ARTICLE V**, **ARTICLE VII**, and **ARTICLE VIII**.

Section 11.03 Withdrawal of a Member. A Member may withdraw from this Agreement in connection with any renewal of this Agreement pursuant to **Section 11.01**. Except as provided in the preceding sentence, a Member may withdraw from this Agreement prior to any renewal of the Agreement only: (a) upon written agreement between the withdrawing Member and the Council; or (b) for cause. The following shall constitute adequate cause for the withdrawal from this Agreement:

(a) A significant breach of another Member's duties of confidentiality under **ARTICLE V** of this Agreement with regard to Information stored on the Network by the withdrawing Member, or a significant breach of Council's duties under **ARTICLE VII** with regard to Information stored on the Network by the withdrawing Member (provided that the Member has allowed a reasonable time for Council to cure any such significant breach). Any claim of a significant breach by a Party shall be submitted to the

Management Committee which will determine, pursuant to Section 9.02 of this Agreement, whether a claimed breach is significant enough to constitute cause under this Agreement. This determination shall be an advisory opinion and shall not be binding on any party to this Agreement and shall not act as a waiver or determination of any Party's rights under federal, state, or local laws. In a vote to determine whether a breach is significant, the complaining party(ies) and the alleged-breaching party(ies) shall not participate (unless all Members other than the alleged-breaching party(ies) are complaining parties); or

(b) The inability of a withdrawing Member to access its own Information submitted to the Network due to causes controlled by Council. Such inability shall not constitute cause until a Member has provided notice to Council or its designee that such Information is inaccessible and after Council is unable to cure such inaccessibility after having been given sixty (60) days to do so after notice is provided.

(c) The failure of the Management Committee to reasonably accommodate a Member's objections to a Management Committee decision pursuant to Section 9.03(c).

Section 11.04 Use and Disclosure of Information After Withdrawal. Upon a Data Provider's withdrawal, the Information stored by such Member on the Network shall no longer be accessible by the Data Recipients (unless the Data Provider otherwise consents in writing) and all confidentiality provisions contained in this Agreement shall remain in force. Notwithstanding, Information may continue to be used and disclosed for the reasons described in Section 11.05.

Section 11.05 Infeasibility of Return of Information. The Parties recognize that due to the interconnectivity of the Network and the fact that the Members will be relying on the Information on the Network to make Treatment decisions for patients, it is necessary for the Information to remain on the Network for potential risk management and legal defense purposes. Therefore, it is infeasible for Information to be returned or destroyed at the termination of the Agreement or the withdrawal of a Member. However, if elected in compliance with, or mandated by a term of, this Article, Information may no longer be available for Members to access after the termination of this Agreement or the withdrawal of a Member except for the purposes that make the return or destruction of the Information infeasible. Council shall continue to store the Information on the Network subject to the confidentiality obligations in this Agreement and shall not further use or disclose the Information except as allowed by this Agreement, including, but not limited to, the reasons set forth above that make the return or destruction infeasible.

ARTICLE XII
Miscellaneous Provisions

Section 12.01 Participation in a National Health Information Network. The Parties recognize the effort by the federal government to promote the creation of a national interoperable health information network and the creation of the Network and this Agreement are a part of that effort. As a result, the Parties agree that, upon a vote by the Management Committee to participate in or otherwise affiliate with other regional health information networks and/or a national health information network, the Parties shall work cooperatively to reform this Agreement to allow such participation or affiliation and that the Parties will take all actions that are reasonable to effect such participation or affiliation including, without limitation, executing agreements with third-parties, obtaining new hardware or software, or modifying existing systems.

Section 12.02 Multiple Roles of Parties. The Parties recognize and acknowledge that a Party may be both a Data Provider and a Data Recipient, and, in the case of Tahlequah City Hospital, a Contractor. When executing this Agreement, each Party shall indicate the role(s) applicable to the Party under this Agreement and each Party shall comply with all provisions of this Agreement applicable to the role(s) undertaken by the Party.

Section 12.03 Governing Law. The scope, performance, validity, enforcement, and all other aspects of this Agreement shall be governed by the laws of the State of Oklahoma, unless otherwise preempted by the laws of the United States of America.

Section 12.04 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same

Section 12.05 Incorporation By Reference. All exhibits attached to this Agreement are incorporated by reference and made a part of this Agreement as if those exhibits were set forth at length in the text of this Agreement.

Section 12.06 Gender. Any reference to gender will be deemed to include the masculine, the feminine, and the neuter genders unless the context otherwise requires.

Section 12.07 Headings. Any subject headings used this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

Section 12.08 Succession and Assignment. This Agreement will be binding on, and will inure to the benefit of, the Parties and their respective successors and assigns. No party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

Section 12.09 No Third Party Rights. This Agreement does not and will not create in any natural person, corporation, partnership, or other organization any benefits or rights, and this Agreement will be effective only as to the Parties and their successors and assigns.

Section 12.10 Compliance With Laws. The Parties to this Agreement intend and in good faith believe that this Agreement complies with all federal, state, and local laws. If any provision of this Agreement is declared void by a court or arbitrator, or rendered invalid by any law or regulation, that portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of the severance would be to substantially alter the Agreement or obligations of the Parties, in which case, the Parties agree to attempt in good faith to renegotiate the Agreement to comply with such law(s) to the satisfaction of all Parties. In the event the Parties are not able to mutually agree to a new agreement within one hundred eighty (180) days, then any affected Party may withdraw pursuant to Section 11.03.

Section 12.11 Notice. All notices, requests, demands, and other communications associated with this Agreement shall be in writing and will be deemed to have been duly given on the date of service if served personally on, or by facsimile transmission to, the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed to the individuals executing this Agreement on behalf of the respective Parties as set forth on the signature portion of this Agreement, with a copy to other persons as such Parties may designate in writing to Council.

Section 12.12 Independent Contractors. It is mutually understood and agreed that in performing their respective duties and obligations hereunder, the Parties are at all times acting as independent contractors with respect to each other. Nothing in this Agreement shall constitute or be construed to create a partnership or joint venture between or among the Parties.

Section 12.13 Notification of Claims. Each Party shall provide all other Parties with written notice within five (5) business days after notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement, regardless of whether the other Parties are named as a party in such claims, demands, causes of action, lawsuits, or enforcement actions.

Section 12.14 Regulatory References. A reference in this Agreement to a section in a federal, state, or local statute, law, or regulation means the section in effect at the relevant time or as amended.

Section 12.15 Corporate Compliance. The Parties acknowledge that some or all of them have in place a Corporate Compliance Program ("Program") which has as its goal to ensure that the Party complies with federal, state, and local laws and regulations. These Programs focus on risk management, the promotion of good corporate citizenship, including the commitment to

uphold a high standard of ethical and legal business practices, and the prevention of misconduct. The Parties acknowledge one another's respective commitments to their Programs and agree to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of Program Compliance adopted by the respective Parties.

Section 12.16 Waiver of Breach. No failure or delay by any party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach.

Section 12.17 Force Majeure. No Party shall be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section shall not apply to obligations imposed under applicable laws and regulations or obligations to pay money.

Section 12.18 Complete Understanding. This Agreement and any other document executed by a Party to become a Member pursuant to Section 10.02 shall together contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement or any other document executed by a Party to become a Member pursuant to Section 10.02 other than those contained or referenced in this Agreement and such documents. All modifications or amendments to this Agreement shall be in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

BILL WILLIS COMMUNITY MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES/OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

By: _____
Signature

Data Provider

Data Recipient

Printed

Date

Title

Address

**CHEROKEE COUNTY HEALTH DEPARTMENT/OKLAHOMA STATE
DEPARTMENT OF HEALTH**

By:
Signature _____

Data Provider

Data Recipient

Printed _____

Date _____

Title _____

Address _____

CHEROKEE COUNTY HEALTH SERVICES COUNCIL

By:
Signature _____

Printed _____

Date _____

Title _____

Address _____

CHEROKEE NATION

By: _____
Signature

Melissa Gower
Printed

Group Leader, Health Services
Title

By: _____
Signature

Chad Smith
Printed

Principal Chief
Title

HASTINGS INDIAN MEDICAL CENTER

By: _____
Signature

Printed

Title

Data Provider

Data Recipient

Date

Address

Date

Data Provider

Data Recipient

Date

Address

NORTHEASTERN OKLAHOMA COMMUNITY HEALTH CENTERS, INC

By: _____
Signature

Data Provider

Data Recipient

Printed

Date

Title

Address

NORTHEASTERN STATE UNIVERSITY

By: _____
Signature

Data Provider

Data Recipient

Printed

Date

Title

Address

TAHLEQUAH CITY HOSPITAL

By: _____
Signature

Data Provider

Data Recipient

Contractor

Printed

Date

Title

Address

**SMRTNET MEMBER AGREEMENT
EXHIBIT A
ASSOCIATED HARDWARE AND SOFTWARE**

This Exhibit A describes the Associated Software and Associated Hardware referenced in the SMRTNET Member Agreement ("Agreement"). As defined in the Agreement, the terms "Associated Software and Associated Hardware" mean the software and/or hardware required to access the Network. Section 6.02 provides that Associated Software and Associated Hardware may be provided through the Software Vendor. The Council will not be providing any Associated Hardware; however, Associated Software necessary for Data Recipients to access the Network shall be provided through a contract with the Software Vendor which is attached hereto as Attachment 1.

SMRTNET MEMBER AGREEMENT
EXHIBIT B
PERMITTED USES AND DISCLOSURES OF NETWORK INFORMATION

Pursuant to Section 4.2 of the Agreement, Network Information may be used and disclosed for the following purposes (subject to any restrictions set forth in the Agreement) and all Data Providers shall grant full access to the Information they store on the Network to applicable Members and Council for the following purposes:

- (a) When a patient is under the Treatment of a Data Recipient, the Data Recipient and its Authorized Users may have, and all other Members shall grant such Data Recipient and its Authorized Users, full access to the Information stored on the Network for purposes of treating the patient.
- (b) Upon a vote of the Management Committee, Information stored on the Network may be used and disclosed for Payment purposes and Health Care Operations (subject to reasonable procedures as determined by the Council in consultation with the Management Committee).
- (c) Testing the Network (subject to reasonable procedures as determined by the Council).
- (d) For the creation and use of a Personal Health Record to be accessed by individual patients (subject to approval by the Management Committee and reasonable procedures as determined by the Council).
- (e) For the creation and use of an electronic prescribing system (subject to approval by the Management Committee and reasonable procedures as determined by the Council).
- (f) For the creation and use of a clinical messaging system (subject to approval by the Management Committee and reasonable procedures as determined by the Council).
- (g) For the creation and use of chronic disease management programs (subject to approval by the Management Committee and reasonable procedures as determined by the Council).
- (h) For the creation and use of imaging and image report sharing (subject to approval by the Management Committee and reasonable procedures as determined by the Council).

SMRTNET MEMBER AGREEMENT ADDENDUM

The parties to the SMRTNET Member Agreement hereby agree to this ADDENDUM as indicated below effective on the date executed. The purpose of this Addendum is to apply special terms and conditions to the Agreement between the parties To the extent that any provision of SMRTNET Member Agreement or any other addendum thereto is inconsistent with any provision of this Addendum, the provision of the Addendum shall supersede all such other provisions.

1. Immunity to Suit

Nothing in SMRTNET Member Agreement or any addendum thereto shall subject an Indian tribe to State law to any greater extent than State law is already applicable.

2. Choice of Law

The scope, performance, validity, enforcement, and all other aspects of this Agreement shall be governed by the laws of the State of Oklahoma, unless otherwise preempted by the laws of the United States of America. The Cherokee Nation does not consent to be sued under the laws of the State of Oklahoma and maintains the defense of sovereign immunity to any claims made by any party, including the State of Oklahoma, any Agency of the State of Oklahoma, or any subdivision of said Agency, or any political subdivision of the State of Oklahoma against the Cherokee Nation pursuant to the SMRTNET Member Agreement.

BILL WILLIS COMMUNITY MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES/OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

By: _____ Date: _____
Signature

Printed Name and Title

CHEROKEE COUNTY HEALTH DEPARTMENT/OKLAHOMA STATE DEPARTMENT OF HEALTH

By: _____ Date: _____
Signature

Printed Name and Title

CHEROKEE COUNTY HEALTH SERVICES COUNCIL:

By: _____ Date: _____
Signature

Print Name and Title

CHEROKEE NATION:

By: _____ Date: _____
Signature

Melissa Gower, Group Leader, Health Services
Printed Name and Title

By: _____ Date: _____
Signature

Chad Smith, Principal Chief
Printed Name and Title

HASTINGS INDIAN MEDICAL CENTER:

By: _____ Date: _____
Signature

Printed Name and Title

NORTHEASTERN OKLAHOMA COMMUNITY HEALTH CENTER, INC.:

By: _____ Date: _____
Signature

Printed Name and Title

NORTHEASTERN STATE UNIVERSITY:

By: _____ Date: _____
Signature

Printed Name and Title

TAHLEQUAH CITY HOSPITAL:

By: _____ Date: _____
Signature

Printed Name and Title