

ATTACHMENT 3 TO DELIVERY ORDER
EULAs

nThrive, Inc. and its corporate affiliates and subsidiaries (“nThrive”) licenses content to Altera that is incorporated into the Software (the “nThrive Solutions”). As such, access to and use of the nThrive Solutions contained in the Software is expressly contingent upon Client’s acceptance of the additional terms and conditions from nThrive as stated below (the “nThrive Licensing Terms”).

1. Client grants to nThrive and Altera a perpetual, non-exclusive, fully-paid, royalty-free and irrevocable right and license to use, reproduce, display, modify, create derivative works and disclose any data provided by Client in connection with the nThrive Solutions for any of nThrive’s or Altera’s business purposes, provided that the data is de-identified in accordance with HIPAA.
2. THE NTHRIVE SOLUTIONS ARE PROVIDED ON AN “AS-IS” BASIS AND EXCEPT FOR WARRANTIES WHICH MAY NOT BE DISCLAIMED AS A MATTER OF LAW, NTHRIVE AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE NTHRIVE SOLUTIONS OR ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NTHRIVE AND ITS AFFILIATES HAVE NO LIABILITY TO CLIENT, DIRECT, INDIRECT, OR OTHERWISE, RELATED TO THE AUTHORIZED USER’S OR CUSTOMER’S USE OF THE NTHRIVE SOLUTIONS.
4. nThrive may cause Altera to terminate Client’s access to the nThrive Solutions with no liability to Client in the event that Client violates any provisions set forth in the Client Agreement related to the nThrive Solutions and fails to cure the violation within the timeframe agreed to by Altera and Client in the Client Agreement.
5. Additional terms and conditions from nThrive third party licensors may be passed through to the Client within the nThrive Solutions and any such electronic click wrap is incorporated into these nThrive Licensing Terms.

These pass-through terms are applicable only to the nThrive Solution that contains the specific third-party component. The Customer Agreement must pass through the following terms and conditions to the End User. If the End User does not accept these terms, then the End User must not have access to the nThrive Solution.

**ABN MANAGEMENT (F/K/A ABN MANAGER), STATE REPORTING AUDITOR (F/K/A AUDITOR),
 CAREPRICER, CHARGE CAPTURE AUDIT (F/K/A CCA), CDM MANAGER, CDM MASTER,
 CLAIMS MANAGEMENT (F/K/A XCLAIM, XCOLLECT, XDM),
 CLINICAL CODING EXPERT, HARVEST CONTRACT MANAGEMENT SYSTEM, KNOWLEDGESOURCE,
 KNOWLEDGESOURCE PROFESSIONAL (F/K/A KNOWLEDGESOURCE PRO), MARKET STRATEGIST,
 RECOVERY AUDIT MANAGER (F/K/A NTHRIVE CLAIMS AUDITOR),
 NTHRIVE CONTENT SERVICES, REVENUEDASHBOARD, AND STRATEGIC PRICING
 (COLLECTIVELY, THE “NTHRIVE SOLUTIONS WITH AMA CONTENT”)**

If you are licensed to use any nThrive Solutions with AMA Content, then the following terms and conditions apply to you:

AMA END USER AGREEMENT

The nThrive Solutions with AMA Content contain content licensed to nThrive by the American Medical Association (the “AMA Content”). As such, use of the nThrive Solutions with AMA Content and any AMA content contained in these solutions are subject to additional terms and conditions from the AMA as stated below. Please carefully read the following terms and conditions before accessing and using the nThrive Solutions with AMA Content. By clicking “**I AGREE**” or accessing and using any nThrive Solutions with AMA Content, you (as an “End User”) acknowledge your acceptance of these terms and conditions (the “AMA End User Agreement”). You also acknowledge that you have read the AMA End User Agreement and agree to abide by and be bound to the AMA End User Agreement. As used in this AMA End User Agreement, “AMA” means the American Medical Association a not-for-profit corporation, located at 515 North State Street, Chicago, Illinois 60654, USA. “End User” means both you, as an individual, and the company you represent.

If you do not agree with the terms and conditions of the AMA End User Agreement, then you will not be allowed to access the nThrive Solutions with AMA Content and you should contact your nThrive representative for a refund.

1. GRANT OF RIGHTS; RESTRICTIONS

(a) nThrive licenses certain content from the AMA, including content from the Current Procedural Terminology ("CPT") Book and the CPT data files (collectively, the "Editorial Content"). The AMA license granted is a nontransferable, nonexclusive license, for the sole purpose of internal use by End User within the Territory.

(b) End User is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the nThrive Solutions with AMA Content, or a copy or portion of the nThrive Solutions with AMA Content.

(c) Provision of updated Editorial Content in the nThrive Solutions with AMA Content is dependent on continuing contractual relationship between nThrive and the AMA.

(d) End User must ensure that anyone with authorized access to the nThrive Solutions with AMA Content will comply with the provisions of the End User Agreement.

2. NOTICES

(a) CPT is copyrighted by the AMA and CPT is a registered trademark of the AMA.

CPT copyright 2011 American Medical Association. All rights reserved.

Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein.

CPT is a registered trademark of the American Medical Association.

(b) Applicable FARS/DFARS Restrictions Apply to Government Use.

U.S. Government Rights

This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60654. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

(c) The nThrive Solutions with AMA Content may include National Correct Coding Policy content. The responsibility for the content of any "National Correct Coding Policy" included in this product is with the Centers for Medicare and Medicaid Services and no endorsement by the AMA is intended or should be implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, nonuse or interpretation of information contained in this product.

(d) Notices for CPT® Assistant.

CPT® Assistant copyright 1990-2012 American Medical Association. All rights reserved.

U.S. Government Rights

This product includes CPT® Assistant which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60654. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

Grant of Rights Restrictions for CPT® Assistant.

End User is limited to printing or downloading CPT® Assistant Editorial Content from the nThrive Solutions with AMA Content solely for its own internal use, without any modification to the Editorial Content, and in such a way that the appropriate citation is included.

3. BACK UP RIGHTS

- (a) End User must not make copies of the nThrive Solutions with AMA Content.

4. CONTRACT ASSENT MECHANISM

- (a) Use of any Editorial Content in the nThrive Solutions with AMA Content is limited to the U.S.

5. MISCELLANEOUS

(a) This End User Agreement limits, to the extent possible under the applicable laws, the warranties and liability for Editorial Content as contained in the nThrive Solutions with AMA Content. Editorial Content as contained in the nThrive Solutions with AMA Content is provided "as is" without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet the End User's requirements, and the AMA's sole responsibility is to make available to End User via nThrive replacement copies of the Editorial Content if the data is not intact; and the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in Editorial Content.

(b) This End User Agreement will terminate in the event of default.

(c) This End User Agreement may require End User to pay a license fee or other consideration for access to the Editorial Content.

(d) In the event a provision is determined to violate any law or is unenforceable, the remainder of the End User Agreement will remain in full force and effect.

RECOVERY AUDIT MANAGEMENT (F/K/A CLAIMS AUDITOR), CDM MANAGER, CDM MASTER, CONTRACT MANAGEMENT (F/K/A CONTRACT MANAGER), CONTRACT MODELING (F/K/A CONTRACT MODELER), COST-TO-CHARGE ANALYTICS: SUPPLY (F/K/A CROSSWALK), COST-TO-CHARGE ANALYTICS: PHARMACY (F/K/A CROSSWALK PHARMACY), KNOWLEDGESOURCE, REVENUEDASHBOARD, PRICE MASTER, CLAIMS MANAGEMENT (F/K/A XCLAIM, XCOLLECT, XDM), CLINICAL CODING EXPERT, AND NTHRIVE CONTENT SERVICES
(COLLECTIVELY, THE "NTHRIVE SOLUTIONS WITH AHA CONTENT")

If you are licensed to use any nThrive Solutions with AHA Content, then the following terms and conditions apply to you:

AHA END USER AGREEMENT

The nThrive Solutions with AHA Content contain content licensed to nThrive by the American Hospital Association (the "AHA Content"). As such, use of the nThrive Solutions with AHA Content and any AHA content contained in these solutions are subject to additional terms and conditions from the AHA as stated below. Please carefully read the following terms and conditions before accessing and using the nThrive Solutions with AHA Content. By clicking "**I AGREE**" or accessing and using any nThrive Solutions with AHA Content, you (as an "End User") acknowledge your acceptance of these terms and conditions (the "AHA End User Agreement"). You also acknowledge that you have read the AHA End User Agreement and agree to abide by and be bound to the AHA End User Agreement. As used in this AHA End User Agreement, "AHA" means the American Hospital Association, Health Forum, LLC ("Health Forum"), an Illinois limited liability company, located at 155 N. Wacker Dr., Suite 400, Chicago, IL 60606 and any "Affiliate", which means and includes any person, corporation, firm, partnership, limited liability company, association, or other entity controlling, controlled by or under common control with a party and/or its shareholders or owners. Without limiting the foregoing, Affiliates of Health Forum include the AHA, the National Uniform Billing Committee, the Editorial Advisory Board for ICD-9-CM, and the Editorial Advisory Board for HCPCS. "End User" means both you, as an individual, and the company you represent.

If you do not agree with the terms and conditions of the AHA End User Agreement, then you will not be allowed to access the nThrive Solutions with AHA Content and you should contact your nThrive representative for a refund.

1. License Grant; Restrictions.

(a) The AHA Content incorporated into the nThrive Solutions with AHA Content is provided solely for the internal business use of the End Users; for the avoidance of doubt, this will not include independent contractors unless such contractors are subject to these terms and conditions.

(b) Solely in connection with the nThrive Solutions with AHA Content, the End Users shall have the right during the term of the AHA End User Agreement to:

- a. Install and use the AHA Content on a computer system at each End User location;
- b. Reproduce and distribute excerpts of AHA Content without modification in various printed and electronic documents solely for purposes of claims processing, billing and patient treatment, via commands contained in the nThrive Solutions with AHA Content;
- c. Print limited portions of the AHA Content on a specific topic, without any modification to the excerpt and solely for the exclusive use of the End User, as long as the source of the excerpt(s), copyright notice specified in Section 2 and government rights notices specified in Section 3 are printed on the printout(s); and
- d. Make copies of the nThrive Solutions with AHA Content for back up or archival purposes only; provided that, all copyright notices specified in Section 2 and government rights notices specified in Section 3 appear on all permitted back up or archival copies that are made.

(c) Notwithstanding the foregoing, End Users are prohibited from publishing, distributing via the Internet or other public electronic information system, creating derivative works (including translations), modifying, transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the AHA Content, or a copy or portion of the AHA Content.

(d) nThrive's right to provide the AHA Content to the End User in connection with the nThrive Solutions with AHA Content pursuant to the AHA End User Agreement is dependent upon the continuation of the contractual relationship between nThrive and Health Forum. If this contractual relationship expires or is otherwise terminated, the AHA End User Agreement will be immediately terminated and the End User will be required to discontinue all use of the AHA Content pursuant to this Agreement.

(e) End User shall ensure that anyone with authorized access to the nThrive Solutions with AHA Content will comply with the provisions of the AHA End User Agreement.

2. **Copyright Notices.** nThrive shall include the appropriate copyright notice set forth below upon first access to the nThrive Solutions with AHA Content in connection with AHA Content. From time to time, nThrive may update the nThrive Solutions with AHA Content to include updated versions of the AHA Content ("Updated Products"). When nThrive provides the End User with the Updated Products, nThrive will advise End User that the year in the copyright notice below will reflect the current year.

(a) UB-04 Manual. OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL, 2012, is copyrighted by American Hospital Association ("AHA"), Chicago, Illinois. No portion of OFFICIAL UB-04 MANUAL may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of AHA.

3. **U.S. Government Rights Notices.** Each AHA End User Agreement with any federal governmental agency shall contain the following notices, as applicable.

(a) UB-04 Manual. This product contains OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL, 2012 content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association ("AHA"), 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

4. **Miscellaneous.**

(a) NTHRIVE AND THE OWNER OF THE AHA CONTENT PROVIDE THE AHA CONTENT "AS IS," AND EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, OR PRIOR ORAL OR WRITTEN STATEMENTS BY

COMPANY/RESELLER AND THE OWNER OF THE AHA CONTENT WITH RESPECT TO THE AHA CONTENT (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ACCURACY, TIMELINESS, AND COMPLETENESS) TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMPANY/RESELLER AND THE OWNER OF THE AHA CONTENT FURTHER DISCLAIM, AND SHALL HAVE NO LIABILITY FOR, ANY ERRORS, OMISSIONS OR INACCURACIES IN THE AHA CONTENT OR ANY USES, MISUSES OR INTERPRETATIONS OF THE INFORMATION CONTAINED IN OR NOT CONTAINED IN THE AHA CONTENT. NTHRIVE AND THE OWNER OF THE AHA CONTENT ALSO DO NOT WARRANT THAT THE AHA CONTENT WILL BE ACCESSIBLE IN ANY PARTICULAR HARDWARE/SOFTWARE ENVIRONMENT. END USER SHALL BE SOLELY RESPONSIBLE FOR THE USE, EFFICIENCY, AND SUITABILITY OF THE AHA CONTENT.

(b) Health Forum and its Affiliates are third-party beneficiaries of the AHA End User Agreement. Nothing in this Agreement shall be interpreted or construed as giving any rights or benefits to anyone other than Health Forum, its Affiliates, nThrive and the End User.

(c) End User shall keep at its principal place of business complete and accurate records and accounts covering all transactions relating to the AHA End User Agreement, including a list of all End Users, for at least five years following the year to which such records and accounts pertain. End User will also provide nThrive or its authorized agent with reasonable access, without charge, to review or audit the relevant books, records and systems of End User to assure compliance with the terms of this AHA End User Agreement. nThrive agrees to give the End User at least 30 days' prior written notice of its exercise of audit rights under the AHA End User Agreement.

STATE MEDICAID CONTRACT PROVISIONS: The following verbiage *or essence thereof* needs to be included as certain Medicaid programs of certain States require acknowledgement from the provider customer (Customer). By submitting Insurance Eligibility transactions to TransUnion through nThrive for processing, or by obtaining applicable Services or Services Information, Customer acknowledges and agrees to be bound, to the same extent as TransUnion, by all applicable third party-imposed contractual obligations and regulatory program requirements. If applicable, Vendor (Altera) agrees to enter into a written agreement with Vendor's Customers (Customer) that complies with all applicable third party and regulatory program requirements. Specifically, Customer and/or Vendor agrees to the following regulatory program requirements and third-party flowdown terms, which are subject to revision and/or expansion from time to time:

I. Definitions

1. **"Customer"** means either a Direct Customer or any end-user Customer of a Vendor (as defined below).
2. **"Direct Customer"** means any entity that has entered into an agreement for services directly with TransUnion or any of its subsidiaries or affiliates.
3. **"Vendor"** means any entity that has entered into a contract with TransUnion or any of its subsidiaries or affiliates for purposes of contracting with Customers to provide TransUnion services

II. State Medicaid Contract Provisions

1. Arizona, Idaho, Montana, South Dakota, Hawaii Medicaid

- i. Customer shall to adhere to, rules and regulations as required by governmental agencies having jurisdiction including the department of Health and Human Services ("HHS"). Customer shall provide all supporting documents requested by either TransUnion or Altera necessary to comply with said rules and regulations including the Electronic Funds Transfer Act, Regulation Z, Regulation E and the Federal Truth-in-Lending Act. In furtherance hereof, Customer shall also agree to the following
 1. Access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services;
 2. Verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be final authority;
 3. Customer indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Customer or any recipient who is aggrieved by the actions of any party hereunder; and
 4. Customer agrees to abide by the Federal and State regulations regarding confidentiality of information.

2. Florida Medicaid

- i. Customer shall agree to the following:
 1. That access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility pursuant to a request by an individual recipient (or by recipient's authorized representative) that Medicaid payment be rendered for medical services provided;
 2. That an indication of eligibility by the verification system is not a guarantee of payment by the state, and that the records of the state as to the recipient's eligibility status shall be the final authority; and,
 3. That Customer indemnifies and holds harmless the state, its agents and employees, from any and all claims by such Customer or any recipient who is aggrieved by the actions of any party herein.

3. Ohio Medicaid

- i. Customer shall agree to the following:
 1. Access to eligibility information will be for the sole purpose of Medicaid eligibility verification when a Medicaid Provider requests payment for medical services.
 2. Verification of eligibility under the system is not an assurance of payment by the Ohio Department of Job and Family Services ("ODJFS") and that the ODJFS's determination of the recipient's eligible status will be the final authority.
- ii. Customer must be an ODJFS approved Medicaid Provider and must include its currently effective ODJFS Medicaid Provider number in its written agreement.

4. Texas Medicaid

- i. Customer s shall agree to the following:
 1. Access to eligibility information is restricted to verification of medical assistance eligibility when a medical assistance recipient is receiving or requesting payment for medical service.
 2. Verification of eligibility under the system is not an assurance of payment.
 3. Customer must be an approved Medicaid Provider and must include a current Medicaid Provider number in each eligibility request.

5. North Carolina Medicaid

- i. Altera shall agree to the following:
 1. Altera warrants and represents that it has a legally binding contract between itself and all providers for whom it is submitting data or that Altera is itself a provider authorized to submit claims and receive healthcare information for beneficiaries who have coverage for services by

the North Carolina Division of Medical Assistance and/or the Division of Mental Health/Developmental Disabilities/Substance Abuse Services. Altera shall indemnify and hold CSC, as the fiscal agent for the North Carolina Medicaid program, harmless from any claim, actions, or costs that result from a breach or threatened breach of this warranty and representations.

6. **North Dakota Medicaid**

i. Customer shall agree to the following:

1. Not copy, reverse engineer, disclose, publish, distribute, alter or use Data, Data Transmission or Envelope for any purpose not specifically authorized by the North Dakota Department of Human Services ("DHS").
2. Not obtain access by any means to Data, Data Transmission, Envelope, or DHS's Operating System for any purpose other than as specifically granted by DHS. In the event that Customer receives Data or Data Transmissions not intended for Customer, Customer will immediately notify DHS and destroy the data.
3. At its own expense, obtain and maintain its own Operating System necessary for timely, complete, accurate and secure transmission of data. Furthermore, Customer shall pay its own costs for any and all charges related to Data Transmission and specifically including, without limitation, charges for Operating System equipment, software and services, charges for maintaining an electric mailbox, connection time, terminals, connections, telephones, modems, internet service providers and any applicable minimum use charges. Customer will also use the claims transmission method dictated by DHS. Customer will maintain its mailbox by deleting or downloading messages on a timely basis (messages or data 90 days old will be deleted by DHS).
4. Protect and maintain the confidentiality of Security Access Codes issued by DHS.
5. Require any Business Associate to abide by the obligations set forth above, even though Business Associate is not a signatory to this Agreement. The requirements in this section must comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164).

7. **South Carolina Medicaid**

i. Customer shall agree to the following:

1. Access to eligibility information is restricted to persons, agencies, and entities which by their own rules or by contract are subject to confidentiality standards which are comparable to those set forth herein. In addition, the information released must be subject to the following by agreement or by attaching the NOTICE directly to the information provided:
 - a. NOTICE: THIS IS CONFIDENTIAL INFORMATION FROM THE RECORDS OF THE SOUTH CAROLINA STATE HEALTH AND HUMAN SERVICES FINANCE COMMISSION. OUR AUTHORIZATION TO RELEASE THIS INFORMATION TO YOU DOES NOT IMPLY PERMISSION TO FURTHER DISCLOSE THIS INFORMATION EVEN WITHIN YOUR OWN ORGANIZATION/AGENCY. RERELEASE OF THIS
 - b. INFORMATION SHOULD BE GOVERNED BY YOUR OWN CONFIDENTIALITY STANDARDS, CONTRACTUAL RELATIONSHIPS, AND ANY APPLICABLE STATUTES AND REGULATIONS.

8. **Alabama Medicaid**

i. Customer shall agree to the following:

1. The access to eligibility information shall be restricted to the sole purpose of verification of medical assistance eligibility where a medical assistance recipient is requesting payment for medical services.
2. That verification of eligibility under the system is not an assurance of payment of state and that the records of state as to a recipient's eligible status shall be the final authority.
3. That Customer indemnifies and holds harmless state, its agents and employees, from any and all claims by Customer or any recipient who is aggrieved by the actions of any party under this agreement.
4. That the Customer must be an approved Medicaid Provider and must include its valid Medicaid Provider number in its written agreement.

ii. In addition, Altera shall agree to the following:

1. The fees charged Customer s must be reasonable.
2. If applicable, Altera will maintain record for one year showing Customer's, provider I.D. number, the number of inquiries for each Customer, the dates of the queries, and the dates the services were rendered. Altera will submit to random auditing by the state.
3. Altera agrees to maintain a list of its Customer s and upon written request by the state or TransUnion shall furnish a copy of its agreement with each Customer s to state within 30 business days of each such request.

9. **Tennessee Medicaid (TennCare)**

i. Customer agree to the following:

1. Access to eligibility information shall be restricted to the specific purposes of verification and reporting of eligibility for Medicaid benefits specific to members and dates of service where a member is requesting payment for medical services and a treatment relationship exists to support and justify the Customer's request.
 2. Verification of eligibility under the system is not an assurance of payment by the State and that the records of the State as to a recipient's eligibility status shall be the final authority.
 3. Customer indemnifies and holds harmless the State, its agents and employees, from any and all claims by such subscriber or any recipient who is aggrieved by the actions of any party herein.
 4. Customer is an approved Medicaid Provider and must include its valid TennCare Provider number and National Provider Identifier (NPI) in the Altera contract.
 5. That fees charged Customer s must be consistent with the market rate for similar subscription services.
 6. Altera shall maintain records for three (3) years showing Altera's Customer's name, member name and I.D. number. Altera shall submit to random auditing by the State, and shall, if requested, provide a service auditor's report attesting to the condition of the Altera activities, including controls over information technology and related processes, as well as privacy, security, and confidentiality safeguards.
 7. All proprietary information, including but not limited to, Customer's reimbursement information provided to TennCare, shall be deemed confidential and not subject to disclosure under the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-501, et seq..
 8. The private, confidential, and individually identifying data collected, maintained, or used in the course of performance shall neither be disseminated, used nor disclosed in violation of any federal and/or State laws, including, but not limited to, the Medicaid Safeguarding Information on Individuals regulations, 42 CFR 431.300 et seq; the Privacy Act of 1974, 5 U.S.C. § 552a; the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-501, et seq; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C.A. §1320d et seq., 45 C.F.R. §§ 164.508, 510, 512(e); the Identity Theft Victims' Rights Act of 2004, Tenn. Code Ann. § 39-14-150; Tennessee Identity Theft Deterrence Act of 1999, Tenn. Code Ann. § 47-18-2101 et seq.; the Financial Privacy and the Safeguards Rules located in Title V of the Gramm-Leach Bliley Act of 1999 (GLB). PL 106-102, 113 Stat 1338 (November 12, 1999) (when in the course of performance the Procuring Party causes data to have GLB Financial Privacy Rule or Safeguard Rule implication); American Recovery and Reinvestment Act of 2009 (ARRA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), (Pub. L. 111-5), § 13001, et seq. (Feb. 17, 2009); Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003, 72 FR 63718-01 (November 9, 2007) (the "Red Flag Rules"); and the Substance Abuse and Mental Health Services confidentiality regulations.
 9. For training of and information to Customer's employees about the Customer's obligations to the TennCare Program; accountability for the actions of employees; and acceptance of the requirements of the TennCare Program.
 10. That information made available hereunder is confidential in nature and is protected as such pursuant to State and Federal laws, rules, regulations, and policies. Therefore, it is expressly agreed by all that information relating to members and providers obtained shall be treated as confidential information by all agents, employees, representatives or others acting on behalf of the parties, to the extent and manner that confidential treatment is provided under State or Federal Laws, and the information shall not be used in any manner except as necessary for the proper discharge of the parties rights and obligations hereunder.
 11. It is expressly agreed by all parties that the State does not warrant that the information is complete, accurate, or current and the State expressly disclaims any liability as a result of reliance by any party on the contents of the information. The parties further agree to hold the State harmless from any claims arising, directly or indirectly, out of reliance on the completeness, accuracy, or timeliness of the information provided by the State.
- 10. Iowa and New Mexico Medicaid**
- i. Customer agrees to comply with all applicable requirements established by Section 2080.18 of the State Medicaid Manual published by the Centers for Medicare & Medicaid Services.
 - ii. Altera agrees to include in contracts with its Customer s all applicable requirements established by Section 2080.18 of the State Medicaid Manual published by the Centers for Medicare & Medicaid Services.