Data Use Agreement Between the
Indiana Department of Health and Syra Health

This Data Use Agreement ("Agreement") is entered into by and between the **Indiana State Department of Health** ("**IDOH**") and **Syra Health Corp.** In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

I. PURPOSE

This Agreement provides for:

1. The sharing of hospital discharge and death data between IDOH and Syra Health annually from June 2022 to June 2025. The transmission of this data in June 2022 will include annual datasets from 2013 to 2020. Subsequent transmissions of final data will be provided annually in June. Syra Health is the prime vendor for the Indiana State Epidemiological Outcomes Workgroup (SEOW), which consists of representatives from multiple state agencies. These data will be used by Syra Health in conjunction with SEOW, to conduct statewide monitoring of substance abuse and mental health trends; identify statewide prevention priorities; and disseminate research findings to policy-makers, state agencies, community organizations, and the general public.

II. TERM

This Agreement is effective **6/1/2022** through **6/2/2025.**

III. CONDITIONS

A. IDOH Shall:

a) Provide the following limited data sets annually to Syra Health:
   a. Inpatient overdose hospital discharges aggregated by drug type and county of residence in Indiana.
   b. Outpatient overdose hospital discharges aggregated by drug type and county of residence in Indiana.
   c. Deaths with an underlying cause of overdose aggregated by drug type and county of death in Indiana.
   d. Inpatient traumatic brain injury hospital discharges aggregated by county of residence in Indiana.
   e. Outpaient traumatic brain injury hospital discharges aggregated by county of residence in Indiana.
   f. Deaths with an underlying cause of traumatic brain injury aggregated by county of residence in Indiana.
   g. Top 5 causes of death in children (under 18) aggregated by county of residence in Indiana.

B. Syra Health Shall:

a) Use or disclose these data only as permitted by this Agreement.
b) Be responsible for any necessary communication with data users regarding discrepancies that may arise due to sampling and methodology differences.
c) Not publish or release any information that could lead to the identification of individual respondents. Specifically, Syra Health shall neither release publicly or

publish data or aggregated data including counts less than five (5) and rates with a numerator or denominator less than twenty (20).

d) Guarantee that the confidentiality of the information provided by these data will be maintained, and that no information provided in these data will be used for the purpose of follow-up contact with the patients, families, or physicians unless expressly authorized by IDOH.
e) Provide IDOH a copy of any data products generated and any underlying analysis released as a result of this Agreement.
f) Guarantee the destruction of IDOH data at the termination of this agreement.
g) Only use these data in the performance of activities explicitly related for the SEOW.

C. Intented Use
   a) The data shared under this agreement shall be used solely to the extent reasonably necessary by Syra Health to:
      a. Implement the SEOW annual report and special topic reports.
      b. Identify pertinent research questions that will aid in performing analytics that contribute to evidence-based research within the SEOW.

IV. DATA FLOW

All hospital discharge and death data files will be transferred to Syra Health within ninety days of the final execution date of this agreement.

This information will be transferred to Syra Health via secure e-mail. If the file is too large for transfer via secure e-mail, an alternative electronic method of secure file transfer will be identified and used instead.

V. MODIFICATION

A. This Agreement may be amended by mutual consent. Any such amendment shall be by written agreement of the parties executed with the same formality as this original agreement.

B. No waiver of any provision hereunder shall operate as an amendment or bind a party to future waiver of the same unless incorporated in a written amendment.

C. This Agreement may be terminated, in whole or in part, by changes in federal or state law or if funding and appropriations prevent any party from fulfilling its terms. In such an event, each party agrees to notify the other as soon as possible.

VI. SECURITY

1. With respect to data provided to Syra Health under this Agreement, Syra Health shall notify the IDOH Information Security Manager of any unauthorized use of its Users' passwords or accounts that is successful or any other successful breach of security resulting in disclosure (a "Security Incident") by phone within two (2) hours after becoming aware of the breach and in electronic form within twenty-four (24) hours of becoming aware of any such unauthorized use or breach of security that exposes content of shared information. Certain low risk attempts to breach network security shall not constitute a Security Incident under this Agreement, provided they do not penetrate the

perimeter, do not result in an actual breach of security and remain within the normal incident level, including: (i) pings on the firewall; (ii) port scans; (iii) attempts to log onto a system or enter a database with an invalid password or username; (iv) denial-of-service attacks that do not result in a server being taken off-line; and (v) malware, such as worms or viruses. The IDOH reserves the right to withhold information in the event of a breach until proper security measures are functional and to IDOH's satisfaction.

A. Reporting of Security Incident. Syra Health shall report to IDOH any Security Incident of which Syra Health becomes aware. Security Incidents shall be reported to the Information Security Manager by calling (317) 233-4945 within two (2) hours after becoming aware of the breach and in electronic form to PrivacyandSecurityOfficers@isdh.in.gov within twenty-four (24) hours of becoming aware of the breach.

The following format should be used when reporting the breach electronically:

- **Name of Agency**
  Incident # (number assigned by reporting entity)

- **Type of Incident –**
  Date and Time of Report (Date and time incident was initially reported)
  Date and Time of Incident (Date and time incident occurred)
  Time breach was identified

- **Name and Title of Person Reporting Incident**
  Contact Information (of person reporting incident)

- **Summary of Incident** (Include pertinent information regarding the security breach)

- **Description of Personally Identifiable Information Involved** (Include number of participants records involved)

- **Action Taken**
  Name of Person(s) Conducting Preliminary Investigation
  Contact Information (of individual responsible for Issue Analysis)
  Date Investigation started
  Action(s) Taken (include dates, times, and names of agencies notified of the Incident)

- **Conclusion**
  Measures taken to address issue, and prevent any reoccurrences

If Syra Health is unable to reach the Information Security Manager at the above phone number, Syra Health shall leave a voicemail message for the Information Security Manager and then shall report successful breaches of security to the Chief Information Officer by calling (317) 233-7673 within the same timeframes indicated above. In the event a successful breach is discovered outside of normal business hours, leaving a voice message at the above listed numbers is sufficient verbal notification; however, Syra Health shall still comply with the electronic reporting requirements stated above.

B. Syra Health shall have in place generally accepted and appropriate administrative, physical, and technical controls for the protection of any and all IDOH data in their possession.

VII. CONFIDENTIALITY

The parties mutually agree that the IDOH retains all ownership rights to the data referred to in this Agreement, and that Syra Health does not obtain any right, title, or interest in any of the data furnished to the IDOH.

Syra Health will use appropriate safeguards to prevent the use or disclosure of the information other than as provided for by this agreement. Syra Health will report to IDOH any use or disclosure of the information not provided for by its data use agreement of which it becomes aware.

VIII. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IX. TERMINATION

Syra Health or IDOH may terminate this Agreement at any time for any reason, including failure to comply with any condition of this Agreement, upon thirty (30) days advanced written notice.

X. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to the IDOH shall be sent to:

Courtney Lambert
Indiana State Department of Health
2 North Meridian St.
Indianapolis, IN 46204
Email: CoLambert@isdh.in.gov

Shelby Nierman
Indiana State Department of Health
2 North Meridian St.
Indianapolis, IN 46204
Email: SNierman@isdh.in.gov

Notices to Syra Health shall be sent to:

Deepika Vuppalanchi
Syra Health Corp.
1119 Keystone Way N
Carmel, IN 46032
Email: deepikav@syrahealth.com

Priya Prasad
Syra Health Corp.
1119 Keystone Way N
Carmel, IN 46032
Email: priyap@syrahealth.com

The parties, having read and understanding the foregoing terms of the Agreement, do by their respective signatures dated below, hereby agree to the terms thereof.

Syra Health:

_____
DEEPIKA VUPPALANCHI
CHIEF EXECUTIVE OFFICER

DATE:_____

Indiana State Department of Health:

_____
SHANE HATCHETT
CHIEF OF STAFF

DATE:_____