CONVERGE HEALTH IOWA

Governing Principles and Policies

Effective Date	7/23/2026
Issuing Authority	Converge Health Iowa, Board of Directors
Statutory Authority	Iowa Code Chapter 135D; State of Iowa Contract No. 2026-BUS-7684; RFP-185-2515-2026
Document Version	1.1

1. Purpose and Authority

Converge Health Iowa is the State Designated Health Information Exchange (HIE) for the State of Iowa, operating pursuant to Iowa Code Chapter 135D and State of Iowa Contract No. 2026-BUS-7684.

These Governing Principles and Policies (GPP) establish the rules, requirements, and standards that govern access to and use of the HIE System and Services by all Participants and their Authorized Users.

All Participants must comply with these GPP as a condition of access to and use of the System. These GPP are incorporated by reference into each Participation Agreement executed between Converge Health Iowa and a Participant. In the event of any conflict between a Participation Agreement and these GPP, the conflict shall be resolved in a manner that advances the purpose and intent of the Participation Agreement.

Converge Health Iowa is solely responsible for the development and enforcement of these GPP. These GPP will be reviewed and revised as needed based on the evolution of the System and any changing regulatory guidance. Converge Health Iowa may implement any new GPP, or amend, or repeal and replace any existing GPP, in whole or in part, and shall provide Participants with notice of such changes to the GPP by electronic mail, as provided in the Participation Agreement. However, it is each Participants' responsibility to keep informed of and compliant with the newest versions of the GPP posted on www.convergehlthiowa.org

2. Definitions

The following terms, as used in these GPP, have the meanings set forth below. Capitalized terms not defined here carry the meanings assigned in the applicable Participation Agreement or HIPAA, as each may be amended from time to time.

Applicable Law	All applicable federal, state, and local statutes, regulations, rules, and guidance, including but not limited to HIPAA, HITECH, 42 CFR Part 2, Iowa Code Chapter 135D, and requirements imposed by the State of Iowa under Contract No. 2026-BUS-7684.
Authorization	An authorization means and includes the requirements set forth at 45 CFR 164.508 of HIPAA. The term shall include all requirements for obtaining consent to disclose confidential substance use disorder records as set forth in 42 CFR 2.31, when applicable, and shall include any additional requirements under Applicable Law to disclose Health Information.
Authorized User	An individual authorized and designated by a Participant to access and use the System and Services on behalf of that Participant, subject to the terms of the Participation Agreement and these GPP. Each Authorized User must maintain a current relationship to a Participant in order to use the System. Authorized Users must therefore be: (i) A Participant (for example, an individual physician) or (ii) a member of the Participant's Workforce.
Breach	A breach means the unauthorized acquisition, access, use, receipt, or disclosure of Health Information in a manner that is not permitted by the Participation Agreement, these GPP, or Applicable Law.
Break-Glass Access	A bona fide medical emergency override that permits an Authorized User to access Health Information through the HIE when standard access controls would otherwise restrict access, subject to documentation of the medical emergency basis and post-access audit review.
Business Associate	A person or organization meeting the definition of the term in 45 CFR 160.103.
Clinical Data Repository (CDR)	The centralized, normalized data store maintained by Converge Health Iowa in which Health Information submitted by Participants is received and retained, and through which such Health Information is made available for exchange, query, and the other Permitted Purposes described in these GPP.
Health Care Operations	As defined in 45 CFR 164.501, health care operations herein refers to the following activities: conducting quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, and case management and care coordination; reviewing the competence or qualifications of health care professionals, evaluating provider and health plan performance, training health care and non-health care professionals, accreditation, certification, licensing, or credentialing activities.
Health Care Provider	A Participant that either (i)) meets the definition of a provider in HIPAA, or (ii) is a medical group (e.g., independent practice association)

	providing core administrative services to a provider that meets the HIPAA definition.
Health Information / Electronic Health Information	Electronic protected health information as defined in 45 CFR 160.103, to the extent it would be included in a designated record set as defined in 45 CFR 164.501, excluding psychotherapy notes and information compiled for use in civil, criminal, or administrative proceedings.
Health Plan	Health Plan means a Participant that either (i) meets the definition of a health plan in HIPAA, or (ii) provides core health plan administrative services (at a minimum: medical claims processing services and provider network management services) to a health plan that meets the HIPAA definition.
HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended by HITECH, and all implementing regulations, including the standards for privacy of individually identifiable health information, the security standards for the protection of electronic protected health information and the breach notification rule (45 C.F.R. Parts 160 and 164) promulgated by the U.S. Department of Health and Human Services.
HITECH	The Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (commonly known as “ARRA”), Pub. L. No. 111-5 (February 17, 2009).
Master Patient Index (MPI)	The enterprise database that maintains a unique index or identifier for every Individual registered as a patient at any Participant, used to match and link patient records across the HIE.
Participant	An eligible individual or organization that has executed a Participation Agreement with Converge Health Iowa and has been authorized to submit, access, use, and disclose Health Information through the System and Services.
Participation Agreement	The legally binding agreement between Converge Health Iowa and a party pursuant to which the party acts as a Participant in accordance with, and agrees to comply with, the Participation Agreement and these GPP.
Participant's Shared Information	Health Information a Participant provides or makes available for exchange with other authorized parties through the HIE.
Payment	Activities undertaken by (i) a Health Plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the health plan or (ii) a Health Care Provider or Health Plan to obtain or provide reimbursement for the provision of health care, as defined in 45 CFR 164.501.

Public Health Activities	Access, use, or disclosure of Health Information by a Participant for permitted public health activities and purposes as set forth in 45 CFR 164.512(b), including to facilitate actions undertaken by the Iowa Department of Health and Human Services in its capacity as a public health authority under HIPAA and other applicable law, including immunizations, electronic laboratory results (ELR), syndromic surveillance, and public health registries.
Security Incident	The attempted or successful unauthorized access, use, disclosure, modification, or destruction of Health Information while in transit via the System or stored within Converge Health Iowa systems, or any interference with System operations.
Services	The interoperability and data exchange services offered to Participants by Converge Health Iowa as described in each Participant's applicable Participation Agreement, including but not limited to the Clinical Query Portal, Event Notification Services, Direct Secure Messaging, and public health reporting.
Successful Security Incident	The successful unauthorized access, use, disclosure, modification, or destruction of Health Information, or penetration or compromise of the System's security (e.g., penetration of the firewall or other security mechanism) that may result in access, use, modification, receipt, disclosure, or destruction of Health Information, individually identifiable information, passwords, or User IDs.
System	The HIE network operated by Converge Health Iowa in its role as Iowa's State Designated Health Information Network, as provided in Iowa Code Chapter 135D, inclusive of all related hardware, software, technology, databases, networking components, and ancillary systems used to maintain the HIE and provide the Services.
Treatment	The provision, coordination, or management of health care and related services among Health Care Providers or by a single Health Care Provider, and may include Health Care Providers sharing information with a third-party. Consultation between Health Care Providers regarding a patient and the referral of a patient from one Health Care Provider to another also are included within the definition of Treatment. As used herein, uses and disclosures for Treatment purposes includes only those purposes permitted under 45 CFR § 501.
User ID	A unique user identifier assigned to an Authorized User to access the System.
Workforce	Employees, contractors, volunteers, trainees, and other persons whose conduct, in the performance of work for a Participant, is under the direct control of the Participant, whether or not they are paid by the Participant.

3. Participant Eligibility and Onboarding

3.1 Eligibility

Access to the System is limited to qualifying and eligible persons or organizations that have executed a Participation Agreement with Converge Health Iowa. Eligible persons or organizations include, but are not limited to:

- Health Care Providers operating or providing health care services to patients in Iowa, including but not limited to hospitals, health systems, physician groups, licensed health care practitioners, behavioral health providers, including those subject to 42 CFR Part 2, Federally Qualified Health Centers and Rural Health Clinics, emergency medical services, and laboratories
- Health Plans serving Iowa beneficiaries
- Iowa state agencies with a lawful public health, Medicaid, or human services purpose
- Other persons or organizations approved by Converge Health Iowa, such as Business Associates to the above and others where permitted by Applicable Law

Converge Health Iowa shall ensure that each person or organizations requesting to participate in the System indicates the type of entity it is and confirms its eligibility to participate prior to completion of the onboarding process.

Participation Agreements need not be uniform among Participants. A Participant may use some or all of the Services as specified in its individual Participation Agreement.

Converge Health Iowa reserves the right to decline, condition, or revoke participation for any Participant that does not meet applicable eligibility criteria or that has failed to comply with the terms of a Participation Agreement or these GPP.

3.2 Onboarding Process

Each eligible person or organization must complete an onboarding process prior to accessing the System. The onboarding process includes:

- Execution of a Participation Agreement, inclusive of a Business Associate Agreement (BAA)
- Submission of required organizational and technical information, including an initial list of proposed Authorized Users
- Completion of technical interface configuration and connectivity testing to Converge Health Iowa standards
- Confirmation of compliance with minimum hardware, software, and connectivity specifications
- Attestation that the Participant has reviewed these GPP and agrees to abide by their terms
- Payment of annual Participation Fee (if any)

Converge Health Iowa will confirm completion of onboarding requirements in writing before activating a Participant's access to the System.

3.3 Participant Fees

In consideration for providing Participants with access to and use of the System and the Services, Converge Health Iowa may assess Participation Fees in accordance with a fee schedule specified in the respective Participation Agreement between Converge Health Iowa and a Participant. Participation Fees may vary among Participants depending on the Participation Fees offset that may be available for certain participants and features. To be eligible for any fee offsets, Participants must contribute at minimum USCDI V3 data to the HIE. Default in payment of Participation Fees by a Participant may result in temporary suspension of System access or Services, pursuant to the applicable Participation Agreement.

4. Authorized Users

Only Authorized Users are permitted to access and use the System and Services on behalf of Participants, and must do so strictly in accordance with the Participation Agreement, these GPP, and Applicable Law.

4.1 Authorized User Designation

Each Participant is responsible for designating, managing, and maintaining its roster of Authorized Users. A Participant shall:

- Provide Converge Health Iowa with the required information for each proposed Authorized User, as specified in onboarding documentation
- Assign each Authorized User an access level appropriate to that user's role and function within the Participant's Workforce, consistent with the principle of least privilege, and ensure that the assignment of such roles remains accurate and appropriate to each Authorized User's job function and need for access, and shall re-assign user roles to Authorized Users when necessary, such as when Authorized User's job function changes
- Require each Authorized User to complete the training process specified below and agree to the same privacy, security, and confidentiality restrictions that apply to the Participant
- Ensure the process for granting access is substantially similar to the process the Participant uses for its own electronic medical record system
- Ensure that each Authorized User has, and only uses, his, her, or their own unique User ID and password and prohibit sharing of User ID and passwords among Authorized Users
- Maintain reasonable security precautions and safeguards for User IDs and passwords to prevent disclosure to or use by unauthorized persons

4.2 Training

Each Participant is responsible for training its Authorized Users prior to System access. Training must cover, at minimum:

- Applicable privacy, security, and confidentiality requirements under Applicable Law
- The terms and conditions of the Participation Agreement and these GPP
- Permitted and prohibited uses of Health Information accessed through the System
- Patient consent and opt-out rights and how to honor them
- Sensitive data categories and applicable access restrictions and requirements, such as in the case of substance use disorder records under 42 CFR Part 2

- Successful Security Incident and Breach investigation and notification procedures and obligations
- Audit log awareness
- Consequences of inappropriate access and use

Participants shall not permit Authorized Users to access the System unless a Participant receives a completed attestation (or an equivalent electronic certification) from each Authorized User that the Authorized User has completed the required training above.

Participants are solely responsible for the cost of training their Authorized Users. Converge Health Iowa may provide supplemental training resources but bears no obligation to conduct Participant-level user training.

4.3 Access to the System and Termination of Access

A Participant shall sanction Authorized Users who fail to act in accordance with the Participation Agreement, the GPP, or in accordance with the Participant's disciplinary policies and procedures and Participant shall notify Converge Health Iowa as promptly as reasonably possible but in any event within forty-eight (48) hours after Participant becomes aware that an Authorized User has violated or threatened to violate the Participation Agreement or these GPP.

A Participant shall promptly terminate any User ID and associated access rights assigned to an Authorized User whose employment is terminated for any reason, whose relationship with the Participant that permitted System access has ended, who has been reassigned to a role that no longer requires System access, or who has violated or threatened to violate the terms of the Participation Agreement or these GPP.

Termination of access must occur within forty-eight (48) hours of the triggering event. If Converge Health Iowa provisioned the Authorized User with access, the Participant shall notify Converge Health Iowa of the termination within the same timeframe. Participants shall take prompt steps to ensure that any Authorized User whose access has been revoked has no further access to Health Information through the System.

Converge Health Iowa reserves the right to decline, suspend, or revoke access for any Authorized User at its reasonable discretion. For example, Converge Health Iowa may exercise this discretion upon learning that an Authorized User has violated or threatened to violate the Participation Agreement or these GPP.

Upon any termination of Participant's Participation Agreement, that Participant and its Authorized Users do not have any rights to use the System or Services. Converge Health Iowa shall ensure that access to the System and/or the Services shall be immediately terminated.

5. Permitted and Prohibited Uses

5.1 Permitted Uses

Participants and their Authorized Users may access and use Health Information through the System only for the following permitted purposes ("Permitted Purposes"):

- Treatment
- Payment

- Health Care Operations (as detailed further below, and as specifically authorized in a Participant's Participation Agreement)
- Public Health Activities permitted or required by Applicable Law
- Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Health Information, or their personal representative
- Any other purpose expressly permitted by Applicable Law and authorized in writing by Converge Health Iowa

No Participant or Authorized User may use the System to access Health Information for any purpose beyond those listed above without prior written authorization from Converge Health Iowa and consistent with the applicable Participation Agreement.

Where a Participant seeks to access to Health Information contributed by a different Participant for Health Care Operations, access is limited to qualifying Health Care Operations as permitted by HIPAA under 45 CFR 164.506(c) and as specifically authorized in the Participant's Participation Agreement, including (i) conducting quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, and case management and care coordination; (ii) reviewing the competence or qualifications of health care professionals, evaluating provider and health plan performance, training health care and non-health care professionals, accreditation, certification, licensing, or credentialing activities; or (iii) for the purpose of health care fraud and abuse detection or compliance. A Participant is strictly prohibited from accessing another Participant's Health Information for the full range of health care operations activities it may conduct using its own patient records under HIPAA. Any access for Health Care Operations by a Participant must also be limited to the minimum necessary. The accessing Participant must also have an authorized relationship with the individual whose information is being accessed.

5.2 Minimum Necessary Standard

Except in the case of access for Treatment purposes, each Participant shall use the System and Services to request or seek access to only the amount of Health Information that is the minimum necessary to accomplish the Participant's intended purpose. To the extent practicable, requests should be limited to data that would qualify as a limited data set as defined under HIPAA. Nothing in this Section limits a Participant's use of its own patient information that it has contributed to the System.

5.3 Prohibited Use and Compliance

The following uses of the System and Health Information are expressly prohibited by Participants and their Authorized Users:

- Accessing Health Information for any purpose other than those Permitted Purposes described in Section 5.1
- Selling, assigning, sub-licensing, or otherwise transferring System access or Health Information to any person or entity not authorized under a Participation Agreement
- Using the System to compile, aggregate, or distribute records of other Participants' patients except in the case of Treatment activities relating to an individual patient or as otherwise permitted by these GPP or Applicable Law
- Disclosing or otherwise making Health Information available to unauthorized parties, including through unjustified use of break-glass access

- Reproducing, extracting, or transmitting System data in bulk except as specifically authorized in writing by Converge Health Iowa
- Using Health Information for commercial, marketing, or political purposes
- Attempting to circumvent access controls, audit logging, or consent enforcement mechanisms
- Accessing or assisting others in accessing 42 CFR Part 2-protected data without a compliant written patient consent or court order
- Submitting psychotherapy notes, as that term is defined at 45 CFR 164.501, to the System in any form, or any other sensitive data for which the Participant does not have authority under Applicable Law to do so
- Submitting or making accessible through the System any Health Information that an individual has requested be restricted from disclosure to a Health Plan under 45 CFR 164.522, where the individual has paid for the related health care services in full out-of-pocket

Whenever a Participant submits Health Information to the HIE, the Participant shall be responsible for:

1. Submitting Health Information in compliance with Applicable Law, the applicable Participation Agreement, and these GPP; and
2. Ensuring that it has the requisite authority to make such a submission.

Whenever a Participant, including its Authorized Users, access or uses Patient Data through the System, such Participant represents that the access is:

1. For a Permitted Purpose; and
2. Supported by appropriate legal authority for accessing Health Information

6. Patient Rights: Consent, Opt-Out, and Sensitive Data

6.1 Opt-Out Policy

Iowa's HIE operates on an opt-out participation model for general health information exchange. By default, a patient's Health Information contributed by Participants to the System is available for access by other authorized Participants for Treatment and other permitted purposes unless the patient has exercised their right to opt out.

Each Participant shall develop and implement processes to inform its patients/members of their right to opt-out of having their Health Information made accessible to Participants through the HIE, and will either amend their Notice of Privacy Practices or provide a separate information sheet with language about the HIE and the options for opting out. Converge Health Iowa will develop and provide sample language and info sheet that can be branded by a Participant.

Any patient may request that their Health Information not be accessible through the System by submitting an opt-out request directly to Converge Health Iowa. If the Participant organization receives an opt-out request, the request will be forwarded to the HIE and will be processed and honored systemwide. A patient's decision to opt out does not affect a Participant's access to Health Information that the Participant itself holds in its own records outside of the System.

The following effects apply when a patient has submitted a valid opt-out request:

1. The patient's Health Information will not be accessible to any Authorized User of any Participant through the System's clinical query, viewer, or notification functions. Submission of Health Information to the System by Participants may continue as required or permitted under their Participation Agreements and Applicable Law, and Converge Health Iowa will enforce the opt-out at each point of access, subject to Section 6.3.
2. A patient's decision to opt out does not affect a Participant's access to Health Information that the Participant itself holds in its own records system outside of the HIE.
3. A patient may rescind an opt-out at any time by submitting a written opt-in request to Converge Health Iowa.
4. Opt-out does not prohibit use or disclosure of individually identifiable health information that is required by law or authorized under Iowa public health statutes.
5. An opt-out submitted to Converge Health Iowa controls access to Health Information through the System. It does not restrict public health reporting that a Participant is required or permitted to make under Applicable Law, including electronic laboratory reporting and syndromic surveillance, and it does not govern a patient's rights with respect to any registry or program operated by Iowa HHS or another public health authority. Patients seeking to limit participation in such a program should contact that program directly.
6. Opt-out does not prohibit disclosure of Health Information if the disclosure is otherwise required by law.
7. Opt-out is not retroactive as to Health Information already released through the HIE, but it will restrict future exchange of a patient’s Health Information.

6.2 Sensitive Data Categories

Certain categories of Health Information are subject to heightened access restrictions beyond the general opt-out model. These categories require an Authorization provided by the individual who is the subject of the Health Information, or their personal representative before access or disclosure, consistent with Applicable Law, include:

- Substance use disorder records governed by 42 CFR Part 2
- Mental health and behavioral health records subject to Iowa law protections
- HIV/AIDS status and testing information

Participants and Authorized Users must not access sensitive data categories without an Authorization or other applicable legal exception. The System implements technical controls to segment and restrict access to sensitive categories. The presence of such controls does not relieve Participants of their independent legal obligations under Applicable Law.

6.3 Break-Glass Access

In a bona fide medical emergency situation where a patient's records are restricted due to opt-out designation or sensitive data protections, an Authorized User may invoke break-glass access where permitted by Applicable Law. Requirements include:

- The Authorized User must confirm a clinically justifiable emergency basis before access is granted
- All break-glass events are captured in the System's immutable audit log

- Break-glass access is reviewed periodically by Converge Health Iowa's privacy officer or designee
- Unauthorized or unjustified use of break-glass access is a material violation of these GPP and may result in access termination and referral to appropriate authorities

6.4 Notice of Privacy Practices

Each Participant that is a "covered entity" under HIPAA (including Health Plans and Health Care Providers) shall develop and maintain a Notice of Privacy Practices that describes how the Participant uses and discloses Health Information, including disclosures made through the System. Participants shall individually determine whether their current Notice requires amendment to reflect participation in the HIE.

Converge Health Iowa will develop and offer sample language that may be included in a Notice of Privacy Practices and an information sheet that Participants can customize with their own branding and adapt as needed. While using this sample language is optional, every Participant's Notice must clearly explain HIE participation and inform patients about their right to opt out.

Participants shall have their own policies and procedures governing distribution of the Notice of Privacy Practices to individuals, consistent with HIPAA requirements at 45 CFR 164.520.

7. Data Quality

7.1 Participant Obligations

Each Participant is responsible for the accuracy, completeness, and format of Health Information submitted to the System. Participant responsibilities include:

- Submitting Health Information in formats consistent with applicable interoperability standards, including HL7 v2.x, C-CDA, and FHIR R4 as specified in Participant technical documentation
- Ensuring that data submitted aligns with the USCDI V3 data class and data element specifications for all incoming data feeds
- Maintaining and remediating interfaces in a timely manner when data quality issues are identified
- Responding promptly to data quality notifications issued by Converge Health Iowa

Converge Health Iowa has no responsibility for the accuracy or completeness of Health Information submitted by Participants.

7.2 Data Quality Notifications

Converge Health Iowa will monitor incoming data feeds for quality issues including missing data elements, format errors, normalization failures, and deduplication anomalies. When issues are identified, Converge Health Iowa will notify the affected Participant in writing with a description of the deficiency and a specified remediation timeframe. Persistent failure to remediate identified data quality issues may result in suspension of the affected data feed pending resolution.

7.3 Normalization and Terminology

Converge Health Iowa will apply terminology normalization and code-set standardization to submitted data as part of System operations, using recognized code sets including SNOMED CT, ICD-9, ICD-10, LOINC, CPT, RxNorm, and NDC. Original source-provided coded values are retained alongside normalized values, should a translation take place, to maintain transparency and traceability.

8. Security Requirements

8.1 Security Standards

Converge Health Iowa implements and maintains security controls consistent with NIST SP 800-53 Revision 5, State of Iowa security policies, HIPAA Security Rule requirements, and HITRUST CSF certification. Key controls include:

- Encryption of data at rest using AES-256 and data in transit using TLS 1.2 or higher
- Role-based and attribute-based access control with multifactor authentication and least privilege enforcement
- Continuous system monitoring, vulnerability management, and annual penetration testing
- Disaster recovery planning and data backup with documented recovery objectives
- Immutable audit logging of all access and exchange transactions

8.2 Participant Security Obligations

Each Participant is responsible for maintaining a secure connection to the System and for implementing security controls within its own environment consistent with the Participation Agreement and Applicable Law. Participant obligations include:

- Maintaining hardware, software, and communications systems at or above Converge Health Iowa minimum specifications
- Implementing and enforcing internal access controls, authentication procedures, and workforce security policies
- Promptly reporting any suspected or confirmed Security Incident involving the System to Converge Health Iowa
- Cooperating fully in any investigation of a Security Incident involving Participant or its Authorized Users
- Taking mitigating action as directed by Converge Health Iowa in connection with a Security Incident, including revoking Authorized User access when required

8.3 Audit Logging

Converge Health Iowa maintains audit logs documenting the date, time, event type, user identity, and outcome of all System access transactions for the period required by Applicable Law. Audit logs are immutable and may not be altered or deleted. Converge Health Iowa may share relevant audit log data with a Participant, Iowa HHS, or law enforcement as required or permitted by Applicable Law.

8.4 Security Incident and Breach Response

It is the policy of Converge Health Iowa that Converge Health Iowa and Participants shall have staff identified and trained, and procedures in place, for immediately investigating and mitigating, to the extent possible, any Successful Security Incident or Breach of which they become aware; and for reporting the Successful Security Incident or Breach to each other in accordance with the Participation Agreement, these GPP, and Applicable Law.

In the event of a Successful Security Incident or Breach under HIPAA or Iowa law:

- Converge Health Iowa will notify affected Participants within the timeframes required by Applicable Law, and will assist affected Participants in the investigation and mitigation of any such incident, and in accordance with the terms of the Participation Agreement between the respective Participant and Converge Health Iowa
- Participants must notify Converge Health Iowa as soon as possible but no less than 3 business days after discovery
    - Such notification should include sufficient information to understand the nature of the Successful Security Incident or Breach. For instance, such notification could include, to the extent available at the time of the notification, the following information: 1. One or two sentence description of the Successful Security Incident or Breach; 2. Description of the roles of the individuals involved in the Successful Security Incident or Breach; 3. The categories of Health Information impacted, including whether any sensitive health data may be involved; 4. Whether any other Participants were impacted by the Successful Security Incident or Breach; 5. Number of individuals or records impacted/estimated to be impacted by the Successful Security Incident or Breach; 6. Actions taken to mitigate the Successful Security Incident or Breach; 7. Current status of the Successful Security Incident or Breach (under investigation or resolved); and 8. Any corrective action taken and steps planned to be taken to prevent a similar Successful Security Incident or Breach. Participants shall supplement the information contained in the notification as it becomes available.
- Participants and Converge Health Iowa shall cooperate with each other in the investigation and mitigation of any Successful Security Incident or Breach of which they become aware.
- Participants must also notify the State of Iowa Security Operations Center (soc@iowa.gov) within 72 hours of a confirmed Breach, or as otherwise required by applicable state requirements
- Breach response in the case of a Breach by Converge Health Iowa will be coordinated by Converge Health Iowa in consultation with Iowa HHS and, where required, federal agencies

At Converge Health Iowa's request in connection with a Successful Security Incident or Breach, a Participant shall use commercially reasonable efforts to timely provide any information requested by Converge Health Iowa. Any information provided by a Participant in connection with such a request will constitute Confidential Information of the Participant.

8.5 Law Enforcement, Government Requests, Administrative and Judicial Proceedings

Converge Health Iowa does not maintain direct patient relationships and is not the originating custodian of Health Information accessible through the System. Health Information in the System is contributed by and remains the record of the Participant that generated it.

As such, if Converge Health Iowa receives a court order, subpoena, warrant, summons, or other legal process seeking access to patient Health Information, Converge Health Iowa will refer the requesting party to the applicable Participant or Participants whose records are at issue. Any Converge Health Iowa employee who receives such a request shall immediately notify the Converge Health Iowa Privacy Officer, who shall in turn notify the respective Participant of the request for access prior to taking any action. All such requests and the actions taken in response will be documented by the Privacy Officer and retained for a minimum of six (6) years.

Neither Converge Health Iowa nor any Participant will comply with a subpoena requiring disclosure of 42 CFR Part 2-protected records unless a compliant court order or written patient consent is obtained.

9. Interoperability with External Organizations

Converge Health Iowa may exchange Participant's Shared Information with other health information organizations consistent with the purposes described in these GPP and the applicable Participation Agreement. External exchange relationships will be identified in updates to these GPP or in separate written notices to Participants, and are subject to applicable data use agreements, business associate agreements, and the TEFCA framework where applicable. As of the effective date of these GPP, Converge Health Iowa intends to participate in eHealth Exchange and Carequality.

Participants will be notified of any new or materially changed external exchange relationships at least thirty (30) days prior to implementation, except where a shorter notice period is required to comply with Applicable Law or state directive.

10. Master Patient Index Use

Authorized access to MPI data is limited to identifying and linking patient records for Treatment, supporting event notification and query-response functions, and fulfilling lawful requests under Applicable Law. Participants may not use MPI data to compile or aggregate patient lists for marketing, commercial solicitation, or any purpose unrelated to an individual patient's care or a Permitted Purpose under these GPP. All MPI access is subject to audit logging.

11. Data Aggregation, De-Identification, and Limited Data Sets

As permitted by the Participation Agreement, Converge Health Iowa may de-identify Health Information consistent with 45 CFR 164.514(b) and aggregate Participant's Shared Information for the following purposes: fulfilling public health reporting obligations, supporting population health analytics conducted by Converge Health Iowa in its capacity as the State Designated HIE, and producing aggregate statistical reporting required under the State of Iowa Contract. Except as set forth above, Converge Health Iowa will not sell, license, or otherwise transfer de-identified data to third parties without explicit permission from Participants.

Limited data sets may be created by Converge Health Iowa only pursuant to a fully executed data use agreement consistent with 45 CFR 164.514(e). Participants may not use the System to compile records of other Participants' patients for distribution to third parties except for a Permitted Purpose.

12. Violations and Enforcement

12.1 Participant Obligations on Violations

Each Participant is responsible for monitoring its Authorized Users and for taking appropriate action when a violation of these GPP is identified. Participant obligations include:

- Promptly notifying Converge Health Iowa of any known or suspected violation by an Authorized User
- Taking disciplinary action as the Participant deems appropriate against an Authorized User who violates the confidentiality provisions of the Participation Agreement or these GPP
- Revoking or restricting the access of any Authorized User identified by Converge Health Iowa as having engaged in inappropriate access, within the timeframe specified by Converge Health Iowa
- Cooperating fully with any investigation by Converge Health Iowa into compliance concerns involving Participant or its Authorized Users

12.2 Converge Health Iowa Enforcement Actions

Converge Health Iowa may take the following enforcement actions in response to violations of these GPP or a Participation Agreement:

- Issuance of a written notice of violation with a specified cure period
- Suspension of Participant or Authorized User access, following a fifteen (15) day cure period except where immediate action is required to protect System integrity or patient data
- Termination of a Participant's access for cause in accordance with the Participation Agreement
- Referral to Iowa HHS, OCR, or other applicable regulatory body

Grounds for suspension or termination include adverse audit findings, breach of the Participation Agreement or BAA, default in payment of Participation Fees, privacy or security violations, failure to take required remedial action following a breach, failure to discipline an Authorized User as required, and conduct that undermines the integrity of System safeguards.

13. General Provisions

13.1 Compliance with Applicable Law

All Participants and Authorized Users must comply with Applicable Law in connection with their access to and use of the System and Health Information. These GPP do not limit any obligation imposed by HIPAA, Iowa Code Chapter 135D, 42 CFR Part 2, or any other applicable federal or state law.

13.2 State Contract Compliance

Converge Health Iowa's operations are funded in part through federal funds administered under State of Iowa Contract No. 2026-BUS-7684. All applicable federal cost and compliance requirements, including 2 CFR Part 200, flow down to Participants to the extent required by that contract. Use of System access or data for commercial purposes inconsistent with the contract's federal funding conditions is prohibited.

13.3 Publication and Posting

The current version of these GPP, together with any posted redline comparisons following amendments, will be maintained on the Converge Health Iowa website and made available to all Participants. Participants are responsible for reviewing updated GPP upon receipt of notice of changes.

13.4 Contact Information

Questions, opt-out submissions, and compliance concerns may be directed to:

Organization	Converge Health Iowa
Address	6701 Corporate Dr #4255, Johnston, Iowa 50131
Email	support@convergeHLTH.org
Phone	(515) 373-1890

14. Complaints About Uses and Disclosures of Health Information

14.1 Submission of Complaints

Any individual may submit a complaint to Converge Health Iowa regarding the use or disclosure of their Health Information through the System. Complaints may be submitted by contacting the Converge Health Iowa Privacy Officer at the address or email listed in Section 13.4. Individuals who wish to file a complaint with the U.S. Department of Health and Human Services may do so through the Office for Civil Rights at hhs.gov/ocr/hipaa.

Complaints regarding the conduct of a specific Participant will be referred to that Participant for investigation and response, with notice provided to the individual.

14.2 Investigation and Resolution

Upon receipt of a complaint, the Converge Health Iowa Privacy Officer will document the complaint, investigate to determine whether Health Information was improperly used or disclosed, assess whether any modification to Converge Health Iowa's policies or practices is required, and determine whether additional workforce training is needed. If a violation is confirmed, the Privacy Officer will determine appropriate corrective action and notify the relevant Participant where applicable. All documentation related to individual complaints will be retained for a minimum of six (6) years.

14.3 Non-Retaliation

Converge Health Iowa will not intimidate, threaten, coerce, discriminate against, or take any retaliatory action against any individual who exercises their rights under HIPAA or Applicable Law, files a complaint with Converge Health Iowa or with HHS, or participates in any investigation, compliance review, or proceeding arising under applicable privacy or security regulations. No individual will be asked to waive their right to file a complaint as a condition of receiving services or System access.