

Joinder Agreement
Attachment 1 – Joinder Agreement

THIS JOINDER AGREEMENT made effective with the last signature and executed as of the date set below, by and between the Indian Health Service (the “IHS”) and _____ (the “New Member”) makes New Member a party to that Multi-Purpose Agreement dated _____ among the IHS, as amended (the “MPA”).

RECITALS:

- A. The New Member desires to become a Member of the Exchange and gain access to the Network.
- B. The IHS has approved the New Member’s application subject to the condition that the New Member executes this Joinder Agreement.
- C. **AMENDMENTS** - Any amendments to the MPA and this Joinder Agreement shall not be effective until the IHS and the New Member have evidenced their consent in a writing which is signed, dated and attested to by their respective authorized representatives.
- D. **REPRESENTATIONS** - All representations and warranties of fact made by the New Member, including those in Sections 3.03 and 4.04(b)-(f), inclusive, and any other designations made by the New Member contained in the MPA, including this Joinder Agreement, are fully authorized by the New Member and are complete, truthful and accurate.
- E. **AUTHORITY**. The New Member represents that the person executing this MPA on its behalf is duly authorized to do so in accordance with the procedures in force and effect on behalf of the New Member. The New Member also represents that the Authorized Users have either authorized it to make the representations on their behalf as stated in this MPA or will be required to provide such authorizations to the New Member before accessing or utilizing the system set in place by this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

- 1. **JOINDER**. The New Member is hereby made a party to the MPA, and agrees to be bound by, and shall comply with, the terms thereof. From the date hereof, the New Member shall be a “Member” as that term is defined in the MPA and shall be subject to all of the duties and obligations and entitled to the rights and benefits of a Member as provided therein.
- 2. **ACKNOWLEDGEMENT**. The New Member hereby acknowledges that it has received and reviewed a copy of the MPA and fully agrees with and will comply with its terms and conditions.
- 3. **REAFFIRMATION**. The terms and provisions of the MPA remain in full force and effect in all respects.

4. **COUNTERPARTS.** This Joinder Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

5. **REIMBURSEMENT.** To the extent the applicable Appropriation Act continues to authorize the IHS to provide goods and services to Tribes and Tribal Organizations on a reimbursable basis, or pursuant to 25 U.S.C. § 458aaa-7 (for Title V Compacts), tribal contractors are responsible for reimbursing IHS for the full cost of aggregation services and technical support. Such reimbursement shall be determined on a case by case basis in accordance with the terms and conditions of each contractor's contract or compact and annual funding agreement, as well as any applicable buyback agreements.

Participating Urban Indian Health Programs are responsible for reimbursing IHS for the full cost of aggregation services and technical support, in accordance with 42 U.S.C. § 254a(b), which provides that such reimbursements shall be credited to the applicable IHS appropriation.

IN WITNESS WHEREOF, the undersigned have caused this Joinder Agreement to be executed, all as of the day and year first written above.

Indian Health Service

New Member

County of _____)

State of _____)

Sworn and attested to before me this ___ day of _____, 2015 _____ signed this Multi-Purpose Agreement on behalf of the New Member.¹

Notary Public

My Commission Expires

¹ If a notary is not available, in lieu of a notarized statement, a declaration may be used as follows: "I declare under penalty of perjury under the laws of the United States of America that I am authorized by the New Member to make this Declaration on its behalf and that the foregoing representations and warranties are true and correct to the best of my knowledge and belief."