UCSF MD Link Electronic Health Record Access Participant Agreement

This UCSF MD Link Electronic Health Record Access Participant Agreement ("**Agreement**") is made by and between County of Humboldt ("**Participant**"), and the Regents of the University of California, on behalf of UCSF Medical Center and UCSF Benioff Children's Hospitals ("**UCSF**"), effective as of _____ ("**Effective Date**"). Participant and UCSF are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

I. Software ("Service")

WHEREAS, UCSF has compiled a secure electronic database consisting of Confidential Patient Information, PII, PHI and Proprietary Information of UCSF (collectively referred to as "**Data**");

WHEREAS, UCSF has the ability to offer secure electronic access to Data concerning their patients via a connection to the internet and Participant desires to obtain access to Data by utilizing the MD Link Service;

WHEREAS, for clinical care UCSF has an interest in improving the delivery and coordination of care to patients in the community by providing secure electronic access to select portions of UCSF patients' medical records as contained in the Data;

WHEREAS, for utilization review purposes UCSF has an interest in effective coordination of data to facilitate insurance authorization for rendered services by providing secure electronic access to select portions of UCSF patients' medical records as contained in the Data; and,

WHEREAS, for clinical research study monitoring purposes, UCSF has an interest in improving the conduct and oversight of clinical research studies by providing secure electronic access to select portions of medical records for UCSF patients enrolled in such clinical research studies, as contained in the Data.

NOW THEREFORE, in consideration of the promises and covenants contained in this Agreement and for good and valuable consideration, UCSF and Participant agree as follows:

Upon execution of this Agreement and any other required documents, and approval of all access, UCSF will provide the Participant with Logon IDs, passwords and information to allow Participant to access Data relating to Participant's patients/member/research subject, as applicable. UCSF will provide limited training which may be done in-person, via eLearning, or by remote web meeting on the use of the MD Link Service.

A. Definitions:

1. Confidential Patient Information: Individually identifiable health information regarding patients stored in the Data and accessed through the MD Link Service, including clinical information such as progress notes, specialty consults, laboratory and imaging results, and patient demographic and insurance information. This information is protected by various state and federal privacy laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

2. Covering User: An individual employed by the Participant who is temporarily covering the duties of another User who is sick, on vacation, or on extended leave.

3. Participant: The Participant must be organized as a legal entity and an authorized representative of the Participant must sign the UCSF MD Link EHR Access Participant Agreement on behalf of the entity. For the purposes of this agreement, Participant agrees they are a legal entity defined as one of the following:

   Participant must check one participant type that best applies to their business:

   (X) **Covered Entity Participant**
   A physician practice/practice group consisting of either one or several physicians/Covered Entities (CEs) providing care to patients who have also been treated by UCSF providers. Participant shall comply with the additional terms and conditions set forth in **Exhibit A**, attached hereto and incorporated herein.

   ( ) **Insurance Group/Plan Participant**
   An insurance group/plan overseeing utilization review activities for members receiving care at UCSF. Participant shall comply with the additional terms and conditions set forth in **Exhibit B**, attached hereto and incorporated herein.

   ( ) **Study Sponsor Participant**

   A clinical research study sponsor overseeing clinical research activities conducted with patients enrolled at UCSF. Participant shall comply with the additional terms and conditions set forth in **Exhibit C**, attached hereto and incorporated herein.

4. Personally Identifiable Information ("PII"): is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII is defined as any information about an individual maintained by an agency, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

5. Proprietary Information: Information relating to internal business affairs, including information regarding products, pricing, personnel data, vendor information, financial data, and other competitively sensitive information that UCSF maintains as confidential. If such information is already made available in the public domain, then such information is not Proprietary information. All Proprietary Information is confidential and may not be used for any purpose other than treatment, utilization review, or study monitoring as appropriate without the advanced written consent of UCSF.

6. Protected Health Information ("PHI"): Any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (ii) that identifies the individual with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, not limited to 45 CFR § 160.103. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code §§ 56.05 and 1798.82.

7. Service: The UCSF MD Link software that provides a secure method of communication, which enables users to view Confidential Patient Information concerning as appropriate Participant's patients/members/research subjects as contained in the Data.

8. UCSF Liaison: The individual employed by UCSF who acts as a link to facilitate communication and cooperation between Participant and UCSF.

9. User: This individual may be the practice owner, physician, registered nurse, staff member of the practice entity, or staff of an insurance group/plan, or study monitor of a sponsored study, or otherwise be approved and designated by the leadership of the Participant who requires access to MD Link Service.

B. Access

1. Proprietary Information: Data is the sole property of UCSF. The Parties agree and understand that the Data will remain the property of UCSF and that there is no intent to transfer any rights or legal interest in the Data to the Participant. Participant agrees that it will not copy or utilize Data for any purpose except the purpose approved for access to MD Link, unless Participant obtains written consent from the patient/member/research subject and UCSF, or such use or disclosure is required by law. If Participant receives a request or demand for disclosure of the Data, it will immediately provide written notice and a copy of such request or demand to the UCSF Liaison.

2. Term and Termination: This Agreement is effective on the date first listed above and will continue until either Party notifies the other in writing of its intent to terminate. Either Party may terminate this Agreement by sending advanced written notice of the intent to terminate. UCSF retains the right to unilaterally terminate access, at its sole discretion, and without advance notice to the Participant. UCSF will consider any unauthorized access, use, or disclosure of Data as a breach of this Agreement and grounds for immediate termination of this Agreement. Upon termination of this Agreement, Participant agrees to discontinue accessing the Data immediately.

3. Permitted Use of Data: Participant understands that the Data contains confidential patient information, PHI, PII, and Proprietary Information that is protected from unlawful disclosure by state and federal laws and regulations.
    a. Participant agrees that they will comply with all applicable laws and regulations, and the terms of this Agreement, in its access, use, and disclosure of the Data.
    b. Participant will not access any information or records beyond the stated purpose, including but not limited to their personal medical records or the medical records of their family members and friends or acquaintances if they are not the treating provider, should such records exist in UCSF's Data.
    c. Participant understands that all activities and access to Data is monitored and audited.

4. Prohibited Use of Data: Participant agrees it will not access, use, or disclose the Data for any use other than the purposes set forth above and that if UCSF determines that Participant has accessed, used, or disclosed Data in a prohibited or unlawful manner, UCSF may unilaterally terminate all access and seek any such other relief as appropriate. Specifically, Participant may not:
    a. Sell, disclose to any third party, transfer to any third party, or otherwise permit or facilitate third-party access to the Data
    b. Transmit in any way, Data obtained through the Service for any purpose other than those listed above
    c. Use or disclose any Data with the intent to negatively impact the competitive advantage of UCSF in the marketplace
    d. Use or disclose the Data other than as permitted by this Agreement

5. Confidentiality of Data: Participant understands that Data includes confidential patient information, including protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act, 45 C.F.R. §164.501, as amended, ("HIPAA"). As applicable, Participant shall use best efforts to take all reasonable and necessary measures and precautions as required by HIPAA to ensure security and privacy of the electronic Data it accesses. Participant agrees to report to the UCSF Liaison any known or suspected unauthorized access, use, or disclosure of any portion of Data of which Participant becomes aware.

6. Obligations of Participant:
    a. Equipment and Supplies: Participant is solely responsible for the cost of the equipment, maintenance and supplies required for access to and use of UCSF Data through the Service. Such costs include, but are not limited to, cost of acquisition, installation, operation and maintenance of personal computers and printers; cost related to wiring, hardware, software, phone charges, and internet access services; and cost of ongoing equipment and supply upgrades.
    b. Participant Access: Each Participant must sign the UCSF MD Link EHR Access Participant Agreement, and each User must sign the UCSF MD Link EHR Access Confidentiality Agreement. Signed Agreements must be returned to UCSF before access will be granted to Users. Participant is responsible for

immediately notifying UCSF of any changes in their User status or for termination of their access when it is no longer appropriate (i.e. change in job functions or leaving the Participant's employment).

c. Appropriate Use of Service: Participant agrees to access the UCSF Data in accordance with the terms of this Agreement. In the event the Participant suspects any problems related to unauthorized data alteration or destruction, Participant will immediately discontinue access to the Service and report problems to UCSF technical support ("IT Service Desk") at 415-514-APeX (2739).

7. Relationship of the Parties: It is expressly understood and agreed upon that this Agreement is not intended to, and does not, create a joint venture, partnership, association, or other affiliation or business relationship between UCSF and Participant.

8. Copied and Downloaded Information: Each Party acknowledges and agrees that it would be separately and solely responsible for securing and protecting any PHI upon it being printed, copied, or downloaded by Participant.

C. Privacy

1. Material Privacy Breach: If there is any known or suspected inappropriate access, use, or disclosure by an authorized or un-authorized Participant user, the Parties agree to actively and promptly cooperate through the appropriate sharing of audit logs and other information necessary to allow for a quick determination of the details of such an incident. The Parties agree to meet and confer in good faith, using their best efforts to resolve any differences around the dispute over a privacy breach as the Parties also agree that a satisfactory resolution of any dispute over a privacy breach is the preferred outcome for the Parties rather than immediate termination of this Agreement.

2. Patient Information**:** Participant shall not disclose any patient or medical record information regarding UCSF or UCSF's patients, in accordance with the terms and obligations of this agreement. Additionally, Participant shall comply with all applicable federal and state laws and regulations, and rules regarding the confidentiality of such information. As appropriate for the Participant, these regulations include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA) (45 C.F.R. Part 160, et seq.) the Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 C.F.R. Part 2), as amended from time to time, FDA regulations, and California's Confidentiality of Medical Information Act set forth at California Health & Safety Code § 56 *et seq*.

3. Notification of Disclosures: Participant will notify UCSF's Privacy Office of the unauthorized access, use, or disclosure of any Personally Identifiable Information, or Protected Health Information known or suspected by such Party within two business days of learning of the same in order to ensure that the reporting of such unauthorized

access, use or disclosure of this information is reported within fifteen business days of

detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights (OCR) and/or Department of Health and Human Services (HHS). Participant will oversee the required notification to CDPH.

4. Costs Associated with Disclosure: Participant agrees that if they fail to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein and, as a result, Personally Identifiable Information or Protected Health Information is unlawfully accessed, used or disclosed, that they agree to pay, upon written demand of the other Party, any and all costs associated with any notification to affected individuals required by law or reasonably deemed necessary for reputational or risk mitigation purposes, and that they also agree to pay for any and all fines and/or administrative penalties imposed for such unauthorized, access, use or disclosure of Personally Identifiable Information or Protected Health Information, Proprietary/Intellectual information, or for delayed reporting.

D. Indemnification

1. Each Party shall defend, indemnify and hold the other Parties, their officers, employees and agents harmless from and against any and all liability, loss, or expense (including reasonable attorneys' fees) arising from claims for damages arising in connection with this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees.

E. Insurance

1. Each Party agrees to effect and maintain Privacy, Technology and Data Security Liability or Cyber Liability insurance policy (or policies) that provides coverage for privacy and data security breaches or equivalent programs of self-insurance for the term of the Agreement with combined single limits as follows: (1) Each Occurrence: $1,000,000 and General Aggregate: $5,000,000.

2. It is expressly understood, however, that the coverages set forth herein shall not in any way limit the liability of any Party. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Parties, its officers, agents, and employees. Each Party further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the other Party against other insurable hazards relating to performance.

Except as expressly stated herein, This Agreement constitutes the entire Agreement between the Parties as to Participant's activities using the MD Link Service and may not be altered, amended or modified except as agreed in writing by the Parties. In the event of a conflict between this Agreement and any underlying agreement between UCSF and Participant, this Agreement will govern with respect to Participant's activities using the MD Link Service, and the underlying agreement will govern with respect to all other issues. In the event this agreement is silent on an issue, the underlying agreement between UCSF and Participant, this Agreement will govern. In the event of a conflict between this Agreement and any individual UCSF MD Link EHR Access Confidentiality Agreement under this Agreement, the terms and conditions of this Agreement shall control.

UCSF Medical Center and UCSF Benioff	County of Humboldt
	Participant Practice/Practice Group/Insurance Plan/Group/Study Sponsor Name
UCSF Liaison Signature	**Authorized Representative Signature**
Brian Cosgrove	Sofia Pereira
UCSF Liaison Name	**Authorized Representative Name**
Interoperability Lead	Public Health Branch Director
UCSF Liaison Title	**Authorized Representative Title**
Date	**Date**
415-514-8892	707-268-2121
Phone Number	**Phone Number**
brian.cosgrove@ucsf.edu	spereira2@co.humboldt.ca.us
Email Address	**Email Address**

*By signing this document as an Authorized Representative, I am asserting that I am authorized to legally bind the organization to the terms and conditions specified herein, under penalty of perjury.

EXHIBIT A – COVERED ENTITY ADDITIONAL TERMS AND CONDITIONS

Participant agrees to abide by the following additional terms and conditions:

Permitted Use of Data: Participant is permitted to access, use, and disclose Data only for purposes related to treatment of Participant's patients, unless Participant obtains written consent from the patient and/or UCSF.

Confidentiality of Data: Participant understands and agrees to do the following:

i. Advise patients requesting copies of or amendments to their medical records that the Participant does not have the authority or the ability to alter their PHI and that any amendments or corrections to it must be accomplished by contacting UCSF directly

ii. Take appropriate action to ensure that patients, visitors, or unauthorized personnel will not be able to see the computer screen during access to UCSF patient Data

iii. Make its internal practices, books, and records relating to the access, use, and disclosure of UCSF Data available to UCSF and, after notice, to the Secretary of Health and Human Services, for the purpose of determining Participant's compliance with privacy regulations

iv. Document Participant's disclosures of UCSF Data from a court or governmental agency if it receives a request for disclosure of UCSF Data from a court or governmental agency, Participant will immediately notify their UCSF Liaison prior to any disclosure in order to allow UCSF the opportunity to seek the appropriate protective order to protect UCSF Data

Communication: Participant understands that by agreeing to the use of UCSF MD Link they are agreeing to and acknowledge that the UCSF MD Link portal will become the primary means of communication between UCSF and Users. Users will receive an external email message notifying them that there is a new communication in UCSF MD Link ready to be viewed. Participant agrees to retrieve these communications on a regular basis. Communications such as patient summaries and consult letters no longer need to be faxed or mailed, but instead can be sent to the User via UCSF MD Links internal communication tool (In Basket).

EXHIBIT B – INSURANCE GROUP/PLAN ADDITIONAL TERMS AND CONDITIONS

Participant agrees to abide by the following additional terms and conditions:

Permitted Use of Data: Participant is permitted to access, use, and disclose Data only for purposes related to treatment authorization and on-going concurrent review, unless Participant obtains written consent from the patient and/or UCSF. User's access is limited to only those members for which the Participant has a fiduciary responsibility.

Communication: Participant understands that by agreeing to the use of UCSF MD Link they are agreeing to and acknowledge that the UCSF MD Link portal will become the primary means of communication between UCSF and Users. Users will receive an external email message notifying them that there is a new communication in UCSF MD Link ready to be viewed. Participant agrees to retrieve these communications on a regular basis. Communications such as patient summaries and consult letters no longer need to be faxed or mailed, but instead can be sent to the User via UCSF MD Links internal communication tool (In Basket).

EXHIBIT C – STUDY SPONSOR ADDITIONAL TERMS AND CONDITIONS

Participant agrees to abide by the following additional terms and conditions:

Permitted Use of Data: Participant is permitted to access, use, and disclose Data only for study monitoring purposes related to the research subject for their clinical study. Study monitors can only access patient's records for these research subjects for a maximum of 5 business days.

Confidentiality of the Data: Participant, even if not deemed to be a covered entity under HIPAA, agrees that pursuant to this Agreement, Participant shall:

i. protect all Data, and

ii. use and disclose such Data only as necessary for the Purpose which includes:

- ensuring the accuracy of the research and preserving the integrity of the Study for any regulatory submissions to the FDA and any other applicable regulatory authorities,
- communicating with the FDA and any other applicable regulatory authorities,
- communicating the data and results of the Study to its affiliates and, if applicable and partners
- other disclosures as required by law or as permitted by authorizations or written consents signed by Study subjects.

Insurance

Sponsor may, at Sponsor's election, meet any and all of the Insurance requirements of the Agreement Sections E.1-3., through its self-insured plan.

Certificate Of Completion

Envelope Id: 35AA2884-6599-4E85-9A3E-23899E53C1C6
Status: Sent
Subject: Please DocuSign: UCSF MD Link Participation Agreement
Source Envelope:
Document Pages: 10
Signatures: 0
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
UCSF Community Connect Team
1855 Folsom St
Suite 601
San Francisco, CA 94103
ucsfmdlink2@ucsfmedctr.org
IP Address: 128.218.42.76

Record Tracking

Status: Original
4/16/2025 8:46:00 AM
Holder: UCSF Community Connect Team
ucsfmdlink2@ucsfmedctr.org
Location: DocuSign

Signer Events	Signature	Timestamp
Meredith Wolfe mwolfe@co.humboldt.ca.us Security Level: Email, Account Authentication (Optional)		Sent: 4/16/2025 8:48:21 AM Viewed: 4/18/2025 8:26:38 AM

Electronic Record and Signature Disclosure:

ID: 86ea0518-7ea0-4c51-b8d4-84c877a7aff9
Accepted: 4/18/2025 8:26:38 AM

Brian Cosgrove
Brian.Cosgrove@ucsf.edu
Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2025 8:48:21 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, University of California, San Francisco (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of California, San Francisco:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: it-cloudapps@ucsf.edu

To advise University of California, San Francisco of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at it-cloudapps@ucsf.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from University of California, San Francisco
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to it-cloudapps@ucsf.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with University of California, San Francisco

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to it-cloudapps@ucsf.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify University of California, San Francisco as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by University of California, San Francisco during the course of my relationship with you.