

**OCHIN LINK
DATA ACCESS AGREEMENT**

This **OCHIN LINK DATA ACCESS AGREEMENT** hereinafter "Agreement" is entered into by and among OCHIN Inc. ("OCHIN"), Open Door Community Health Centers, a member of OCHIN (hereinafter "ODCHC") and Humboldt County Department of Health and Human Services (hereinafter "County").

This Agreement is incorporated into all existing and current agreements(s) between the parties. County must comply with all requirements for maintaining the privacy and security of protected health information ("PHI") under federal and state law. County is subject to the application of civil and criminal penalties under sections 1176 and 1177 of the Social Security Act. The PHI disclosed and provided to County is required by law to be protected against unauthorized use, disclosure, modification or loss. In order to comply with applicable legal requirements for the protection of information, the parties agree as follows:

Section 1. Purpose of Activities.

A. ODCHC is committed to providing high quality patient care. In furtherance of its mission, ODCHC agrees to allow the disclosure of PHI to County as permitted or required by law. ODCHC also agrees to allow County electronic access to PHI necessary to perform its public health, treatment, and follow up duties. County will use PHI only for the scope of activities under this Agreement. Disclosure will occur through electronic access to EPIC Care Elsewhere ("OCHIN Link"). County understands that electronic access to OCHIN Link is a privilege offered at the discretion of ODCHC and OCHIN. County understands and acknowledges that ODCHC may terminate this privilege at any time for any reason with 7 days' notice to County.

B. Access to OCHIN Link shall be limited to access of PHI for those patients with whom County has a treatment relationship. County may access the PHI for treatment, payment and healthcare operations as defined by the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions ("HIPAA"). For purposes of this Agreement, "healthcare operations" shall be limited to conducting quality assessment, competence evaluation of providers or health plans, and/or training program activities.

OBLIGATIONS OF COUNTY

Section 2. Use or Disclosure of PHI.

Only the minimum necessary PHI to accomplish the intended purpose of this Agreement can be used or disclosed. County shall not use or disclose PHI received from ODCHC in any manner that would constitute a violation of federal or applicable state law, including but not limited to HIPAA. County shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of ODCHC only in accordance with the provisions of this Agreement and federal and state law. County shall not disclose PHI in any manner other than that permitted by this Agreement. County further agrees that all information accessed through the ODCHC Information System will be maintained in the strictest confidentiality and in the same manner as County safeguards the confidentiality of other PHI and as required by state and federal law.

Section 3. Process for Requesting OCHIN Link Access.

County designates a liaison to coordinate user access. The liaison manages the modification and termination for accounts provided to County. County will have each provider or medical professional ("Professional") sign, complete and submit a separate user access agreement (the "User Access Agreement"), attached hereto as Exhibit A. "Professionals" includes registered nurses, communicable disease investigators, and medical office assistants. The liaison will provide the completed forms to ODCHC's IT Services User Access Administrator. County warrants, represents, and ensures that each Professional approved for access under this Agreement adheres to the requirements of this Agreement and the User Access Agreement.

For purposes of this Agreement, access to OCHIN Link shall be permitted only for Professionals who have executed the User Access Agreement attached hereto as Exhibit A.

Section 4. Safeguarding Information.

- A. County shall only use, store, disclose, or access PHI:
 - (1) In accordance with, and only to the extent permissible under this Agreement; and
 - (2) In full compliance with any and all applicable laws, regulations, rules or standards.

- B. County shall have in place policies and procedures to implement and maintain all safeguards necessary to ensure the confidentiality, availability, and integrity of all ODCHC data. Such safeguards shall include as appropriate, and without limitation, use of: policies and procedures to prevent any unauthorized use or disclosure of, or access to, PHI; restrictions on administrative access to PHI; system firewalls, secure network and transfer protocols such as Secure Socket Shell (SSH), Secure Copy Protocol (SCP), Hyper-Text Transfer Protocol over Secure Sockets Layer (HTTPS), or Internet Protocol Security (IPSec); industry compliant network authentication protocols such as Kerberos or Lightweight Directory Access Protocol (LDAP); encryption; regular and timely system upgrades, including implementation of security patches; disk quotas to ensure system availability; logging in accordance with ODCHC specifications, maintenance of logs on centralized servers; and County backup systems for disaster recovery, security, and forensics purposes.

- C. County shall not download PHI to any personal device including but not limited to a flash drive, cell phone, iPad, or tablet without the prior written approval of ODCHC.

Section 5. Data Ownership.

County acknowledges and agrees that ODCHC owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in ODCHC at all times. County shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of ODCHC without express written permission from ODCHC, unless specifically authorized by federal or state law in furtherance of its public health functions.

Section 6. Reporting of Unauthorized Use or Disclosure of PHI.

County shall, no later than within five (5) business days of becoming aware of an unauthorized use or disclosure of PHI by County, its officers, directors, employees, contractors, agents or by a third party to which County disclosed PHI, report any such disclosure to ODCHC and OCHIN. Such notice shall be made to the following:

ODCHC Compliance Officer: Joseph Ohens
Chief Compliance Officer
johens@opendoorhealth.com
707-572-6815

OCHIN Compliance Officer: James Maldonado
Corporate Counsel
maldonadoj@ochin.org
503-942-2500

Section 7. Potential Breach of PHI.

- A. If County has reason to believe that personal information or PHI transmitted pursuant to this Agreement may have been accessed, disclosed, or acquired without proper authorization, County will, within five (5) business days of discovery, give ODCHC and OCHIN notice and take actions as may be necessary to preserve forensic evidence and to identify, mitigate and remediate the cause of the breach. A breach shall be treated as discovered by the County as of the first day on which

such breach is known to the County (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the County) or should reasonably have been known to the County to have occurred. County shall give highest priority to immediately mitigate and remediate any unauthorized access and shall devote such resources as may be required to accomplish that goal. The County shall cooperate with all ODCHC and OCHIN efforts, including providing any and all information necessary to enable ODCHC to fully understand the nature and scope of the unauthorized access, including but not limited to identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach.

- B. To the extent ODCHC or OCHIN deem warranted, ODCHC or OCHIN may provide notice or may require County to provide notice to any or all individuals affected by any unauthorized access, whose personal and/or PHI may have been improperly accessed or disclosed that was not protected according to the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards. In such case, County shall provide the notice and consult with ODCHC and OCHIN regarding appropriate steps required to notify third parties. In the event that the County's assistance is required to reinstall software, such assistance shall be provided at no cost to ODCHC or OCHIN and in accordance with the ODCHC's and OCHIN's policies and standards. County must coordinate with ODCHC and OCHIN any public notification to any individual, media outlet, or the Secretary of Health and Human Services.
- C. If ODCHC or OCHIN determine that notification is required, the County shall pay the full costs of notice to impacted individuals, which may include, but are not limited to, the costs to retain an outside consulting firm to undertake the notification effort and will supply ODCHC and OCHIN with the following information to make such notification:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. A brief description of what the County is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
- D. County shall indemnify, hold harmless, and defend ODCHC and OCHIN from and against any penalties, claims, actions, loss, liability, damages, costs, or expenses, including but not limited to reasonable attorneys' fees, system remediation, or forensic analysis, arising from or pertaining to a breach of this Agreement by County. The indemnification provided hereunder includes the full costs of notice to impacted individuals, including the costs to retain an outside consulting firm to undertake the notification effort and other costs.
- E. ODCHC has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of County's technical capabilities.

Section 8. Accounting for Disclosures.

45 C.F.R. 164.528 requires ODCHC to account for all disclosures of PHI when requested to do so by a patient unless an exception applies. For access to PHI by County (that is) a disclosure and subject to an Accounting of Disclosures, ODCHC and County agree to account for disclosures as follows:

The parties intend this section to comply with 45 C.F.R. 164.528 and informal guidance issued by the U.S. Department of Health and Human Services, Office of Civil Rights. If at any time regulatory guidance changes, the parties agree to re-negotiate the accounting for disclosures process to bring the process into conformance with regulatory guidance and 45 C.F.R. 164.528.

Section 9. **Availability of Books and Records.**

County agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from ODCHC, or created or received on behalf of ODCHC, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining ODCHC's and County's compliance with the HIPAA Standards. County promptly shall provide to ODCHC a copy of any documentation that County provides to the Secretary within five (5) business days.

Section 10. **Notice for Termination.**

If ODCHC or OCHIN determine that County, or County's directors, officers, employees, contractors or agents have violated a material provision of this Agreement, ODCHC may terminate its participation in this Agreement with 7 days' notice without liability for termination.

Section 11. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties regarding access to OCHIN Link, and supersedes all prior verbal or written agreements, commitments, or understandings concerning the matters provided for herein.

Section 12. **Amendment.**

This Agreement may be modified only by a subsequent written agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement.

Section 13. **Governing Law.**

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of California.

Section 14. **Waiver.**

Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

Section 15. **Third Party Beneficiaries.**

Nothing in this Agreement is intended to create any third party beneficiaries.

Section 16. **Term of Agreement.**

This Agreement is effective beginning upon execution by all parties and will continue thereafter until terminated. In addition to the termination provisions of Section 10, either party may terminate this Agreement with a 30 day notice.

Section 17. **Severability.**

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

Section 18. **Survival.**

Sections 5, 7(D), and 9 shall survive the expiration or termination of this Agreement for any reason.

Section 19. **Notice.**

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance herewith:

TO ODCHC:
1285 8th Street
Arcata, CA 95521
Attn: Stacy Watkins

TO COUNTY:
529 I Street
Eureka, CA 95501
Attn: Public Health Director, Michele Stephens

TO OCHIN:
1881 S.W. Naito Parkway
Portland, Oregon 97201
Attn: General Counsel

Section 20. **Counterparts.**

Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Section 21. **Authority.**

Each of the individuals executing this Agreement on behalf of ODCHC, OCHIN and County warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient corporate authority to execute this Agreement.

Section 22. **Binding on Successors and Assigns.**

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

Section 23. **Nuclear Free Humboldt County Ordinance Compliance.**

ODCHC and OCHIN certify by their signatures below that they are not Nuclear Weapons Contractors, in that they are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. ODCHC and OCHIN agree to notify County immediately if they become a Nuclear Weapons Contractor as defined above. County may immediately terminate this Agreement, upon notice, if it determines the foregoing certification is false or if ODCHC or OCHIN becomes a Nuclear Weapons Contractor.

Section 24. **Non-Discrimination Compliance.**

A. In connection with the execution of this Agreement, the parties shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local,

state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Each party further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Section 25. **Insurance Requirements.**

A. Without limiting the parties' indemnification obligations provided for herein, each party shall maintain in full force and effect at its own expense: comprehensive or commercial general liability insurance; workers compensation insurance; and comprehensive professional liability insurance. Upon execution of this Agreement, COUNTY shall provide to MEMBER and OCHIN an additional insured endorsement or a blanket endorsement evidencing such insurance.

B. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described in Section 21 above.

OCHIN:
Oregon Community Health Information Network, Inc.
Attention: James Maldonado
1881 SW Naito Parkway
Portland, Oregon 97201

COUNTY:
County of Humboldt
Attention: Risk Management
825 5th Street, Room 131
Eureka, California 95501

ODCHC:
Open Door Community Health Centers
Attention: Koreen Nagle
1275 8th Street
Arcata, California 95521

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

ODCHC:

DocuSigned by:
Tony Starr
Name: Tony Starr
Title: CEO
Date: 1/20/2022

COUNTY:

Virginia Bass
Name: Virginia Bass
Title: Chair of the Board of Supervisors
Date:

OCHIN, INC.:

DocuSigned by:
Sean Whiteley-Ross
Name: Sean Whiteley-Ross
Title: Chief Financial Officer
Date: 1/31/2022

**EXHIBIT A
OCHINLINK
USER ACCESS REQUEST FORM AND AGREEMENT**

To be completed by each physician, mid-level provider or other staff affiliated with County requesting access to OCHIN Link

User Name: _____
Last Name, First Name, Middle Initial

Physician and Mid-Level
Provider Type: _____ State License Number: _____
MD, DO, PA, NP, etc.

Other Care Provider and Staff:

RN, MA, Registration/Reception, other (specify) and department you work in

Name of Employer or Contracting Facility: _____

Mailing Address:

Street, City, State, ZIP Code

User Phone Number: _____ User Email Address: _____

1. Purpose

I, _____ *[insert Professional's Name]* understand that the OCHIN Link username and password will allow me access to health information and I agree to utilize that access only as set forth in this User Access Agreement and the OCHIN Link Data Access Agreement signed by Oregon Community Health Information Network, Inc. ("OCHIN"), Open Door Community Health Centers ("ODCHC") and Humboldt County Public Health ("County"). I agree not to use or disclose any information maintained in OCHIN Link, or the user name and password assigned to me for any purpose other than patient treatment purposes. If there is an access error, or if I otherwise obtain access to the medical record or PHI of any patient that I am not authorized to access, under the terms of the OCHIN Link Data Access Agreement, I agree to immediately notify Compliance Officer at ODCHC and to immediately discontinue access and/or review of all such medical record(s).

2. Privilege

I understand that ODCHC's grant of OCHIN Link connectivity is a privilege granted to me and that ODCHC may terminate this privilege at any time.

3. Application Access, Login and Password

I agree not to share the OCHIN Link application and assigned user name and password with any person or entity. I agree to protect the confidentiality of the assigned user name and password. I agree that it is a violation of the OCHIN Link Data Access Agreement to share or leave unsecured my user name and password. I understand that I may not share my user name and password even with other members of the County or colleagues. I agree to take precautions, including not walking away from a computer with an activated session, to prevent others from utilizing access privileges through an OCHIN Link session I have activated. I agree not to attempt to access PHI using another person's user name or password.

4. Confidentiality

I understand that information accessed through OCHIN Link is confidential. I agree not to copy, download, or disseminate information except as allowed or required by the terms of the OCHIN Link Data Access Agreement or by law. I agree to maintain all information accessed through OCHIN Link in the strictest confidentiality and to safeguard the confidentiality of the information accessed through OCHIN Link in the same manner in which I safeguard other patient care records, or as required by state and federal law, whichever standard is higher. I agree to implement appropriate safeguards to prevent unauthorized use or disclosure of any information accessed through OCHIN Link and to report any unauthorized use or disclosure to County.

5. Change in Circumstance

I agree to notify County immediately upon the occurrence of any of the following: I no longer require access to OCHIN Link to perform work functions, or my employment or relationship with County has been terminated.

6. Term of User Access Agreement.

This User Access Agreement is effective beginning upon signature and will continue thereafter until terminated. In addition to the termination provisions of Section 10 of the OCHIN Link Data Access Agreement, this User Access Agreement and the OCHIN Link Data Access Agreement may be terminated with a 30 day notice.

7. Indemnification

I agree to defend, if requested, indemnify and hold harmless ODCHC, its officers, employees and agents and County, its officers, officials, employees, agents and volunteers from any claims, charges, lawsuits or other actions arising from my performance under the terms of this User Access Agreement and the OCHIN Link Data Access Agreement. This provision shall survive the termination or expiration of this User Access Agreement or the OCHIN Link Data Access Agreement.

I acknowledge that I have read, understand, and agree with the conditions above. Further, I agree to immediately notify County of any conflict with or violation of the above User Access Agreement.

Professional's Signature: _____ Date: _____