



Introduction

The Connect2 Community Network (C2CN) Privacy Framework is designed to maintain the privacy of client data that may be collected, used and shared via the Network.

This document contains the final documents that comprise the C2CN Privacy Framework for the purposes of sharing with organizations that are:

- Starting up Community Information Exchanges, to use as a potential starting point and example
- Proposing, building, and operating the C2CN Unified Network Infrastructure, to use as a privacy requirements document

These documents were approved by the C2CN Advisory Group in March 2023.

The Privacy Framework was co-developed with input and review from: C2CN Legal, Data & Technology workgroup, C2C Network Partner workgroup, a Tribal data sovereignty expert, HealthierHere’s Indigenous Nations Committee, C2CN’s legal counsel specializing in federal, state privacy law, and a Tribal law expert.

Overview



C2C Network Agreements with the Client

Authorization to Use and Share

- Written permission for C2CN to collect, use, and share client information
 - *Client can still receive services if they decline*
- Covers personal and health information
 - *HIPAA does not apply to C2CN*
- May include sensitive information
 - *Only authorized if the client chooses*
 - *Washington law protecting mental health information and federal law protecting SUD information do not apply to C2CN*
- Client can always decline to share any information

Privacy Policy

- Description of how C2CN may collect, use, and share client information
- Applies only to C2CN
 - *Participation Agreement will require Participants to:*
 - *publish a privacy policy*
 - *with at least the same privacy protections*
 - *and at least the same client rights*

C2C Network Agreements among Organizations

Participation Agreement

- Lists responsibilities and obligations:
 - Of C2CN to Partners
 - *Outlines what services will be provided*
 - Of Partners to C2CN
 - *Includes a requirement to publish a Privacy Policy aligned to C2CN*
 - Among Partners
- Embodies C2CN community values

Data Sharing Agreement

- Establishes how data may be collected, used, and shared
- Embodies privacy recommendations of the Legal, Data & Technology Workgroup
- Enforces the Privacy Policy

Business Associate Agreement

- Same role as the Data Use Agreement, plus:*
- Recognizes clinical partners as HIPAA “Covered Entities”
 - Requires C2CN to abide by HIPAA requirements for handling protected health information



Contents

The following are the titles and links to the agreements in this compilation:

- Client Authorization to Share
- Privacy Policy
- Participation Agreement
- Business Associate Agreement
- Data Sharing Agreement

Name: _____ Date of Birth: _____

HealthierHere (“HealthierHere” or “we” or “our”) operates the Connect2 Community Network (the “Network”). Service providers take part in the Network (“Service Providers”). Service Providers include social service, community, government (tribal, state, and local), physical health, and behavioral health organizations.

HealthierHere and the Network’s Service Providers request your written permission to collect, use, and share your personal and health information (“Information”). Being able to share your Information through the Network allows Service Providers to better coordinate your care. This can result in improved access to the care and support you need to be healthy.

Signing this Authorization form is your choice.

If you choose to sign this Authorization form (“Form”), HealthierHere and each Network Service Provider can collect, use, and share your Information with each other and with other organizations to better:

- learn about your needs.
- coordinate your care.
- provide services to you.

Our goal is to protect your privacy. Please review the **Privacy Policy** at www.connect2.org/privacy-policy. It explains what Information gets collected, how your Information is used, shared, and protected, and your rights.

If you do not sign this Form, you will still have access to services. It will not change your treatment, enrollment in or eligibility for benefits, or payment.

What Information do we collect and share?

Information from you and other sources This Form covers, without restriction, all Information shared with the Network by:

- you and your family.
- Service Providers, such as your care team and any other person involved in your care.

Different types of Information Information that may be shared includes, without restriction:

- your name and contact details.
- names and contact details of family or caregivers. This will only happen if you give permission and share their contact information.
- services you get from Service Providers.
- your date of birth, gender, race, ethnicity, tribal affiliation, or tribal enrollment.
- details about your health insurance and any needs you may have, such as income, employment, or housing.
- health care information that may be protected by state, tribal, and federal privacy laws, such as information about your medical providers, health conditions, health needs, and goals.

At the end of this Form, you can choose to give permission (or not) to allow sharing about sensitive topics, such as HIV/AIDS, mental health, and substance use information.

Who will receive my Information?

The Network and Service Providers Your Information will be shared with the Network and the Network's Service Providers. We may add Service Providers to the Network at any time. Our Service Providers are listed at <https://www.connect2.org/about/#service-providers>.

Service Providers that take part in the Network:

- agree to only access and share Information that is needed to serve you.
- are required to protect your Information even if it is no longer protected under applicable privacy laws.

We will only share your tribal affiliation or tribal enrollment with Service Providers approved by the Indigenous Nations Committee.

Other organizations Your Information may be shared by Service Providers with other organizations, as needed, to qualify you for programs and benefits. These can include:

- insurance or managed care companies.
- government agencies.
- utility companies.

Your Information can be shared to respond to a lawful subpoena, warrant, or court order.

Our Network providers Our Network providers will also have access to your Information, but only as needed to run, improve, or repair the Network.

Why will my Information be shared?

To contact or serve you We may use your Information or share it with a Service Provider to:

- contact you.
- help Service Providers provide, coordinate, or refer you to services.
- learn which services you qualify for.

We may share your information with public health to monitor and improve the health of our community.

To improve and help fund the Network Sometimes we may combine your Information with a large number of other people's Information. Combining Information into large groups allows the Information to be studied or used while protecting your privacy. After your Information has been combined, you cannot be identified.

After your Information is combined with others so your privacy is protected, it could be used to:

- evaluate how effective our services are.
- improve our Network or services.
- help others learn from our work.
- help us apply for funding.
- report to organizations that fund our work.

We may continue to use your Information in these ways after your permission has expired, but not if you cancel your permission.

When will this authorization expire?

Expires after 2 years Unless you cancel before, this Form will expire 2 years after the date you sign it.

Cancel at any time You can cancel this Form at any time.

To cancel:

- send notice to the Network Privacy Office by email at PrivacyOfficer@HealthierHere.org or by phone at (206) 413-7655, or
- inform one of your Service Providers.

If you cancel, it will only affect future sharing. It will not affect any Information that has already been shared as described in this Form.

Permission to share sensitive Information

We need your special permission to collect, use, and share Information about certain types of sensitive Information. This Information may be protected by state, tribal, and federal privacy laws.

You have a choice.

- If you give your permission, this sensitive information will only be collected, used, or shared by the Network and the Service Providers as described in this Form.
- If you do not give your permission, you will still have access to services.

I give permission to share testing, diagnosis, and treatment for sexually transmitted disease, including but not limited to HIV/AIDS.

- Yes
 No

I give permission to share mental health diagnosis and treatment Information.

- Yes
 No

I give permission to share alcohol and drug use disorder diagnosis and treatment Information.

- Yes
 No

Signature

By signing below, you agree that:

- You have read this Form or that someone has read it to you.
- You understand the terms of this Form.
- You have had the chance to ask questions.

By signing, you authorize the Network and the Service Providers to collect, use, and share your Information as described in this Form.

Signature: _____ Date: _____

If signed by someone other than the client, please write that person's name and relationship to the client:

Name: _____ Relationship to Client: _____



Connect2 Community Network
1000 Second Ave, Suite 1730, Seattle, WA 98104

<https://www.connect2.org/>
PrivacyOfficer@Connect2.org, (206) 413-7655

Connect2 Community Network Privacy Policy

HealthierHere (“HealthierHere” or “we” or “our”) operates the Connect2 Community Network (the “Network”). Service providers take part in the Network (“Service Providers”). Service Providers include social service, community, government (tribal, state, and local), physical health, and behavioral health organizations.

If you chose to give the Network’s Service Providers written permission to collect, use, and share your personal and health information (“Information”), be sure to review this Privacy Policy. It explains:

- What Information we collect
- How Information is used and shared.
- How we protect your Information.
- Your rights.

If you do not sign an authorization for the use and sharing of information, you will still have access to services.

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What Information we collect

Information about you, your care, and your needs

We may collect:

- your name and contact details.
- names and contact details of family or caregivers. This will only happen if you give permission and share their contact Information.
- services you get from Service Providers.
- your date of birth, gender, race, ethnicity, tribal affiliation, or tribal enrollment.
- details about your health insurance and any needs you may have, such as income, employment, or housing.
- health care Information that may be protected by state, tribal, and federal privacy laws, such as Information about your medical providers, health conditions, health needs, and goals.

How we collect your Information

We may collect Information from:

- You and your family.
- Your Service Providers, such as your care team and any other person involved in your care.

How Information is used and shared

To contact or serve you

We may use your Information or share it with a Service Provider to:

- contact you.
- help Service Providers provide, coordinate, or refer you to services.
- learn which services you qualify for.

We may share your information with public health to monitor and improve the health of our community.

To improve, help
fund, and study our
Network or services

Sometimes we may combine your Information with a large number of other people's Information. Combining Information into large groups allows the Information to be studied or used while protecting your privacy. After your Information has been combined, you cannot be identified.

After your Information is combined with others so your privacy is protected, it could be used to:

- evaluate how effective our services are.
- improve our Network or services.
- help others learn from our work.
- help us apply for funding.
- report to organizations that fund our work.
- share with others to analyze (study) our services.

We may continue to use your Information in these ways after your permission has expired, but not if you cancel your permission.

How we protect your Information

Our privacy practices

It is our practice to:

- follow all state, tribal, and federal security requirements for protecting health Information.
- protect the privacy of Information that we collect.
- protect your Information from loss or misuse.

Service Providers that take part in the Network:

- agree to only access and share Information that is needed to serve you.
- are required to protect your Information even if it is no longer protected under applicable privacy laws.

We will not:

- Use your Information to market products or services to you.
- Share your Information with law enforcement without a lawful subpoena, warrant, or court order.
- Sell your Information.

Technology risks

Our goal is to protect your privacy. No technology can guarantee complete security of any Information that it collects, stores, or shares.

- No security measure is foolproof.
- No method of data storage or transmission can be guaranteed against unauthorized access, interception, or misuse.

We may not be able to prevent the use or misuse of your Information by other people or entities if they obtain your Information by:

- unauthorized access, interception, or misuse.
- in violation of our signed agreements.

In case of a breach

If there is access to your Information that is not allowed under this Privacy Policy (a breach), we or your Service Provider will contact you.

Your rights

Review and manage your Information

You have rights when it comes to your Information.

- **You can ask to be contacted in a way that protects your privacy.** This can include being called at a certain number or sent mail at a different address.
- **You can get a copy of the Information we have about you.** Ask one of your Service Providers for a copy.
- **You can ask to have your Information corrected.** Ask one of your Service Providers to correct any Information that is wrong or incomplete.
- **You can ask to see who has accessed your Information.** Ask one of your Service Providers for a list.

Get a copy of this notice

You can get a copy of this Policy at any time.

- You can view or print a copy at www.connect2.org/privacy-policy.
- You can ask one of your Service Providers for a paper copy.

Voice your concerns You can voice your concerns if you feel we violated your rights. We will not retaliate against you. To voice your concerns, contact HealthierHere by email at Concerns@HealthierHere.org or by mail at P.O. Box 99115, Seattle, WA 98139.

You can view a copy of our anti-harassment, whistleblower, anti-discrimination, and anti-bias policies at www.connect2.org/code-of-conduct.

Changes and updates to this Policy

This Policy is effective as of March 22, 2023. Please review it from time to time to check for updates at www.connect2.org/privacy-policy.

- From time to time, we may change this Policy to address new issues or changes to our practices.
- We may add Service Providers to the Network at any time. Our Service Providers are listed at www.connect2.org/about/#service-providers.

Questions?

Please contact our Privacy Officer by email at Privacy.Officer@HealthierHere.org or by phone at (206) 413-7655 if you have any questions or concerns about this policy.



Community Information Exchange Participation Agreement

This Community Information Exchange Participation Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) by and between HealthierHere, operator of the Connect2 Community Network (the “Network”), a Washington limited liability company, and the “Participant” named at the signature page. Network and Participant are each referred to herein as a “Party” and collectively the “Parties.”

Recitals

1. Network operates an electronic community information exchange known as the Connect2 Community Network (“CIE”), which provides services designed to help members of the general public (“Clients”) connect with community resources to assist in obtaining medical care, including mental health and behavioral health services; housing, food, and other community services; government benefits; and other services;
2. Participant is a health care provider or other entity that desires to improve the coordination of health care or other services for Clients; and
3. Participant desires to participate in the CIE to coordinate the services that are provided to the Clients.

Agreement

1.0 Introduction.

1.1. Role of the Network. The CIE operated by the Network allows Participants to refer Clients to community resources and access Shared Data on the CIE for the Permitted Use. The Network will only permit Participants that have entered into a Participation Agreement on terms and conditions substantially similar to those stated herein to access the CIE.

1.2. Participant Policies and Procedures. From time to time, the Network may adopt, amend, repeal, and replace policies and procedures that pertain to use of the CIE and Shared Data (“Policies and Procedures”). Participant shall comply with all Policies and Procedures. The Policies and Procedures will provide guidance to Participant on such topics as security measures required to protect Shared Data, notifying the Network in the event the Participant experience a Security Incident, referral acceptance/rejection response times and outcome reporting requirements, among other things. The Policies and Procedures may be posted on the Network website. The Network may modify, amend, or

Connect2 Community Network Participation Agreement Version 1.0

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replace the Policies and Procedures, in its reasonable discretion, from time to time, and the change or modification shall be deemed effective and binding upon Participant on the date they are posted to the Network's website. Modifications to the Policies and Procedures that materially change Participant's obligations, liability, or ability to participate in the CIE shall require the prior approval of the Network's governance body (the "Advisory Group"). Participant may terminate this Agreement upon the adoption of such modified Policies and Procedures as provided below for early termination. Modifications to the Policies and Procedures that are required by Applicable Law shall not be deemed a material change and Participant shall comply with all such Policies and Procedures.

2.0 Term and Termination.

2.1. Term. The "Initial Term" of this Agreement shall commence on the Effective Date and shall continue for three (3) years, after which the Agreement shall automatically renew for successive three (3) year terms (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless either Party notifies the other in writing of its intent not to renew not less than thirty (30) days prior the end of the current Initial Term or Renewal Term.

2.2. Right of Termination. Either Party may terminate this Agreement (i) without cause with sixty (60) days' prior written notice to the other Party; (ii) in the event the other Party fails to cure a material breach of this Agreement, to be effective within thirty (30) days of receipt of notice specifically describing the breach; or (iii) upon written notice to the other Party in the event of the other Party's bankruptcy or insolvency, or the proper commencement of proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, by or against such other Party, or in the event that such other Party is dissolved or liquidated.

2.3. Automatic Termination. This Agreement shall automatically terminate upon the termination of the Business Associate Agreement or Data Sharing Agreement, as applicable, between the parties.

2.4. Effect of Termination. Participant's access to the CIE shall cease immediately upon termination of this Agreement, and Participant will not be permitted to access, submit data to, or retrieve Shared Data under this Agreement. Participant's duties and obligations to protect the privacy and security of any Client Information and/or Shared Data maintained by Participant shall survive the termination of this Agreement. All Client Information entered into Shared Data by Participant up through the date of termination will continue to be used and maintained by the Network and the CIE following termination in accordance with this Agreement.

3.0 Participation in CIE.

3.1. Use of CIE by Participant. The Network hereby grants to the Participant a fully paid-up, non-exclusive, non-transferable, revocable, royalty-free right to: (i) access the CIE solely for the Permitted Use; and (ii) view, download, and use the Shared Data made available to Participant through the CIE, or by delivery through an integration with another software application as may be mutually agreed by Network and Participant, solely for the Permitted Use, in accordance with the terms of this Agreement. Participant will use, and shall ensure that Authorized Users use, the CIE in accordance with this Agreement. Except as expressly set forth in this Agreement, the Network retains all right, title and

interest in and to the CIE, and all intellectual property rights therein. The Network reserves all rights not expressly granted to Participant under this Agreement.

3.2. Use and Disclosure of Client Information by the Network. Participant acknowledges and agrees that the Network may use and disclose Client Information provided by Participant to the CIE for purposes of: (i) providing access to the CIE and Shared Data to the Participants; (ii) providing related support services to Participants; (iii) the Network's proper management and administration; (iv) as required by Applicable Law; and (v) as otherwise permitted under this Agreement or, as applicable, the Data Sharing Agreement or Business Associate Agreement between the Network and Participant. In addition, the Network may de-identify and aggregate Client Information provided by Participants and use and disclose such de-identified and aggregated Client Information to administer, facilitate, and improve the CIE, and to develop and provide additional or new services.

3.3. Maintenance of Data. Participant shall use commercially reasonable efforts to ensure the accuracy, currency, and completeness of all data that Participant provides to the CIE, including but not limited to the resources available to Clients, other information about the Participant, and all Client Information, and shall promptly correct or update such data if Participant discovers the data is incorrect, incomplete or has changed.

3.4. Client Authorization. Participant is responsible for: (i) accurately obtaining and maintaining documentation of all Authorizations to disclose Client Information to the Network and other Participants; (ii) protecting Client Information in its control from unlawful use or disclosure, or from use or disclosure in violation of Network Policies and Procedures; (iii) accurately obtaining and maintaining documentation of revocation of Authorization to disclose Client Information by a Client; (iv) notifying the Network immediately of any changes or restrictions on a Client's Authorization, including revocation by the Client; (v) notifying the Network immediately of a Security Incident; and (vi) compliance with Applicable Law. Participant shall not disclose Client Information to the Network, CIE, and other Participants, or permit the CIE, the Network, and other Participants to access Client Information unless Participant is permitted or required to disclose Client Information under Applicable Law. Participant will promptly provide the Network with an electronic copy of each Client's Authorization prior to uploading or disclosing the Client Information to the CIE. Participant shall immediately notify the Network if its Client revokes Authorization to share Client Information or if Participant has agreed to a restriction on the disclosure of Client Information. Participant warrants and represents that the Client's Authorization will conform to the requirements of Federal and State law.

3.5. Scope of Participation. Participant shall not use or disclose, or permit others to use or disclose Client Information, or access Shared Data for any purpose other than the Permitted Use. Participant shall not sell, view, access, use, download or disclose Client Information retrieved from Shared Data, except to the extent necessary in connection with the Permitted Use. Participant shall not provide access to Shared Data or to Client Information via or obtained from Shared Data to third parties who are not Participants of CIE or use or disclose Client Information in connection with any marketing, fundraising, or other activity that is outside the Permitted Use.

3.6. Feedback. Participant hereby assigns to the Network, and shall cause Participant's employees, contractors, and agents to assign, all right, title, and interest in all comments, questions, suggestions, or the like related to the CIE ("Feedback"), and the Network is free to use, without any attribution or

compensation to Participant or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although the Network is not required to use any Feedback.

4.0 Participant's Use of the CIE.

4.1. Minimum Necessary Use of Client Information. Whether Client Information is obtained through Shared Data, or directly from the Network, CIE, or one of the other Participants, Participant shall implement safeguards to limit the information accessed, retrieved, or requested to the minimum necessary to deliver and obtain payment for the services provided to the Client, for referral or for other lawful purposes consistent with Applicable Law.

4.2. Authorized Users. Participant shall train its Authorized Users on the proper use of Client Information and the means and methods for protecting Client Information from disclosure before allowing such Authorized User to access the CIE or Shared Data. In addition, Participant shall implement and train its Authorized Users on network privacy, including Health Insurance Portability and Accountability Act of 1996 ("HIPAA") awareness training, and cultural competence on a regular basis, not less than annually.

4.3. Connection to CIE. Participant, at Participant's sole cost and expense, will use commercially reasonable efforts to obtain and maintain a secure internet connection to the CIE or Shared Data via the CIE with an internet browser and computer equipment and software that meets or exceeds the minimum configuration and security requirements and specifications recommended by the Network. The Network may upgrade or adopt new or different specifications for connecting to the CIE or Shared Data from time to time and will notify Participant of any material changes to its specifications not less than thirty (30) days in advance if feasible. The Network shall not be liable for any lack of connectivity or loss in functionality in the event Participant utilizes hardware or software or an internet browser that does not meet the Network's recommended specifications.

4.4. Participant Security Requirements. Participant shall, at its sole cost and expense, implement, maintain, and update as needed, internal security systems, specifications and monitoring procedures to ensure that its computer servers, software, and internet connections meet or exceed the security standards and specifications established by the Network, and Applicable Law and regularly monitor its systems and Personnel to protect the privacy and security of Client Information in compliance with this Agreement and Applicable Laws.

4.5. Participant's Limited Use of Shared Data, Documentation. Participant shall not (and it shall not permit others) to: (i) interfere with or disrupt the CIE and Shared Data; (ii) sell, assign, license, sublicense or otherwise provide access to Shared Data or documentation related to Shared Data to anyone other than those employees, agents or contractors who have a need to know the Shared Data; (iii) use or disclose Shared Data or its documentation, or Client Information for commercial purposes; (iv) by reverse engineering or by other process, create or attempt to create, or recreate Shared Data; (v) copy, modify, or distribute any portion of Shared Data or any documentation related to Shared Data or Client Information other than for the Permitted Use; (vi) transfer or assign any of its rights hereunder; (vii) create any derivative works based on Shared Data or its documentation; or (viii) export, re-export, divert or transfer Shared Data or its documentation outside the United States.

4.6. Participant Resource Profile. Participant shall continuously maintain up-to-date information that accurately describes the programs and services offered by the Participant to Clients, eligibility requirements for such programs and contact information for processing referral requests submitted to Participant by the Network, other Participants, or Clients through the CIE.

4.7. Referral Requests. As the CIE facilitator, the Network may refer Clients to Participant (“Referral Request”). In the event a Client is referred to Participant by the Network or another Participant, Participant shall promptly respond to a Referral Request in the manner and within the timeframe specified by the Network in the Policies and Procedures.

5.0 Services and Administration.

5.1. CIE Operations. The Network will: (i) operate the CIE, and the Shared Data contained therein, including a resource directory of services offered by Participant and Client Information, and facilitate the electronic storage, use and sharing of Client Information and Shared Data with other Participants; (ii) provide user support for the CIE to Participant and its Authorized User(s) via a helpdesk; and (iii) comply with Applicable Law. The Network may contract with subcontractors to maintain and upgrade the CIE from time to time, operate the CIE, and provide support services for the CIE, among other things. In each such case, the Network will require its subcontractors to: (i) maintain the confidentiality of all Client Information and other Information that Participant provides through the CIE; (ii) implement commercially reasonable security measures to protect the Client Information from unlawful use or disclosure; and (iii) require its contractors, employees, and agents to comply with Applicable Laws.

5.2. Support Services. The Network, either directly or through a subcontractor, will provide reasonable support services to assist Participant in configuring its access to the CIE. Support will be available on the dates and at the times as identified in Policies and Procedures. The Network may change the level of support, and its availability or cost, from time to time, provided, however, Participant shall be notified of any material changes not less than thirty (30) days in advance.

5.3. Shared Data Records. The Network will maintain records of the dates, times and the Client Information accessed by Participant and Authorized Users for the period of time required by Applicable Law. Within thirty days of a written request from Participant, the Network may provide Participant a copy of such records.

5.4. Security of Client Information. The Network shall establish, implement, and maintain commercially reasonable security measures to ensure the privacy and security of Client Information while at rest in the CIE and during its transmittal to and from Participants.

5.5. Disaster Recovery. The Network will establish, implement, and update a disaster recovery plan which addresses the retrieval of lost, or corrupted Client Information in the event of Force Majeure, or a Security Incident. Notwithstanding the foregoing, the Network shall not be liable, under any theory, for lost, corrupted, irretrievable, inaccurate, or incomplete Client Data, Shared Data, or any other data.

6.0 WARRANTY DISCLAIMER; RELEASE OF LIABILITY.

6.1. WARRANTY DISCLAIMER. THE NETWORK IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR THE CONTENT, USE, OR DISCLOSURE OF CLIENT INFORMATION OR SHARED DATA COLLECTED, STORED, ACCESSED, RETRIEVED OR TRANSMITTED TO OR FROM THE PARTICIPANTS. PARTICIPANT ACKNOWLEDGES THAT THE CLIENT INFORMATION VIEWED OR ACCESSED THROUGH SHARED DATA IS EITHER SELF REPORTED BY THE CLIENT OR COMES FROM ONE OF THE PARTICIPANTS AND THAT SUCH CLIENT INFORMATION MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. PARTICIPANT AND ITS AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR CONFIRMING THE COMPLETENESS, ACCURACY AND TIMEFRAME OF ALL CLIENT INFORMATION RETRIEVED FROM SHARED DATA, AND FOR THE USE, DISCLOSURE, OR OMISSION OF SUCH CLIENT INFORMATION IN CONNECTION WITH A CLIENT'S CARE OR COORDINATION OF CARE AND RELATED SERVICES. NETWORK SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF THE PARTICIPANTS.

NETWORK DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OUTSIDE OF THIS AGREEMENT OF ANY PERSON, WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND NETWORK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CIE. PARTICIPANT AGREES THAT NETWORK HAS MADE NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT NO FUTURE AGREEMENT, REPRESENTATION OR WARRANTY OF NETWORK WITH REGARD TO INFORMATION AND SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE EFFECTIVE UNLESS EXPRESSLY STATED IN AN AMENDMENT TO THIS AGREEMENT. NO STATEMENT OR DESCRIPTION INCLUDED IN ANY ATTACHMENT, GUIDANCE, AMENDMENT, ADDENDUM OR OTHER DOCUMENTATION PUBLISHED BY NETWORK FOR ANY PURPOSE SUBJECT TO OR INCLUDED UNDER THIS AGREEMENT SHALL BE DEEMED AN AMENDMENT OF THIS PROVISION UNLESS IT EXPRESSLY STATES THAT IT IS INTENDED AS SUCH AN AMENDMENT.

PARTICIPANT'S USE OF THE CIE IS INTENDED FOR REFERENCE AND DECISION SUPPORT PURPOSES ONLY AND DO NOT REPRESENT NETWORK'S RECOMMENDATIONS. PARTICIPANT ACKNOWLEDGES THAT THE CIE IS NOT DESIGNED OR INTENDED FOR USE IN ANY ENVIRONMENT IN WHICH THE UNAVAILABILITY OF CIE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE SHARED DATA ARE NOT INTENDED TO BE STATEMENTS OF FACT OR TRUTH. NETWORK ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF THE SHARED DATA, NOR THE SHARED DATA'S COMPLIANCE WITH LEGAL REQUIREMENTS OR STANDARD.

THE CIE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. PARTICIPANT ACKNOWLEDGES AND AGREES THAT NETWORK AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE SHARED DATA, WEB SITES, COMPUTERS, OR NETWORKS. NETWORK WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES

6.2. SHARED DATA. ACCESS TO SHARED DATA, SHARED DATA ITSELF, AND THE DATA VIEWED OR RETRIEVED THEREFROM IS PROVIDED BY THE NETWORK "AS IS" AND "AS AVAILABLE." THE NETWORK

DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND AS THEY MAY PERTAIN TO THE FUNCTIONALITY OF SHARED DATA OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE DATA INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PARTICIPANT ALSO ACKNOWLEDGES AND AGREES THAT THE CIE AND SHARED DATA ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE OF PERSONS BY NETWORK. THE CIE AND SHARED DATA ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS, OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE WITHOUT THE SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER.

6.3. RELEASE OF LIABILITY. PARTICIPANT IS SOLELY RESPONSIBLE FOR AND HEREBY RELEASES THE NETWORK, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF AND FROM ALL LIABILITY ARISING OUT OF ANY AND ALL ACTS OR OMISSIONS, TAKEN OR MADE BY PARTICIPANT, IN RELIANCE ON SHARED DATA, THE CIE, CLIENT INFORMATION, DISCLOSURE OF CLIENT INFORMATION, OR THE FAILURE OF ONE OR MORE OF THE PARTICIPANTS TO OBTAIN A CLIENT'S AUTHORIZATION TO DISCLOSE A CLIENT'S DATA TO THE NETWORK AND OTHER PARTICIPANTS WHEN REQUIRED TO DO SO UNDER THIS AGREEMENT OR APPLICABLE LAW.

6.4. LIMITATION OF LIABILITY. EXCLUDING CLAIMS FOR INDEMNITY, AND NOT WITHSTANDING ANYTHING TO THE CONTRARY STATED ELSEWHERE IN THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE NETWORK TO PARTICIPANT, REGARDLESS OF THEORY OF LIABILITY OR CHARACTERIZATION OF DAMAGES, SHALL BE LIMITED TO AN AMOUNT THAT IS EQUAL TO ONE-HALF THE ANNUAL AGGREGATE PARTICIPATION FEES OR FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), WHICHEVER IS LESS. IN NO EVENT SHALL NETWORK OR ITS PARENT, SUBSIDIARY, AFFILIATE, LICENSOR OR SUPPLIER, BE LIABLE TO PARTICIPANT FOR ANY INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING PUNITIVE OR MULTIPLE DAMAGES, OR ANY FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, EQUIPMENT DOWNTIME, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF REVENUE OR PROFIT SUFFERED BY PARTICIPANT FOR ANY REASON, WHETHER FORESEEABLE OR NOT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL NETWORK BE RESPONSIBLE FOR ANY PENALTIES, DAMAGES OR OTHER LOSSES INCURRED BY PARTICIPANT AS THE RESULT OF ANY EVENT, OCCURRENCE OR FAILURE TO PERFORM BY NETWORK WHICH WAS CAUSED BY PARTICIPANT'S OR AN AUTHORIZED USER'S FAILURE TO COMPLY WITH AN OBLIGATION UNDER ANY APPLICABLE REQUIREMENT OF THIS AGREEMENT OR WITH ANY LAW OR REGULATION. IN ADDITION, PARTICIPANT AGREES TO RELEASE AND COVENANTS NOT TO SUE ANY AND ALL OTHER USERS OR PARTICIPANTS, PROVIDED THAT SUCH OTHER PARTY HAS SIMILARLY COVENANTED, FROM AND FOR ANY AND ALL CLAIMS THAT MAY ARISE OUT OF OR WHICH ARE IN ANY WAY CONNECTED TO PARTICIPANT'S OR SUCH OTHER PARTICIPANTS' OR SUCH OTHER USERS' NON-RECKLESS, NON-NEGLIGENT, AND NON-INTENTIONAL USE OF THE CIE OR SHARED DATA.

7.0 INDEMNIFICATION.

7.1. INDEMNIFICATION. Each Party ("Indemnifying Party") will indemnify, hold harmless and defend the other Party and its directors, officers, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and other expenses arising directly out of a third party claim ("Claim") against an Indemnified Party to the extent caused by (a) any negligent, willful or

reckless act or omission of the Indemnifying Party in the performance of its obligations under this Agreement; (b) the Indemnifying Party's violation of Applicable Law; or (c) any material breach of this Agreement on the part of the Indemnifying Party under this Agreement. The foregoing indemnification obligations are contingent upon the Indemnified Party promptly notifying the indemnifying Party in writing of such claim, loss, liability, etc. and permitting the indemnifying Party sole authority to control the defense or settlement of such claim and providing such indemnifying Party reasonable assistance (at such indemnifying Party's sole expense) in connection therewith. Notwithstanding the foregoing, the Indemnifying Party shall not, without the written consent of an Indemnified Party as part of any settlement or compromise (i) admit to liability on the part of the Indemnified Party; (ii) agree to an injunction against the Indemnified Party; or (iii) settle any matter in a manner that separately apportions fault to the Indemnified Party.

8.0 Insurance.

8.1. Participant's Insurance. Unless otherwise agreed or set forth in Policies and Procedures, Participant, at its sole cost and expense, shall obtain and keep in force, an insurance policy or policies, or self-insure in an amount sufficient to cover any liability of Participant under this Agreement, Applicable Law or other act or omission giving rise to a claim for indemnity. Such policies shall provide general liability, professional liability, and cyber risk insurance coverage.

8.2. The Network Insurance. The Network shall obtain and keep in force, at all times during the Term of this Agreement, insurance covering the Network's activities as contemplated by this Agreement, including, but not limited, general liability, professional liability, and cyber risk insurance. The Network shall provide Participant with a certificate of coverage within ten (10) business days of a written request therefore.

9.0 Definitions.

"Applicable Law" means all laws which govern the subject matter of this Agreement, including without limitation all federal, tribal, state, and local laws which govern the privacy and security of personally identifiable information under State Law and protected health information under both State and Federal Laws and Regulations.

"Authorization" refers to the written authorization using the template authorization form provided by the Network satisfying the requirements of 45 CFR Section 164.508 or other Applicable Law that requires a patient's express written permission for the disclosure of health or other information. Notwithstanding the foregoing, Participant shall only disclose drug or alcohol use information created by a substance use disorder program subject to 42 CFR Part 2 if the Network provides Participant with written notice that such information may be disclosed to the CIE.

"Authorized User" means an individual designated by a Participant to access and use the CIE, including without limitation an employee or Business Associate of the Participant. Participant is responsible and liable for any violation of this Agreement by an Authorized User.

"Client" means an individual receiving health care, mental health care, behavioral health services, community services, or government benefits from one (1) or more Participants, or referral services from

the Network, whose information will be shared pursuant to this Agreement with other Participants. Client does not mean or include those clients whose information is not entered into Shared Data.

“Client Information” means identifiable information relating to a Client, including without limitation, personally identifiable information and Protected Health Information, and may include the Client’s name, address and contact information, demographic information, community services needs, health conditions, the history of delivered services, care team members, and other information relevant to the provision of services to a Client.

“Security Incident” means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an electronic information system containing Client Information, and shall include an incident that is a “security incident” under 45 CFR §164.304 or a “breach of unsecured PHI” under 45 CFR §164.402. A “Security Incident” does not include pings and other broadcast attacks on the CIE’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Client Information.

“Participants” means the individuals or entities, including Participant, that have entered into a Participation Agreement with the Network. References to Participants include their employees, agents, contractors, and Authorized Users if and to the extent such individual accesses the CIE, Shared Data, or Client Information.

“Permitted Use” means the submitting, viewing, accessing, using, disclosing and exchanging, and retrieving Client Information to and from the CIE solely for the purpose of providing treatment, payment, and/or healthcare operations, as defined by 45 CFR §164.501, public health activities, as set forth under 45 CFR §164.512(b), the determination of eligibility for government or other benefits, or care coordination of a Client including referral and government program enrollment assistance, as permitted by Applicable Law and the Client’s Authorization.

“Shared Data” means information that is collected and stored by the Network and shared by the Network with Participants, including but not limited to:

- (i) A directory of resources offered by Participants and other agencies, businesses, and community organizations to help meet Client needs;
- (ii) Client Information that may be provided by the Client or that has been collected by Participant or other Participants and, with the Client’s Authorization, is shared on the Network;
- (iii) With the Client’s Authorization, a record of the services that were sought by the Client or requested for the Client along with the services actually delivered; and
- (iv) With the Client’s Authorization, a listing of members of the care team for the Client, comprising individuals and organizations that are providing health and community services to the Client, and other information.

10.0 General Provisions.

10.1. No Exclusion. The Parties each warrant and represent that neither they nor any of their Related Parties have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7) or have been excluded from government contracts by the General Services Administration. A Party will provide the other immediate notice in the event either is excluded from government contracts or placed on the sanctions list.

10.2. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be changed so as to best accomplish the objectives of the Parties within the limits of applicable law, provided, however, if that is not possible or feasible, such provision will be severed from this Agreement to the extent of such determination without affecting the validity or enforceability of such remaining provisions.

10.3. Governing Laws. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Washington. The parties waive any objections and agree to the venue and personal jurisdiction of the courts of the State of Washington and the federal courts situated in King County over any action arising out of or relating to this Agreement.

10.4. Force Majeure. No Party shall be liable to the other for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control, including, without limitation, any mechanical, electronic, or internet communications failure, terrorist acts, cyber terrorism, or malicious mischief.

10.5. Notices. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted by this Agreement will be in writing and shall be deemed to have been duly given, made and received on the date when delivered to the other Party at the address stated below the signature line when actually delivered by a nationally recognized courier service, or on the third business day following the day when deposited in the United States mail, certified, postage prepaid, return receipt requested. A Party may change its address for Notice, at any time, by giving Notice of such change as provided herein.

10.6. Independent Contractors; No Third Party Beneficiaries. The Network and Participant are independent contractors, and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint ventures. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Nothing in this Agreement is intended to confer upon any third party any rights, remedies, or obligations.

10.7. Modifications. Except as specifically provided herein, no modification to the terms of this Agreement or its Attachments shall be valid, unless in writing and signed by the Parties hereto.

10.8. Complete Agreement. The terms of this Agreement and its Attachments and Exhibits collectively represent the entire understanding between the Parties and supersede all previous agreements, whether oral or in writing. The Attachments and/or Exhibits attached to this Agreement are fully incorporated and made a part of this Agreement by this reference as if fully stated herein.

10.9. Survival. Notwithstanding termination of this Agreement, those provisions which by their meaning are intended to survive termination, including, or in addition to the following provisions of this Agreement relating to the following matters, shall survive termination in accordance with their terms: (Indemnification), (Representations and Warranties; Limitations), (Liability Limitations), (Survival), (Definitions) and (General Provisions). Termination of this Agreement by a Party shall not relieve the other Party hereto from any liability that at the time of termination already accrued to the other Party or which thereafter may accrue in respect of any act or omission of such Party prior to termination or any continuing obligation imposed by applicable law.

10.10. Authorized Agent Signature. By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of attachments and exhibits, and that he or she is either (a) the Participant or, (b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement.

10.11. Rules of Interpretation. If, and to the extent there is a conflict between the definition given a term by this Participation Agreement and the Data Use Agreement, Business Associate Agreement, or other attachment, the definition stated in the Data Use Agreement, Business Associate Agreement or attachment shall govern.

10.12. Counterpart Signatures and Facsimile Signatures. This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution and delivery of this Agreement.

Signatures:

For [Legal entity TBD], doing business as the Connect2 Community Network

Signature

Date

Printed Name and Title

Address for notice:

For _____ (Participant)

Signature

Date

Printed Name and Title

Address for notice:



Community Information Exchange Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into by and between HealthierHere, operator of the Connect2 Community Network (the “Network”), and the “Participant” named at the signature page, each a “Party” and collectively the “Parties”. This Agreement shall be effective on the date last signed below, as indicated at the signature page, or the effective date of the Community Information Exchange Participation Agreement (“Participation Agreement”) entered into by the Parties, whichever effective date is earlier.

RECITALS

WHEREAS, pursuant to the Participation Agreement, the Network will provide Participant with access to the Connect2 Community Network (“CIE”) and the Parties will receive, use, and disclose Client Information, including Protected Health Information (“PHI”), as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) in connection with the CIE pursuant to written Authorizations from the Clients; and

WHEREAS, Participant is subject to the Administrative Simplification requirements of HIPAA, and regulations promulgated thereunder; and

WHEREAS, HIPAA requires Participant, in its role as a Covered Entity under HIPAA, to enter into a contract with Network, in its role as a Business Associate under HIPAA, in order to mandate certain protections for the privacy and security of PHI, and those regulations prohibit the Disclosure or Use of PHI by or to Network if such a contract is not in place; and

WHEREAS, the Network and Participant agree to safeguard all Client Information received, used, and disclosed in connection with the CIE in compliance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 Compliance with Privacy Laws.

1.1. Parties Mutual Obligation to Comply with Privacy Laws. When accessing, using, or disclosing Client Information, each Party shall observe and comply with the duties and obligations of the Privacy Laws applicable to such Party.

Connect2 Community Network Business Associate Agreement Version 1.0

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1.2. Effect of this Agreement. This Agreement amends, supplements, and is made a part of the Participation Agreement between the Network and Participant. To the extent the terms and conditions of the Participation Agreement are inconsistent or conflict with the terms of this Agreement, this Agreement shall govern.

2.0 Use and Disclosure of Client Information.

2.1. Permitted Uses and Disclosures: Except as otherwise limited in this Agreement, Parties may Use and Disclose Client Information to perform functions, activities, or services for, or on behalf of, Participant as permitted or required by the Participation Agreement or this Agreement, provided such use or disclosure would not violate applicable Privacy Laws, or as required by applicable law.

2.2. Management and Administration. The Network may Use Client Information to properly manage and administer the Network's business and carry out the Network's legal responsibilities. Network may Disclose Client Information for the proper management and administration of Network or to carry out the legal responsibilities of Network if the Disclosure is required by law, or Network obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purpose of which it was Disclosed, and the person notifies Network of any instances of which it is aware where confidentiality of the information has been breached.

2.3. Data Aggregation. The Network may aggregate and use Client Information in such a way that individual Clients cannot be identified: (i) in order to evaluate effectiveness of the CIE or service delivery, evaluate community needs and gaps in service, or improve the Network's products and services, if such aggregated Client Information is used only by the Network or disclosed only to Participant or the Network's subcontractors; (ii) to obtain funding in support of service delivery or other CIE activities if aggregated Client Information is disclosed only to the funding organization within the terms of an agreement that it not be redisclosed; (iii) to report to funding organizations as required by the terms of the agreement under which funding was provided and within terms that it not be redisclosed; or (iv) to help other organizations providing similar services to the CIE learn from our work, and only when approved by the Advisory Group.

2.4. Disclosure for Public Health Activities. The Network may use and disclose Client Information for Public Health Activities if disclosure for a given Public Health Activity has been approved by the Advisory Group or as required by applicable law.

2.5. Data Aggregation for Research. The Network may use and disclose aggregated Client Information for Research purposes of if: (i) the Research has been approved by the Advisory Group; (ii) the Client has provided written Authorization to participate in the Research; and (iii) if aggregated Client Information is disclosed under the terms and limitations specified in that written Authorization.

2.6. Minimum Necessary. Parties shall use or disclose only the minimum necessary amount of Client Information to accomplish the intended purpose of such use or disclosure.

3.0 Obligations of the Parties.

3.1. Nondisclosure. Parties shall not use, access, or disclose Client Information other than as permitted or required by the Participation Agreement or this Agreement, provided such use, access, or disclosure would not violate applicable law.

3.2. Safeguards. Parties shall adopt, implement, and update administrative, physical, and technological safeguards that reasonably and appropriately protect the privacy, integrity, and security of Client Information and to comply with the applicable standards of the Privacy Laws and other standards established and specified by the Network in the Network's policies and procedures. The Network and the Participant shall have the mutual right to review such privacy and security policies and procedures of the other Party, from time to time, upon not less than five (5) business days' notice to the Party.

3.3. Report Unauthorized Use or Disclosures. Participant shall report to the Network any use or disclosure of Client Information not provided for by the Participation Agreement or this Agreement that is not otherwise required by Law. The Network shall report to Participant any use or disclosure of Client Information of Participant not provided for by the Participation Agreement or this Agreement, whether identified by the Network or reported by one of the other participants of the CIE to the Network, including but not limited to a Breach of Unsecured PHI or Security Incident, as set forth in Section 6.

3.4. Subcontractors. Each Party will take reasonable steps to ensure those of its subcontractors (and their employees or agents) that collect, receive, maintain, or transmit Client Information on behalf of the Party agree to substantially the same restrictions, conditions, and requirements, including but not limited to the requirements for reporting any Security Incidents as apply to such Party herein.

3.5. Client Access to Client Information. The Network shall make all Client Information of Participant stored by the Network in a Designated Record Set available to Participant within ten (10) days of a written request by the Participant to permit the Participant to satisfy a request by Client for access to a copy of Client Information of Participant under 45 CFR 164.524. In the event that the Network directly receives a request to access Client Information provided to the CIE by Participant, Network shall forward such request to Participant.

3.6. Amendment of Client Information. Within ten (10) days of receiving a request from Participant, make Client Information stored by the Network on behalf of Participant in a Designated Record Set available to Participant for the purpose of amendment and incorporate such amendments into the Client Information in accordance with 45 CFR 164.526. In the event that the Network directly receives a request for amendment of Client Information provided to the CIE by Participant, Network shall forward such request to Participant.

3.7. Accounting to Individual of Disclosures. The Network shall maintain, and within twenty (20) days of a written request from Participant, provide an accounting of disclosures of Client Information of Participant maintained in the CIE in accordance with 45 CFR 164.528. In the event that the Network directly receives a request for an accounting of disclosures of Client Information provided to the CIE by Participant, the Network shall forward such request to Participant.

3.8. Compliance Audit. The Network and each Participant shall make internal policies and procedures of the Network's and Participant's use and disclosure of Client Information available to the other Party upon request for purposes of determining compliance with this Agreement or to investigate any Security Incident. In addition, Network agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI on behalf of Participant available to the Secretary of the federal Department of Health and Human Services for purposes of determining Participant's compliance with HIPAA.

3.9. Marketing or Sale of Client Information. Parties shall not directly or indirectly receive remuneration from a third party in exchange for any Client Information. For the avoidance of doubt, this prohibition shall not apply to the fees paid by the Participant for services provided by the Network under the Participation Agreement.

3.10. Export of Client Information. Parties, their agents, and Subcontractors, shall not perform any services that require the export of Client Information outside the United States of America.

3.11. Notice and Opportunity to Oppose Disclosure. In the event Participant is required by law to disclose Client Information pursuant to a court order or other legal proceeding or investigation, the Participant shall promptly notify the Network of such requirement so as to afford the Network sufficient time to take appropriate action to oppose the disclosure in the Network's sole discretion.

3.12. Compliance with Participant Obligations. To the extent Network carries out Participant's obligations under HIPAA, Network shall comply with the requirements of such regulations that apply to Participant in the performance of such obligations.

3.13. Privacy Policy. The Network maintains and publishes, on its web site and/or through other means, a Privacy Policy that describes the Client Information that may be collected, stored, used, and shared on the CIE, the obligation of the Network to protect Client Information, how Client Information may be used, and Client rights regarding Client Information.

3.14. Notice of Privacy Practices. Participant must develop and publish a Notice of Privacy Practices that meets, at a minimum, the same restrictions on use and Client rights as set forth in the Network's Privacy Policy. The Network may update its Privacy Policy from time to time, and Participant agrees to make updates to its Notice of Privacy Practices as necessary to comply with the Privacy Policy. Participant shall notify Network of any limitation(s) in the Notice of Privacy Practices of Participant under 45 CFR 164.520, to the extent that such limitation may affect Network's use or disclosure of protected health information.

4.0 Obligations of Participant.

4.1. Client Authorization. Participant will not disclose or provide to the Network or its Subcontractors any Client Information without written Authorization by the applicable Client.

4.2. Disclosure of Health Information. Participant will only disclose or provide to the Network or its Subcontractors physical health, mental health, or behavioral health information, including substance use

treatment information, about a Client if such disclosure or provision is in furtherance of the Permitted Use, as defined in the Participation Agreement, and only with written Authorization of the Client.

4.3. Identification of Health Information. If Participant discloses or provides to the Network physical health, mental health, or behavioral health information about a Client with written Authorization by the client, the Participant agrees to properly identify the information as health information.

4.4. Obtaining Client Authorization. Participant will verify, through Client Information provided by the Network, that written Authorization has been obtained and has not expired or been revoked or, in the event Authorization has not been obtained or has expired or been revoked, shall obtain or renew written Authorization from the Client prior to sharing Client Information with the Network and provide an electronic copy of the Authorization to the Network.

4.5. Restriction on Use or Disclosure. Participant will immediately notify the Network of any restriction on the use or disclosure of Client Information requested by a Client and agreed to by the Partner to the extent that such restriction may affect the Network's (or that of its Subcontractor) use or disclosure of Client Information.

4.6. Revocation of Authorization. Participant will immediately notify the Network of a Client request to revoke the Client's written Authorization to use or disclose Client Information, and shall obtain written documentation of the Client's request to revoke Authorization and provide an electronic copy of the request to the Network.

5.0 Obligations of the Network.

5.1. Client Authorization. The Network will contractually prohibit other Participants from disclosing a Client's Client Information to the CIE if they have not obtained a written, unrevoked Authorization by the Client.

5.2. Communicating Authorization. The Network will maintain electronic copies of a Client's written Authorization, and electronic copies of written documentation of a Client's request to revoke Authorization, if any, that have been provided to Network as part of Client Information so that Participant can verify that a current, unrevoked Authorization has been obtained prior to disclosing or providing Client Information to the Network.

6.0 Security Incident.

6.1. Security Incidents. Participant shall provide prompt notice to the Network of any Security Incident, but no later than five (5) business days after Participant becomes aware of a Security Incident, affecting Client Information. The Network shall likewise provide prompt notice to Participant of any Security Incident discovered by the Network in connection with the CIE that affects the Participant's Client Information. A Party shall be deemed to be aware of a Security Incident as of the first day on which such Security Incident is actually known or reasonably should have been known by any of its officers, employees, agents, or subcontractors. A "Security Incident" does not include pings and other broadcast attacks on the CIE's firewall, port scans, unsuccessful log-on attempts, denials of service and

any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Client Information.

6.2. Investigation and Corrective Action. The Parties will cooperate with each other in good faith in the investigation of the Security Incident. Parties will promptly take such steps as are reasonable to mitigate any harmful effects of such Security Incident. The Party responsible for the Security Incident will notify the other Party, no later than twenty (20) days after discovery of the Security Incident of: (i) the identity of each individual whose Client Information was accessed, acquired, used, or disclosed as a result of the Security Incident; and (ii) actions taken by each Party to mitigate any harmful effect of such Security Incident; (iii) the corrective action such Party has taken or shall take to prevent future similar Security Incidents; and (iv) any other action required by Applicable Laws pertaining to the Security Incident. Participant acknowledges and agrees that the Network is permitted, in its sole discretion, to notify other participants of the CIE whose Client Information is, or may be, affected by a Security Incident.

7.0 Term and Termination.

7.1. Term. The Term of this Agreement shall commence on the Effective Date and terminate on upon the termination of the Participation Agreement.

7.2. Termination for Cause. Either Party may terminate this Agreement (and the Participation Agreement) immediately upon Notice for "Cause." "Cause" shall mean and refer to a Party's failure to cure a material breach of this Agreement within thirty (30) days of notice of such breach.

7.3. Return of PHI Upon Termination. Upon termination of this Agreement, Network shall return or destroy all PHI received from, or created or received by Network on behalf of, Participant that Network still maintains in any form and retain no copies of such PHI. If return or destruction of PHI is not feasible, Network agrees to continue to extend the protections of this Agreement to such information, and limit further use of Participant's PHI to those purposes that make the return or destruction of such PHI infeasible. The Parties acknowledge and agree that it would be infeasible for Network to return or destroy PHI that Participant has disclosed to Network for purposes of the CIE under Participation Agreement.

7.4. Survival. The obligations of Network under this Section 7 shall survive the termination of this Agreement.

8.0 Compliance with 42 CFR Part 2 Requirements.

In the event that Network is also considered to be a Qualified Service Organization under the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records found at 42 C.F.R. Part 2 ("Part 2"), with access to Client Information that Participant has identified to Network in writing as protected by Part 2 and for which Network has agreed in writing to receive, Network agrees to the following:

8.1. In receiving, storing, processing, or otherwise dealing with any Client Information protected by Part 2 from Participant, Network is fully bound by the provisions of Part 2; and

8.2. If necessary, Network will resist in judicial proceedings any efforts to obtain access to such Client Information covered by Part 2 unless such access is expressly permitted under Part 2.

9.0 Definitions.

9.1. Definition of Capitalized Terms. Unless otherwise defined in this Agreement, capitalized terms shall have the meaning set forth in the Privacy Laws and the Agreement.

9.2. Rules of Interpretation. If, and to the extent there is a conflict between the definition given a term by this Agreement and the Participation Agreement or other attachment, the definition stated in this Agreement shall govern.

“Client Information” means personally identifiable information relating to a Client that Participant has provided to, or accessed from, the CIE, including without limitation, Protected Health Information, and may include identifying information such as name, address and contact information, demographic information, community services needs, health conditions, and other information relevant to the provision of services.

“Public Health Activities” means public health activities and purposes as defined in HIPAA (45 CFR 164.512(b)).

“Privacy Laws” means and refers to the laws applicable to the Parties’ use and disclosure of Client Information, which may include HIPAA, the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and Subparts A, C, D and E of Part 164,, the Health Information Technology for Economic and Clinical Health Act of 2009 Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (February 17, 2009), and the Washington State Uniform Health Care information Act, RCW 70.02 et seq.

“Research” means scholarly analytic and evaluation activities conducted by an organization that may not be the Network or one of the Participants, with the intent of making results available to the community at large to increase the stock of knowledge and allow other organizations to learn from the Network efforts and improve their own initiatives.

10.0 Miscellaneous Provisions.

10.1. Contradictory Terms; Construction of Terms. Any capitalized term or provision of the Participation Agreement that contradicts one or more terms and conditions of this Agreement, including the definition of a Capitalized Term, shall be superseded by the definitions and term and conditions set forth in this Agreement.

10.2. Modification. This Agreement shall be amended from time to time as is necessary in order for a Party to comply with the requirements of the Privacy Laws and/or Network Policy and Procedures. All amendments must be in writing and executed by both Parties to be effective.

10.3. Interpretation. This Agreement represents the Parties' entire understanding and supersedes any and all prior agreements between the Parties whether written or oral, as they may pertain to the subject matter of this Agreement. Any ambiguity in this Agreement shall be interpreted to permit or require compliance with the Privacy Laws and published Network Privacy Policy. The terms and conditions stated in this Agreement shall control over any conflicting or varying terms and conditions in the Participation Agreement.

10.4. Survival. Those obligations of a Party which by their meaning are intended to survive termination, including, but not limited to the obligations to protect the privacy and security of Client Information from unlawful disclosure or disclosure in violation of the published Network Privacy Policy, shall continue in effect.

10.5. Notices. Any notice required of any Party shall be in writing and shall be sent by first class U.S. Mail or overnight carrier, return receipt requested, and delivered to the address provided by such Party below, or to such change of address as a Party may specify by Notice.

10.6. Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof) provision contained in this Agreement is determined to by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, the provision shall be interpreted in a manner so as to enforce it to the fullest extent permitted by law.

10.7. Debarment, Suspension. Participant certifies that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal or state regulation.

10.8. Attorneys Fees. Each party shall bear its own costs in connection with any legal action or proceeding brought to enforce, enjoin, or interpret this Agreement or the rights and obligations of a Party hereto.

10.9. Jurisdiction/Venue. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Washington. The parties waive any objections and agree to the venue and personal jurisdiction of the courts of the State of Washington and the federal courts situated in King County over any action arising out of or relating to this Agreement.

10.10. Authorized Agent Signature. By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of attachments and exhibits, and that he or she is either (a) the Participant or, (b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement.

10.11. Counterpart Signatures and Facsimile Signatures. This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution and delivery of this Agreement.

Signatures:

For [Legal entity TBD], doing business as the Connect2 Community Network

Signature

Date

Printed Name and Title

For _____ (Participant)

Signature

Date

Printed Name and Title



Community Information Exchange Data Sharing Agreement

This Data Sharing Agreement (“Agreement”) is entered into by and between HealthierHere, operator of the Connect2 Community Network (the “Network”), and the “Participant” named at the signature page, each a “Party” and collectively the “Parties”. This Agreement shall be effective on the date last signed below, as indicated at the signature page, or the effective date of the Community Information Exchange Participation Agreement (“Participation Agreement”) entered into by the Parties, whichever effective date is earlier.

RECITALS

WHEREAS, pursuant to the Participation Agreement, the Network will provide Participant with access to the Connect2 Community Network (“CIE”) and the Parties will receive, use, and disclose Client Information, including Protected Health Information (“PHI”), as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) in connection with the CIE pursuant to written Authorizations from the Clients; and

WHEREAS, the Network and Participant agree to safeguard all Client Information received, used, and disclosed in connection with the CIE in compliance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 Compliance with Privacy Laws.

1.1. Parties Mutual Obligation to Comply with Privacy Laws. When accessing, using, or disclosing Client Information, each Party shall observe and comply with the duties and obligations of the Privacy Laws applicable to such Party.

1.2. Effect of this Agreement. This Agreement amends, supplements, and is made a part of the Participation Agreement between the Network and Participant. To the extent the terms and conditions of the Participation Agreement are inconsistent or conflict with the terms of this Agreement, this Agreement shall govern.

Connect2 Community Network Data Sharing Agreement Version 1.0

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2.0 Use and Disclosure of Client Information.

2.1. Permitted Uses and Disclosures: Parties may use or disclose Client Information only to the extent permitted by the Participation Agreement or this Agreement, provided such use or disclosure would not violate applicable Privacy Laws.

2.2. Management and Administration. The Network may use and disclose Client Information to properly manage and administer the Network's business and carry out the Network's legal responsibilities.

2.3. Data Aggregation. The Network may aggregate and use Client Information in such a way that individual Clients cannot be identified: (i) in order to evaluate effectiveness of the CIE or service delivery, evaluate community needs and gaps in service, or improve the Network's products and services, if such aggregated Client Information is used only by the Network or disclosed only to Participant or the Network's subcontractors; (ii) to obtain funding in support of service delivery or other CIE activities if aggregated Client Information is disclosed only to the funding organization within the terms of an agreement that it not be redisclosed; (iii) to report to funding organizations as required by the terms of the agreement under which funding was provided and within terms that it not be redisclosed; or (iv) to help other organizations providing similar services to the CIE learn from our work, and only when approved by the Advisory Group.

2.4. Disclosure for Public Health Activities. The Network may use and disclose Client Information for Public Health Activities if disclosure for a given Public Health Activity has been approved by the Advisory Group or as required by applicable law.

2.5. Data Aggregation for Research. The Network may use and disclose aggregated Client Information for Research purposes of if: (i) the Research has been approved by the Advisory Group; (ii) the Client has provided written Authorization to participate in the Research; and (iii) if aggregated Client Information is disclosed under the terms and limitations specified in that written Authorization.

2.6. Minimum Necessary. Parties shall use or disclose only the minimum necessary amount of Client Information to accomplish the intended purpose of such use or disclosure.

3.0 Obligations of the Parties.

3.1. Nondisclosure. Parties shall not use, access, or disclose Client Information other than as permitted or required by the Participation Agreement or this Agreement, provided such use, access, or disclosure would not violate applicable law.

3.2. Safeguards. Parties shall adopt, implement, and update administrative, physical, and technological safeguards that reasonably and appropriately protect the privacy, integrity, and security of Client Information and to comply with the applicable standards of the Privacy Laws and other standards established and specified by the Network in the Network's policies and procedures. The Network and the Participant shall have the mutual right to review such privacy and security policies and procedures of the other Party, from time to time, upon not less than five (5) business days' notice to the Party.

3.3. Report Unauthorized Use or Disclosures. Participant shall report to the Network any use or disclosure of Client Information not provided for by the Participation Agreement or this Agreement that is not otherwise required by Law. The Network shall report to Participant any use or disclosure of Client Information of Participant not provided for by the Participation Agreement or this Agreement, whether identified by the Network or reported by one of the other participants of the CIE to the Network.

3.4. Subcontractors. Each Party will take reasonable steps to ensure those of its subcontractors (and their employees or agents) that collect, receive, maintain, or transmit Client Information on behalf of the Party agree to substantially the same restrictions, conditions, and requirements, including but not limited to the requirements for reporting any Security Incidents as apply to such Party herein.

3.5. Client Access to Client Information. The Network shall make all Client Information stored by the Network available to Participant within ten (10) days of a written request by the Participant to permit the Participant to satisfy a request by Client for access to a copy of Client Information. In the event that the Network directly receives a request to access Client Information provided to the CIE by Participant, Network shall forward such request to Participant.

3.6. Accounting to Individual of Disclosures. The Network shall maintain, and within twenty (20) days of a written request from Participant, provide an accounting of disclosures of Client Information maintained in the CIE. In the event that the Network directly receives a request for an accounting of disclosures of Client Information provided to the CIE by Participant, the Network shall forward such request to Participant.

3.7. Compliance Audit. The Network and each Participant shall make internal policies and procedures of the Network's and Participant's use and disclosure of Client Information available to the other Party upon request for purposes of determining compliance with this Agreement or to investigate any Security Incident.

3.8. Marketing or Sale of Client Information. Parties shall not directly or indirectly receive remuneration from a third party in exchange for any Client Information. For the avoidance of doubt, this prohibition shall not apply to the fees paid by the Participant for services provided by the Network under the Participation Agreement.

3.9. Export of Client Information. Parties, their agents, and Subcontractors, shall not perform any services that require the export of Client Information outside the United States of America.

3.10. Notice and Opportunity to Oppose Disclosure. In the event Participant is required by law to disclose Client Information pursuant to a court order or other legal proceeding or investigation, the Participant shall promptly notify the Network of such requirement so as to afford the Network sufficient time to take appropriate action to oppose the disclosure in the Network's sole discretion.

4.0 Obligations of Participant.

4.1. Client Authorization. Participant will not disclose or provide to the Network or its Subcontractors any Client Information without written Authorization by the applicable Client.

4.2. Disclosure of Health Information. Participant will only disclose or provide to the Network or its Subcontractors physical health, mental health, or behavioral health information, including substance use treatment information, about a Client if such disclosure or provision is in furtherance of the Permitted Use, as defined in the Participation Agreement, and only with written Authorization of the Client.

4.3. Identification of Health Information. If Participant discloses or provides to the Network physical health, mental health, or behavioral health information about a Client with written Authorization by the client, the Participant agrees to properly identify the information as health information.

4.4. Obtaining Client Authorization. Participant will verify, through Client Information provided by the Network, that written Authorization has been obtained and has not expired or been revoked or, in the event Authorization has not been obtained or has expired or been revoked, shall obtain or renew written Authorization from the Client prior to sharing Client Information with the Network and provide an electronic copy of the Authorization to the Network.

4.5. Restriction on Use or Disclosure. Participant will immediately notify the Network of any restriction on the use or disclosure of Client Information requested by a Client and agreed to by the Partner to the extent that such restriction may affect the Network's (or that of its Subcontractor) use or disclosure of Client Information.

4.6. Revocation of Authorization. Participant will immediately notify the Network of a Client request to revoke the Client's written Authorization to use or disclose Client Information, and shall obtain written documentation of the Client's request to revoke Authorization and provide an electronic copy of the request to the Network.

4.7. Privacy Policy. The Network maintains and publishes, on its web site and/or through other means, a Privacy Policy that describes the Client Information that may be collected, stored, used, and shared on the CIE, the obligation of the Network to protect Client Information, how Client Information may be used, and Client rights regarding Client Information. Participant must develop and publish a privacy policy that meets, at a minimum, the same restrictions on use and Client rights. The Network may update its Privacy Policy from time to time, and Participant agrees to make updates to its privacy policy as necessary to comply with the Privacy Policy.

5.0 Obligations of the Network.

5.1. Client Authorization. The Network will contractually prohibit other Participants from disclosing a Client's Client Information to the CIE if they have not obtained a written, unrevoked Authorization by the Client.

5.2. Communicating Authorization. The Network will maintain electronic copies of a Client's written Authorization, and electronic copies of the written documentation of a Client's request to revoke Authorization, if any, that have been provided to the Network as part of Client Information so that Participant can verify that a current, unrevoked Authorization has been obtained prior to disclosing or providing Client Information to the Network.

6.0 Security Incident.

6.1. Security Incidents. Participant shall provide prompt notice to the Network of any Security Incident, but no later than five (5) business days after Participant becomes aware of a Security Incident, affecting Client Information. The Network shall likewise provide prompt notice to Participant of any Security Incident discovered by the Network in connection with the CIE that affects the Participant's Client Information. A Party shall be deemed to be aware of a Security Incident as of the first day on which such Security Incident is actually known or reasonably should have been known by any of its officers, employees, agents, or subcontractors. A "Security Incident" does not include pings and other broadcast attacks on the CIE's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Client Information.

6.2. Investigation and Corrective Action. The Parties will cooperate with each other in good faith in the investigation of the Security Incident. Parties will promptly take such steps as are reasonable to mitigate any harmful effects of such Security Incident. The Party responsible for the Security Incident will notify the other Party, no later than twenty (20) days after discovery of the Security Incident of: (i) the identity of each individual whose Client Information was accessed, acquired, used, or disclosed as a result of the Security Incident; and (ii) actions taken by each Party to mitigate any harmful effect of such Security Incident; (iii) the corrective action such Party has taken or shall take to prevent future similar Security Incidents; and (iv) any other action required by Applicable Laws pertaining to the Security Incident. Participant acknowledges and agrees that the Network is permitted, in its sole discretion, to notify other participants of the CIE whose Client Information is, or may be, affected by a Security Incident.

7.0 Term and Termination.

7.1. Term. The Term of this Agreement shall commence on the Effective Date and terminate on upon the termination of the Participation Agreement.

7.2. Termination for Cause. Either Party may terminate this Agreement (and the Participation Agreement) immediately upon Notice for "Cause." "Cause" shall mean and refer to a Party's failure to cure a material breach of this Agreement within thirty (30) days of notice of such breach.

8.0 Definitions.

8.1. Definition of Capitalized Terms. Unless otherwise defined in this Agreement, capitalized terms shall have the meaning set forth in the Privacy Laws and the Agreement.

8.2. Rules of Interpretation. If, and to the extent there is a conflict between the definition given a term by this Agreement and the Participation Agreement or other attachment, the definition stated in this Agreement shall govern.

"Client Information" means personally identifiable information relating to a Client that Participant has provided to, or accessed from, the CIE, including without limitation, Protected Health Information, and may include identifying information such as name, address and contact information, demographic

information, community services needs, health conditions, and other information relevant to the provision of services.

“Privacy Laws” means and refers to the laws applicable to the Parties’ use and disclosure of Client Information, which may include the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and Subparts A, C, D and E of Part 164, the “HIPAA Regulations”), the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”) Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (February 17, 2009), and the Washington State Uniform Health Care information Act, RCW 70.02 et seq.

“Protected Health Information” means any information, whether oral or recorded in any form or medium, including electronic Protected Healthcare Information: (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 or 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 at 45 CFR §160.103.

“Public Health Activities” means public health activities and purposes as defined in HIPAA (45 CFR 164.512(b)).

“Research” means scholarly analytic and evaluation activities conducted by an organization that may not be the Network or one of the Participants, with the intent of making results available to the community at large to increase the stock of knowledge and allow other organizations to learn from the Network efforts and improve their own initiatives.

“Security Incident” means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an electronic information system containing Client Information and shall include an incident that is a “security incident” under 45 CFR §164.304 or a “breach of unsecured PHI” under 45 CFR §164.402. A “Security Incident” does not include pings and other broadcast attacks on the CIE’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Client Information.

“Subcontractor” means a contractor to the Network or the Participant that performs services related to the function of, or participation in, the CIE.

9.0 Miscellaneous Provisions.

9.1. Contradictory Terms; Construction of Terms. Any capitalized term or provision of the Participation Agreement that contradicts one or more terms and conditions of this Agreement, including the definition of a Capitalized Term, shall be superseded by the definitions and term and conditions set forth in this Agreement.

9.2. Modification. This Agreement shall be amended from time to time as is necessary in order for a Party to comply with the requirements of the Privacy Laws and/or Network Policy and Procedures. All amendments must be in writing and executed by both Parties to be effective.

9.3. Interpretation. This Agreement represents the Parties' entire understanding and supersedes any and all prior agreements between the Parties whether written or oral, as they may pertain to the subject matter of this Agreement. Any ambiguity in this Agreement shall be interpreted to permit or require compliance with the Privacy Laws and published Network Privacy Policy. The terms and conditions stated in this Agreement shall control over any conflicting or varying terms and conditions in the Participation Agreement.

9.4. Survival. Those obligations of a Party which by their meaning are intended to survive termination, including, but not limited to the obligations to protect the privacy and security of Client Information from unlawful disclosure or disclosure in violation of the published Network Privacy Policy, shall continue in effect.

9.5. Notices. Any notice required of any Party shall be in writing and shall be sent by first class U.S. Mail or overnight carrier, return receipt requested, and delivered to the address provided by such Party below, or to such change of address as a Party may specify by Notice.

9.6. Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof) provision contained in this Agreement is determined to by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, the provision shall be interpreted in a manner so as to enforce it to the fullest extent permitted by law.

9.7. Debarment, Suspension. Participant certifies that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal or state regulation.

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9.10. Authorized Agent Signature. By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of attachments and exhibits, and that he or she is either (a) the Participant or, (b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement.

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Signatures:

For [Legal entity TBD], doing business as the Connect2 Community Network

Signature Date

Printed Name and Title

For _____ (Participant)

Signature Date

Printed Name and Title