



# Policy Manual

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Olympic Community of Health - *Olympic Connect*

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## Olympic Community of Health *Olympic Connect* – Introduction

*Olympic Connect*, a Community Care Hub of Washington, is a unified network of partners working to connect people across Clallam, Jefferson, and Kitsap counties to services and resources that address social needs. *Olympic Connect* is a service provided by Olympic Community of Health in collaboration with local health-serving partners.

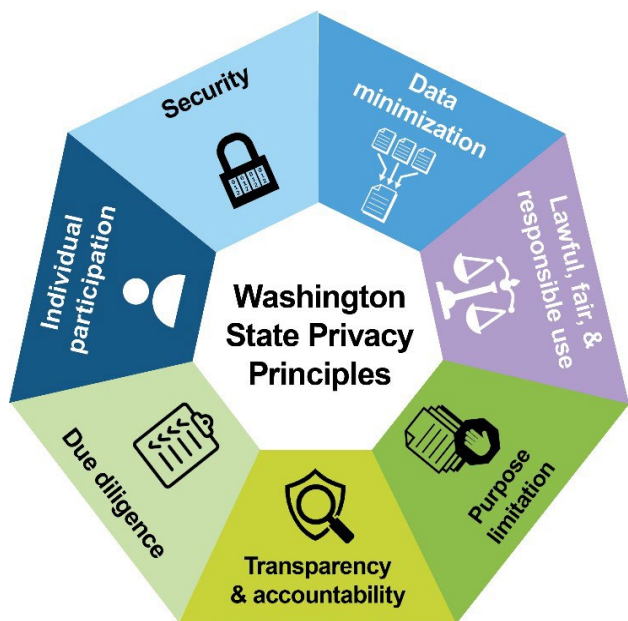
This policy manual is a reference guide for clients and network partners, sharing a framework that ensures high quality care, effective systems, clear expectations, and positivity. This transparency encourages participation and trust in *Olympic Connect*.

If you have any questions, please reach out to our team at [Connect@OlympicCH.org](mailto:Connect@OlympicCH.org).

## Olympic Community of Health - *Olympic Connect* Washington State Agency Privacy Principles

*Olympic Connect* is committed to clients and network partners. *Olympic Connect* ensures this by following the *Washington State Agency Privacy Principles* which emphasize the minimization of data use and retention, collecting, and retaining only information necessary for specified, lawful purposes.

# Washington State Agency Privacy Principles



## Purpose Statement

The government performs a variety of functions that require personal information. Public agencies have an obligation to handle personal information about Washington residents responsibly and in a fair and transparent way. The purpose of this document is to articulate fundamental privacy principles to guide agency practices and establish public trust. See RCW 43.105.369(3)(c).

PRINCIPLE	IMPLEMENTATION
<p><b>Lawful, fair, &amp; responsible use</b></p> <p>Collection, use and disclosure is:</p> <ul style="list-style-type: none"> <li>• Based on legal authority;</li> <li>• Not deceptive;</li> <li>• Not discriminatory or harmful; and</li> <li>• Relevant and reasonably necessary for legitimate purposes.</li> </ul>	<p>Only collect, use, and disclose information with appropriate legal authority.</p> <p>Collect, use, and disclose information fairly, meaning at a minimum that processing is not deceptive or unduly harmful.</p> <p>Collect, use, and disclose information responsibly and ethically. This includes taking steps to ensure information gathered is accurate and correcting information that is not.</p> <p>Collecting, using and disclosing information in a lawful, fair and responsible way includes considering stricter standards when handling information about vulnerable populations and persons at risk. It also includes using stricter standards for particularly sensitive information. Potential impacts should be evaluated holistically. Information that does not appear especially sensitive on its own can become highly sensitive when combined with other available information. It can also become highly sensitive when viewed in context, which may require considering cultural, geographic, religious or political circumstances.</p>

PRINCIPLE	IMPLEMENTATION
<p><b>Data minimization</b></p> <p>The minimum amount of information is collected, used, or disclosed to accomplish the stated purpose for collecting the information.</p>	<p>Collect only the minimum amount of information needed to accomplish a specific purpose. Minimize data use and disclosure by only allowing access to the minimum amount of information by the minimum number of people or organizations to accomplish a specific purpose. This includes utilizing de-identified or anonymous information when possible. Retain information only for the length of time that is necessary for its original purpose and applicable retention requirements.</p>
<p><b>Purpose limitation</b></p> <p>The reasons for gathering information are identified before it is collected. Use and disclosure is limited to what is reasonably necessary in relation to the specific reasons the information was collected.</p>	<p>Specifically state the reasons for collecting information. Unless a person provides consent, the information should not be used or disclosed for purposes that are not reasonably necessary to, or compatible with, the original purpose for collecting the information. Examples of compatible purposes include public archiving, research, or disclosures required by law.</p>
<p><b>Transparency &amp; accountability</b></p> <p>Transparency means being open and transparent about what personal information is collected, for what purposes, and who it is shared with under what circumstances. Accountability means being responsible and answerable for following data privacy laws and principles.</p>	<p>Provide notice that is clear, honest and open about what information is collected, how it is used, and who it is shared with. When information is inappropriately used or disclosed, give timely notice to affected individuals. Ensure accountability for adherence to these principles, any applicable privacy laws, and the public's expectations for the appropriate use of personal information. Accountability includes creating and maintaining policies and other records to demonstrate compliance and appropriate information handling. It also includes processes for monitoring or auditing, receiving and responding to complaints, and redress for harmed individuals.</p>

PRINCIPLE	IMPLEMENTATION
<p><b>Due diligence</b> Taking reasonable steps and exercising care before and after entering into an agreement or arrangement with a third party that includes sharing personal information.</p>	<p>Exercise due diligence when sharing information with third parties. Appropriate due diligence will vary based on the circumstances, but may include:</p> <ul style="list-style-type: none"> <li>• Ensuring authority for the recipient to receive the information.</li> <li>• Evaluating whether sharing is consistent with the original purpose of collecting the information.</li> <li>• Requiring the third party to adhere to the same data use and security standards as the agency, including agency policies, these principles and applicable privacy laws.</li> <li>• Verifying and monitoring the third party's security and privacy practices.</li> </ul>
<p><b>Individual participation</b> Give people control of their information when possible.</p>	<p>Involve people in the collection and management of their personal information whenever practicable and consistent with the government functions being performed. Individual participation may include accessible processes to:</p> <ul style="list-style-type: none"> <li>• Provide, revoke or manage consent.</li> <li>• Opt-out or restrict collection or use.</li> <li>• Access information.</li> <li>• Request corrections to inaccurate information.</li> <li>• Learn who information has been shared with.</li> <li>• Timely response to requests for information.</li> </ul>
<p><b>Security</b> Appropriate administrative, technical and physical security practices to protect the confidentiality, integrity, availability and control of personal information.</p>	<p>Establish, implement and maintain reasonable security controls. Cybersecurity and non- technical controls must be appropriate to the amount and type of personal information being protected. Determining which security practices are reasonable includes considering what technology is available, the cost of implementation and assessment of risk.</p>

## Olympic Community of Health *Olympic Connect* – Privacy Policy

Olympic Community of Health (“Olympic Community of Health” or “we” or “our”) operates *Olympic Connect* in collaboration with local health-serving partners (“Service Providers”). Service Providers include social service, community, government (tribal, state, and local) physical health, and behavioral health organizations. The “Service Providers” talked about in this policy are any service organizations that have signed agreements with Olympic Community of Health.

**If you choose to give Olympic Community of Health and Service Providers written permission to collect, use, and share your personal 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.**

### 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 coverage and any needs you may have, such as income, employment, transportation, housing, access to health care, etc.
- 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, care coordinator(s), 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 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 and programs are.
- Improve our services.
- Help others learn from our work.
- Help us to 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 if 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 have signed agreements with Olympic Community of Health:

- 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 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 to 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 online.
- You can ask one of your Service Providers for a paper copy.
- You can email Olympic Community of Health at [Connect@OlympicCH.org](mailto:Connect@OlympicCH.org) and request to be mailed a paper copy or receive an electronic copy via email.

### 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 Olympic Community of Health by email at [Connect@OlympicCH.org](mailto:Connect@OlympicCH.org) or by mail at PO Box 641, Port Townsend, WA 98368.

### Changes and updates to this Policy

This policy is effective as of August 1, 2024. Please review it from time to time to check for updates.

- From time to time, we may change this Policy to address new issues or changes to our practices.
- We may add contracted Service Providers at any time. Our current Service Providers are listed at <https://www.olympicch.org/our-partners>.

### Questions?

Please contact us by email at [Connect@OlympicCH.org](mailto:Connect@OlympicCH.org) if you have any questions or concerns about this policy.

## Olympic Community of Health *Olympic Connect* – Consent for Services

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

*Olympic Connect*, a Community Care Hub of Washington, is a unified network of partners working to connect people across Clallam, Jefferson, and Kitsap counties to services and resources that address social needs. *Olympic Connect* is a service provided by Olympic Community of Health in collaboration with local health-serving partners (“Service Providers”).

***Olympic Connect* requests your written permission to provide services to you.** If you choose to sign this form, *Olympic Connect* can provide services to you, and can collect and use your personal and health information (“Information”) to help provide those services.

### What Information do we collect and use?

#### Information from you and other sources

This form covers, without restriction, all Information shared with us by:

- You
- 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 collected and used 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 receive 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.

## 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.
- You agree to receive services from *Olympic Connect* 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: \_\_\_\_\_

## Olympic Community of Health *Olympic Connect* – Authorization for Sharing Information

*Olympic Connect*, a service provided by Olympic Community of Health, provides a way for network partners (“Service Providers”) to share information to coordinate your care. Service Providers include social service, community, government (tribal, state, and local), physical health, and behavioral health organizations.

**Olympic Community of Health and the Service Providers request your written permission to share your Information.** Being able to share your Information allows Olympic Community of Health and Service Providers to better coordinate your care. This can result in improved access to the care and support you need and prioritize.

**If you choose to sign this form**, Olympic Community of Health and each Service Provider can share your Information with each other and with other organizations and Tribes to better:

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

Our goal is to protect your privacy. Please review the ***Olympic Connect Privacy Policy*** at <https://tinyurl.com/nff9e9dy>. The Privacy Policy explains what Information gets collected, how your Information is used, shared, and protected, and your rights.

### Who will receive my Information if I sign?

#### **Service Providers**

Your Information will be shared with Service Providers. Service Providers may be changed at any time. Our current Service Providers are listed at <https://www.olympicch.org/our-partners>.

Service Providers:

- 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.

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

### **Other organizations and Tribes**

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

- Insurance or managed care organizations.
- Government agencies and Tribes.
- Utility companies.

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

### **Our technology providers**

Our technology providers will also have access to your Information, but only as needed to run, improve, or repair the technology we use to protect and share your Information.

## **Why will my Information be shared?**

### **To contact or serve you**

We may share your information 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 our work

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 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 by informing 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 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 shared by us and Service Providers as described in this authorization form.
- If you do not give your permission, you will still have access to services.

**I give permission to share health diagnosis and treatment information.**



- 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

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

- 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.
- You authorize Olympic Community of Health and Service Providers to 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: \_\_\_\_\_

## Community Information Exchange Participation Agreement

This Community Information Exchange Participation Agreement (“Agreement”) by and between Olympic Community of Health and the “Participant” named at the signature page. Olympic Community of Health and Participant are each referred to herein as a “Party” and collectively the “Parties.” Once executed, this Agreement shall be effective as of the date of mutual execution (the “Effective Date”).

### Recitals

A. WHEREAS, Olympic Community of Health operates an electronic Community Information Exchange (“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;

B. WHEREAS, Participant is a health care provider or other entity that desires to improve the coordination of health care or other services for Clients;

C. WHEREAS, Participant desires to participate in the CIE to coordinate the services that are provided to the Clients; and

D. WHEREAS, As part of the Participant’s ability to participate in the CIE, the Participant will also enter into agreements concerning OCH’s Policies and Procedures (as defined below), a Community Information Exchange Data Sharing Agreement (“Data Use Agreement”), and a Business Associate 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 Definitions.

1.1. “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.

1.2. “Authorization” refers to the written authorization using the template authorization form provided by Olympic Community of Health 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 Olympic Community of Health provides Participant with written notice that such information may be disclosed

to the CIE.

1.3. “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.

1.4. “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 CIE, 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.

1.5. “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.

1.6. “Participants” means the individuals or entities, including Participant, that have entered into a Participation Agreement with Olympic Community of Health. 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.

1.7. “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.

1.8 “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.

1.9. “Shared Data” means information that is collected and stored by the CIE and shared by the CIE 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 CIE;
- (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.

## 2.0 Introduction.

2.1. Role of the CIE. The CIE operated by Olympic Community of Health allows Participants to refer Clients to community resources and access Shared Data on the CIE for the Permitted Use. Olympic Community of Health 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.

2.2. Participant Policies and Procedures. From time to time, Olympic Community of Health 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 Olympic Community of Health 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 Olympic Community of Health website. Olympic Community of Health may modify, amend, or replace the Policies and Procedures, in its sole 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 Olympic Community of Health's website or provided to the Participant. 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 modification to the Policies and Procedures.

## 3.0 Term and Termination.

3.1. 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 any Renewal Term.

3.2. 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.

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

3.4. 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 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 Olympic Community of Health and the CIE following termination in accordance with this Agreement.

## 4.0 Participation in CIE.

4.1. Use of CIE by Participant. Olympic Community of Health 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 Olympic Community of Health 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, Olympic Community of Health retains all rights, title and interest in and to the CIE, and all intellectual property rights therein. Olympic Community of Health reserves all rights not expressly granted to Participant under this Agreement.

4.2. Use and Disclosure of Client Information by the CIE. Participant acknowledges and agrees that Olympic Community of Health 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 in CIE; (ii) providing related support services to Participants; (iii) the CIE'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 Olympic Community of Health and Participant. In addition, Olympic Community of Health 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.

4.3. 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.

4.4. Client Authorization. Participant is responsible for: (i) accurately obtaining and maintaining documentation of all Authorizations to disclose Client Information to the CIE and other Participants; (ii) protecting Client Information in its control from unlawful use or disclosure, or from use or disclosure in violation of CIE Policies and Procedures; (iii) accurately obtaining and maintaining documentation of revocation of Authorization to disclose Client Information by a Client; (iv) providing to the CIE immediately any changes or restrictions on a Client's Authorization, including revocation by the Client; (v) notifying Olympic Community of Health immediately of a Security Incident; and (vi) compliance with Applicable Law. Participant shall not disclose Client Information to Olympic Community of Health, the CIE, and other Participants, unless Participant is permitted or required to disclose Client Information under Applicable Law. Further, Participant shall not permit the CIE, Olympic Community of Health, 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 CIE with an electronic copy of each Client's Authorization prior to uploading or disclosing the Client Information to the CIE. Participant shall immediately provide to the CIE notification 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.

4.5. 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.

4.6. Feedback. Participant hereby assigns to Olympic Community of Health, 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 Olympic Community of Health 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. Olympic Community of Health is not required to use any Feedback.

## 5.0 Participant's Use of the CIE.

5.1. Minimum Necessary Use of Client Information. Whether Client Information is obtained through Shared Data, or directly from Olympic Community of Health, the 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.

5.2. 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.

5.3. 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 Olympic Community of Health. Olympic Community of Health 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. Olympic Community of Health shall not be liable for any lack of connectivity or loss in functionality due to hardware or software issues.

5.4. 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 Olympic Community of Health, 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.

5.5. 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, sub-license 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, any Shared Data 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.

5.6. 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 Olympic Community of Health, other Participants, or Clients through the CIE.

5.7. Referral Requests. As the CIE facilitator, Olympic Community of Health may refer Clients to any participant in CIE ("Referral Request"). In the event a Client is referred to Participant by Olympic Community of Health, Participant shall promptly respond to a Referral Request in the manner and within the timeframe specified by the CIE in the Policies and Procedures.

## 6.0 Services and Administration.

6.1. CIE Operations. Olympic Community of Health 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 in CIE; (ii) provide user support for the CIE to Participant and its Authorized User(s) via a helpdesk; and (iii) comply with Applicable Law.

6.2. Support Services. Olympic Community of Health, 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. Olympic Community of Health 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.

6.3. Shared Data Records. The CIE 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, Olympic Community of Health may provide Participant a copy of such records.

6.4. Disaster Recovery. Olympic Community of Health will coordinate with key contractors to establish, implement, and update a disaster recovery plan for the CIE which addresses the retrieval of

lost, or corrupted Client Information in the event of Force Majeure, or a Security Incident. Notwithstanding the foregoing, Olympic Community of Health shall not be liable, under any theory, for lost, corrupted, irretrievable, inaccurate, or incomplete Client Data, Shared Data, or any other data.

## 7.0 WARRANTY DISCLAIMER; RELEASE OF LIABILITY.

### 7.1. Disclaimer regarding Accuracy of Information.

OLYMPIC COMMUNITY OF HEALTH 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 IN CIE. 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.* OLYMPIC COMMUNITY OF HEALTH SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF THE PARTICIPANTS.

### 7.2. WARRANTY DISCLAIMER.

OLYMPIC COMMUNITY OF HEALTH DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OUTSIDE OF THIS AGREEMENT, WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND OLYMPIC COMMUNITY OF HEALTH 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 OLYMPIC COMMUNITY OF HEALTH 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 OLYMPIC COMMUNITY OF HEALTH 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 OLYMPIC COMMUNITY OF HEALTH 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.

### 7.3. DISCLAIMER REGARDING HEALTH RECOMMENDATION.

PARTICIPANT'S USE OF THE CIE IS INTENDED FOR REFERENCE AND DECISION SUPPORT PURPOSES ONLY AND DO NOT REPRESENT OLYMPIC COMMUNITY OF HEALTH'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. OLYMPIC COMMUNITY OF HEALTH 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.

### 7.4. DISCLAIMER REGARDING THE INTERNET.



THE CIE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. PARTICIPANT ACKNOWLEDGES AND AGREES THAT OLYMPIC COMMUNITY OF HEALTH 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. OLYMPIC COMMUNITY OF HEALTH WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES

#### 7.5. SHARED DATA.

ACCESS TO SHARED DATA, SHARED DATA ITSELF, AND THE DATA VIEWED OR RETRIEVED THEREFROM IS PROVIDED BY THE CIE "AS IS" AND "AS AVAILABLE." *OLYMPIC COMMUNITY OF HEALTH 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 OLYMPIC COMMUNITY OF HEALTH.* 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.

#### 7.6. RELEASE OF LIABILITY.

PARTICIPANT IS SOLELY RESPONSIBLE FOR AND HEREBY RELEASES OLYMPIC COMMUNITY OF HEALTH, 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 OLYMPIC COMMUNITY OF HEALTH, THE CIE AND OTHER PARTICIPANTS WHEN REQUIRED TO DO SO UNDER THIS AGREEMENT OR APPLICABLE LAW.

#### 7.7. 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 OLYMPIC COMMUNITY OF HEALTH 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 OLYMPIC COMMUNITY OF HEALTH 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 OLYMPIC COMMUNITY OF HEALTH BE RESPONSIBLE FOR ANY PENALTIES, DAMAGES OR OTHER LOSSES INCURRED BY PARTICIPANT AS THE RESULT OF ANY EVENT, OCCURRENCE OR FAILURE TO PERFORM BY OLYMPIC COMMUNITY OF HEALTH 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.

## 8.0 INDEMNIFICATION.

8.1. 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.

## 9.0 Insurance.

9.1. 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.

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

## 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. Olympic Community of Health 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: Section 1 (Definitions), Section 7 (Warranty Disclaimer; Release Of Liability), Section 8 (Indemnification), and Section 10 (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 Olympic Community of Health

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Address for notice: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For \_\_\_\_\_ (Participant)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Address for notice: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Community Information Exchange Data Sharing Agreement

This Data Sharing Agreement (this “**Agreement**”) is entered into by and between Olympic Community of Health, a Washington nonprofit corporation 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

A. WHEREAS, Olympic Community Health provides and maintains the Community Information Exchange (“**CIE**”) which connects health care providers with end users (“**Clients**”);

B. WHEREAS pursuant to the Community Information Exchange Participation Agreement (“the Participation Agreement”), Olympic Community of Health will provide Participant with access to the CIE and the Parties will receive, use, and disclose Client Information (as defined below), 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; “**Client Information**” means personally identifiable information relating to a Client that Participant has provided to, or accessed from, the CIE, including without limitation, PHI, 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; and

C. WHEREAS, the Parties agree to safeguard all Client Information received, used, and disclosed in connection with the CIE in compliance with this Agreement, and any relevant laws.

D. WHEREAS, As part of the Participant’s ability to participate in the CIE, the Participant will also enter into agreements concerning Policies and Procedures (as defined in the Participation Agreement), a Participation Agreement, and a Business Associate 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 Definitions.

1.1 Definition of Capitalized Terms. Unless otherwise defined in this Agreement, capitalized

terms shall have the meaning set forth in privacy laws, the Participation Agreement, and this Agreement.

1.2 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.

1.3 "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.

1.4 "Community Information Exchange" means a collaborative network of organizations, including but not limited to social services, hospitals, physical and behavioral health centers and providers, serving a community that shares Client Information to improve care coordination and better connect communities to care. CIE technology is used as a tool to support the exchange of information for a CIE.

1.5 "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.

1.6 "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.

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

1.8 "Research" means scholarly analytic and evaluation activities conducted by an organization that may not be Olympic Community of Health 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 CIE efforts and improve their own initiatives.

1.9 "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.

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

## 2.0 Compliance with Privacy Laws.

2.1 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.

2.2 Effect of this Agreement. This Agreement amends, supplements, and is made a part of the Participation Agreement between the Parties. 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.

## 3.0 Use and Disclosure of Client Information.

3.1 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.

3.2 Management and Administration. Olympic Community of Health may use and disclose Client Information to properly manage and administer the business of the CIE and carry out the legal responsibilities of operating the CIE.

3.3 Data Aggregation. Olympic Community of Health 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 CIE-related products and services, if such aggregated Client Information is used only by the CIE or disclosed only to Participant or Olympic Community of Health 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 Olympic Community of Health.

3.4 Data Aggregation for Research. Olympic Community of Health may use and disclose aggregated Client Information for Research purposes of if: (i) the Research has been approved by the Olympic Community of Health; (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.



3.5 Disclosure for Public Health Activities. Olympic Community of Health may use and disclose Client Information for Public Health Activities if disclosure for a given Public Health Activity has been approved by the Olympic Community of Health or as required by applicable law.

3.6 Disclosure as required by Operation of Law. Olympic Community Health may use and disclose Client Information upon the order of any court or administrative agency; or to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; or per any public disclosure laws as applicable to Olympic Community Health and CIE.

3.7 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.

## 4.0 Obligations of the Parties.

4.1 Nondisclosure. Participant 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.

4.2 Safeguards. Participant 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 applicable laws regarding privacy of Client Information and other standards established and specified by Olympic Community of Health in the Policies and Procedures (As defined in the Participation Agreement). The Olympic Community of Health shall have the right to review such privacy and security policies and procedures of the Participant, from time to time, upon not less than five (5) business days' notice to the Participant.

4.3 Report Unauthorized Use or Disclosures. Participant shall report to Olympic Community of Health any use or disclosure of Client Information not provided for by the Participation Agreement or this Agreement that is not otherwise required by Law. Olympic Community of Health 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 Olympic Community of Health or reported by one of the other participants of the CIE to Olympic Community of Health.

4.4 Subcontractors. Each Party will take reasonable steps to ensure those of its subcontractors and the subcontractor's employees, representatives 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 unauthorized use or disclosure of Client Information as apply to such Party herein.

4.5 Client Access to Client Information. Olympic Community of Health shall make all Client Information stored by the CIE available to Participant within ten (10) business days of a written request from Participant. In the event that the Olympic Community of Health directly receives a

request to access Client Information provided to the CIE by Client, Olympic Community of Health shall forward such request to Participant.

4.6 Accounting to Individual of Disclosures. Olympic Community of Health shall maintain within the CIE, 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 Olympic Community of Health directly receives a request for an accounting of disclosures of Client Information provided to the CIE by Client, Olympic Community of Health shall forward such request to Participant.

4.7 Compliance Audit. Olympic Community of Health and Participant shall make internal policies and procedures of the CIE'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 (as defined below).

4.8 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 CIE under the Participation Agreement.

4.9 Export of Client Information. Parties, their agents, employees, or subcontractors, shall not perform any services that require the export of Client Information outside the United States of America. This includes the use of servers outside of the United States to maintain Client Information.

4.10 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 Olympic Community of Health of such requirement so as to afford Olympic Community of Health sufficient time to take appropriate action to oppose the disclosure in Olympic Community of Health's sole discretion.

## 5.0 Obligations of Participant.

5.1 Client Authorization. Participant will not disclose or provide to the CIE, Olympic Community of Health, or any Olympic Community Health employee, agent, subcontractor any Client Information without written authorization by the Client.

5.2 Disclosure of Health Information. Participant will only disclose or provide to the CIE or Olympic Community of Health 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.

5.3 Identification of Health Information. If Participant discloses or provides to the CIE physical health, mental health, or behavioral health information about a Client, with written authorization,

the Participant agrees to properly identify the information as health information.

**5.4 Obtaining Client Authorization.** Participant will verify, through Client Information provided by the CIE, that written authorization has been obtained and has not expired or been revoked or. In the event the Client's written authorization has not yet been obtained, has expired, or was revoked, Participant shall obtain or renew Client's written authorization prior to sharing Client Information with the CIE and provide an electronic copy of the new or renewed authorization to the CIE.

**5.5 Restriction on Use or Disclosure.** Participant will immediately notify CIE of any restriction on the use or disclosure of Client Information requested by a Client. Olympic Community Health will take all commercially reasonable steps to conform to the requested restriction, but makes no guarantee as to its ability to conform with the desired restriction.

**5.6 Revocation of Authorization.** Participant will immediately notify Olympic Community Health if a Client makes a written request to terminate the written authorization to use or disclose Client Information. Participant shall obtain written documentation of the Client's request to terminate authorization and provide an electronic copy of the request to CIE and Olympic Community Health.

**5.7 Privacy Policy.** Olympic Community of Health maintains and publishes, on its web site and/or through other means, a Privacy Policy for the CIE that describes the Client Information that may be collected, stored, used, and shared on the CIE, the obligation of Olympic Community of Health 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's rights. Olympic Community of Health 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.

## 6.0 Obligations of Olympic Community of Health.

**6.1 Client Authorization.** Olympic Community of Health prohibits other Participants from disclosing a Client's Client Information to the CIE if the Participant has not obtained a written authorization from the Client.

**6.2 Communicating Authorization.** The CIE will maintain electronic copies of a Client's written authorization, and if applicable, electronic copies of the written documentation of a Client's request to terminate authorization.

## 7.0 Security Incident.

**7.1 Notification of Security Incidents.** Participant shall provide prompt notice to Olympic Community of Health of any Security Incident, but no later than five (5) business days after Participant becomes aware of a Security Incident, affecting Client Information. Olympic Community of Health shall provide

notice to Participant of any Security Incident discovered by Olympic Community of Health 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.

**7.2 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 provide the other Party, no later than twenty (20) days after discovery of the Security Incident the following information: (i) the identity of each individual whose Client Information was impacted by the Security Incident; and (ii) actions taken by the Party to mitigate any harmful effect of such Security Incident; (iii) the corrective action such Party has taken and will 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 Olympic Community of Health 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.

## 8.0 Term and Termination.

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

**8.2 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.

## 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 CIE 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 CIE 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 CIE 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.

9.8. Attorney's 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.

9.9. 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.

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.

9.11. 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 Olympic Community of Health

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

For \_\_\_\_\_ (Participant)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

## Olympic Community of Health *Olympic Connect* – Documentation and Data Collection

### Policy

The Community-Based Worker is an employee or contractor, of a health or social service provider, that provides services to individuals and participates with the Community Information Exchange; and is responsible for completing all mandatory documentation in their designated client management system (CMS) to document their work with clients, including consent and demographic information.

### Procedure

- All Olympic Connect documentation must be signed and dated appropriately. This includes the Community-Based Worker's full name, title, full date, and time. Entry in the designated CMS is considered signed and recorded by the user with the appropriate timestamp.
- The Supervisor must regularly review all documentation in the designated CMS by their Community-Based Workers and perform chart audits.
- The client chart is a legal document. Entering data in the chart that has been falsified or created for additional payment or other purposes will result in disciplinary action or may result in termination of contract or employment.
- When a client encounter is completed, it is assumed that all required questions on each section or form have been asked, and the responses documented appropriately.
- Documentation of progress related to all goals, referrals and services must be updated in the designated CMS.
- All documentation related to client activities completed in a workday should be completed before the end of that workday.
- All client encounters and outreach attempts should be documented in the designated CMS.

## Olympic Community of Health *Olympic Connect* – Health-Related Social Needs Screening

### Policy

It is the responsibility of the Community-Based Worker (employee or contractor of a health or social service provider that provides services to individuals and participates with the Community Information Exchange; and is to complete the Health-Related Social Needs (HRSN) Assessment with all Olympic Connect clients if a screening from another provider cannot be accessed. This is a critical component to hub workflow.

### Procedure

- The Community-Based Worker will learn about their clients' HRSN needs and barriers they are experiencing by completing the HRSN Assessment or by accessing a screening conducted by another provider in the past 30 days.
- The Community-Based Worker will document completion of the HRSN Assessment in the Client Management System (CMS).
- The Community-Based Worker will use the information from the HRSN Assessment to support hub clients in setting goals and begin looking for resources and making referrals to meet the needs identified by the client.
- Members of the client's care team who are authorized by the client and added as care team members in the CMS can access the HRSN assessment if the client gives permission.
- Another HRSN Assessment will be conducted prior to client discharge to assess changes in HRSN.



