



To Our Valued Community Providers:

Contra Costa Health Plan ccLink Provider Portal, our on-line web tool, is a communication tool between the Providers and Contra Costa Health Plan and Specialty Care Providers and Primary Care Providers at Contra Costa Regional Medical Center (CCRMC) and Health Centers.

For Primary and Specialty providers in CCHP's Community, the ccLink Provider Portal will:

- Allow on-line access to CCHP Member information.
- Provider real-time eligibility inquiries about CCHP members.
- Allow providers to submit and check the status of status of referral or prior authorization request.
- Allow community providers to submit and check the status of a submitted claim.
- Allow for providers to attach documentation to a referral being sent to CCHP for evaluation of an authorization.
- Include a list of patients that are assigned to you if you are the member's PCP or if you are the referred to specialist.
- Facilitate communication and streamline patient care across location and disciplines.
- Decrease repetitive calls to Health Plan for eligibility, referral and claim status.
- This free web-based tool allows you to view your member's records from any computer, at any time.

For more information email CCHP Portal Support at: CCHPPortalSupport@cchealth.org.

To access our new ccLink Provider Portal web tool, please complete the attached ccLink Provider Portal Access Agreement (only one user agreement is needed per practice group).

PLEASE TYPE DIRECTLY ONTO THE FILLABLE FORMS.

Please return these documents to:

E-mail: CCHPPortalSupport@cchealth.org

3rd Party Biller

ccLink Provider Portal Access Agreement

THIS ccLink Provider Portal ACCESS AGREEMENT ("Agreement"), dated ____/____/____ is entered into by and between CONTRA COSTA HEALTH SERVICES (CCHS) with an address at 2500 Alhambra Avenue, Martinez, CA 94553 and _____ having an address at _____ ("Outside Entity").

WHEREAS, CCHS has licensed from Epic Systems Corporation certain software which allows users to remotely access patient electronic health records ("ccLink Provider Portal") created by CCHS or its affiliates; and WHEREAS, ccLink Provider Portal has the capacity to allow Outside Entity to view electronic health records ("EHR") of their patients for the sole purpose of treating the patient whose record is being accessed; and WHEREAS, CCHS believes that the use of ccLink Provider Portal by Outside Entity would substantially improve the quality of health care provided in Contra Costa's service area, and therefore wishes to allow access to ccLink Portal by Outside Entity, subject to the restrictions and other requirements set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. ccLink Provider Portal Access.

a. Subject to the terms and conditions of this Agreement, CCHS hereby grants Outside Entity non-transferable and non-exclusive license to access the ccLink Provider Portal to permit those individuals listed on Exhibit A attached hereto and made part hereof, as same may be amended from time to time (collectively "Authorized Users"), to electronically access and use ccLink Provider Portal solely for accessing and reviewing EHR and other information, images and content related to the provision of healthcare to patients of such Outside Entity (the "System License"). Outside Entity and its Authorized Users shall not attempt to reverse engineer, decompile, or otherwise seek to discover the source code for the ccLink Provider Portal or to create derivative works thereof.

b. Outside Entity understands that such access and use shall be limited to that achieved through unique access codes provided to each individual Authorized User by CCHS. No Authorized User shall share his or her unique access codes with any other person or entity. Authorized Users are responsible for maintaining the security of their access codes and are responsible for all transactions and activity made using those codes.

c. Outside Entity further acknowledges and understands that access to the ccLink Provider Portal is provided as a convenience and that CCHS may terminate that access and this Agreement at any time, without cause or further obligation. In addition, CCHS may terminate individual Authorized Users' access or the System License at any time for any reason without penalty, regardless of any effect such termination may have on Outside Entity's operations. CCHS will endeavor to notify Outside Entity of any such termination at least thirty (30) days prior to such termination becoming effective, provided that nothing herein shall obligate CCHS to provide such notice. Without limiting the generality of the foregoing, Outside Entity expressly agrees that CCHS may terminate this Agreement and all of the Authorized Users' access to ccLink Provider Portal immediately if CCHS determines, in its sole discretion, that Outside Entity, or Outside Entity's directors, officers, employees, contractors or agents have violated a material provision of this Agreement.

d. Outside Entity acknowledges and agrees that any hardware, software, network access or other components necessary for Outside Entity to access and use ccLink Provider Portal must be obtained and maintained by Outside Entity at Outside Entity's sole cost and expense, which hardware, software, network access or other components shall meet the minimum specifications for access and use of ccLink Provider Portal from time to time designated by CCHS.

2. Intellectual Property Rights. This Agreement does not grant to Outside Entity or its Authorized Users any ownership interest in ccLink Provider Portal. Rather, Outside Entity has a limited license to access and use ccLink Provider Portal solely as permitted under the terms of this Agreement. Ownership of ccLink Provider Portal and all intellectual property rights in it shall remain at all times with CCHS and, as applicable, Contra Costa Health

Services' third party vendors and licensors. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from ccLink Provider Portal shall be owned solely and exclusively by CCHS, and/or as applicable, CCHS' third party vendors, as shall all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide (all of the foregoing rights taken together being referred to collectively herein as "Intellectual Property Rights") therein and thereto.

3. Use or Disclosure of Information in EHR; Ownership of Data.

a. Prior to accessing the EHR of any patient for any reason, Outside Entity shall obtain the consent of that patient, or his or her parent, guardian, surrogate, healthcare proxy, legally authorized representative or qualified person (each a "Qualified Person") in a form approved by CCHS and compliant with all applicable laws and regulations. Outside Entity shall retain all such patient consents for the duration of this Agreement and for a period of six (6) years thereafter, and shall provide copies of all such consents to CCHS upon request.

b. Outside Entity shall not use or disclose any patient information obtained through ccLink Portal in any manner that would constitute a violation of federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and all regulations enacted thereunder ("HIPAA") and the California Confidentiality of Medical Information Act ("CMIA"). Outside Entity shall ensure that its directors, officers, contractors, agents, and members of its Workforce as defined in 42 C.F.R. § 160.103 use or disclose patient information obtained through ccLink Provider Portal only in accordance with the provisions of this Agreement and all applicable law. Outside Entity shall, and shall cause all of its directors, officers, contractors, agents, and members of its Workforce to comply with all policies and procedures of CCHS in effect and applicable to the use of ccLink Provider Portal.

c. Outside Entity acknowledges and agrees that CCHS shall own all rights, title and interest in and to the patient data in the applicable EHR. To the extent that a health care provider other than CCHS or its affiliates appends patient data to the EHR ("Data Provider"), such data and all rights, title, and interest in such data shall at all times remain with the Data Provider; however, Outside Entity shall, at its sole expense, (i) obtain all consents, licenses, and permissions necessary for entry and use of such data in connection with the ccLink Portal and EHR; and (ii) grants CCHS a non-exclusive, royalty-free, perpetual license to include such data as part of the EHR. Outside Entity shall not compile, de-identify and/or distribute analyses to third parties utilizing any data received through ccLink Provider Portal without express written permission from CCHS.

4. Managing Access.

a. Outside Entity shall notify CCHS of the identity of and contact information for Outside Entity's Privacy Officer and shall update such information as soon as practicable in the event of any change. Outside Entity shall also designate and provide contact information for a liaison to coordinate addition or removal of Authorized Users. The liaison is responsible for managing the addition, modification and termination of ccLink Provider Portal access by employees and agents of Outside Entity.

b. Before accessing ccLink Provider Portal for the first time, each Authorized User must acknowledge agreement with the ccLink Provider Portal Terms and Conditions as in effect at the time of first access. Such Terms and Conditions are subject to change at any time in the sole discretion of CCHS. By accessing ccLink Provider Portal, each Authorized User agrees to be bound by the Terms and Conditions as amended. Outside Entity agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement, the Terms and Conditions and any applicable policies and procedures and agrees that a breach thereof by any Authorized User shall constitute a breach of this Agreement by Outside Entity. Outside Entity shall cause each Authorized User to complete appropriate training on the use of ccLink Provider Portal and the proper use and disclosure of patient information obtained through ccLink Provider Portal.

c. Access to ccLink Provider Portal shall be provided to those contractors, agents and members of the Workforce of Outside Entity who require access to patient information of the type which may be obtained through ccLink Provider Portal to perform their duties to the Outside Entity and its patients. A complete list of Authorized Users through Outside Entity is attached hereto as Exhibit A, which list shall be updated as necessary to add or delete Authorized Users upon written notice by Outside Entity. Outside Entity shall notify CCHS in writing as soon as practicable, but no later than seventy-two (72) hours in advance of any Authorized User's separation from

Outside Entity or change in job functions such that he or she no longer requires access to ccLink Portal to perform his or her duties for or on behalf of Outside Entity. In the event that Outside Entity elects to terminate the employment, contract, or other arrangement with a contractor, agent, or member of its Workforce who is an Authorized User, Outside Entity shall notify CCHS in writing prior to issuing a termination notice to such individual, or if not practicable, immediately upon termination.

5. Reporting of Unauthorized Use of ccLink Provider Portal.

a. As soon as practicable, but in any event within twenty-four (24) hours, Outside Entity shall notify CCHS in writing of any (1) Security Incident as defined in the Business Associate Attachment to this Agreement, and/or suspected or actual breach of security or intrusion involving Outside Entity's computer systems or networks through which the ccLink Provider Portal may be accessed, or (2) unauthorized access, use, or disclosure of Protected Health Information ("PHI") and/or any actual or suspected unauthorized access, use, or disclosure of data accessed through the ccLINK Provider Portal by Outside Entity, its contractors, agents, or members of its Workforce in violation of any applicable federal or state laws or regulations, including but not limited to CMIA. Such notice shall be FAXed to CCHP Provider Portal at 925-957-5101, CCHS, Attention: ccLink Provider Portal.

b. Outside Entity shall, at no cost, fully cooperate with CCHS investigation into any Security Incident, breach of security, intrusion, unauthorized use or disclosure of PHI, and/or any actual or suspected unauthorized access, use, or disclosure of data accessed through the ccLINK Provider Portal, and shall, at Outside Entity's sole cost and expense, mitigate any know harm caused by such Security Incident, breach of security, intrusion, or unauthorized access, use, or disclosure. Outside Entity shall implement all reasonable corrective actions necessary to prevent any such further unauthorized access, use, or disclosure, Security Incident, breach of security, or intrusion from occurring in the future.

6. Indemnification. Outside Entity agrees to indemnify, defend, and hold harmless CCHS, the Data Providers, and each of their affiliates, directors, officers, contractors, agents, licensors, vendors, and members of their Workforce from and against any and all claims, costs, losses, damages, liabilities, fines, expenses, demands, and judgments, including litigation expenses and attorney's fees, which may arise from or relate to the breach by Outside Entity of any term or condition of this Agreement, including but not limited to any Security Incident, or any breach of security, intrusion, or unauthorized use or disclosure of PHI as described in Section 5.a of this Agreement. Such indemnification shall include, but shall not be limited to, the full cost of any breach notification required to be made under HIPAA or CMIA as a result of any such breach of security, intrusion, or unauthorized use or disclosure of PHI or data. The indemnity in this provision is in addition to and cumulative of any indemnity in the parties' Business Associate Agreement.

7. No Warranties; Limitation of Liability.

a. TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY APPLICABLE LAW, RULE OR REGULATION, CCHS AND ITS LICENSORS AND VENDORS ARE PROVIDING CCLINK PORTAL, AND ALL INFORMATION ACCESSIBLE OR PROVIDED THROUGH CCLINK PORTAL "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ANY WARRANTY THAT AVAILABILITY OR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, AND/OR ANY WARRANTY TO PROVIDE ADEQUATE TECHNICAL SUPPORT.

b. To the fullest extent permitted by law, IN NO EVENT WILL CCHS OR ITS LICENSORS AND VENDORS BE LIABLE TO OUTSIDE ENTITY, ITS AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS AGREEMENT, ccLink Provider Portal, OR ANY INFORMATION OR DATA THEREIN, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY THE FOREGOING FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED ONE HUNDRED DOLLARS (\$100.00); AND OUTSIDE ENTITY WAIVES ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT IT MAY HAVE AGAINST CCHS AND ITS VENDORS AND LICENSORS ARISING OUT OF THIS AGREEMENT, ccLink Provider

Portal, OR ANY INFORMATION OR DATA THEREIN. If Outside Entity is dissatisfied with ccLink Provider Portal, Outside Entity's sole and exclusive remedy is to terminate this Agreement.

8. Outside Entity Responsibility for Medical Decisions. OUTSIDE ENTITY AGREES THAT CCLINK PORTAL IS A TOOL AVAILABLE TO OUTSIDE ENTITY PERSONNEL AND PROVIDERS FOR ACCESSING PATIENT INFORMATION AND IS NOT INTENDED IN ANY WAY TO ELIMINATE, REPLACE OR SUBSTITUTE FOR, IN WHOLE OR IN PART, MEDICAL JUDGMENT AND ANALYSIS OF THE PATIENT'S CONDITION. OUTSIDE ENTITY AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS MADE BY OUTSIDE ENTITY PERSONNEL WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION WITH REGARD TO PATIENTS PROVIDED THROUGH CCLINK PORTAL RESIDES SOLELY WITH OUTSIDE ENTITY.

9. Miscellaneous.

- a. Any reference made herein to any provision of law or regulation shall be a reference to such section as in effect and as same may be amended from time to time.
- b. This Agreement may not be amended except in a writing signed by both parties hereto. Both parties hereto agree that this agreement shall be amended to comply with any and all state or federal laws rules, or regulations, including without limitation any future laws, rules or regulations.
- c. Outside Entity may not assign any of its rights or obligations under this Agreement without the express prior written consent of CCHS, which consent may be given or withheld it is sole discretion. Any attempted assignment in violation of this Agreement shall be null and void and of no effect whatsoever.
- d. The respective rights and obligations of either party which are, buy their terms, intended to survive the termination of this Agreement, shall survive any termination of this Agreement.
- e. Except as otherwise expressly provided herein, all notices which are required to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) the next business day following the day on which the same has been delivered prepaid to a nationally recognized overnight courier service, or (c) three (3) days after sending by registered or certified mail, postage prepaid, return receipt requested, in each case to the address first set forth above to the attention of the person signing below, or to such other person at such other address as the party may designate by giving notice.
- f. In the event that any provision of this Agreement is adjudged by any court of competent jurisdiction to be void or unenforceable, all remaining provisions hereof shall continue to be binding on the parties hereto with the same force and effect as though such void or unenforceable provision had been deleted.
- g. No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or the exercise of any other right, power or remedy. The rights provided hereunder are cumulative and not exclusive of any rights provided by law.
- h. This Agreement including all Exhibits and documents referenced herein constitute the entire Agreement between the parties hereto relating to the subject matter hereof, and supersede any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof.
- i. Nothing in this Agreement shall be construed to create an agency relationship between CCHS and Outside Entity.
- j. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A copy of this Agreement bearing a facsimile signature shall be deemed to be an original.
- k. This Agreement shall be construed an interpreted in accordance with California law, without regard to the

conflicts of law provisions thereof. All actions or proceeding arising under this Agreement shall be brought in the state or federal courts sitting in Contra Costa County, California and both parties consent to the personal jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date and year first set forth above.

CONTRA COSTA HEALTH SERVICES

By: _____

Name:

Title:

[OUTSIDE ENTITY]

By: _____

Name:

Title:

HIPAA BUSINESS ASSOCIATE ATTACHMENT

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Attachment (“Attachment”) supplements and is made a part of the agreement identified as ccLink Provider Portal Access Agreement (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Contra Costa Division, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and the regulations promulgated thereunder (collectively, the “HIPAA Regulations”), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations and contained in this Attachment.

In consideration of the mutual promises below and the exchange of information pursuant to this Attachment, the parties agree as follows:

1. **Definitions.** As used in this Attachment, the following terms have the following meanings:
 - a. **Breach** has the meaning given to such term under the HITECH Act set forth at 42 U.S.C. Section 17921.
 - b. **Business Associate** (“Associate”) means an individual or entity that provides services, arranges, performs or assists in the performance of activities on behalf of the County and who uses or discloses PHI, pursuant to the HIPAA Regulations including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - c. **Covered Entity** (“County”) means Contra Costa County for its "Contra Costa Health Plan Division."
 - d. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
 - e. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
 - f. **Electronic Media** is:
 - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
 - g. **Electronic Protected Health Information (ePHI)** is any Protected Health Information that is stored in or transmitted by electronic media.
 - h. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- i. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
- j. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- k. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (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 under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).
- l. **Protected Information** means PHI provided by County to Associate or created or received by Associate on behalf of the County in connection with the Agreement.
- m. **Required by Law** has the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.
- n. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- o. **Security Rule** means the standards for protecting the security of electronic Protected Health Information in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- p. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h).

Terms used, but not defined, in this Attachment will have the same meanings as those terms are given in the HIPAA Privacy Rule.

2. **Obligations of Associate.**

- a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under the Agreement and as permitted under the Agreement and this Attachment, or as Required by Law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act.
- b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Attachment, (ii) for the proper management and administration of Associate, (iii) as Required by Law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Attachment and only disclosed as Required By Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate or any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.
- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or services to which the PHI solely relates (42 U.S.C. Section 17935(a)). Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42

U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.

- d. **Appropriate Safeguards.** Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Attachment and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Reporting of Improper Use or Disclosure.** Associate will notify County in writing within twenty-four (24) hours of its discovery of any security incident or any other use or disclosure of Protected Information not permitted by the Agreement or this Attachment of which Associate or its officers, employees or agents become aware, without unreasonable delay, and in no case later than ten (10) calendar days after discovery. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- f. **Associate's Agents.** Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such Protected Information and implement the safeguards required by paragraph c, above, with respect to ePHI. Associate agrees to implement and maintain sanctions against agents and subcontractors who violate such restrictions and will mitigate the effects of any such violation.
- g. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within ten (10) days of request by County to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.524. If Associate maintains an Electronic Health Records, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of Protected Information.** Within ten (10) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors will make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify County within five (5) calendar days of the request, without unreasonable delay. County, and not Associate, will determine if and when to deny a request for an amendment of Protected Information maintained by Associate.
- i. **Availability and Accounting of Information.** Within ten (10) calendar days of notice by County of a request for an accounting of disclosure of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 C. F. R. Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.502; (ii) to individuals of PHI about them as set forth in 45 C. F. R. 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 C. F. R. Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate

maintains an electronic health record and is subject to this requirement. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.

- j. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.
- k. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.
- m. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- n. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected Information. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.
- o. **Notification of Breach.** During the term of the Agreement, Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.
- p. **Breach Pattern or Practice by County.** Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of County that constitutes a material breach of violation of the County's obligations under the Agreement or Attachment, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Agreement, if

feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services. Associate shall provide written notice to County of any pattern of activity or practice of County that Associate believes constitutes a material breach or violation of the County's obligations under the Agreement or Attachment within five (5) days of discovery and shall meet with County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- q. **Certification and Enforcement.** At any time during the term of the Agreement, and without advance notice, County and its authorized agents or contractors may examine Associate's facilities, systems, procedures and records as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, HITECH Act, other HIPAA Regulations, and this Attachment.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Attachment, as determined by County, constitutes grounds for termination of the Agreement pursuant to General Conditions Paragraph 5. (Termination and Cancellation), Subsection b. (Failure to Perform), of the Agreement.
- b. **Reasonable Steps to Cure Breach.** If County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Attachment, County may, in its sole discretion, terminate the Agreement pursuant to Section 3.a., above, or provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate must return or destroy, at the exclusive option of County, all Protected Information that Associate, its agents and subcontractors, still maintain in any form, and Associate may not retain any copies of such Protected Information. If return or destruction is not feasible, Associate may retain the Protected Information and must continue to extend the protections of Sections 2.a., 2.b., 2.c., and 2.d. of this Attachment to such information and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If Associate destroys the Protected Information, Associate must verify in writing to County that such Protected Information has been destroyed.

4. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Attachment, HIPAA, HITECH Act, or the HIPAA Regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

5. **Changes to HIPAA and its regulations.**

- a. **Compliance with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that changes to this Attachment may be required to ensure compliance with such developments. The parties agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, HITECH Act, the HIPAA Regulations, and other applicable state and federal laws relating to the security and/or confidentiality of PHI.
- b. **Negotiations.** In the event that a state or federal law, statute, or regulation materially affects the Agreement or this Attachment, the parties agree to negotiate immediately and in good faith any necessary or appropriate revisions to the Agreement or this Attachment. If the parties are unable to reach an agreement concerning such revisions within the earlier of thirty (30) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulations, or if the change is effective

immediately, then County may, in its sole discretion, immediately terminate the Agreement upon written notice to Associate.

6. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, HITECH Act, the HIPAA Regulations, or other laws relating to security and privacy and arising out of the Agreement or this Attachment.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Attachment prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Attachment. This Attachment and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Attachment will be resolved in favor of a meaning that complies, and is consistent, with HIPAA and the Privacy Rule.
- d. **Notice to Secretary.** Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Attachment and the breach or violation continues and termination of the Agreement is not feasible, County will report the problem to the Secretary of the U.S. Department of Health and Human Services, as required by HIPAA, HITECH Act, and the HIPAA regulations.
- e. **Survival.** The obligations of Associate pursuant to Sections 2.l. and 3.c. of this Attachment survive the termination or expiration of the Agreement.

The following persons acknowledge and agree to the terms and conditions set forth in this HIPAA BUSINESS ASSOCIATE ATTACHMENT.

Signature

Name: _____

Title: _____

Company: _____

Date Signed: _____

Provider Name
Provider Address
Provide Phone
Provider Fax
Provider Tax ID

Date:

RE: 3rd Party Biller

To Contra Costa Health Plan:

Please authorize **(Insert Biller Name)** to have access to the Contra Costa County Health Plan Provider Portal (ccLink) for the purpose of claims status and benefit administration only.

Thank you,

Signature of Provider

Attachment B (Third Party Billers Only):

Billing Company Name: _____ Billing for (organization name) _____

Billing company Street Suite City State Zip

*Primary Point

of Contact: _____

Name

Phone

Fax

Email

***Please note:** The role of the Primary Point of Contact is to coordinate and manage the billers who have ccLink Provider Portal access privileges for your billing company. The Point of contact will also be the receiver of log on information for the staff listed on this form. This information will be sent to you via e-mail from CCHP Portal Support and will need to be forwarded to each user on this form.

****For Billers-Please indicate the tax ID number and NPI of the group you are contracted with to bill CCHP.**

Billing Provider's Tax ID: _____ NPI _____

5.15.21

Customer Name			Role	Phone	Email	Add User?	Delete User?
Last	First	MI					

Authorizing Signature

Date

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 2:

Street Suite City State Zip

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 3:

Street Suite City State Zip

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 4:

Street Suite City State Zip

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 5:

Street Suite City State Zip

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 6:

Street Suite City State Zip

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 7:

_____ Street _____ Suite _____ City _____ State _____ Zip _____

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 8:

_____ Street _____ Suite _____ City _____ State _____ Zip _____

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 9:

_____ Street _____ Suite _____ City _____ State _____ Zip _____

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____

Address must be unique, can't be any of the previous addresses listed

Billing Provider Address 10:

_____ Street _____ Suite _____ City _____ State _____ Zip _____

Billing Provider's Tax ID(s): _____

Billing Providers NPI(s): _____