



## OUR HEALTH DATA COOPERATIVE

### Charter Associate Principle, Charter Associate Principle Plus , Charter Associate a n d OHDC Affiliate Members Agreement

#### Preamble

##### I. Objective

This agreement serves to provide a framework and mechanism for cooperative activities of mutual interest between the signatories and the Our Health Data Cooperative (OHDC). The signatories to this Charter Associate Principle, Charter Associate Principle Plus, Charter Associate and OHDC Affiliate Members Agreement (sometimes herein referred to as ‘associate member’) have agreed that this cooperation will benefit their business, help reduce the cost of health care and improve the quality of health care for patients; and therefore, will support the mission and activities of OHDC. For the purposes of this agreement, Associate Members are businesses or entities that would benefit from access to aggregated anonymous longitudinal electronic health records of large groups of patients, and/or have interest in understanding what outcomes from each aggregated query of patients’ anonymous records resulted in, so that their company may provide products and services that improve the health of OHDC Members.

##### II. The Learning Health System

Established in 2012, the Our Health Data Cooperative (OHDC) supports the development of an organization that allows up to 50 Million patients to own, direct and share anonymously their electronic health records so valid, non-biased, non-confounded outcome research is able to be done on the OHDC member records - which results in a Learning Health System. To accomplish this, OHDC focuses on two models: one for Non-Associated Member Access to Data (NAMAD™) and one for Associate Member Combined Understood Researched E-records (AMCURE™).

With the AMCURE™ Model, OHDC fosters the development, exchange and enhancement of technologies and processes that create stakeholders’ betterment (economic and non-economic) for participating in data silo sharing of data containing anonymous OHDC members’ Electronic Health Records (EHR) and Self Generated Health Information (SGHI) so quality information about each OHDC Member is extracted and accumulated in HIPAA compliant aggregation, and Associated Members’ queries can be performed or studies created from these extractions to enhance OHDC educational programs based on established standards to illustrate effects from specific treatments for diseases, and that can be readily available to patients and care providers of OHDC. This encompasses some of the following goals:

- Developing economic based extraction models of data processes and protocols with EHR and SGHI vendors, payers, and health providers; instructional materials for implementation of programs; and standards that support AMCURE™ efficient access and evaluation of OHDC Members’ data for expedient education, including the identification of methods to exchange analyzed OHDC Members’ data and incorporation and development of a data grading system to improve Outcomes Research Studies and increase awareness of economic value for improving individual data records by market pricing;
- Developing national certification parameters of AMCURE™ OHDC Studies;

- Providing professional development opportunities for physicians and health care providers to allow AMCURE™ OHDC Studies to be transmitted via web conferences;
- Designing and promoting programs for disadvantaged patient groups to have easier access to AMCURE™ OHDC Studies and encouraging diversity in AMCURE™ programs;
- Establishing and fostering partnerships that link industry, education, and government to advance AMCURE™ OHDC Studies' education; and
- Helping promote an open ecosystem for data developers to expedite the methods for interpreting the data so that knowledge is more quickly transferred to patients and providers.

The NAMAD™ Model addresses the assessment of OHDC Member Data by non-Associated Member organizations and identifies prioritization of access for entities supplying support for OHDC efforts to improve OHDC Members' health. This model begins with an assessment of foundational work provided by the NAMAD™ applicant to OHDC efforts in building Membership or Member Awareness; creating processes or services that enhance cooperative access among OHDC Stakeholders; and/or illustrates any improvement in health service and care to OHDC Members which may be examined with OHDC Membership Data access.

Some of the benefits to AMCURE™ participants (versus the NAMAD™ participants) include:

1) AMCURE™ Participants are involved in the AMCURE™ Data Exchange, which allows each Charter Associate Member, Charter Associate Principle, Charter Associate Principle Plus and OHDC Affiliate Member, to economically benefit: 1) by allowing access by OHDC Patients to their silos of Data via PKB (to gather anonymous OHDC Member Data) as well as, 2) by accessing OHDC Members' Aggregated Anonymous Data and other IP developed by OHDC so AMCURE™ Participants achieve transactional efficiencies and may enhance their products and services;

2) AMCURE™ Participants will have early access to pre-competitive R&D results and have access to portions of the OHDC AMCURE™ data for their technology developers effort to develop new methods of transforming data to knowledge for sharing with the OHDC members;

3) AMCURE™ Participants will have preference in access rights to the OHDC Data and share in revenues from apps that are developed by their institutions or through their introduced technology developers.

**Guiding Principles of the OHDC Learning Health System:**

- Patient input is critical to the development of quality data and educational programs
- Partnerships with major stakeholders leads to better-aligned results and increased OHDC Patient-Member and Health Community opportunities
- Innovative and quality research and AMCURE™ programs lead to better-prepared and more empowered patients
- Valid patient outcomes from different disease treatments result in better health care and lower costs

- Patients, providers and payers benefit from increased awareness of and access to valid, non-biased, and non-confounded patient outcomes accessed by collection of anonymous OHDC Member EHRs and SGHIs sources
- Partnerships with educational institutions is key to articulating clear educational pathways emphasizing life-long learning
- Disparity in healthcare quality among different socio-economic groups is reduced when the process of disseminating shared patient outcomes of different diseases from different treatments can be accessed by all OHDC Members and Non-Members using mobile devices.
- Our Health Data Cooperative will be created as an open ecosystem to help expedite the development of technology that can transfer the data into knowledge which can be shared with stakeholders of OHDC.

**Our Health Data Cooperative  
Charter Associate Principle, Charter Associate Principle Plus , Charter Associate a n d  
OHDC Affiliate Members Agreement**

The purpose of this Agreement is to establish close cooperation and information/technology and/or disease and injury treatments transfer between \_\_\_\_\_(hereinafter ASSOCIATE MEMBER) and the Our Health Data Cooperative (hereinafter OHDC), a Patient owned Cooperative formed under the laws of Minnesota. Under the terms of this Agreement, ASSOCIATE MEMBER joins the Our Health Data Cooperative as **(OHDC Affiliate Member, Charter Associate Member; Charter Associate Principle Member; or Charter Associate Principle Plus Member – Circle one)**. This agreement is made as of \_\_\_\_\_(hereinafter “Effective Date”).

**ARTICLE 1 -DEFINITIONS**

As used herein, the following terms shall have the following meanings:

- 1.1.1 **"Affiliate"** means, with respect to any Our Health Data Cooperative Charter Associate Principle, Charter Associate Principle Plus or Associate Members, any parent company and any company at least fifty percent (50%) of whose stock, having the right to vote for or appoint directors, is, now or hereafter, owned or controlled directly or indirectly through one or more intermediaries by the Our Health Data Cooperative Charter Associate Principle, Charter Associate Principle Plus or Associate Members or a parent company of the Our Health Data Cooperative Charter Associate Principle, Charter Associate Principle Plus or Associate Members.
- 1.2 **"AMCURE™ Data Exchange"** means the platform established by OHDC for efficient transfers and economic remuneration, between user and provider, for a Charter Associate Member, Charter Associate Principle or Charter Associate Principle Plus Member (Associate Members) that may want to exchange their data among each group or with Our Health Data Cooperative Members so that combined technologies are bundled more easily in order to increase Associate Members’ economic benefits and OHDC Members awareness of outcomes.
- 1.3 **"PKB™"** means the Our Health Data Cooperative data gathering mechanism that allows the patient to request their health data using whatever numeric identifier is used by the provider for that patient, and which when gathered, allows the patient to send their data to the OHDC AMCURE™ data set anonymously using the Personal Identification Number of Cooperative Members (PINOCM™)
- 1.4 **"PINOCM™"** means the Personal Identification Number of Cooperative Members which is assigned to each member as a reference to their stock number. It is the identification mechanism for patronage (cash) distributions to the members from OHDC and is the method of each member sharing their health data anonymously within the AMCURE™ system.
- 1.5 **"Revenue Share"** means that portion of revenues from any activities of OHDC that will be shared with an ASSOCIATE MEMBER under direct contract with the ASSOCIATE MEMBER through development of data applications, services to members introduced through ASSOCIATE MEMBER to OHDC MEMBERS AND PROSPECTIVE MEMBERS.
- 1.6 **"OHDC Learning Health System"** is the set of activities and objectives wherein OHDC Member-Patients will provide their OHDC Cooperative Stock Number (OHDCSN) to their providers of health care and direct those providers to share anonymously with the OHDC Search and Aggregation process, the Member’s electronic health records and self generated health information, using only the OHDCSN as an identifier of the Members’ records, so accumulation of OHDC Members’ health information is able to be done in order to allow valid, non-biased, non-confounded outcome research of the OHDC aggregated member longitudinal health records. The OHDC Learning Health System is described in the reference above titled “Guiding Principles of the OHDC Learning Health System” for the Our Health

Data Cooperative (OHDC) and may be amended to include those activities established in collaboration with the OHDC advisory boards, and under the direction of OHDC Chairman.

- 1.7 **"OHDC Charter Associate Principal Member"** shall mean those Our Health Data Cooperative Associate Members who have paid an additional fifteen thousand dollars (\$15,000) (or a total of twenty-five thousand (\$25,000) dollars in annual fees) and who agree to support Our Health Data Cooperative among their stakeholders by allowing access to data they control about OHDC Members, using the Member's Cooperative Stock Number as an anonymous identification.
- 1.8 **"OHDC Charter Associate Principal Plus Member"** shall mean those OHDC Principal Associate Members who have paid an additional annual fee of \$25,000 above their regular membership for a total annual contribution of \$50,000 and who agree to support Our Health Data Cooperative among their stakeholders by allowing access to data they control about OHDC Members, using the Member's Cooperative Stock Number as an anonymous identification.
- 1.9 **"OHDC Charter Associate Member"** shall mean those Our Health Data Cooperative Associate Members who have paid the OHDC annual membership fee of \$10,000 and who agree to support Our Health Data Cooperative among their stakeholders by allowing access to data they control about OHDC Members, using the Member's Cooperative Stock Number as an anonymous identification.
- 1.10 **"OHDC Member"** shall mean individual OHDC Patient Members.
- 1.11 **"OHDC Affiliate Member"** shall mean those Our Health Data Cooperative Associate Members whose membership contribution is either less than \$10,000 in cash or in the form of in-kind contributions and who agree to support Our Health Data Cooperative among their stakeholders by introducing their patient/stakeholders/employees/members to OHDC, and allowing access to the OHDC members to retrieve their data, using the PKB system. .
- 1.12 **"OHDC Associate Member Combined Understood Researched E-records (AMCURE™) Core Research"** is the research conducted within the OHDC Accumulated Data which is sponsored by the Our Health Data Cooperative Associate Member fees.
- 1.13 **"OHDC Non-Associated Member Access to Data (NAMAD™) Non-Core Research"** is the research that is not directly supported by the OHDC membership fees. The research is relevant to the OHDC Strategic Plan. The work may be sponsored by universities, industries, or government agencies, with projects directly funded to OHDC. OHDC NAMAD™ Research will be regulated by separate contracts and administered through the Research Committee of OHDC. This Agreement does not pertain to the OHDC NAMAD™ Research.
- 1.14 **"Industrial Background Technology"** shall be those patents or copyrights owned by an OHDC Charter Associate Member or Charter Associate Principal / Principle Plus Member for which a license is required to conduct research in the OHDC AMCURE™ Research program or to practice Subject Data Rights.
- 1.15 **"Industry Advisory Board" or "IAB"** means the group which is composed of one representative for each OHDC Charter Associate Principle Member or Charter Associate Principle Plus Member and a number of representatives elected among the Charter Associate Members. The number of representatives for Associate Members will be equal to 20% of the total number of Charter Associate Principle/Charter Associate Principle Plus Members, or the total number of Charter AP/Charter AP Plus Members minus one (1), whichever is smaller. Each representative will have one vote. Each elected representative will serve a two-year term. The IAB will nominate and vote on IAB Members that will serve, for two year terms, on the AMCURE™ DATA EXCHANGE Advisory Board, along with OHDC Elected Members.
- 1.16 **"Information Transfer Activities"** consist of activities that promote the use of information/technology and/or disease and injury treatments derived from the OHDC AMCURE™ Core Research program. These activities may include, but are not limited to, Our Health Data Cooperative and industry disease and injury treatment outcomes; demonstrative software/hardware prototypes (instead of testbed programs); publications; conferences; seminars;

workshops; short courses; technology transfer networks; development of health care provider, and continuing education training programs. These activities may also include joint projects with industry, as well as other activities conducted as OHDC NAMAD™ Research as deemed appropriate.

- 1.17 “**OHGrading System™**” means the Patent Pending system for defining grades of data records so the individual record producer may understand the market value of their data, based on users of the data desire for the particular type of data the record reflects so that Outcomes Research Studies based on Big Data sets of data can better be replicated as there mix of various grades of the records used can be accessed by subsequent researchers.

## **ARTICLE 2 - OHDC RESEARCH AND INFORMATION TRANSFER ADMINISTRATION**

- 2.1 OUR HEALTH DATA COOPERATIVE shall use its best efforts to organize, direct, and administer the Learning Health System and AMCURE™ Programs in accordance with the terms and conditions of this Agreement. OUR HEALTH DATA COOPERATIVE shall include the terms of this Agreement in any subcontracts for research to be conducted under the auspices of OHDC AMCURE™ Core Research.
- 2.2 The OHDC Chairman, or their designate, will manage the overall activities of OHDC Learning Health System and AMCURE™ programs; will work with the IAB to develop strategic plans and to formulate the OHDC AMCURE™ Core Research program; will establish the operating and research budget of OHDC AMCURE™ Core Research with the advice of the OHDC Research Committee and IAB; and will direct the OHDC Learning Health System and AMCURE™ programs.
- 2.3 The OHDC Chairman will appoint the OHDC Learning Health System Program Director who will manage the day-to-day Information Transfer Activities; work with IAB to develop the AMCURE™ DATA EXCHANGE and OHGrading System™ rules; will assist the OHDC Chairman and Chair-IAB in coordinating the work of IAB; will establish the operating budget for the Information Transfer Activities; and will administer and promote the Our Health Data Cooperative Learning Health System and AMCURE™ programs.
- 2.4 The IAB shall meet at least annually to review and make recommendations on all aspects of the OHDC Programs.

## **ARTICLE 3 – CHARTER (ASSOCIATE, PRINCIPLE AND PRINCIPLE PLUS) MEMBER BENEFITS**

- 3.1 Reports, papers, theses, and dissertations produced as the result of OHDC AMCURE™ Core Research, and Learning Health System, programs will be made available free of charge to all OHDC Charter Associate Principle /Charter Associate Principle Plus and Associate Members in a timely manner via the OHDC website and mobile applications
- 3.2 AMCURE™ DATA EXCHANGE Lifetime Membership, subject to terms of Article 5.2.
- 3.2 OHDC will organize an annual conference to present previous year’s research results. Conference registration will be free for Our Health Data Cooperative Charter Associate Principle, Charter Associate Principle Plus and Associate Members.
- 3.3 a. Charter Associate Principle Plus Members may participate in up to 10 annual OHDC AMCURE™ studies at no cost and receive at a 20% discount on all other studies they participate in as well as a 20% discount on any licensing of IP created by the OHDC Learning Health System.
- 3.3 b. Charter Associate Principle Members may participate in up to 5 annual OHDC AMCURE™ studies at no cost and receive at a 20% discount on all other studies they participate in as well as a 20% discount on any licensing of IP created by the OHDC Learning Health System.
- 3.3 c. Associate Members may participate in up to 1 annual OHDC AMCURE™ study at no cost and receive at a 20% discount on all other studies they participate in as well as a 20% discount on any licensing of IP created by the OHDC Learning Health System.

- 3.4 Representatives of OUR HEALTH DATA COOPERATIVE may meet with representatives of the OHDC Charter Associate Principle, Charter Associate Principle Plus and Associate Members at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of the OHDC Program. OHDC Chairman and the Learning Health System Program Director will assist in these communications and undertake such other duties in consultation with the IAB.
- 3.5 OHDC Charter Associate Principle, Charter Associate Principle Plus and Associate Members will have direct and continuous links with OHDC researchers.
- 3.6 OHDC Charter Associate Principle, Charter Associate Principle Plus and Associate Members recognize that publication is a necessary and integral part of OUR HEALTH DATA COOPERATIVE'S research policy. Researchers engaged in the OHDC Learning Health System Programs shall share all their findings with the OHDC and be permitted to present the methods and results of the OHDC AMCURE™ Core Research and Learning Health System program at symposia, national or regional professional meetings, and in journals, theses and dissertations.

#### **ARTICLE 4 - COSTS AND BILLINGS**

- 4.1 The annual fee for OHDC Charter Associate Members is ten thousand dollars (\$10,000); the annual fee for OHDC Charter Associate Principle Members is twenty five thousand dollars (\$25,000); the annual fee for OHDC Charter Associate Principle Plus Members is fifty thousand dollars (\$50,000); and these fees shall be considered unrestricted cash.
- 4.2 OUR HEALTH DATA COOPERATIVE shall submit an initial invoice to the Charter Associate Principle, Charter Associate Principle Plus or Charter Associate Members for their respective payment of the first year annual fee within thirty (30) days after this Agreement becomes effective. For the subsequent years, OUR HEALTH DATA COOPERATIVE shall provide the Charter Associate Principle, Charter Associate Principle Plus and Charter Associate Members with an invoice sixty (60) days prior to the Agreement anniversary date. Invoices will be due and payable thirty (30) days after the Charter Associate Principle, Charter Associate Principle Plus or Charter Associate Members' receipt thereof.
- 4.3 The OHDC Finance Director shall maintain all Charter Associate Principle, Charter Associate Principle Plus and Charter Associate Members fees in a separate account and shall expend such funds for the Learning Health System, AMCURE™ fees, wages, supplies, equipment, travel, and other operating expenses in connection with the OHDC and Learning Health System programs. The title to all things produced or purchased for the OHDC Learning Health System Program, or things provided as part of in-kind contributions, shall reside with OUR HEALTH DATA COOPERATIVE.

#### **ARTICLE 5 – TERM, TERMINATION, AND OTHER CONDITIONS**

- 5.1 The term of this Agreement shall begin on the Effective Date, as specified in the first paragraph of this Agreement, shall run for a period of one year, and shall automatically renew for additional one-year terms until such time as MEMBER cancels its membership in accordance with Section 5.2.
- 5.2 As a reminder, OHDC will send renewal invoices to CHARTER (ASSOCIATE, PRINCIPLE OR PRINCIPLE PLUS) MEMBER at least two months prior to each anniversary of the membership period listed in the first paragraph of this Agreement. Charter Associate Principle, Charter Associate Principle Plus or Charter Associate Members may withdraw from the Our Health Data Cooperative at any time prior to the end of the current term by giving OUR HEALTH DATA COOPERATIVE written notice to that effect at least two months prior to the end of the current term. In that case, Charter Associate Principle, Charter Associate Principle Plus or Charter Associate Members will not be obligated to make membership fee payments for the following years and their AMCURE™ DATA EXCHANGE MEMBERSHIP will expire upon the date of the third anniversary of the notification of withdraw, unless minimum annual established payments are made to OHDC as established by the AMCURE™ DATA EXCHANGE Advisory Board from time to time.
- 5.3 In the event that any party commits a material breach or default in any of the terms or conditions of this

Agreement, and that party fails to remedy that default or breach within sixty (60) days after receipt of notice from another party, the party giving notice may, at its option terminate the Agreement effective within another sixty (60)-day period. The provisions of Articles 6 and 7 of this Agreement will survive any withdrawal for cause, but only with respect to portions of the OHDC Program results completed prior to the withdrawal.

- 5.4 In any event, early withdrawal will not entitle the Charter Associate Principle, Charter Associate Principle Plus or Associate Members for refund on a pro-rata basis, unless the OHDC Program is terminated at which time all memberships will terminate.

#### **ARTICLE 6 - RELATIONSHIP OF PARTIES**

- 6.1 Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing. Neither party shall use any other party's name in any advertising promotional or sales literature without the prior written consent of the party whose name is used.
- 6.2 Nothing contained in this Agreement shall be construed as establishing, nor is it any party's intent to establish, a partnership or any joint obligations between OUR HEALTH DATA COOPERATIVE and Charter Associate Principle, Charter Associate Principle Plus or Associate Members. Each party hereto retains the right to conduct its own business as it sees fit. Further, nothing contained herein shall be interpreted or construed as precluding the Charter Associate Principle, Charter Associate Principle Plus or Associate Members from carrying out its own independent research directed towards the objectives of the OHDC Learning Health System Program, and no other OHDC Charter Associate Principle, Charter Associate Principle Plus or Associate Members shall have any rights whatsoever with respect to the results thereof.

#### **ARTICLE 7 - WARRANTY AND LIABILITY**

- 7.1 OUR HEALTH DATA COOPERATIVE warrants and represents that OUR HEALTH DATA COOPERATIVE has adequate liability self-insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by OUR HEALTH DATA COOPERATIVE. OUR HEALTH DATA COOPERATIVE has no liability insurance policy as such that can extend protection to any other person.
- 7.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.
- 7.3 OUR HEALTH DATA COOPERATIVE warrants that it has the rights to perform the OHDC Learning Health System and AMCURE™ Programs.

#### **ARTICLE 8 - MISCELLANEOUS**

- 8.1 To the extent this Agreement is covered by Executive Order 11246, as amended, and its implementing regulations, the Equal Opportunity Clause set forth in Section 202 of such Order is hereby incorporated by reference.
- 8.2 This Agreement may be assigned by either party to any of its Affiliates or to a successor to the Charter Associate Principle, Charter Associate Principle Plus and Charter Associate Members, but may not otherwise be assigned without the party's prior written consent which will not be unreasonably withheld.
- 8.3 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition or any other term or condition by the other party.
- 8.4 Each clause of this Agreement is a distinct and severable clause, and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Agreement will



not be affected thereby.

- 8.5 This Agreement shall be governed by the laws of the State of Minnesota without regard to Minnesota law regarding choice of law or other conflict of laws.
- 8.6 This Agreement sets forth the entire understanding between OUR HEALTH DATA COOPERATIVE and Charter Associate Principle, Charter Associate Principle Plus, Charter Associate Members and OHDC Affiliate Member with respect to the OHDC Learning Health System and AMCURE™ Programs, and supersedes, cancels, and merges all prior or contemporaneous communications, negotiations, understandings, and agreements relating thereto. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by the authorized representatives of each party.
- 8.7 It is understood that all parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, Confidential Information, proprietary technical data or source code, collectively hereafter referred to as "Items." Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party's contracting representative in writing of the Items and applicable export controls. Receiving party shall have the right to decline or limit the receipt of such Items, and any research requiring receipt of such Items. The transfer of Items may require a license from the cognizant agency of the U.S. government. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement.

In consideration of the foregoing terms and conditions, OUR HEALTH DATA COOPERATIVE and the OHDC Affiliate Member, Charter Associate Principle, Charter Associate Principle Plus or Charter Associate Members have executed this Agreement in duplicate, originals of which shall be of equal dignity.

OHDC Affiliate Member  
 Charter Associate Principle,  
 Charter Associate Principle Plus  
 Charter Associate Members  
**(Circle Appropriate Classification)**

**OUR HEALTH DATA COOPERATIVE**

By: \_\_\_\_\_  
 Typed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Typed Name: Patrick Joseph Grant  
 Title: Chairman, Our Health Data Cooperative  
 Date: \_\_\_\_\_