

Participation Agreement

Women's Health Project: Postpartum Care Services
SA25 County of Monterey Health Department

Project Lead:

National Association of Community Health Centers (NACHC)
OCHIN Site Lead (PI): Anisha Abdul-Ali DNP, MPH, BSN, RN

This Participation Agreement ("PA") is made between OCHIN and ("Monterey Health Department") ("Member"), each wishing to establish a cooperative relationship. OCHIN and Member are collectively referred to as the "Parties" or individually as a "Party." This PA shall be effective upon the signature of both parties' authorized officials.

WHEREAS, OCHIN has been engaged by the National Association of Community Health Centers (NACHC) ("Project Lead") to provide certain assistance with respect to Improving Adult Influenza Vaccination & Routine Vaccination Services for Adults ("Project"), as is further described below.

WHEREAS Member is a part of the OCHIN community and wishes to contribute to and participate in the Project as specified in this PA.

NOW THEREFORE, OCHIN and Member, as Parties to this PA, agree as follows:

1. Project Scope

1.1 *Purpose:* Building health center capacity to optimize care gaps by implementing an evidence-based quality improvement (QI) initiative to improve health outcomes for postpartum women.

1.2 *Project Activities and Goals.* Project Lead and the Parties intend to collaboratively pursue the following research activities and goals:

1.2.1 Support the design, implementation, and scaling of clinical decision support (CDS) tools and strategies within the OCHIN Epic electronic health record (EHR) with the goal of maximizing tracking, care, and patient follow-up in the postpartum period. Foundational work and implementation of evidence-based protocols and interventions will include:

- (a) Identify improvement opportunities and process measures.
- (b) Review baseline data for postpartum care services to identify priority core and elective intervention strategies for implementation and/or optimization.
- (c) Participate in regular monthly meetings with OCHIN to review QI strategy (Mar – Jul 2022).

(d) Provide input on OCHIN CDS tools and Epic build (e.g., postpartum express lane, OB dashboard, etc.) and implement EHR QI.

(e) Increase knowledge of clinical workflows, measures, and CDS tools related to postpartum care.

1.3 *Leadership.* The Project will be directed by AnnMarie Overholser, MD and Michele Whitt, MD, MS, MBA, FACOG as Clinical Informatics Leads with oversight from the OCHIN Site Lead.

1.4 *Oversight.* The Project is exempt as a QI project collecting no PHI.

1.5 *Duration.* The Project will be conducted 3/25/22-7/31/22.

2. Activities & Responsibilities

2.1 *Point of Contact.* Each Party will designate an individual to serve as a primary point of contact with respect to Member's participation in the Project.

Organization	Name	Role	Email
OCHIN	AnnMarie Overholser, MD	Clinical Informatics/Project Lead	overholsera@ochin.org
OCHIN	Michele Whitt, MD, MS, MBA, FACOG	Clinical Informatics/Project Lead	whittm@ochin.org
OCHIN	Anisha Abdul-Ali, DNP, MPH, BSN, RN	Site PI Lead	abdul-alia@ochin.org
OCHIN	Craig Stark	Data Analyst	starkc@ochin.org
OCHIN	Seren Karasu, MPH	Project Manager	karasus@ochin.org
Member	Alicia Ventura, MD	Physician	venturaac@co.monterey.ca.us
Member	Caroline Kennedy, MD	Physician/Medical Director	KennedyCI@co.monterey.ca.us
Member	Berenice Perez	QI Manager	PerezB2@co.montereyl.ca.us

2.2 Member Engagement

2.2.1 Have at least one representative available to attend remote NACHC facilitated project team meetings to be scheduled at mutually agreeable times to review progress on the project. These meetings will occur approximately once per month during the active project period.

2.2.2 Project timeline:

#	Name	Description	Level of effort	Timeline
1.	<i>Identify improvement opportunities and process measures.</i>	<i>Assess current infrastructure, care delivery, and clinical expertise that impact the area of interest; identify priority core and elective intervention strategies for implementation and/or optimization.</i>	<i>1 hour</i>	<i>Mar 2022</i>
2.	<i>Review baseline data.</i>	<i>Review baseline data for postpartum care services to identify priority core and elective intervention strategies for implementation and/or optimization.</i>	<i>1 hours</i>	<i>Mar 2022</i>
3.	<i>Design, implement, and track metrics; share challenges and successes.</i>	<i>Participate in regular monthly meetings with OCHIN to review QI strategy.</i>	<i>6 hours</i>	<i>Mar – Jul 2022</i>
4.	<i>EHR quality improvement.</i>	<i>Provide input on OCHIN CDS tools and Epic build (e.g., postpartum express lane, OB dashboard, etc.)</i>	<i>6 hours</i>	<i>Mar-Jul 2022</i>
5.	<i>Increase overall knowledge.</i>	<i>Increase knowledge of clinical workflows, measures, and CDS tools related to postpartum care.</i>	<i>6 hours</i>	<i>Mar-Jul 2022</i>

3. Data Sharing

3.1 The Parties agree that protected health information, as defined at 45 CFR 160.103 (“PHI”), of Member’s patients will be shared in connection with the Project, as follows:

3.2 *Service Area Sharing Policy.* OCHIN is permitted to share service area, clinic and/or department-level identified information with the external partners listed above, as part of this quality improvement project, provided they are bound by the same confidentiality provisions that OCHIN has with you.

4. Compensation & Benefits

4.1 By participating, Member is providing its staff and patients an opportunity to contribute to scientific knowledge about improving adult influenza vaccination.

4.2 In recognition of Member's contribution to the Project, OCHIN will pay member a \$10,000 impact fee as described below:

1. Member will invoice OCHIN to receive payment.
2. A total of \$10,000 will be provided to participating health centers through this grant funding.
3. The first \$5,000 will be made available at initiation of the project.
4. The second \$5,000 will be available at the completion of the project window.

5. General Terms

5.1 *Term.* This PA shall remain in effect for five (5) years from the Effective Date. Either Party may terminate this PA by providing at least [thirty (30)] days' prior written notice to the other Party.

5.2 *Amendments.* This PA may be amended only in writing, signed by each Party's authorized signatory.

5.3 *Confidentiality.* In the course of the activities contemplated by this PA, a Party may disclose Confidential Information to the other Party. Unless otherwise agreed in writing, "Confidential Information" includes any and all information, correspondence, financial statements, records, data, or information that is or would reasonably be understood to be competitively sensitive and generally not known to the public, including formulations, analysis, inventions, improvements, patient records, and activities of the disclosing Party and other documents that are marked as confidential or proprietary and are transmitted or communicated by the disclosing Party to the receiving Party. Except for PHI, which is always deemed Confidential Information, Confidential Information does not include information that (a) is publicly known at the time of the disclosure, (b) is lawfully received by the receiving Party from a third party which does not have confidentiality obligations to the disclosing Party, (c) the receiving Party can demonstrate was in its possession or known prior to receipt from the disclosing Party, or (d) is independently developed by the receiving Party without use of the Confidential Information. Confidential Information shall be received and treated in confidence, and shall not be used except as necessary to perform the activities contemplated in this PA and shall not be further disclosed except as permitted by Article 3 or Section 6.8 herein without prior written consent of the disclosing Party; provided that, if a receiving Party is required by law to disclose Confidential Information, the receiving Party shall notify the disclosing Party and reasonably cooperate with the disclosing Party's efforts to prevent disclosure.

5.4 *Compliance.* The Parties will each abide by applicable laws, including, without limitation, the disclosing and handling of intellectual property, developed technologies, and Confidential Information, including PHI.

5.5 *Indemnification.* Each Party agrees to hold harmless and indemnify the other Party and its officers, agents and employees from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising out of the activities under this PA, but only to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party.

5.6 *Notice.* All notices permitted or required by this PA shall be in writing; given by registered or certified mail, postage prepaid, or delivered by nationally recognized courier service; addressed to the addresses set forth below the signature lines, or such other address for which a Party may provide notice in accordance with this Section from time to time; and deemed effective upon receipt by the receiving Party.

5.7 *Relationship.* The relationship of the Parties is that of independent contractors. Neither Party is the partner, joint venturer, or agent of the other, and neither Party has authority to make any statement, representation, commitment, or action which would bind the other without prior written authorization. Each Party shall be solely responsible for any wages, employment taxes, fringe benefits and work schedules of its own employees or agents.

5.8 *Publication.* Subject to Section 5.3 above, OCHIN and/or Project Lead may, at their respective discretion, release information or publish any data, writings, or material resulting from the Project, or use such information or publications in any way for their educational and research purposes.

5.9 *Independent Inquiry.* Nothing in this PA is intended or shall be construed as limiting any Party’s right to engage in similar research, whether independently or pursuant to grants, contracts, or other agreements with third parties.

5.10 *Governing Law.* This PA is made in accordance with and shall be governed and construed under the laws of the State of Oregon, without regard to conflicts of laws principles.

5.11 *Other Agreements.* This PA is not intended to conflict or supersede any term of the [OCHIN Membership Agreement] between OCHIN and Member (“Agreement”). In the event of a conflict between this PA and the Agreement with respect to matters specifically pertaining to the Project, this PA shall control.

County of Monterey Health Department

OCHIN, Inc.
DocuSigned by:

Sean Whiteley-Ross

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4/4/2022

By:

By: Sean Whiteley-Ross

Title:

Title: CFO

Address: 1270 Natividad Rd., Salinas, CA
93906

Address: PO Box 5426, Portland, OR 97228-
5426

Approved as to Legal Form:

DocuSigned by:
By: Stacy Saitta
COECE1B99F444A9...
Chief Deputy County Counsel

Date: 4/5/2022 | 2:59 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
By: Burcu Mousa
811C333363B9474...
Auditor-Controller

Date: 4/11/2022 | 8:31 AM PDT