

**Amendment No. 1
To
Agreement By and Between
County of Monterey and Oregon Community Health Information Network, Inc.
(OCHIN)**

This Amendment No. 1 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “Member” or “County”, and Oregon Community Health Information Network, Inc., hereinafter referred to as “CONTRACTOR” or “OCHIN”.

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement for the utilization of a combined Electronic Medical Record (EMR) and Practice Management (PM) System for the term of September 1, 2018 to August 31, 2023 and a contract amount not to exceed \$6,700,000 (“Agreement”); and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to replace the Organized HealthCare Arrangement Terms to be aligned with the updated document that is provided to all agencies participating in OCHIN; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to provide a detailed breakdown of COUNTY and CONTRACTOR engagement relative to services provided during the term of this Agreement.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. **EXHIBIT A, Section A-6 – Organized HealthCare Arrangement Terms** is replaced in its entirety by Amendment No. 1 to EXHIBIT A, Section A-6.1 Organized HealthCare Arrangement Terms. All references in the Agreement to EXHIBIT A, Section A-6 shall be construed to refer to Amendment No. 1 to EXHIBIT A, Section A-6.1
2. **New EXHIBIT A, Section A-12 – Optional Professional Services** is added to this Agreement.
3. **New EXHIBIT A, Section A-13 – Charges and Payment Terms** is added to this Agreement.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 1 shall be attached to the Agreement.
6. The effective date of this AMENDMENT No. 1 is July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY (MEMBER)

OCHIN

By: _____
Contracts/Purchasing Officer

Date: _____

DocuSigned by:
Elsa Jimenez
By: _____
C7A30BA59CA8423...
Elsa Jimenez, Director of Health
Department of Health

10/5/2020 | 11:46 AM PDT
Date: _____

Approved as to Legal Form:

DocuSigned by:
Stacy Saetta
By: _____
C0ECE1B99F444A9...
Stacy L. Saetta, Deputy County Counsel

10/1/2020 | 4:43 PM PDT
Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
By: _____ Chief Deputy Auditor-Controller
D3834BFEC1D8449...
Auditor-Controller
Date: 10/1/2020 | 4:56 PM PDT

DocuSigned by:
Abby Sears
By: _____
707B54B4A65144A...

Name: Abigail Sears

Title: CEO

Date: 9/24/2020 | 8:38 AM PDT

DocuSigned by:
Sean Whitley-Ross
By: _____
F955848C7B9D48B...

Name: Sean Whitley-Ross

Title: CFO

Date: 9/24/2020 | 8:36 AM PDT

Exhibit A.6.1 Organized Health Care Arrangement Terms

Unless otherwise defined, capitalized terms in this exhibit have the meanings given on the Cover Pages or the other exhibits.

Purpose.

- 1.1 **OHCA Established.** The Organized Health Care Arrangement ("OHCA") described herein is established, in accordance with the HIPAA Standards for Privacy of Individually Identifiable Health Information set forth at 45 C.F.R. Subtitle A, Subchapter C, Parts 160 and 164 (hereafter the "Privacy Rules") for the purpose of better serving County patients and enhancing the benefits of information technology services provided by CONTRACTOR, including joint quality improvement and assessment activities conducted by CONTRACTOR in conjunction with County and other OCHIN Members participating in the OHCA (hereafter collectively the "OHCA Participants").
- 1.2 **Limitations.** The OHCA described herein is established for the sole and limited purpose of meeting the OHCA requirements set forth in the Privacy Rules. County shall exercise medical judgment free of any direction or control by CONTRACTOR or the OHCA Participants. The OHCA described herein shall not be construed to (a) constitute a partnership, joint venture, or other common undertaking of any kind whatsoever, or (b) allow any party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

2. Obligations of County.

- 2.1 **Compliance with OHCA Exhibit; Amendments.** County understands and agrees that compliance with this exhibit is required to permit County's ongoing use of the CONTRACTOR practice management or electronic medical record systems. Further, County agrees that amendments to this exhibit approved by a majority vote of the OHCA Participants will become binding and enforceable thirty (30) days following written notice to County (the "Amendment Notice Period"), provided that County continues to use either CONTRACTOR's practice management or electronic medical record system following the Amendment Notice Period.
- 2.2 **Compliance with HIPAA.** County is responsible for County's own compliance obligations under HIPAA and any other applicable law or regulation including without limitation the obligation to prepare, use, and distribute a notice of privacy practices consistent with the requirements of the Privacy Rules. Other than the limited responsibilities as an OHCA Participant described herein, neither CONTRACTOR nor any OHCA Participant is undertaking any responsibility whatsoever in relation to compliance obligations of County.
- 2.3 **Standards and Guidelines.** As a participant in the OHCA, County agrees to abide by the terms of this exhibit, as well as the standards and guidelines for the development of privacy and security policies that may be approved from time to time by the OHCA Participants in consultation with CONTRACTOR.
- 2.4 **Inclusion of OHCA Terms in Notice.** As a condition of County's participation in the OHCA, County agrees to include the following terms within County's notice of privacy practices and to distribute such notices in accordance with the Privacy Rules:

County is part of an organized health care arrangement including participants in OCHIN. A current list of OCHIN participants is available at www.ochin.org as a business associate of County OCHIN supplies information technology and related services County and other OCHIN participants. OCHIN also engages in quality assessment and improvement activities on behalf of its participants. For example, CONTRACTOR coordinates clinical review activities on behalf of participating organizations to establish best practice standards and assess clinical benefits that may be derived from the use of electronic health record systems. CONTRACTOR also helps participants work collaboratively to improve the management of internal and external patient referrals. Your personal health information may be shared by County with other OCHIN participants or a health information exchange only when necessary for medical treatment or for the health care operations purposes of the organized health care arrangement. Health care operation can

include, among other things, geocoding your residence location to improve the clinical benefits you receive.

The personal health information may include past, present and future medical information as well as information outlined in the Privacy Rules. The information, to the extent disclosed, will be disclosed consistent with the Privacy Rules or any other applicable law as amended from time to time. You have the right to change your mind and withdraw this consent, however, the information may have already been provided as allowed by you. This consent will remain in effect until revoked by you in writing. If requested, you will be provided a list of entities to which your information has been disclosed.

3. **Termination.** A County's participation in the OHCA described herein shall terminate automatically to the extent this agreement is terminated. Except as described below, County shall not be entitled to voluntarily withdraw from the OHCA described herein while maintaining services under the terms of this agreement.
4. **Indemnification.** County shall defend, indemnify, and hold CONTRACTOR and each OHCA Participant harmless from and against any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation any reasonable attorneys' fees and costs, that CONTRACTOR or any other OHCA Participant may incur directly or indirectly resulting from any actions or omissions of County, its agents or subcontractors, based on County's failure to perform its obligations under this exhibit.
5. **Third Party Beneficiaries.** All OHCA Participants are third party beneficiaries of the obligations set forth in this exhibit, including but not limited to the contractual indemnity provisions set forth in Section 4 above.

EXHIBIT A-12

Optional Professional Services

The professional services covered by this Exhibit A-12 are those professional services for technical support and technical consulting for customizations requested by County, which are not included in the recurring maintenance and Electronic Health Records system subscription charges. Additional professional services shall be on an “as-needed” and “as-approved” basis by County.

A. Requirements to initiate services in this category are as follows:

- County shall submit a request for quote in writing to CONTRACTOR.
- CONTRACTOR shall provide a written quote with a project task list that identifies the cost and services to be performed, subject to review and approval by the County Administrator or designee specified in Section 14.01 of this Agreement.
- Upon written approval of quote by the Contract Administrator or designee specified in Section 14.01 of this Agreement, County shall adjust the associated purchase order, as necessary, and services will commence.
- All payments shall be on an “as-incurred” basis. CONTRACTOR shall issue monthly invoices for services, pursuant to Section 6.0 of the Agreement, with the following information to be provided as applicable:
 - Requestor
 - Reference to Quote #
 - Date of Service
 - Hours if applicable and charges are based upon hourly rate
 - Additional licensing if applicable

EXHIBIT A-13 Charges and Payment Terms

A. The following table reflects the total costs under this Agreement.

	Qty	Monthly Amount	9/1/2018 - 8/31/2019	9/1/2019 - 8/31/2020	9/1/2020 - 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2018 - 8/31/2023
Electronic Health Records (EHR) Subscription			\$1,154,913	\$1,154,913	\$1,154,913	\$1,154,913	\$1,154,913	
PM Visit Counts	20,078	\$49,392	\$592,703	\$592,703	\$592,703	\$592,703	\$592,703	
EMR Visits	20,078	\$35,137	\$421,638	\$421,638	\$421,638	\$421,638	\$421,638	
Care Everywhere	-	\$0	\$0	\$0	\$0	\$0	\$0	
CareMessage	1	\$5,417	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	
My Chart	800	\$2,080	\$24,960	\$24,960	\$24,960	\$24,960	\$24,960	
OCHIN Link	1	\$1,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	
Identity	3	\$75	\$900	\$900	\$900	\$900	\$900	
Clearinghouse	1	\$2,771	\$33,255	\$33,255	\$33,255	\$33,255	\$33,255	
Clearinghouse Administration Fees	1	\$139	\$1,663	\$1,663	\$1,663	\$1,663	\$1,663	
Duo Security	56	\$233	\$2,796	\$2,796	\$2,796	\$2,796	\$2,796	
EHR Module Licensing Subscription			\$11,666	\$11,666	\$11,666	\$11,666	\$11,666	
Clarity Designer	7	\$154	\$1,848	\$1,848	\$1,848	\$1,848	\$1,848	
Clarity Scheduler	8	\$104	\$1,248	\$1,248	\$1,248	\$1,248	\$1,248	
Concurrent Viewing License	1	\$7	\$83	\$83	\$83	\$83	\$83	
High Capacity Scanner	13	\$270	\$3,237	\$3,237	\$3,237	\$3,237	\$3,237	
Indexing Only Scanner	30	\$188	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	
Document Management	1	\$250	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
Maintenance			\$106,310	\$106,310	\$106,310	\$106,310	\$106,310	
Data Extracts Maintenance	1	\$180	\$2,160	\$2,160	\$2,160	\$2,160	\$2,160	
Front Desk Scanner Maintenance	38	\$950	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400	
Interface Maintenance	9	\$6,390	\$76,680	\$76,680	\$76,680	\$76,680	\$76,680	
Monthly Connectivity	1	\$115	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	
Zoom Maintenance	415	\$4	\$50	\$50	\$50	\$50	\$50	
Monthly Reporting Service	1	\$500	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	
Replication Services	1	\$720	\$8,640	\$8,640	\$8,640	\$8,640	\$8,640	
Reserved Services: Professional and/or Technical Consulting Services or Additional Licensing & Optional Services needed during the course of Agreement on an "as-needed" and "as-approved" basis by County.								\$335,554
			\$1,272,889	\$1,272,889	\$1,272,889	\$1,272,889	\$1,272,889	\$335,554

- B. Yearly subtotals are based upon the estimated EHR subscription, EHR Module Licensing Subscription and Maintenance, and Professional Services that may be requested by County on an "as-needed" basis by County.
- C. For the services described in this agreement, the maximum obligation of the County will be **\$6,700,000**. The payment conditions as specified in Section 6 of the body of this Agreement shall apply.
- D. County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- E. Invoices shall be submitted by CONTRACTOR to County monthly.
- F. Invoices shall be submitted to:

Physical Mail delivery:
 Monterey County Health Department FQHC Clinics
 Attn: ACCOUNTING
 1441 Schilling Place South Building, First Floor Salinas, CA 93901

Email delivery: CS_Finance@co.monterey.ca.us

ROUTING FORM – RQN #: _____ **Date:** 10/01/20

AGREEMENT AMENDMENT BOARD REPORT FOR PRE-APPROVAL

Vendor Name: OCHIN

Vendor Code: CV *0217

Title/Brief Description of Document: Amendment No. 1, for combined electronic medical record (EMR) and Practice Management (PM)_ system for Health Clinic Services

Originating Dept: Health

Dept Contact WITH Phone #: Frances Stevens, x4532

This Agreement or Amendment requires Board Approval: Yes No

AGREEMENT TYPE

<input type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNS – Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	RQBNB – Non-Standard Board Agreement
<input checked="" type="checkbox"/>	RQNIT – IDT Standard Agreement	<input type="checkbox"/>	RQNIN – IDT Non-Standard Agreement
<input checked="" type="checkbox"/>	Insurance & Endorsement Attached	<input checked="" type="checkbox"/>	VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*
Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD (for all ITD related contracts)	^{DS} PP		10/1/2020 3:31 PM PDT
2nd	County Counsel (required)	^{DS} SS		10/1/2020 4:43 PM PDT
3rd	Risk Management (non-standard insurance and/or indemnity provisions)		N/A	
4th	Auditor-Controller (required)	^{DS} GG		10/1/2020 4:56 PM PDT
5th	Contracts/Purchasing (required)	^{DS} GE		10/5/2020 8:24 AM PDT
	Return to Originating Department Instructions		.DOCUSIGN	Thanks!

* If one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.