

AMENDMENT NO. 1 TO PRACTICE MANAGEMENT SYSTEM AGREEMENT

This Amendment No. 1 to Practice Management System Agreement ("Agreement") is made and entered into by and between the County of Monterey, on behalf of the Health Department, hereinafter referred to as Member, and the Oregon Community Health Information Network, Inc. ("OCHIN").

WHEREAS, the Agreement is amended to permit Member to meet the requirements of the Organized Health Care Arrangement ("OHCA") set forth in the Health Insurance Portability and Accountability Act ("HIPAA") Standards for Privacy of Individually Identifiable Health Information set forth at 45 C.F.R. Subtitle A, Subchapter C, Parts 160 and 164.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 15.3 HIPAA is amended as follows:

In performing their obligations under this agreement, Member and OCHIN will comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"). Without limiting the generality of the foregoing, Member and OCHIN agree to comply with the HIPAA compliance terms set forth in Exhibits D and D-A to this agreement, and the Organized Health Care Arrangement Terms ("OHCA Terms") set forth in Exhibit H. OCHIN represents that it also has obtained or is obtaining the agreement of other participants in the OCHIN that they will comply with applicable provisions of HIPAA and OHCA Terms.

2. Exhibit H: Organized Health Care Arrangement Terms ("Exhibit H") is added to and made part of the Agreement. A copy of Exhibit H is attached hereto and is incorporated herein by reference.

OCHIN:

By: _____

Abby Sears
Chief Executive Officer

Date: _____

Member:

By: _____

Len Foster
Director of Monterey County Health
Department

Date: _____

APPROVED AS TO FORM:

Carol Ford, Chair
OCHIN Board of Directors
Date:

management of internal and external patient referrals. Your health information may be shared by The County of Monterey with other OCHIN participants when necessary for health care operations + purposes of the organized health care arrangement.

3. **Termination.** A Member's participation in the OHCA described herein shall terminate automatically to the extent this agreement is terminated. Except as described below, Member shall not be entitled to voluntarily withdraw from the OHCA described herein while maintaining services under the terms of this agreement.
4. **Indemnification.** Member shall defend, indemnify, and hold OCHIN 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 OCHIN or other OHCA Participant may incur directly or indirectly resulting from any actions or omissions of Member, its agents or subcontractors, based on Member'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 H

Organized Health Care Arrangement Terms

Unless otherwise defined, capitalized terms in this exhibit have the meanings given on the Cover Page and Exhibits A through D.

1. 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 Member patients and enhancing the benefits of information technology services provided by OCHIN, including joint quality improvement and assessment activities conducted by OCHIN in conjunction with Member 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. Member shall exercise medical judgment free of any direction or control by OCHIN or the OHCA Participants. The OHCA described herein shall not be construed to (i) constitute a partnership, joint venture, or other common undertaking of any kind whatsoever, or (ii) allow any party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

2. Obligations of Member.

2.1 Compliance with OHCA Exhibit; Amendments. Member understands and agrees that compliance with this exhibit is required to permit Member's ongoing use of the OCHIN practice management or electronic medical record systems. Further, Member 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 Member (the "Amendment Notice Period"), provided that Member continues to use either OCHIN's practice management or electronic medical record system following the Amendment Notice Period.

2.2 Compliance with HIPAA. Member is responsible for Member'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 OCHIN nor any OHCA Participant is undertaking any responsibility whatsoever in relation to compliance obligations of Member.

2.3 Standards and Guidelines. As a participant in the OHCA, Member 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 OCHIN.

2.4 Inclusion of OHCA Terms in Notice. As a condition of Member's participation in the OHCA, Member agrees to include the following terms within Member's notice of privacy practices and to distribute such notices in accordance with the Privacy Rules:

The County of Monterey is part of an organized health care arrangement including participants in the Oregon Community Health Information Network (OCHIN). A current list of OCHIN participants is available at <http://www.community-health.org/partners.html>. As a business associate of The County of Monterey, OCHIN supplies information technology and related services to The County of Monterey and other OCHIN participants. OCHIN also engages in quality assessment and improvement activities on behalf of its participants. For example, OCHIN 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. OCHIN also helps participants work collaboratively to improve the

For Monterey County

APPROVED AS TO LEGAL FORM

By: Stacy Saetta
Deputy County Counsel
Date:

APPROVED AS TO BUDGET

By: John P. Guertin
CAO
Date:

APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE

By: Steve Mauck
Risk Management
Date: