

AMENDMENT NO. 3 TO MASTER AGREEMENT/PRACTICE MANAGEMENT AGREEMENT/ELECTRONIC HEALTH RECORD AGREEMENT

This Amendment No. 3 to the Master Agreement/Practice Management Agreement/Electronic Health Record Agreement (“Amendment”) is made by and between OREGON COMMUNITY HEALTH INFORMATION NETWORK INC., an Oregon non-profit corporation (“OCHIN”), and the County of Monterey, a political subdivision of the State of California (“Member”).

RECITALS

A. OCHIN and Member entered into that certain Master Agreement/Practice Management Agreement/Electronic Health Records Agreement effective as of June 19, 2007, (the “Original Agreement”) pursuant to which OCHIN provides Member with access to certain practice management and/or electronic health records software, and provides technical infrastructure and support for such software.

B. From time to time, Member must report certain health data pertaining to Member’s patients, including personal health information (“PHI”) for such patients, for public health activities. Member desires OCHIN to facilitate Member’s compliance with such reporting requirements, and to otherwise assist Member with fulfilling requests for PHI for public health activities by permitting OCHIN to use and disclose PHI related to Member’s patients on behalf of Member for such purposes.

C. In addition, OCHIN has entered into an arrangement with the Social Security Administration (“SSA”) to assist with SSA’s process of confirming a patient’s eligibility in the SSA disability program (“Program”) and other uses directly related to the Program. OCHIN’s arrangement with the SSA for this purpose requires OCHIN to participate in the electronic data exchange known as the National Health Information Network (“NHIN”) under that certain Data Use and Reciprocal Support Agreement entered into by OCHIN on August 4, 2010 (“DURSA”).¹ Member desires OCHIN to use and disclose PHI related to Member’s patients on behalf of Member through the NHIN for purposes of confirming eligibility of Member’s patient in the Program and other uses directly related to the Program.

D. To assist Member with complying with requests for data for public health activities and for the Program, Member desires to grant additional rights to OCHIN to use and disclose PHI pertaining to Member’s patients for the purposes described herein, according to the terms and condition of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

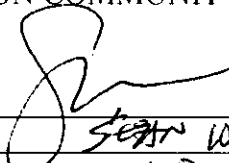
¹ The DURSA entered into by OCHIN on August 4, 2010 is available at : <https://member.ochin.org/documentation>

1. **Definitions; References.** All capitalized terms used in this Amendment not defined herein shall have the meanings given them in the Original Agreement. References in this Amendment and in the Original Agreement to “this Agreement,” “herein,” “hereto” and words of similar import shall mean the Original Agreement as modified by this Amendment.
2. **Effect of Amendment.** This Amendment modifies the Original Agreement. The Original Agreement, as amended by this Amendment, is in full force and effect, and the parties hereby ratify and affirm the same. In the event of any conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment shall control.
3. **Disclosures for Certain Public Health Activities.** The Original Agreement is hereby amended to authorize OCHIN to use and disclose PHI pertaining to Member’s patients to a public health authority (as that term is defined at 45 CFR § 164.501) on behalf of Member in response to data requests for public health activities in accordance with 45 CFR § 164.512(b)(1)(i) provided that OCHIN will provide Member with written notice not less than thirty (30) days in advance of any such proposed disclosure. If Member objects in writing within the thirty (30) day notice period, the disclosure will not be made on behalf of Member, except to the extent OCHIN is required by law to make such disclosure. For purposes of the foregoing, written notice may be made via email to the Contact for Notices as set forth in the Original Agreement, or to other authorized individual(s) as designated by Member from time to time.
4. **Disclosures to SSA.** The Original Agreement is hereby amended to authorize OCHIN to use and disclose PHI pertaining to Member’s patients to the SSA for the purpose of confirming a patient’s eligibility in the Program and for other uses directly related to the Program. Member acknowledges that OCHIN’s use of disclosure of PHI for the foregoing purposes will be performed through the NHIN, and Member specifically authorizes OCHIN to participate in the NHIN for such purposes. OCHIN agrees that it will not use or disclose PHI pertaining to a patient to the SSA through the NHIN unless such patient has authorized use of the NHIN for use by the SSA as evidenced by OCHIN’s receipt of SSA Form 827 Authorization signed by the patient. A signed SSA Form 827 is considered valid authorization whether transmitted electronically or by facsimile.
5. **Effective Date.** This Amendment shall be effective as of the latest date signed by the parties below.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates indicated below.

OCHIN:

OREGON COMMUNITY HEALTH INFORMATION NETWORK, INC.

By:  Sean Whiteley, CEO Date 1-7-11
Its: CEO

MEMBER:

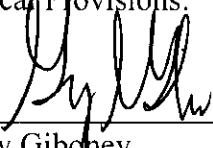
COUNTY OF MONTEREY

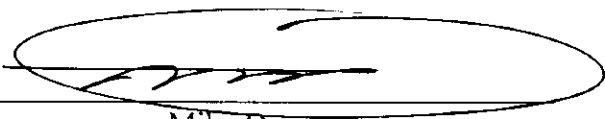
By:  Ray Bullick Date 3/7/11
Its: Director of Health

Approved as to Legal Form:

By:  Stacy Saetta Date 1/11/11
Its: Deputy County Counsel

Approved as to Fiscal Provisions:

By:  Gary Giboney Date 1/12/11
Its: Auditor-Controller

By:  Mike Derr Date 3-9-11
Its: Contracts/Purchasing Officer

MAR 9 9 2011
CCC

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BG
OREGO-1DATE (MM/DD/YY)
10/08/10PRODUCER
Alfred J. Davis Company
P.O. Box 1776Portland OR 97207
Phone: 503-226-3801 Fax: 503-226-0376

INSURED

OCHIN, Inc.
Teresa Gallucci
707 SW Washington, #1200
Portland OR 97205THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Travelers Property Casualty

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6606974M67210	10/01/10	10/01/11	EACH OCCURRENCE \$ 1000000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1000000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
					Emp Ben. 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☒ POLICY ☐ PRO- JECT ☐ LOC				
	A				AUTOMOBILE LIABILITY
☐ ANY AUTO		BODILY INJURY (Per person) \$			
☐ ALL OWNED AUTOS		BODILY INJURY (Per accident) \$			
☐ SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident) \$			
☒ HIRED AUTOS					
☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS \$
					OTH- ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Monterey County, its officers, agents and employees are additional insureds
per attached GN0188.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

MONTER1

✓ Monterey County Health Dept
Clinic Services Division
559 E. Alisal St. #201
Salinas CA 93905SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

N. Dickson Davis

POLICY NUMBER: X-660-6974M672-IND-10

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 08-24-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHARITY FIRST – AMENDMENT OF COVERAGE – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured):

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Designation Of Premises (Part Leased to You)

WHO IS AN INSURED (Section II) is amended to include as an insured:

- A.** Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B.** Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C.** Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1.** Their financial control over you;
 - 2.** Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3.** The ownership, maintenance or use of that part of a premises leased to you; or
- 4.** "Your work" for that insured by or for you.

As respects Part **C.3.** above, this insurance does not apply to:

- (a)** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

ACORD CERTIFICATE OF LIABILITY INSURANCE

CE OP ID BG
OREGO-1DATE (MM/DD/YY)
09/14/10PRODUCER
Alfred J. Davis Company
P.O. Box 1776Portland OR 97207
Phone: 503-226-3801 Fax: 503-226-0376

INSURED

OCHIN, Inc.
Teresa Gallucci
707 SW Washington, #1200
Portland OR 97205THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Admiral Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COM/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	OTH- ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	Professional	EO000001834-07	09/14/10	09/14/11	Ea Claim Aggregate	\$1000000 \$1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This is a claims made policy. Retroactive Date 03/31/04; Deductible \$5000 per claim. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage of this policy.

CERTIFICATE HOLDER

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ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

MONTEREY

Monterey County Health Dept
Clinic Services Division
559 E. Alisal St #201
Salinas CA 93905

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

N. Dickson Davis