



AGENDA ITEM NO.
C-7

COUNTY OF HUMBOLDT

For the meeting of: November 4, 2014

Date: October 8, 2014

To: Board of Supervisors

From: Phillip R. Crandall *Phillip R. Crandall*
Director, Department of Health and Human Services – Mental Health

Subject: Agreement with Oregon Community Health Information Network, Inc. and Open Door Community Health Centers, Inc. for Secure Access to Electronic Health Data System

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Agreement with Oregon Community Health Information Network, Inc. (OCHIN), Open Door Community Health Centers (ODCHC) and the Department of Health and Human Services (DHHS)-Mental Health for secure access to OCHIN's electronic health data system;
2. Authorizes the Chair of the Board to execute four (4) originals of the Agreement;
3. Directs the Clerk of the Board to return three (3) fully executed originals of the Agreement to the DHHS-Contracts Unit for forwarding to DHHS-Mental Health Administration; and
4. Approves and authorizes the DHHS – Mental Health Director to sign any amendments to the Agreement or substantially similar Agreements with OCHIN and/or ODCHC, after review and approval by County Counsel and Risk Management.

Prepared by Terri Chandler, Administrative Analyst II

CAO Approval *Amy Olsen*

REVIEW:

Auditor *WBM* County Counsel *Sm* Human Resources *DL* Other _____

TYPE OF ITEM:

Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Lovelace* Seconded by Supervisor *Sundberg*
Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Nov. 4, 2014*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

As of January 2014, federal health reform mandates that all medical providers (physicians, group practices, hospitals, and health systems, etc) and organizations (laboratories, governmental agencies, and pharmacies, etc) use electronic medical records (as a supplier, recipient or both).

The Oregon Community Health Information Network, Inc. (OCHIN) is one of the nation's largest providers of health information networks. OCHIN's electronic health record system EPIC Care Elsewhere ("OCHIN Link") brings eligible health care providers together to share access to electronic health information necessary to improve the delivery and coordination of care to patients with whom the medical providers share treatment relationships in common. OCHIN manages and administers the OCHIN Link by acting as an interface between medical providers.

DHHS-Mental Health provides psychiatric and behavioral health services to qualified patients who reside in Humboldt County. ODCHC operates several community health clinics which provide physical and behavioral health services to qualified patients residing in northern California and southern Oregon.

This Agreement will provide mental health professionals at DHHS-Mental Health secure "read only" access to Open Door Community Health Centers electronic health records via OCHIN's Link for those patients with whom they share a treatment relationship to improve the delivery and coordination of care to those patients.

FINANCIAL IMPACT:

There is no expense for the Humboldt County – DHHS Mental Health or the County General Fund.

This Agreement supports the Board's Strategic Framework by helping ensure protection of vulnerable populations seeking care.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this Agreement; however DHHS – Mental Health does not recommend this alternative because it will hinder the process of providing quality coordinated health care to mutual clients.

ATTACHMENTS:

Attachment 1: OCHIN Link Data Access Agreement with Oregon Community Health Information Network, Inc., and Open Door Community Health Centers - four (4) originals

**OCHIN LINK DATA ACCESS AGREEMENT
BY AND BETWEEN
OREGON COMMUNITY HEALTH INFORMATION NETWORK, INC.,
OPEN DOOR COMMUNITY HEALTH CENTERS AND
COUNTY OF HUMBOLDT**

This OCHIN Link Data Access Agreement (“Agreement”) entered into this 4th day of Nov., 2014, by and between Oregon Community Health Information Network, Inc., hereinafter referred to as “OCHIN,” Open Door Community Health Centers, a member of OCHIN, hereinafter referred to as “MEMBER,” and the County of Humboldt hereinafter referred to as “COUNTY,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, provides psychiatric and behavioral health services to qualified patients residing within Humboldt County; and

WHEREAS, MEMBER operates several community health clinics which provide psychiatric and behavioral health services to qualified patients residing in northern California and southern Oregon; and

WHEREAS, OCHIN operates a system that provides secure access to electronic health information; and

WHEREAS, MEMBER has an interest in improving the delivery and coordination of care to its patients by providing COUNTY with limited electronic access to Protected Health Information (“PHI”) for those patients with whom MEMBER and COUNTY both have a treatment relationship; and

WHEREAS, COUNTY has an interest in improving the delivery and coordination of care to its patients by receiving PHI for those patients with whom MEMBER and COUNTY have a mutual treatment relationship; and

WHEREAS, each party desires to protect the privacy and provide for the security of PHI accessed hereunder in compliance with any and all applicable state and federal laws and regulations, including: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act (“CMIA”); the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the federal Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); and any current and future implementing regulations promulgated thereunder, including, without limitation: the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164; the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time. The above-referenced laws and regulations will sometimes be collectively referred to herein as “Confidentiality Laws.”

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. Purpose of Activities.

- A. MEMBER is committed to providing high quality patient care. In furtherance of its mission, MEMBER agrees to allow the disclosure of PHI to COUNTY as permitted or required by law. MEMBER also agrees to allow COUNTY electronic access to PHI that COUNTY deems necessary to perform mental health treatment functions. COUNTY will use PHI only for the scope of activities under this Agreement. Disclosure will occur through electronic access to EPIC Care Elsewhere (“OCHIN Link”). COUNTY understands and acknowledges that electronic access to OCHIN Link is a privilege which may be terminated by MEMBER and/or OCHIN at any time for any reason.
- B. Access to OCHIN Link shall be limited to access of PHI for those patients with whom COUNTY has a treatment relationship. COUNTY may access such PHI for treatment, payment and healthcare operations as defined by HIPAA and any regulations enacted pursuant thereto. For purposes of this Agreement, “healthcare operations” shall be limited to conducting quality assessment, competence evaluation of providers or health plans, and/or training program activities.

2. Compliance with Confidentiality Laws.

As applicable to the respective party, each party hereby agrees to comply with the Confidentiality Laws and any other applicable state and federal laws and regulations in electronically accessing, using or disclosing MEMBER’s PHI. In addition, the parties acknowledge that federal and state confidentiality laws are evolving and that amendment of this Agreement may be required to ensure compliance with such developments. As a result, each party further agrees to promptly enter into negotiations concerning an amendment to this Agreement to address such changes in the Confidentiality Laws.

3. Use or Disclosure of PHI.

Only the minimum necessary PHI to accomplish the intended purpose of this Agreement can be used or disclosed. COUNTY shall not use or disclose PHI received from MEMBER in any manner that would constitute a violation of applicable state and federal law, including, but not limited to, HIPAA. COUNTY shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of, MEMBER only in accordance with the provisions of this Agreement and state and federal law. COUNTY shall not disclose PHI in any manner other than that permitted by this Agreement. COUNTY further agrees that all information accessed through OCHIN Link will be maintained in the strictest confidentiality and in the same manner as COUNTY safeguards the confidentiality of other PHI and as required by state and federal law.

4. Process for Requesting OCHIN Link Access.

COUNTY shall designate a liaison to coordinate user access to OCHIN Link and manage the modification and termination of user accounts provided to COUNTY. COUNTY will have each provider or mental health professional, including, without limitation, registered nurses, licensed vocational nurses, licensed psychiatric technicians and medical office assistants, (“Professional”) sign, complete and submit the User Access Agreement attached hereto as Exhibit A. The liaison

will provide the completed forms to MEMBER's IT Services User Access Administrator. COUNTY shall monitor the activities of each Professional approved for OCHIN Link access hereunder to ensure adherence to the requirements of this Agreement and the User Access Agreement. For purposes of this Agreement, access to OCHIN Link shall be permitted only for Professionals who have executed the User Access Agreement.

5. Safeguarding Information.

- A. COUNTY shall only use, store, disclose, or access PHI:
 - 1. In accordance with, and only to the extent permissible under this Agreement; and
 - 2. In full compliance with any and all applicable laws, regulations, rules or standards.
- B. COUNTY shall have in place policies and procedures to implement and maintain all safeguards necessary to ensure the confidentiality, availability, and integrity of all MEMBER data. Such safeguards shall include as appropriate, and without limitation, use of: policies and procedures to prevent any unauthorized use or disclosure of, or access to, PHI; restrictions on administrative access to PHI; system firewalls, secure network and transfer protocols such as Secure Socket Shell, Secure Copy Protocol, Hyper-Text Transfer Protocol over Secure Sockets Layer, or Internet Protocol Security; industry compliant network authentication protocols such as Kerberos or Lightweight Directory Access Protocol; encryption; regular and timely system upgrades, including implementation of security patches; disk quotas to ensure system availability; logging in accordance with MEMBER specifications, maintenance of logs on centralized servers; and COUNTY backup systems for disaster recovery, security, and forensics purposes.
- C. COUNTY shall not download PHI to any personal device, including, but not limited to, a flash drive, cell phone, iPad, or tablet without the prior written approval of MEMBER.

6. Data Ownership.

COUNTY acknowledges and agrees that MEMBER owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in MEMBER at all times. Except as required by applicable state or federal law, COUNTY shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of, MEMBER without express written permission from MEMBER.

7. Reporting of Unauthorized Use or Disclosure of PHI.

COUNTY shall, no later than within five (5) business days of becoming aware of an unauthorized use or disclosure of MEMBER's PHI by COUNTY, its officers, directors, employees, contractors, agents or by a third party to which COUNTY disclosed PHI, report any such unauthorized use or disclosure to MEMBER and OCHIN. All such notices shall be provided in accordance with the notice provisions described in Section 21 below.

8. Potential Breach of PHI.

- A.** If COUNTY has reason to believe that personal information or PHI transmitted pursuant to this Agreement may have been accessed, disclosed, or acquired without proper authorization, COUNTY will, within five (5) business days of discovery, give MEMBER and OCHIN notice and take actions as may be necessary to preserve forensic evidence and to identify, mitigate and remediate the cause of the breach. A breach shall be treated as discovered by COUNTY as of the first day on which such breach is known to the COUNTY (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the COUNTY) or should reasonably have been known to the COUNTY to have occurred. COUNTY shall give highest priority to immediately mitigate and remediate any unauthorized access and shall devote such resources as may be required to accomplish that goal. COUNTY shall cooperate with all MEMBER and OCHIN efforts, including providing any and all information necessary to enable MEMBER to fully understand the nature and scope of the unauthorized access, including, but not limited to, identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach.
- B.** To the extent MEMBER or OCHIN deem warranted, MEMBER or OCHIN may provide notice or may require COUNTY to provide notice to any and all individuals affected by any unauthorized access, whose personal information and/or PHI may have been improperly accessed or disclosed that was not protected according to the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards. In such case, COUNTY shall provide the notice and consult with MEMBER and OCHIN regarding appropriate steps required to notify third parties. In the event that COUNTY's assistance is required to reinstall software, such assistance shall be provided at no cost to MEMBER or OCHIN and in accordance with MEMBER's and OCHIN's policies and standards. COUNTY must coordinate with MEMBER and OCHIN any public notification to any individual, media outlet or governmental agency.
- C.** If MEMBER or OCHIN determine that notification is required, COUNTY shall pay the full costs of notice to impacted individuals, which may include, but are not limited to, the costs to retain an outside consulting firm to undertake the notification effort. COUNTY shall supply MEMBER and OCHIN with the following information to make such notification:
- 1.** A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2.** A description of the types of unsecured protected health information that were involved in the breach, such as full name, Social Security number, date of birth, home address, account number, or disability code.
 - 3.** A brief description of what COUNTY is doing to investigate the breach, to mitigate losses and to protect against any further breaches.

9. Monitoring.

MEMBER has the right, at any time, to monitor, audit and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of COUNTY's technical capabilities.

10. Accounting for Disclosures.

MEMBER and COUNTY agree to comply with the accounting requirements of 45 C.F.R. 164.528 and any associated regulations or informal guidance issued by the U.S. Department of Health and Human Services, Office of Civil Rights, all as may be amended from time to time. If at any time regulatory guidance changes, the parties agree to re-negotiate the accounting for disclosures process to bring the process into conformance with regulatory guidance and 45 C.F.R. 164.528.

11. Maintenance and Preservation of Records.

Each party agrees to prepare records relating to the disclosure of PHI transmitted pursuant to this Agreement, and to maintain and preserve said records for at least five (5) years from the date of expiration or termination of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising there from.

12. Availability of Books and Records.

Each party agrees to make its internal practices, books and records relating to the use and disclosure of PHI accessed by COUNTY pursuant to the terms and conditions of this Agreement available to any duly authorized public agency to the extent required for determining MEMBER's and COUNTY's compliance with any and all applicable state and federal laws and regulations. Each party shall, within five (5) business days, provide to the other parties copies of any documentation that is provided to the public agency.

13. Termination.

- A. Any party hereto may terminate this Agreement immediately, upon notice, if it determines that another party, or such party's directors, officers, employees, contractors or agents have failed to comply with a material provision of this Agreement or have violated any ordinance, regulation or law applicable to the performance of the duties and obligations herein.
- B. This Agreement may be terminated by either party without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

14. Amendment.

This Agreement may be amended at any time upon the mutual consent of each party hereto. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by each of the parties hereto.

15. Governing Law.

The parties' rights and obligations under this Agreement will be construed in accordance with, and governed by, the laws of the State of California.

16. Waiver.

Neither the waiver by any of the parties hereto of a breach of, or a default under, any of the provisions of this Agreement, nor the failure of any party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

17. Third Party Beneficiaries.

The only parties entitled to the rights and benefits in this Agreement are OCHIN, MEMBER and COUNTY. Nothing contained in this Agreement shall be construed to transfer any rights to third parties, and the parties do not intend to create any third party beneficiaries.

18. Term of Agreement.

This Agreement is effective upon execution by each party and shall remain in full force and effect for one (1) year, unless otherwise terminated pursuant to Section 13. This Agreement shall be automatically renewed for additional periods of one (1) year, up to a maximum of three (3) years, unless sooner terminated as provided herein.

19. Severability.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

20. Survival.

The duties and obligations of the parties set forth in Sections 2, 6, 11, 12 and 27 shall survive the expiration or termination of this Agreement.

21. Notice.

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance herewith:

OCHIN: Oregon Community Health Information Network, Inc.
Attn: Lynne Shoemaker
1881 SW Naito Parkway
Portland, Oregon 97201
Email: shoemakerl@ochin.org
Phone: (503) 943-2500
Fax: (503) 943-2501

MEMBER: Open Door Community Health Centers
Attn: Cheyenne Spetzler
670 9th Street, Suite 203
Arcata, California 95521
Email: cspetzler@opendoorhealth.com
Phone: (707) 826-8633 Ext. 5131
Fax: (707) 826-8638

COUNTY: County of Humboldt DHHS-Mental Health
Attn: Harpreet Duggal, M.D.
720 Wood Street
Eureka, California 95501
Email: hduggal@co.humboldt.ca.us
Phone: (707) 268-2990
Fax: (707) 476-4049

22. Counterpart Execution.

This Agreement may be executed by email or facsimile signature and in counterparts, all of which shall be deemed an original and have full force and effect.

23. Binding on Successors and Assigns.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

24. Conflicting Terms.

To the extent that there is any conflict between the terms of this Agreement and the terms of other agreements in place between the parties hereto, including the User Access Agreements, the terms of this Agreement shall prevail.

25. Nuclear Free Certification.

MEMBER and OCHIN certify by their signatures below that they are not Nuclear Weapons Contractors, in that they are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. MEMBER and OCHIN agree to notify COUNTY immediately if they become a Nuclear Weapons Contractor as defined

above. COUNTY may immediately terminate this Agreement, upon notice, if it determines that the foregoing certification is false or if MEMBER or OCHIN becomes a Nuclear Weapons Contractor.

26. Non-Discrimination Compliance.

- A. In connection with the execution of this Agreement, the parties shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.
- B. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are subject to this requirement.

27. Hold Harmless/Indemnification.

- A. Each party shall indemnify, defend and hold harmless the other parties hereto and their officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorneys' fees and other litigation costs, arising out of or in connection with the performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of another party. Further, COUNTY shall indemnify, defend and hold harmless MEMBER and OCHIN from any claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorneys' fees and other litigation costs, arising out of, or in connection with, a Professional's breach of the User Access Agreement.
- B. In addition to the indemnification provided in Paragraph A above, COUNTY shall indemnify, hold harmless, and defend MEMBER and OCHIN from and against any penalties, claims, actions, loss, liability, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees, system remediation, or forensic analysis, arising from or pertaining to the violation of any state or federal law applicable to the use, disclosure or protection of personal information or PHI, and the unauthorized access to PHI. The indemnification provided hereunder includes the full costs of notice to impacted individuals, including the costs to retain an outside consulting or law firm to undertake the notification effort and other costs.
- B. Notwithstanding Paragraph A above, in the event that more than one party is held to be negligently or willfully responsible, each responsible party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorneys' fees.

28. Insurance Requirements.

- A. Without limiting the parties' indemnification obligations provided for herein, each party shall maintain in full force and effect at its own expense: comprehensive or commercial general liability insurance; workers compensation insurance; and comprehensive professional liability insurance. Upon execution of this Agreement, COUNTY shall provide to MEMBER and OCHIN an additional insured endorsement or a blanket endorsement evidencing such insurance.
- B. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described in Section 21 above.

OCHIN: Oregon Community Health Information Network, Inc.
Attn: Lynne Shoemaker
1881 SW Naito Parkway
Portland, Oregon 97201

MEMBER: Open Door Community Health Centers
Attn: Cheyenne Spetzer
670 9th Street, Suite 203
Arcata, California 95521

COUNTY: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

29. Relationship of the Parties.

Each party understands and agrees that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

30. Standard of Practice.

Each party warrants that it, and its officers, officials and employees have the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party is obligated to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

31. Assignment.

No party hereto shall delegate their duties or assign their rights hereunder, either in whole or in part, without prior written consent of the other parties. Any assignment by any party in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This

provision shall not be applicable to service agreements, contracts or other arrangements usually or customarily entered into by the parties to obtain or arrange for supplies, technical support or professional services.

32. Interpretation.

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by each of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that any other party prepared it. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with any and all applicable state and federal laws, regulations, and rules, including, without limitation, the Confidentiality Laws.

33. Independent Construction.

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. Force Majeure.

No party shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding COUNTY's access to OCHIN Link, and supersedes all prior verbal or written agreements, commitments, or understandings concerning the matters provided for herein.

36. Authority.

Each of the individuals executing this Agreement on behalf of MEMBER, OCHIN and COUNTY warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient corporate authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

OPEN DOOR COMMUNITY HEALTH CENTERS:

By: *Cheyenne Spetzler*
Name: Cheyenne Spetzler
Title: Chief Operations Officer

Date: 9-22-14

By: *James A. Bell Jr*
Name: JAMES A. BELL JR
Title: CFO

Date: 9/22/14

OREGON COMMUNITY HEALTH INFORMATION NETWORK, INC.:

By: *Sean Whitely-Ross*
Name: Sean Whitely-Ross
Title: Chief Financial Officer

Date: 9/18/2014

By: *Abby Sears*
Name: ~~CEO~~ Abby Sears
Title: CEO

Date: 9/18/2014

COUNTY OF HUMBOLDT:

By: *Rex Bohn*
Name: Rex Bohn
Title: Chair, Board of Supervisors

Date: 11-4-2014

APPROVED AS TO FORM:

By: *Ed A. Miles*
Deputy County Counsel

Date: 10/20/14

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: *Dennis J. Folks*
Risk Analyst

Date: 10/21/14

**EXHIBIT A
USER ACCESS REQUEST FORM AND AGREEMENT**

To be completed by each physician, mid-level provider or other staff affiliated with COUNTY requesting access to OCHIN Link

User Name: _____
Last Name, First Name, Middle Initial

Physician and Mid-Level Provider Type: _____

State License Number: _____
MD, DO, PA, NP, etc.

Other Care Provider and Staff: _____
RN, MA, Registration/Reception, other department (specify)

Name of Employer or Contracting Facility: _____

Mailing Address: _____
Street, City, State, ZIP Code

User Phone Number: _____

User Email Address: _____

1. Purpose.

I, _____ *[insert Mental Health Professional's Name]* understand that the OCHIN Link username and password will allow me access to Protected Health Information ("PHI") and I agree to utilize that access only as set forth in this User Access Agreement and the OCHIN Link Data Access Agreement ("Data Access Agreement") by and between Oregon Community Health Information Network, Inc., hereinafter referred to as "OCHIN," Open Door Community Health Centers, hereinafter referred to as "MEMBER," and the County of Humboldt, hereinafter referred to as "COUNTY." I agree not to use or disclose any information maintained in OCHIN Link, or use the user name and password assigned to me for any purpose other than patient treatment purposes. If there is an access error, or if I otherwise obtain access to the medical record or PHI of any patient that I am not authorized to access, under the terms of the Data Access Agreement, I agree to immediately discontinue access and/or review of all such medical records and notify the parties as required by the Data Access Agreement.

2. Term of User Access Agreement.

This User Access Agreement is effective upon execution and shall remain in full force and effect for one (1) year. This User Access Agreement shall be automatically renewed for periods of one (1) year, up to a maximum of three (3) years, unless sooner terminated as provided in the Data Access Agreement.

3. Privilege.

I understand that MEMBER's grant of OCHIN Link connectivity is a privilege which may be terminated by MEMBER at any time.

4. Application Access, Login and Password.

I agree not to share the OCHIN Link application and assigned user name and password with any person or entity. I agree to protect the confidentiality of the assigned user name and password. I agree that it is a violation of the Data Access Agreement to share or leave unsecured my user name and password. I understand that I may not share my user name and password with any other individuals, including, without limitation, other COUNTY employees. I agree to take precautions, including not walking away from a computer with an activated session, to prevent others from utilizing access privileges through an OCHIN Link session I have activated. I agree not to attempt to access PHI using another person's user name or password.

5. Confidentiality.

I understand that information accessed through OCHIN Link is confidential. I agree not to copy, download, or disseminate information except as allowed or required by the terms of the Data Access Agreement. I agree to maintain all information accessed through OCHIN Link in the strictest confidentiality and to safeguard the confidentiality of the information accessed through OCHIN Link as required by the Data Access Agreement and state and federal laws and regulations. I agree to implement appropriate safeguards to prevent unauthorized use or disclosure of any information accessed through OCHIN Link and to report any unauthorized use or disclosure to COUNTY.

6. Change in Circumstance.

I agree to notify COUNTY if I no longer require access to OCHIN Link to perform work functions, or my employment or relationship with COUNTY has been terminated. I further agree to immediately notify COUNTY of any conflict with, or violation of, this User Access Agreement or the Data Access Agreement.

IN WITNESS WHEREOF, I acknowledge that I have read and understand this User Access Agreement and the Data Access Agreement and agree with the terms and conditions contained therein.

MENTAL HEALTH PROFESSIONAL:

By: _____

Date: _____

Name: _____

Title: _____

Return this completed form to Thomas Steenblock by:

Secure fax: (707) 826-8638

Mail: 670 9th Street, Suite 203 Arcata, CA 95521