

FIFTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

OCHIN, INC.

for

PRACTICE MANAGEMENT SYSTEM AND ELECTRONIC MEDICAL RECORD SYSTEM

FIFTH AMENDMENT

Effective: July 14, 2020

THIS FIFTH AMENDMENT to the Master System Agreement for Practice Management System and Electronic Medical Record System entered into by the parties on July 1, 2017 (Agreement), by and between the County of Santa Barbara (MEMBER) and Oregon Community Health Information Network (OCHIN), is effective as of July 14, 2020.

RECITALS

WHEREAS, the Agreement is effective through March 31, 2022; and

WHEREAS, Parties desire to amend the Agreement to replace Exhibit H; and

WHEREAS, this Fifth Amendment incorporates the terms and conditions set forth in the Agreement and all prior amendments.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Fifth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendment.** Agreement, Exhibit H, Organized Health Care Arrangement Terms is deleted and replaced in its entirety with Exhibit H, Organized Health Care Arrangement Terms as attached hereto and incorporated herein by this reference.
3. **Counterparts.** This Fifth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.
4. **Effectiveness of Agreement.** Except as explicitly modified by this Fifth Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments are and remain in full force and effect.

Fifth Amendment to Agreement for Practice Management and Electronic Medical Record System between the **County of Santa Barbara** and **OCHIN, Inc.**

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective July 14, 2020.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

Fifth Amendment to Agreement for Practice Management and Electronic Medical Record System between the **County of Santa Barbara** and **OCHIN, Inc.**

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective July 14, 2020.

OCHIN:

By:

Authorized Representative

Name:

Abby Sears

Title:

Chief Executive Officer

Exhibit H
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 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 (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 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:

***COUNTY OF SANTA BARBARA** 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 OF SANTA BARBARA** OCHIN supplies information technology and related services **COUNTY OF SANTA BARBARA** 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 management of internal and external patient referrals. Your personal health information may be*

shared by **COUNTY OF SANTA BARBARA** 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 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. **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 Exhibit B, Section 22.