

## BOARD OF SUPERVISORS AGENDA LETTER

#### **Agenda Number:**

# Clerk of the Board of Supervisors

105 E. Anapamu Street, Suite 407 Santa Barbara, CA 93101 (805) 568-2240

**Department Name:** Public Health

Department No.: 041

For Agenda Of: March 12, 2024
Placement: Administrative

**Estimated Time:** 

Continued Item:  $N_0$ 

If Yes, date from:

Vote Required: Majority

**TO:** Board of Supervisors

**FROM:** Department Mouhanad Hammami, Director

Director(s) Public Health Department Contact Info: Laura Lui, EMR Manager

805-450-6747

**SUBJECT:** Ninth Amendment to Oregon Community Health Information Network Master

**System Agreement** 

**County Counsel Concurrence** 

**Auditor-Controller Concurrence** 

As to form: Yes As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

## **Recommended Actions:**

That the Board of Supervisors consider the following recommendations:

- a) Approve and authorize the Chair to execute a Ninth Amendment to the Master System Agreement with Oregon Community Health Information Network (OCHIN) to exercise an option to extend the term of the Agreement through March 31, 2026 and to increase funding by \$1,582,600 for the additional two-year period for a revised total amount not to exceed \$8,724,600; and
- b) Determine that the proposed action does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines, because the action consists of the creation of a government funding mechanism, or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

## **Summary Text:**

This item is on the agenda for your Board to approve and execute a Ninth Amendment to the Master System Agreement with OCHIN to exercise the third of three extension options for an additional two years through March 31, 2026, and to increase funding by \$1,582,600 for the additional two-year period for a revised total amount not to exceed \$8,724,600 (Attachment A).OCHIN is the vendor for our Electronic Medical Record (EMR), which hosts the EPIC health record charting system for the Public Health Department.

## **Background:**

The Agreement with OCHIN was approved by the Board of Supervisors on March 21, 2017. Under the Agreement, OCHIN has provided a combined practice management system and electronic medical record (EMR) system, and professional services. The Public Health Department (PHD) requires OCHIN's continued support to maintain the practice management, clinical, and financial aspects of the system.

OCHIN is a 501(c)(3) nonprofit health center-controlled network with over 500 current member organizations. OCHIN members are community health centers including more than 100 Federally Qualified Health Centers (FQHCs), FQHC look-alikes, rural, and school-based health centers. The advantages of being an OCHIN member include OCHIN's services of a full complement of the assessment, training, implementation, support, clinical oversight, quality improvement, and meaningful use efforts that PHD requires to improve productivity and performance issues. OCHIN optimizes the EPIC EMR modules for its members. OCHIN also supports PHD efforts in population health management and patient centered medical homes whereby OCHIN enhances the PHD's secure health information exchange capabilities and web-based patient portals that let patients and doctors communicate easily, safely, and securely over the Internet.

#### **Performance Measure:**

The OCHIN EMR contains tools and functionality to restrict access to highly sensitive patient care and treatment information (e.g. substance abuse treatment information) and has the ability to document each individual that has accessed the EMR and the information they have viewed.

PHD and the outside entities are mutually responsible for maintaining patient protected information from unauthorized access and improper disclosure of this information.

The OCHIN Health Center Controlled Network Memorandum of Agreement (MOA) requires PHD engagement and operational input into the metrics defined in the MOA. OCHIN will take on the responsibilities around report and metric updates for any agreed upon measures defined for the MOA. The measure requirements currently align well with projected projects and goals for the PHD clinics using EPIC and this grant is an excellent opportunity to get some funding and training resources to help meet our goals while also striving to remain fiscally compliant.

## **Contract Renewals and Performance Outcomes:**

OCHIN has been providing the combined practice management system and EMR system since 2017 and has provided excellent services. This amendment exercises the final option to extend the term for an additional two years.

## **Fiscal and Facilities Impacts:**

Budgeted: Yes

#### **Fiscal Analysis:**

Funding Sources	FY 24-25 Additional Cost:		FY 25-26 Additional Cost:		Total 2 Year Cost
General Fund					
State					
Federal	\$	25,000	\$	25,000	\$ 50,000
Patient Service Fees	\$	766,300	\$	766,300	\$ 1,532,600
Total	\$	791,300	\$	791,300	\$ 1,582,600

Approval of Recommended Action A exercises an option to extend the term of the Agreement through March 31, 2026 and to increase funding by \$1,582,600 for the additional two-year period for a revised total amount not to exceed \$8,724,600. It will allow the department to continue its membership in OCHIN and its use of the OCHIN-supplied EPIC Electronic Health Record and Practice Management system at an estimated average cost of approximately \$791,300 per year. These costs are funded by a combination of Federal Health Resources Services Administration (HRSA) grant funds and generated patient service fees from Medi-Cal, Medicare, and other public programs. The allotment has been included in the Public Health Department's FY 2023-24 Adjusted Budget and will be included in sequent year's Recommended Budget. The OCHIN contract will be renewed in 2026 in its entirety.

#### **Key Contract Risks:**

PHD has been utilizing OCHIN EPIC for approximately six years. There are no newly identified risks with continuing this contract this vendor.

The PHD Compliance team helps mitigate and avoid issues related to Health Insurance Portability and Accountability Act (HIPAA) and the accessing of protected health information, by requiring an annual HIPAA training for all staff and through audit policies.

### **Staffing Impacts:**

<u>Legal Positions:</u>

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#### **Special Instructions:**

Please execute two (2) original Ninth Amendments to the Agreement with OCHIN and retain one (1) original Agreement and one (1) Minute Order for pick-up by the department. Please email <a href="mailto:phdcu@sbcphd.org">phdcu@sbcphd.org</a> when available for pickup.

### **Attachments:**

A. Ninth Amendment to the OCHIN Professional Services Agreement

#### **Authored by:**

Laura Lui, EMR Manager