



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 13, 2018
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Van Do-Reynoso, MPH, PhD, Director
Director(s) Public Health Department
Contact Info: Dana Gamble 681-5171
Assistant Deputy Director, Primary Care & Family Health Division
SUBJECT: Second Amendment to OCHIN Master System Agreement to Add Exhibits
Allowing Outside Entities Access to OCHINLINK

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

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 the Second Amendment to the Master System Agreement with Oregon Community Health Information Network (OCHIN) to add and incorporate Exhibit AC, OCHINLINK Data Access Agreements, and Exhibit AC-1, OCHINLINK User Access Agreements, allowing Outside Entities to access OCHINLINK without a change in term or an increase to cost to the Master System Agreement. (Attachment A).
- b) Authorize the Public Health Department Director, or designee, to execute or terminate Exhibit AC, OCHINLINK Data Access Agreements, and Exhibit AC-1, OCHINLINK User Access Agreements with Outside Entities.
- c) Determine that the proposed actions do not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(5) of the CEQA Guidelines since the actions are organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

Summary Text:

The OCHIN Electronic Medical Record contains a functional element (OCHINLINK) that allows health care providers outside ("Outside Entities") of practice of the Public Health Department (PHD) to access

patient care and treatment information in the Public Health Department's Electronic Medical Record (EMR).

This item is on the Agenda for approval to execute the Second Amendment to add Exhibit AC, OCHINLINK Data Access Agreements, and Exhibit AC-1 OCHINLINK User Access Agreements to the Master System Agreement and to authorize the Public Health Department Director to enter into or terminate agreements with Outside Entities to facilitate access to the PHD's EMR.

Background:

The Agreement with OCHIN was approved by the Board of Supervisors on March 21, 2017. Implementation of the EMR is progressing and is anticipated to be operational in March 2018.

OCHINLINK is a module within the PHD EMR that allows Outside Entities to collaborate with PHD by remotely accessing patient care and treatment information contained in PHD's EMR. Outside Entities are health care practices, organizations, and agencies that provide or support PHD patient care and treatment.

Similar collaborations currently exist throughout the nation, California, and locally and having real time access to medical treatment information is critical to high quality patient care and to prevent avoidable deleterious outcomes such as allergic reactions, improper diagnosis and improper treatment. As an example, PHD, through a similar portal and defined relationship, accesses medical treatment information on its patients that have been hospitalized at Cottage Hospital, Dignity Health Marian Medical Center, and Lompoc Valley Medical Center.

Exhibit AC, OCHINLINK Data Access Agreements, and Exhibit AC-1, OCHINLINK User Access Agreements included with this Second Amendment define the responsibilities of the Public Health Department, the Outside Entities, and OCHIN as to what information can be accessed, how that information must be maintained confidentially, and how each individual (user) within the Outside Entities that has been provided such access must comply with the requirements of such access as defined and administered by the Public Health Department.

Prior to entering into any agreements, the Public Health Department will develop and implement policies, procedures and protocols to administer EMR access as well as establish monitoring and auditing tools to prevent unauthorized access and/or disclosure of patient's protected information.

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.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Approval of this action will not impact the existing Agreement budget and subsequent Data Access and User Agreements are to be managed within existing PHD staffing.

Key Contract Risks:

OCHIN is a large and successful health information network, serving more than 4,500 physicians operating in 14 states.

The envisioned Data Access and User Agreements are to be with existing public and private health care partners such as Cottage Hospital, Pueblo Radiology, Sansum Clinic, Dignity Health Marian Medical Center, Lompoc Valley Medical Center, etc. The Public Health Department has long standing relationships with these health care providers and routinely provides PHD patient care and treatment information under the continuity of care arrangements with these providers and our patients seen at their locations. The current process is a manual process in that copies of treatment records must be printed, faxed, scanned, or hand delivered in order to transfer this information. This process reduces risk by eliminating this manual process.

Staffing Impacts:

Legal Positions:

0

FTEs:

0

Special Instructions:

Please execute two (2) original Second 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 phdcu@sbcphd.org when available for pickup.

Attachments:

- A. Second Amendment to the OCHIN Professional Services Agreement
- B. First Amendment to the OCHIN Professional Services Agreement
- C. OCHIN Professional Services Agreement

Authored by:

Dana Gamble, LCSW, Assistant Deputy Director