



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
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WILLIAM T FUJIOKA  
Chief Executive Officer

February 16, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE, DEPARTMENTS OF  
HEALTH SERVICES, MENTAL HEALTH, AND PUBLIC HEALTH,  
WITH JWCH INSTITUTE, INC. TO PARTICIPATE IN THE OPENMRS-LA PROJECT  
OF THE SKID ROW HOMELESS HEALTH CARE INITIATIVE  
(FIRST AND SECOND DISTRICTS AFFECTED) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**SUBJECT**

This action is to authorize the Chief Executive Officer (CEO) and the Directors of the Departments of Health Services, Mental Health, and Public Health (Participating Departments) to enter into a Memorandum of Understanding (MOU) with the JWCH Institute, Inc. (JWCH Institute) to participate in the OpenMRS-LA Project of the Skid Row Homeless Health Care Initiative.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the CEO and Participating Departments to enter into a MOU, substantially similar to Attachment I, between the County of Los Angeles and JWCH Institute for participation in the OpenMRS-LA Project, which will provide Participating Departments with web-based access to a customized electronic database system for the sharing of client information. This is a non-financial agreement and has been approved as to form by County Counsel. The term of the MOU will be upon date of execution for a period of three years, with automatic one year extensions thereafter, unless either party notifies the other party of its intent not to extend the MOU.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only*

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

7 FEBRUARY 16, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

2. Delegate authority to the CEO to execute any amendments necessary to the MOU for operational changes to the OpenMRS-LA Project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will permit the Participating Departments to obtain legally permissible access and input information regarding the health, housing, and other social services provided to individuals in the Skid Row area of Downtown Los Angeles.

Currently, it is estimated that 8,000 to 10,000 homeless people live in the 52-block-neighborhood of Downtown Los Angeles. These individuals need coordinated services to ensure they are receiving the appropriate level of care and to ensure they are not receiving duplicate services by the multiple agencies offering complementary and overlapping services to the population.

To improve coordination of care and treatment, the health and social services agencies in the area formed the Skid Row Homeless Healthcare Initiative, which determined that an electronic database for sharing information about encounters and providers would improve coordination of care to the benefit of the individuals using the system and the overall population. The JWCH Institute applied for and received funding from LA Care's Robert E. Tranquada, MD Health Care Safety Net Award to establish this electronic system for sharing patient information. OpenMRS, an open source electronic medical record system framework, was selected by the JWCH Institute as the platform, and a customized implementation. "OpenMRS-LA" was launched as the electronic system that will be used by multiple agencies and providers to track and manage medical, mental health and patient/client encounter information.

Participating Agencies (inclusive of Participating Departments and agencies of the Skid Row Homeless Healthcare Initiative) who enter into an MOU with the JWCH Institute are granted legally permissible access to view and input information about the medical and mental health treatment, housing, and other social services that patients/clients receive in the Skid Row area of Downtown Los Angeles. OpenMRS-LA will augment but not replace Participating Agencies' own record keeping system.

### **Implementation of Strategic Plan Goals**

The recommended action promotes the Countywide Strategic Plan of Operational Effectiveness (Goal 1); Children, Family, and Adult Well-Being (Goal 2); and Health and Mental Health (Goal 4) by developing partnerships to effectively leverage our resources to improve coordination of care and treatment by using an integrated, client-centered collaborative model.

### **FISCAL IMPACT/FINANCING**

This is a non-financial MOU and there is zero net County cost. The JWCH Institute is responsible for all the customization and operational costs for this project. No new County personnel will be hired for this project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Approval of the OpenMRS-LA MOU will allow Participating Departments to enhance the care and treatment provided to individuals of the Skid Row area by providing legally permissible access to the OpenMRS-LA database – a collective repository of client service information to enhance the level of treatment and coordination of care.

Participating Agencies in the OpenMRS-LA Project, including the Participating Departments, will obtain client authorization before inputting any client information into the database. Only designated staff from Participating Agencies, including the Participating Departments, who have completed specified training, will be permitted to access the database. The JWCH Institute shall be responsible for ensuring appropriate confidentiality protections are in place to allow legally permissible access to the database and prevent unauthorized access that violates State or federal health information privacy laws.

The County has a long-standing relationship with the JWCH Institute as a Public/Private Provider (PPP) for the Department of Health Services and they are considered joint partners in addressing the needs of the population they serve. It should be noted that the MOU does not include many of the standard Board required terms, as the existing PPP agreement with the JWCH Institute includes such terms. Therefore, the CEO recommends slight modifications to some of the standard County provisions contained in this MOU. The Participating Departments join in recommending these modifications, as they have determined that doing so presents nominal risk to the County.

The MOU has been reviewed by the Auditor-Controller Health Insurance and Portability and Accountability Act (HIPAA) Compliance Unit, Chief Information Office (CIO), Office of Risk Management and County Counsel.

The CIO's Chief Information Security Officer assessed JWCH Institute's information security and privacy policies, procedures, and practices and determined them to be satisfactory. Additionally, the CIO determined these same policies, practices and procedures to be compliant with relevant legislation such as the HIPAA Security Rules, and did not find any other concerns.

The MOU includes the following slightly modified provisions:

- Data Ownership – The JWCH Institute will be the sole proprietor of all the data entered into the OpenMRS-LA system. This ownership will not interfere with the recommending Departments' current practice of maintaining their patients' medical records. The data that the County departments will enter into the OpenMRS-LA are a subset of the data contained in each department's medical records.
- Return of Protected Health Information (PHI) data to the JWCH Institute – Upon expiration or termination of the MOU, the County will be required to return all PHI not originating from the County, that has not been incorporated into an individual's medical record as described in Paragraph 7.6 (b) of the MOU.
- Limitation of Liability, Mutual Indemnification and Intellectual Property Indemnification – The MOU contains a limitation of liability provision, which provides that neither the County nor the JWCH Institute will be responsible to the other party for any loss-of-profit, indirect, incidental, special or consequential damages arising out of the licensing or use of the database or data. The MOU also contains a mutual indemnification provision, which requires each party to assume liability to the extent caused by their own acts or omissions and the indemnifying party only indemnifies for damages to the extent caused by their own conduct. The MOU further includes an intellectual property indemnification provision, which provides that, notwithstanding any other provision, the JWCH Institute will indemnify the County from and against all claims and damages for all infringements of any third party's intellectual property, except with regard to any source code acquired pursuant to the open source license.

As indicated, each of the recommended provisions was negotiated in recognition of the JWCH Institute's longstanding relationship and partnership to the County.

### **CONTRACTING PROCESS**

JWCH Institute requested the Participating Departments to participate in the OpenMRS-LA Project to improve the quality of treatment and coordination of care provided to the individuals and residents of the Skid Row area of Downtown Los Angeles. Only JWCH Institute provides a collective repository of client service information through the OpenMRS-LA Project, which can be to the extent legally permissible accessed by the Participating Departments, as well as by other Participating Agencies who have entered into an MOU with the JWCH Institute. JWCH Institute is the only bona fide source for this electronic database system. See the attached sole source checklist (Attachment II).

The Honorable Board of Supervisors  
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The Participating Departments have evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement. There is no cost to the County for entering into this MOU.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

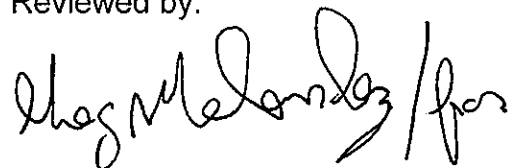
Approval of the OpenMRS-LA MOU will enable the Participating Departments to provide enhanced services to individuals living in the Skid Row area of Downtown Los Angeles by providing them with legally permissible access to the OpenMRS-LA database in order to facilitate treatment and coordination of care to clients in common.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

Reviewed by:



RICHARD SANCHEZ  
Chief Information Officer

WTF:JW:KH  
LB:JA:yw

Attachments (2)

c: Auditor-Controller  
County Counsel  
Department of Health Services  
Department of Mental Health  
Department of Public Health  
JWCH Institute, Inc.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF LOS ANGELES

AND

JWCH

FOR

PARTICIPATION IN THE OPENMRS LA PROJECT

OF THE SKID ROW HOMELESS HEALTH CARE INITIATIVE

This Memorandum of Understanding (“MOU”) is between JWCH Institute, Inc. (“JWCH”), a California nonprofit corporation located at 1910 W Sunset Blvd, Suite #650, Los Angeles, CA, and the County of Los Angeles (“County”) herein referred to as “Agency”, which includes the following County Departments as “Participating Agencies” to this agreement: Chief Executive Office (“CEO”), Department of Health Services (“DHS”), Department of Mental Health (“DMH”), and Department of Public Health (“DPH”).

**SECTION I: BACKGROUND.**

JWCH operates a clinic in the Skid Row area heavily populated by homeless or otherwise disenfranchised persons. These individuals need coordinated services to ensure they are receiving the appropriate level of care and to ensure they are not receiving duplicate services by the multiple agencies offering complementary and overlapping services to the population. To improve coordination of care and service delivery, the health and social services agencies in the area formed the Skid Row Homeless Healthcare Initiative (the “Initiative”), which determined that an electronic database for sharing data about encounters and providers would improve coordination of care to the benefit of the individuals using the system and the overall population. JWCH applied for and received funding from LA Care’s Robert E. Tranquada, MD Health Care Safety Net Award to establish this electronic system for sharing patient information. OpenMRS was selected as the platform, and a customized implementation was launched as OpenMRS-LA (“OpenMRS-LA”).

Prior to the establishment of OpenMRS-LA, determining what services a particular homeless person had received would involve a painstaking process of contacting other agencies by telephone and having them look up records. Due to the level of effort required, this process was generally only used for life-threatening situations, and otherwise, medical, health, or social services would be duplicated if records were not available at the providing agency. The OpenMRS-LA data repository allows participating agencies to quickly look up a patient’s status, so that they may better determine care in light of the patient’s history. This MOU seeks to create an agreement among the agencies about how this data repository is to be used and maintained (the “Project”), to improve the appropriateness of care to their patients in common.

## SECTION II: THE PROJECT.

In furtherance of the Project, the Initiative has developed an electronic database that can be accessed via the internet at openmrs-la.org (the “Database”). Each agency that participates in the Initiative (a “Participating Agency”) will be granted access to view and input information about the medical treatment, housing, and other social services that the Agencies provide to individuals in the Skid Row area of downtown Los Angeles (“Patients/Clients”). The Project has been funded by a grant from L.A. Care through the Robert E. Tranquada, M.D., Infrastructure Support Program.

## SECTION III: RELATIONSHIP OF THE PARTIES.

3.1 JWCH. JWCH is the lead agency (“Lead Agency”) for the Project, and has primary responsibility for the development, day-to-day operation, and maintenance of the Database and for ensuring compliance with all state and federal laws regarding confidentiality. As the Lead Agency, JWCH is the owner of the Database and all of the Patient/Client information input into the Database (the “Data”), regardless of which Participating Agency was the original source of the Data.

3.2 Agency. Agency wishes to participate in the Project so that it may have access to the Data and Database in order to provide better and more efficient services to its Patients/Clients. JWCH will thus grant to Agency a non-exclusive license to (i) access the Data and Database, (ii) input Patient/Client data into the Database, and (iii) access and use Data that has been input by JWCH, Agency and other Participating Agencies, as more fully set forth in Section 8.2.

## SECTION IV: OBLIGATIONS OF JWCH.

### 4.1 Development, Operation and Maintenance of the Database.

(a) As the Lead Agency, JWCH is the project manager for the creation of the Database. JWCH shall carry out its duties in this regard in conjunction with representatives of the agencies participating in the Project (the “Participating Agencies”). The list of Participating Agencies is attached hereto as **Exhibit A**.

(b) The initial plan for development and implementation of the Database (the “Project Plan”), is attached hereto as **Exhibit B**. Following implementation of the Project Plan, JWCH shall manage further development of the Database, including the addition of mechanisms to collect, store and report programmatic and service data not currently collected (hereinafter referred to as “new” or “increased” functionality). JWCH shall provide Agency written Notice at least thirty (30) days prior to the implementation of any such new functionality.

(c) JWCH shall be responsible for the day-to-day operation of the Database, including, without limitation, selection and appointment of technical staff. The functions necessary for day-to-day operations are listed in the Operating Plan, which is attached hereto as **Exhibit C**.

(d) JWCH shall conduct ongoing maintenance of the Database in accordance with the Maintenance Plan, which is attached hereto as **Exhibit D**.

#### 4.2 Creation of Project Policies.

(a) JWCH shall be responsible for the creation, adoption, and modification of any rules, regulations, policies, procedures and manuals (collectively "Project Policies") that are necessary for the operation, management and administration of the Project.

(b) Unless JWCH determines that immediate implementation is required, as set forth below, JWCH shall provide Agency written Notice of any new Project Policy at least thirty (30) days prior to the implementation of any new Project Policy. Should Agency object to the terms of the new Project Policy, it may submit its objection, in writing, to JWCH within ten (10) days of receipt of the Notice.

(i) If Agency does not object within ten (10) days, the new Project Policy will be deemed accepted by Agency.

(ii) If Agency delivers to JWCH a written objection to the new Project Policy within ten (10) days of receipt of the Notice, JWCH shall afford Agency an opportunity to meet and confer before implementing the new Policy.

(c) Circumstances requiring immediate implementation of a new Project Policy may include, without limitation, to ensure the security and/or availability of the Data and Database, to comply with the law, and/or to maintain eligibility for existing funding. In such circumstances, JWCH shall provide Agency written Notice of the new Project Policy as soon as reasonably possible.

4.3 Data Security. JWCH shall be responsible for ensuring that the Data is transmitted, stored, maintained and accessed in compliance with the requirements of the HIPAA Privacy and Security Rules, as defined in Section VI (Compliance with the Health Insurance Portability and Accountability Act) of this MOU, and with all other applicable State and federal laws concerning confidentiality and/or data security, including but not limited to the Confidentiality of Medical Information Act, Cal. Civil Code § 56, et seq. ("CMIA"), federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, § 2.1, et seq. and the federal Health Information Technology for Economic and Clinical Health Act.

#### 4.4 Patient/Client Information Privacy. JWCH shall be responsible for:

(a) ensuring that the Data is used and/or disclosed in compliance with the requirements of the HIPAA Privacy Rule, as defined in Section VI (Compliance with HIPAA) of this MOU and all applicable State laws, including but not limited to the CMIA;

(b) auditing the actual access to and use of the Database, and taking appropriate action when unauthorized, unlawful or improper access or use is identified; and



(c) processing and responding to Patient/Client requests for a review, revision, amendment, or accounting of disclosures of Protected Health Information as set forth in Section VI (Compliance with HIPAA) of this MOU;

(d) ensuring compliance with all applicable security breach reporting and notification laws, including but not limited to Cal. Health & Safety Code section 130200 et seq; and,

(e) notifying Agency of all actual and suspected electronic and/or hardcopy documents security breaches (including but not limited to loss or wrongful disclosure of Data, unauthorized access to the Database, and web defacements), and incidents (e.g., computer intrusions, denial-of-service attacks, and malicious code/virus/worm attacks), that may compromise the confidentiality, integrity, and availability of the Data, Database, Confidential Information, and/or OpenMRS-LA within twenty-four (24) hours of identifying the breach or incident, by calling the Agency's Chief Information Security Officer (CISO) at any time at (562) 940-3335, and providing a brief description of the breach or incident.

#### 4.5 User Access and Training.

(a) JWCH has defined role-based access levels for users of the Database. Such access levels are set forth in the User Permissions Matrix, which is attached hereto as **Exhibit E**. JWCH shall provide Agency written Notice of any planned modification of the User Permissions Matrix at least thirty (30) days prior to the implementation of any such modification. Should Agency object to the modification, it may submit its objection, in writing, to JWCH within ten (10) days of receipt of the Notice.

(i) If Agency does not object within ten (10) days, the modification to the User Permissions Matrix will be deemed accepted by Agency.

(ii) If Agency delivers to JWCH a written objection to the modification, JWCH shall afford Agency an opportunity to meet and confer before implementation thereof.

(b) Access. JWCH shall be responsible for (i) ensuring that all of Agency's employees authorized to access the Database for or on behalf of Agency (the "Authorized Users") are assigned the appropriate level of access, as set forth in the User Permissions Matrix, and (ii) monitoring the level of access granted to Agency's Authorized Users, and modifying such access as necessary.

(c) Training. JWCH shall provide training to Agency's Authorized Users (i) within two (2) to four (4) weeks prior to the Project's go-live launch date at Agency, (ii) prior to any new Authorized Users being added, and (iii) at least annually after each Authorized User's initial training. Such training will include sufficient instruction to enable Agency's Authorized Users to comply with the Data Security and Patient/Client Information Privacy requirements of this MOU.

4.6 Reporting. JWCH shall create standard reports regarding Database usage, which reports shall be deidentified and will not contain any PHI as that term is defined in Section 6.1 of this MOU. JWCH shall also receive and process requests for custom reports submitted by

Agency. The information that may be requested in such custom reports shall be identified in a Reporting policy prepared by JWCH in accordance with Section 4.2 of this MOU.

## **SECTION V: OBLIGATIONS OF AGENCY.**

5.1 Licenses, Permits and Certificates. Agency shall obtain and maintain in effect, during the term hereof, all licenses, permits and certificates required by law that are applicable to its provision of services to its Patients/Clients. Agency shall provide copies of such licenses, permits and certificates to JWCH upon request.

### 5.2 Designation of Agency Representative.

(a) Agency shall designate an individual from the CEO's office to serve as the primary representative ("Agency Representative") for the OpenMRS-LA Project. Unless otherwise set forth in this MOU, the Agency Representative shall be the person to whom JWCH delivers all Notices required by this MOU.

(b) The Agency Representative may designate a representative from each participating County department ("Departmental Representative"), and may delegate Agency Representative duties to the Departmental Representative(s). The Agency Representative shall notify JWCH, in writing, of the appointment of such Departmental Representative(s), and those specific duties that have been delegated thereto.

(c) The Agency Representative shall provide JWCH with an initial list of Agency's Authorized Users, and either the Agency Representative or the Departmental Representatives shall inform JWCH as additions, modifications or deletions to that list become necessary.

5.3 Compliance with Project Policies. Agency shall comply with the Project Policies, written copies of which shall be made available by JWCH to Agency, and shall ensure that Agency's Authorized Users also comply with the Project Policies.

### 5.4 Data Security and Patient/Client Information Privacy.

(a) Agency understands that the Data is highly sensitive, and is protected from improper disclosure by state and federal law. In order to obtain and maintain access to the Database, Agency agrees to protect the confidential nature of the Data and to ensure that Agency's employees do not access or use the Data in violation of California State or federal law, or the terms of this MOU.

(b) Agency shall comply with all requirements of HIPAA and all other California State and federal laws protecting patient information privacy imposed upon Agency by this MOU and by Agency's status as a Covered Entity, if applicable.

(c) Agency shall make Agency's Authorized Users available to JWCH for the training required in Section 4.5 of this MOU. If Agency is a Covered Entity under HIPAA, Agency may, upon approval by JWCH, elect to provide the HIPAA training required by this

MOU. In order to obtain such approval, Agency shall submit a summary of its proposed training program to JWCH.

## **SECTION VI: COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.**

### **6.1 Definitions.**

(a) The term “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996.

(b) The term “HIPAA Privacy Rule” or “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, as set forth at 45 CFR Parts 160 and 164.

(c) The term “HIPAA Security Rule” or “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information, as set forth at 45 CFR Parts 160 and 164.

(d) The term “Individual” shall mean a person who is the subject of Protected Health Information.

(e) The term “Protected Health Information” (“PHI”) shall mean protected health information as set forth in the Privacy Rule. For the purposes of this MOU only, all Data entered into the Database shall be deemed to be PHI.

(f) The term “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

(g) All other terms used but not otherwise defined in this MOU shall have the same meaning ascribed to those terms in the Privacy Rule and the Security Rule.

### **6.2 Notice of Privacy Practices. If Agency is a Covered Entity:**

(a) Agency shall provide a copy of the Notice of Privacy Practices (“NPP”) attached hereto as **Exhibit F** to every Patient/Client whose Data it inputs or reviews (i) prior to the first time it inputs or reviews the Patient’s/Client’s Data, (ii) on the Patient’s/Client’s first encounter after the NPP has been revised, and (iii) at least annually thereafter; or

(b) Agency shall incorporate the following language into its existing NPP:

“There are also some circumstances in which we may only use or disclose your PHI after you have given us your written authorization to do so. For example, [\_\_\_\_ Agency Name \_\_\_\_] is a Participating Agency of the Skid Row Homeless Healthcare Initiative (“SRHHI”). The SRHHI has a project in which all of the Participating Agencies enter certain information about the Agencies’ patients or clients into a single database. We

will only enter your information into that database if you sign the Authorization forms giving us your permission to do so.”

### 6.3 Patient/Client Authorizations.

(a) Authorization Policy. It shall be the policy of the Project that:

(i) No Patient/Client shall be added to the Database without first executing a copy of the Authorizations attached hereto as **Exhibit G**, as they are from time to time revised by JWCH;

(ii) The Authorizations of each Patient/Client whose Data is entered in the Database shall expire one (1) year from the date of their execution; and

(iii) If the expiration date for a Patient/Client’s Authorization has passed, and the Authorization has not been renewed, the header of the Patient/Client’s record shall automatically contain a notice to that effect. When an Authorized User determines that a Patient’s/Client’s Authorization has expired, the User shall either procure a new Authorization, or shall inform JWCH of the expiration. Upon notice of an expired Authorization, JWCH shall suspend all access to that Patient/Client’s Data, and such Data shall not be available to any Authorized User until the Patient/Client has executed new Authorizations.

(iv) Notwithstanding the other requirements of this Section 6.3(a), new Authorizations shall be procured for each Patient/Client during the Patient’s/Client’s first encounter with a Participating Agency in each calendar year, without regard for whether the Patient’s/Client’s current Authorizations have expired.

(v) Notwithstanding any other requirement of this Section 6.3, no Patient/Client shall be required to execute an Authorization as a condition of receiving services by any Participating Agency.

(b) Authorization Verification and Procurement.

(i) No Authorized User may input or access the Data of any Patient/Client unless and until the Authorized User first verifies that the Patient/Client has executed the appropriate Authorizations, and that such Authorizations have not expired.

(ii) If an Authorized User determines that a Patient/Client has not been added to the Database, the Authorized User shall provide a NPP to the Patient/Client, and shall obtain executed Authorizations prior to adding the Patient/Client to the Database.

(iii) If an Authorized User determines that a Patient/Client has been added to the Database, but has not executed valid Authorizations, or the Patient’s/Client’s previously executed Authorizations have expired, the Authorized User shall provide a NPP and shall obtain executed Authorizations prior to viewing or modifying the Patient’s/Client’s Data.

(iv) If a Patient’s/Client’s first encounter of the calendar year is at Agency’s facility (rather than at the facility of another Participating Agency), new

Authorizations shall be procured without regard for the expiration date of the Patient's/Client's current Authorizations.

(v) Scanning Authorizations. Agency shall ensure that an Authorized User scans any Authorizations that are obtained from a Patient/Client and shall add the electronic copy of the scanned Authorizations to the Database, so that the Authorizations are accessible to all Participating Agencies.

#### 6.4 Permitted Uses and Disclosures.

(a) Except as otherwise limited in this MOU, the parties may use or disclose the Data as permitted by the Authorization, provided that such use or disclosure would not violate the Privacy Rule if done by JWCH.

(b) Except as otherwise limited in this MOU, the parties may use or disclose the Data for their own proper management and administration, and to carry out their legal responsibilities, if:

(i) such disclosure is required by law, or

(ii) the party first obtains reasonable assurances from the person or entity to whom the Data is disclosed that the Data will be held in confidence and used or disclosed only as required by law or for the purposes for which it was disclosed to the person or entity, and

(iii) the person or entity agrees to notify the party and, if the disclosing party is Agency, JWCH, of any instances of which it is aware in which the confidentiality of the information has been breached as soon as practicable, but in no event later than five (5) days after becoming aware of such breach.

(c) The parties may use PHI to report improper access, use or disclosure of the Data, or other violations of law to appropriate regulatory authorities, consistent with applicable California State and federal law.

#### 6.5 Additional Obligations and Activities of the Parties.

(a) Neither party shall use or disclose the Data other than as permitted or required by this MOU or as required by law.

(b) The parties shall use appropriate safeguards to prevent access, use or disclosure of the Data other than as provided for by this MOU.

(c) Agency shall report to JWCH any use or disclosure of Data not provided for by this MOU of which Agency becomes aware.

(d) The parties shall ensure that any agent to whom they provide Data agrees to the same restrictions and conditions that apply to the parties through this MOU with respect to such information.

(e) Patient/Client Request for Access to PHI.

(i) If Agency receives a request from an Individual for access to inspect and/or copy the Individual's PHI stored in the Database, Agency shall ensure that the request is reduced to writing, and shall forward the request to JWCH within two (2) business days. Agency shall also notify the Individual that JWCH is responsible for responding to such requests.

(ii) JWCH shall respond to a request for inspection of an Individual's record within five (5) business days of its receipt of the request, in accordance with California Health and Safety Code §123100, 45 CFR § 164.524, and 42 CFR § 2.1, et seq.

(iii) JWCH shall respond to a request for copies of all or any portion of an Individual's record within fifteen (15) days of its receipt of the request.

(iv) JWCH shall make every effort to consult with Agency prior to granting a request for access to inspect or copy an Individual's PHI.

(v) If JWCH and/or Agency determines that there is a substantial risk of significant adverse or detrimental consequences to the Individual if such access were permitted, and if denial of the request for access is permitted by law, JWCH shall notify the Individual in writing and shall document the denial in the Individual's record.

(f) Patient/Client Requests for Amendment to PHI.

(i) If Agency receives a request from an Individual for amendment of the Individual's PHI, Agency shall ensure that the request is reduced to writing, and shall forward the request to JWCH within five (5) business days. Agency shall also notify the Individual that JWCH is responsible for responding to such requests.

(ii) JWCH shall respond to a request for amendment in accordance with 45 CFR § 164.526.

(iii) If the request for an amendment is denied, JWCH shall notify the Individual in writing and shall document the denial in the Individual's record.

(g) Patient/Client Requests for Accounting of Disclosures.

(i) Agency shall document any disclosures of PHI and information related to such disclosures as would be required for JWCH to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

(ii) Agency agrees to provide to JWCH, within ten (10) business days of receipt of a written request from JWCH, information documented in accordance with this subsection to permit JWCH to respond to a request by an Individual for an accounting of disclosures of PHI.

(iii) If Agency receives a request from an Individual for an accounting of disclosures of the Individual's PHI, Agency shall ensure that the request is reduced to writing, and shall forward the request to JWCH within two (2) business days. Agency shall also notify the Individual that JWCH is responsible for responding to such requests.

(iv) JWCH shall respond to a request for an accounting of disclosures, and shall maintain documentation regarding any such request in accordance with 45 CFR § 164.528.

(h) Agency shall make its internal practices, books, and records relating to the use and disclosure of PHI available to JWCH or the Secretary in a time and manner designated thereby, for purposes of the Secretary determining JWCH's compliance with the Privacy Rule.

(i) Patient/Client Change or Revocation of Authorization.

(i) If an Individual communicates to Agency any changes in, or revocation of, the Individual's initial Authorization for Agency and/or JWCH to use or disclose PHI, Agency shall ensure that the change or revocation is reduced to writing, and shall forward it to JWCH immediately.

(ii) If the changes or revocation affects any Participating Agency's use or disclosure of PHI, JWCH shall ensure that access to the Individual's Data is limited or revoked accordingly.

(j) Patient/Client Request for Restriction on Use and Disclosure.

(i) If Agency receives a request from an Individual for restriction to the use or disclosure of the Individual's PHI, Agency shall ensure that the request is reduced to writing, and shall forward the request to JWCH within no later than two (2) business days. Agency shall also notify the Individual that JWCH is responsible for responding to such requests.

(ii) JWCH shall respond to the request for restriction in accordance with 45 CFR § 164.522. If an agreed-upon restriction affects any Participating Agency's use or disclosure of PHI, JWCH shall ensure that access to the Individual's Data is limited or revoked accordingly.

(iii) If the request for restriction is denied, JWCH shall notify the Individual in writing and document the denial in the Individual's record.

6.6 Permissible Requests. Neither party shall request the other party to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by the other party or another Participating Agency.

6.7 Compliance with Security Rule. When the parties exchange data electronically, and in all other electronic exchanges of PHI by either party and its subcontractors and agents pursuant to this MOU or other agreement between the parties, the transmitting and sending parties shall both be obligated to comply with the HIPAA Security Rule.

6.8 Miscellaneous.

(a) Regulatory References. A reference in this MOU to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The parties agree to take such action as is necessary to amend this MOU from time to time as is necessary for each Participating Agency to comply with the requirements of HIPAA, the Privacy Rule and the Security Rule.

**SECTION VII: TERM AND TERMINATION.**

7.1 Term. The Term of this MOU shall commence on the date the MOU is executed by JWCH and Agency, and shall continue for a period of three (3) years, unless earlier terminated as set forth herein. The Term shall be automatically extended for successive additional one (1) year periods (each a "Renewal Term") unless either party hereto gives the other party notice of its intent to not renew this MOU at least thirty (30) days prior to the end of the then-current Term or Renewal Term.

7.2 Automatic Termination. This MOU shall terminate automatically if Agency does not maintain the licensure required by law in accordance with Section 5.1 of this MOU.

7.3 Termination for Cause.

(a) If JWCH determines that Agency has breached Section VI (Compliance with HIPAA) of this MOU:

(i) JWCH may, at its discretion, provide an opportunity for the breach to be cured. In the event that the breach is not cured to the satisfaction of JWCH, it may immediately thereafter terminate this MOU.

(ii) If cure is not possible, JWCH may immediately terminate this MOU.

(iii) If neither termination nor cure is feasible, and Agency's breach involves PHI, JWCH shall report the violation to the Secretary.

(b) JWCH may terminate this MOU for cause immediately if Agency fails to strictly comply with the provisions of Section X (Confidentiality) or attempts to make an assignment in violation of Section 12.4 (Assignment) of this MOU.

(c) Either party may terminate this MOU for cause:

(i) If the other party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within ninety (90) days, or makes any assignment for the benefit of creditors; or



(ii) If the other party breaches any other material term of this MOU and fails to cure such breach within thirty (30) days after written notice thereof;

#### 7.4 Termination Without Cause.

(a) Either party may terminate this MOU without cause, upon the giving of sixty (60) days' prior written notice to the other party.

(b) Notwithstanding section 7.4(a), if the Project's grant or other sources of funding are terminated, JWCH may terminate this MOU effective immediately by giving Agency written notice of the loss of funding and of JWCH's intent to terminate the MOU.

7.5 Notice of Termination. The party terminating this MOU shall send the other party a written Notice of Termination that will specify the basis for, and effective date of, the termination.

#### 7.6 Effect of Termination. Upon the expiration or termination of this MOU:

(a) Loss of Access to Database. Each of the user IDs assigned to Agency shall be inactivated by JWCH, and Agency shall have no further access to the Database.

(b) Return of PHI.

(i) Except as provided in paragraphs (ii) and (iii) of this section, Agency shall destroy or send to JWCH all PHI in Agency's possession or control that was obtained from the Database and that did not originate with Agency. This provision shall apply to the PHI that is in the possession or control of any subcontractors or agents of Agency. Agency shall retain no copies of the PHI.

(ii) Agency and JWCH agree that, to the extent PHI obtained from the Database has been incorporated into an individual's medical record or other file held by Agency or Agency's subcontractors or agents, it will not be feasible for Agency to destroy or return the PHI to JWCH. Therefore, Agency and its subcontractors or agents shall extend the protections of this MOU to such PHI and limit further uses and disclosures to those uses and disclosures permitted by this MOU, for so long as Agency maintains such PHI.

(iii) In the event that Agency determines that it would not be feasible to destroy or return PHI obtained from the Database that has not been incorporated into an individual's medical record or other file held by Agency or Agency's subcontractors or agents, Agency shall provide to JWCH notification of the conditions that make return or destruction infeasible. Agency shall make such determination of infeasibility in good faith and JWCH may rely upon Agency's determination if it is reasonable to do so. Agency shall extend the protections of this MOU to such PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Agency maintains such PHI.

(iv) Within thirty (30) days of such expiration or termination, Agency shall provide JWCH with a signed written statement certifying that it has complied with the foregoing obligations.

(c) Confidential Information.

(i) Except as provided in paragraph (ii) of this section, Agency shall, within ten (10) days of such expiration or termination, destroy or send to JWCH all Confidential Information (as defined in section 10.1) and all copies thereof, in Agency's possession or control. This provision shall apply to the Confidential Information that is in the possession or control of any subcontractors or agents of Agency. Agency shall retain no copies of the Confidential Information.

(ii) In the event that Agency determines that it would not be feasible to destroy or return any Confidential Information in the possession or control of Agency or Agency's subcontractors or agents, Agency shall, within ten (10) days of such expiration or termination, provide to JWCH notification of the conditions that make return or destruction infeasible. Upon mutual agreement between the parties that return or destruction of such Confidential Information is infeasible, Agency shall extend the protections of this MOU to such Confidential Information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Agency maintains such Confidential Information.

(iii) Within thirty (30) days of such expiration or termination, Agency shall provide JWCH with a signed written statement certifying that it has complied with the foregoing obligations.

(d) All rights and licenses granted hereunder by Agency to JWCH and JWCH to Agency shall terminate, except as set forth in Section 12.8.

**SECTION VIII: LICENSE.**

8.1 Ownership of Data.

(a) As between Agency and JWCH, JWCH owns and shall retain all right, title and interest in the Data, in any form provided by JWCH or any copies or modifications made by Agency, including, without limitation, all copyrights, trade secrets and other intellectual property rights therein. JWCH owns and shall retain all right, title and interest in the Data regardless of which Participating Agency entered the Data into the Database.

(b) Notwithstanding the forgoing, JWCH's ownership interest in the Data shall not exceed the parameters authorized by the Patient/Client, and all Patients/Clients shall have the full rights regarding their PHI as required by law.

(c) JWCH hereby represents and warrants that (i) it has the full power and authority to grant the licenses and all rights granted by this MOU to Agency, (ii) no consent of any other person or entity is required by JWCH to grant such licenses and rights other than consents that have been obtained and are in effect, and (iii) Agency is entitled to use the Data and Database in accordance with the terms of this MOU.

8.2 Grant of Rights.

(a) JWCH hereby grants to Agency a non-exclusive, non-transferable license to access the Database, and to access, input and use the Data, on an unlimited number of computers, servers, local area networks and wide area networks, by an unlimited number of Authorized Users, for the sole purpose of providing services to Agency's Patients/Clients, for the license Term set forth in Section 7.1.

(b) No Other Grant. Except as expressly provided in this MOU, JWCH does not grant to Agency any right or license, express or implied, in the Data or the Database.

8.3 Agency's Covenants. In consideration of JWCH's grant of license, Agency agrees that all of Agency's Authorized Users shall access the Database using only the unique User ID they are assigned and shall strictly conform to the Policies related to the use of the Database. Agency shall ensure each Authorized User is made aware of and conforms strictly with these requirements.

8.4 License Fees and Payment. There shall be no License Fees or other remuneration between the parties.

8.5 No Reverse Engineering. Agency agrees not to make the Database available to any third parties or reproduce any portion of the Database, except as expressly permitted herein, or to permit or authorize any party to do any of the foregoing.

8.6 Protection of Rights.

(a) JWCH has proprietary rights related to the Project, including without limitation, JWCH's copyright, trade secret, and trademark rights ("Proprietary Rights"), subject to the Open Source License granted by OpenMRS. Agency shall use reasonable efforts to protect those Proprietary Rights, and to cooperate without charge in JWCH's efforts to protect its Proprietary Rights. Agency shall promptly notify JWCH of any known or suspected infringements of JWCH's Proprietary Rights that come to Agency's attention.

(b) JWCH shall have the exclusive right to institute infringement or other appropriate legal action against alleged prospective or actual infringers of its Proprietary Rights. JWCH shall incur all expenses in connection therewith and shall retain all monetary recoveries received therefrom, and Agency shall not take any action to jeopardize, limit or interfere with JWCH's ownership of and rights in the Data and the Database.

## **SECTION IX: INTELLECTUAL PROPERTY.**

9.1 Exclusive Rights to Intellectual Property.

(a) Intellectual Property Rights. JWCH shall be the sole and exclusive owner of all right, title and interest (including, without limitation, any copyrights and other rights in works of authorship, including registered and unregistered copyrights, unpublished works of authorship, moral rights and rights of integrity), trade secrets, know-how, show-how, proprietary information, contract and license rights, all international priority rights, improvements, discoveries, creations and all other forms of intellectual property (collectively, the "Intellectual Property Rights") in any data, work, expression and general community improvement that is

authored, developed, invented, created, conceived, fixed in any tangible medium of expression during the performance of this MOU as such rights relate to the Project, including compilation of the Data contemplated by the Project Plan, the existing Intellectual Property Rights of JWCH and any additional tools and improvements agreed to between the parties and to be identified at such time of agreement. JWCH shall be the exclusive holder of all right, title and interest in and to each Intellectual Property Right owned by or assigned to JWCH hereunder.

(b) Agency shall use reasonable efforts to protect JWCH's right, title and interest in the Intellectual Property Rights of JWCH, and to cooperate without charge in JWCH's efforts to protect its Intellectual Property Rights. Agency's Chief Executive Officer, or designee, shall as soon as practicable notify JWCH of any known or suspected infringements of JWCH's Intellectual Property Rights. JWCH shall have the exclusive right to institute infringement or other appropriate legal action against alleged prospective or actual infringers of its Intellectual Property Rights. JWCH shall incur all expenses in connection therewith and shall retain all monetary recoveries received therefrom, and Agency shall not take any action to jeopardize, limit or interfere with JWCH's ownership of and rights in the Intellectual Property Rights or that would in any way infringe upon or impair the Intellectual Property Rights of JWCH.

9.2 No Assignment of Intellectual Property. This MOU is not intended to constitute, or result in, an assignment of, or the creation of any equitable or other interest in JWCH's Intellectual Property Rights. Agency agrees never to impugn or challenge, or to assist in any challenge to the validity of, the Intellectual Property Rights of JWCH, any registration thereof or JWCH's ownership thereof. All Intellectual Property Rights, whether now existing or hereafter developed by JWCH in connection with this MOU or any other agreement, shall belong exclusively to JWCH. All goodwill from the exercise of the Intellectual Property Rights shall inure to the benefit of JWCH.

## **SECTION X: CONFIDENTIALITY.**

### 10.1 Confidential Information.

(a) "Confidential Information" means:

(i) information disclosed by JWCH to Agency regarding the Project and/or other information identified by JWCH to be held in confidence, by marking such information with the term "Confidential," or "Proprietary," or other similar term;

(ii) all information subject to JWCH's Intellectual Property Rights; and

(iii) any Data entered into the Database that is determined by a court of competent jurisdiction not to be PHI .

(b) "Confidential Information" does not include any information that Agency can demonstrate by written records:

(i) was known to Agency prior to its disclosure hereunder by the disclosing party;

- (ii) is independently developed by Agency;
- (iii) is or becomes publicly known through no wrongful act of Agency;
- (iv) has been rightfully received from a third party authorized to make such disclosure without restriction; or
- (v) has been approved for public release by JWCH's prior written authorization.

10.2 Acknowledgement. Agency hereby acknowledges and agrees that the Confidential Information constitutes and contains valuable proprietary products and trade secrets of JWCH, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Agency agrees to treat (and take precautions to ensure that its employees treat) the Confidential Information received from JWCH as confidential in accordance with the confidentiality requirements and conditions set forth below. Agency shall not disclose JWCH's Confidential Information to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this MOU and who have entered into written confidentiality agreements with that party consistent with this section.

10.3 Maintenance of Confidential Information. Agency agrees to keep confidential all Confidential Information disclosed to it by JWCH in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information).

10.4 Public Records Act. To the extent required by the Public Records Act (Cal. Govt. Code § 6250, et seq.), or other applicable law, regulation or court order, Agency may produce or disclose Confidential Information and, to the extent reasonably possible, Agency will give advance notice thereof to JWCH to seek a protective order or otherwise prevent such disclosure as long as such advance notice does not hinder or affect Agency's legal duty or responsibilities as a public entity to comply with the law. Prior to the disclosure of any Confidential Information pursuant to this section, Agency shall assert all privileges and protections afforded the Information by Cal. Ev. Code § 1040, et seq.

## **SECTION XI: WARRANTIES AND SUPERIOR RIGHTS RELATED TO THE PROJECT.**

11.1 Disclaimer of Warranties. EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS MOU: (a) JWCH DOES NOT REPRESENT OR WARRANT THAT THE DATABASE AND OPENMRS SYSTEM WILL BE FREE FROM ERRORS OR OMISSIONS, AND DOES NOT MAKE ANY WARRANTIES RESPECTING THE OPENMRS SYSTEM, THE DATABASE, OR ANY DATA, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF JWCH HAS BEEN INFORMED OF SUCH PURPOSE; (b) NO AGENT OF JWCH IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF JWCH AS SET FORTH HEREIN; AND (c) JWCH DOES NOT MAKE ANY REPRESENTATIONS REGARDING

THE USE OR THE RESULTS OF THE USE OF THE DATABASE OR THE DATA IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

11.2 Limitation of Liability. JWCH SHALL NOT BE RESPONSIBLE TO AGENCY, AND AGENCY SHALL NOT BE RESPONSIBLE TO JWCH, FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF DATABASE OR DATA

11.3 General Indemnification.

(a) JWCH shall indemnify, defend, and hold harmless Agency, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with JWCH's acts and/or omissions arising from and/or relating to this MOU.

(b) Agency shall indemnify, defend, and hold harmless JWCH and its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Agency's acts and/or omissions arising from and/or relating to this MOU.

11.4 Insurance.

(a) JWCH and Agency, each at its sole expense, shall maintain the following insurance coverage throughout the term of the MOU:

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(b) Agency, at its sole option, may satisfy this insurance requirement through use of a program of self-insurance.

(c) Each party shall provide the other with a certificate(s) of insurance coverage (Certificate) or other evidence of such insurance coverage upon execution of this MOU.

11.5 Intellectual Property Indemnification. Notwithstanding any other provision, JWCH shall indemnify and hold harmless Agency, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or

alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Data, Database, and all software and/or improvements thereto that are utilized in the creation of the Database (except for any source code acquired pursuant to the Open Source License granted by OpenMRS), or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of JWCH's work under this MOU. Any legal defense required by this Paragraph 11.5 shall be conducted by JWCH and performed by counsel selected by JWCH and approved in writing by Agency (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, Agency shall have the right to participate in any such defense at its sole cost and expense, except that in the event JWCH fails to provide Agency with a full and adequate defense, as required by law or this MOU, Agency shall be entitled to reimbursement for all such costs and expenses.

(a) Procedures. Agency shall notify JWCH, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, JWCH shall, at no cost to Agency, as remedial measures, either: (i) procure the right, by license or otherwise, for Agency to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of Agency's license or ownership rights under this MOU; or (ii) to the extent JWCH is unable to procure such right, replace or modify the Database or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in Agency's determination, until it is determined by Agency that the Data and the Database or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

(b) Agency's Remedial Acts. If JWCH fails to complete such remedial measures within forty-five (45) days of the date of the written notice from Agency or Agency has not approved in writing (such approval not to be unreasonably withheld) JWCH's plan of completing such remediation, then Agency shall have the right to take such remedial acts as Agency determines to be reasonable to mitigate any impairment of its use of the Data, Database or damages or other costs or expenses. JWCH shall indemnify Agency for all amounts paid and all direct and indirect costs associated with such remedial acts. JWCH's obligations under this section 11.5 will survive the termination of this MOU or of any license granted under this MOU for whatever reason.

## **SECTION XII: MISCELLANEOUS.**

12.1 Independent Agencies. The parties are independent with respect to each other, and no employment relationship, partnership, joint venture, agency, or other association shall be deemed created by this MOU. Neither party shall have nor exercise any control or direction over the other party's employees or the provision of services by the other party to its own Patients/Clients.

12.2 Notices. Except as otherwise specifically provided herein, any notice to be given hereunder shall be in writing and deemed given on: (a) the date the same is personally delivered to the person designated to receive such notice; (b) the third day after the date on which such

notice is deposited in the United States mail, by registered or certified mail, return receipt requested, with postage prepaid; or (c) two days following delivery to Federal Express, UPS, or other next day service. Until changed in writing as provided herein, any such notice shall be addressed to JWCH at the address first stated above and to Agency c/o the designated Agency Representative, at the address provided by the Representative, or to such other address or number or to such other person or persons designated in writing from time to time by the applicable party.

12.3 Assignment. This MOU will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Neither party shall assign or otherwise transfer this MOU or its rights or obligations hereunder, and this MOU will not inure to the benefit of any trustee in bankruptcy or to any other receiver or successor of either party, whether by operation of law or otherwise, without the prior written consent of the other. Any assignment or other transfer without prior written consent will be null and void.

12.4 No Third-Party Beneficiaries. Nothing in this MOU shall confer upon any person or entity not a party to this MOU any rights or remedies under this MOU.

12.5 Dispute Resolution Procedure.

(a) JWCH and Agency agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this MOU. All such disputes shall be subject to this Section 12.5

(b) JWCH and Agency agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance by either JWCH or Agency that the parties agree should be delayed as a result of such dispute.

(c) If either party fails to continue, without delay, its performance hereunder, and the parties have not agreed that such performance should be delayed as a result of such dispute, then any additional costs which may be incurred as a result of such failure to continue to so perform shall be borne solely by the other party. The non-performing party shall (i) make no claim whatsoever against the other for such costs, and (ii) promptly reimburse the other for such costs.

(d) In the event of any dispute between the parties with respect to this MOU, the parties will submit the matter to Agency's Chief Executive Office, Service Integration Branch Manager and the JWCH Program Manager for the purpose of endeavoring to resolve such dispute.

(e) In the event that Agency's Chief Executive Office, Service Integration Branch Manager and the JWCH Program Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute to them, then the matter shall immediately be submitted to Agency's Deputy Chief Executive Officer and the JWCH Chief Medical Officer for further consideration and discussion to attempt to resolve the dispute.



(f) In the event that Agency's Deputy Chief Executive Officer and the JWCH Chief Medical Officer are unable to resolve the dispute within a reasonable time not to exceed ten (10) business days from the date of submission of the dispute to them, each party may assert its other rights and remedies provided under this MOU and/or its rights and remedies as provided by law.

(g) All disputes utilizing this Dispute Resolution Procedure shall be documented by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in Sections 12.5 (d), (e), (f), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or by exchange of correspondence.

12.6 Governing Law. This MOU shall be governed by and interpreted and construed in accordance with the laws of the State of California.

12.7 Severability. If any provision of this MOU shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.8 Survival. The following Sections of this MOU shall survive its expiration or termination for any reason: 4.3, 4.4, 5.4, VI, VIII, IX, X, XI, and XII.

12.9 Entire MOU. This MOU, including all exhibits attached hereto and hereby incorporated by reference, contains the entire understanding and agreement between the parties respecting the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.

12.10 Waiver and Amendment. This MOU may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this MOU or of any subsequent default or breach of the same or a different kind. No failure or delay by either party in exercising any right, power or remedy under this MOU shall operate as a waiver of any such right, power or remedy.

12.11 Force Majeure. Any delay in or failure of performance by either party under this MOU will not be considered a breach of this MOU and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, prevention or prohibition by law and war.

12.12 Headings. All captions and headings in this MOU are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.13 Expenses. Except as specifically provided herein, each party shall pay its own fees and bear its own expenses with respect to this MOU.

12.14 Authority. Each of the parties hereto has duly authorized its respective representative to execute this MOU on its behalf.

12.15 Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this MOU as of the dates set forth below, the later of which shall be the Effective Date.

**JWCH INSTITUTE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County of Los Angeles Participating Agency Representatives**

**CHIEF EXECUTIVE OFFICE**

**DEPARTMENT OF HEALTH SERVICES**

\_\_\_\_\_  
**William T Fujioka**  
Chief Executive Officer

\_\_\_\_\_  
**John F. Schunhoff, Ph.D.**  
Interim Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF MENTAL HEALTH**

**DEPARTMENT OF PUBLIC HEALTH**

\_\_\_\_\_  
**Marvin J. Southard, D.S.W.**  
Director

\_\_\_\_\_  
**Jonathan E. Fielding, M.D., M.P.H.**  
Director and Health Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **OpenMRS-LA Participating Agencies**

#### **Health Care Providers**

- JWCH Institute Medical Clinic at the Weingart Center
- Los Angeles Christian Health Centers
- UCLA School of Nursing Clinic at Union Rescue Mission
- USC School of Dentistry at Union Rescue Mission
- Los Angeles County Department of Mental Health
- Los Angeles County Department of Public Health
- Los Angeles County Department of Health Services

#### **Housing Providers**

- Los Angeles Mission
- Weingart Center Association
- Downtown Women's Center
- Skid Row Housing Trust
- Union Rescue Mission Shelter
- SRO Housing Corporation

#### **Multi-Service and Other Agencies**

- Midnight Mission
- LAMP Community
- Homeless Healthcare Los Angeles
- Volunteers of America
- Los Angeles Homeless Services Authority

## **Exhibit B**

### **OpenMRS-LA Project Plan**

The OpenMRS-LA Project is an IT system comprised of a website, data collected on the website, the server that hosts it, hardware to access the IT system, and a desktop operating system.

The Project also involves personnel to implement OpenMRS-LA, train its users, and maintain the system. The Project management team will consist of the Chief Medical Officer, program manager, trainer, and help desk.

OpenMRS-LA will function as a patient, encounter, and tuberculosis (TB) registry for the agencies involved in the Skid Row Homeless Healthcare Initiative (SRHHI) to track and care for their Patients/Clients.

The Project is being built in collaboration with the SRHHI member-agencies. They have given input into its workflow, contents, language, and design.

The core of the system is the OpenMRS system, an open-source electronic medical record (EMR) framework built by the Regenstrief Institute in Indiana.

The module for the TB functionality of the site was built by Mirth Corp.,<sup>1</sup> a software development company.

Mirth Corp. will build the modules that contain the custom functionalities needed for the system, server, and desktop operating system for the workstations.

Mirth Corp. will arrange for the server to be hosted at a secure and reputable co-location facility, manage the website, and be responsible for its upkeep and maintenance.

JWCH will hire a program manager and trainer to aid in the implementation of the Project.

The system was initially implemented in a single location of the SRHHI and is subsequently being implemented in a number of other locations.

A status and statistics website will gather data from the OpenMRS-LA system and present usage statistics about the data on the website.

The status website will be used to collect, store, and present aggregate, de-identified information about patients (e.g., demographic characteristics, numbers entered into OpenMRS-LA), their encounters at participating agencies, and their TB status.

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<sup>1</sup> Mirth Corp. was previously known as WebReach.

## Exhibit C

### OpenMRS-LA Operating Plan

JWCH is responsible for assigning user IDs and setting the level of permissions for each Authorized User.

*The Database will operate as a tool for intake and care, as follows:*

Intake (i.e. identification or entry into the system or agency):

When a Patient/Client presents to a Participating Agency, the appropriate Authorized User will determine whether the Patient/Client has previously agreed to participate, or would like to participate, in the OpenMRS-LA Database Project. If the Patient/Client has previously agreed to participate, the Authorized User shall locate the Patient's/Client's record in the Database and verify that the Patient/Client has signed an Authorization, and that the Patient's/Client's Authorization has not expired. If the Patient/Client agrees at that time to participate, the Authorized User shall obtain the Patient's/Client's Authorization, and shall then create a new record for the Patient/Client in the Database.

A record of the Patient's/Client's encounter with the Participating Agency will be made on that day. A demographic form may be printed by the Agency to be used to document the Patient's/Client's visit.

Care:

If a Patient/Client has agreed to participate in the Project, a Participating Agency's Authorized Users may access the Patient's/Client's Data for the purposes set forth in the Authorization. Examples of appropriate reasons for accessing a Patient's/Client's Data include: providing medical care, recording and reviewing TB status, and identifying the most common place that a Patient/Client received services.

If a Patient/Client has declined to participate in the Project, the Participating Agency may not input any information regarding the Patient/Client into the Database. In addition, the Participating Agency may not deny to provide care or services on the basis of the Patient/Client's decision to not participate in the Project.

*Project functions include the following:*

Entering New Patients/Clients:

Patients/Clients who have not yet agreed to participate in the Project may be added to the Database once they have signed an Authorization. After appropriate Authorizations are obtained and the Authorized User has created a new Patient/Client record, the User may enter basic demographic data appropriate field in web form. Any information not entered in the first form may be updated on a subsequent visit.

#### Entering Encounters:

Once a Patient/Client has signed an Authorization, an Authorized User may enter Data regarding encounters with that the Patient/Client. Prior to entering any such Data, the Authorized User shall verify that the Patient's/Client's Authorizations have not expired.

#### Entering TB Information:

Healthcare professionals may provide Data regarding a Patient's/Client's TB status, which may be entered into the Database by an Authorized User and recorded in the Database's TB registry. The TB Data will be added either at the point of test provision or result only by an Authorized User in a licensed medical provider's office. TB status will consist of the results of the patient's TB test, relevant additional lab tests or x-rays, and relevant history of TB treatment.

#### Accessing Patient/Client Information:

Any Authorized User who has an appropriate reason to locate a Patient's/Client's Data in the Database (e.g., demographic, encounter, or TB information), may access the Database, search for the Patient/Client, and access the appropriate Data. Using the Database for anything but Patient/Client intake or care is prohibited.

#### Calling About Patient/Client Information:

If a staff member of a Participating Agency who is not an Authorized User needs or requires information, the staff member must use an alternate procedure for obtaining such information.

#### Reports:

Participating Agencies shall receive monthly reports regarding general usage statistics for the Database. All information in such monthly reports shall be de-identified. Participating Agencies may request, in writing, custom reports, which requests will be evaluated as needed

#### IDs and Passwords:

Each Participating Agency will designate a representative ("Agency Representative") to be the lead point person for the OpenMRS-LA Project. The Agency Representative will be responsible for communicating the names and user levels of the Authorized Users, as well as any changes or deletions to the list of Authorized Users. The project manager will maintain a list of Agency Representatives and a way to identify them. When needed, the Agency Representative will request the addition and deletion of Authorized Users.

#### New Authorized Users:

After an Agency Representative submits a request for a new user ID, the new Authorized User will be trained by the trainer, program manager, or help desk in logging on and using the system, and will be provided the patient privacy and data security training required by the MOU.

#### Deleting Expired IDs:

If any Authorized User leaves a Participating Agency, the Authorized Representative will request deletion of the User's ID. On a regular basis, the project manager will check in with the Authorized Representative and review the list of that Agency's Authorized Users to determine whether any should be removed.

Roles and Privileges:

The Database will enable the inputting and viewing of Data about Patients/Clients, their visit history, and TB information. All Authorized Users with access to Patients/Clients will be able to enter new Patients/Clients into the Database. Only Authorized Users at medical providers' offices will be able to enter TB Data into the Database.

## Exhibit D

### **OpenMRS-LA Maintenance Plan**

Backups: Daily backup to offsite SAN (up to 80GB total with a 4 week retention) will be performed by Mirth Corp. in accordance with service specification.

Upgrades: As OpenMRS upgrades become available, Mirth Corp. will upgrade the server in conjunction with the project management team.

Security: Maintenance and support of OpenMRS related hardware include but are not limited to firewall(s) and network intrusion prevention system by Mirth Corp.

Hardware/desktop OS maintenance: This should not be necessary. Machines will boot from bootable CD and have no hard drive. The machine will need no software/OS maintenance. Any hardware device problems will be flagged and noted by any party to the project management team and will be addressed by the team.

Authorized Users: Authorized Users will receive instruction on the creation of robust passwords during OpenMRS training conducted by JWCH. JWCH will create and deactivate Authorized User accounts as requested by the Agency Representative or Departmental Representative within one (1) business day of notification that such account should be created or deactivated.

Outages (scheduled and unscheduled): If the Database is scheduled to be unavailable outside of a scheduled maintenance window for any reason, the JWCH Program Manager will notify the Agency Representative of the planned outage as soon as is reasonably possible. If an Authorized User is unable to access the Database at any time during business hours, the Authorized User shall notify the Agency Representative of such unavailability, who shall immediately notify the JWCH Program Manager. Outages of this nature may be related to problems at the Authorized User's workstation, problems on JWCH's server, disrupted internet service, lost or forgotten passwords/login IDs, or breakdowns in the OpenMRS and/or Database programming. Upon learning from any source that the Database has become unavailable, the Program Manager shall investigate the cause of such outage. Should the cause of the outage be determined to be outside of Agency's client workstation(s) and local internet connection, JWCH will, in conjunction with Mirth Corp. or other software developer, endeavor to resolve the problem immediately. If the Program Manager determines the problem will not be solved within four (4) hours, the Program Manager will notify the Agency Representative, who shall inform Agency's Authorized Users of the situation. Problems within Agency's client workstations and local internet connection are the responsibility of Agency to address. JWCH OpenMRS personnel may, at their discretion, contribute technical support at the request of Agency.



**Exhibit E**

**OpenMRS-LA User Permissions Matrix**

<b>Type of Provider (Covered Entity?)</b>		
<b>User Level(s)</b>	<b>Permission Level(s) (Add Data)</b>	<b>Permission Level(s) (View Data)</b>
<b>Medical Clinic (Y)</b>		
A	1	1
B	1	1
C	1	1
<b>Mental Health Clinic (Y)</b>		
A	1	1
B	1	1
C	1	1
<b>Substance Abuse Clinic (Y)</b>		
A	1	1
B	1	1
C	1	1
<b>Housing Provider (N)</b>		
C	2	1
<b>Social Service Agency (N)</b>		
C	2	1

User Levels:

- A. Physician/other licensed health care provider
- B. Medical Assistants, Case Managers, Community Health Workers (such as Family Planning counselors, HIV Testing Counselors, and other trained outreach positions)
- C. All other staff

Permission Levels (add or view data):

- 1. Demographic data, Encounters and Observations\*
- 2. Demographic data and Encounters
- 3. Demographic data only (not currently used)

\* “Observations” consists solely of TB status until such time as funding is secured to add other components. At that time, the Encounters and Observations features will be re-structured and this matrix will be updated.

**Exhibit F**

**OpenMRS-LA**

**Notice of Privacy Practices**

*See Next Page.*

# Notice of Privacy Practices

**HIPAA (Health Insurance Portability and Accountability Act of 1996)**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

At [\_\_\_\_\_ Agency Name \_\_\_\_\_], keeping your personal information secure and protecting your privacy rights is one of our top priorities. This Notice of Privacy Practices (“Notice”) describes how we will protect those rights, our legal duties, how we may use and/or disclose your “Protected Health Information,” and how you can get access to your information. You will be asked to sign the last page to acknowledge that you received a copy of this Notice.

**“Protected Health Information” (“PHI”)** is information about you, including demographic information, that may identify you and that relates to your past, present, or future physical or mental health or condition, the physical or mental health care we provide to you, or payment for that care.

## **HOW WE WILL PROTECT YOUR HEALTH/MENTAL HEALTH INFORMATION (PHI).**

We are required to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are also required to abide by the terms of this Notice.

We will create a record of the treatment and/or services we provide to you. That record may include information from other agencies if you have given us permission to obtain your PHI from them or share your PHI with them. We need these records to provide you with quality care and to comply with certain legal requirements. The information in these records is our property. It is accessible by all of our staff, professionals, contractors or volunteers who are assisting us in providing services to you and are authorized to view or enter information in your record, chart or file.

In certain circumstances, the law allows us to use and/or disclose your PHI without your consent or authorization. Those circumstances, which are described in more detail in this Notice, include treatment, payment, and health care operations; and use or disclosure by other organizations that are providing service to you and who must comply with this Notice of Privacy Practices. Those organizations are either considered a “Covered Entity” or a “Business Associate.” Business Associates may include auditors, attorneys, MIS technicians, and consultants.

There are also some circumstances in which we may only use or disclose your PHI after you have given us your written authorization to do so. For example, [\_\_\_\_\_ Agency Name \_\_\_\_\_] is a Participating Agency of the Skid Row Homeless Healthcare Initiative (“SRHHI”). The SRHHI has a project in which all of the Participating Agencies enter certain information about the Agencies’ patients or clients into a single database. We will only enter your information into that database if you sign the Authorization forms giving us your permission to do so.

**HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION.**

The law provides that we may use and/or disclose your PHI without your consent or authorization in the following ways:

**FOR TREATMENT:** We may use or disclose your PHI to provide you with physical or mental health treatment or services. We may disclose physical or mental health information about you to members of our treatment team, including specialists and consulting staff or other personnel who are involved in taking care of you at another healthcare agency. For example, a service coordinator may need to discuss issues with the doctor which are important to your treatment or to assist you with obtaining needed resources. We may also share physical or mental health information about you in order to coordinate services such as outside appointments, prescriptions, lab works, x-rays and psychiatric assessments.

**FOR PAYMENT:** We may use or disclose your PHI in order to bill and collect payment for the services we provide or that are provided by another healthcare provider. For example, we may need to provide information about your diagnosis and the type of services you received to the County of Los Angeles Department of Mental Health so that we will be reimbursed for your treatment and services provided.

**FOR HEALTH CARE OPERATIONS:** We may use or disclose your PHI for our operations. Such uses and disclosures are necessary to run our agency and to make sure that all of our clients receive quality care. For example, your case may be discussed with clinical or contractual staff for learning purposes and evaluating the quality of services provided or to ensure agency compliance with funding requirements.

**APPOINTMENT REMINDERS:** We may use or disclose your PHI to contact you as a reminder that you have an appointment for treatment. *If you do not wish to be contacted for appointment reminders, you may provide the **Privacy Officer** with alternative instructions in writing. (See page 5).*

**DISCLOSURES TO FAMILY OR INDIVIDUALS WHO ARE INVOLVED IN YOUR CARE:** We may disclose your PHI to your family and friends, or other individuals involved in your care or the payment of your care. We may use or disclose your PHI to notify, or assist in the notification of a family member, a personal representative, or another person responsible for your care, of your location, general condition or death. If you are present or otherwise available, we will give you an opportunity to object to these disclosures. If you are not present or available, we will determine whether a disclosure is in your best interest using our professional judgment.

**WHEN REQUIRED BY LAW:** We may use or disclose your PHI when a law requires that we report information about suspected child, elder or dependent adult abuse, neglect or domestic violence; or relating to suspected criminal activity; or in response to a court order. We must also disclose PHI to authorities that monitor compliance with these privacy requirements. We may use or disclose your PHI when required by law to do so by any other law not already referred to in this notice. All such uses or disclosures must comply with and be limited to the requirements of the applicable law.

**TO AVERT THREAT TO HEALTH OR SAFETY:** In order to avoid a serious threat to your health or safety and/or that of the public or another person, we may use or disclose your PHI to someone who can reasonably prevent or lessen the threat of harm. For example, if a client is threatening to harm him/herself we may notify Department of Mental Health or hospital personnel who might evaluate the client for potential psychiatric hospitalization.

**PUBLIC HEALTH ACTIVITIES:** We may use or disclose your PHI for public health activities such as preventing or controlling disease. For example, if a client presents symptoms of TB, we are required to refer to and notify the Health Department.

**WORKERS' COMPENSATION:** We may use or disclose your PHI for workers' compensation or similar programs that are established by law. These programs provide benefits for work-related injuries.

**LAWSUITS AND DISPUTES:** If you are involved in a lawsuit or a dispute, and for certain other administrative or judicial proceedings, we may use or disclose your PHI in response to a court or administrative order, a subpoena, or other lawful process.

**LAW ENFORCEMENT:** We may use or disclose your PHI to police or other law enforcement officials, excluding certain mental health and/or substance abuse information, as required by law or in compliance with a court order or grand jury to administrative subpoena.

**CORONERS, MEDICAL EXAMINERS, AND FUNERAL DIRECTORS:** We may release health information to a coroner or medical examiner. Such disclosures may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release PHI to funeral directors as necessary to carry out their duties.

**SPECIALIZED GOVERNMENT FUNCTIONS AND PURPOSES OF SECURITY:** We may use or disclose your PHI to authorized federal officials for intelligence, protection of the President or other government officials, and other national security activities as authorized by law.

**RESEARCH:** In certain circumstances, we may use or disclose your PHI for research purposes. For example, a research project may involve comparing the degree of improvement of all clients who received one treatment approach to those who received another, for the same condition. All research projects, however, are subject to a special approval process and include additional mechanisms for protecting the privacy of your PHI.

**FUNDRAISING ACTIVITIES:** We may use or disclose your PHI to contact you and inform you about fundraising activities. *If you do not wish to be contacted for fundraising activities, please inform the **Privacy Officer** in writing. (See page 5).*

**HEALTH OVERSIGHT ACTIVITIES:** We may use or disclose your PHI to a health oversight agency for activities authorized by law. These oversight activities include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**INMATES:** If you are an inmate or under the custody of a law enforcement official, we may release your PHI to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you health care, (2) to protect your health and safety or the health and safety of others, or (3) for the safety and security of the correctional institution.

**USES AND DISCLOSURES REQUIRING YOUR AUTHORIZATION.**

Other uses and disclosures will be made only with your written authorization. You may revoke an authorization in writing at any time and we will stop using or disclosing your PHI for the reasons covered by that authorization. Please understand that we are unable to take back any disclosures already made with your authorization.

**YOUR RIGHTS REGARDING THE PHI WE MAINTAIN ABOUT YOU.**

**INSPECT AND COPY YOUR PHI:** You have a right to inspect and copy your PHI upon your written request. Usually this includes medical and billing information. It may not include some mental health information and information compiled for certain specific uses. You may request a copy of information in writing. We will respond within 10 days and we may charge a fee for the costs of copying, mailing or other supplies associated with your request. If we deny your request to access information, we will give you written reasons for the denial and explain any right to have the denial reviewed.

**REQUEST AMENDMENT OF YOUR PHI:** If you feel that the information we have about you is incorrect or incomplete, you may ask us to amend the information in a written request which includes a reason that supports your request. Submit the written request to the **Privacy Officer**. (See Page 5). We may deny the request if it is not in writing or does not include a reason to support the request. Also, we may deny the request if we determine that the PHI is: (i) correct and complete; (ii) not created by us and/or not part of our records, or; (iii) not permitted to be disclosed. Any denial will state the reasons for denial and explain your right to have the denial reviewed, and your right to submit a written statement disagreeing with the denial.

**REQUEST RESTRICTIONS ON USES/DISCLOSURES:** You have the right to ask that we limit how we use/disclose your PHI. For example, you could ask that we not use or disclose information about a surgery you had. In your request, you must tell us 1) what information you wish to limit and 2) to whom you want the limit to apply. We will consider your request, but are not legally bound to agree to the restriction. To the extent that we do agree to any restrictions on our use or disclosure of your PHI, we will put the agreement in writing and abide by it except to provide emergency treatment. We cannot agree to limit uses or disclosures that are required by law or that have occurred prior to the written request.

**REQUEST CONFIDENTIAL COMMUNICATIONS:** You have the right to request that we communicate with you about your physical or mental health matters in a certain way or at a certain location. For example, you can request that we only contact you at work or by mail or whether or not to leave voice messages on your answering machine. The request must be in writing.

**ACCOUNTING OF DISCLOSURES:** You have the right to request a list of when, to whom, for what purposes and what content of your PHI we have disclosed, other than those permissible disclosures for treatment, payment or health care operations, and with other permissible disclosures as authorized by law. This right applies to disclosures for purposes other than treatment, payment, and health care operations, and it does not include certain other types of disclosures set out in this Notice, such as those we have made to you, or as required by law, or pursuant to your prior authorization. To request this list of disclosures, you must submit your request in writing to the **Privacy Officer**. We have 60 days to respond to your request. You may request an accounting for up to six (6) years prior to the date of the request, but may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically).

[\_\_\_\_Agency Name\_\_\_\_]

**Notice of Privacy Practices**

Page 5

We may request a photocopy of your identification and documentation of your address before providing any accounting you request.

**RECEIVE THIS NOTICE:** You have a right to receive a paper copy of this notice and will be given this copy upon signed acknowledgement that you have reviewed it and been offered a copy. Additionally, you may obtain a copy of this notice at our Website.

**COMPLAINTS:** If you believe your privacy rights have been violated, you may file a written complaint with the *Privacy Officer* listed below or you also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services' Office for Civil Rights, Regional Manager, 50 UN Plaza, Room 322, San Francisco, CA, 94102, 1 (800) 368-1019; or the County of Los Angeles Chief HIPAA Privacy Officer, Department of Auditor-Controller, 500 West Temple Street, Room 410, Los Angeles, California 90012 (213) 974-2164; e-mail: HIPAA@Auditor.LACounty.gov.

*You will not be retaliated against or penalized if you file a complaint.*

**ADDITIONAL PROVISIONS**

**PRIVACY OFFICER:**

**All written requests or complaints must be submitted to the following Privacy Officer:**

**Name of Contact**  
**Agency Name**  
**Agency Address**  
**Agency Telephone Number**

**CHANGES TO THIS NOTICE:** We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for PHI we already have about you as well as any information we receive in the future. We will post a copy of the current Notice at all of our locations. The Notice will contain the effective date. In addition, each time we open a case for you, we will offer you a copy of the Notice in effect at that time. We will ask you to sign to acknowledge that you received a copy of this Notice at time of your admission or re-admission.

**EFFECTIVE DATE:** This Notice is effective July \_\_, 2008 and was last updated on July \_\_, 2008.

**ACKNOWLEDGMENT:** I acknowledge receipt of the Notice of Privacy Practices from [\_\_\_\_\_  
Agency Name\_\_\_\_\_].

**Patient/Client:** \_\_\_\_\_  
Print Name                      Signature                      Date

**Guardian:** \_\_\_\_\_  
**Or Conservator**              Print Name                      Signature                      Date

**Staff/Witness Name:** \_\_\_\_\_  
Print Name                      Signature                      Date

**INABILITY TO OBTAIN ACKNOWLEDGMENT**

Complete only if no signature is obtained. If it is not possible to obtain the individual's acknowledgment, describe the good faith efforts made to obtain the individual's acknowledgment, and the reasons why the acknowledgment was not obtained.

Patient's Name: \_\_\_\_\_

Reasons why the acknowledgment was not obtained:

Patient refused to sign this acknowledgment even though the patient was asked to do so and the patient was given the Notice of Privacy Practices

Other: \_\_\_\_\_

Signature of provider representative: \_\_\_\_\_ Date: \_\_\_\_\_



**Exhibit G**

**OpenMRS-LA**

**Authorizations**

*See Next Page.*

## SKID ROW HOMELESS HEALTHCARE INITIATIVE

### AUTHORIZATION FOR THE USE AND/OR DISCLOSURE OF PROTECTED HEALTH INFORMATION TO JWCH

Patient Name (Last, First): \_\_\_\_\_ Gender: M F

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Patient ID: \_\_\_\_\_

Address: \_\_\_\_\_

The Skid Row Homeless Healthcare Initiative (“SRHHI”) has been created so that certain agencies in the Skid Row area of downtown Los Angeles can work together to better provide health care, mental health treatment, housing, and other social services to the people they serve.

In order to do this, JWCH Institute, Inc. (“JWCH”) has created an electronic database to collect and track certain information from the agencies participating in SRHHI about the care and services that have been provided to the people they serve. If I agree, SRHHI agencies will be able to input and view information about me in this electronic database. The information collected about me will include medical information (my medical history and current medical condition, the health care I receive and any payment for that care), information about the housing and other social services I receive and my participation in various government programs. When all of this information is entered into the electronic database, it becomes “Protected Health Information,” or “PHI.”

I must give permission before the SRHHI agencies may input my PHI into the electronic database operated by JWCH. The following agencies may input my PHI into this database:

#### **Health Care Providers**

- JWCH Institute Medical Clinic at the Weingart Center
- Los Angeles Christian Health Centers
- UCLA School of Nursing Clinic at Union Rescue Mission
- USC School of Dentistry at Union Rescue Mission
- Los Angeles County Department of Mental Health
- Los Angeles County Department of Public Health
- Los Angeles County Department of Health Services

#### **Housing Providers**

- Los Angeles Mission
- Weingart Center Association
- Downtown Women’s Center
- Skid Row Housing Trust
- Union Rescue Mission Shelter
- SRO Housing Corporation

#### **Multi-Service and Other Agencies**

- Midnight Mission
- LAMP Community
- Homeless Healthcare Los Angeles
- Volunteers of America
- Los Angeles Homeless Services Authority



## SKID ROW HOMELESS HEALTHCARE INITIATIVE

### AUTHORIZATION FOR THE USE AND/OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY JWCH

Patient Name (Last, First): \_\_\_\_\_ Gender: M F

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Patient ID: \_\_\_\_\_

Address: \_\_\_\_\_

The Skid Row Homeless Healthcare Initiative (“SRHHI”) has been created so that certain agencies in the Skid Row area of downtown Los Angeles can work together to better provide health care, mental health treatment, housing, and other social services to the people they serve.

In order to do this, JWCH Institute, Inc. (“JWCH”) has created an electronic database to collect Protected Health Information (“PHI”) about me from the agencies participating in SRHHI. I have given my permission for each of the agencies listed below to share my information with JWCH by entering it into the SRHHI database.

I must also give permission for JWCH to share my PHI that is entered into the database with all of the other agencies, so they may use the information to provide me medical treatment, housing, and other social services.

The Agencies with whom JWCH may share my PHI are as follows:

#### **Health Care Providers**

- JWCH Institute Medical Clinic at the Weingart Center
- Los Angeles Christian Health Centers
- UCLA School of Nursing Clinic at Union Rescue Mission
- USC School of Dentistry at Union Rescue Mission
- Los Angeles County Department of Mental Health
- Los Angeles County Department of Public Health
- Los Angeles County Department of Health Services

#### **Housing Providers**

- Los Angeles Mission
- Weingart Center Association
- Downtown Women’s Center
- Skid Row Housing Trust
- Union Rescue Mission Shelter
- SRO Housing Corporation

#### **Multi-Service and Other Agencies**

- Midnight Mission
- LAMP Community
- Homeless Healthcare Los Angeles
- Volunteers of America
- Los Angeles Homeless Services Authority

**I give my permission for JWCH to share my PHI with each of the agencies listed on the front page of this Authorization. The purpose of sharing and using this information is to help the agencies provide me medical treatment, housing, and other services.** I understand that the agencies will not share or use information that can identify me for any reason other than providing these services.

I understand that the information about me that is shared based on this Authorization may be redisclosed by the recipient and may no longer be protected by federal confidentiality law. However, California law prohibits the person or agency receiving my health information from sharing it with someone else unless I sign another authorization or unless the disclosure is specifically required or permitted by law.

I understand that I have the following rights:

- I may refuse to sign this Authorization. If I refuse, I will still be able to obtain treatment and other services.
- I must be provided a copy of this Authorization after it is signed.
- I may restrict what information is disclosed with this Authorization.
- If I change my mind about letting these agencies share and use my information, I may revoke this Authorization by providing a written notice to JWCH. However, if I revoke this Authorization, the information that has already been shared or used as of that date will not be affected.

This Authorization will expire one year from the date it is signed.

_____	_____
Patient or Representative Signature	Date
_____	_____
Patient or Representative Printed Name	Description of Representative's Authority
_____	_____
Witness (only if signed by a Representative)	Date

***For Internal Use Only***

**Name/ID of person obtaining Authorization:** \_\_\_\_\_

**Initial here after Authorization is entered into OpenMRS:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<b><i>Identify applicable justification and provide documentation for each checked item.</i></b>
(✓)	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be service by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
(✓)	<p>➤ Other reason, Please explain:</p> <p>The OpenMRS-LA system is a unique and one of a kind system that is anticipated to improve the quality of treatment and coordination of care provided to the individuals and residents of the Skid Row area of downtown Los Angeles. Only JWCH Institute provides a collective repository of client service information, through the OpenMRS-LA Project, which can be accessed by the Department of Health Services, Department of Mental Health and Department of Public Health, as well as by other participating agencies who have entered into a Memorandum Of Understanding with the JWCH Institute.</p>

**Deputy Chief Executive Officer, CEO**

**Date**



February 2, 2010