



Los Angeles County
Board of Supervisors

September 04, 2012

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

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

Dear Supervisors:

**APPROVAL OF SAFETY-NET eCONSULT SYSTEM DEMONSTRATION
PROJECT MEMORANDUM OF UNDERSTANDING
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

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www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*

SUBJECT

Approval of a new Memorandum of Understanding among the County of Los Angeles' Department of Health Services, Local Initiative Health Authority for Los Angeles County D.B.A. L.A. Care Health Plan, Healthcare L.A., IPA, Medpoint Management, Inc. and the Community Clinic Association of Los Angeles County, for participation in the Safety-Net eConsult System Demonstration Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to sign a multi-party Memorandum of Understanding (MOU) among the County of Los Angeles' Department of Health Services (DHS), Local Initiative Health Authority for Los Angeles County D.B.A. L.A. Care Health Plan (L.A. Care), Healthcare L.A., IPA (HCLA), Medpoint Management, Inc. (Medpoint) and the Community Clinic Association of Los Angeles County (CCALAC), effective upon date of execution by the parties, following Board approval, and remain in effect for a period of one year, for the express purposes of establishing a formal working relationship for participation in the Safety-Net eConsult System Demonstration Project (eConsult), at no cost to the County.



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2. Delegate authority to the Director, or his designee, to sign Amendments to the MOU, to accept at no cost to the County: a) extensions to the MOU term for up two additional one-year periods; b) additions, deletions and/or changes to non-substantive terms and conditions in the MOU; and c) additions/deletions of participants; and, d) to approve necessary changes to participants' responsibilities, subject to prior review and approval by County Counsel and notification to the Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director to sign a MOU, substantially similar to Exhibit I, among the County, L.A. Care, HCLA, Medpoint and CCALAC, establishing a formal working relationship between the parties for participation in eConsult. eConsult which is a critical component of the DHS initiative to transform the access to, and the quality of, specialty services. This system is a secure, web-based platform that facilitates clinical dialogue between Primary Care Providers (PCPs) and Specialists Physicians (Specialists) for the purpose of providing timely and coordinated specialty care services for patients with specialty care needs. The intent of eConsult is to determine whether a novel strategy for improving specialty care access is effective, and to establish a research matrix for collecting data and evaluating outcomes. eConsult represents an innovative partnership around meeting the needs of DHS patients. Because of the direct conversation it facilitates, both the PCP and the Specialist have the opportunity to more collaboratively and proactively care for the patient and in many cases, allow the patient to remain in their medical home.

Approval of the second recommendation will allow the Director to accept extensions to the term of the MOU, additions/deletions, and/or changes to non-substantive terms and conditions, additions/deletions of participants, and any necessary changes to participants' responsibilities. The participants are exploring funding opportunities that may allow for a larger pool of participants and/or longer period of time for evaluation of the effectiveness of eConsult on patient care. The authority to make changes to non-substantive terms and conditions, and participant responsibilities, will allow for continuity of the demonstration project.

Implementation of Strategic Plan Goals

The recommended actions support Goals 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

eConsult is an e-health service offered by LA Care at no cost to DHS and the other participating organizations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County, through DHS, as a governmental agency is a provider of health care, providing emergency, outpatient, and specialty care to approximately 2 million individuals, many of whom are

indigent, working poor, and/or without access to other health care. The County provides such services directly through its network of County DHS operated hospitals and facilities and in partnership with private health care providers through CP agreements.

L.A. Care, as a local public agency has provided funding for implementation of the eConsult care management system to assess the gaps in the way Community Partners Primary Care Providers (CP PCPs) and Specialists communicate and coordinate care for their patients. LA Care has obtained the services of a HIPAA compliant software applications vendor, will provide training and project management support, as well as manage the budget and be responsible for the fiscal transactions related to eConsult.

Healthcare LA is an independent practice organization with provider networks across Los Angeles County, and contracts with various Healthcare Maintenance Organizations (HMOs) to provide a variety of health care services.

MedPOINT Management, Inc., as the management services organization (MSO) for Healthcare LA, manages the referral, authorization and claims adjudication process for Healthcare LA.

CCALAC represents non-profit community and free clinics that operate primary care sites throughout Los Angeles County, serving as the medical home for over 700,000 patients per year.

eConsult includes, without limitation, the following services, all of which are provided through the eConsult:

- a. Enabling participating DHS Primary Care Providers (DHS PCPs) and DHS Specialist physicians (DHS Specialists) to engage in clinically focused dialogue based upon the case presented by the DHS PCP. The DHS Specialist will have the specialty care knowledge and expertise to coordinate care through the eConsult system and determine whether a formal, in-person specialty visit is required. It is understood that all legal requirements are met in order to provide timely responses by the DHS Specialist participating in eConsult to improve the DHS PCP's ability to care for the patient in the Medical Home, ensure only appropriate specialty care referrals are made to DHS's specialty care clinics and that the correct pre-evaluatory testing is completed prior to an in person visit. Like the DHS PCPs, participating CP PCPs will have the ability interface with DHS Specialists through the eConsult system. In addition, CP PCPs will have the ability to interface with Specialist physicians from within their own HCLA network of providers.
- b. Offering DHS and CP providers valuable care coordination consultations regarding appropriate diagnostic and treatment protocols, through enhanced communication among other participating PCPs and Specialists;
- c. Providing an electronic platform through which participating PCPs and Specialists can share clinical and diagnostic information such as provider notes, diagnostic test results, and lab values; to ensure care coordination and appropriate specialty care referrals; and
- d. Tracking all consult messages, and important variables such as diagnoses codes, average wait time for a response, most common reasons for consult, etc. These data can in turn be used to improve clinical practice and referral patterns in the primary and specialty arenas with the expectation that doing so will improve the quality of referrals made to Specialists and maximize the ability for the PCPs to provide better coordination of care to their patients.

The MOU includes language to allow the parties to terminate for convenience, in whole or part, upon

30 days prior written notice. The MOU also includes mutual indemnification language which has been approved by CEO Risk Management Operations.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will improve PCPs' ability to care for patients in the Medical Home, to ensure only appropriate specialty care referrals are made to specialty care clinics, and that the correct pre-evaluatory testing is completed, prior to an in person visit. Therefore, the ambulatory care system will be more efficient and improve the patients' experience in the system

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, somewhat stylized font.

Mitchell H. Katz, M.D.

Director

MHK:jca

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
LOCAL INITIATIVE HEALTH AUTHORITY FOR LOS ANGELES COUNTY
OPERATING AS L.A. CARE HEALTH PLAN
AND THE DEPARTMENT OF HEALTH SERVICES ("DHS")
AND
HEALTHCARE LA, IPA
AND
MEDPOINT MANAGEMENT, INC.
AND
COMMUNITY CLINIC ASSOCIATION OF LOS ANGELES COUNTY (CCALAC)
TO PARTICIPATE IN THE SAFETY-NET eCONSULT SYSTEM DEMONSTRATION
PROJECT ("eCONSULT")

This Memorandum of Understanding (MOU) is executed in the State of California on this _____ day of _____ 2012 ("Effective Date"), by and among the parties for the express purposes of establishing a formal working relationship for participating in the eConsult Demonstration Project.

WHEREAS, the County of Los Angeles ("County"), Department of Health Services ("DHS"), as a governmental agency is a provider of health care, providing emergency, outpatient, and specialty care to approximately 2 million individuals, many of whom are indigent, working poor, and/or without access to other health care; and

WHEREAS, the County provides such services directly through its network of County DHS operated hospitals and facilities and in partnership with private health care providers through Community Partner ("CP") agreements; and

WHEREAS, Local Initiative Health Authority for Los Angeles County, a local public agency operating as L.A. Care Health Plan ("L.A. Care"), is a community accountable health maintenance organization ("HMO"), serving over 1,000,000 Los Angeles County residents who participate in the Medi-Cal, Healthy Families, L.A. Care's Healthy Kids and L.A. Care Health Plan Medicare Advantage HMO; and

WHEREAS, Healthcare LA is an independent practice organization with provider networks across Los Angeles County, and contracts with various Healthcare Maintenance Organizations (HMOs) to provide a variety of health care services; and

WHEREAS, MedPOINT Management, Inc., as the management services organization (MSO) for Healthcare LA, manages the referral, authorization and claims adjudication process for Healthcare LA; and

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WHEREAS, Community Clinic Association of Los Angeles County (CCALAC) represents non-profit community and free clinics that operate primary care sites throughout Los Angeles County, serving as the medical home for over 700,000 patients per year; and

WHEREAS, DHS, HCLA and L.A. Care and the various CPs are each "covered entities" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and

WHEREAS, the parties seek to improve the healthcare delivery in Los Angeles County by implementing an integrated eConsult solution; and

WHEREAS, the eConsult System ("eConsult") is a communications technology and care management process designed to address gaps in the way primary care providers ("PCP") and specialty care providers ("Specialists") communicate and effectively coordinate care for their patients; and

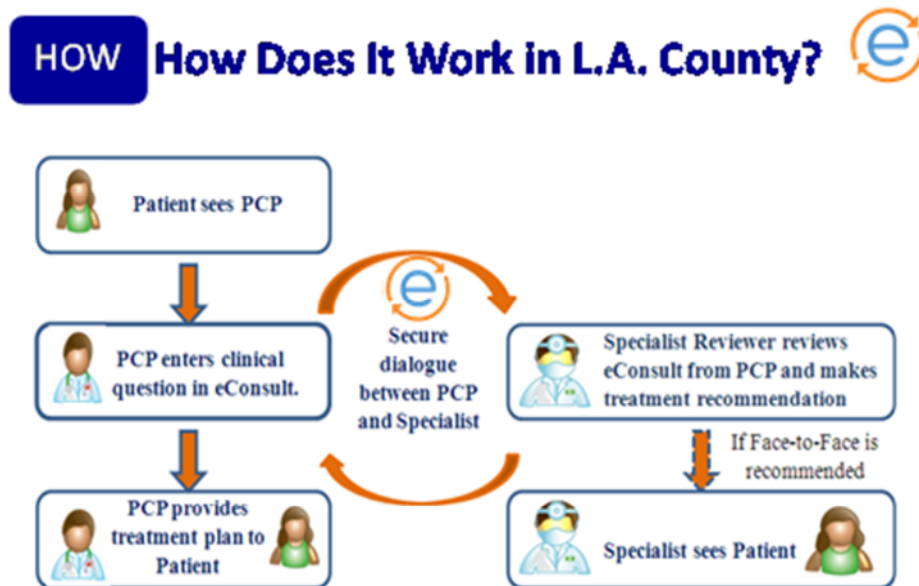
WHEREAS, L.A. Care has provided grant funds to help fund implementation of an eConsult system demonstration program for use by designated CP PCPs and Specialists in the County of Los Angeles ("Authorized Users") to assess the effectiveness and value of the eConsult System; and

WHEREAS, eConsult includes the following services, all of which are provided through the eConsult system (collectively, the "System"):

- A. Advance access to specialist and in increase quality of care for patients in a clinical setting without undue delay;
- B. Engagement in an open, inclusive, collaborative process that supports the development of an integrated and unified eConsult platform and referral process for the safety-net community in Los Angeles County;
- C. Increased efficiency and effectiveness for specialist to care for patients through the exchange of electronic workup in which eConsult is not a viable option;
- D. Increased dialogue and communication between primary care physicians (PCP) and Specialist physician.

WHEREAS, the intended flow of information through eConsult is depicted in the following diagram:

eConsult Data Flow Diagram



*Updated February 23, 2022

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NOW, THEREFORE, upon the mutual consideration contained herein, the parties agree as follows:

1. **DEFINITIONS.** Exhibit A, Definitions, provides a glossary of terminology used in this MOU.
2. **RESPONSIBILITIES.** The eConsult System demonstration project seeks to determine whether a web-based platform for improving specialty care access is effective and provides value to PCPs by collecting data and evaluating outcomes. Based on the assessment of the demonstration project, the individual parties may determine to deploy the eConsult System in their respective provider networks. As part of the demonstration project, the parties shall participate as follows:
 - A. **General.** Each party shall appoint an Organizational Representative(s) to serve as the party's representative who shall:
 1. Provide input on behalf of the Participating Agency on various work groups including the stakeholder committee, physician core work group, technical core work group, referral coordinator core work group and others.;
 2. Attend meetings as scheduled for the various work groups
 3. Support the development of the integrated and unified eConsult platform including system development, workflow design, project management, evaluation, training and support.

EXHIBIT I

4. Support the value and benefits of eConsult with the provider community

B. **L.A. Care.** L.A. Care shall

1. Enter into a contract with the eConsult System vendor (SafetyNet Connect) to develop, deploy and maintain the eConsult System.
2. Provide training to PCPs and Specialists on the use of the eConsult System.
3. Manage login credentials (username and password) and disseminate login credentials to other Authorized Users (PCPs and Specialists) in a manner that prevents unauthorized individuals from gaining access to the login credentials and assign the security roles that grant the appropriate access for each user.
4. Analyze eConsult effectiveness measures (Total eConsults Generated and Received, Pending eConsults (or Initiated eConsults), Never Scheduled eConsults, Scheduled (Routine or Urgent) eConsults, Specialist Response Timeframe, PCP Response Timeframe, and eConsult Appropriateness) gathered by the vendor.

C. **DHS.** DHS shall:

1. Facilitate the dissemination of information to appropriate PCPs and Specialists within its provider network.
2. Assist with identifying Specialists with the appropriate expertise to respond to eConsults according to the eConsult User and Confidentiality Agreement (Exhibit B).
3. **Patient Consultations.** Commencing on _____ (“**Service Date**”), make available qualified physicians on its medical staff to provide medical advice and consultation through the use of eConsult services through the eConsult System (“**eConsult Services**”) to PCPs.
4. Enforce the terms and conditions outlined in the eConsult User and Confidentiality Agreement.
5. Ensure that shared data are used and/or disclosed in compliance with the requirements of the HIPAA Privacy Rule, HITECH Act, and all applicable State laws, including but not limited to the Confidentiality of Medical Information Act (CMIA).

D. **HCLA/MedPoint/CCALAC (Participating Organizations).** The Participating Organizations shall:

1. Facilitate the dissemination of information to appropriate PCPs and Specialists within their respective provider networks.

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2. Assist with identifying Specialists with the appropriate expertise to respond to eConsults according to the eConsult User and Confidentiality Agreement (Exhibit B).
3. **Patient Consultations.** Commencing on _____ (“**Service Date**”), make available qualified physicians on its medical staff to provide medical advice and consultation through the use of eConsult services through the eConsult System (“**eConsult Services**”) to PCPs.
4. Enforce the terms and conditions outlined in the eConsult User and Confidentiality Agreement.
5. Ensure that shared data are used and/or disclosed in compliance with the requirements of the HIPAA Privacy Rule, HITECH Act, and all applicable State laws, including but not limited to the CMIA.

E. **CP PCPs and Specialists:**

1. All PCPs and Specialists who participate in the eConsult System pilot program shall sign an eConsult User and Confidentiality Agreement, Exhibit B.
2. CPs shall be responsible for collecting and approving CP PCP Confidentiality Agreements and submitting them to DHS.
3. **Consent to Treatment.** Prior to providing any eConsult Services, CP Provider shall obtain the requisite consent and provide Notice of Privacy Practices (NPP) to their patients regarding the eConsult System and document their patient’s receipt of the NPP and consent in the CP's patient's medical record and on the referral sent to DHS Specialist.
4. PCPs and Specialists shall not allow anyone who is not an Authorized User to access the eConsult System.

3. **COMPENSATION.** None of the parties shall receive compensation for signing this MOU or for performing responsibilities under this MOU.

4. **PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION.**

- A. Under HIPAA, DHS, HCLA, L.A. Care and CPs are considered Covered Entities (CE) and each will comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPPA), the Health Information Technology for Economic and CPal Health Act, Public Law 111-005 (the HITECH Act), and regulations promulgated there under by the U.S. Department of Health and Human Services (the HIPAA Regulations), and other applicable federal and state privacy and security laws and regulations including but not limited to the Confidentiality of Medical Information Act (CMIA). . Further, the CEs acknowledge that the federal and state laws relating to data security and privacy are rapidly evolving and that it is required to remain in compliance with these laws as they evolve.

EXHIBIT I

- B. Each CP, PCP or Specialist shall maintain computers that it uses to access eConsult in a secure manner.
- C. The parties shall fully cooperate with one another in the event of litigation or administrative proceedings brought against either party based upon a claimed violation of HIPAA, the HITECH Act, or other federal and state privacy and security laws and regulations. In the event that a fine is levied against DHS by a governmental agency for a wrongful use or disclosure made on the part of CP, its employees, or authorized agents, then CP shall reimburse DHS for the amount of such fine.
- D. **Amendments.** All parties will agree to take such action, as necessary, to amend this MOU from time to time to comply with the requirements of HIPAA, HITECH Act and CMIA, or other provisions of State or federal law or regulations which impact the parties' authority to permissibly access PHI.

5. **GOVERNING LAW/VENUE.** This MOU shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within that state. Venue shall be exclusively in the judicial district encompassing DHS Administration building.

6. **PARTIAL INVALIDITY.** If any provision of this MOU is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this MOU, unless such invalidity or unenforceability would defeat an essential business purpose of this MOU.

7. **EXPENSES.** Should a party institute any mediation, action or proceeding to enforce this MOU or any provision hereof or for damages by reason of any alleged breach of this MOU or of any provision hereof, or for a declaration of rights hereunder, the substantially prevailing party in any such mediation, action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the substantially prevailing party in connection with such mediation, action or proceeding. The determination of which party is the "substantially prevailing party," shall be made by the mediator, court or arbitrator, as applicable, at the time of the mediation, action or proceeding, as the case may be.

8. **NOTICES.** All notices which are required or permitted to be given pursuant to this MOU shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below:

L.A. Care	Sajid Ahmed, Director of Health
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EXHIBIT I

	Information Technology
DHS	Hal F. Yee, M.D., Chief Medical Officer
HCLA	
MedPOINT	
CCALAC	

9. **INDEMNIFICATION.** Each party (Indemnitor) shall indemnify, defend, and hold harmless the other parties (each, an “Indemnitee”), and their 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 Indemnitor’s acts and/or omissions arising from and/or relating to this MOU.

10. **INSURANCE.** CPs shall maintain coverage by their respective agency's insurance policies in accordance with their CP agreement with DHS and as required by laws of the State of California and will maintain such insurance as a base requirement to participate in the eConsult project.

11. **TERM AND TERMINATION**

A. **Term.** The term of this MOU shall commence on the Effective Date and shall continue for one year unless earlier terminated in accordance with the terms below.

B. **Termination.** The MOU may be terminated as follows:

1. **Breach.** Any party may terminate this MOU upon thirty (30) days’ prior written notice to the other party in the event of a material breach by the other party which has not been cured within the thirty (30) day period. Termination shall be effective upon written notice issued after expiration of the thirty (30) day cure period.

2. **Insolvency.** Any party may terminate this MOU upon thirty (30) days’ prior written notice to the other party after the occurrence of any of the following events:

- a. the other party becomes insolvent (for purposes of this MOU, “insolvent” shall mean that the party is generally not paying its debts as such debts become due unless such debts are the subject of a bona fide dispute); or
- b. a receiver is appointed for the assets of the other party; or
- c. an assignment is made by the other party for the benefit of its creditors; or

EXHIBIT I

d. any relief is taken or suffered by the other party as debtor under any bankruptcy or insolvency act and such proceeding has not been dismissed in sixty (60) days.

3. **Convenience.** This MOU may be terminated, in whole or in part, from time to time, when such action is deemed by each party, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the parties specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

4. **Consequences of Termination.** In the event this MOU is terminated pursuant to this section for any reason, Authorized User access to the eConsult System shall be terminated. If DHS, HCLA, their CPs or PCPs wish to continue using the eConsult System, they must enter into a separate agreement with the eConsult System vendor.

12. **Force Majeure.** Any party hereto shall not be liable for any delay or failure in the performance of any obligation under the MOU or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this MOU shall be third-party communication network outages (such as satellite malfunctions or failures) beyond the control of either party, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this MOU.

13. **Amendments.** This MOU may only be amended in writing and upon the approval of authorized representative of the parties.

14. **Continuing Cooperation.** Throughout the term of this MOU, the parties shall cooperate in good faith and agree to perform any and all tasks which are reasonably necessary for the performance of this MOU.

15. **Exhibits.** All exhibits are incorporated into this MOU as part of the MOU.

16. **Integration.** This MOU sets forth the entire understanding between the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to such transactions, whether oral or written. Any prior oral representations or

EXHIBIT I

modifications concerning this MOU shall be of no force and effect, unless attached to this MOU as a written amendment that is executed or initialed by the parties.

17. **Waiver.** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

18. **Third Party Beneficiaries.** Nothing in this MOU whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third persons to any party to this MOU, nor shall any provision give any third persons any right of subrogation or action over or against any party to this MOU.

19. **Independent Contractors.** In the performance of the work, duties and obligations under this MOU, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this MOU.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT I

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 it is signed by a minimum of five Participating Organizations shall be the Effective Date.

Local Initiative Health Authority for
Los Angeles County d.b.a. L.A. Care
Health Plan

County of Los Angeles
Department of Health Services (DHS)

By: _____

By: _____

Name: Elaine Batchlor, M.D.
Title: Chief Medical Officer

Name: Mitchell H. Katz, M.D.
Title: Director of Health Services

Date: _____

Date: _____

Health Care LA

MedPOINT, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Community Clinic Association of Los
Angeles County

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
DEFINITIONS**

Health Insurance Portability and Accountability Act ("HIPAA"): A federal law enacted in 1996 to protect health insurance coverage for individuals who leave or change employers, and to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers.

Protected Health Information ("PHI"): Any individually identifiable health information that is protected under the Health Insurance Portability and Accountability Act, which includes any information related to an individual's health condition, the provision of health care, or payments for health care.

Health Information Technology for Economic and CPal Health Act ("HITECH"): A federal law, enacted as part of the American Recovery and Reinvestment Act, that seeks to encourage the adoption of electronic health records and other health information technology.

California Confidentiality of Medical Information Act ("CMIA"): A State law that protects patient privacy by prohibiting health care providers from disclosing medical information without obtaining appropriate authorization.

Exhibit B
eCONSULT USER AND CONFIDENTIALITY AGREEMENT

This eConsult User and Confidentiality Agreement is entered into as of the date set forth below by and between L.A. Care Health Plan (L.A. Care), [*DHS/Participating Organization*] and the Community Partner (CP) licensed health care provider whose signature appears below.

BACKGROUND

L.A. Care will provide access to an electronic system called eConsult to CP health care providers who will participate in electronic consultation services using the access provided to eConsult by L.A. Care and [*DHS/Participating Organization*]. In providing such consultation services concerning patients who will benefit from specialty care provider's (Specialist) consultation services, L.A. Care will not assume responsibility for the medical care of either the referring CP health care provider's patients or the consulting services provided by DHS specialty care provider and each health care provider will maintains its own medical record system.

In order to improve the quality of care and ensure that both entities' health care providers receive necessary information for the referring physician's patient, the referring physician has agreed that their patient's health information should be made available to Specialists for the eConsult electronic consultation.

AGREEMENT

In order for Specialists to obtain access to the eConsult System, You, as a licensed health care provider, must represent and agree to all of the following:

1. I affirm to be duly licensed by the State of California as a health care provider.
2. I agree to only use the eConsult System to provide consultation services to the referred patients and will abide by all State and federal laws regarding the confidentiality of the accessed health care information.
3. I agree to access the eConsult System only in the manner authorized for the purpose set forth in Section 2, above. L.A. Care will provide a user password for me to obtain access to the eConsult System and I agree to comply with all of their policies pertaining to such password. I agree that I will not disclose my password or permit anyone else to use my password to access the eConsult System. I agree that I will notify the L.A. Care Administrator in writing within 48 hours of my termination and/or separation from the CP's workforce, or of any change in my duties that make it unnecessary for me to have access to LA Care's eConsult system.
4. [*DHS/Participating Organization*] and CP are obligated to implement appropriate physical, technical and administrative safeguards to protect the confidentiality of patient health information from unauthorized access including assuring proper password

EXHIBIT I

management and implementing appropriate termination procedures. I agree to comply with all such policies and procedures.

5. I agree that I will not access L.A. Care's eConsult system from an unsecured system, manner, or location and agree to maintain the confidentiality or integrity of the eConsult system.

6. I agree to not install, download, upload or add any additional software to the system to which I am given access.

7. I agree to immediately notify LA Care's and the *[DHS/Participating Organization]* Program Administrator of any violation of this agreement or of any threat to the confidentiality or security of patient medical information/protected health information of which I become aware.

I hereby agree that I will comply with all the terms set forth above. I understand that my non-compliance with any portion of this agreement may result in disciplinary action against me, including suspension, discharge, denial of service, and/or cancellation of contracts. I understand that non-compliance may result in civil and/or criminal penalties against me pursuant to federal, State or other applicable laws protecting inmate/patient information.

Health Care Provider Signature Date _____

County Employee # (if DHS employee)

L.A. CARE e-CONSULT Administrator Date _____

[DHS/Participating Organization] Program Administrator Signature Date

Cc: Health Care Provider
[DHS/Participating Organization] Personnel File