



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code	SC	Dept. MCR	A	Contract Number 13-421	
ePro Vendor Number				ePro Contract Number		
County Department Arrowhead Regional Medical Center		Dept. MCR	Orgn. MCR	Contractor's License No.		
County Department Contract Representative Patrick Petre, Director		Telephone (909)580-6150		Total Contract Amount \$101,000		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 94800		Contract Start Date 6/25/2013	Contract End Date 10/31/2013	Original Amount	Amendment Amount	
Fund EAD	Dept. MCR	Organization MCR	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

CONTRACTOR California Health Care Safety Net Institute

Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address 70 Washington St. Suite 215 Oakland, CA 94607

Phone () - _____

Nature of Contract:

Approval of this will allow Arrowhead Regional Medical Center to receive funds from the California Health Care Safety Net Institute for the completion of milestones specified in the agreement

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) ▶ Frank Salazar, Deputy County Counsel Date <u>6-14-13</u>	Reviewed as to Contract Compliance ▶ Date _____	Presented to BOS for Signature ▶ Patrick Petre, Director Date _____
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Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**Safety Net Institute
LOCAL EXTENSION CENTER
PUBLIC HOSPITAL SERVICE PARTNER CONTRACT**

This LEC Service Partner contract ("**Contract**") is made and entered into by and between the California Health Care Safety Net Institute, a non-profit corporation ("**LEC**"), and the County of San Bernardino on behalf of its Arrowhead Regional Medical Center, an agency, department or political subdivision of the State of California ("**Contractor**"), each a "**Party**" and collectively the "**Parties**."

RECITALS

- A. The California Health Information Partnership and Services Organization ("**CalHIPSO**") is a California non-profit corporation and the recipient of Award Numbers 90RC0031/34 entitled, "California Regional Extension Center: A Health IT Regional Extension Center for Northern/Southern California" ("**Award**"), from the Office of the National Coordinator for Health Information Technology ("**ONC**") at the United States Department of Health and Human Services ("**HHS**"). The Award is outlined in the program announcement under the CFDA No. 93.718.
- B. LEC is an independent entity who has been approved by CalHIPSO to serve as a Local Extension Center as a sub-recipient under the Award as outlined in an agreement between LEC and CalHIPSO.
- C. Contractor is a health care organization that employs primary care providers who are eligible to receive assistance REC services as outlined in this agreement and support the ability of these providers to achieve meaningful use as outlined in this agreement.
1. **DEFINITIONS.** Whenever a term is capitalized in this Contract it will have the specific meaning below. Throughout this Contract the singular of defined terms shall include the plural and vice-versa.
- 1.1 "**CalHIPSO**" or "**REC**" is the Regional Extension Center or primary recipient of the Award.
- 1.2 "**Core Services**" means those services related to installing a CEHR and helping

Providers meet Stage 1 Criteria which are either described in Exhibit A as Core Services.

1.3 "Local Extension Center" or "LEC" means a sub-recipient of the Award subcontracted with CalHIPSO to provide REC Services to Practices and Providers.

1.4 "Provider or "Priority Primary Care Providers (PPC Providers)" means a California licensed MD, DO, NP, PA, or CNMW professional who has been entered into a Provider Enrollment Agreement with CalHIPSO.

1.5 "REC Services" means Core Services.

1.6 "Contractor" means a Public Hospital who is performing one or more of the REC services as outlined in Exhibit A of this Contract and has agreed to be paid on a "per milestone" basis pursuant to Section 5 of this Agreement. Contractors under this Contract are subject to federal audit provisions as outlined in Section 16 of this Contract and ARRA Compliance and Quarterly Reporting requirements as outlined in Exhibit C.

- 2. CONTRACTOR SERVICES.** Contractor shall provide the REC Services as identified in Exhibit A for per milestone payments detailed in Section 5.3. **Contractor may contract out to third parties for the provision of the REC Services** as long as the parties follow federally allowable cost guidelines and can substantiate expenses.
- 3. EFFECTIVE DATE.** This Contract shall not take effect, and neither Party shall be obligated to perform under it, until the latest date it is executed by both Parties, as indicated on the signature page of this Contract ("Effective Date").
- 4. AUTHORIZATION TO PROVIDE REC SERVICES.** Prior to receiving payment under this Contract, Contractor must provide evidence of completion of the Milestones as set forth in Section 5 below.
- 5. PAYMENT FOR CONTRACTOR'S SERVICES.**

5.1 Contractor may not charge PPC Providers for Core Services and shall accept as compensation in full for such Core Services per provider milestone payments authorized in this Agreement.

5.2 Not more frequently than monthly, in arrears and upon receipt of Contractor's invoice and verification of achievement of Milestone, LEC shall pay Contractor, subject to the reimbursement caps in Sections 5.3 and 5.5 below.

5.3 The amounts paid to Contractor shall not exceed the amount authorized by CalHIPSO based on the verification of performance related to the achievement of the following milestones ("Milestones") below. All invoices for milestone credits earned prior to the execution of this contract must be submitted to the LEC by June 30, 2013 in order for payments to be processed. All invoices for additional

milestone credits earned between the execution of this contract and June 30, 2013 must be submitted by July 12, 2013 in order for payments to be processed. All invoices for additional milestone credits earned between June 30, 2013 and October 31, 2013 must be submitted by November 8, 2013 in order for payments to be processed.

5.3.1 Milestone 1 or M1: Enrollment of PPC Providers, based on the submission of a fully executed Provider Enrollment Agreement, appropriate documentation in Salesforce CRM and approval of Provider Enrollment by CalHIPSO. Milestone 1 Amount Authorized, not to exceed: \$33,000.00

5.3.2 Milestone 2 or M2: PPC Provider installation of and go-live status for a CEHR based on the attestation of the PPC Provider and the verification by CalHIPSO of the ability of the Provider to e-prescribe and generate a quality report, as defined by ONC. 34 Milestone 2 credits must be achieved by June 30, 2013. Milestone 2 Amount Authorized, not to exceed: \$34,000.00

5.3.3 Milestone 3 or M3: Achievement of Stage 1 Criteria by PPC Providers as verified by LEC under guidelines to be set forth by CalHIPSO. 17 Milestone 3 credits must be achieved by June 30, 2013. The remaining 17 Milestone 3 credits must be achieved by October 31, 2013. Milestone 3 Amount Authorized, not to exceed: \$34,000.00

5.4 The maximum amount payable under this Subcontract during the Term will not exceed \$101,000.00 and is subject to the verification of Milestones completed by Contractor and corresponding receipt of invoices each in the timeline noted above.

5.5 Contractor's financial management systems must comply with 45 CFR § 74.21. Contractor must maintain back-up documentation to verify expenses associated with their activities, which are subject to audit by LEC and/or CalHIPSO.

5.6 Amounts paid to Contractor that are determined by audit or otherwise to be unallowable will be deducted from subsequent payments due Contractor, or Contractor shall refund such amounts to LEC on demand.

5.7 LEC shall reimburse Contractor, in arrears, upon receipt of Contractor's invoice(s) and approval by LEC representative.

6. PERSONNEL MATTERS.

6.1 Compliance with Employment and Labor Laws. Contractor shall, at its own expense, comply with all applicable laws in performing REC Services, including, but not limited to, the National Labor Relations Act, the Americans With Disabilities Act, all applicable employment discrimination laws, overtime laws, tax laws, immigration laws, workers' compensation laws, occupational safety and health laws, and unemployment insurance laws and any regulations related thereto.

6.2 Payroll Taxes. Contractor shall pay all federal, state and local income taxes and other payroll taxes, as well as contributions for unemployment insurance, workers' compensation insurance, pensions, or annuities which it or its independent contractors now or may hereafter be required to deduct from the wages of Contractor Personnel and shall file all required returns related to such taxes, contributions and payroll deductions.

7. OBLIGATIONS OF THE PARTIES.

7.1 General Obligations. During the Term, each Party:

7.1.1 Shall conduct its business (including, without limitation, performance of its obligations under this Contract) in a manner that does not reflect unfavorably on the goodwill and reputation of the other Party, except with respect to third party reference requests of LEC regarding REC Services;

7.1.2 Shall refrain from engaging in deceptive, misleading or unethical practices detrimental to the other Party or Providers;

7.2 Nondisclosure.

7.2.1 Each Party acknowledges that, as a result of this Contract, it will gain access to Confidential Information. Having acknowledged the foregoing, each Party shall: (i) exercise the same degree of care and protection with respect to the other Party's Confidential Information that it exercises with its own Confidential Information, and no less than that required by law; and (ii) not directly or indirectly disclose, copy, distribute, republish or allow access to any Confidential Information of the other Party to a third party. Notwithstanding the above: (A) LEC may disclose Contractor's Confidential Information to CalHIPSO and to authorized employees or contractors of LEC or Providers; (B) Contractor may disclose LEC Confidential Information to Contractor Personnel who have a need to know and who have entered similar written confidentiality agreements with Contractor; and (C) any Party may disclose another Party's Confidential Information if so required by law (including court order or subpoena), provided that the owner of the Confidential Information may require the disclosing Party to request the appropriate court or governmental body to seal the record that will contain such Confidential Information. Unless otherwise authorized, upon the earlier to occur of (1) expiration or termination of this Subcontract or (2) request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party that disclosing Party's Confidential Information. The information furnished to any Party shall only be used and reproduced in connection with that Party's rights and obligations under this Subcontract.

7.2.2 If Confidential Information of a Party is required to be disclosed by the

receiving Party pursuant to law, regulation, judicial order or other legal process, the receiving Party may disclose such Confidential Information as legally required provided the disclosing Party is given advance prompt written notice and an opportunity to seek confidential treatment thereof and/or obtain a protective order therefore, and the receiving Party required to make such disclosure cooperates fully with the disclosing Party to protect the disclosing Party's Confidential Information.

7.2.3 Monetary damages may be inadequate to compensate for a breach of the confidentiality provisions contained herein. If such breach occurs, the injured Party may be entitled to such injunctive relief and any and all other remedies available at law or in equity. This Section in no way limits the liability or damages that may be assessed against a Party if another Party breaches any of the provisions of this Section.

- 8. COMPLIANCE WITH LAWS.** In performing its respective obligations under this contract, each Party shall materially comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any governmental authority of competent jurisdiction (including, without limitation, all applicable export control laws, regulations, rules, orders and other requirements), to the extent applicable to its performance or obligations hereunder.
- 9. INCORPORATION BY REFERENCE.** The following requirements are hereby incorporated into this Contract by this reference, and Contractor shall comply with them in all respects:
- 9.1** All provisions of the Award (whether set out in full or incorporated by reference) that are applicable to this Contract (including without limitation the applicable provisions of the grant program legislation and program regulations cited in the Award, including all its special terms and conditions described in Exhibit C);
- 9.2** Special terms and conditions issued under the American Recovery and Reinvestment Act, 2009 (P.L. 111-5), Title XIII ("ARRA");
- 9.3** The restrictions on expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to this Subcontract, and (iv) 45 CFR Parts 74 and 92, as applicable.
- 10. HIPAA.** With respect to Providers, CalHIPSO and the LEC are "Business Associates" and each provider is a "Covered Entity" as such terms are defined under the Health Insurance Portability and Accountability Act of 1996 and rules and regulations promulgated there under ("HIPAA"). Contractor is a subcontractor to LEC and covenants to comply with comprehensive privacy and security policies and procedures related to individually identifiable health information. Contractor shall be bound by the obligations of a Business Associate subcontractor; as such obligations are more specifically defined in the HIPAA Business Associate Exhibit attached hereto as Exhibit B.

- 11. PROCUREMENT.** Contractor shall comply with the applicable procurement standards at 45 CFR 74.40 through 74.48 and perform and document some form of cost or price analysis with every procurement action.
- 12. COPYRIGHT.** Any copyrightable works made by Contractor using federal funds provided under this Contract shall be the sole and exclusive property of Contractor provided that LEC, CalHIPSO and the federal funding agency shall have a royalty-free, non-exclusive worldwide license to use, reproduce, and distribute these works and the right to license others to do the same. LEC and CalHIPSO use of proprietary material developed by Contractor and not reimbursed under this contract will be subject to distribution restrictions as requested in writing by Contractor, provided that any such material will be provided to LEC, CalHIPSO and ONC for audit purposes. Contractor shall incorporate the requirements of this clause in all contracts with Contractor Personnel.
- 13. PATENTS AND INVENTIONS.** The provisions of 37 CFR part 401, including the standard patent rights clause at 37 CFR Sec. 401.14, are made a part hereof by reference and Contractor will comply with the applicable provisions thereof. Contractor shall notify LEC of any invention, improvement or discovery that is subject to the foregoing regulations.
- 14. AUDIT AND INSPECTION.** Contractor shall preserve and retain all of its financial records and supporting documentation and all other records, documents, papers and other materials pertinent to this Contract for three years from the date of final payment, except that records relating to any audit, appeal, claim or litigation arising out of this Contract shall be retained until such matters are finally resolved or the retention period ends, whichever is later. Contractor shall make the foregoing financial and other records and materials available to CalHIPSO and the funding agency, if any, at any reasonable time for audit, examination, excerpt and transcription. Contractor shall incorporate the requirements of this clause in all contracts with Contractor Personnel.
- 15. RIGHT TO AUDIT-FEDERAL SPONSORING AGENCY.** If the value of this Contract is greater than \$10,000, CalHIPSO, the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representative, may have access to any books, documents, papers, or records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transactions, which Contractor shall preserve and make available for a minimum of three years after final payment.
- 16. AUDIT FILING COMPLIANCE.** Contractor shall comply with the federal audit requirements of OMB Circular A-133, including providing a copy of its reporting package to LEC and CalHIPSO. Contractor shall take appropriate and timely action to follow up and correct all audit findings.
- 17. INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless LEC, its directors, officers, members, employees, contractors and agents, and the funding agency, if any, from and against any and all claims, losses, damages, costs, expenses or other

liability arising out of or connected with Contractor's services under this Contract, including but not limited to any accident or injury to persons or property or any liability for intellectual property infringement.

18. INSURANCE. Contractor shall maintain in full force and effect at its own cost and expense during the term of this Contract, and shall provide a certificate of insurance upon request to verify, the following insurance coverages in the following amounts:

18.1 Commercial General Liability insurance, including independent contractors coverage, written on a broad form basis in a combined single limit of one million dollars (\$1,000,000) per occurrence with an aggregate of not less than three million dollars (\$3,000,000);

18.2 Errors and Omissions insurance in amounts not less than one million dollars (\$1,000,000) per claim and not less than three million dollars (\$3,000,000) in the aggregate;

18.3 Business Automobile Liability insurance covering owned and non-owned vehicles with a combined coverage limits of at least \$300,000 per occurrence and \$1 million aggregate.

18.4 Contractor will obtain an endorsement naming LEC and its officers, directors, employees, contractors and agents as additional insureds, but only insofar as activities under this contract are concerned.

19. TERM. The term of this Contract shall be from the Effective Date through October 31, 2013, but in no event shall be in effect beyond January 31, 2014 unless renewed by LEC. This contract may terminate sooner in accordance with Section 20 of this Contract.

20. TERMINATION. Either Party may terminate the Contract, with or without cause, on thirty (30) days advance written notice to the other Party. If either Party terminates the Contract, LEC shall reimburse Contractor for any milestones earned prior to receipt of notice of termination, and for milestones earned after receipt of the notice of termination (which LEC has agreed to in writing in advance that Contractor shall perform) and prior to the actual termination of the agreement.

21. DISPUTES AND ARBITRATION. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration will be held in Alameda County, California. Each Party consents to the exclusive personal jurisdiction and venue of the courts, state and federal, located in Alameda County, California.

22. MISCELLANEOUS

22.1 Governing law. The validity, construction, and effect of this Contract shall be

governed by the laws of the United States of America and the State of California.

- 22.2 Attachments.** All exhibits, schedules and other attachments to this Contract are hereby incorporated into the Contract and made a part of it as if fully set forth herein.
- 22.3 Force Majeure.** If either Party is prevented, hindered or delayed in the performance or observance of any of its obligations there under by reason of any act of God, war, riot, civil commotion, explosion, fire, government action, epidemic, or other circumstance beyond its control, but specifically excluding labor and union-related activities (“**Force Majeure Event**”), and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the affected Party through the use of commercially reasonable alternate sources, work-around plans, or other means, then such Party shall be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party uses its best efforts to recommence performance or observance whenever and to whatever extent possible without delay; provided, however, that Contractor shall not have the right to charge LEC for any additional expenses incurred by Contractor as a result of any Force Majeure Event. Any Party so delayed in its performance shall use commercially reasonable efforts to immediately notify the other by telephone (to be confirmed in writing as soon as reasonably possible) and describe the circumstances causing such delay. Such notice shall include a detailed description of the affected Party’s functions or obligations affected by such a delay, as well as details of any work-around plans, alternate sources or other means the affected Party is using or shall use to minimize or circumvent the delay in performance of the affected Party’s obligations hereunder. If any Force Majeure Event prevents, hinders or delays performance of a Party’s obligations hereunder for more than ninety (90) calendar days, the Party not prevented from performing may, at its option, terminate the Contract.
- 22.4 Binding Nature and Assignment.** Subject to all other provisions herein contained, this Contract shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Except as set forth in this Section, Contractor may not assign or transfer this Contract by operation of law or otherwise without the prior written consent of LEC, including by way of: (a) any merger of Contractor in or with another entity; or (b) any consolidation, restructuring or reorganization. Notwithstanding the foregoing, upon the prior written consent of LEC, Contractor may assign this Contract if such assignment shall not materially affect the level of REC Services provided to LEC, as determined solely by LEC. Any attempted or purported assignment or transfer in violation of this Section shall be null and void. Nothing in this Contract, express or implied, shall give to any person other than the Parties and their permitted assigns and successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Contract.
- 22.5 Media Releases.** Contractor shall not make any public announcement, media

release, press conference or similar publicity relating to any aspect of this Contract without providing prior written notice to LEC and CalHIPSO. All publications, press announcements, posters, oral presentations at meetings, seminars and any other information-dissemination format produced by Contractor must acknowledge funding received from CalHIPSO and the ONC under the Award.

22.6 Standard of Care. Contractor shall, at all times, act with good faith and diligence with respect to Contractor's obligations hereunder.

22.7 Severability. If any provision of this Contract is or becomes illegal, invalid or unenforceable, such provision shall be deemed stricken from this Contract and its illegality, invalidity or unenforceability shall not affect the remainder of the provisions of this Contract, which shall remain in full force and effect. The Parties shall endeavor in good faith negotiations to replace any illegal, invalid or unenforceable provision with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to the economic effect of the illegal, invalid or unenforceable provision.

22.8 Waiver. No delay or omission by a Party to exercise any right occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by a Party of any of the covenants, conditions or agreements to be performed by the other Parties shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

22.9 No Oral Modifications and Entire Agreement. No Party shall be bound by any conditions, definitions, understandings or representations with respect to the subject matter of this Contract other than as expressly provided herein, or as duly set forth on or subsequent to the Effective Date in writing and signed by a proper and duly authorized representative of the Party to be bound thereby. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

22.10 Notices. Wherever under this Contract one Party is required to give notice to the others, such notice shall be deemed effective: (a) five (5) calendar days after deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested; (b) three (3) calendar days after deposit with a national overnight courier; or (c) upon delivery if delivered in person or by messenger, in each case, addressed to the addresses for notices set forth on the signature page hereof (or such other addresses as any Party may be notified of as described above).

22.11 Captions and Headings. The division of this Contract into Sections and the insertion of captions and headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract. The terms "this Contract," "herein," "hereof," "hereunder" and any similar expressions refer to this

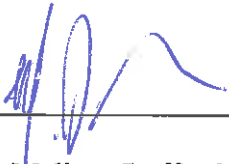
Contract and not to any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections are to Sections of this Contract.

22.12 Attorneys' Fees. In any dispute or controversy between Parties in connection with this Contract, any exhibit or schedule attached hereto, or in connection with the interpretation or enforcement of any provision hereof or thereof, each Party in such dispute or controversy will be responsible for its own legal fees and related costs.

IN WITNESS WHEREOF, the Parties have executed this Local Extension Center Service Partner Contract as of the day and year written below.

LEC

Contractor

By 

By 

Name Melissa Stafford Jones

Name Janice Rutherford

Title President/CEO, CAPH

Title Chair, Board of Supervisors

Date May 29, 2013

Date JUN 25 2013

Address:

Address:

70 Washington St. Suite 215
Oakland, CA 94607

400 North Pepper Avenue
Colton, CA 92324-1819

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LAURA H. WELCH
Clerk of the Board of Supervisors of the County of San Bernardino

Service Partner Number: 0159PH

By 
Deputy


EIN: _____

DUNS: _____

Tel: 510-874-7100
Fax: 510-874-7111

Tel: 909-580-6150
Fax:

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

June 25, 2013

**FROM: PATRICK PETRE, Director
Arrowhead Regional Medical Center**

SUBJECT: AGREEMENT WITH CALIFORNIA HEALTH CARE SAFETY NET INSTITUTE

RECOMMENDATION(S)

Approve the Public Hospital Service Partner **Agreement No. 13-421** with the California Health Care Safety Net Institute to receive American Recovery and Reinvestment Act funds in the amount of \$101,000 for participation in the Local Extension Center for the period of June 25, 2013 through January 31, 2014.

(Presenter: Patrick Petre, Director, 580-6150)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Provide for the Health and Social Services Needs of County Residents.

FINANCIAL IMPACT

This item does not impact discretionary general funding (net county cost). Arrowhead Regional Medical Center will receive \$101,000 in federal funding. Sufficient appropriation and revenue have been included in Arrowhead Regional Medical Center's 2013-14 budget.

BACKGROUND INFORMATION

Approval of this item will allow Arrowhead Regional Medical Center to contract with the California Health Care Safety Net Institute for the receipt of American Recovery and Reinvestment Act funds for the period of June 25, 2013 through January 31, 2014 and the participation in the Local Extension Center.

The Federal Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act, promotes the adoption and meaningful use of health information technology. The United States Department of Health and Human Services created the Office of the National Coordinator for Health Information Technology (ONC). The ONC has been given authority to release federal funds to help support the HITECH Act.

cc: ARMC- Petre w/Agree
Contractor c/o ARMC w/Agree
ACR- Acct. Pay. Mgr. w/Agree
EBIX-BPO c/o Risk Mgmt.
CAO-Allen
File - w/Attach
ss 7/2/13

ITEM 13

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors**

MOTION	MOVE	AYE	ABSENT	SECOND	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY 

DATED: June 25, 2013

**AGREEMENT WITH CALIFORNIA HEALTH CARE SAFETY NET
INSTITUTE
JUNE 25, 2013
PAGE 2 OF 2**

In 2012, the California Health Information Partnership and Services Organization (CalHIPSO) submitted a proposal to the ONC for the California Regional Extension Center: A Health IT Regional Extension Center for Northern/Southern California grant. CalHIPSO received funds from the ONC for the State of California.

California Health Care Safety Net Institute was approved by CalHIPSO as the Local Extension Center (LEC) to be a sub-recipient of the funds and to provide services on behalf of CalHIPSO to Public Hospitals. ARMC is a public hospital and a member of the California Association of Public Hospitals and the California HealthCare Safety Net Institute and therefore qualified to receive funds.

On June 3, 2013, ARMC was notified by the California Health Care Safety Net Institute that ARMC was eligible for funds. However, the agreement had to be executed and returned by June 30, 2013. The LEC would require ARMC to meet three specific milestones in order to receive the funds. The milestones ARMC would be required to achieve are 1) submission of a fully executed agreement (milestone 1 amount \$33,000); 2) Install e-prescribing software (milestone 2 amount \$34,000); 3) achieve Stage 1 Criteria and be verified by the LEC (milestone 3 amount \$34,000). The maximum funding ARMC will receive is \$101,000 in ARRA funding.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Frank Salazar, Deputy County Counsel, 387-5442) on June 11, 2013; the County Administrative Office (Monique Allen, Administrative Analyst, 387-4020) on June 12, 2013.

