

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment L – Information Technology (IT)

AGREEMENT

1. **INFORMATION TECHNOLOGY (IT).** Shall mean a component of infrastructure that is used for collecting and transmitting data.

2. **APPLICATION SERVICE PROVIDER (ASP).** Shall mean a business providing computer-based services to COUNTY over a network for COUNTY to access a particular software application.

3. **ESSENTIAL QUALIFICATIONS.**

3.01 CONTRACTOR's MIS IT system shall have the capability to provide COUNTY with a network adequate for on-demand access to logon and access the contractual services.

3.02 The interactions of the system and subsystem must be compatible, efficient and successful.

3.03 CONTRACTOR's staff shall be personnel with expertise and experience necessary to support the MIS system during the terms of this Agreement.

3.04 CONTRACTOR with data submittal requirements shall implement policies and procedures for ensuring the complete, accurate, and timely submission of encounter data for all services.

4. **DESCRIPTION OF SERVICES.**

4.01 **Subscription Services and Professional Services.**

4.01.1 CONTRACTOR services content shall be current, valid data and/or current best practices.

4.01.2 CONTRACTOR retains all right, title and interest in the application, application documentation, brand, the interface software, and all related materials, including all copies in any form or medium, whether known or unknown or existing.

4.01.3 COUNTY will have non-exclusive, non-transferable, non-sublicensable license to make a reasonable number of copies of the application documentation for COUNTY internal use in connection with access and use of the application.

4.01.4 All subscription services and professional services are provided on an “as is/as available” basis. CONTRACTOR shall not be liable for the use or misuse of the contents of the training material.

4.01.4.1 COUNTY shall have responsibility and liability for any users’ compliance with the terms and conditions of this Agreement

4.01.4.2 COUNTY shall have responsibility for the results obtained from the use of the subscription services and for conclusion drawn from such use.

4.01.4.3 CONTRACTOR shall retain all rights, title and interest in and to any and all intellectual property used or in any manner employed by CONTRACTOR in the provision of services under this Agreement.

4.02 **Electronic Health Record (EHR).**

4.02.1 Ownership of software remains with the party that purchased the software

4.02.2 Either party may grant the other party operation rights to the application pursuant to this Agreement. No rights to the application, related documentation and other information, other than those granted pursuant to this

Agreement, are transferred to the other party.

4.02.3 Ownership of databases/software programs including all modification and formats developed shall remain with the owner of the software

4.02.4 CONTRACTOR and COUNTY Director of Behavioral Health Services (BHS) shall agree to the days and hours of availability which may be modified by mutual agreement in writing.

5. **SCHEDULE.** CONTRACTOR shall provide access which is mutually agreed upon by COUNTY.

6. **CONDITIONS TO COMPENSATION.** COUNTY may delay or not pay compensation and/or recoup from CONTRACTOR if CONTRACTOR's records and/or the content of those records are deficient or incomplete under guidelines of scope of work.

7. **HEALTH INFORMATION TECHNOLOGY.**

7.01 CONTRACTOR and COUNTY connection shall meet the privacy and security provision of the Health Information Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), and all related state and federal regulations for the access, maintenance and storage of system data and files.

7.02 CONTRACTOR will report any HIPAA breach per Madera County Master Contract No. 20.

7.03 CONTRACTOR will only access COUNTY EHR software through a private and secure network connection.

7.03.1 CONTRACTOR and COUNTY shall each be responsible for equipment at their perspective site and/or facilities.

7.03.2 COUNTY will ensure CONTRACTOR is granted access through COUNTY secure firewall thus, allowing CONTRACTOR access to type directly into COUNTY's EHR and electronic prescribing system.

7.03.3 CONTRACTOR and COUNTY are each responsible for network connection on their side of the firewall, and the resolution of all network connections issues will be by mutual agreement. The goal is to ensure continuity of care and to minimize disruption in service delivery.

8. **PAYMENTS TO CONTRACTOR.**

8.01 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation and all other required documentation and/or services. Claimed services shall be provided and documented, in accordance with applicable federal and state regulations.

8.02 **Rate Changes.** Both parties that the approved rate may change during the term of this Agreement, and the new rate shall be used to determine the amount which COUNTY shall pay to CONTRACTOR for services provided under this Agreement. The provisions of this section are self-executing upon change in the approved rate.