

ACCEL
MEMORANDUM OF UNDERSTANDING
Regarding
PARTICIPATION IN CARE PATHWAYS PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) between MARSHALL MEDICAL CENTER, a California nonprofit public benefit corporation (“Marshall”), and the Participant identified on the Signature Page (the “Contracting Participant”) contains the terms and conditions upon which the Contracting Participant shall provide and/or receive clinical and related information through the Care Pathways Services (as defined below) to be coordinated by ACCEL.

1. Program and Services.

1.1 Description of Program. ACCEL is a collaborative organization that coordinates a program (the “Program”) promoting the electronic exchange of health information, including without limitation the Care Pathways Services, all as described on Exhibit 1 (Description of ACCEL, the Program and Care Pathways Services), which is incorporated herein by reference. ACCEL shall be governed by an executive Steering Committee comprised of representatives from select health organizations participating in the collaborative.

1.2 Availability of Services. Marshall has agreed to host certain technology used to provide the Care Pathways Services. Marshall will allow those parties selected by ACCEL (each, a “Participant”) who enter into written agreements (“Participation MOUs”) to access the technology hosted by Marshall in accordance with the terms and conditions of their respective Participation MOUs. This MOU is a Participation MOU and Contracting Participant therefore is a Participant in the Program.

1.4 Participation. Contracting Participant shall participate in the Program and use the Care Pathways Services to provide and/or retrieve patient health, demographic and/or financial information (“Clinical Information”) in accordance with the terms of this MOU, including without limitation all the obligations given to a Participant described in Section 3.

2. Program Manual. ACCEL may adopt a manual (the “Program Manual”) approved by its Steering Committee that describes the Program and the Care Pathways Services, and the procedures, policies and rules that shall govern Participants’ use of the Care Pathways Services and the transmittal, maintenance or use of Clinical Information exchanged through the Program. Contracting Participant agrees to comply with all such procedures, policies and rules set forth in the Program Manual, and agrees that such compliance is a condition of Participant’s use of the Care Pathways Services and the Clinical Information exchanged through the technology hosted by Marshall.

3. Uniform Terms for Participants. To assure Participants that uniform terms and conditions shall apply to all uses of the Care Pathways Services and Clinical Information, all Participants

shall be required to enter into Participation MOUs that contain terms and conditions consistent with Sections 2, 3, 5, 6, 8 and 10 herein (Uniform Terms for Participants).

3.1 Authorized Users Only. Only Participants and their Authorized Users may use the Care Pathways Services and provide and/or retrieve Clinical Information through the Care Pathways Services. “Authorized Users” shall be either: (a) a Participant who is an individual licensed physician or other health care provider; or (b) an individual who is authorized by a Participant, consistent with the scope of that individual’s licensure and practice and his or her responsibilities to the Participant, to use the Care Pathways Services and provide and/or retrieve Clinical Information through the Care Pathways Services on behalf of that Participant.

3.2 Insurance. Each Participant shall maintain insurance coverage for the Participant and all its Authorized Users, and periodically provide evidence of such coverage to ACCEL, as described in the Program Manual.

3.3 Compliance with Laws and Regulations, MOU and Program Manual. The Program Manual shall upon its adoption be incorporated by reference into every Participation MOU. Participants and their Authorized Users shall use the Care Pathways Services and transmit, maintain and use Clinical Information only in a manner that complies and is consistent with all applicable professional and ethical standards and requirements, local, state, and national laws and regulations, their respective Participation MOUs and the Program Manual. Such laws and regulations include without limitation the California Confidentiality of Medical Information Act (California Civil Code §§ 56 – 56.37), the Lanterman-Petris-Short Act (California Welfare and Institutions Code §§ 5328 – 5328.9), the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR Parts 160, 162 and 164 (“HIPAA”), and the regulations of the U.S. Public Health Service, Department of Health and Human Services pertaining to the confidentiality of alcohol and drug abuse patient records (42 CFR Part 2).

3.4 Provider-Patient Relationship. Participants and their Authorized Users may use the Care Pathways Services and provide or retrieve Clinical Information only pursuant to an established provider-patient relationship and in connection with the treatment of their respective patients, and for purposes related to Participants’ treatment, payment and other health care operations.

3.5 Responsibility; Mutual Indemnification. Each Participant shall be solely responsible for the conduct of that Participant’s Authorized Users in their use of the Care Pathways Services and the Clinical Information they provide and/or retrieve through the Care Pathways Services, and for all clinical decision-making and other matters arising out of the Participant’s provider-patient relationships. Each Participant (for the purposes hereof, the “Indemnifying Participant”) shall indemnify, defend and hold harmless ACCEL, Marshall and each of ACCEL’s other members, and each other Participant, and their respective officers, directors, employees, agents, licensors, suppliers and affiliates, from and against all losses, liability, expenses, damages and costs, including reasonable attorney’s fees and expert witness fees, not covered by insurance and arising from (a) any breach by the Indemnifying Participant of its Participation MOU, (b) the Indemnifying Participant’s or its Authorized Users’ provider-patient or other relationship with a patient, (c) or any negligent or wrongful action or omission, by the Indemnifying Participant or its Authorized Users related to (i) the Indemnifying

Participant's or its Authorized Users' use of the Care Pathways Services or (ii) the Indemnifying Participant's or its Authorized Users' provision, retrieval, use or subsequent disclosure of Clinical Information.

3.6 Patient Authorization; Use of Information. With each and every use of the Care Pathways Services and each provision or retrieving of Clinical Information through the Care Pathways Services by a Participant and/or an Authorized User of that Participant, the Participant shall represent and warrant as follows: (a) that, prior to any provision of Clinical Information through the Care Pathways Services by the Participant or any of its Authorized Users, the Participant shall have provided notice to the patient as required by the Program Manual, and obtained a currently-effective authorization from the patient if and to the extent required by applicable law and the Program Manual; and (b) that any retrieval of a patient's Clinical Information through the Care Pathways Services is for treatment, payment, or health care operations with respect to that patient.

3.7 Appropriate Safeguards; Training. Each Participant shall be responsible for developing and maintaining procedures, as described in the Program Manual, to assure the privacy, security and integrity of Clinical Information maintained under their control, including all Clinical Information they may receive through use of the Care Pathways Services. Each Participant shall use appropriate administrative, physical and technical safeguards to assure that only the Participant and its Authorized Users have access to the Care Pathways Services technology, and that they only retrieve Clinical Information that the Participant and its Authorized Users are legally authorized to retrieve and use. Participants shall provide training for all their Authorized Users in the use of the Care Pathways Services and compliance with the terms and conditions of their Participation MOUs and the Program Manual.

3.8 Privacy Policy. Participants and their Authorized Users shall comply with ACCEL's Privacy Policy, which shall be set forth in the Program Manual.

3.9 Alterations to Clinical Information. No alterations shall be made to the content of the Clinical Information submitted by a Participant, except as described in the Program Manual.

3.10 Changes to Participation MOUs and the Program Manual. Participation MOUs and the Program Manual may be amended, modified, updated or otherwise revised from time to time in accordance with the procedures described in the Program Manual.

3.11 Disputes; Meet and Confer. In the event any dispute arises between any Participant and either ACCEL, Marshall, any other member of ACCEL, or any other Participant, in connection with this MOU, each party to that dispute shall meet and confer with the other parties in a good faith effort to resolve that dispute prior to the commencement of any judicial process or other proceeding in connection with the dispute.

3.12 No Third Party Beneficiaries. ACCEL, Marshall, each other member of ACCEL and each other Participant shall be an intended third party beneficiary of the Uniform Terms for Participants. Except as expressly stated in this Section 3.12, there shall be no third party beneficiaries of a Participation MOU.

3.13 Governing Law. Participation MOUs shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law rules that may give a contrary result.

4. Costs. Contracting Participant shall be solely responsible for all costs incurred by Contracting Participant to connect to and use the Care Pathways Services and to provide or retrieve Clinical Information, including but not limited to obtaining and maintaining all telecommunications, computer and other equipment necessary to do so.

5. Suspension of Services. Subject to the other terms and conditions of this MOU, ACCEL reserves complete and sole discretion with respect to the operation of the Care Pathways Services. ACCEL may among other things withdraw, suspend or discontinue any functionality or feature of the Care Pathways Services, in accordance with the procedures described in the Program Manual.

6. Maintenance of Data. ACCEL shall adopt operating procedures for the handling and maintenance of data in the operation of the Care Pathways Services. Neither ACCEL nor Marshall nor any of ACCEL's members or Participants shall be responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers.

7. Provision of Clinical Information. Contracting Participant shall make Clinical Information (including but not limited to the following: pediatric mental health consult reports, and pediatric immunizations) available electronically through the Care Pathways Services as soon as practicable following its availability.

8. Duration of MOU. The term of this MOU shall commence upon the latest date of execution as set forth in the signature page and shall continue unless terminated either by Contracting Participant or by Marshall, acting in collaboration with ACCEL. Either Contracting Participant or Marshall, acting in collaboration with ACCEL, may terminate this MOU at any time, with or without cause, upon notice given in accordance with Section 9 (Notices). The terms and conditions of this MOU shall continue to apply to the use and disclosure of all Clinical Information provided or retrieved through the Care Pathways Services prior to that termination.

9. Notices. ACCEL or Marshall may deliver notice to Contracting Participant by means of written communication delivered by first class U. S. mail or express courier to the address for Contracting Participant on record in Marshall's account information. Contracting Participant may give notice to Marshall at any time by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Marshall Medical Center
1100 Marshall Way
Placerville, CA 95667
Attention: Legal Services

10. Disclaimer; Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER ACCEL NOR MARSHALL NOR ANY OTHER MEMBER OF ACCEL MAKES

ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THIS PARTICIPATION MOU, THE PROGRAM MANUAL, THE CARE PATHWAYS SERVICES OR CLINICAL INFORMATION, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER ACCEL NOR MARSHALL NOR ANY OTHER MEMBER OF ACCEL SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS PARTICIPATION MOU, THE PROGRAM MANUAL, THE CARE PATHWAYS SERVICES OR CLINICAL INFORMATION, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Severability. The provisions of this MOU are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof. If any provision of this MOU is held to be invalid or unenforceable, such provision shall be reformed, if reasonably possible, while remaining consistent with the other provisions of this MOU, only to the extent necessary to make it enforceable.

12. Entire Agreement. This MOU, together with the Program Manual as it is developed and approved by the Steering Committee, including any modifications, amendments or updates made in accordance with the terms of the Program Manual, represents the complete agreement between Contracting Participant and Marshall concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter.

13. Assignment. Neither Contracting Participant nor Marshall may assign, transfer or delegate this MOU or any part of it without the other's prior written consent. Notwithstanding the foregoing, this MOU shall be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

14. Waiver. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this MOU, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

15. Contract Administrator for the County of El Dorado. The County Officer or employee with responsibility for administering this MOU is Sharon Elliott, Assistant Director of Public Health, Health Services Department or successor.

Signature Page Follows

ACCEL
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Signature Page for the County of El Dorado

EL DORADO COUNTY DEPARTMENT HEAD CONCURRENCE:

By:  3-19-11

Neda West, Director
Health Services Department

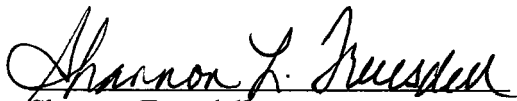
IN WITNESS WHEREOF, the parties have executed this MOU on the dates indicated below, the latest of which shall be deemed to be the effective date of this MOU.

“Marshall”

“Contracting Participant”

MARSHALL MEDICAL CENTER, a
California nonprofit public benefit corporation

County of El Dorado, a political subdivision of
the State of California,


Shannon Truesdell,
Chief Operating Officer

Raymond J. Nutting, Chair
County El Dorado of Board of Supervisors

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

Deputy Clerk

Date: _____

MEMORANDUM OF UNDERSTANDING
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Exhibit 1

Description of ACCEL, the Program and Care Pathways Services

ACCEL is a county-wide health collaborative dedicated to improving the County of El Dorado residents' access to and quality of health care, in part by building transparent patient program linkage across agencies.

The Program. Care Pathways is a cross-agency case management program to ensure that a resident's needs are attended to throughout many encounters in the health access and delivery process. Each pathway defines the problem to be addressed, the desired positive outcome, and the key intervention steps required to achieve the outcome. The program provides a standardized accountable structure to shift the focus towards defined outcomes. It is a patient-centric process that addresses one health care issue at a time. As work steps are completed, they are defined by a measurable outcome.

Pathways can address administrative access or clinical issues. To date, five Care Pathways have been implemented: Securing Health Care Coverage, (Newborns) Securing Health Care Coverage, Obtaining a Medical Home, (Newborns) Utilizing a Medical Home Appropriately and Pediatric Mental Health Consult. Community Health Workers (CHW) assist and monitor the person/patient progress through a Pathway. Care Pathways were developed as a paper process to enable clear cross-agency patient referrals with transparent interactive work process definition. Automation of the paper processes was always envisioned to increase efficiencies, accurate timely communication and improved patient outcomes. ACCEL Participants automation of the paper processes will occur over time.

Although the Care Pathways electronic solution (iREACH) will be accessible by Participant users at different sites and organizations, it is a stand alone product that does not exchange information with any other systems. The implementation of a county-wide Electronic Master Patient Identifier (EMPI) used with the Care Pathways electronic solution will support Participants' exchange and update of demographic patient information and provide a match on patients at the different Participant delivery stations.

Descriptions of the five Care Pathways are described in the Program Manual.

EXHIBIT 2

ACCEL Program Manual

Contents

1. ACCEL Governance Committee Charter
2. ACCEL Governance Agreement
3. Memorandum of Understanding Regarding Participation in Care Pathways Program
4. Policies & Procedures

EXHIBIT 2

ACCEL Governance Committee Charter Approved August 12, 2007 Amended and Approved September 23, 2010

Introduction

On June 4, 2007 an executive Steering Committee (SC) was formed to provide oversight to the ACCEL Project in El Dorado County. The ACCEL Project is a county-wide collaborative, including representatives from the prominent health organizations in the county, whose purpose is to make El Dorado County a healthier community by uniting, maximizing, connecting, and focusing health resources. ACCEL receives funding from multiple foundations and is currently developing electronic connectivity of the County's disparate health information systems. Through this connectivity ACCEL will: a) enable and support a new patient centered (systems change) program called Care Pathways, and b) aggregate information from disparate sources, to create a county-wide Health Information Exchange.

The 2006-2010 goals for ACCEL are to:

1. Improve the quality of health care and administrative efficiency in El Dorado County by:
 - ❖ Continuing to improve access to medical care through ongoing program nurturance and the development of enabling technology
 - ❖ Creating county-wide shared patient information across institutions (EMPI and 1st Generation HIE)
 - ❖ Establishing standardized processes with measurable outcomes (Care Pathways) to coordinate care at critical entry junctures
 - ❖ Building community trust and program linkages
2. Enhance health access and outcomes through the monitoring of aggregate data
3. Overcome barriers to care-as well as factors impeding integrated care

Composition

The Steering Committee includes executive representation from the following organizations:

- County of El Dorado Health Services Department (Public Health and Mental Health Divisions)
- Barton Healthcare System
- Marshall Medical Center
- El Dorado County Community Health Center
- Shingle Springs Tribal Health Program
- 2 Physician Champions – Western Slope and South Lake Tahoe

The Committee may decide to add members representing other community agencies at any time in the future.

Responsibilities

The responsibilities of the Steering Committee are to:

ACCEL Steering Committee Approved 9/23/2010

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1. Make critical business decisions necessary for the success of all ACCEL programs and initiatives (examples: decide to approve common consent and authorization form recommended by workgroup; determine long term finance mechanisms for ACCEL projects; adopt Participant Agreement)
2. Provide strategic guidance in the evolution of all programs (example: make go / no-go decisions at project phases/critical paths for Care Pathways)
3. Provide oversight to the working committees (example: provide direction regarding inter-agency decisions; ensure resources are used effectively to support the Steering Committee)
4. Establish policies necessary for continued operation and development of programs

The Steering Committee uses a county-wide perspective in shaping the ACCEL programs. It flags development issues to the work groups for resolution or recommendations. Additionally, the Steering Committee serves as a conduit for input from and output to the broader community organizations not represented on the committee. Members are vocal advocates for the ACCEL Project and obtain input from key constituents within their organization prior to meetings. They communicate the goals and progress of the project to their organization and community stakeholders.

Decision Making

Decisions are made using a solution-focused consensus model where common agreement is emphasized over differences and effective decisions are reached using compromise, range voting, nominal group techniques, decision matrices and other techniques to avoid or resolve mutually-exclusive positions within the committee.

The decision/recommendation process is as follows:

- Advisory Teams, workgroups and other experts to provide recommendations, options considered, and rationales to the Steering Committee for approval
- Steering Committee discusses, striving for consensus if possible
- If consensus cannot be reached, the majority vote rules
- A quorum to vote is at least 4 of the 8 voting members

Administrative Authority

The Steering Committee will designate one to two members or staff person with authority to sign documents on behalf of ACCEL. Signature authority is granted following formal review and approval of relevant documents by the Committee. Designation of signature authority will be reviewed as needed.

Evaluation

Committee member self-evaluation is performed anonymously every two (2) years using the approved self-evaluation form. These forms are electronically submitted to the Project Administrator for aggregation and group feedback.

ACCEL Steering Committee Approved 9/23/2010

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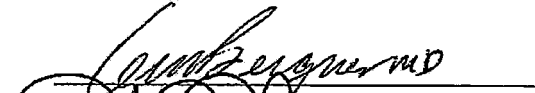
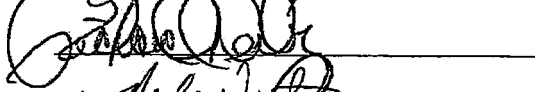
Reporting

The Steering Committee delegates minute preparation following every meeting. The minutes will record the decisions made, voting record and action items for future meetings. The written minutes are submitted to the Steering Committee for approval at the subsequent meeting.

2010 Steering Committee Members

Signature of Acceptance

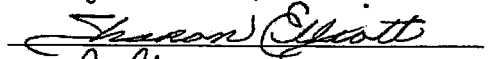
Greg Bergner
~~Richard~~
Derek Derby

Neda West



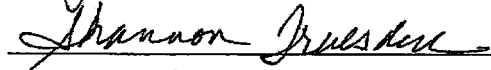
Sharon Elliott



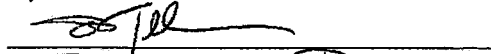
Jon Lehrman



Shannon Truesdell



Jim Ellsworth



Beth Ann Bodi



ACCEL Steering Committee Approved 9/23/2010

EXHIBIT 2

ACCEL GOVERNANCE AGREEMENT

THIS GOVERNANCE AGREEMENT (“Agreement”) is by and between the original participating organizations (“Members”) in ACCEL, a county-wide health collaborative dedicated to improving El Dorado County residents’ access to and quality of health care by developing and implementing a patient case management services program called Care Pathways, and advancing electronic solutions for transparent patient program linkages across health services agencies and providers, including the development of a Electronic Master Patient Identifier (“EMPI”) and the establishment of a network for the electronic exchange of health information among participating health services agencies and providers (“Programs”). The purpose of this Agreement is to define the duties and responsibilities of the Members for the administration and operation of ACCEL and its Programs.

Article I – THE MEMBERS.

The Members of ACCEL include the following health organizations which were participating in the development or implementation of certain ACCEL Programs at the time of the original formation of the collaborative:

- County of El Dorado Health Services Department
 - Public Health and Mental Health Divisions
- Barton Healthcare System
 - Barton Memorial Hospital
 - Barton Community Clinic
 - Barton Family Medicine
- Marshall Medical Center
 - Marshall Hospital
 - Marshall Physician Clinic Services
 - Divide Wellness Center
- El Dorado County Community Health Center
- Shingle Springs Tribal Health Program
- Two (2) Physician Champions – West Slope & South Lake Tahoe

As Members, each of the above health organizations may participate in the governance of ACCEL and its Programs through representation on the Steering Committee (described below). Additional members may be appointed by the Steering Committee.

Article II – THE PARTICIPANTS.

Upon approval by the Steering Committee, additional health organizations may participate in the ACCEL Programs by entering into a Participation Memorandum of Understanding (“MOU”) defining the nature and extent of their participation. The Steering Committee shall determine when a new Participant’s involvement rises to a level

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qualifying the Participant as a Member of ACCEL with representation on the Steering Committee.

Article III – THE STEERING COMMITTEE.

ACCEL is governed by an executive Steering Committee comprised of representatives from most of the above named Members. The Steering Committee has the following responsibilities:

- A. Make critical business decisions necessary for the operation and success of all ACCEL Programs and initiatives, including but not limited to, the determination of long term finance mechanisms for the Programs, the approval of health organization Participants for the Programs, and the approval of any transactions or agreements with Members or third parties relating to any component of the Programs;
- B. Provide strategic guidance in the evolution and implementation of all ACCEL Programs;
- C. Establish and provide oversight to working groups and committees tasked with the evaluation and development of particular components necessary for the success of the Programs;
- D. Ensure resources are used effectively and efficiently to support the development, implementation and administration of ACCEL Programs; and
- E. Establish policies necessary for continued operation, improvement, and expansion of the Programs, including without limitation, the adoption of a Program Manual governing the electronic exchange of health information and approval of modifications or updates to the Program Manual in a manner directed by the Steering Committee.

The responsibilities identified above, as well as the procedures for decision-making, evaluation and reporting by the Steering Committee are set forth in the ACCEL Governance Committee Charter, which is fully incorporated herein by reference.

Article IV – RESPONSIBILITIES ASSUMED BY CERTAIN MEMBERS.

Certain Members have entered separate agreements with the County of El Dorado (“County”) to perform or assist with the performance of specific functions necessary for the development, implementation and operation of the Programs. The following responsibilities have been assumed by the Members named below:

- A. Fiscal Administration. Funding for ACCEL and its Programs has been or is being provided by the following grants:
 - 1) The California Endowment (“TCE”) grant # 20092073: Barton Healthcare System (“Barton”) is named as the fiscal agent for the grant “Creating a

EXHIBIT 2

Countywide Shared Patient Record Across Institutions". Barton is providing grant management services necessary to meet the objectives and scope of the work of the grant during the term of June 11, 2009 through December 31, 2010.

- 2) Blue Shield of California Foundation ("BSCF") grant # 2716288: Additional grant funding for furtherance of ACCEL Health Information Technology ("HIT") and business plan work in connections with the ACCEL Programs has been provided for a period of January 1, 2009 through October 1, 2010. The grant is administered by the Public Health Division ("PHD"). The PHD has entered into a separate agreement with Barton Healthcare System to provide technical and grants management services necessary to meet the objectives and scope of work. This 9/30/09-12/21/10 agreement between PHD and Barton Healthcare System is fully incorporated herein by reference.
- 3) The California HealthCare Foundation grant # 08-1901: Additional grant funding for furtherance of improving access to specialty care services (using Care Pathway Program model) for the period of April 1, 2009 through June 30, 2011. The County's separate agreement with Barton Healthcare System to provide technical and grants management services necessary to meet the objectives and scope of work also applies to this grant. This 9/30/09 – 12/21/10 agreement between PHD and Barton Healthcare System is fully incorporated herein by reference.

The Members agree as a matter of policy that all funding obtained for the development, implementation or administration of ACCEL Programs shall be Participant(s) managed. The Members agree to execute necessary funder agreements and to take further action necessary to accomplish this policy objective. The Members designated with the responsibility for fiscal administration of funding currently are the County of El Dorado Health Services Department Public Health Division and Barton Healthcare System. Other ACCEL Members may perform the same role as determined by the Steering Committee.

B. Technology/programming enhancements and reports regarding the health information exchange pilot. Barton is responsible for performing this function. (Reference Agreement # 009-092-P-E2009). By January 2011, a technology transfer by Barton to Marshall Medical Center ("Marshall") will occur and from that point forward, Marshall will host the technology.

C. ACCEL Program Operations and Management. The Members have agreed to oversee the operation and management of the ACCEL Programs by contributing operational staff necessary for the successful function of the ACCEL Programs and by acquiring additional consulting staff necessary for the management of the ACCEL Programs.

D. Development of Program Manual. The Steering Committee has adopted and will maintain a Program Manual governing technology operations and setting forth the procedures, policies and rules governing participation in the ACCEL Programs. The

EXHIBIT 2

Steering Committee may delegate responsibilities for the development of the manual to other Members or committees of ACCEL, and may contract with a third party consultant for assistance in development of the manual. The Program Manual may be modified or updated from time to time on an as needed basis as directed by the Steering Committee.

Article V – GENERAL RESPONSIBILITIES OF MEMBERS AND PARTICIPANTS.

The Members and Participants of ACCEL are responsible for adhering to the terms and conditions of their respective Participation MOUs and the Program Manual, as modified or updated, which govern that Member's or Participant's participation in the ACCEL Programs. If utilizing ACCEL technology, Members and Participants shall ensure strict compliance by their Authorized Users with the terms and conditions of their respective Participation MOUs and the Program Manual. Each Member's or Participant's participation in ACCEL is conditioned upon its compliance with the terms of its Participation MOU and the Program Manual. Status as a Member or Participant may be terminated at any time upon written notice under the direction of the Steering Committee.

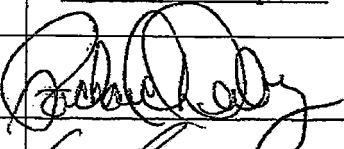
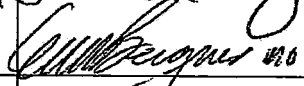
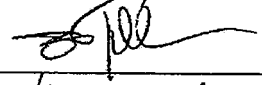
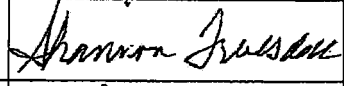



Article VI – GENERAL PROVISIONS.

This Governance Agreement, together with the ACCEL Governance Committee Charter and any separate documents or agreements referred to herein, represent the complete governing documents for ACCEL. This Governance Agreement may be amended at any time under the direction of the Steering Committee.

The individuals signing on behalf of the Member organizations named below and thereby binding such Members to the obligations set forth in this ACCEL Governance Agreement represent that they are fully authorized to do so by law or other appropriate instrument.

The County officer or employee responsible for the administration of this Agreement on behalf of the County of El Dorado is Sharon Elliott, Assistant Director of Public Health, Health Services Department, or successor.

EXHIBIT 2

<u>Member Organization</u>	<u>Signature of Acceptance</u>	<u>Print Name and Title</u>
Barton Healthcare System		Richard Derby, CFO
South Lake Tahoe Physician Champion		G.W. Bergner MD
El Dorado County Community Health Center		Jim Ellsworth
Marshall Medical Center		SHANNON TRUESDELL COO / CEO
Western Slope Physician Champion		JONATHAN W. LETTMAN MD
County of El Dorado Health Services Department		Neda West, Director
Shingle Springs Tribal Health Program		Beth Ann Badi Executive Director

**TITLE: Release of Information**

Category: Privacy	
Original Effective Date: Revision Date:	Review Date:

Each Participant must have established internal policies for handling requests for and disclosures of, health information pertaining to ACCEL patients. Requests for release of information may take several forms: 1. By patient or personal representative 2. By public authorities or as required by law (court order, subpoena, search warrant, public health purposes, reporting of communicable diseases, reporting of abuse, neglect or domestic violence).

Request for release of information must go to the Participant where the patient sought services. Request for release of information must be made in writing to the Participant.

Participants shall:

1. Maintain the formal documentation of the request
2. Insure necessary authorizations for release are in place
3. Respond within the timeframe established by Federal and California law, generally within 15 days.

**TITLE: Notification of Privacy Practices**

Category:

Policy Number:

Governance

Original Effective Date:

Current Revision Effective Date:

11-16-07

General Requirements

Each Participant must have established internal privacy and security policies & procedures that effectively manage access to, and the appropriate use of, Protected Health Information. Each Participant must ensure that its internal policies apply, or are updated to apply, to access to the ACCEL system and use of ACCEL services. Participants shall obtain prior written approval from the Steering Committee before permitting a business associate (other than the Authorized Users or ACCEL itself), as defined in 45 CFR 160.103, to access the ACCEL system or to obtain data from the ACCEL system.

Notice to Patients regarding ACCEL

ACCEL shall honor and facilitate certain rights provided by Participants to their patients whose information is shared through ACCEL. As detailed in this policy, Participants shall implement appropriate procedures to (1) inform patients of ACCEL, and (2) allow patients to submit a request to not share information with or through ACCEL (i.e. Opt-out).

All Participants who are both care providers and Data Providers are required to notify their patients of ACCEL and what it does in a reasonable and appropriate manner.

ACCEL strongly advises care provider and Data Providers to add explanatory text regarding ACCEL to their Notice of Privacy Practices (NPP). A short statement is suitable for inclusion in the NPP is attached hereto as Exhibit 1.A. ACCEL has created and recommends distribution of the ACCEL 'Fact Sheet' to patients or beneficiaries. The Fact Sheet explains the purpose of ACCEL. It outlines that patient information will be primarily used for access to care and treatment purposes, and lists those agencies currently involved in ACCEL. The Fact Sheet is attached hereto as Exhibit 1.B. An Opt-out form for use with patients choosing not to participate in ACCEL is attached hereto as Exhibit 1.C.

Opt-out Requirements & Procedures

1. All Participants who are both care and Data Providers are required to provide a reasonable and appropriate mechanism for accepting a patient's request to not allow his or her information to be shared with ACCEL (i.e., to "opt out").
2. In addition, these Participants must put in place a procedure for notifying ACCEL of such an election. Participants shall decide internally how this procedure shall be addressed and shall notify ACCEL in writing (which may be electronic) of such decision.

EXHIBIT 2

3. A Participant shall not withhold coverage or care from an individual on the basis of that individual's choice not to have information about him or her accessible through the ACCEL System. *Participants shall decide how this is addressed at their agency.*
4. In addition, each Participant retains the authority to decide whether and when to obtain individual patient consent prior to making information available through ACCEL.
5. A patient's opt-out or future change of status applies to the specific Participant's vault. Each Participant shall develop with ACCEL and maintain an internal policy and procedure addressing its "opt-out process" and shall provide such policy and procedure, as may be amended periodically, to ACCEL.
6. Each Participant shall document and maintain documentation of all patients' decisions not to have information about them accessible through ACCEL.
7. In addition, each Participant shall develop a procedure allowing a patient to rescind a previous request to opt out. Such procedure shall include provisions ensuring notification to ACCEL of such change request.
8. Each Participant will determine what data will be submitted through ACCEL after a status change. No data previously submitted to ACCEL will be deleted from ACCEL. If an individual's information has previously been submitted to ACCEL such information will no longer be accessible to other Participants following the election to opt out (unless the individual later elects to opt back in).
9. Participant referrals to the ACCEL Care Pathways program shall include only patients who have not Opted-out.

(After 120 day pilot of ACCEL Care Pathways technology and Opt-out, this policy will be revisited by the Steering Committee.)

Communication between ACCEL and Participants

1. Each Participant agency will give the NPP to all patients.
2. Patients who Opt-out of ACCEL will complete the Opt-out form to include **patient name, gender and birthdate**, the **date of the patient opt-out**, and originating ACCEL **Participant (organization)**; the form goes to the Privacy Officer who will retain the originals.
3. The Participant agency will create a FLAG for Opt-out patients in their proprietary MPI/technology.
4. Only patients (children) who meet the criteria for an ACCEL Care Pathway AND who are a bonifide ACCEL participant (per NPP policy) will be referred to (entered into) iREACH.
5. Reports on the incidence of Opt-outs will need to be manually counted. ACCEL will work with Privacy Officers (or their designee, e.g. Data Custodian) to obtain that data.
6. ~~Marshall (who is not using iREACH) will not refer any patients who have opted out. Marshall will track patients who have opted out via its internal computer system.~~

EXHIBIT 2

Exhibit 1.A.

Simple language for Notice of Privacy Practices

<Partner organization> may share your health information with ACCEL (Access El Dorado). ACCEL is a health program that allows community health services to work together for improved care in El Dorado County. Health care providers involved in your care can share information through ACCEL to help provide better care and treatment.

As a patient, you can request not to share your health information with ACCEL. Your request must be submitted in writing to the Facility's Privacy Officer

EXHIBIT 2

Exhibit 1.B.

ACCEL Fact Sheet for use with NPP

See next page.

ACCEL FACT SHEET

What is ACCEL?

ACCEL (Access El Dorado), is a health care program that allows community health services to work together for the improved delivery of care in El Dorado County. One of ACCEL's objectives is to use information technology to improve health care by allowing providers to share health information that will help them provide the best care possible to their patients. Providers are doctors, nurses, therapists, healthcare workers, hospitals, and clinics.

Which organizations in ACCEL share information?

The following organizations now participate in ACCEL:

- Barton Health
- Barton Community Clinic
- El Dorado County Community Health Ctr.
- El Dorado County Mental Health
- El Dorado County Public Health
- Shingle Springs Tribal Health Clinic
- Barton Memorial Hospital
- Tahoe Family Physicians
- Marshall Medical Center
- Marshall Physician Care Services
- Divide Wellness Center

Why is health information shared?

Health care providers can make better decisions about a patient's care and treatment when they have as much information as possible. ACCEL permits providers to review health information in a system that is faster, more secure and more efficient than the system that is currently used. ACCEL only shares information about a patient's medical condition with health care providers currently involved in the patient's care.

Is shared health information kept private and confidential?

Yes. ACCEL obeys all applicable federal and state laws about privacy of medical information. ACCEL will not share health information with anyone not involved in the care of a patient or related to operations of ACCEL. Every organization and provider that shares or uses information from ACCEL must obey strict rules for security and privacy.

What are your rights?

As a patient, you have the right **not** to share your health information among providers in ACCEL. This is called "*opting out*". However, if you choose not to participate, health care providers may not have access to health information that may be important and useful in making choices about your medical care. If you choose to opt out, you must submit your request in writing to the Privacy Officer of your health provider.

If you have questions regarding your privacy rights, please refer to the Notice of Privacy Practices provided to you by your health care provider. If you need another copy of that notice, please ask your provider to give you one. This Fact Sheet is intended for educational purposes only. Operations of ACCEL and the content of this Fact Sheet may be changed by ACCEL from time to time without notice.

Who do I contact for more information?

Every organization in ACCEL has a person who is responsible for privacy practices. When you have a question, ask for the Privacy Officer. He or she will be able to answer your questions or find someone who can help you.

EXHIBIT 2



Exhibit 1.C.
Patient Request to Opt-out

I, _____, do not want to participate in ACCEL. I do not want my health information used or disclosed among the providers and/or participants in ACCEL. I understand that by opting out of the ACCEL program, providers involved in my medical care may not have access to health information that may be important and useful in making decisions about my treatment.

I understand that my health care providers will not withhold treatment because of my choice not to participate in the ACCEL program.

I understand that in order to carry out my decision to opt out of the ACCEL program, it is necessary to share my opt-out decision with the ACCEL providers and/or participants. Accordingly, I hereby authorize the disclosure of my name, gender, birth date as part of my decision to opt-out with the other ACCEL providers and/or participants.

Signature: _____ Date: _____
Patient/Parent/Guardian

Facility Privacy Officer: _____
Name

Address

Phone number



Participating in a Health Information Exchange ACCEL talking points

1. INTRODUCTION: setting the context

Within a health care setting

- You are visiting a health care provider who belongs to ACCEL, an association of providers in El Dorado County who want to make sure that all residents have access to medical care.
 - ACCEL stands for ACCess EL Dorado.

Outside a health care setting

- When you become part of the ACCEL, you will be taken care of by a health care provider who is a part of, and subscribes to the policies of ACCEL, an association of providers in El Dorado County who want to make sure that all residents have access to medical care.
 - ACCEL stands for ACCess EL Dorado.

Explaining what is involved

- ACCEL includes El Dorado County Public Health, El Dorado County Mental Health, El Dorado County Community Health Center, Shingle Springs Tribal Clinic, Barton Memorial Hospital, Barton Community Clinic, Tahoe Family Physicians, Marshall Medical Center, Marshall Physician Care Services, and Divide Wellness Clinic. New providers may be added who are also interested in making sure all residents have access to health care.
 - Your/your child's providers can be doctors, nurses, therapists, healthcare workers at hospitals and clinics.
- All ACCEL providers are linked by a database that allows them to share health information about the patients they take care of.
 - Information can also be shared using postal service, fax, telephone and computers. Although restricted, in the future, more information will be shared using computers.
- Sharing your/your child's health information between providers offers many benefits:
 - It helps them understand your health history better.
 - It helps them make a more comprehensive diagnosis.
 - It helps them offer better treatment and management of diseases.
 - It prevents you from getting tests or medicines that you may not need, or could harm you.
 - It helps experts study health care for uninsured people so they can make suggestions to improve health care for all.

2. BENEFITS: Encouraging clients to participate

EXHIBIT 2

- The providers in ACCEL think this is a good program for you/your child. Providers can do a better job of taking care of you when they have as much information about your/your child's health as possible.
- Types of health information from other places that can be shared to help your doctor: lab and x-ray test results, prescriptions, allergy information, immunizations, medical conditions, and personal contact information.

An example (for the future)

Your child gets very sick at school and is having trouble breathing. Since you can't be reached, your child is taken to the Emergency Room. Because of the ACCEL database, the doctors and nurses can find out who your child's regular doctor is, call him/her and learn if your child is being treated for an illness, is taking any medications, has allergies and so on. This could allow for faster and better treatment and prevent unnecessary x-rays, blood tests and medications

3. RISKS: reassuring clients about safety and privacy

An example

In order to, view information each provider who is part of ACCEL must log into the computer database using specially assigned identification and password that is used only by him/her. If someone were to try to get into the database by testing various IDs and passwords, the system will be "locked" as the attempt is investigated. Because the system keeps track of exactly which computer terminals are being used, finding out who tried to get in is fairly easy. If you compare this to the security of paper medical records, using the computer database is probably safer.

- We think it is very safe.
- Only specially identified providers will be able to see your/your child's information.
- In some ways, information shared using computers is safer because we can see who is looking at it to make sure it is only the right people.
- ACCEL providers have made extensive plans to establish maximum security for all confidential information.
- Nothing is 100% safe and there is a small risk that health information could be seen by someone who is not supposed to see it.
- We think the benefits of shared information are much, much greater than the potential risk of private information being seen by others without permission.

4. OPTIONS: validating client choices

Assuring clients that NOT participating is a valid choice

- We understand if you don't want to participate at this time.

EXHIBIT 2

- It will not affect your/your child's right to receive medical care/treatment or insurance coverage.
- We need you to sign a form.
- You can change your mind at any time.

Accepting clients uncertainty about deciding

- You can think about this some more.
- If you want more information you can read the fact sheet and visit our website

**TITLE: Governance**

Category: Insurance	
Original Effective Date: 12-10-07	Current Revision Effective Date:

Policy Objectives. This policy's objectives are assure that Participants maintain adequate insurance coverage for the risks associated with their respective activities and the electronic exchange of health information among them, and to promote transparency among ACCEL and Participants regarding insurance coverage.

Required Insurance. Each Participant shall maintain, throughout the term of this Agreement, at its sole expense, such professional, general and other liability insurance coverage as it determines is reasonable to insure the Participant and its officers, directors, employees and other agents against any third party claim or cause of action arising out of the Participant's activities, including without limitation the performance of health care services and the performance of the Participant's obligations in connection with its participation in ACCEL. Such insurance may include technology and information errors and omissions (TIE &O) insurance coverage, if the Participant's professional and/or general liability insurance does not provide adequate coverage against any third party claim or cause of action arising out of the Participant's participation in ACCEL's program of electronic health information exchange.

Copies of Insurance Policies. Each Participant shall maintain a copy of all insurance policies described in this policy.

Changes. Each Participant shall promptly notify ACCEL in writing of any cancellation, reduction or replacement of any insurance coverage described in this policy.

Claims-Made Coverage. If any insurance coverage described in this policy is provided to a Participant on a claims-made basis, the Participant shall, upon any termination of that coverage obtain extended coverage ("tail coverage") for the longest reporting period available.



TITLE: Definitions

Category: Governance	
Original Effective Date: 11-16-08	Current Revision Effective Date: 3-26-08

- 1.1 ACCEL. The collaborative of public and private organizations that coordinates a program promoting the electronic exchange of health information, including the Care Pathways Services, pursuant to the ACCEL Governance Agreement and Charter.
- 1.2 ACCEL System. Technology providing for the electronic exchange of Clinical Information including information relating to Care Pathways Services.
- 1.3 Authorized User. Either: (a) a Participant who is an individual licensed physician or other health care provider; or (b) an individual who is authorized by a Participant, consistent with the scope of that individual's licensure and practice and his or her responsibilities to the Participant, to use the Care Pathways Services and provide and/or retrieve Clinical Information through the Care Pathways Services on behalf of that Participant
- 1.4 Clinical Information. Information that relates to either: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of health care to an individual; (c) the past, present, or future payment for the provision of health care to an individual; (d) demographic information of or describing an individual; or (e) financial information of an individual. Clinical Information is also referred to as Electronically Protected Health Information (EPHI).
- 1.5 Data Custodian. A Participant designee responsible to ACCEL for identifying User Access Levels, User Contact Information, User Changes and involvement with incident reporting escalation.
- 1.6 Data Provider or Recipient. A Participant approved by ACCEL to provide and/or receive Clinical Information for use through the ACCEL system.
- 1.7 HIPAA. The Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 CFR Parts 160,162 and 164.
- 1.8 Notice of Privacy Practices (NPP). The written description of ACCEL's or a Participant's privacy practices, including without limitation privacy policies relating to notifying, administering and communicating patient consent or Opt-out.
- 1.9 Participant. An individual or organization that has entered into a written agreement approved by ACCEL defining that individual's or organization's participation in Care Pathway Services, which may or may not include utilization of the ACCEL System. A Participant may be a Data Provider, a Data Recipient or both or neither if participating as a Limited Information Provider.
- 1.10 Limited Information Provider. A Participant that is providing Clinical Information through means other than the ACCEL system, e.g., a provider of "paper" information.

EXHIBIT 2

- 1.11 Policies & Procedures. Policies & Procedures created and maintained by ACCEL
- 1.12 Steering Committee. The ACCEL committee composed of representatives of Participants described in the ACCEL Governance Agreement
- 1.13 Vault. Refers to each Participant's secure patient data base.



TITLE: Changes to Program Manual

Category: Governance	
Original Effective Date: February 13, 2008	Current Revision Effective Date:

ACCEL may change (amend, repeal, or replace) the approved Policies and Procedures in the Program Manual at any time as deemed necessary.

Development and Dissemination of Changes

ACCEL is solely responsible for the development of the Policies and Procedures, and may amend, repeal or replace them at any time with approval from the ACCEL Steering Committee. ACCEL shall determine the timeline for notification and provide notice to all Participants of any changes to Policies and Procedures.

ACCEL shall notify Participants immediately when notified of a change is required to comply with applicable laws and regulations. However, if urgent change is required in order for ACCEL or Participants to comply with applicable laws or regulations, ACCEL’s principal staff may implement the change within a shorter period of time as determined appropriate under the circumstances. Such urgent changes will be brought to the Steering Committee for validation at a later date.

Participant Request for Reconsideration

Each Participant has the right to request reconsideration of a change. If a Participant objects to a change that has been approved by the Steering Committee, that Participant may, within (30) days following the ACCEL approval of change make a request to Steering Committee for reconsideration, noting the reasons for the objection. During this period, implementation of the disputed change is not required of the Participant requesting reconsideration and that Participant accepts responsibility for any and all consequences that may arise from not enacting recommended change.

EXHIBIT 2



TITLE: User Set Up Policy

Category: Other	
Original Effective Date: 12/10/07 Revision Date: September, 2010	Review Date: November, 2008

All Authorized Users must be known to the Participant and authorized either by the Authorized Representative or the Data Custodian. Prior to gaining access to the ACCEL System for training or use, the following documents must be reviewed and when required, signed by the Authorized User.

1. Authorized User Confidentiality Agreement For ACCEL Systems (Attachment A)
2. Confidentiality of Patient Information Policy (Attachment B)
3. ACCEL System User Set Up Application (Attachment C)



Attachment A

**AUTHORIZED USER CONFIDENTIALITY AGREEMENT
FOR ACCEL SYSTEMS**

I understand that ALL INFORMATION about individual patients or beneficiaries (“patients”) accessed through the ACCEL System and Services, including health and demographic data, and any other information that may identify a patient, is sensitive, protected, and confidential information. I understand that I am receiving access because of (1) my affiliation with a hospital, medical group, or other organization participating in ACCEL; and (2) my agreement to keep such information protected and confidential. I agree that I will not directly or indirectly:

- (1) use information about a patient for any purpose other than a purpose directly associated with my role or activities with my Employer, Contractor, or Participant and ACCEL, or
- (2) disclose or provide access to such information to anyone who is not authorized to receive or have access to it.
- (3) remove patient information from the work premises without authorization.

I further acknowledge that the privacy and security policies and procedures of my Employer, Contractor, or Participant and ACCEL have been explained to me, and I acknowledge receipt of the attached ACCEL Policy on Confidentiality of Patient Information.

I understand that violations of confidentiality may be cause for, among other things, (1) reporting by my Employer, Contractor, or Participant and/or ACCEL to appropriate authorities, (2) disciplinary action or termination with my Employer, Contractor, or Participant and/or ACCEL, (3) reduction or termination of access to patient information, (4) personal liability for damages, and/or (5) civil or criminal fines and prosecution.¹ If I have any questions, I will ask the Privacy Officer for my Employer, Contractor, or Participant.

I understand that I must report any breaches of confidentiality, whether inadvertent or intentional, whether by me or someone else, to the Privacy Officer for my Employer, Contractor, or Participant to help mitigate any problems caused by such breach

Name: _____
(please print)

Signed: _____

Date: _____

Notes by Participant: _____

¹ HIPAA criminal penalties include up to \$250,000 in fines and 10 years imprisonment. Other fines and penalties (e.g., regarding identity theft) may exceed these amounts.



ATTACHMENT B

TITLE: Confidentiality of Patient Information Policy

Category: Privacy and Security	
Original Effective Date: 12/10/07 Revision Date: September, 2010	Review Date: November, 2008

PURPOSE:

This Policy applies to all Participants and their authorized users, as well as to employees and agents (e.g., contractors, trainees, volunteers) of ACCEL that receive access to ACCEL systems and services containing health and other identifying information about individual patients or beneficiaries (“patients”). Each person receiving access to the ACCEL systems and services is referred to below as a “User,” and collectively as “Users”. If a User receives access because of his or her affiliation with a hospital, medical group, or other organization participating in ACCEL, such organization is his or her “Participant.”

Users deal with highly confidential information concerning patients made available through ACCEL. Repeated exposure to such information may lead to a decreased sensitivity to the need to protect patient privacy and to avoid unauthorized disclosures. This policy statement serves as a reminder to all Users that patient-identifying information is generally to be maintained in confidence and not disclosed.

POLICY

It is the policy of ACCEL and its Participants to maintain the privacy and the confidentiality of patient information. All Authorized Users are expected to act at all times in compliance with this Policy, during both working and non-working hours. Violations of confidentiality may be cause for (1) reporting by the Participant and/or ACCEL to appropriate authorities, (2) alteration or termination of User’s relationship with Participant and/or ACCEL, (3) reduction or termination of access to information about patients, (4) personal liability for damages, and/or (5) fines or imprisonment under federal and state laws protecting the confidentiality of patient information.¹ If you have any questions, you should direct them to the Privacy Officer for your Participant or ACCEL.

What information is covered

Any information implicitly or explicitly identifying any individual as a patient or beneficiary is confidential. This includes not only medical records, diagnoses, and treatment information, but also the very identity of a person as a patient. All forms of communication are included (oral, written, and electronic).

When disclosure may be made

Patient-identifying information must not be disclosed except in accordance with Participant’s and ACCEL’s privacy and security policies and procedures. If you have questions, ask the Privacy Officer for your Participant or ACCEL.

Precaution

Patient identified information from ACCEL Systems cannot be transmitted via email.

¹ Penalties under HIPAA go up to \$250,000 in fines and jail time of 10 years. Other fines and penalties (e.g., regarding identity theft) may exceed these amounts

EXHIBIT 2

Attachment C

Following page

ACCEL System User Set Up Application

EXHIBIT 2



ACCEL Systems User Set Up Application

ALL FIELDS MUST BE COMPLETED BEFORE SUBMISSION

*Date: _____

*First Name: _____ *MI: _____ *Last Name: _____

*Participant/Agency Name: _____

* Participant/Agency Address: _____

* Participant/Agency User Department: _____

* User Job Title: _____ *Phone/Beeper: _____

*Email Address: _____

My signature below indicates that I have read, accept, and agree to abide by ACCEL’s Confidentiality Statement and Terms of Use Documents.

Signature: _____ Date: _____

*****This request must be authorized by the designated Participant Data Custodian.

My signature below indicates that this individual requires access to the ACCEL System with the specified security level indicated in order to fulfill their job responsibilities.

Security Level granted: _____ Date: _____

Data Custodian’s Signature: _____

Data Custodian name (print): _____

Data Custodian’s Participant name and address: _____

Data Custodian’s email address: _____

Data Custodian’s phone number: _____

- Please submit this form:
1. via fax: 530-626-4277
2. via email to: ACCELQA@gmail.com



TITLE: User Access Policy

Category: Other	
Original Effective Date: 12/10/07 Revision Date: September, 2010	Review Date: November, 2008

ACCEL and its Participants will implement a reliable means to manage the granting of, changes to and termination of access privileges for Authorized Users to the data contained in the ACCEL System (also known as the iREACH application) which supports the Care Pathways Program (CPP).

A. Authorizing and Requesting Access

Access and termination of access to the ACCEL System by Authorized Users for each Participant will be managed by a formal requesting process.

1. The Care Pathways Program (CPP) will provide the appropriate request forms for an individual to become an Authorized User. As described in the User Set Up Policy, these forms are:
 - Authorized User Confidentiality Agreement for ACCEL Systems
 - Confidentiality of Patient Information Policy
 - ACCEL System User Set Up Application

2. The Participant is responsible for determining the appropriateness of the access request and for recommending the security level of each person requesting to become an Authorized User to the ACCEL System.
 - a. Each Participant must designate a Data Custodian who can authorize individuals affiliated with the Participant to submit an application to become an Authorized User of the ACCEL System.
 - *ACCEL Participants with three or more Authorized Users to the ACCEL System must identify their own Data Custodian.*
 - *The CPP will serve as the Data Custodian for ACCEL Participants with 2 or less Authorized Users.*

 - b. Each Participant will authorize access to the ACCEL System only to workforce members, agents, and contractors who have a legitimate and appropriate need to use the ACCEL System and/or release or obtain information through the CPP.

 - c. The Data Custodian will consult with the CPP to finalize the security access level of an Authorized User.

3. Each Participant's Data Custodian will ensure that the Authorized User has completed the user set up forms prior to receiving access to the ACCEL System. (See User Set Up Policy).
 - The Data Custodian will email or fax the user set up forms to both the Care Pathways Program (CPP) Manager who will share the information and work with the and the ACCEL IT PM to provide user access.

EXHIBIT 2

- Forms can be scanned and sent electronically to the Care Pathways Program via AccelQA@gmail.com.
- Forms can also be faxed to the CPP Manager at (530) 626-4277.
- The ACCEL IT PM is responsible for providing each Participant Authorized User a user identification and temporary password to access the ACCEL System.
- The Data Custodian will retain originals of the user set up forms.

B. Changes to Authorized User Status including Access Removal

Any changes to the status of an Authorized User (termination, increase or decrease insecurity level) must be communicated immediately by the Participant's Data Custodian to the CPP Manager via email to ACCELQA@gmail.com. The CPP Manager, working with the ACCEL IT PM, is responsible for updating the ACCEL System as soon as possible to facilitate appropriate access and/or ensure data privacy and security to the ACCEL System.

In the case of Authorized User termination to the ACCEL System, each Participant Data Custodian is responsible for taking such actions as are within its systems and control with respect to such formerly authorized user to suspend, inactive, or terminate the individual's access to ACCEL.

ACCEL may remove an Authorized User's or Participant's access to the ACCEL System as it deems necessary in its sole discretion. Each Participant may request a review of such removal by ACCEL's Steering Committee.

C. Maintenance of Authorized Users List

Each Participant's Data Custodian will be responsible for maintaining a current and valid list containing the names of a) its Data Custodian(s); and b) their associated Authorized Users including current security levels and any previous changes to security levels including dates.

The Care Pathways Program (CPP) will also keep a list of current and valid names of Participant Data Custodians, their associated Authorized Users, current security levels and any previous changes to security levels including dates.

On a quarterly basis, the CPP Manager will initiate a systematic check of all current Authorized Users. The CPP Manager will send the CPP list to Participant Data Custodians who will determine congruence of the CPP list of Authorized Users with their facility's list. Authorized User updates will be sent back to the CPP Manager within an agreed timeframe via email. The CPP Manager will share the updated copy with the Participant Data Custodian and the Marshall Medical Center IS Department.

D. Physical Security of the ACCEL System

Barton Healthcare is responsible for the physical safety and security of the ACCEL System until December 31, 2010. Marshall Medical Center is responsible for the physical safety and security of the ACCEL System effective January, 2011. The ACCEL System consists of InfoCom's iREACH

EXHIBIT 2

application servers and all its supporting hardware and infrastructure components. Policies and procedures pertaining to the physical security of the ACCEL System will be reviewed annually.

E. Discipline for Non-Compliance

Each Participant will implement procedures to discipline and hold Authorized Users accountable for ensuring that they do not use, disclose, or request health information except as permitted by ACCEL Policies and Procedures. Such discipline measures may include, but are not limited to, retraining where appropriate, verbal and written warnings, demotion, and termination.

EXHIBIT 2



TITLE: Unique User Identification and Password Management Policy

Category: Other	
Original Effective Date: 1/09/08 Revision Date: September, 2010	Review Date: September, 2009

Unique User Identification

ACCEL and Participant Authorized Users will be identified and tracked for the purpose of access control to the ACCEL System also known as the iREACH application which supports the Care Pathways Program (CPP).

- Any ACCEL and/or Participant Authorized User that requires access to the ACCEL System or transmits, receives, or stores ACCEL system clinical information also referred to as electronically protected health information or EPHI shall be provided with a user code and temporary password.
- Once Authorized Users receive their temporary passwords, they are responsible for changing their temporary password to a unique password as quickly as possible.
- It is the responsibility of Participant Authorized Users to ensure that their assigned user code and password are appropriately protected from use by other workforce members and only used for legitimate access to the ACCEL System.
- If an Authorized User believes their user code and/or password has been compromised, they must report the security incident to their Data Custodian.
 - The Participant's Data Custodian will notify the Care Pathway Program (CPP) Manager via email @ ACCELOA@gmail.com.
 - The compromised user code and/or password will be turned off as quickly as possible by the CPP Manager or the ACCEL IT PM.
 - The CPP Manager or the ACCEL IT PM will send a new temporary password directly to the user who will immediately change it.

Password Structure

To ensure that passwords created to access the ACCEL System are properly safeguarded and to ensure that ACCEL and Participants' Authorized Users are made aware of all password related policies, the following shall be followed:

- ACCEL System passwords will be changed at least once every six months (except system-level passwords which must be changed quarterly). The recommended change interval is every four months.
- Passwords will be a minimum of six characters in length and includes at least one upper case letter and one number.
- Passwords must not include easily guessed information such as personal information, names, pets, birthdates, etc.

EXHIBIT 2

Use and Protection of ACCEL Unique Identification Code(s) and Password(s)

Participant's Authorized Users are responsible for the proper use and protection of their ACCEL unique identification code and password and must adhere to the following guidelines:

- ACCEL unique identification code(s) and password(s) are only to be used for legitimate access to the ACCEL System.
- The Authorized User's ACCEL identification code and password must not be disclosed to other workforce members or individuals.
- ACCEL Authorized Users must not allow other workforce members or individuals to use their ACCEL identification code and password.
- ACCEL identification codes and passwords must not be written down, posted, or exposed in an insecure manner such as on a notepad or posted on the workstation.

Accountability for Non-Compliance

Each Participant will implement procedures to hold workforce members, agents, and contractors accountable for ensuring that they do not use, disclose, or request clinical information or EPHI except as permitted by ACCEL Policies and Procedures. Such measures may include, but are not limited to, retraining where appropriate, verbal and written warnings, demotion, and termination.



TITLE: Support Model Policy

Category: Technology	
Original Effective Date: December, 2007	Review Date: December, 2008
Revision Date: December, 2010	

This policy and procedure describes the technical support process for Authorized Users of the ACCEL System also known as the iREACH application which supports the Care Pathways Program (CPP).

Responsibility of Participants

It is the responsibility of ACCEL Participants to provide and identify IT resource(s) who(m) will be the first contact to the Participant's Authorized Users for potential IT issues.

Process

- The Participant's Authorized User will contact their designated/internal IT resource(s) first to assess their issue.
 - Participant's designated IT resource(s) will determine if the issue(s) experienced are related to the Participant's IT infrastructure and/or general internet issues or if it seems to be an issue related to the iREACH application.
 - Note: If the issue is related to resetting passwords, the Authorized User will contact the CPP Manager @ ACCELQA@gmail.com or the [Marshall Memorial Center IS Help Desk](#).
- If the issue seems to be related to the iREACH application (ie occurs within the iREACH application once the user has logged in or attempted to log in), the Participant's Authorized User or the designated IT resource shall contact the [Marshall Medical Center IS Help Desk](#) by phone at [TBD](#) or via email @ [TBD](#).
- The Marshall Medical Center IS Help Desk is responsible for keeping track of the issue, determining next steps including working with Care Pathways Program Manager, the ACCEL IT PM, InfoCom, and documenting ongoing progress and/or resolution.
- Target response and resolution times by the Marshall Medical Center IS Help Desk are:

Support model process metric	Definition	Target
Response time	The time between problem identification and the time it takes for the IS Help Desk to take action such as callback.	Same business day
Resolution Time	The time required to identify, diagnose, restore, and have permanent resolution to the problem.	Depends on issue severity & content

Ongoing Process Improvement

The Marshall Medical Center IS Help Desk and the Care Pathways Program (CPP) Manager will meet on an as needed basis to review and analyze issues logged, their resolution (if any), support model process metrics, and to address the following:

EXHIBIT 2

- a) The effectiveness of the support model and any process improvement needed such as issues escalation, when to call the vendor versus when issues need to be managed locally, etc.
- b) Recurring or unresolved issues and potential interventions
- c) Any system changes made to the ACCEL System by Marshall Medical Center IS Staff
- d) New development/requests made to Marshall Medical Center IS Staff including functionality not currently in system that will need further ACCEL CPP approval for development

The ACCEL Program will report findings to the ACCEL Steering Committee, as needed.

EXHIBIT 2



TITLE: Security Awareness and Training Policy

Category: Technology	
Original Effective Date: 3-12-08 Revision Date: September, 2010	Review Date:

ACCEL and its Participants will implement a security awareness and training program for all Authorized Users.

1. Participant's Data Custodian(s) are responsible for ensuring that ACCEL Authorized Users who access, receive, transmit or otherwise use clinical information also referred to as electronically protected health information or EPHI are trained on ACCEL Systems and associated HIPAA and ACCEL privacy and security policies. Training shall be performed with all first time ACCEL Authorized Users and on a periodic basis thereafter. Appropriate training will consist of, but not limited to:
 - Security policies
 - Sanction policy
 - User policies
 - Confidentiality, integrity and availability
 - Individual security responsibilities
 - Common security threats and vulnerabilities
 - Incident response and reporting procedures

More detailed policies and procedures training will be required of Marshall Medical Center IS staff.

2. Participants shall maintain formal documentation of the current level of ACCEL specific policies and procedures education for each of its Authorized Users.

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Security Awareness and training Policy 4

**TITLE: Risk Analysis Policy**

Category: Technology	
Original Effective Date: 3-12-08 Revision date: September, 2010	Review Date: February 2008

ACCEL and Marshall Medical Center will conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the ACCEL Systems prior to implementation and on a periodic basis thereafter.

As part of this assessment, ACCEL also expects each Participant to be responsible for performing a risk analysis prior to ACCEL implementation and on a periodic basis thereafter which includes:

- how Participant's existing systems interact with the ACCEL system(s)
- how Participant's existing policies and procedures support the privacy and security objectives of the ACCEL system(s)

1. Policy & Procedures Review

Policies and procedures will be evaluated on the basis of industry standards, HIPAA Regulations, and the security objectives of ACCEL. When reviewing existing policies, ACCEL and Participant will assess their comprehensiveness, identify specific strengths and weaknesses, and evaluate for HIPAA compliance.

At their discretion, ACCEL and Marshall Medical Center may request to review Participant policies and procedures and outcomes of their assessments including risk mitigation approaches/actions.

2. Internal Vulnerability

The internal vulnerability analysis to identify risks and vulnerabilities from within the network, as well as to assess compliance with industry standards, HIPAA regulations and guidelines, and ACCEL security policies, will be conducted using automated tools (where available) as well as direct, hands-on techniques, or observation where appropriate. The vulnerability analysis will be performed for ACCEL system(s) identified as critical by the Participant's HIPAA Security Officer and the Marshall Medical Center IS Director. Note: Each participant's HIPAA security and privacy officers have responsibility to ensure their organization's policies and procedures support ACCEL).

The internal vulnerability analysis should include:

- a) Review of current network operating system security configurations including password and file access rights and an analysis of virus protection configurations and products for the ACCEL servers to ensure that acceptable anti-virus software is installed, properly updated, and maintained.
- b) ACCEL Systems will be identified and logged into a common catalogue with the appropriate level of file, system, and owner information. This information will be reviewed and updated, as necessary, on a periodic basis. As of January, 2008, the ACCEL system(s) in place to be catalogued are:
 - Repository Name:
 - Custodian Name:

EXHIBIT 2

- Custodian Contact Information:
 - System Name:
 - System Location:
 - System Manager:
 - System Manager Contact Information:
 - Phone:
 - e-mail:
3. Physical Security - The physical security analysis consists of an inspection and analysis of external conditions, windows and doors, alarm systems, mainframe/computer room security, surveillance systems, contract services (courier, janitorial, etc.), media storage, security administration, and limited review of contingency planning for the physical protection and disaster recovery of the facility as well as clinical information also referred to as electronically protected health information or EPHI in storage.
4. Marshall Medical Center will perform two basic types of information security risk analysis: baseline risk analysis and periodic risk.
- Baseline Risk Analysis will be conducted when establishing and implementing information security policies and procedures. This analysis will provide information required in the design and deployment of security applications, implementation strategies, and configuration of security devices and applications as well as a baseline for measuring the effectiveness of the information security program.

Baseline Risk analysis will be performed by qualified independent Information Systems security professionals, or qualified internal staff, independent of those who configure or maintain the systems, experienced in information system risk analysis, and will include: Policy & Procedures Review, Internal Vulnerability Assessment, External Vulnerability Assessment, and Physical Security Assessment.
 - Periodic Risk analysis will be performed in compliance with the policy of the ACCEL and Marshall Medical Center regarding risk analysis. The periodic risk analysis may be performed by contracted information security professionals or qualified IT staff. The analysis will always be conducted under the direction of a certified systems engineer, experienced in information system risk analysis and may consist of Policy & Procedures Review, Internal Vulnerability Assessment, External Vulnerability Assessment, and Physical Security Assessment.

EXHIBIT 2



TITLE: Protection from Malicious Software Policy

Category: Technology	
Original Effective Date: March, 2008 Revision date: September, 2010	Review Date: February, 2008

ACCEL and its Participants shall develop and implement procedures for guarding against, detecting, correcting and reporting to the appropriate person(s) new and potential threats from malicious code such as viruses, worms, denial of service attacks, or any other computer program or code designed to interfere with the normal operation of a system or its contents and procedures.

EXHIBIT 2



TITLE: Media Re-Use Disposal Policy

Category: Technology	
Original Effective Date: 3-12-08 Revision Date: September, 2010	Review Date: February, 2008

Marshall Medical Center will implement the following procedures for removal of clinical information also referred to as electronically protected health information or EPHI from electronic media before the media are made available for re-use.

- Prior to making storage devices and removable media available for reuse, care will be taken to ensure that the device or media does not contain clinical information or EPHI.
- If the device or media contains clinical information or EPHI that is not required or needed, and is not a unique copy, a data destruction tool may be used to destroy the data on the device or media prior to reuse. A typical reformat will not be performed since it does not overwrite the data.
- If using removable media for the purpose of system backups and disaster recovery and the aforementioned removable media is stored and transported in a secured environment, the use of a data destruction tool between uses is not necessary.

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TITLE: Information System Activity Review, Audit, and Reporting Policy

Category: Technology	
Original Effective Date: 3-12-08 Revision Date: September, 2010	Review Date: February, 2008

Information System Activity Review

The Care Pathways Program Manager and the Marshall Medical Center IS Director will implement procedures to monitor and regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.

1. Marshall Medical Center IS staff will monitor system and security logs on a periodic basis. Special focus will be given to the ACCEL System firewall and server audit logs, access reports, and security incident tracking reports.
 - The IS Department staff will regularly review records of system activity at an interval that does not exceed, but may be less than, 90 days. The internal audit procedure will utilize audit logs, activity reports, or other mechanisms to document and manage system activity on the ACCEL System.
2. ACCEL's Care Pathways Program (CPP) Manager will monitor user activity within various pathways.
 - *Due to the sensitivity of mental health information, the CPP Manager will perform a random check for appropriate user access and activity in the Pediatric Mental Health Consults pathway on a frequent basis .*
 - *In addition to the Pediatric Mental Health Pathway, the CPP Manager will select one pathway periodically on a rotating basis and perform random checks for appropriate user access and activity.*
3. Security incidents such as activity exceptions and unauthorized access attempts will be detected, logged and reported immediately to the appropriate system management, security, Participant Data Custodians, and privacy officers.

Audit Reporting Available to Participants

Audit log information will be provided to Participants by ACCEL and the CPP Manager as requested. Audit log information may include user ID, screen ID, IP address, patient identification data, and activity in the session (what data was viewed – when/where applicable).

ACCEL will follow retain audit log data for six years which is per federal guidelines/HIPAA.

Each Participant can request assistance from ACCEL and the CPP Manager for additional detail that may not be included in the standard audit log information. Additional ad hoc reports may be requested from ACCEL and the CPP, e.g. repeated unsuccessful log in attempts report. The CPP Manager may be reached via email at ACCELQA@gmail.com

EXHIBIT 2

Information Activity Incident Reporting

- A. The Marshall Medical Center IS Director and the Care Pathways Program Manager will confer on information activity incidents and make decisions on next steps. Depending on the severity of the incident, the following steps may be taken:
1. The security incident may be reported to the Participant Data Custodian and/or the Participant's Privacy Officer.
 2. If the Participant's Data Custodian and/or Privacy Officer cannot be reached, the user's ability to access the ACCEL System will be removed immediately by the CPP Manager or the ACCEL IT PM.
 3. The user, the Participant's Data Custodian and/or Privacy Officer will be notified via email of system access removal.
 4. The Participant will investigate the security incident, develop recommendations for next steps, and report back outcomes to the IS Director and the Care Pathways Program Manager.
- B. Security incidents and their outcomes will be reported to the ACCEL Steering Committee who will determine any further actions as needed.

**TITLE: Firewall Use Policy**

Category: Technology	
Original Effective Date: 3-12-08 Revision date: September, 2010	Review Date: February, 2008

Due to ACCEL Systems' required connection and access to the public Internet, it is essential that a strong perimeter firewall exists that sufficiently separates the internal private LAN/WAN of ACCEL systems and the public Internet. Marshall Medical Center, as the technology support center for ACCEL, will utilize firewall technology, as appropriate to protect information systems and clinical information also referred to as electronically protected health information or EPHI.

Firewall technology utilized by Marshall Medical Center to protect ACCEL System(s) have the following characteristics:

1. Allow for filtering of communication protocols based on complex rule sets.
2. Provide extensive logging of traffic passed and blocked.
3. All inbound and outbound traffic to the public Internet from the ACCEL systems' LAN/WAN must pass through the firewall.
4. It is sufficiently hardened to resist internal and external attacks.
5. Fails closed and deny all traffic once closed.
6. Does not disclose the internal nature, names, or addressing of the ACCEL systems' LAN/WAN.

Firewall Physical Location

Firewall components are located in secured areas within Marshall Medical Center's IS Department to which only authorized Marshall Medical Center IS staff have appropriate access. Only Marshall Medical Center IS Staff may use the direct connection ports on Firewall components. Marshall Medical Center IS staff is responsible for maintaining an accurate inventory of the Firewall components.

Authorization

Authorization to access Firewall components is restricted to Marshall Medical Center IS personnel with administrative responsibilities. Marshall Medical Center IS management approves administrative authorization based on job responsibilities.

All data traveling between the LAN/WAN and External Networks must pass through the ACCEL Systems Firewall. Modems are the only devices that may communicate with an External Network without passing data through the Firewall. Modem usage is extremely restricted.

Access to external resources located on External Networks may require modification to the Firewall components. When this type of access is required, Authorized Users requiring access to such resources must have an approved business need as approved by Marshall Medical Center IS management.

Change Management

EXHIBIT 2

Only authorized Marshall Medical Center IS staff will perform the following tasks related to Firewall components:

- Install, upgrade and remove
- Install software and relevant patches and fixes
- Perform hardware maintenance
- Maintain administrator user ids
- Implement appropriate firewall rule changes

Marshall Medical Center will formally document and maintain Firewall component configurations. Marshall Medical Center will store backups of configuration files.

Monitoring

Marshall Medical Center IS staff will evaluate Firewall software upgrades, patches and fixes on a regular basis. If an upgrade/patch/fix is available, Marshall Medical Center IS staff will determine if it is applicable to the ACCEL Systems environment. Authorized Marshall Medical Center IS staff will review and approve each upgrade/patch/fix prior to installation. Marshall Medical Center IS staff will install necessary security-related upgrades/patches/fixes in a timely manner.

Authorized Marshall Medical Center IS staff will monitor Firewall component logs for performance, security and operational events.

EXHIBIT 2



TITLE: Disaster Recovery Policy

Category: Technology	
Original Effective Date: 1/09/08 Revision Date: September, 2010	Review Date: December, 2007

To ensure ACCEL servers can recover from the loss of data due to an emergency or disaster such as fire, vandalism, terrorism, system failure, or natural disaster effecting systems containing clinical information also referred to as electronically protected health information or EPHI, the Marshall Medical Center IS Department will establish and implement a Disaster Recovery Plan to restore or recover any loss of clinical information and the systems needed to make that clinical information or EPHI available in a timely manner.

- 1) The Disaster Recovery Plan should include procedures to restore clinical information or EPHI from data backups in the case of a disaster causing data loss.
- 2) The Disaster Recovery Plan should include procedures to log system outages, failures, and data loss to critical systems, and procedures to train the appropriate personnel to implement the disaster recovery plan.
- 3) The Disaster Recovery Plan must be documented and made available to Participants upon request.
- 4) Participants are responsible for developing and documenting their back up plan for connecting to ACCEL System(s) should their own internal systems not be available.
- 5) The disaster recovery procedures outlined in the Disaster Recovery Plan must be tested on a periodic basis to ensure that clinical information or EPHI and the systems needed to make said clinical information or EPHI available can be restored or recovered.

In the event of disaster in which ACCEL server(s) are unavailable, the Care Pathways Program will be completed via manual processes. Manual processes will be utilized until availability of the ACCEL System(s) aka the iREACH system by InfoCOM is restored.



TITLE: Data Transmission Security Policy

Category: Technology	
Original Effective Date: 1/09/08 Revision Date: September, 2010	Review Date: December, 2007

To guard against unauthorized access to or modification of clinical information also referred to as electronically protected health information or EPHI that is being transmitted from ACCEL System(s) network, the following procedures must be implemented:

- All transmissions of clinical information or EPHI from ACCEL System(s) to an external network must utilize a password protected or encryption mechanism between the sending and receiving entities or the file, document, or folder containing said clinical information or EPHI must be protected with the appropriate encryption mechanism.
- All transmissions of clinical information or EPHI from ACCEL’s network to an external network should include only the minimum amount of PHI.
- All encryption mechanisms implemented to comply with this policy must support a minimum of, but not limited to, 128-bit encryption.
- When transmitting clinical information or EPHI, regardless of the transmission system being used, Authorized Users must take reasonable precautions to ensure that the receiving party is who they claim to be and has a legitimate need for the clinical information or EPHI requested.

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EXHIBIT 2



TITLE: Data Custodian Roles and Responsibilities Policy

Category: Other	
Original Effective Date: 1/09/08	Review Date: December, 2007
Revision Date: September, 2010	

The Participant Data Custodian performs a critical link between the Participant, its Authorized Users, the Care Pathways Program (CPP), the Marshall Medical Center IS Help Desk, and ACCEL.

The Data Custodian has the following roles and responsibilities:

1. Manage the User Set Up process according to the User Set Up policy:
 - Review with and assist the requesting user in filling out the Authorized User Confidentiality Agreement and the Confidentiality of Patient Information Policy.
 - Confirm that the Requesting User has a legitimate affiliation with the Participant (employee or agent ie contractor, trainees, and volunteers) whose responsibilities require access to ACCEL System(s) and the security level requested is appropriate given the Requesting User's responsibilities.
 - Discuss with the CPP Manager the Requesting User's recommended security level and together with the CPP Manager finalize the security level.
 - Transmit the User Set Up Application forms to the CPP Manager.
 - Forms can be scanned and sent electronically to the CPP Manager via AccelQA@gmail.com.
 - Forms can also be faxed to the CPP Manager at (530) 626-4277.
 - Retain originals of the ACCEL User Set Up Application and the Signed Authorized User Confidentiality Agreement
2. Manage User Access according to the policy:
 - Maintain a current master list of all Data Custodians and Authorized Users (active and inactive) for their Agency and associated identification codes.
 - Validate the Participant's master list with the CPP Manager on a quarterly basis as described in Section C of The User Access policy.
 - Notify the CPP Manager for any status changes of Participant's Authorized Users
 - Oversee that active Authorized Users are using patient information obtained from ACCEL and the Care Pathways Program appropriately and within ACCEL's policies and procedures.

EXHIBIT 2

- Depending on the assessment of the CPP Manager, the Marshall Medical Center IS Help Desk and/or the Marshall Medical Center IS Director, the Data Custodian may be the first line of contact for ACCEL System issues.
- Receive reports of potential compromise of passwords from Participant's Authorized Users, investigate as needed, and report outcomes to the CPP Manager.
- Ensure that Authorized users receive appropriate training on ACCEL's Care Pathways Program, the use of the iREACH application, and associated privacy and security policies.

**TITLE: Confidentiality of Patient Information Policy**

Category: Other	
Original Effective Date: 12/10/07 Revision Date: September, 2010	Review Date: November, 2008

PURPOSE:

This Policy applies to all Participants and their authorized users, as well as to employees and agents (e.g., contractors, trainees, volunteers) of ACCEL that receive access to ACCEL System(s) and services containing health and other identifying information about individual patients or beneficiaries ("patients"). Each person receiving access to the ACCEL systems and services is referred to below as a "User," and collectively as "Users". If a User receives access because of his or her affiliation with a hospital, medical group, or other organization participating in ACCEL, such organization is his or her "Participant."

Users deal with highly confidential information concerning patients made available through ACCEL. Repeated exposure to such information may lead to a decreased sensitivity to the need to protect patient privacy and to avoid unauthorized disclosures. This policy statement serves as a reminder to all Users that patient-identifying information is generally to be maintained in confidence and not disclosed.

POLICY

It is the policy of ACCEL and its Participants to maintain the privacy and the confidentiality of patient information. All Authorized Users are expected to act at all times in compliance with this Policy, during both working and non-working hours. Violations of confidentiality may be cause for (1) reporting by the Participant and/or ACCEL to appropriate authorities, (2) alteration or termination of User's relationship with Participant and/or ACCEL, (3) reduction or termination of access to information about patients, (4) personal liability for damages, and/or (5) fines or imprisonment under federal and state laws protecting the confidentiality of patient information.¹ If you have any questions, you should direct them to the Privacy Officer for your Participant or ACCEL.

What information is covered

Any information implicitly or explicitly identifying any individual as a patient or beneficiary is confidential. This includes not only medical records, diagnoses, and treatment information, but also the very identity of a person as a patient. All forms of communication are included (oral, written, and electronic).

When disclosure may be made

Patient-identifying information must not be disclosed except in accordance with Participant's and ACCEL's privacy and security policies and procedures. If you have questions, ask the Privacy Officer for your Participant or ACCEL.

Precaution

Patient identified information from ACCEL Systems cannot be transmitted via email.

¹ Penalties under HIPAA go up to \$250,000 in fines and jail time of 10 years. Other fines and penalties (e.g., regarding identity theft) may exceed these amounts

EXHIBIT 2



TITLE: Automatic Log Off Policy

Category: Technology	
Original Effective Date: December, 2007 Revision Date: September, 2010	Review Date: November, 2008

ACCEL Systems are configured to log off after 15 minutes of inactivity to ensure that access, transmission, receipt and storage of clinical information is appropriately controlled.

The Participant is responsible for having the appropriate policies and procedures in place to train and remind their ACCEL Authorized Users to activate their system's automatic logoff mechanism whenever they leave their workstation or other computer system attended while connected to the ACCEL System.