



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: February 2, 2016

Subject: Agreements with Healtheway, Inc.

**RECOMMENDATION(S):**

1. RATIFY the Health Services Director's execution, on behalf of Contra Costa County, of the following agreements:
  - a. The "Joinder Agreement" to the "Data Use and Reciprocal Support Agreement" (DURSA) dated September 30, 2014, to participate in the eHealth Exchange among the United States and non-federal entities; and
  - b. The "Participation Agreement for the eHealth Exchange," and the "eHealth Exchange Participant Testing Services Agreement," each between the County and Healtheway, Inc., to participate in the Exchange.
2. AUTHORIZE the Health Services Director, or his designee, to execute, on behalf of the County, the "Entrust Managed Services Subscriber Agreement" between the County and Entrust, Inc., an agent of Healtheway, Inc., and to complete and submit the "Entrust Managed Services Subscriber Identity Verification."

**FISCAL IMPACT:**

To participate in the eHealth Exchange during the period from December 1, 2015, through November 30, 2016, the County will pay a testing fee of \$11,000, an annual support and

☒ APPROVE
 ☐ OTHER  
☒ RECOMMENDATION OF CNTY ADMINISTRATOR
 ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Mary N. Piepho, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 2, 2016

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: David Runt, 313-6228

cc: T Scott, M Wilhelm, Brian Schroder

maintenance fee of \$19,900, and other associated fees estimated to be approximately \$10,000.

## BACKGROUND:

The eHealth exchange (the “Exchange”) is a network of agencies (federal and non-federal) that came together to improve patient care, streamline disability benefits claims, and improve public health reporting through a secure, trusted, and interoperable health information exchange via the Internet. By leveraging a common set of standards, specifications, legal agreements, and governance, Exchange participants are able to securely share health information with each other without additional customization and one-off legal agreements. At this time, the Exchange connects all 50 states, four federal agencies (the Department of Defense, the Department of Veterans Affairs, the Department of Health and Human Services, including the Center for Medicare Services, and the Social Security Administration), 40% of US hospitals, 13,000 medical groups, 3,400 dialysis centers, and 8,300 pharmacies nationwide. Participation in the Exchange allows the County to securely share clinical information with other clinical providers who are members of the Exchange.

The Exchange exists and is administered under a “Data Use and Reciprocal Support Agreement” (“DURSA”), which identifies certain obligations of Exchange participants, and ensures Exchange transactions will be done in accordance with federal laws, including patient privacy laws. To participate in the Exchange, each participant must execute a “Joinder Agreement” to the DURSA.

Oversight of the Exchange is the responsibility of a Coordinating Committee formed under the DURSA. The Coordinating Committee engaged Healthway, Inc., to provide support services for the Exchange. Healthway provides those services to participants under the terms of a “Participation Agreement for the eHealth Exchange” (“Participation Agreement”). To participate in the Exchange, a participant that has executed a Joinder Agreement to the DURSA also must execute the Participation Agreement with Healthway.

To authorize Healthway to test County systems to ensure the County is compliant with the Exchange standards, the County must execute an “eHealth Exchange Participant Testing Services Agreement” (“Testing Agreement”). The Testing Agreement includes a limitation of liability, which provides that neither party to the agreement is liable for damages except those arising from a breach of the confidentiality provisions of the agreement; and claims for those damages must be brought within one year after the accrual of a cause of action.

To participate in the Exchange, the County will need to apply for subscriber identification. Entrust, Inc., has been retained to issue such identification to Exchange participants. To obtain the identification, an “Entrust Managed Services Subscriber Agreement” (“Entrust Agreement”) must be executed, and an “Entrust Managed Services Subscriber Identity Verification” (“Subscriber ID”) must be submitted. Under the Entrust Agreement, the County agrees to waive all of Entrust, Inc.’s liability related to the County’s use of the identification issued by Entrust, Inc.

The DURSA, Participation Agreement, and Testing Agreement have been executed, on behalf of the County, by the Health Services Director. At this time, it is recommended that

the Board of Supervisors ratify the Health Services Director's execution of the DURSA, Participation Agreement, and Testing Agreement. It also is recommended that the Board of Supervisors authorize the Health Services Director, or his designee, to execute, on behalf of the County, the Entrust Agreement, and to complete and submit the Subscriber ID. Under the Participation Agreement and Testing Agreement, the County is required to pay Healtheway a testing fee of \$11,000, an annual support and maintenance fee of \$19,900, and other fees estimated to be less than \$10,000 annually. Payment of said fees ensures that the County will continue to be a participant in the Exchange.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not be able to participate in the eHealth Exchange with other agencies.

CHILDREN'S IMPACT STATEMENT:

Not applicable.