



O-HITEC MEMBERSHIP AGREEMENT

_____, also referred to as the “Practice” acknowledges it is joining O-HITEC on behalf of its member providers, in order for each member provider to receive the services offered by O-HITEC in its capacity as Oregon’s Regional Extension Center for Health Information Technology, and agrees on behalf of each member provider to abide by the terms and conditions of O-HITEC membership.

BACKGROUND

O-HITEC is designated as Oregon’s Regional Extension Center for Health Information Technology by the U.S. Department of Health and Human Services, Office of the National coordinator for Health Information Technology. O-HITEC is charged with offering technical assistance, guidance, and information on best practices to support and accelerate health care providers’ efforts to become meaningful users of Electronic Health Records.

O-HITEC is required to officially enroll Eligible Professionals, referred to as “EPs,” as members of O-HITEC and document those EPs’ progress in reaching three milestones.

- A. Milestone 1 is the signing of a membership agreement with O-HITEC and the completion of the O-HITEC Practice Workbook (“Milestone 1”).
- B. Milestone 2 requires the EP, or a representative authorized to represent EP, attest to all three of the following requirements (“Milestone 2”):
 - 1. The EP has achieved “go live” status on an EHR, with the date of go live status and EHR system name and version recorded;
 - 2. The EP has the technological capability to perform quality reporting, as defined by the Centers for Medicare and Medicaid Services and the State of Oregon; and
 - 3. The EP is performing e-prescribing transmission. e-Prescribing is defined as the transmission, using electronic media, of prescription or prescription-related information between a prescriber, dispenser, pharmacy benefit manager, or health plan, either directly or through an intermediary, including an e-prescribing network. e-Prescribing includes, but is not limited to, one-way transmission between the point of care and the dispenser.

- C. Milestone 3 requires the EP, or a representative authorized to represent EP, attest that Meaningful Use, as defined by CMS has been achieved (“Milestone 3”).

TERMS AND CONDITIONS OF MEMBERSHIP

Membership entitles the Practice to the following O-HITEC services:

Ten (10) hours of consulting time for:

- EHR vendor selection and installation assistance
- Assessment of current status towards meeting Meaningful Use (“MU”) criteria
- Meaningful use evaluation and consulting (includes a final assessment on whether the practice should qualify for Meaningful Use incentives)

Additional benefits:

- Access to discounted HIT consulting rates
- Access to discounted business services including OCHIN’s Group Purchasing Organization
- Other value added products and services as needed by members

The Practice can choose which of the services listed above it wishes to utilize and how to allocate consulting time. O-HITEC makes no guarantee that the Practice will meet Meaningful Use.

Members desiring additional support may upgrade their membership at any time. Upgraded memberships require Practice to sign an Upgrade Agreement.

Membership in O-HITEC demonstrates the Practice’s commitment and agreement to:

- Implement and utilize a certified EHR with the intent to achieve Meaningful Use
- Provide information on progress to O-HITEC in order to assist O-HITEC in completing reporting requirements under its grant
- Execute attestations with respect to reaching Milestones 2 and 3 as appropriate
- Respond to quarterly inquiries by O-HITEC regarding changes to the Practice Workbook submitted as part of Milestone 1
- O-HITEC may disclose to its auditors, ONC and other third parties that Practice is a member of O-HITEC

TERMINATION

This Membership Agreement is valid for one year from the date of signing and will terminate on _____, 2012. Either O-HITEC or the Practice may terminate the Membership Agreement at any time with 30 days written notice.

NOTICES

Notices under this Agreement shall be delivered to:

O-HITEC: Clayton Gillett, O-HITEC Exec. Director, with a copy to Abby Sears, OCHIN CEO

PRACTICE: _____ (Name)

_____ (Title)

MISCELLANEOUS

The Practice agrees that it will hold O-HITEC harmless for any costs, legal fees, judgments, penalties or monetary claims asserted by any governmental entity or third party against O-HITEC or OCHIN due to the Practices or EPs failure to properly and lawfully perform its obligations under this Agreement.

This Agreement shall be governed in accordance with the laws of the State of Oregon.

The O-HITEC services offered under this Agreement can only be assigned to a third party with the prior consent of O-HITEC.

In providing services, O-HITEC may inadvertently acquire or access Personal Health Information (“PHI”). O-HITEC agrees that it will treat PHI, and any other data or information governed by HIPAA, in accordance with its standard Business Associate Agreement language. A copy of this language can be found at www.O-HITEC.org.

The undersigned, as an authorized representative of the Practice named below, hereby executes this Agreement on behalf of the Practice and its Eligible Professionals designated in the submitted O-HITEC Practice Workbook. The Practice has a policy in place authorizing the signatory below to sign as an official representative.

PRACTICE NAME:		OCHIN, INC. on behalf of O-HITEC	
		707 SW Washington St., Suite 1200	
		Portland, OR 97205	
By:		By:	
Printed Name:		Printed Name:	Abby Sears
Title:		Title:	OCHIN Chief Executive Officer
Date:		Date:	