



Oregon Healthcare Quality Reporting System Participating Provider Organization Portal Access Agreement

Oregon Health Care Quality Corporation ("Quality Corp") is the sponsoring organization for the Oregon Healthcare Quality Reporting System ("OHQRS"). The purpose of OHQRS is to improve the quality of health care and treatment of members and patients of the participating health plans and health care providers, respectively (collectively "Data Suppliers") that are willing to merge, aggregate, and analyze their claims, encounter, and clinical data and other information.

OHQRS collects, validates, analyzes, and aggregates data to generate performance measure results to be used for, among other things, the treatment and health care operations of the Data Suppliers. OHQRS supports health care providers including clinics, medical groups, hospitals and other providers with consolidated information about their patients to facilitate treatment decisions and OHQRS performance measures to facilitate quality improvement activities. OHQRS also provides public performance reports and custom analytics of health care quality, resource use, efficiency, effectiveness and cost for Oregon.

The Participating Provider Organization ("Participating Provider Organization") identified below seeks access electronically to health care information about patients under the care of its organization for the purposes of measuring and improving the quality of care and services the organization provides. These monitoring and improvement activities are directly related to the purposes of Health Care Operation and Treatment as defined by HIPAA (45 CFR 164.501).

The Participating Provider Organization may access the OHQRS's secure website portal to access information about patients under the care of the Participating Provider Organization through a secure electronic identity management and authentication control system.

Portal Access: Participating Provider Organization under this Agreement will establish "Delegated Registration Privileges" which gives Participating Provider Organization control of, and responsibility for, confirming the identity of its employees and agents that are authorized to access the OHQRS secure web portal.

The designated administrator for the Participating Provider Organization is:	
Title:	E-mail address:

This Agreement is effective as of _____, 20____ and is subject to

- (a) Adherence to the Participating Provider Organization Terms and Conditions, which are attached as Exhibit A,
- (b) Compliance with applicable U.S. and state laws and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including those adopted pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009 (collectively, HIPAA, its implementing regulations and HITECH shall be referred to herein as "HIPAA").

- (c) Execution of the separate Business Associate Agreement between the Participating Organization and Quality Corp substantially in the form of the attached Exhibit B, and
- (d) Compliance with such additional privacy and security policies and rules of use as Quality Corp may adopt from time to time.

In the event that Participating Provider Organization has previously executed a Participating Medical Group Agreement (the "Prior Agreement"), this Agreement supersedes and replaces the Prior Agreement, which is of no further force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Participating Provider Organization	Oregon Health Care Quality Corporation
Organization:	
Email:	Email: info@q-corp.org
Address:	Address: 520 SW 6 th Ave, Suite 830
City, State, Zip:	City, State, Zip: Portland, Oregon 97204
Phone:	Phone: 503-241-3571
Signed:	Signed:
By:	By:
Title:	Title:
Date:	Date:

Portal Access Agreement

Exhibit A: Participating Provider Organization – Terms and Conditions

1.0 Oregon Healthcare Quality Reporting System (“OHQRS”) Services and Policies.

1.1 The OHQRS system components (the “System”) includes the data and information submitted for the purposes of measuring and monitoring the quality of health care services under OHQRS, the performance measures derived from submitted claims, clinical and related data and information and the hardware, software, telecommunications, websites, and networks used to support the System.

1.2 The OHQRS services (the “Services”) includes providing Participating Provider Organization with access to information about patients under such organization’s care through a security identity management and authentication control system.

1.3. Because the provision of the Services to the Participating Provider Organization involves the transfer of Protected Health Information (“PHI”) between Quality Corp and Participating Provider Organization and may involve the transfer of PHI between the Participating Provider Organization and Quality Corp, Participating Provider Organization and Quality Corp, both as a business associate of Participating Provider Organization and on behalf of those covered entities from whom it receives PHI, shall enter into a separate HIPAA-compliant Reciprocal Business Associate Agreement in substantially the form of attached Exhibit B.

1.4. The scope and use of data and information related to the System and Services are governed by the Fair Information Practices and Data Use Policies approved by the Board of Directors of Quality Corp (the “Board”) that are available on Quality Corp’s website at <http://q-corp.org/quality-reports/providers>. The Board may modify these policies from time to time. Any material modifications which may affect Participating Provider Organization’s obligations hereunder shall be made available to Participating Provider Organization.

1.5. Quality Corp contracts with one (1) or more data services vendors (“Data Services Vendor”) responsible for the operation and provision of the System and Services.

2.0 Use of Services.

2.1 Participating Provider Organization will ensure its use of the System and Services is limited to its authorized subscribers (“Subscribers”) for whom an OHQRS Subscriber Acknowledgement has been properly completed, and that its Subscribers’ use complies with all U.S. and state statutes and regulations, including HIPAA Business Associate Requirements and such additional Quality Corp privacy and security policies, rules and requirements as may be adopted from time to time and made available to Participating Provider Organization.

2.2 The parties will take all reasonable steps to ensure the security and integrity of the OHQRS System, the Services, and individual System IDs, including prevention of unauthorized use of the System or Services, and to prevent the unlawful use or disclosure of PHI, and will immediately advise the other party if it believes the Systems’ security has been compromised in any way, if there are any

System errors, inaccuracies, faults or disruptions, or if the System or Services are being used to or otherwise contribute to unlawful use or disclosure of PHI.

2.3 Participating Provider Organization will instruct all Subscribers on the proper use of the System and Services and the protection of their System IDs.

2.4 Participating Provider Organization will promptly and regularly advise Quality Corp of any change in Subscribers, or related Subscriber information or data.

2.5 Participating Provider Organization will:

2.5.1 Appoint a primary and back-up Administrator(s) for the purpose of managing Participating Provider Organization's use of the System and Services. Administrators may delegate responsibility to other Participating Provider Organization employees or agents to assist in the issuance and revocation of System IDs to its Subscribers.

2.5.2 Train its Administrators with regard to System and Services use and operation, identification and prevention of security breaches, and compliance with applicable statutes, regulations, privacy and security policies, and rules.

2.5.3 Ensure that all of its Subscriber data and information is accurate and complete at all times while this Agreement in effect.

2.5.4 Validate the identity of all Subscribers that Participating Provider Organization confirms are using Delegated Registration Privileges.

2.6 Each party will assist the other party, or its designees, as may be reasonably required, in the investigation and resolution of any System or Services failures, security breaches, or enhancements.

2.7 Quality Corp may revoke System IDs for non-use or due to indications that they may have been compromised, are invalid, or that their continued use may otherwise compromise System operations or security. Upon notice of revocation, use of affected System IDs is to be immediately terminated.

3. Term. This Agreement shall be effective on the date indicated, and continue in effect until terminated by either party as follows:

3.1 Upon ninety (90) days prior written notice by one party to the other.

3.2 Upon thirty (30) days prior written notice of default by one party to the other, unless the defaulting party cures the default (or if the default cannot be reasonably cured within thirty (30) days, commences and diligently pursues cure) during the notice period.

3.3 Immediately upon written notice by one party to the other, if a default is not reasonably capable of being cured, or if the defaulting party has been determined by an applicable government authority or audit to not maintain its own systems or its interfaces with the System in a manner which protects the integrity and security of the System or System IDs.

3.4 The obligations of the parties under this Agreement, other than those related to the continuation of Services, shall survive termination.

4.0 Miscellaneous.

4.1 Quality Corp warrants and represents that its contract with Data Services Vendor requires that access to information about patients by Participating Provider Organizations shall only be made available through a secure website and that the System and Services will comply with and be provided in accordance with all applicable law and regulations, including but not limited to HIPAA.

4.2 Except as otherwise provided herein, the System and Services are provided on an “AS IS” basis and WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

4.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE ARISING IN ANY MANNER FROM OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR ANY OTHER LEGAL THEORY.

4.4 Subject to the foregoing, each party agrees to indemnify and hold the other party, and their respective officers, directors, employees, and agents harmless against any and all claims, liabilities, losses and costs (including reasonable attorney fees) arising in relation to the indemnifying party's actions or failures to act, provided the party to be indemnified promptly gives the indemnifying party notice of the same and fully cooperates with the indemnifying party in its investigation and defense of the same.

4.5 The respective employees, agents, subcontractors, and service providers of Quality Corp and Participating Provider Organization are acknowledged to be third party beneficiaries of this Agreement, including without limitation, those provisions related to warranties, limitations of liability and indemnification.

4.6 In the event of any dispute between the parties arising out of this Agreement, the parties agree to use their best efforts to resolve the dispute through face-to-face, good faith negotiations, following notice from the disputing party. Disputes not resolved within sixty (60) days following notice will be submitted to binding arbitration in Multnomah County, Oregon, by a single arbitrator under the auspices of Judicial Dispute Resolution LLC (or if that organization no longer conducts business, a similar or successor organization mutually agreed upon by the parties), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. The arbitrator may award the prevailing party the cost and reasonable attorney fees it expended in such arbitration.

4.7 Subject to Participating Provider Organization's specific written agreement and consent, Quality Corp may identify Participating Provider Organization as a user of the System and Services, including use of Participating Provider Organization's logos, trademarks and service marks (“Marks”) for that limited purpose only, and Participating Provider Organization may identify itself as an OHQRS System and Services user, including use of Quality Corp's Marks for that limited purpose. In regard to such use, each party shall comply with the other's reasonable usage guidelines, shall not knowingly use such Marks in any manner likely to diminish their value and shall not assert any ownership interest in or transfer rights to such Marks.

4.8 This Agreement shall be governed by and construed under the laws of the State of Oregon, without regard to its conflict of law principles.

4.9 This Agreement, and any rights or obligations under it, may be assigned or transferred by sale or merger by either party by providing the other party with prior written notice, and upon the acquiring party's agreement to be bound by the terms of this Agreement.

4.10 If any provision of this Agreement is found to be invalid or unenforceable, this Agreement will be deemed to be amended by modifying such provision to the extent necessary to make it valid and enforceable, while preserving its intent, or if that is not possible, by striking the provision and enforcing the remainder of the Agreement.

4.11 For additional information, see Quality Corp's website: www.Q-Corp.org.