



Metropolitan Portland Health Information Exchange Participation Agreement

Results and Reports Retrieval System

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**METROPOLITAN PORTLAND HEALTH INFORMATION EXCHANGE
PARTICIPATION AGREEMENT**

PURPOSE: Each organization participating (data provider and/or data recipient) in the MPHIE will need to execute the attached participation agreement.

COMMENTS: This draft participation agreement is based on the Markle Foundation's Connecting for Health – Common Framework and A Model Contract for Health Information Exchange that can be found at

http://www.connectingforhealth.org/commonframework/docs/M2_ModelContract.pdf.

Several sections, exhibits, and schedules are dependent upon the specific vendor solution selected during the request for proposals (RFP) process.

METROPOLITAN PORTLAND HEALTH INFORMATION EXCHANGE PARTICIPATION AGREEMENT

1. Introduction.

1.1 Nature of Organization.

The Metropolitan Portland Health Information Exchange ("MPHIE") is a non-profit corporation incorporated in the State of Oregon that has filed its application to be recognized as a tax-exempt 501(c)(3) entity.

1.2 Purposes.

MPHIE is organized to facilitate health information sharing and aggregation for treatment, payment, operations, public health and research-related purposes in a manner that complies with all applicable laws and regulations, including without limitation those protecting the privacy and security of health information.

1.3 Description of Services.

MPHIE owns and operates an Internet-based authenticated peer-to-peer computer system and search engine for patient health, demographic, and related information that assists its users in locating, and facilitates the sharing and aggregation of, patient data held by multiple health care organizations with disparate health information computer applications ("System").

1.4 Change or Termination of Services.

MPHIE may or may change the system and/or the Services, or may cease providing the Services, at any time in its sole discretion upon not less than ninety (90) days prior notice to Participants.

2. Definitions.

"Authorized User" means an individual Participant or an individual designated to use the Services on behalf of the Participant, including without limitation, an employee of the Participant and/or a credentialed member of the Participant's medical staff.

"Data Provider" means a Participant that is registered to provide information to MPHIE for use through the Services.

"Data Recipient" means a Participant that uses the Services to obtain health information.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under at 45 CFR Parts 160 and 164.

"Participant" means a party that registered with MPHIE to act as a Data Provider and/or as a Data Recipient.

"Participant Type" means the category of Participants to which a particular Participant is assigned based upon that Participant's role in the health care system, as more specifically described in Section 4.3.2 (Participant Type).

"Patient Data" means information provided by a Data Provider pursuant to Section 7.2 (Provision of Data).

“Registration Agreement” means a legally binding agreement between MPHIE and a Participant pursuant to which MPHIE registers the Participant in accordance with, and the Participant agrees to comply with, the Terms and Conditions.

“Services” means the information-sharing and aggregation services and/or software described in Section 1.3 (Description of Services) for which the Participant registers as described in Section 4.1 (Registration Required).

“System” means MPHIE’s Internet-based authenticated peer-to-peer computer system and search engine for patient health, demographic, and related information that assists its users in locating, and facilitates the sharing and aggregation of, patient data held by multiple health care organizations with disparate health information computer applications, and which allows Authorized Users to authenticate and communicate securely over an untrusted network to provide access to and to maintain the integrity of Patient Data.

“Terms and Conditions” means the terms and conditions set forth in this document, as amended, repealed, and/or replaced from time to time as described herein.

3. Terms and Conditions.

3.1 Generally.

The Terms and Conditions apply to the operation of the System, the provision of the Services, and the relationships among MPHIE and Participants with respect thereto. The current version of the Terms and Conditions at the time of execution of this agreement is shown in Attachment 1 and is hereby incorporated into this agreement.

3.2 Development and Dissemination; Amendments.

MPHIE is solely responsible for the development of the Terms and Conditions, and may amend, or repeal and replace, the Terms and Conditions at any time as MPHIE determines is appropriate. MPHIE generally shall notify all Participants of any changes to the Terms and Conditions at least thirty (30) days prior to the implementation of the change. However, if the change is required in order for MPHIE and/or Participants to comply with applicable laws or regulations, MPHIE may implement the change within a shorter period of time as MPHIE determines is appropriate under the circumstances.

3.3 Relationship to MPHIE Policies and Procedures.

The MPHIE is solely responsible for establishing MPHIE Policies and Procedures regarding the access and use MPHIE systems and services. The Terms and Conditions are intended to, and shall be construed to, comply with the MPHIE Policies and Procedures. The current version of the MPHIE Policies and Procedures at the time of execution of this agreement is shown in Attachment 2 and is hereby incorporated into this agreement.

4. Registration Agreements.

4.1 Registration Required.

Participants are to be registered with MPHIE. Only persons who are registered with MPHIE as participants shall be permitted to access the System and use the Services. A Participant may be

registered as a Data Provider or as a Data Recipient or as both. As described in this Section 4 (Registration Agreements). A Participant may be registered to use some or all of the Services, as specified in that Participant's Registration Agreement.

4.2 Registration by Agreement.

A person may register with MPHIE as a Participant by entering into a written Registration Agreement with MPHIE. Such a Registration Agreement shall describe:

- a) the Participant's Participant Type, as described in Section 4.3.2 (Participant Type);
- b) whether the Participant is a Data Provider or a Data Recipient, or both;
- c) if the Participant is registered as a Data Recipient, which of the services the Participant may use; and
- d) such other terms and conditions as MPHIE and the Participant shall agree.

4.3 Online Registration.

4.3.1 Registration Form.

Each person wishing to register online to access the System and use the Services as a Participant shall complete the Registration Form provided by MPHIE at <http://www.mphie.org/register>. MPHIE may change its Registration Form at any time. A person's Registration Form shall be that person's application to become a Participant.

4.3.2 Participant Type.

Each registrant shall register to participate in one of the following Participant Types:

- a) Physician or medical group;
- b) Laboratory;
- c) Hospital;
- d) Public health agency;
- e) Pharmacy;
- f) Pharmacy benefit manager;
- g) Health plan, insurer or other payor;
- h) Researcher;

4.3.3 Approval and Disapproval of Registration Forms.

MPHIE shall review each Registration Form and shall approve or disapprove each in accordance with the Terms and Conditions and as MPHIE determines in its sole discretion is appropriate. MPHIE shall not be required to approve any Registration Form or other application to be a Participant.

4.3.4 Acceptance of Registration.

Upon MPHIE's acceptance of a Registration Form, that Registration Form will be the Participant's Registration Agreement and shall be legally binding upon MPHIE and the Participant as of the effective date MPHIE shall provide to the Participant.

4.4 Effect of Terms and Conditions Upon Registration Agreements.

Each Registration Agreement shall incorporate by reference, and require that the Participant agree to comply with, the Terms and Conditions. MPHIE may make exceptions to this Section 4.4 (Effect of Terms and Conditions Upon Registration Agreements), in MPHIE's sole discretion, pursuant to any written Registration Agreement entered into as described in Section 4.2

(Registration by Agreement).

4.5 Changes to Terms and Conditions.

MPHIE may amend, repeal and replace the Terms and Conditions at any time, and shall give Participants notice of those changes, as described in Section 3.2 (Development and Dissemination; Amendments). Subject to Section 4.6 (Termination Based on Objection to Change), any such change to the Terms and Conditions shall automatically be incorporated by reference into each registration Agreement, and be legally binding upon MPHIE and the Participant, as of the effective date of the change.

4.6 Termination Based on Objection to Change.

If a change to the Terms and Conditions described in Section 4.5 (Changes to Terms and Conditions) affects a material right or obligation of a Participant under that Participant's Registration Agreement, and the Participant objects to that change, that Participant may terminate its Registration Agreement by giving MPHIE written notice thereof not more than thirty (30) days following MPHIE's notice of the change. Such termination of the Participant's Registration Agreement shall be effective as of the effective date of the change to which the Participant objects; provided, however, that any change to the Terms and Conditions that MPHIE determines is required to comply with any federal, state, or local law or regulation shall take effect as of the effective date MPHIE determines is required, and the termination of any Participant's Registration Agreement based on the Participant's objection to the change shall be effective as of MPHIE's receipt of the Participant's notice of termination.

4.7 Participant's Rights to Terminate Registration Agreement.

4.7.1 Data Recipient Participant Right to Terminate Without Cause.

A Data Recipient Participant may terminate its Registration Agreement at any time without cause by giving not less than thirty (30) days prior notice to MPHIE.

4.7.2 Data Provider Participant Right to Terminate Without Cause.

A Data Provider Participant may terminate its Registration Agreement at any time without cause effective as of the next anniversary of the effective date of the Participant's Registration Agreement, by giving not less than 90 days prior notice to MPHIE.

4.7.3 Participant Right to Terminate for Cause.

A Participant may terminate its Registration Agreement upon MPHIE's failure to perform a material responsibility arising out of the Participant's Registration Agreement, and that failure continues uncured for a period of sixty (60) days after the Participant has given MPHIE notice of that failure and requested that MPHIE cure that failure.

4.8 Participant's Right to Terminate for Breach of Business Associate Agreement.

Notwithstanding any other provision of this Section 4 (Registration Agreements) to the contrary, if Section 9.4 (Business Associate Agreement) applies to a Participant's Registration Agreement, the Participant may terminate its Registration Agreement as set forth in Section 9.4.10 (Special Termination).

4.9 MPHIE's Right to Terminate Registration Agreements.

4.9.1 MPHIE Right to Terminate Without Cause.

Except as provided otherwise in a written Registration Agreement entered into pursuant to Section 4.2 (Registration by Agreement), MPHIE may terminate any Participant's Registration Agreement at any time without cause effective as of the next anniversary of the effective date of the Participant's Registration Agreement, by giving not less than 90 days prior notice to the Participant.

4.9.2 MPHIE Right to Terminate for Cause

MPHIE may terminate any Participant's Registration Agreement upon the Participant's failure to perform a material responsibility arising out of the Participant's Registration Agreement, and that failure continues uncured for a period of sixty (60) days after MPHIE has given the Participant notice of that failure and requested that the Participant cure that failure.

4.9.3 MPHIE Emergency Right to Suspend Services

Notwithstanding the provisions of section 4.9.2 (MPHIE Right to Terminate for Cause), under extraordinary circumstance, including but not limited to a serious security or privacy breach as described in Section 9.3 (Reporting of Serious Breaches) or any other situation that may jeopardize the security or integrity of the System or Services, MPHIE may immediately and without prior notice suspend any Participant's access to Services until such time as extraordinary circumstance is remedied or otherwise resolved.

4.10 Effect of Termination.

Upon any termination of a Participant's Registration Agreement, that party shall cease to be a Participant and thereupon and thereafter neither that party nor its Authorized Users shall have any rights to use the System or the Services. Certain provisions of the Terms and Conditions shall continue to apply to the former Participant and its Authorized Users following that termination, as described in Section 4.11 (Survival Provisions).

4.11 Survival of Provisions.

The following provisions of the Terms and Conditions shall survive any termination of a Participant's Registration Agreement: Section 5.5 (Responsibility for Conduct of Participant and Authorized Users), Section 9 (Protected Health Information), Section 13 (Proprietary Information), Section 14.8 (Limitation on Liability) and Section 15.2 (Indemnification).

5. Authorized Users.

5.1 Identification of Authorized Users.

Each Participant shall provide MPHIE with a list in a medium and format approved by MPHIE identifying all the Participant's Authorized Users, together with the information described in Attachment 5 (Required Information for Authorized Users), to enable MPHIE to establish a unique identifier for each Authorized User. The Participant shall update such list whenever an Authorized User is added or removed by reason of termination of employment or otherwise.

5.2 Certification of Authorized Users.

At the time that Participant identifies an Authorized User to MPHIE pursuant to Section 5.1 (Identification of Authorized Users), Participant shall certify to MPHIE that the Authorized User:

- a) Has completed a training program conducted by Participant in accordance with Section 10.5 (Training);
- b) Will be permitted by Participant to use the Services and the System only as reasonably

necessary for the performance of Participant's activities as the Participant Type under which Participant is registered with MPHIE pursuant to Section 4.3.2 (Participant Type);

c) Has agreed not to disclose to any other person any passwords [and/or other security measures] issued to the Authorized User pursuant to Section 5.3 (Passwords and Other Security Mechanisms);

d) Has acknowledged [in writing] that his or her failure to comply with the Terms and Conditions may result in the withdrawal of privileges to use the Services and the System and may constitute cause for disciplinary action by Participant.

5.3 Passwords and Other Security Mechanisms.

Based on the information provided by the Participant pursuant to Section 5.1 (Identification of Authorized Users), MPHIE shall issue a user name and password [and/or other security measure] to each Authorized User that shall permit the Authorized User to access the System and use the Services. MPHIE shall provide each such user name and password [and/or other security measure] to the Participant and the Participant shall be responsible to communicate that information to the appropriate Authorized User. When the Participant removes an individual from its list of Authorized Users, and informs MPHIE of the change, pursuant to Section 5.1 (Identification of Authorized Users), MPHIE shall cancel the user name and password [and/or other security measure] of such individual with respect to the Participant, and cancel and deactivate the user name and password [and/or other security measure] of such individual if that individual is as a result of the change no longer an Authorized User of any Participant.

5.4 No Use by Other than Authorized Users.

The Participant shall restrict access to the System and, if applicable, use of the Services, only to the Authorized Users the Participant has identified to MPHIE in accordance with Section 5.1 (Identification of Authorized Users).

5.5 Responsibility for Conduct of Participant and Authorized Users.

The Participant shall be solely responsible for all acts and omissions of the Participant and/or the Participant's Authorized Users, and all other individuals who access the System and/or use the Services either through the Participant or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Participant or any of the Participant's Authorized Users, with respect to the System, the Services and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the Participant.

5.6 Termination of Authorized Users.

Participants shall require that all of its Authorized Users use the System and the Services only in accordance with the Terms and Conditions, including without limitation those governing the confidentiality, privacy and security of protected health information. Participation shall discipline appropriately any of its Authorized Users who fail to act in accordance with the Terms and Conditions in accordance with Participants disciplinary policies and procedures.

6. Data Recipient's Right to Use Services.

6.1 Grant of Rights by MPHIE.

MPHIE grants to each Data Recipient, and each Data Recipient shall be deemed to have accepted, a non-exclusive, personal, nontransferable, limited right to have access to and to use

the System and the Services for which that Data Recipient has registered, subject to the Data Recipient's full compliance with the Terms and Conditions and the Data Recipient's Registration Agreement. MPHIE retains all other rights to the System and all the components thereof. No Data Recipient shall obtain any rights to the System except for the limited rights to use the System expressly granted by the Terms and Conditions.

6.2 Permitted Uses.

MPHIE Terms and Conditions permit specific uses for different types of Data Recipients, based on the Participant Type under which the Data Recipient is registered pursuant to Section 4.3.2 (Participant Type). A Data Recipient may use the System and the Services only for the permitted uses described on Attachment 6.2 (Permitted Uses) that apply to the Participant Type under which the Data Recipient is registered pursuant to Section 4.3.2 (Participant Type).

6.3 Prohibited Uses.

A Data Recipient shall not use or permit the use of the System or the Services for any prohibited use described in the Policies and procedures, which is incorporated herein by reference.

6.3.1. No Services to Third Parties.

The Data Recipient shall use the System and the Services for which the Data Recipient has registered only for the Data Recipient's own account, and shall not use any part of the System or the Services to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services or equivalent services to a third party.

6.3.2. No Services Prohibited by Local Laws.

The Data Recipient shall not use the System or the Services for which the Data Recipient has registered for any purpose or in any manner that is prohibited by the laws of the State of Oregon.

6.3.3. No Use for Comparative Studies.

A Data Recipient shall not use the Services to aggregate data to compare the performance of other Participants and/or Authorized Users, without the express written consent of MPHIE and each of the Participants and Authorized Users being compared.

7. Data Provider's Obligations.

7.1 Grant of Rights.

MPHIE grants to each Data Provider, and each Data Provider shall be deemed to have accepted, a non-exclusive, personal, nontransferable, limited right to have access to and to use the System for the purposes of complying with the obligations described in this Section 7 (Data Provider's Obligations), subject to the Data Provider's full compliance with the Terms and Conditions and the Data Provider's Registration Agreement. MPHIE retains all other rights to the System and all the components thereof. No Data Provider shall obtain any rights to the System except for the limited rights to use the System expressly granted by the Terms and Conditions.

7.2 Provision of Data.

7.2.1. Data Providers with Written Registration Agreements.

If the Data Provider has entered into a written Registration Agreement with MPHIE pursuant to Section 4.2 (Registration by Agreement), the Data Provider shall provide the data described in that agreement.

7.2.2. Data Providers Registering Online.

If the Data Provider has registered with MPHIE online pursuant to Section 4.3 (Online Registration), the Data Provider shall participate in and maintain its connection to the System's record locator, service-based peer-to-peer network and provide through the System the information the Data Provider registered to provide pursuant to the registration process ("Patient Data").

7.3. Measures to Assure Accuracy of Data.

Each Data Provider shall comply with the following requirements respecting the accuracy, completeness and timeliness of the data it provides:

- Best efforts to maximize accuracy of data,
- Timely correction of identified data inaccuracies, and
- Consistent application of Data Provider's internal policies and procedures.

7.4 License.

Subject to Section 7.5 (Limitations on Use of Patient Data), the Data Provider grants to MPHIE a perpetual, fully-paid, worldwide, non-exclusive, royalty-free right and license (i) to license and/or otherwise permit others to access through the System and use all Patient Data provided by the Data Provider in accordance with the MPHIE Policies and Procedures and the Terms and Conditions, and (ii) to use such Patient Data to carry out MPHIE's duties under the MPHIE Policies and Procedures and the Terms and Conditions, including without limitation system administration, testing, problem identification and resolution, management of the System, data aggregation activities as permitted by applicable state and federal laws and regulations, including without limitation, those promulgated under HIPAA, and otherwise as MPHIE determines is necessary and appropriate to comply with and carry out its obligations under all applicable federal, state, and local laws and regulations.

7.5 Limitations on Use of Patient Data.

Notwithstanding Section 7.4 (License), Patient Data provided by a Data Provider shall not be used for any of the following purposes:

7.5.1. Uses Prohibited by Policies and Procedures.

Any use that is prohibited by the MPHIE Policies and Procedures.

7.5.2. Uses Prohibited by Law.

Without limiting the generality of the foregoing, the Data Provider shall comply with applicable Federal and state laws, rules and regulations.

8. Software and/or Hardware Provided by MPHIE.

8.1 Description.

MPHIE shall provide to each Participant the software and/or hardware required to access the System and use the Services the Participant has registered to receive, as more particularly described on Attachment 8.1(a) (Software) and 8.1(b) (Hardware) (the "Associated Software")

and "Associated Hardware," respectively).

8.2. Grant of License.

MPHIE grants to each Participant a non-exclusive, personal, nontransferable, limited license to use the Associated Software and the Associated Hardware for access to or use of the System and, if the Participant is a Data Recipient, for the purpose of obtaining the Services (the "Associated Software").

8.3 Copying. Participant may make limited copies.

The Participant may make one (1) copy of the whole or any part of the Associated Software in executable form for back-up or archival purposes; provided, that such copy must reproduce and include the copyright notice of MPHIE.

8.4 Modifications; Derivative Works.

The Participant shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create Restrictions upon the Participant's right to modify the System or the Services. or permit or assist others to create the Associated Software or the System otherwise, or to create any derivative works from the Associated Software or the System. The Participant shall not modify the Associated Software or combine the Associated Software with any other software or services not provided or approved by MPHIE.

8.5 Third-Party Software, Hardware, and/or Services.

The Associated Software includes certain third-party software, hardware, and services, which may be subject to separate licenses or subscription or other agreements or may require that a Participant enter into such agreements with third-party vendors. Each Participant shall execute such agreements as may be required for the use of such software, hardware or services, and to comply with the terms of any applicable license or other agreement relating to third-party products included in Associated Software.

9. Protected Health Information.

9.1 Compliance with Policies and Procedures.

MPHIE and each Participant shall comply with the standards for the confidentiality, security, and use of patient health information, including without limitation protected health information described in HIPAA, as provided in the MPHIE Policies and Procedures, which is incorporated herein by reference. Each Participant shall comply with such standards regardless of whether or not that Participant is a "covered entity" under HIPAA.

9.2 Additional Requirements.

MPHIE and each Participant shall comply with the requirements for the privacy, security, and use of patient health information imposed under the laws of the State of Oregon. Without limiting the generality of the foregoing, MPHIE and each Participant shall comply with the following:

- Maintain appropriate audit log and other records regarding the retrieval, storage and use of information obtained through MPHIE Systems and Services.

9.3 Reporting of Serious Breaches.

Without limiting Section 9.4.7 (Reports), if applicable to MPHIE, MPHIE and Participant shall

report to the other any serious use or disclosure of Protected Health Information not provided for by the Terms and Conditions of which MPHIE or Participant becomes aware, and any security incident concerning electronic Protected Health Information (a "Serious Breach of Confidentiality or Security"). A "Serious Breach of Confidentiality or Security" is one that adversely affects (a) the trust among Participants, (b) the trust of the public and/or patients, or (c) the MPHIE's legal liability.

9.4 Business Associate Agreement.

If, through any Data Recipient's use of the Services, MPHIE's performance of its responsibilities described in the Terms and Conditions causes MPHIE to act as the "business associate" of the Data Recipient (as defined in 45 CFR Part 160.103), the provisions of this Section 9.4 (Business Associate Agreement) shall apply, in order to implement the requirements imposed under HIPAA for agreements between covered entities and their business associates. All capitalized terms not defined herein shall have the meanings given to them pursuant to 45 CFR Part 160.103.

9.4.1 Use and Disclosure.

MPHIE shall use and disclose Protected Health Information only for the purposes of MPHIE's performance of its responsibilities described in the Terms and Conditions. Without limiting the foregoing, MPHIE may use and disclose Protected Health Information for the proper management and administration of MPHIE's business and to carry out its own legal responsibilities; provided, that any disclosure pursuant to this Section 9.4.1 (Use and Disclosure) shall either be required by law or be made with reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such person, and that the person will notify MPHIE of any instances of which it is aware in which the confidentiality of the information has been breached.

9.4.2 Appropriate Safeguards.

MPHIE shall use appropriate safeguards to prevent use or disclosure of Protected Health Information otherwise than as permitted by the Terms and Conditions, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of that Protected Health Information.

9.4.3. Reports to Participant.

MPHIE shall report to the Participant any use or disclosure of Protected Health Information of the Participant not provided for by the Terms and Conditions of which MPHIE becomes aware, and any security incident concerning electronic Protected Health Information.

9.4.4. Agents, Subcontractors.

MPHIE shall ensure that its agents, including any subcontractor, to whom MPHIE provides Protected Health Information agree to the restrictions and conditions that apply to MPHIE with respect to such information and implement the safeguards required by Section 9.4.2 (Appropriate Safeguards) with respect to electronic Protected Health Information.

9.4.5. Inspection and Copying.

MPHIE shall make Protected Health Information available to a Participant or any person authorized by the Participant for inspection and copying within twenty (20) days of a request by

the Participant therefore.

9.4.6. Amendments.

MPHIE shall make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information requested by the Participant.

9.4.7. Reports.

MPHIE shall promptly report to the Participant concerning all disclosures of Protected Health Information by MPHIE or any subcontractors or agents to whom it discloses Protected Health Information upon request, other than disclosures to carry out treatment, payment, and health care operations on behalf of Participant, or that are incident to such disclosures.

9.4.8. Availability of Records.

MPHIE shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Participant's compliance with its legal obligations.

9.4.9. Action Upon Termination.

Given the role of the System, the destruction or return to the Participant of Protected Health Information following the termination of the Participant's Registration Agreement would be infeasible. Therefore, upon termination of the Participant's Registration Agreement, MPHIE shall extend the protections of this Section 9.4 (Business Associate Agreement) to such information, and shall limit further use and disclosure of the information to those purposes that make the return or destruction of the information infeasible.

9.4.10. Special Termination.

Notwithstanding any other provision of the Terms and Conditions to the contrary, the Participant may immediately terminate its Registration Agreement if it determines that MPHIE has violated a material term of this Section 9.4 (Business Associate Agreement), and MPHIE fails to remedy the violation within thirty (30) days following receipt of written notice thereof.

10. Other Obligations of Participants.

10.1. Compliance with Laws and Regulations.

Without limiting any other provision of the Terms and Conditions relating to the parties' compliance with applicable laws and regulations, the Participants shall perform in all respects as contemplated by the Terms and Conditions, in compliance with applicable federal, state, and local laws, ordinances and regulations.

10.2. System Security.

The Participant shall implement security measures with respect to the System and the Services in accordance with the MPHIE Policies and Procedures, which is incorporated herein by reference. Without limiting the generality of the foregoing, the Participant shall also adopt and implement the additional security measures described below:]

10.3. Software and Hardware Provided by Participant.

Each Participant shall be responsible for procuring all equipment and software necessary for it

to access the System, use the Services (including the Associated Software), and provide to MPHIE all information required to be provided by the Participant ("Participant's Required Hardware and Software"). Each Participant's Required Hardware and Software shall conform to MPHIE's then-current specifications. MPHIE may change such specifications from time to time in its sole discretion upon not less than sixty (60) days prior notice to each Participant affected by the change. As part of the Participant's obligation to provide Participant's Required Hardware and Software, the Participant shall be responsible for ensuring that all the Participant's computers to be used to interface with the System are properly configured, including but not limited to the operating system, web browser, and Internet connectivity.

10.4. Malicious Software, Viruses, and Other Threats.

The Participant shall use reasonable efforts to ensure that its connection to and use of the System, including without limitation the medium containing any data or other information provided to the System, does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms, and Trojan Horses) which will disrupt the proper operation of the System or any part thereof or any hardware or software used by MPHIE in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the System or any part thereof or any hardware, software or data used by MPHIE or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable.

10.5. Training.

The Participant shall provide appropriate and adequate training to all of the Participant's personnel, including without limitation Authorized Users, in the requirements of applicable laws and regulations governing the confidentiality, privacy, and security of protected health information, including without limitation requirements imposed under HIPAA.

11. MPHIE's Operations and Responsibilities.

11.1. Compliance with Terms and Conditions.

MPHIE shall require that all Participants enter into a Registration Agreement or another legally binding agreement to comply with the Terms and Conditions in such form as MPHIE determines is appropriate.

11.2. Maintenance of System.

MPHIE shall maintain the functionality of the System and the Services in accordance with the MPHIE Policies and Procedures, and shall provide such service, security, and other updates as MPHIE determines are appropriate from time to time.

11.3. Training.

MPHIE shall provide training to each Participant [and/or Authorized User] regarding the Participant's [and/or the Authorized User's] rights and obligations under its Registration Agreement and the Terms and Conditions, and the access and use of the System and Services, including such user manuals and other resources MPHIE determines appropriate to support the System and Services, including without limitation training for new or additional Authorized Users when added by the Participant.

11.4. Telephone and/or E-Mail Support.

MPHIE supports the Participant's help desk.

MPHIE shall provide, by telephone and/or e-mail, during normal business hours, support and assistance to the Participant's help desk or other facility that supports use of the System and Services by Authorized Users.

11.5. Audits and Reports.

MPHIE shall perform the following audits and periodically provide the following reports to each Participant:

11.5.1. Usage Reports.

Periodic reports monthly and trended statistics regarding (a) usage of MPHIE Services by Participant's authorized users, (b) types and volumes of information accessed by Participant's authorized users, (c) volume of Participant demographic and record locator service records in the MPHIE System, (d) types and volumes of Participant information accessed through MPHIE Services, and (e) System performance, response times, unscheduled maintenance and downtime and related issues.

11.5.2. Reports to Public Agencies.

Statistics regarding Participant's data accessed by or submitted to public health or other agencies.

11.5.3. Audit Trail Reports.

Reports available on request (online or paper) regarding the access and use of Participant data for specific patients or other situations.

11.6. Operations Committee.

11.6.1. Composition.

MPHIE shall create and maintain a MPHIE Operations Committee (the "Operations Committee") composed of the principal liaison individual from each Participant organization.

11.6.2. Meetings and Responsibilities of Operations Committee.

The Management Committee shall meet at least quarterly to consider and resolve various issues pertaining to the use of the System and the Services by Participants, including: (a) operational issues

11.6.3. Operations Committee Bylaws.

The Management Committee shall adopt bylaws for the conduct of its meetings and other proceedings.

12. Fees and Charges.

12.1. Agreed-Upon Fees.

If the Participant has entered into a written Registration Agreement with MPHIE pursuant to Section 4.2 (Registration by Agreement), the terms and conditions of that Registration Agreement with respect to the payment of fees and charges shall apply.

12.2. Service Fees.

MPHIE's fee schedule is not a part of the MPHIE Terms and Conditions.

Unless the Participant's Registration Agreement provides otherwise, each Participant shall pay to MPHIE MPHIE's Service Fees, in accordance with MPHIE's then-current Fee Schedule, for those Services for which the Participant has registered.

12.3. Changes to Fee Schedule.

MPHIE may change its fee schedule at will.

MPHIE may change its Fee Schedule at any time upon thirty (30) days prior written notice to Participants.

12.4. Miscellaneous Charges.

Unless the Participant's Registration Agreement provides otherwise, the Participant also shall pay MPHIE's charges for all goods or services that MPHIE provides at the Participant's request that are not specified in MPHIE's then-current Fee Schedule ("Miscellaneous Charges").

12.5. Payment.

The Participant shall pay all Service Fees and any Miscellaneous Charges within thirty (30) days following the date of invoice by MPHIE sent to the Participant's address as shown in MPHIE's records or e-mailed in accordance with the Participant's Registration Agreement.

12.6. Late Charges.

Service Fees and Miscellaneous Charges not paid to MPHIE within _____ (__) business days following the due date therefore are subject to a late charge of five percent (5%) of the amount owing and interest thereafter at the rate of one and one-half percent (1.5%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.

12.7 Suspension of Service.

Failure to pay Service Fees and Miscellaneous Charges within _____ (__) days following the due date therefore may result in termination of the Participant's access to the System and/or use of the Services on (__) days prior notice. A reconnection fee equal to _____ shall be assessed to re establish connection after termination due to non-payment.

12.8. Taxes.

All Service Fees and Miscellaneous Charges shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and the Participant shall pay any tax (excluding taxes on MPHIE's net income) that MPHIE may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services provided pursuant to the Terms and Conditions.

12.9. Other Charges and Expenses.

The Participant shall be solely responsible for any other charges or expenses the Participant may incur to access the System and use the Services, including without limitation, telephone and equipment charges, and fees charged by third-party vendors of products and services.

13. Proprietary Information.

13.1. Scope of Proprietary Information.

In the performance of their respective responsibilities pursuant to the Terms and Conditions, MPHIE and Participants may come into possession of certain Proprietary Information of the other. For the purposes hereof, "Proprietary Information" means all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements of the Shareholder and the Corporation, whether written or verbal, that are confidential in nature; provided, however, that Proprietary Information shall not include any information that: (a) Is in the public domain; (b) Is already known or obtained by any other party other than in the course of the other party's performance pursuant to the Terms and Conditions; (c) Is independently developed by any other party; and/or (d) Becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of the Terms and Conditions, or any other confidentiality or nondisclosure agreement by such other party.

13.2. Nondisclosure of Proprietary Information.

MPHIE and the Participant each (i) shall keep and maintain in strict confidence all Proprietary Information received from the other, or from any of the other's employees, accountants, attorneys, consultants, or other agents and representatives, in connection with the performance of their respective obligations under the Terms and Conditions; (ii) shall not use, reproduce, distribute or disclose any such Proprietary Information except as permitted by the Terms and Conditions; and (iii) shall prevent its employees, accountants, attorneys, consultants, and other agents and representatives from making any such use, reproduction, distribution, or disclosure.

13.3 Equitable Remedies.

All Proprietary Information represents a unique intellectual product of the party disclosing such Proprietary Information (the "Disclosing Party"). The unauthorized disclosure of said Proprietary Information would have a detrimental impact on the Disclosing Party. The damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss. It would require a multiplicity of actions at law and in equity in order to seek redress against the receiving party in the event of such an unauthorized disclosure. The Disclosing Party shall be entitled to equitable relief in preventing a breach of this Section 13 (Proprietary Information) and such equitable relief is in addition to any other rights or remedies available to the Disclosing Party.

13.4 Notice of Disclosure.

Notwithstanding any other provision hereof, nothing in this Section 13 (Proprietary Information) shall prohibit or be deemed to prohibit a party hereto from disclosing any Proprietary Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, and such disclosures are expressly permitted hereunder; provided, however, that a party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction shall provide the other party with notice thereof within five (5) calendar days, or, if sooner, at least three (3)

business days before such disclosure will be made so that the other party may seek a protective order or other appropriate remedy. In no event shall a party be deemed to be liable hereunder for compliance with any such subpoena or order of any court, administrative agency or other governmental body of competent jurisdiction.

14. Disclaimers, Exclusions of Warranties, Limitations of Liability, and Indemnifications.

14.1 Carrier Lines.

By using the System and the Services, each Participant shall acknowledge that access to the System is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and Internet backbone carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which are beyond MPHIE's control. MPHIE assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at user's risk and is subject to all applicable local, state, national, and international laws.

14.2 No Warranties.

Access to the System, use of the Services, and the information obtained by a Data Recipient pursuant to the use of those services are provided "as is" and "as available" without any warranty of any kind, expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Participant is solely responsible for any and all acts or omissions taken or made in reliance on the System or the information in the System, including inaccurate or incomplete information. It is expressly agreed that in no event shall MPHIE be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if MPHIE has been apprised of the possibility or likelihood of such damages occurring. MPHIE disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the System.

14.3 Other Participants.

By using the System and the Services, each Participant shall acknowledge that other Participants have access to the System and Services, and that other parties have access to the information contained in the System. Such other Participants have agreed to comply with the MPHIE Policies and Procedures, concerning use of the information made available through the System; however, the actions of such other parties are beyond the control of MPHIE. Accordingly, MPHIE does not assume any liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on the System resulting from any Participant's actions or failures to act.

14.4 Participant's Actions.

The Participant shall be solely responsible for any damage to a computer system, loss of data, and any damage to the System caused by that Participant or any person using a user ID

assigned to the Participant or a member of the Participant's workforce.

14.5 Unauthorized Access; Lost or Corrupt Data.

MPHIE is not responsible for unauthorized access to the Participant's transmission facilities or equipment by individuals or entities using the System or for unauthorized access to, or alteration, theft, or destruction of the participant's data files, programs, procedures, or information through the System, whether by accident, fraudulent means or devices, or any other method. The Participant is solely responsible for validating the accuracy of all output and reports and protecting the Participant's data and programs from loss by implementing appropriate security measures, including routine backup procedures. The Participant waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from programming error, operator error, equipment or software malfunction, security violations, or the use of third-party software. MPHIE is not responsible for the content of any information transmitted or received through MPHIE's provision of the Services.

14.6 Inaccurate Data.

All data to which access is made through the System and/or the Services originates from Data Providers and other parties making data available through MPHIE. All such data is subject to change arising from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in the patient's health condition, the passage of time and other factors. MPHIE neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of the Terms and Conditions, MPHIE shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content, or delivery of any data either provided by a Data Provider, or used by a Data Recipient, pursuant to the Terms and Conditions.

14.7 Patient Care.

Without limiting any other provision of the Terms and Conditions, the Participant and the Participant's Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for their respective patients and clients resulting from or in any way related to the use of the System or the Services or the data made available thereby. No Participant or Authorized User shall have any recourse against, and through the Registration Agreements that apply thereto, each shall waive, any claims against MPHIE for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of the System and/or the Services or the data made available thereby.

14.8 Limitation of Liability.

Notwithstanding anything in the Terms and Conditions to the contrary, to the maximum extent permitted by applicable laws, the aggregate liability of MPHIE, and MPHIE's officers, directors, employees, and other agents, under any Participant's Registration Agreement, regardless of theory of liability, shall be limited to the aggregate fees actually paid by the Participant in accordance with the Terms and Conditions for the six- (6) month period preceding the event first giving rise to the claim.

15. Insurance and Indemnification.

15.1 Insurance.

The Participant shall obtain and maintain reasonable and appropriate insurance coverage, which is incorporated herein by reference. [Optional: Without limiting the generality of the foregoing, the Participant shall also comply with the insurance requirements described below:]

15.2 Indemnification.

15.2.1 Generally.

Nothing in the Terms and Conditions or any Registration Agreement shall limit MPHIE's or a Participant's respective legal and equitable obligations to each other and to other Participants arising out of the doctrines of equitable indemnity, comparative negligence, contribution or other common law bases of liability.

15.2.2 Specific Indemnities.

Notwithstanding Section 15.2.1 (Generally), MPHIE and each Participant (each, an "Indemnifying Party") each shall hold the other (the "Indemnified Party") free of and harmless from all liability, judgments, costs, damages, claims, or demands, including reasonable attorneys' fees, net of the proceeds of insurance, arising out of any Serious Breach of Confidentiality or Security arising out of the act or omission of the Indemnifying Party or any of the Indemnifying Party's Authorized Users, members, agents, staff, or employees.

15.2.3 Rules for Indemnification.

Any indemnification made pursuant to the Terms and Conditions shall include payment of all costs associated with defending the claim or cause of action involved, whether or not such claims or causes of action are meritorious, including reasonable attorneys' fees and any settlement by or judgment against the party to be indemnified. In the event that a lawsuit is brought against the party to be indemnified, the party responsible to indemnify that party shall, at its sole cost and expense, defend the party to be indemnified, if the party to be indemnified demands indemnification by written notice given to the indemnifying party within a period of time wherein the indemnifying party is not prejudiced by lack of notice. Upon receipt of such notice, the indemnifying party shall have control of such litigation but may not settle such litigation without the express consent of the party to be indemnified, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification obligations of the parties shall not, as to third parties, be a waiver of any defense or immunity otherwise available, and the indemnifying party, in indemnifying the indemnified party, shall be entitled to assert in any action every defense or immunity that the indemnified party could assert on its own behalf.

16. General Provisions.

16.1 Applicable Law.

The interpretation of the Terms and Conditions and the resolution of any disputes arising under the Terms and Conditions and Participants' Registration Agreements shall be governed by the laws of the State of Oregon. If any action or other proceeding is brought on or in connection with the Terms and Conditions or a Registration Agreement, the venue of such action shall be exclusively in Multnomah County, in the State of Oregon

16.2 Non-Assignability.

No rights of the Participant under its Registration Agreement may be assigned or transferred by the Participant, either voluntarily or by operation of law, without the prior written consent of

MPHIE, which it may withhold in its sole discretion.

16.3 Third-Party Beneficiaries.

There shall be no third-party beneficiaries of any Registration Agreement.

16.4 Supervening Circumstances.

Neither the Participant nor MPHIE shall be deemed in violation of any provision of a Registration Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section 16.4 (Supervening Circumstances) shall not apply to obligations imposed under applicable laws and regulations or obligations to pay money.

16.5 Severability.

Any provision of the Terms and Conditions or any Participant Registration Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of the Terms and Conditions or such Registration Agreement, and such other provisions shall remain in full force and effect.

16.6 Notices.

Any and all notices required or permitted under the Terms and Conditions shall be sent by United States mail, overnight delivery service, or facsimile transmission to the address provided by the Participant in its Registration Form or such different addresses as a party may designate in writing. If the Participant has supplied MPHIE with an electronic mail address, MPHIE may give notice by email message addressed to such address; provided that if MPHIE receives notice that the email message was not delivered, it shall give the notice by United States mail, overnight delivery service, or facsimile.

16.7 Waiver.

No provision of the Terms and Conditions or any Participant Registration Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

16.8 Complete Understanding.

With respect to any Participant Registration Agreement made pursuant to the Terms and Conditions, that Agreement and the Terms and Conditions together contain the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of any Registration Agreement other than those contained or referenced in that Registration Agreement. All modifications or amendments to any Registration Agreement shall be in writing and signed by all parties.

EXECUTED ON BEHALF OF PARTICIPATING ORGANIZATION AND MPHIE

Participating Organization

Signature _____ Date _____
Printed Name _____
Title _____

Metropolitan Portland Health Information Exchange

Signature _____ Date _____
Printed Name _____
Title _____

Attachment 1
MPHIE Terms and Conditions

Dated _____

To be developed

Attachment 2
MPHIE Policies and Procedures

Dated _____

The Board approved policies get inserted here

Procedures document to be developed

**Attachment 5
Required Information for Authorized Users**

Dated _____

Specific data elements to be identified when an ASP vendor is selected.

**Attachment 6.2
MPHIE Permitted Uses of Data by Data Recipients**

Dated _____

Permitted Uses →	Permitted Use Type A	Permitted Use Type B	Permitted Use Type C	
Physician or medical group				
Laboratory				
Hospital;				
Public health agency				
Pharmacy				
Pharmacy benefit manager				
Health plan, insurer or other payor				
Researcher				

Attachment 8
Software and/or Hardware Provided by MPHIE

Dated _____

Attachment 8.1(a) Software Provided by MPHIE to Participant

To be completed after selection of ASP vendor and specific details are known.

Attachment 8.1(b) Hardware Provided by MPHIE to Participant

To be completed after selection of ASP vendor and specific details are known.

MPHIE Participant Registration

EXHIBIT 1

[MPHIE]
[PARTICIPANT] REGISTRATION APPLICATION

To apply to participate in MPHIE as a Participant, please provide the following information, and then click "Next" below.

Type the Applicant's Name:	Choose a Participant Name (must be at least 10 characters):
[Optional, not to be used if S-N-O will issue and manage passwords:] Choose a Password (must be at least 8 characters):	[Optional:] Confirm Password:
State whether the Applicant is an individual person or a partnership, corporation, or other organization (pick one from [pull down] list): ->	Individual Person Partnership Limited Partnership Limited Liability Company Corporation Other Organization (specify): _____
Provide name and telephone number of person to contact:	Provide e-mail address of person to contact:
Provide Applicant's address (Number, Street, and Suite No.):	Provide Applicant's address (City, State, Zip Code):
Provide Applicant's Participant Category (pick one from [pull down] list): ->	Health Care Provider System Services Provider Health Plan, Insurer, or Other Payer Public Health Authority Other Government Agency Researcher [Others]
[Other information if required]:	

**Metropolitan Portland Health Information Exchange (MPHIE) - [PARTICIPANT]
REGISTRATION AGREEMENT**

All [Participants] must agree to the terms and conditions of MPHIE's [Participant] Registration Agreement, which provides as follows:

1. ***MPHIE Terms and Conditions.*** All of the terms of the MPHIE Terms and Conditions are hereby incorporated by reference into this [Participant] Registration Agreement. Words in this [Participant] Registration Agreement shall have the meanings given to them by the MPHIE Terms and Conditions. All Applicants are required to read and agree to the MPHIE Terms and Conditions prior to completing this application.

Scrollable MPHIE Terms and Conditions Appear in this Space

The Applicant hereby represents and warrants that the Applicant, or an authorized person acting on the Applicant's behalf, has read and agrees to comply with all MPHIE Terms and Conditions. Select One: Yes/No To proceed, click "Next" Next SCREEN 2

Metropolitan Portland Health Information Exchange (MPHIE) [PARTICIPANT]
REGISTRATION AGREEMENT (continued)

2. Review of Application

MPHIE will review this application for registration and may accept or reject this application in accordance with the terms and conditions set forth in Section ___ of the MPHIE Terms and Conditions. Upon MPHIE's acceptance of this application, MPHIE shall notify the Applicant and shall register the Applicant as a [Participant]. **[Optional, if MPHIE is to issue passwords:]** MPHIE shall issue each Participant a [User I.D. and] password to access and use the MPHIE System and the MPHIE Services.

3. [Participant]'s Agreement

Upon receipt of MPHIE's notice that it has accepted this application, the Applicant shall be legally bound to comply with all of the terms and conditions of MPHIE's Terms and Conditions that apply to [Participant] and may then commence to access and use the MPHIE System and MPHIE Services, subject to all of the terms and conditions of this Registration Agreement and the MPHIE Terms and Conditions.

4. Changes to Terms and Conditions

The MPHIE Terms and Conditions shall be subject to change from time to time, and all such changes shall be incorporated by reference into this [Participant] Registration Agreement upon the effective date selected by MPHIE. The [Participant] shall be informed of all such changes prior to their effectiveness. If the [Participant] objects to the changes, the [Participant] may terminate this Agreement and, by doing so, cease to be a [Participant], as described in the MPHIE Terms and Conditions.

5. Term and Termination

This [Participant] Registration Agreement shall continue in effect until it is terminated, in accordance with the MPHIE Terms and Conditions.

The Applicant hereby represents and warrants that the Applicant, or a duly authorized person acting on the Applicant's behalf, has read the MPHIE Terms and Conditions and this Registration Agreement and, by selecting "Yes" below, hereby applies for registration as a [Participant] and agrees to all the terms and conditions of the MPHIE Terms and Conditions and this Registration Agreement.

Thank you for your application. MPHIE will review your application and send you a response within approximately ____ days.

Appendix A – Background, Sources, Related Documents

The MPHIE Mobilization Planning effort was commissioned and financed by the Oregon Business Council's Health Information Exchange Leadership Group. The project leadership team (Tiger Team) provided oversight and leadership in guiding the development of the planning included:

Andrew Davidson, Oregon Association of Hospital and Health Systems
Janice Forrester, PhD, The Regence Group
Dick Gibson, MD, PhD, MBA Providence Health Systems & Legacy Health Systems
Jody Pettit, MD, Oregon Health Care Quality Corporation & Office for Oregon Health Policy and Research

The Mobilization Planning effort was staffed by Oregon Health Care Quality Corporation. Staff and sub-contractors who contributed to various portions of this report include:

Nancy Clarke
Jody Pettit, MD
Tom Ricciardi, PhD
David Witter, Witter & Associates

For More Information please contact:

Oregon Business Council
1100 SW 6th Avenue, Suite 1508
Portland, OR 97204
Denise Honzel, honzelde@aol.com,
(503) 860-1278

Oregon Healthcare Quality Corporation
619 SW 11th Avenue, Suite 221
Portland, Oregon 97205
Nancy Clarke, nancy.clarke@q-corp.org
(503) 241-3571

The Mobilization Planning effort builds upon the report to the Oregon Business Council (OBC) Data Exchange Group titled “Oregon Health Information Exchange Options” dated May 15, 2006 available at <http://www.q-corp.org/q-corp/images/public/pdfs/OR%20HIE%20Options.pdf>.

The Mobilization Planning effort report relies on a number of sources of information including published studies, publications and reports of major organizations involved in health information exchange, and information collected from other regional health information organizations (RHIOs) and health information exchanges (HIEs) and interviews and discussion with clinicians and other stakeholders in the community.

Key Mobilization Planning documents include

draft MPHIE Participation Agmt 053007

- MPHIE Final Report
- Metropolitan Portland Area Health Care Environment.
- MPHIE Technology Plan.
- MPHIE Privacy and Security Assessment.
- MPHIE Governance Plan.
- MPHIE Business Plan.
- MPHIE Operations Plan.