

Oregon Health Care Quality Corporation
Partner for Quality Care

Participating Practitioner Organization Agreement

Partner for Quality Care is sponsored by the Oregon Health Care Quality Corporation (Quality Corp) as a collaborative among patients, providers, health plans, and purchasers to measure and improve health care quality in Oregon. The Participating Practitioner Organization ("Participating 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 "operations" and "treatment" as defined by HIPAA.

A Participating Organization may access the *Partner for Quality Care* for Practitioners secure website to access to information about patients under the care of the Participating Organization through a secure electronic identity management and authentication control system.

Services: A Participating Organization under this Agreement will establish "Delegated Registration Privileges" which gives Participating Organization control of, and responsibility for, confirming the identity of your employees and agents that are authorized to access the *Partner for Quality Care* for Practitioners secure web portal. The designated administrator for your organization is:

_____ **Opt out:** If you do not wish to have "Delegated Registration Privileges", each of the employees and agents you nominate for System IDs will have to undergo individual, on-line identity verification using third party data, or will have to submit written (off-line) applications, which will need to be verified by a Notary Public.

This Agreement is effective as of _____, and is subject to (a) Participating Physician 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, as it is amended, (c) the separate Business Associate Agreement to be executed between the Participating Organization and Milliman (the Quality Corp data service vendor) substantially in the form of Exhibit B, and (d) such additional privacy and security policies and rules of use as Quality Corp may adopt from time to time.

Participating Organization	Oregon Health Care Quality Corporation
Organization:	
Address:	619 SW Eleventh Avenue, Suite 221
City, State, Zip:	Portland Oregon 97205
Signed:	Signed:
By:	Nancy Clarke, Executive Director
Title:	
Date:	Date:

Exhibit A: Participating Physician Organization Terms and Conditions

1.0 *Partner for Quality Care* for Practitioners, Services and Policies.

1.1 The *Partner for Quality Care* for Practitioners system ("System") includes the data and information submitted for the purposes of measuring and monitoring the quality of health care services under the *Partner for Quality Care* initiative, the clinical measures derived from submitted data and information and the hardware, software, telecommunications, websites, and networks used to support the initiative.

1.2 The *Partner for Quality Care* ("Services") includes providing Participating Organization with access to information about patients under their care through a security identity management and authentication control system.

1.3. 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 Quality Corp Board of Directors that are available on the *Partner for Quality Care* for Practitioners website at www.PartnerForQualityCareForPractitioners.org. The Board of Directors may modify these policies from time to time. Any material modifications which may affect Participating Organization's obligations hereunder shall be made available to Participating Organization.

1.4. Quality Corp has contracted with Milliman, Inc. ("Milliman") as the data services vendor responsible for the operation and provision of the System and Services.

1.5. Since the provision of Services to the Participating Organization involves the transfer of Protected Health Information ("PHI") between Milliman and Participating Organization and may involve the transfer of PHI between the Participating Organization and Milliman, Participating Organization and Milliman, both as a business associate of Participating Organization and on behalf of those covered entities from whom it receives PHI, shall enter into a separate HIPAA-compliant Business Associate Agreement in substantially the form of Exhibit B.

2.0 Use of Services.

2.1 Participating Organization will ensure its use of the System and Services is limited to its authorized subscribers ("Subscribers") for whom a *Partner for Quality Care* 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 Organization.

2.2 The parties will take all reasonable steps to ensure the security and integrity of the *Partner for Quality Care* for Practitioners 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 Protected Health Information, 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 protected health information.

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

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2.4 Participating Organization will advise Quality Corp of any change in Subscribers, or related Subscriber data.

2.5 Participating Organization will:

2.5.1 Appoint a primary and back-up Administrator(s) for the purpose of managing Participating Organization's use of the System. Administrators may delegate responsibility to other Participating 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 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 information is accurate and complete at all times.

2.5.4 Validate the identity of all Subscribers it confirms 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 Milliman requires that access to information about patients by Participating 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.

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.

4.2 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.

4.3 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.

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

4.5 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, 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.

4.6 Subject to Participating Organization's specific written agreement and consent, Quality Corp may identify Participating Organization as a user of the System and Services, including use of Participating Organization's logos, trademarks and service marks ("Marks") for that limited purpose only, and Participating 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.

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

4.8 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.

4.9 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.

4.10 For additional information, see the *Partner for Quality Care for Practitioners* website: www.PartnerForQualityCareForPractitioners.org.