



## **Metropolitan Portland Health Information Exchange Operations Plan 2.0**

### **Results and Reports Retrieval System**

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## **Introduction**

The purpose of this document is to provide the initial background and rationale for the business and technical operation of the Metropolitan Portland Health Information Exchange (MPHIE).

The vision for MPHIE is that meaningful health information will be widely and securely available among authorized persons in a usable form anytime and anywhere it is needed in order to improve the overall safety, effectiveness and efficiency of an individual's care and the public's health. The MPHIE will offer an online, standardized, widely available and secure means for accessing recent and historical laboratory results, imaging reports, discharge summaries, and emergency department summaries by authorized parties. Results and dictations will be aggregated for the patient, regardless of ordering provider or which medical laboratory was used. Results and dictations will be available across different care settings. The platform will be readily expandable for additional types of information.

## **Operations Principles**

The MPHIE is intended to operate with a lean, neutral organization that provides services to the various stakeholders across the community who are participating in making health information available and the participants accessing clinical information through the MPHIE.

The organization will consist of a small staff employed by the MPHIE who are the responsible for executing the MPHIE vision and supporting its mission. Most other business and technical functions will be outsourced to an application service provider (ASP) or other contracted services. As a new venture the specific staffing needs, expertise, skill sets and roles to best support the MPHIE will likely not be clearly known for some time. Staffing planning must be flexible to respond to the evolving needs of the venture, especially with the use of outside ASP contract resources.

The general approach will be to use contracted resources where possible to initially fill staffing requirements continuing until permanent staffing roles, expertise and other requirements are demonstrated. The MPHIE can begin operations with the use of contracted services to play key leadership roles and complete the initial tasks to establish the corporation, issue the request for proposal (RFP) covering the planned services, working with the expected participating organizations and negotiating the participation agreements. Simultaneously, the Board can consider the recruitment of the MPHIE Executive Director.

## **Initial Implementation Tasks**

Upon approval of the MPHIE Final Report and a consensus for the community-wide funding support plan, the MPHIE will be able to commence implementation. The Mobilization Planning process included development of key documents necessary to implement the governance plan, Board of Directors considerations of draft policies, issue the request for proposal (RFP) for vendor services to operate the to MPHIE technology services, and participation agreements

between organization providing and/or accessing data through the MPHIE. This Operations Plan contemplates that contractors will undertake the initial work to help establish the organization and support the RFP process while the recruiting of key staff positions is underway. Contractors involved in the Mobilization Plan may be available to undertake some of these roles on an interim basis.

Key tasks to establish the MPHIE organization include:

- Legal review of draft articles and bylaws for the MPHIE Corporation.
- File articles of incorporation with the State of Oregon.
- Secure a Federal Employer Identification Number.
- Convene the Founders Council to appoint the Board of Directors.
- Organizational meeting of the Board of Directors; approval of the corporate bylaws, conflict of interest policies, financial and delegated authority policies.
- File the Federal IRS 501(c)(3) tax-exempt request.

Key tasks to begin implementation

- Board of Directors review/approval of MPHIE program plans:
  - o data use and other exchange policies,
  - o planned implementation tasks,
  - o appointment of the Privacy and Security Committee,
  - o use of any interim contractors, and
  - o recruitment plans.
- Participation intention agreements (non-binding): confirmation of expected participation by key organizations, scope of data to be available and implementation schedule.
- Issuance of the request for proposals (RFP) to solicit vendor proposal, selection of vendor and negotiation of contracts.
- Negotiation of participation agreements with participating organizations.

**Data Use and Other Exchange Policies.** Data use and other exchange policies will need to be considered as soon as the Board is established. Draft policies for consideration by the Board are included as Appendix B.

**Participation Intention Agreement (non-binding).** It will be important to determine the scope and timing of involvement from the initial participating organizations as quickly as possible once the project moves forward. This information will be used to (a) provide the best available information about scope of participation and data support requirements for updating the RFP, (b) forecast implementation timelines and estimate resources requirements. The Agreement is “non-binding” so that necessary information can be collected without being dependent on execution of the MPHIE Participation Agreement. The draft Participation Intention Agreement included as Appendix C would accomplish that purpose.

**Participation Agreement.** Participation in the MPHIE, as a data provider and/or data recipient, will require that the participating organization execute the MPHIE Participation Agreement. Some Participation Agreement provisions and attachments cannot be finalized until the ASP services vendor is selected and under contract. Based on experiences from the Oregon Chronic

Disease Data Clearinghouse project and other data exchange projects, it will take three to six months to negotiate, refine the provisions and execute the Participation Agreements. This negotiation process can proceed simultaneously while the RFP selection process is underway. The draft Participation Agreement is attached as Appendix D. The Participation Agreements contemplate that participating organizations making data available through the MPHIE will require the MPHIE to execute a Business Associate Agreement (BAA) in accordance with HIPAA requirements. A proposed standard BAA is attached as Appendix E.

**Request for Proposals.** The RFP process to solicit proposals from ASP vendors, select the best proposal and negotiate the necessary contracts with the selected vendors will take a number of months. The draft RFP was developed during the Mobilization Planning. The RFP could be issued very shortly after (1) the community-wide funding commitments are secured, (2) MPHIE organization is established, (3) an ASP Vendor Selection Work Group is appointed as noted below, and (4) the RFP receives a final review and any modifications.

**Contracted Interim Staffing Services.** Interim staffing could be secured on a contracted services basis to facilitate establishment of the MPHIE organization, issuance of the RFP and other implementation tasks. This Operations Plan contemplates that contracted services would be used to fill the roles of the Executive Director and Program Manager for up to the first six months of operations or perhaps even longer. Contractors involved in the Mobilization Planning process may be available to undertake these roles on an interim basis. The scope of the interim services will be dependent on scope of services and the pace of implementation desired by the Board. A draft standard agreement for MPHIE contracted services is attached at Appendix E.

## **Organization Structure**

The MPHIE will operate under the auspices of a 501(c)(3) non-profit corporation as outlined in the Governance Plan. The Governance Plan includes draft Articles of Incorporation and Bylaws for the corporation, recommended criteria for nomination of directors and draft agendas for the initial organizing meetings of the Founders Council and Board of Directors.

The MPHIE operations will be responsive and accountable to the stakeholder board as described in the MPHIE Governance Plan. The Executive Director of the MPHIE will be hired to function as the MPHIE's chief administrative and executive officer under policies and authorities approved by the Board. The Executive Director is responsible to:

1. Oversee the execution of the operating plans and budgets approved by the Board.
2. Provide the board with periodic written reports on the activities and status of the MPHIE including information about operations, finances, and execution of key milestones.
3. Develop the annual program plans and operating budgets for consideration by the MPHIE Board.

**Privacy and Security Committee.** Given the importance of privacy and security of MPHIE activities in establishing and maintaining the public trust and credibility of the MPHIE, the draft MPHIE Bylaws includes a provision that:

The Board shall appoint a Privacy and Security Committee of at least six individuals familiar with health care privacy and security issues to advise the Board regarding such issues for programs and services offered by the Corporation. General meetings and deliberations of the Committee shall encourage the participation of interested parties. The Committee shall meet in closed session when discussing privacy and security issues related to specific organizations or individuals. The Committee shall periodically, but not less than annually, provide a report to the Board regarding Corporation privacy and security issues.

**Operations Committee.** The Participation Agreements that establish relationships between the MPHIE and organizations participating in the exchange (as data providers and/or data recipients) includes the provision for an Operations Committee. The draft Participation Agreement (see Appendix D) specifies that:

**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.

**Other Committees and Working Groups.** Other committees, working groups, and/or task forces will need to be established to facilitate the implementation of the MPHIE and coordinate tasks among the participating organizations effectively. Some of the initial working groups should include:

- Participation Agreement Review Work Group to review and modify the participation and business associate agreements with the objective of addressing issues of concern to the participants, maintaining common agreement formats, and getting the agreements executed in a timely way.
- ASP Vendor Selection Work Group to review the draft RFP, oversee the RFP process, and make selection recommendations to the Board.
- Consumer Engagement Working Group to develop or review materials that should be available to patients regarding the MPPHIE and develop strategies and recommendations on consumer engagement issues.
- Clinician Adoption Work Group to develop strategies and recommendations for engaging clinicians and other staff regarding the MPHIE.

## **Operating Costs**

Total MPHIE costs for the results and reports retrieval services are projected at about \$3.4 million per year. The expected costs are detailed in Appendix G: Estimated Costs. The proposed budget is based on a central MPHIE staff of 4.00 full-time-equivalent (FTE) employees and 0.25

FTE in contracted services for a chief medical officer (CMO) that would serve as the primary liaison to practicing physicians. In rough terms the \$3.4 million per year budget represents:

MPHIE staffing and operations	\$ 600,000
ASP services contract	2,400,000
Consumer engagement	200,000
Adoption support	<u>200,000</u>
Total annual budget for planning purposes	\$3,400,000

The budget estimated for the ASP services contracted is based on discussions with vendors that seem to meet MPHIE service needs that would be expected to respond to a request for proposal (RFP). The RFP process will result much more definite costs. It would not be unreasonable to expect that the costs negotiated with the successful vendor would be less than the preliminary costs estimates. Ongoing cost in subsequent years may also be quite different than the first year implementation costs. The MPHIE implementation plan contemplates adding organizations and physician practices on a phased basis over several years. Therefore it seems prudent to estimate ASP contract costs at \$2.4 million per year for purposes of forecasting the potential financing requirements.

## Staffing Plan

Skill sets required for key MPHIE staff positions will include: project management, generalists, facilitation, communications/communicators, entrepreneurial orientation, product manager/management, maximizing leverage of limited resources, commitment to vision, and adaptability.

Key staff positions include:

- Executive Director: This 1.00 full-time equivalent (FTE) position serves as the chief administrative and executive officer of the MPHIE. Responsible for the conduct of MPHIE programs and services under policies, program plans and budgets approved by the Board.
- Program Manager: This 1.00 FTE position serves as the combination chief technology-operating-information officer with prime responsibility for managing the programmatic and contractual relationship with the ASP vendor and implementation of services with the participating organizations. The Program Manager will also serve as the designated MPHIE Privacy Officer to address any privacy inquiries and issues that may arise.
- Implementation Coordinator: This 1.00 FTE position (hiring deferred until month seven, year 1) works under the direction of senior staff, will work directly with participating organization on the initial implementation of the MPHIE services including developing and conducting training programs with participating organization staff, and serving as a liaison between the ASP vendor and participating organization on any implementation issues.
- Office Administrative Support: This position (0.60 FTE in years one and two, 1.00 FTE thereafter) provides general administrative support for MPHIE staff activities and triage

inquiries for customer service support to the ASP Vendor, MPHIE Privacy Officer, or Implementation Coordinator.

- Physician Liaison Coordinator: This contracted physician position (0.40 FTE in years one and two, 0.25 FTE thereafter) serves as the chief medical officer for the MPHIE and liaison coordinator for working with physicians, clinical practices and other stakeholder groups on MPHIE programs and services. This position will be extremely important in providing thought leadership and relationship management with physicians and medical groups; physicians are more receptive to and more likely to consult with other physicians about issues of technology and business management, workflow issues, and information seeking. The role and level of effort for this position is expected to decline in later years as the MPHIE achieves the expected adoption, and usage becomes standard practice by physicians.

## **Recruitment Plan**

Upon approval of the MPHIE Final Report and a consensus for a community-wide funding support plan, the MPHIE will require staffing support. This Operations Plan contemplates that contracted services would be used to fill the roles of the Executive Director and Program Manager for up to the first six months of operations. Contractors involved in the Mobilization Plan may be available to undertake these roles on an interim basis.

While the staffing plan identifies attributes for the key positions, the specific mix of talents of candidates for these positions will need to be carefully matched to the Portland health care environment and needs of the MPHIE. The recruitment process should seek to attract candidates from across the United States that are familiar with health care information technologies and if possible engaged with multi-organization health information sharing, HIEs, or RHIOs.

The availability of these positions should be communicated through various organizations including:

- HIT-related professional organizations (HIMSS, AMIA, others),
- Organizations involved in advancing HIEs (Markle, eHealth Initiative, CCHIT, ONCHIT, AHIC, WEDI, others), and
- Other HIEs and RHIOs.

## **Technical Approach**

The technical approach to the MPHIE will be in line with known stakeholder requirements, national trends for interoperable health information systems, and the need for patient control to ensure the privacy and security of health information. The MPHIE will contract with vendors who provide health information exchange in an Application Service Provider (ASP) model, to reduce or eliminate the need to build and host systems from scratch in the region.

The general architectural approach to the exchange will be a hybrid model based on federated or distributed data sources, with key services centralized to include patient identity, security/access/authorization control, record location or document registries, and lightweight



“viewer” applications for patients and providers. The architecture will support additional capabilities over time to include the ability to manage semantically interoperable data, management of personal health records, and the creation of de-identified databases for secondary uses.

Core activities and infrastructure for the exchange that are expected to be outsourced includes data center hosting and network services, operation of the hardware and software needed to run the exchange, initial implementation, training and support. Ancillary services are also expected to be contracted or outsourced including accounting/bookkeeping, legal services, internet, web, and email services for MPHIE staff, and other business services.

**Data and Technology Services:** Most providers of healthcare in the Portland have a significant amount of patient data managed by computers. They also have systems to move data within their enterprises, and with selected partners. Starting with these building blocks already in place, **the MPHIE can relatively cheaply and easily add consistency and efficiency to data sharing between health systems and physicians** that will improve patient care:

- Patient registration and demographic data;
- Laboratory results;
- Imaging reports;
- Dictated summaries from hospitalizations;
- Dictated summaries from the emergency department (ED);
- Other readily available e-data.

A lightweight set of centralized data exchange services will allow the MPHIE to foster access to patient information by authorized providers. The centralized services include:

- Patient identity management;
- Record location services;
- User authorization, authentication and access control;
- Audit trails.

Under the planned federated model for the infrastructure there is no requirement for a large central database to aggregate patient information; rather, participants maintain data stores inside their own organizations, which are queried via the exchange by authorized providers.

**Outsourcing Strategy:** There are several vendors who can provide the technology and implementation services required, including those with working solutions in communities similar to Portland. The MPHIE will leverage current technology, existing infrastructure, and proven methods for developing a federated system using standards for interoperability. The MPHIE services will be hosted as an application service provider (ASP) for the community.

**Implementation Timeline:** The following graphic representation shows the timeline envisioned for implementation to the results and reports retrieval service.



## **Performance Monitoring**

The MPHIE will assume responsibility for measurement of overall performance. This may be done in collaboration with vendors or other partners (e.g. informatics researchers). The exchange will track metrics to indicate adoption or physician uptake, as well as usage of the exchange. These metrics will be applied to develop an assessment of the actual/real benefits of the exchange, as tracked against expectations of the stakeholders.

The MPHIE execution team will also be responsible to track the performance of the MPHIE versus SLA, in order to manage user satisfaction and to enforce contracts with vendors.

There will be a formal process to detect and review potential security/privacy issues, conduct audits of potential breaches, and raise security/privacy issues with the governing board of the exchange.

The MPHIE will also engage in clinical oversight and develop metrics of the impact of the exchange on clinical quality, physician and patient satisfaction.

In addition to these detailed operational metrics, the overall performance of the results and reports retrieval project will be evaluated on an ongoing basis by the MPHIE Board of Directors throughout the project. Given the limited scope of the initial project, success metrics are tailored to each stage of the project, including:

- Operational and Implementation (Years 1-2)
- Workflow (Years 2-5)
- Clinical Usefulness (Years 2-5)
- Overall Success (Years 5+)

Proposed evaluation metrics are outlined in Appendix H. Evaluation Metrics.

The Board of Directors and Founders Council will need sufficient data and clarity about the operations and outcomes of the MPHIE project to substantiate the value of the continued funding commitments over the lifetime of the project.

## **Sustainable Financing**

The MPHIE will rely on a baseline of contributions from stakeholders as the initial funding source for community services. This may be supplemented by funds from the federal government if efforts to secure grants and appropriations are successful.

Ongoing financial success of the exchange will depend on the development of additional value-based services that yield concrete benefits to the stakeholders, especially the health systems. The MPHIE execution team will be responsible for the program management surrounding these potential offerings, its pricing, promotions and rollout. The MPHIE team will include one or more individuals with expertise and capability to conduct upstream marketing and product management for new data services, new users, and new types of information types.

The MPHIE must plan for updates to the business infrastructure, business processes, and staffing to accommodate the additional services that yield new financing mechanisms. The team will devise ways to monetize services, recognize revenue and collect payment for services rendered.

### **Stakeholder Coordination & Management**

A key factor in the early success of the exchange will be the ability to conduct effective outreach and “evangelism” with users, especially physicians and health systems. Rapid achievement of benefits will be dependent on aggressive adoption support by the MPHIE, plans and health systems. The MPHIE execution team will be responsible to “sell” the benefits of the exchange, and provide compelling business and clinical cases to the users for participation.

There will be some level of technical coordination with stakeholders that is a pre-requisite for their participation. The MPHIE staff will act as technical liaisons with IT departments from the community participants in order to endure a baseline level of implementation, and to assist with deployment and integration issues during go-live.

## **SUPPORTING INFORMATION**

### **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:

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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

- 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.

## Appendix B: Draft Policy Resolutions

The purpose of the Metropolitan Portland Health Information Exchange (MPHIE) is to fulfill the vision:

*“Meaningful health information is widely and securely available among authorized persons in a usable form anytime and anywhere it is needed in order to improve the overall safety, effectiveness and efficiency of an individual’s care and the public’s health.”*

The MPHIE Board of Directors will need to establish a policy framework to guide the development and operation of the health information exchange functions to accomplish the vision. The policies will be reflected in the MPHIE participation agreements and other key documents.

The initial draft proposed policies cover four areas that will guide the development of the MPHIE;

- Fair Information Practices Policy
- Data Access and Use Policy
- Passive Enrollment Policy
- System Architecture & Data Storage Policy

**Policy Context.** The Markle Foundation sponsors the Connecting for Health initiative involving experts from multiple communities involved in health information exchanges (HIE) and related policy matters. The initiative’s Common Framework of policies is a guide to the development of local HIEs in a context of working toward a national health information network (NHIN) that eventually facilitates the movement of health information between local HIEs. The Common Framework policy recommendations are summarized in Attachment A. The Common Framework has been used by a number of communities to develop local policies. The MPHIE proposed policies rely heavily on the policies adopted by CareSpark, a developing HIE in the central Appalachian region that includes 17 counties in the Tri-Cities Tennessee and Virginia area with approximately 705,000 residents, 18 hospitals, and 1,200 physicians.

### 1. Proposed MPHIE Fair Information Practices Policy

Principle	Description
Choice	Individuals should be informed regarding the collection of their personal information and be afforded the opportunity to decline to participate in the MPHIE.
Openness and Transparency	Individuals should be aware of what information is being collected and for what purposes. They should be able to review the information that has been collected, to whom it has been released as

	well as the purposes of the release.
Collection and Use Limitation	The information collected and its uses and re-disclosure should be limited to the parameters of the individual’s authorization or within the bounds of legal requirements for use of de-identified data for public health, research, and other legally-sanctioned purposes.
Data Validity, Integrity, and Quality	The MPHIE should be constructed to ensure the validity and integrity of the data and preserve its quality and usability. The individuals who are subjects as well as others in a position to review and evaluate the validity, integrity, and quality of data should be able to update, correct, and/or annotate the data as appropriate.
Security Safeguards and Controls	All data should be protected by reasonable security and privacy safeguards against loss, unauthorized access, destruction, use, modification, or disclosure.
Availability	Individuals’ data should be readily available for the purposes agreed upon by the individual given technical limitations.
Accountability and Oversight	The entity collecting the data should be accountable for abiding by these principles and for oversight to ensure that they are followed by those who may be authorized to access and use the data according to the individual’s authorization.
Notice and Enforcement	Where information is released outside the bounds of the individual’s authorization, the individual is entitled to notice of the release and methods should be available to apply penalties to violators of the authorization and to mitigate, to the extent possible, the violation.

## 2. Proposed MPHIE Data Access and Use Policy

Any Protected Health Information (PHI) accessible via the exchange should be made available to, or denied to, the following groups of individuals or entities, or for the following purposes:

- Patients should be given access to their own PHI consistent with MPHIE’s Fair Information Practices as well as within the bounds of applicable law and technical feasibility;
- Providers should be granted access to the exchange for the purposes of payment, treatment, and operations within the bounds of legal restraints and in compliance with the patient’s authorization via the notice of privacy practices.
- Payors should not be granted access to the MPHIE at this time, except for the purposes of accessing or being provided de-identified data regarding patients enrolled in MPHIE.
- IRB-Approved research studies should have access to only de-identified health information from the exchange within the parameters of the study.
- Public Health Departments should be entitled to receive legally required reporting of disease and other legally compelled health data and other de-identified data to further their Biosurveillance capabilities. MPHIE should work with them in good faith to



negotiate Limited Data Set Agreements within the bounds of HIPAA and other applicable federal and state laws.

- Marketing shall be limited according to the HIPAA definition.
- Required Disclosures may be made according to law.
- Disclosure requests not covered above should be reserved until such time as the MPHIE is more fully developed. Authority is given to the Executive Director to bring requests requiring special attention to the MPHIE board.

### **3. Proposed MPHIE Passive Enrollment Policy**

MPHIE shall support and encourage a Passive Enrollment system of health information exchange, incorporating the following hierarchy:

- Patients will be given the right and responsibility to dis-enroll and re-enroll in the MPHIE by a means and in a manner that is as expedient as possible, but which is also consistent with sound clinical practice as well as privacy and security principles;
- Providers and other participants, at the time they execute a data sharing agreement, shall be given the option to choose whether their patient populations will be entered into the MPHIE either under a Passive or Active Enrollment model.

### **4. Proposed System Architecture and Data Storage Policy**

MPHIE shall establish and make available a federated health information exchange to include laboratory results, diagnostic imaging reports, dictated summaries and other electronic data from health care provider systems, to the extent that any such provider is willing to participate and contribute to such an exchange.

MPHIE shall work with other authorized providers and data consumers to permit access and retrieval of data from the exchange.

**Appendix C: Participation Intention Agreement (non-binding)**  
**Metropolitan Portland Health Information Exchange**  
**Intention to Participate Agreement**

\_\_\_\_\_ 2007

This NON-BINDING document is between \_\_\_\_\_ organization name \_\_\_\_\_ (XXXXXX) and the Metropolitan Portland Health Information Exchange (MPHIE). This document indicates the intention of XXXXX to have a participating organization relationship with the MPHIE

**PURPOSE:** The purpose of this document is to describe the scope of the functional relationships between a participating organization, the XXXXX, and the MPHIE.

**BACKGROUND:** Planning effort are underway to develop a health information exchange in the metropolitan Portland, Oregon area under the auspices of the MPHIE. The MPHIE organization has not yet been incorporated but will probably be formally established in the near future near the conclusion of the planning process.

The vision for the MPHIE is that meaningful health information will be widely and securely available among authorized persons in a usable form anytime and anywhere it is needed in order to improve the overall safety, effectiveness and efficiency of an individual's care and the public's health. The MPHIE will initially offer an online, standardized, widely available and secure means for accessing recent and historical laboratory results, imaging reports, discharge summaries, and emergency department summaries by authorized parties. Results and dictations will be aggregated for the patient, regardless of ordering provider or which medical laboratory was used. Results and dictations will be available across different care settings. The platform will be readily expandable for additional types of information.

**PARTICIPATION OPTIONS:** Participating organizations may have a relationship with the MPHIE as (a) Data Providers, (b) Data Recipients, or (c) both. XXXXX plans to participate as follows

() As a Data Provider including providing access to clinical information in its systems including the following types of clinical information (check all that apply and indicate period of data available for retrieval)

MPHIE First Priority Data:

Check if applicable	Information Category	Period Covered (e.g., last x yrs or since 200x)
	Inpatient discharge summaries	
	Emergency department visit summary	

	Laboratory test results	
	Imaging reports	

MPHIE Other Available Electronic Data:

Check if applicable	Information Category	Period Covered (e.g., last x yrs or since 200x)
	Cardiology reports	
	Consultation reports (specify types) _____ _____	
	Laboratory test results	
	Imaging – thumbnail images	
	Imaging – images	
	Visit progress notes	
	Current medication list	
	Other (specify) _____ _____	

(\_) As a Data Recipient, clinicians within the XXXXX organization will be able to access clinical information about patient through the MPHIE under the following arrangements (check appropriate user registration arrangements).

Check if applicable	Recipient User Category	User Registration & Authentication Process
	Organization employees	Individual online registration with MPHIE
	Organization employees	Registration/authentication through participating organization
	Medical staff members	Individual online registration with MPHIE
	Medical staff members	Registration/authentication through participating organization

PARTICIPATION TIMING: The MPHIE expects that it will receive approval and sufficient funding authority during the \_\_\_\_\_ quarter of 200x, to:

- issue an RFP and select an ASP vendor to operate essential exchange services during the \_\_\_\_\_ quarter of 200x,
- install and test the central exchange services during the \_\_\_\_\_ quarter of 200x,

- test participant access and retrieval of clinical information during the \_\_\_\_\_ quarter of 200x, and
- commence operations in \_\_\_\_\_ (month) 200x.

XXXXX believes it will be prepared to participate with the MPHIE on the following basis:

If participating as a Data Provider:

- Install gateway server(s) and software during \_\_\_\_\_ quarter in 200x.
- Create test data files for system integration testing with the MPHIE during \_\_\_\_\_ quarter in 200x.
- Create demographic and clinical data files/bases capable of accessibility through the gateway server by \_\_\_\_\_ quarter in 200x.
- Commence provision of operational access to demographic and clinical data access through the gateway server(s) by \_\_\_\_\_ quarter in 200x.

If participating as a Data Recipient with organizational role for user registration and user authentication:

- Organizational processes operational to compile user registrations in place by \_\_\_\_\_ quarter in 200x.
- Submission of initial user registrations to MPHIE in \_\_\_\_\_ quarter in 200x.

If participating as a Data Recipient with each individual user submitting their our registration request:

- Xxx
- Xxx

PARTICIPANT CONTACTS: (name, title, telephone and email address)

Primary Coordinator for MPHIE relationship: \_\_\_\_\_  
 \_\_\_\_\_

Privacy Officer: \_\_\_\_\_  
 \_\_\_\_\_

Clinical Champion for MPHIE relationship: \_\_\_\_\_  
 \_\_\_\_\_

Other: \_\_\_\_\_  
 \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Appendix D: MPHIE Participation Agreement

### **METROPOLITAN PORTLAND HEALTH INFORMATION EXCHANGE PARTICIPATION AGREEMENT**

Draft Version 1.0 – updated 4/22/2007

**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](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 as written Registration Agreement with MPHIE. Such a Registration Agreement shall describe:

- a) the Participants 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 de-activate 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):
<b>[Optional, not to be used if S-N-O will issue and manage passwords:]</b> Choose a Password (must be at least 8 characters):	<b>[Optional:]</b> 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 <b>[Others]</b>
<b>[Other information if required]:</b>	

## 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

### ***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 E. MPHIE Business Associate Agreement**

### **HIPAA Business Associate Agreement for Participation in the Metropolitan Portland Health Information Exchange**

This Business Associate Agreement (the “BAA”) is entered into as of \_\_\_\_\_, 200\_, as a result of the Metropolitan Portland Health Information Exchange (the “MPHIE”) Participation Agreement (the “Participation Agreement”) which agreement is between the MPHIE and **[insert name of participating provider organization]** dated \_\_\_\_\_.

This BAA is by and between **[insert name of participating provider organization]** (“Covered Entity”) and MPHIE (“Business Associate”). Covered Entity and Business Associate are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Participation Agreement, including Protected Health Information (defined below) that will be provided to other MPHIE participating provider organizations that have executed a Participation Agreement with MPHIE. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191. This BAA sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of Covered Entity will be handled by Business Associate and third parties during the term of the Agreement and after its termination. Appendix I, which is attached hereto and incorporated herein by reference, specifies the Protected Health Information of Covered Entity that is the subject of this Business Associate Agreement. The Parties agree as follows:

### **Definitions**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and applicable regulations found at 45 C. F. R. sec. 160 et seq. Seq., hereinafter the “Privacy Rule”.

### **Use of Protected Health Information**

Except as otherwise stated in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of Covered Entity solely to provide the services, or perform the functions, described in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

## **Rights and Responsibilities of the Parties**

**A. Responsibilities of Business Associate:** The Business Associate shall have the following responsibilities:

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Survey Vendor Agreement or as Required By Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Participation Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
7. Business Associate agrees to maintain for a period of six (6) years an accounting of all disclosures of PHI that are required to be maintained under § 164.528 of the HIPAA Regulations. Such accounting will include the date of the disclosure, the name of the recipient, a description of PHI disclosed and the purpose of the disclosure.
8. Business Associate agrees to provide to Covered Entity or, if agreed to by Covered Entity, an Individual, such information to be provided in a time and manner specified by the Covered Entity and such information to be provided to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

**B. Responsibilities of Covered Entity:** The Covered Entity shall have the following responsibilities

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the

- extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
  3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
  4. Any notices required under this section shall be made promptly in writing to Business Associate.
  5. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### **III. Term and Termination**

- A. Term. The Term of this Agreement shall be effective as of the Effective Date specified below, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- C. Future Confidentiality Upon Termination.
  1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

### **IV. Miscellaneous**

- A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- B. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule.
- C. Survival. The respective rights and obligations of Business Associate under Section III of this Agreement shall survive the termination of this Agreement.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA Regulations.
- E. Conflict of Terms. Whenever the terms of the Participation Agreement and this Agreement are in conflict, the terms of this Agreement shall control.
- F. Other Terms Remain in Force. Except as expressly modified by the terms of this Amendment, all of the terms and conditions set forth in the Agreement shall remain in full force and effect.
- G. Effective Date. This Agreement shall be effective on \_\_\_\_\_ 200\_.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date(s) set forth below.

**Metropolitan Portland Health Information Exchange**      **/insert name of participating provider organization/**

\_\_\_\_\_

By: xxxxx

By: \_\_\_\_\_

Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit a signed copy of this agreement to:  
 xxxxxx  
 Metropolitan Portland Health Information Exchange  
 XXXXX SW XX  
 Portland, Oregon 972xx



**Metropolitan Portland Health Information Exchange  
Business Associate Agreement  
Appendix A**

**Covered Entity:** \_\_\_\_\_

**The Protected Health Information covered by the Business Associate Agreement includes:**

- A**
- B**
- C**

## Appendix F. Standard MPHIE Contracted Services Agreement

### Metropolitan Portland Health Information Exchange Contracted Services Agreement

This agreement dated \_\_\_\_\_, 2007, is between the Metropolitan Portland Health Information Exchange (“MPHIE” or “Corporation”), an Oregon nonprofit corporation located at \_\_\_\_\_, Portland Oregon 972\_\_\_\_\_ at P.O. Box \_\_\_\_\_, Portland, Oregon 97240 and \_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_.

**Background:** The MPHIE was formed in mid 2007 for the purpose of \_\_\_\_\_. In order facilitate the implementation and development of MPHIE programs and services, MPHIE is contracting for

**Purpose:** The Corporation is engaging the services of Contractor to \_\_\_\_\_.

1. **Scope of Work:** The Contractor will provide services to Corporation as part the overall work plan shown in Attachment A – Proposal \_\_\_\_\_, dated \_\_\_\_\_, 2007, which is hereby incorporated into this Agreement. Work will be conducted in coordination with other project contractors, and all final work products require approval of the Corporation's representative. Specific Contractor services shall include the following:
  - a. Develop and deliver the initial (early) work products by \_\_\_\_\_, 2007 including \_\_\_\_\_.
  - b. Develop and deliver the mid term work products by \_\_\_\_\_, 2007 including \_\_\_\_\_.
  - c. Develop and deliver the final work products by \_\_\_\_\_, 2007 including \_\_\_\_\_.
  - d. Participate in planning sessions with MPHIE Executive Director, project management team, and other project contractors to assure that Contractor's work contributes satisfactorily to production of the overall deliverables.
2. **Period of Performance:** The period of performance for this Agreement shall be from \_\_\_\_\_ 2007 through \_\_\_\_\_ 2007.
3. **Fees and Payment:**
  - a. Fees: Contractor will be paid a fixed fee for scope of work under this Agreement.
  - b. Other Expenses: Corporation will provide reimbursement of long distance telephone calls, travel, and other work expenses that are reasonable and necessary to complete

the Scope of Work, as long as directly allocable to the Scope of Work and approved in advance by the Corporation. Receipts must be submitted to Corporation together with invoices submitted in subsection d below.

- c. Contract Limit: The total fees under this contract for professional services will not exceed \$\_\_\_\_\_.00. Expenses are not limited by this section.
- d. Invoices and Payments: The Contractor will invoice the Corporation in accordance with the Payment Schedule specified in subsection 4.e. Invoices shall be addressed to Executive Director, MPHIE, \_\_\_\_\_, Portland Oregon 972\_\_\_\_. Payments shall be made within thirty (30) days of receipt of invoice.
- e. Payment Schedule:

Execution of Contract	\$ x,000
Completion of initial (early) work products described in Section 2.a.	\$ x,000
Completion of mid-term work products described in Section 2.b.	\$ x,000
Completion of final business plan-related work products described in Section 2.c.	\$ x,000
Upon completion of the project	\$ x,000
Total	\$ x,000

**4. Personnel:**

- a. Representatives: For the MPHIE, \_\_\_\_\_-, Executive Director, shall represent the MPHIEs interests under this Agreement and is responsible for supervision of all aspects of this Agreement. \_\_\_\_\_ is responsible for the acceptance and acknowledgement of completion of all draft and final deliverables. For the Contractor, \_\_\_\_\_ shall represent the Contractor’s interest and shall manage this project in accordance with this Agreement.
- b. Project Staff: The personnel assigned to this project by Contractor shall be \_\_\_\_\_. Changes in assignment may be made only with the prior written approval of the MPHIE’s representative.

- 5. **Record Retention**: Contractor shall maintain the records relating to its performance of the Scope of Work in its files for a period of not less than four (4) years following the expiration of this Agreement or any termination. Contractor agrees to promptly furnish the Contractor with copies of such documents upon the Corporation’s request and agrees to make its records available to Corporation at reasonable times. Corporation at its expense may audit or have audited the books or records of Contractor insofar as they relate to the disposition of the funds paid to Contractor in connection with this agreement, and Corporation

6. **Ownership of Work Product:** All work products created or originated by the Contractor in connection with this Agreement, or by any personnel or subcontractors performing services on its behalf, whether before or after the execution of this Agreement, will be subject to protection under federal copyright law, constitutes “work for hire”, all rights of which shall be and are owned and controlled exclusively by Corporation; and, in any event, contractor assigns to Corporation all right, title, and interest, whether by way of copyright, trade secret, or otherwise, in all such work products, whether or not it is subject to copyright laws. Contractor agrees to furnish such information and data, to execute, acknowledge and deliver such assignment and other documents, and to take all such other actions, as may be necessary to vest in Corporation, or its nominee, all right, title and interest in such work products. For Contractor’s product that is derivative work based on Contractor’s intellectual property, including Contractor’s or subcontractors’ data or intermediate processes developed independently of this work, Contractor grants to the Corporation an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor intellectual property employed in the work product. Prior to employing the intellectual property of any third party, including subcontractors, in the work product, Contractor shall obtain on behalf of, and at no additional cost to, Corporation, an irrevocable non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of any such intellectual property employed in the work product. On behalf of itself and any of its personnel, Contractor hereby waives any and all rights it or any of them may have to claim authorship of, or to object to any modification or presentation of, any such work product.
7. **Prohibited Activities:** Contractor agrees and understands that in performing the above Scope of Work its activities shall not include:
- a. Carrying on propaganda or otherwise attempting to influence legislation (within the meaning of Section 4945 (d)(1) of the Internal Revenue Code);
  - b. Attempting to influence the outcome of an specific public election or to carry on, directly or indirectly, any voter registration drive (with the meaning of Section 4945 (d)(2) of the Internal Revenue Code);
  - c. Failing to comply with the requirements of Sections 4945 (g) of the Internal Revenue Code (if applicable); and
  - d. Carrying on, if Contractor is a nonprofit organization, any activity other than religious, charitable, scientific, literary, educational, or the preventing of cruelty to animals (within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code).
8. **General Provisions:**
- a. **Termination:** With or without cause, Corporation may terminate this Agreement at any time with five (5) calendar days prior notice to Contractor. Contractor may terminate this Agreement for cause with fifteen (15) calendar days prior written notice to Corporation. In the event of termination by Corporation or Contractor, Corporations liability shall be limited to the reimbursement of Contractor’s reasonable expenses and consulting services which were incurred prior to the

effective date of the termination. For the purposes of this section, “cause” is defined as the material failure of either party to perform its responsibilities as set forth in this Agreement.

- b. Availability of Funds: Corporation is dependent on receipt of grant and/or contract funding for work covered by this Agreement. This Agreement is subject to the continued availability of such funding and the timely receipt of funds from organizations providing the grant and/or contract funding. Corporation shall keep Contractor apprised of funding status for the project.
- c. Survival of Obligations: Expiration of the term or termination of this Agreement shall not affect any rights or obligations of the parties which have accrued as a result of this agreement.
- d. Relationship between Parties: This agreement is not transferable and may not be encumbered or assigned not the duties hereunder delegated without prior written consent of the Corporation. Contractor shall engage in the performance of the services hereunder as an independent contractor and shall not be deemed an agent or representative of Corporation. Nothing contained herein shall be construed in any manner to imply or create a relationship as partners, joint venturers, or of agency between the parties hereto.
- e. Limitation of Liability: In no event shall Corporation (including officers and employees thereof) be liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever related in any way to this Agreement or the services provided under this Agreement, whether based on contract, tort strict liability or otherwise and even if Corporation (or any officer, employee, or agent thereof) has been advised of the possibility of damages.
- f. Publicity: Through the term of this Agreement and thirty (30) day thereafter, Contractor shall issue no press release or other public announcement concerning materials produced and delivered to Corporation hereunder without the prior written permission of the Corporation’s representative. This does not preclude Contractor from referencing this work on a client list.
- g. Warranties by Contractor: Contractor represents and warrants to Corporation that:
  - i. It has the experience and ability to perform the services required by this Agreement;
  - ii. It will perform said services in a professional, competent and timely manner;
  - iii. It has the power to enter into and perform this Agreement; and
  - iv. Its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.
- h. Severability: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

- i. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to matters herein.
- j. Amendment: This Agreement and the rights and obligations under it may not be modified, amended, or waived, whether in whole or in part, except in written amendment signed by authorized representatives of both parties.
- k. Construction: This Agreement shall be construed without regard for which party was primarily responsible for the drafting of its terms.
- l. Notice: Any notice given by either party shall be writing and shall be deemed given upon actual delivery to the representatives of the other party at the addresses identified above.

IN WITNESS WHEREOF, Client and Contractor have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**For Corporation: Metropolitan Portland Health Information Exchange**

\_\_\_\_\_  
 \_\_\_\_\_, Executive Director

\_\_\_\_\_  
 \_\_\_\_\_, President, Board of Directors (if appropriate)

**For Contractor:** \_\_\_\_\_

\_\_\_\_\_  
 Federal Tax ID or SS# \_\_\_\_\_

## Appendix G: Estimated Costs

<b>MPHIE COST ESTIMATE</b>		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>MPHIE Staffing</b>	Salary Rate	FTE	FTE	FTE	FTE	FTE	FTE	Salary	Salary	Salary	Salary	Salary	Salary
Executive Director (CEO)	120,000	0.50	1.00	1.00	1.00	1.00	1.00	60,000	120,000	120,000	120,000	120,000	120,000
Product/Program Manager (CTO/COO)	100,000	0.50	1.00	1.00	1.00	1.00	1.00	50,000	100,000	100,000	100,000	100,000	100,000
Office admin support	30,000	0.60	0.60	1.00	1.00	1.00	1.00	18,000	18,000	30,000	30,000	30,000	30,000
Implementation coordinator	80,000	0.50	1.00	1.00	1.00	1.00	1.00	40,000	80,000	80,000	80,000	80,000	80,000
Subtotal Salaries		2.10	3.60	4.00	4.00	4.00	4.00	168,000	318,000	330,000	330,000	330,000	330,000
Fringe Benefits		28%	28%	28%	28%	28%	28%	47,040	89,040	92,400	92,400	92,400	92,400
Subtotal Personnel Cost								215,040	407,040	422,400	422,400	422,400	422,400
<b>Contracted Services</b>													
Interim Executive Director	153,600	0.50						76,800	-	-	-	-	-
Interim Technology Officer	128,000	0.50						64,000	-	-	-	-	-
Physician Liaison (CMO)	160,000	0.40	0.40	0.25	0.25	0.25	0.25	64,000	64,000	40,000	40,000	40,000	40,000
Subtotal Contracted Services		1.40	0.40	0.25	0.25	0.25	0.25	204,800	64,000	40,000	40,000	40,000	40,000
<b>Other Operating Expense</b>	Cost Factor												
Space rental	1000 square feet @ \$20 per square foot per year							20,000	20,000	20,000	20,000	20,000	20,000
PC, printer, desk, chair, files, etc	\$4,000 per employee for year 1, 20% thereafter							16,000	3,200	3,200	3,200	3,200	3,200
Office/desktop software	\$1,000 per FTE per year							2,100	3,600	4,000	4,000	4,000	4,000
Telephone-cell phone	\$100 per FTE per month							2,520	4,320	4,800	4,800	4,800	4,800
Internet access/connectivity	\$100 per FTE per month							2,520	4,320	4,800	4,800	4,800	4,800
Website support & storage	\$200 per month							2,400	2,400	2,400	2,400	2,400	2,400
Supplies and services	\$100 per FTE per month							2,520	4,320	4,800	4,800	4,800	4,800
Copying and printing	\$100 per FTE per month							2,520	4,320	4,800	4,800	4,800	4,800
Subscription and memberships	\$2,000 per year							2,000	2,000	2,000	2,000	2,000	2,000
Meeting expenses – board/committees	\$2,000 per year							2,000	2,000	2,000	2,000	2,000	2,000
Travel & professional meetings	\$2,000 per trip, 10 trips per year							20,000	20,000	20,000	20,000	20,000	20,000
Payroll and accounting services	\$300 per month							3,600	3,600	3,600	3,600	3,600	3,600
Audit, legal, professional services								25,000	25,000	25,000	25,000	25,000	25,000
Insurance - general liability/E&O								12,000	20,000	24,000	24,000	24,000	24,000
Insurance - product liability								12,000	20,000	24,000	24,000	24,000	24,000
Other Expenses								2,980	9,880	8,200	8,200	8,200	8,200
Subtotal Other Operating Costs								130,160	148,960	157,600	157,600	157,600	157,600
<b>Total MPHIE Operations Costs</b>								<b>550,000</b>	<b>620,000</b>	<b>620,000</b>	<b>620,000</b>	<b>620,000</b>	<b>620,000</b>
<b>Special Program Support</b>													
Consumer Engagement								200,000	200,000	200,000	200,000	200,000	200,000
Adoption Support								200,000	200,000	200,000	200,000	200,000	200,000

Total Special Programs								400,000	400,000	400,000	400,000	400,000	400,000
<b>ASP Services Contract</b>								2,450,000	2,380,000	2,380,000	2,380,000	2,380,000	2,380,000
<b>TOTAL COST ESTIMATE</b>								<b>3,400,000</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>3,400,000</b>



## Appendix H: Evaluation Metrics

### Operational and Implementation Metrics (Years 1-2)

Key Performance Indicator	Measurement (To be Trended)	6 mth Expected Value
Funders Committed	funders committed / funders expected (6)	100%
Data Sharing Agmt Signed	Orgs signed / Orgs expected (10)	90%
Staff Hired	Staff hired / staff expected (4)	100%
Interfaces Built	Interfaces built / interfaces expected	
Patients in MPI	Patients / patients expected (1.6mil)	60%
Users Authorized	Users authorized / users expected (2500)	85%
Documents Listed in RLS	Docs listed / expected doc volume	

### Workflow Metrics (Years 2-5)

Key Performance Indicator	Measurement (To be Trended)	Expected Value
HIE available to Physicians & staff	HIE portal on desktops / number of desktops	60% w/in 2 years
Physicians & staff trained	Attendees / expected attendees	75% w/in 1 year
Physician Overall Usage	Physician use once per week/Physicians registered	50% w/in 2 years
Demographic Usage	Physician retrieval of demographics / total visits	30% w/in 2 years
Faxing reduced	Faxes / baseline by organization	40% w/in 2 years
Phone calls for results reduced	Results calls / baseline	40% w/in 2 years
Reduction in lab tests	lab tests / baseline	

### Clinical Usefulness Metrics (Years 2-5)

<b>Key Performance Indicator</b>	<b>Measurement (To be Trended)</b>	<b>Expected Value</b>
Physician Satisfaction	Survey	
Patient Satisfaction	Survey	

### Overall Success Metrics (Years 5+)

<b>Key Performance Indicator</b>	<b>Measurement (To be Trended)</b>	<b>Expected Value</b>
Financially self sustaining	Revenue / expenditures for existing services	
Investment in new functionality	Additional Money invested	
Reduction in cost	Plan expenditure on labs / baseline	