

**Reliance eHealth Collaborative**  
**Subscription Agreement No. 1: PDMP Gateway Service**

A. Jefferson Health Information Exchange dba Reliance eHealth Collaborative (“Reliance”) and the undersigned health care provider (“Member”) collaborate, coordinate and implement services within a Health Information Exchange operated by Reliance (“HIE”). For purposes of this arrangement Reliance and each of its Members have entered into a Business Associate Agreement (“BAA”).

B. Members may enter into one or more Subscription Agreements for one or more HIE-related Services offered by Reliance (“Services”). In such event the Subscription Fee Schedule (“Schedule”) published by Reliance provides the terms for payment of Fees for the Service and the Services is provided subject to the BAA.

C. This Subscription Agreement (“Agreement”) describes a Service offered by Reliance to Members. The Member may accept this offer by executing and returning a counterpart of this Agreement to Reliance.

**1. Definitions:**

a. Terms defined in the Schedule and the BAA shall have the same definition in this Agreement.

b. Terms defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) or their implementing regulations shall have the same definition in this Agreement.

c. The following additional definitions apply under this Agreement:

(i) Authority means the Oregon Health Authority.

(ii) Authorized Users means Pharmacists, Prescribing Health Care Practitioners and their Delegates in the Member’s Workforce who meet the eligibility requirements for PDMP use.

(iii) Delegate means a member of staff of a Prescribing Health Care Practitioner or Pharmacist who is authorized by the Practitioner or Pharmacist to access the Gateway System on his or her behalf regardless of the Delegate’s possession of licensure as a healthcare professional at a level other than prescriber or pharmacist.

(iv) Gateway Service means a data communication service maintained by the Oregon Health Authority for purposes of access to data from the Prescription Drug Monitoring Program.

(v) Health Information Technology System means the HIE as approved for access to the Gateway Service.

(vi) PDMP means the Prescription Drug Monitoring Program operated by the Oregon Health Authority.

(vii) PDMP Data means prescription history information maintained by the Oregon PDMP under ORS 431A.855 to 431A.900.

(viii) Pharmacist means individual licensed as a pharmacist with the Oregon Pharmacy Board, and has the meaning given that term in ORS 689.005 but does not include a pharmacy in an institution as defined in ORS 179.010.

(ix) Prescribing Health Care Practitioner means an individual with prescribing privileges as granted by an Oregon health professional regulatory board, as defined in ORS 676.160 and ORS 431.960, specifically the Oregon Boards of Medicine, Dentistry, Optometry, Nursing, and Naturopathy.

## **2. Service Description.**

a. The Gateway Service provides online access to PDMP Data. Pharmacists and other Prescribing Health Care Practitioners and their authorized Delegates may be eligible to be enrolled as Authorized Users permitted to use the Gateway Service.

b. The Gateway Service may be accessed through Health Information Technology Systems operated by organizations which are Approved Entities.

c. Reliance is an Approved Entity, and its HIE includes a Health Information Technology System for access to the Gateway Service.

d. Under the terms of this Agreement and the BAA the Member may make the Gateway Service available to Pharmacists and Prescribing Health Care Providers and their Delegates in its Workforce through the HIE.

## **3. Fee Terms.**

The first year of the service is provided at no charge. Dependent upon State funding availability to offset Reliance's cost to maintain this service; there may be a fee for future years. Should the fee be prohibitive, the Member may terminate this agreement as defined in section 4 below.

## **4. Subscription Term and Termination:**

a. The Term of this Agreement and the Subscription to the Service shall begin on the date a signed counterpart of this Agreement is received by Reliance, and continue until terminated as provided in Section 3(b).

b. This Agreement and the Subscription shall be terminated as follows:

(i) Upon the termination of the BAA for any reason.

(ii) By the Member without cause, or in the event of a modification of the Service or Fee increase by Reliance, upon sixty (60) days' written notice.

(iii) Upon the termination of the Service by Reliance as provided in Section 3(c) below.

(iv) By the non-breaching party in the event of a breach of this Agreement which can be cured by action of the breaching party ("Curable Breach"). In the event of a Curable Breach the non-breaching party shall give written notice identifying the breach and demanding a cure. In the event that the breaching party fails to cure the breach within thirty (30) days of such notice, or if the breach by its nature is not reasonably susceptible to cure within thirty (30) days fails to commence and diligently pursue a cure

within such time period, the non-breaching party may terminate this Agreement and the Subscription effective upon written notice.

c. Reliance may terminate or modify the Service, or increase the Fees, at any time upon no less than ninety (90) days' notice to the Member. In the event of a Service modification or Fee increase, the Member will be deemed to have accepted it if the Member does not terminate this Agreement as provided in Section 3(b)(ii) above.

d. The termination of this Agreement shall not terminate the BAA.

#### **5. Member Obligations.**

During the term of the Subscription the Member shall:

a. Provide an appropriate Information System interface to the HIE for its Authorized Users which supports their access to the HIE and the Gateway Services.

b. Ensure the security of the Information Systems used to access the HIE and the Gateway Services by its Authorized Users, and the facilities in which such Information Systems are housed and used, by HIPAA and HITECH and their implementing regulations, and by other applicable federal and state laws.

c. Ensure that its Pharmacists and Prescribing Health Care Practitioners have and maintain the licensure and privileges required for such status at all times that they are acting as Authorized Users.

e. Ensure that any Delegates who act as Authorized Users are authorized by a Pharmacist or Prescribing Health Care Practitioner in its Workforce who has an active PDMP account, at all times that they are acting as Authorized Users.

f. Notify Reliance immediately in the event that an Authorized User's status changes so that he or she no longer meets the applicable requirements for an Authorized User.

g. Notify Reliance immediately in the event the Member reasonably believes its Information System and/or any of its Workforce's Authorized Users' accounts may have been used to access, or attempt to access, the Gateway Service through the HIE.

h. Implement policies and procedures limiting the use of PDMP Data to Treatment of the patient who is the subject of the data.

i. If the Member retains PDMP Data for audit purposes, ensure that it is maintained in static form and not retained in a format in which it may be accessible for future inquiry unrelated to audit purposes.

j. If Authorized Users retain PDMP Data for purposes other than audit, ensure that it is maintained only in the applicable patient's medical records.

#### **6. Reliance Obligations.**

During the term of this Agreement Reliance shall:

a. Maintain its status as an Approved Entity with the Authority and comply with the obligations of an Approved Entity under Oregon law.

- b. Maintain a Health Information Technology System as part of its HIE, which connects the Gateway Service and the Member's Information System interface to the HIE.
- c. Maintain the security of the HIE and the privacy and security of all PDMP Data maintained or transmitted through the HIE to and from the Member's Health Information Technology System, as required by HIPAA and HITECH and their implementing regulations, and by other applicable federal and state laws.
- d. Monitor the HIE for potential unauthorized access from the Member's Information System to the Gateway Service. The Member acknowledges that Reliance depends upon information from the Member, Authorized Users, the Gateway Service provider and the Authority to determine whether activity using an Authorized User's account may not be authorized.
- e. Immediately investigate any notification from the Authority, the Gateway Services, the Member or an Authorized User that the Member's Information System and/or any of its Workforce's Authorized Users' accounts may have been used by an unauthorized person or process to access, or attempt to access, the Gateway Service through the HIE.
- f. Immediately investigate any Security Incident affecting the HIE which may materially compromise the security of the Gateway System or the Member's Information System, or may entail or permit unauthorized access to PDMP Data or the Gateway Service.
- g. Notify the Member of Security Incidents, unauthorized access to PDMP Data, and Breaches as provided in the parties' BAA.

**7. Additional Services Terms and Conditions.**

All Authorized Users shall comply with the following requirements:

- a. All Pharmacists, Prescribing Health Care Practitioners and Delegates shall enroll in the PDMP as required by the Authority.
- b. All Pharmacists, Prescribing Health Care Practitioners and Delegates shall comply with all terms and conditions for use of the PDMP and Gateway Service published by the Authority, the Gateway Service Provider and Reliance.
- c. All Pharmacists, Prescribing Health Care Practitioners and Delegates shall comply with all their Member's policies and procedures for use of the Member's Health Information Technology System, the HIE and the Gateway Service.

**8. Interpretation.**

- a. The Schedule and BAA are hereby incorporated by reference.
- b. The Schedule, the BAA and this Agreement shall be interpreted as an integrated set of agreements, provided that any ambiguity or material conflict between any of their provisions shall be resolved as follows: (i) The provisions of the BAA shall control all other provisions, and (ii) the provisions of the Schedule shall control the provisions of this Agreement.
- c. This Agreement shall be interpreted consistently with federal law applicable to the parties, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health

Act of 2009 (“HITECH”) and their implementing regulations, as well as other applicable federal and Oregon state laws.

**9. Counterparts; Electronic Copies.**

This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original document. Either or both parties may retain electronic counterparts as originals, provided that such counterparts are secured against alteration and time-stamped.

Jefferson Health Information Exchange dba Reliance eHealth Collaborative	Member: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____