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Oregon PDMP Gateway Service Use Agreement

This Participation Agreement ("Agreement") is entered into between participating approved entity ("Approved Entity") and the Oregon Health Authority ("Authority").

I. PURPOSE

The Authority may allow an Approved Entity to access Oregon Prescription Drug Monitoring Program (PDMP) data through a health information technology system, like an electronic health record (EHR). ORS 431A.865 (as amended by 2016 Oregon Laws, Chapter 100). This Agreement sets out the responsibilities for the Approved Entity and the Authority for such access.

Accordingly, Authority and Approved Entity agree as follows:

II. DEFINITIONS

The following terms will have the corresponding meanings when used in this Agreement.

- **Approved Entity** means an eligible entity that has been approved by the Authority to connect to a health information system to the prescription monitoring data integration solution.
- **Authorized Users** means pharmacists, prescribing health care practitioners and their delegates within an Approved Entity who meet the eligibility requirements for PDMP use.
- **Controlled Substance** means a prescription drug classified in Schedules II through IV under the Federal Controlled Substances Act, 21 U.S.C. 811 and 812, as modified under ORS 475.035.
- **Delegate** means a member of staff of a practitioner or pharmacist who is authorized by the practitioner or pharmacist to access the 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.
- **Eligible entity** means an organization or entity that operates, or provides or makes available a Health Information Technology System to a practitioner or pharmacist or a member of the practitioner's or pharmacist's staff.
- **Gateway Service** means a data communication service (including but not limited to an Application Programming Interface (API)), that facilitates the

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transmission of requests for, and retrieval of PDMP data.

- **Health Information Technology System** means an information processing application using computer hardware and software for the storage, retrieval, sharing and use of health care information, data and knowledge for communication, decision-making, quality, safety and efficiency of a clinical practice.
- **PDMP Data** means prescription history information maintained by the Oregon PDMP under ORS 431A.855 to 431A.900.
- **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.
- **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.
- **Prescription Drug** has the meaning given that term in ORS 689.005.
- **Protected Health Information ("PHI")** means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 160.103, and any amendments thereto, received from or on behalf of the Agency.
- **Requirements** means:
 - Applicable laws established from time to time by the state, including but not limited to laws concerning PDMP access or permitted uses of PDMP data;
 - Applicable laws established from time to time by the federal government; or
 - Other requirements as issued by the Service Provider related to the Gateway Service.

III. APPROVED ENTITY RESPONSIBILITIES

A. Health Information Technology System Connection to Gateway Service

1. Approved Entity is responsible for working with its Health Information Technology System vendor and the Gateway Service provider (Appriss Health) to develop, establish and maintain the technical interface necessary for connection to

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Gateway Service. All related costs charged by Health Information Technology System vendor are the responsibility of Approved Entity. Approved Entity may contact Appriss Health to initiate connection to Gateway Service.

To begin visit: <https://info.apprisshealth.com/ehrrequest>

2. All user fees for access to Gateway Service charged by Gateway Service provider are the responsibility of the Approved Entity. Approved Entity may, in its discretion, pass these costs on to any Authorized Users as well as an appropriate administrative fee.

B. System Operating Requirements

1. The Approved Entity will provide Authorized Users the ability to access its Health Information Technology System.

2. A unique Health Information Technology System user account is required for each Authorized User with a user name and password to login.

3. The Approved Entity's Health Information Technology System must comply with state and federal privacy and security regulations.

C. System Users

1. The Approved Entity is responsible for recruiting and notifying eligible PDMP system users about PDMP account registration.

2. Only individuals authorized by rule and who hold active Prescription Drug Monitoring Program accounts are authorized to receive results from the Prescription Drug Monitoring Program using a Health Information Technology System.

3. Authorized users must:

- a. Have a valid license;
- b. Be authorized by the Authority to access PDMP Data in accordance with applicable law;
- c. Only access or use PDMP Data for health care decision-making; and
- d. Properly authenticate to the Oregon PDMP as required, when seeking to query patients.

4. The Approved Entity shall ensure that authorized users are informed of the requirements of the Health Insurance Portability and Accountability Act of 1996 and other state and federal privacy and security laws.

D. Permitted Purposes for Accessing PDMP Data

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1. The Approved Entity may use the Gateway Service to retrieve PDMP data only for the purposes of individual patient treatment and for prescribers to monitor the dispensing of prescriptions under their DEA licensure.

2. The Approved Entity may not receive, create, use or disclose PHI or confidential information except as follows:

- To facilitate the transmission of PHI from the Oregon PDMP to the Eligible and Approved Entity in accordance with ORS 431A.855-431A.900.
- If necessary for the proper management and administration of the Approved Entity or to carry out legal responsibilities of the Approved Entity if such use or disclosure is in compliance with privacy and security laws, and ORS 431A.855 – 431A.900 and OAR 333-023-0805 through OAR 333-023-0830.

E. Retention of PDMP Data

1. The Approved Entity may not retain patient prescription monitoring information in the Health Information Technology System or other places except for the purpose of audits and the maintenance of patient records.

2. For the purpose of audits, patient prescription monitoring information retrieved by the Health Information Technology System may be retained in static form only, and not retained in formats that may be accessible for future inquiry unrelated to audit purposes.

3. For the maintenance of patient records, authorized Prescription Drug Monitoring Program users accessing patient prescription records through Health Information Technology Systems may capture and record patient prescription monitoring information in the patient record.

F. General Requirements

The Approved Entity must:

1. Participate in periodic audit activities of the Prescription Drug Monitoring Program use with the Authority.

2. Approved Entity will offer periodic privacy and security training, in accordance with Approved Entity's policies and procedures, to users of the Health Information Technology Systems that connect with the Prescription Drug Monitoring Program.

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IV. OHA RESPONSIBILITIES

The Authority will:

- A. Provide and maintain a data connection between Oregon PDMP and PMP Interconnect to allow for the provision of Gateway Services.
- B. Process completed PDMP system user account registrations.
- C. Maintain requirements set forth in the Oregon PDMP Terms and Conditions of Account Use.
- D. Periodically audit use of the PDMP system.

V. TERM AND TERMINATION

A. Term

- 1. This Agreement shall be effective upon the signature of both parties and shall remain in effect for a period of 24 months and reviewed annually by the Authority unless terminated in accordance with the provisions below.

B. Termination

- 1. The Authority may terminate this Agreement if at any time it determines that the Approved Entity has violated a material term of this Agreement. In the alternative, the Authority may, at its sole discretion, take any action provided in this Agreement, may suspend this Agreement, or may allow the Approved Entity a reasonable period of time to cure before termination, when such action is determined to be in the Authority's best interest. This paragraph shall in no way alter, amend, limit or change the terms and conditions in this Agreement as they relate to performance of this Agreement, and shall solely relate to violation of the terms of this Agreement.
- 2. The Approved Entity may terminate this agreement, without cause, upon not less than thirty (30) days prior written notice to the Authority.

C. Effect of Termination

Upon termination or expiration of this Agreement:

- 1. Use of the Gateway Service will immediately cease; and
- 2. All obligations concerning such Gateway Service will cease.

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D. Survivorship

1. The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement.

APPROVED ENTITY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT APPROVED ENTITY HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved Entity

Organization Name

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

State of Oregon acting by and through its Oregon Health Authority

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date