

Agreement Number **128927**
OHSU #SOS-2010-1121

**State of Oregon
Network And Information Systems
Intergovernmental Access Agreement**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation and electronic format. To request an alternate format, please send an e-mail to DHS.Forms@state.or.us or contact the Office of Document Management at (503) 378-3523, and TTY at 503-378-3523.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS or Receiver," and

**Oregon Health & Science University
Contracting Services Group
Debbie Goss**

3181 SW Sam Jackson Park Rd, MC104

Portland, Oregon, 97239

Phone number: 503-494-4768

Fax number: 503-494-6937

Email address: goss@ohsu.edu

Agency's home page URL: <http://www.ohsu.edu/poison/index.htm>
hereinafter referred to as "Grantor".

Work to be performed under this Agreement relates principally to the DHS'

Public Health Division (PHD)

800 NE Oregon St.

Portland, OR 97232

Agreement Administrator: Barbara Progulske or Designee

Telephone: 971-673-1006

Fax: 971-673-1100

Email: Barbara.a.progulske@state.or.us

I. PURPOSE

The purpose of this Agreement is to define the roles and responsibilities of the parties when accessing information, networks, and systems of either party; to identify which party is receiving the access/information Receiver and which party is providing the access/information Grantor, and to identify the information/system access required.

II. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on March 1, 2009, date regardless of the date on which all parties have signed and shall remain effective until February 28, 2012. The parties may extend this agreement in two or three year increments by written amendment to this agreement.

III. RESERVATION OF RIGHTS / TERMINATION

This Agreement may be terminated at any time by mutual consent of the parties.

This Agreement may be terminated by either party upon delivery of 30 days written notice of the other party.

Grantor of the access/information reserves the right to immediately revoke the Access granted through this Agreement for failure to comply with the requirements of this Agreement.

Grantor of the access/information reserves the right to terminate this Agreement or modify access to the information if there are changes or revised interpretations in federal or state laws, rules, or regulations, or if Grantor of the access has changes in policies that require such change.

The Receiver of the access/information agrees to provide the Grantor of the information/access, as requested, access to Receiver's officers, agents, contractors, subcontractors, employees, facilities and records necessary to determine:

- Receiver's compliance with the terms and conditions of this Agreement;
- Whether or not to continue to grant Access, in whole or in part, under this Agreement;
- Any additional information the Grantor of the access/information may require to meet any state or federal laws, rules and regulations regarding use and disclosure;
- Receiver's documentation of a written security risk management plan.

In the event the Receiver fails to abide with the above requirement, the Grantor of the access/information reserves the right to immediately revoke the access granted through this Agreement.

IV. INDEMNITY / INSURANCE

The Parties shall be responsible exclusively with respect to their own employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Each party shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.160-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

V. DOCUMENTS

This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

1. Exhibit A: Roles and Responsibilities
2. Exhibit B: Grantor Data Certification
3. Attachment 1: Defined Purpose of original Agreement March 1, 2009

There are no other documents unless specifically referenced and incorporated in this Agreement.

VI. CONFIDENTIALITY, PRIVACY, AND SECURITY of DHS INFORMATION ASSETS

A. Confidentiality of Client Information

1. All information as to personal facts and circumstances obtained by the Receiver on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of aggregate information in summaries, statistical, or other form, which does not identify particular individuals, notwithstanding Attachment #1 of this Agreement, Grantor will be notified by Receiver prior to release of said aggregate data.
2. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
3. Grantor, Receiver and any subcontractor will share information as necessary to effectively serve Receiver's clients.
4. Receiver acknowledges that Grantor is a public corporation and is subject to the Oregon Public Records Law (ORS 192). Without limiting the foregoing, Receiver acknowledges that any of information

given by receiver to Grantor is a public record subject to disclosure under the Oregon Public Records Law.

B. Information Privacy/Security/Access

If the Work performed under this Agreement requires the parties or their subcontractor(s) to have access to or use of any computer system or other Information Asset for which the parties imposes security requirements, and grant the other party or its subcontractor(s) access to such Information Assets or Network and Information Systems, the parties shall comply and require all subcontractor(s) to which such access has been granted to comply with the respective party's security standards and policies so long as those standards and policies are shared with the complying party prior to sharing of the Information Asset or Information System. For the DHS this compliance information may be found in OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

The parties further agree to share any changes to policy, or requirements with the other party within 3 days of the change. The parties agree to provide contact information for the reporting of security incidents or breaches. For DHS the contact information is found in the OAR listed above.

VII. AGREEMENT CONTACTS

DHS/Receiver: Public Health Division
Barbara Progulske
800 NE Oregon Street, Suite 772
Portland, OR 97232
Phone number: 971-673-1006
Fax Number: 971-673-1100
Email: barbara.a.progulske@state.or.us

Grantor: Agreement Administrator

OHSU
Contracting Services Group, MC104
Debbie Goss
3930 SW Macadam Avenue
Portland, Oregon 97239
Phone number: 503-494-4768
Facsimile number: 503-494-0615

goss@ohsu.edu

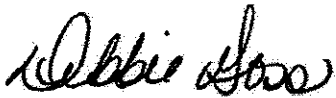
With copy to:

Oregon Poison Center
Sandy Giffin
3181 SW Sam Jackson Park Road
Portland, OR 97239
Phone number: 503-494-6077
Facsimile number: 503-494-0615
Email: giffin@ohsu.org

VIII. SIGNATURES

THIS CONTRACT, INCLUDING ALL ATTACHMENTS REFERENCED HEREIN, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, CONTRACTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE SIGNED BY ALL PARTIES AND SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE CONTRACT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS CONTRACT.

AGENCY



Authorized Representative

3/18/10

Date

DEPARTMENT of HUMAN SERVICES



Authorized Representative

3/21/2010

Date

DHS Contracts

Date

ADDITIONAL REVIEW:

N. Pope

4/21/10

Date

Date

EXHIBIT A

ROLES AND RESPONSIBILITIES

I. DEFINITIONS

- **"Access"** means access to any combination of Client Records, Information Assets, and Network and Information Systems.
- **"Client Record(s)"** means any client, applicant, or participant information regardless of the media or source, provided by the Grantor to the Receiver.
- **"User"** means any individual authorized to access Network and Information Systems and who has an assigned unique log-on identifier.
- **"Individual User Profile (IUP)"** refers to a DHS form used to authorize a User, identify their job assignment and the required access to DHS Network and Information System(s). It generates a unique alpha/numeric code used to access the DHS Network and Information Systems. *(NOTE: The Grantor may have a similar process to be used when granting DHS access to their information.)*
- **"Network and Information System(s)"** is the computer infrastructure which provides personal communications; Client Records; regional, wide area, and local networks; and the internetworking of various types of networks.
- **"Information Asset(s)"** refers to all information provided through the Grantor, regardless of the source, which requires measures for security and privacy.
- **"Incident"** is a threat or event that compromises, damages, or causes a loss of confidential or protected information (e.g., unauthorized disclosure of information, failure to protect user ID's, theft of computer equipment or Client Records, etc.)

II. ACCESS CONTROL

If required for access, the Grantor agrees to promptly review requests, including forms such as the IUP, and will:

- Notify the Receiver of the approval or denial of its request for each User for whom Access has been requested;
- Provide any unique log-on identifier required for approved Access;
- Ensure that updates to approved inquiry processes and instructions are provided to Receiver.

Receiver agrees to complete any forms (such as the IUP) for each person for whom Access is requested. The original shall be kept in a secure location. The form shall be provided to the Grantor upon request.

No User shall access data for any purpose other than those specifically authorized under this Agreement.

Except as otherwise specified or approved by the Grantor neither the Receiver nor its Users shall modify, alter, delete, or destroy any Information Assets.

The Receiver shall immediately notify the Grantor when the Receiver, or its Users, no longer require Access whether due to changes in their individual duties or due to changes in the Receiver's programs covered under this Agreement.

III. SECURITY

The Receiver shall have established privacy and security measures in place that meet or exceed the standards set in laws, rules, and regulations, and that are applicable to Users regarding the safeguarding, security and privacy of Client Records, all Information Assets, regardless of the media, and all Network and Information Systems.

The Receiver shall prevent any unauthorized access to the Grantor's Network and Information Systems by its Users. The Receiver shall ensure the level of security and privacy protection required in accordance with this Agreement is documented in a security risk management plan. The Receiver shall make its security risk management plan available to the Grantor for review upon request.

The Receiver shall maintain security of equipment and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced through this Agreement to prevent inadvertent destruction or loss, ensure proper disposal when the authorized use of that information ends, consistent with the record retention requirements otherwise applicable to this Agreement.

IV. USER DISCLOSURE OF INFORMATION

Wrongful use or disclosure of Information Assets by the Receiver or its Users may cause the immediate revocation of the access granted through this Agreement, in the sole discretion of the Grantor, or the Grantor may specify a reasonable opportunity for the Receiver to cure the unauthorized use or disclosure and end the violation, and terminate access if the Receiver does not do so within the time specified by the Grantor. Legal actions also may be taken for violations of applicable regulations and laws.

The Receiver shall immediately report any Incidents involving Access addressed in this Agreement to the Grantor. The Receiver shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing a privacy or security Incident. This requirement applies regardless of whether the Incident was accidental or otherwise.

The Receiver and its Users shall comply with all federal and state laws, rules, and regulations applicable to the privacy, confidentiality, or security of Access, including HIPAA. The Receiver shall have established privacy and security measures in place that meet or exceed the standards set in OAR 407-014-0300 through OAR 407-014-0320.

The use and disclosure of any Access is strictly limited to the minimum information necessary to perform the required services.

V. SUBCONTRACTING

The Receiver shall ensure all subcontractors are held to the same requirements as the Receiver regarding Access.

VI. COSTS

Each party to this Agreement will bear their own cost, if any, related to obtaining Access.

EXHIBIT B
GRANTOR DATA AND CERTIFICATION

- I.** Grantor Tax Identification and Insurance Information. Grantor shall provide Grantor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information:

Name (exactly as filed with the IRS) Oregon Health & Science University_____
Address 3930 SW Macadam Ave., Mail Code: MC104, Portland, OR 97239
Telephone: (503) 494-4768____ Facsimile: (503) 494-6937____

- II.** Certification. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
- A.** The number shown in Section I. is Grantor's correct taxpayer identification and all other information provided in Section I. is true and accurate; and
 - B.** Grantor is not subject to backup withholding because:
 - 1.** Grantor is exempt from backup withholding;
 - 2.** Grantor has not been notified by the IRS that Grantor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - 3.** The IRS has notified Grantor that Grantor is no longer subject to backup withholding.

NOTE: This page will be redacted for purposes of Public Records requests in accordance with Public Records request laws.

ATTACHMENT # 1

This agreement provides for the limited use of Oregon Poison Center (Grantor) data by the Oregon Department of Human Services (Receiver) to detect and monitor events of public health importance, including chemical, biological, radiological and nuclear incident exposures; to ensure detection of reportable conditions (e.g., mushroom, paralytic shellfish exposures, pesticides, etc.); and to ensure appropriate disaster response management, including call center surge capacity for tracking adverse events to emergency countermeasures such as vaccines, antibiotics or antiviral medications; AND, the use by Grantor of Receiver's resources during a disaster, or similar public health emergency, including timely consultation with subject matter experts regarding patient management, and reimbursement (under a separate agreement, and following FEMA guidelines) for surge capacity needed for caller triage and information management and sharing.

A disaster or emergency may be undeclared or the Governor or Governor's designee may declare a state of emergency under Oregon Revised Statutes (ORS) 401.055 to 155, a public health emergency under ORS 433.441 to 452 or issue approval of one or more public health actions under ORS 431.264.

A. Overview:

This Agreement allows Receiver access to Grantor's data; it also establishes the understanding for coordination of efforts between Grantor and Receiver during public health emergencies.

The Grantor (Oregon Poison Center) serves as an emergency information and resource center for the public and health care professionals 24 hours a day/seven (7) days a week. Its service area includes residents of Oregon, Alaska and Guam. The Grantor handles almost 70,000 calls a year related to poisonings, toxic exposures, and information requests. Data are entered into a database called Toxicall©.

Data are available to Receiver through a direct data feed from the Grantor and through the National Poison Data System (NPDS), a web-based application that aggregates data from all regional poison centers and allows users to query data, conduct fatality case management and utilize an alerting system for surveillance.

B. Commitments:

1. Receiver shall:
 - a. In cooperation and coordination with Grantor, help implement and maintain the data exchange mechanisms involved in this effort through the use of appropriate and secure internet technologies.
 - b. Guarantee the security of information provided by the Grantor and limit access to this information to those with administrative rights as

determined by Receiver and Grantor.

- c. Guarantee the accuracy of Grantor data to be published, presented to or shared with non-users by coordinating all reports and presentations with the Grantor.
- d. Define the data fields and case information from Toxicall© or the NPDS database, or both, necessary to: 1) identify events of public health importance, and 2) assess needs and implement control strategies for disaster-affected populations.
- e. Provide 1) support to Grantor during public health incidents as subject matter expert consultations; 2) public information messages; and 3) (under a separate agreement) reimbursement, under FEMA guidelines, for services rendered to the State of Oregon during a governor declared or state public health emergency, in which the Grantor is fulfilling a mission of Receiver.

2. Grantor shall:

- a. Agree to provide Receiver's Public Health Division access to data from Toxicall© and NPDS, as determined by this data use agreement between the parties in accordance with respective information security policies.
- b. Agree to provide identifying information or case notes, or both, for patients who may be an event of public health importance, as determined by Receiver and allowable within the Health Insurance Portability and Accountability Act. (45 CFR 164.512(b))
- c. Use the Toxicall© database to track cases for exposure status and adverse events.
- d. Triage calls; and take all calls directed to the Grantor during emergencies
- e. Agree that Receiver may integrate or otherwise manipulate, Grantor data with other data sources to allow effective emergency management. Receiver agrees not to corrupt or affect the Grantor data or systems when performing this function.