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(503) 494-1454

## Washington All-Payer Claims Database (WA-APCD) Review & Reconsideration Process

### Portal Access Agreement

Please find attached the Portal Access Agreement that all users from provider organizations must electronically sign before being granted access to the WA-APCD review and reconsideration (R&R) portal.

**This agreement describes important legal responsibilities that your organization assumes when using the WA-APCD R&R portal. Please review it carefully before your first login and seek additional review as desired from others in your organization.**

We are providing the Portal Access Agreement in advance so that when the WA-APCD R&R portal is available in mid-January you can execute this agreement knowingly as part of the portal login.

To ensure the accuracy of your organization's performance results, the portal allows provider organizations to review and request corrections specific to individual patients and practitioners. The attached Portal Access Agreement provides strong protections for this protected health information (PHI) by binding portal users to strict terms of use for this data.

By clicking "I Agree" for this agreement in the portal, you will be:

- Representing that you, as an individual, are authorized to legally bind your organization to the portal access agreement, and
- Accepting, on behalf of your organization, responsibility for ensuring that all users from your organization will access portal data only for authorized review and reconsideration activities.

The WA-APCD is working hard to ensure that patient-level data in the portal is made available to a provider organization for its patients only. Due to reasons such as movement among patients and providers, there may be cases in which you inadvertently will have access to data for patients or providers not affiliated with your organization. Should this happen, this agreement obligates your organization (1) to avoid any further use of data for these particular patients or providers, and (2) to indicate that these patients or providers are unaffiliated.

If you have questions while reviewing the Portal Access Agreement, please contact the WA-APCD at (503) 494-1454 or via email at [wa-apcd@ohsu.edu](mailto:wa-apcd@ohsu.edu).

Thank you!



# Portal Access Agreement

## WA-APCD Performance Reporting Portal

**THIS PORTAL ACCESS AGREEMENT (THE "AGREEMENT") GOVERNS YOUR ACCESS TO AND USE OF THIS PERFORMANCE REPORTING PORTAL ("PORTAL") AND IS MADE AND ENTERED INTO BETWEEN ONPOINT HEALTH DATA ("ONPOINT"), YOU, THE ENTITY ON WHOSE BEHALF YOU ARE ACCESSING AND USING THE PORTAL, AND EACH CREDENTIALLED USER FROM THE ENTITY ON WHOSE BEHALF YOU ARE ACCESSING AND USING THE PORTAL (COLLECTIVELY AND INDIVIDUALLY "YOU" OR "YOUR" OR "AUTHORIZED ENTITY" AND, TOGETHER WITH ONPOINT, THE "PARTIES", AND EACH, A "PARTY").**

**AUTHORIZED ENTITY REPRESENTS AND WARRANTS THAT, AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, IT POSSESSES ALL RIGHTS, PERMISSIONS AND AUTHORIZATIONS NECESSARY TO ACCESS AND USE THE INFORMATION THAT IS MADE AVAILABLE TO IT THROUGH THE PORTAL. ONPOINT DISCLAIMS ANY RESPONSIBILITY FOR GRANTING YOU SUCH RIGHTS, PERMISSIONS AND AUTHORIZATIONS NECESSARY TO ACCESS OR USE THE INFORMATION.**

**BY ACCESSING AND USING THE PORTAL FOR THE PURPOSES SET FORTH BELOW, OR BY CLICKING "I AGREE," YOU AGREE TO ALL OF THE TERMS SET OUT IN THIS AGREEMENT, WHICH TERMS MAY BE MODIFIED FROM TIME TO TIME BY ONPOINT UPON NOTICE TO YOU. THE INDIVIDUAL CLICKING THE "I AGREE" BUTTON REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND YOU TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT CLICK THE "I AGREE" BUTTON AND CLOSE THIS WINDOW IMMEDIATELY.**

### RECITALS

A. The State of Washington Office of Financial Management ("OFM") is the sponsoring organization for the Washington All-Payer Health Care Claims Database ("WA-APCD").

B. OFM has entered into a contract with the Oregon Health & Science University ("OHSU"), pursuant to which OHSU has been engaged to perform certain services relating to the implementation and ongoing operation of the WA-APCD.

C. OHSU, in turn, has entered into a data services agreement with Onpoint Health Data ("Onpoint"), pursuant to which Onpoint is engaged as a subcontractor to perform certain data management and reporting services that OHSU is obligated to subcontract to a data vendor under its contract with OFM.

D. As part of its engagement, Onpoint receives, aggregates, cleanses, and analyzes specified data supplied by claims payers and generates reporting derived from such data, a subset of which reporting is made available through this Portal.

E. Authorized Entity desires to have access to the Portal in order to review information involving patients, members or individuals with whom Authorized Entity has or had a coverage, treatment, or claims-payment relationship.

F. All capitalized terms in this Agreement not defined herein will have the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164, including Subpart E of 45 CFR Part 164) and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates (collectively, "HIPAA").

## **1.0 Portal Services.**

1.1 The Portal is a proprietary performance reporting web portal through which Authorized Entity can access Information. "Information" means the claims-payment, medical treatment and other coverage-related information about patients, members or claimants made available to Authorized Entity through the Portal. Information may include protected health information and personally identifiable information, as well as certain analyses and reports regarding the quality and cost of health care services and other performance measures.

1.2 You represent and warrant that, at all times during the term of this Agreement, Authorized Entity has or had a contractual, coverage, treatment, or claims-payment relationship with the patients, members or individuals whose information is made available to Authorized Entity through the Portal. If You discover that You have been given access to Information regarding a patient, member, or individual who has been misattributed to You, You agree to notify Onpoint using the notification function portion of the Portal and immediately cease accessing, using or disclosing such Information.

1.3 Onpoint hereby agrees to grant Authorized Entity access to the Portal (the "Services"), subject to the terms and conditions of this Agreement.

## **2.0 Use of Services.**

2.1 Authorized Entity shall, and shall cause its Credentialed Users (defined below) to, access, use and disclose the Information only for authorized purposes as permitted under applicable law involving patients, members or individuals with whom Authorized Entity has or had a coverage, treatment, or claims-payment relationship.

2.2 Authorized Entity will ensure that its use of the Portal and Services is limited to its authorized employees, agents, contractors and representatives ("Credentialed Users") and that its Credentialed Users' use complies with all applicable laws and regulations, including any data use restrictions and other privacy and security policies applicable to the Portal that are either detailed in this Agreement or posted on the Portal.

2.3 Authorized Entity shall, and shall cause its Credentialed Users to, maintain the confidentiality of all Information accessed through the Portal.

2.4 The Parties will take all reasonable steps to ensure the security and integrity of the Portal, the Services, and individual usernames and passwords ("Credentials"), including prevention of unauthorized use of the Portal or Services, and to prevent the unlawful use or disclosure of the Information, and will immediately advise the other Party if it believes the Portal's security has been compromised in any way or if the Portal or Services are being used to facilitate or otherwise contribute to unlawful use or disclosure of the Information.

2.5 Authorized Entity will instruct all Credentialed Users on the proper use of the Portal and Services and the protection of their Credentials.

2.6 Authorized Entity will promptly and regularly review and update and/or advise Onpoint of any change in Credentialed Users, or related Credentialed User information using the notification function built into the Portal.

2.7 Authorized Entity will:

2.7.1 Appoint one or more administrators for the purpose of managing Authorized Entity's use of the Portal and Services. Administrators may delegate responsibility to other Authorized Entity employees or agents to assist in the issuance and revocation of Credentials to its Credentialed Users.

2.7.2 Train its Credentialed Users with regard to Portal and Services use and operation, identification and prevention of security breaches, and compliance with applicable statutes, regulations, privacy and security policies, and rules.

2.7.3 Ensure that all of its Credentialed User data and information is accurate and complete at all times while this Agreement in effect.

2.7.4 Validate the identity of all Credentialed Users that Authorized Entity confirms should have access privileges.

2.8 Each Party will assist the other Party, or its designees, as may be reasonably required, in the investigation and resolution of any Portal or Services failures or security incidents.

2.9 Onpoint may revoke Portal access or Credentials at any time, including for non-use or due to indications that they may have been compromised, are invalid, or that their continued use may otherwise compromise Portal operations or security.

### **3. Term.**

This Agreement shall be effective on the signature date recorded in the metadata retained in the administrative section of the Portal, and shall continue in effect until terminated. Either party may terminate this Agreement at any time for any reason upon written notice to the other party. The obligations of the parties under this Agreement, other than those related to the continuation of Services, shall survive termination.

### **4.0 Miscellaneous.**

4.1 Each party represents and warrants that it will comply with all applicable federal, state and local laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement, including HIPAA, any applicable state privacy laws, any applicable state security laws, any applicable implementing regulations issued by the Insurance Commissioner or other regulatory authority having jurisdiction.

4.2 Except as otherwise provided herein, the Portal and Services are provided "AS IS," AND ONPOINT AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY

OR OTHERWISE, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ABOUT THE ACCURACY, SECURITY, RELIABILITY, COMPLETENESS, TIMELINESS OF ITS SERVICES OR CONTENT OR OTHERWISE ARISING FROM COURSE OF PERFORMANCE OR USAGE OF TRADE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, AUTHORIZED ENTITY UNDERSTANDS AND AGREES THAT AUTHORIZED ENTITY'S USE OF THE SERVICES IS AT ITS SOLE RISK. NEITHER ONPOINT NOR ITS LICENSORS WARRANT THAT THE SERVICES, INCLUDING THE COMPONENTS THEREOF, PROVIDED PURSUANT TO THIS AGREEMENT WILL BE ERROR FREE OR THAT CERTAIN DATA MAY BE OBTAINED FROM THE USE THEREOF, AND ACTIONS TAKEN IN RELIANCE THEREON ARE AT AUTHORIZED ENTITY'S SOLE RISK.

4.3 Neither Party shall be liable to the other Party for indirect, special, punitive, incidental, exemplary, or consequential damages, including, without limitation, any interruption of business or any loss of profit, revenue, business, markets, opportunity, or good will arising out of, or relating to, this Agreement (including the Services, the use of the Services or the inability to use or access the Services), even if the Party has been advised of the possibility of such damages and even if any of the forgoing is determined to constitute a fundamental breach or failure of an essential purpose.

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

4.5 Authorized Entity shall not assign or transfer any of its rights or obligations under this Agreement without the prior written approval of Onpoint.

4.6 If any provision of this Agreement is found to be invalid or unenforceable, this Agreement will be deemed to be amended by modifying such provision to the extent necessary to make it valid and enforceable, while preserving its intent, or if that is not possible, by striking the provision and enforcing the remainder of the Agreement.

4.7 Each party shall be solely responsible and liable for the acts or omissions of its employees, agents, contractors and other representatives arising out of or in connection with this Agreement.

4.8 Authorized Entity will indemnify and hold harmless Onpoint, OFM, OHSU, and their respective affiliates, officers, directors, employees or agents, from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with (i) any breach by the Authorized Entity of a covenant, representation or warranty herein; (ii) its use of the Portal and Services, including any Information accessed by Authorized Entity through the Portal and Services; or (iii) the unauthorized acts or omissions of its employees, agents, contractors or other representatives who access the Portal and Services.