Oregon **Health** Authority

Tracking Home Visiting Effectiveness in Oregon (THEO) – Account Request

Create New Account ☐   Change Account ☐   Deactivate Account ☐

Start date: _____   End date: _____

First Name
Last Name
Title
Agency
Email Address
Phone Number

MIECHV Programs *(Check all that apply.)* Early Head Start ☐ Healthy Families America ☐ **Non-MIECHV Programs** *(Check all that apply.)* Babies First ☐ CaCoon ☐	
Local Program Staff Role *(Check all that apply.)* Home Visitor (not a nurse) ☐ Home Visitor (nurse) ☐ Manager / Supervisor / Administrator ☐ Data Entry Specialist ☐	**Type of Access** *(Check all that apply.)* Super User ☐ Data Entry ☐ View Only (no data entry) ☐

Supervisor, manager, or authorized Super User must sign this section.

Agency
Manager / Supervisor/ Super User Signature   **Name (printed):**   **Date:**

Please have the user read pages 2-5 and sign page 5.

Authorized User Agreement – Individual User

To be kept on file by the Oregon Health Authority.

The THEO System (described below) is a service accessible and usable by persons authorized to access the THEO System by OHA, each a "User." All references to "User" mean both User and each individual acting on behalf of User in using the THEO System and the data it contains.

The terms and conditions of this Account Use Agreement (Agreement) govern use of the THEO System and Data. By accessing and using the THEO System, User is accepting, without modification, the terms, conditions, and notices contained in this Agreement. If User does not accept the terms and conditions of this Agreement, User must discontinue use of the THEO System.

1. Definitions:

Terms applicable to home visiting programs are defined in applicable law and rule, including federal grant guidelines. Without limiting the applicability of terms defined in law and rule, the following capitalized terms are defined below and also apply to this Agreement:

"Agency" means the Oregon Health Authority, Public Health Division, Healthy People and Families, Maternal and Child Health Section.

 "Breach" means the acquisition, access, exposure, use, or disclosure of Data in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.

 "Client Record(s)" means any client, applicant, or participant information regardless of the media or source exchanged between the parties.

"Data" means home visiting program information created, transmitted, or stored through the THEO System, including metadata, personal information, and Client Records.

"Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any network and information system, or Information Asset, including Data (including a Breach), failure to protect a User's identification (ID), or theft of computer equipment that uses or stores any Data.

"MCH" means the Maternal and Child Health Section of Agency.

 "THEO System" means the third party system that provides information management tools to Oregon's home visiting programs under a contract with the State of Oregon. The THEO System contractor is Vistalogic, Inc.

"Protected Health Information" or **"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, including as amended from time to time.

"User(s)" means a MCH contractor's employees, agents, contractors, and affiliates who are person(s) authorized to access Data and the THEO System.

2. **License Grant and Restrictions:**
   2.1. **Grant of Right to Use.** Subject to User's compliance with this Agreement, Agency hereby grants to User a nonexclusive, nontransferable, non-assignable, non-sub-licensable, and limited right to have access to and use the THEO System and Data in accordance with this Agreement and applicable law and rule. Nothing in these terms is intended to transfer or assign any ownership interest or rights to Users. User may use the THEO System to send, receive, find, and use Data only for the purposes set forth in this Agreement and applicable law and rules. This license does not grant any rights to obtaining future upgrades, updates, enhancements, or supplements of the THEO System. If upgrades, updates, enhancements, or supplements of the THEO System are obtained, however, the use of such upgrades or updates is governed by this Agreement and any amendments to it unless other terms accompany the upgrades, updates or supplements, in which case those terms apply.

   2.2. **Additional Restrictions.** User acknowledges and agrees that the THEO System contains the trade secrets and confidential information of Agency or its third party contractor. User further acknowledges that the THEO System may be protected by copyright law and international treaty provisions. User shall not permit any person under the control of the User other than Users who are Delegates to access or use the THEO System. User shall not, nor may it permit, any attempted or actual duplication, modification, adaptation, translation, reverse engineering, decompilation, disassembling or creation of a derivative work based on the THEO System or Data except as specifically provided for under this Agreement.

3. **Access to Information:**

   3.1. Each User is responsible for all activities that occur through its access, including for any acts related to a lost or stolen User ID or password.

   3.2. No User may sell, make available, or provide any access to the THEO System in any form to any other persons or organizations, and will not use access or Data for any purposes other than t as allowed under this Agreement and applicable law. No Users may use access to obtain or attempt to obtain any Data or other information not authorized for the User's access or not intentionally made available.

   3.3. Users shall comply with requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

   3.4. Each User must limit use and disclosure of any Data to the minimum information necessary.

4. **Information Errors.** User is responsible for all decisions and actions taken or not taken involving client services and resulting from, or in any way related to, the use of the THEO System or Data.

5. **Username login and Password.** User shall not share access information (including username and password) with any other individual or entity. Should any violations of username login and password security be identified, User's access to the THEO System may be revoked.

6. **Unlawful Disclosure.**
    6.1. Any person who intentionally makes an unauthorized disclosure of information contained in or obtained from the THEO System will be subject to disciplinary action and appropriate civil and criminal penalties.
    6.2. Data includes information that may be considered PHI, and information that is protected by FERPA. It must be treated as confidential. Knowingly disclosing Data in violation of state or federal laws relating to the privacy of healthcare or student data is grounds for disciplinary action and may be subject to civil and criminal penalties.
    6.3. Contractors and Users must implement and maintain appropriate administrative, physical, and technical safeguards to reasonably ensure the privacy and security of Data.

7. **User Certifications. User hereby certifies**:
    7.1. I am responsible for all use of my username login and password, and I will not share my access information with any other individual or entity.
    7.2. I will only use THEO System to perform my duties relating to home visiting programs. I will not access or attempt to information of individuals that I am not authorized to access.
    7.3. I understand that MCH reserves the right to conduct auditing activities to monitor for unusual or potentially unauthorized use of the THEO System.
    7.4. I will treat my access to the THEO System as confidential and will reasonably ensure the privacy and security of the Data to protect against any improper disclosure.
    7.5. I will report to my employer any actual or suspected breach of the THEO System or unauthorized access immediately.

7.6. I will follow this Agreement. I understand that if I violate the terms and conditions of this Agreement, I am subject to sanctions and revocation of my access to the THEO System.

7.7. I will comply with applicable laws, regulations, and policies, including but not limited to:

7.7.1. DHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.

7.7.2. Other applicable laws established or modified from time to time by the State of Oregon, including but not limited to laws concerning MCH programs or permitted uses of Data.

7.7.3. Applicable laws established or modified from time to time by the federal government.

7.7.4. Applicable administrative rules issued by Oregon or the federal government, including as updated from time to time.

7.7.5. To the extent I access or use PHI, the Health Insurance Portability and Accountability Act (HIPAA), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164.

7.7.6. The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g.

User Signature	
Name (printed):	**Date:**