Hospital Quality Institute
Leadership in quality and patient safety

AB 1204 Equity Reporting Contract

Contract Between Hospital Quality Institute (HQI) and

This Contract (the "Agreement") is made effective as of_____(the "Effective Date"), between Hospital Quality Institute (hereinafter referred to as "HQI"), located at 1215 K Street, Sacramento, CA 95814 and the hospital(s) listed in Exhibit A (whether single or multiple, hereinafter referred to as "HOSPITAL").

Whereas, HQI operates the Hospital Quality Improvement Platform (HQIP) which provides access to Hospital Equity Reports and System Equity Reports;

Whereas, HOSPITAL agrees to participate in HQIP by providing necessary data and complying with the terms set forth herein;

The parties agree as follows:

Definitions

- **User Inputs**: Refers to any data or information provided by HOSPITAL necessary to complete fields within the reports generated by HQIP, including but not limited to data required for the Equity Plan.
- **Data Verification**: The process by which HOSPITAL reviews and confirms the accuracy and completeness of the reports generated by HQIP, prior to submission to regulatory bodies.
- **Equity Plan**: A strategic outline prepared by HOSPITAL as part of the report, detailing actions and initiatives undertaken to address identified health disparities within the data provided.

Payment Terms

The initial cost to subscribe to this service is $2,500 per year (the "Annual Fee"), per hospital payable by HOSPITAL to HQI. Payment for the first year of service is due within 30 days of the Effective Date. This Agreement shall thereafter automatically renew for successive one-year terms effective as of January 1 of each successive year, unless sooner terminated as provided herein. The Annual Fee for each subsequent years, which will be reviewed and may be adjusted periodically, shall be due on or before January 31 of each calendar year. HQI will notify subscribers of any change in the annual fee at least 30 days prior to renewal. The Annual Fee is nonrefundable.

- **Method of Payment**: Payments shall be made via bank transfer or check.
- **Late Payment**: HQI reserves the right to impose a one-time late fee of 1.5% for payments not received within 15 days of the due date.
- **Non-payment**: In the event that payment is not received within 30 days of the due date, HQI shall reserve the right to terminate this Agreement.

Compliance Assurance

HOSPITAL hereby certifies that all data provided to HQI under this Agreement complies with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the

Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*) (CMIA). HOSPITAL further represents and warrants that all data provided to HQI under this Agreement is true and correct.

Responsibilities of HQI

- **HQIP Access:** HQI will facilitate the data provision and reporting process, and provide HOSPITAL with access to HQIP, allowing generation of Hospital Equity Reports and System Equity Reports. The Annual Fee includes all Hospital Equity Reports. System Equity Reports will be included at no additional charge, provided there is 100% participation in Hospital Equity Reports for all hospitals within the same hospital system as HOSPITAL. If not all applicable system hospitals participate in Hospital Equity Reports , the System Equity Reports will be available upon request for an additional fee of $2,500 (our ability to provide a compliant system level report may be limited if there is not 100% participation).
- **Report Creation:** HQI will utilize data provided by HOSPITAL along with publicly available data from the Centers for Medicare and Medicaid Services to complete reports to meet the requirements of the Health and Safety Code Sections 127370 through 127376 and Title 22, Section 95300 et seq. of the California Code of Regulations.
- **Report Compliance:** To the extent possible given the available data, user input, and regulatory interpretation, HQI will ensure that data for core quality measures and structural measures in generated reports conform to the requirements set forth by the Health and Safety Code Sections 127370 through 127376 and Title 22, Section 95300 et seq. of the California Code of Regulations and are in line with the stipulations of the Hospital Equity Measures Reporting Program. This includes adapting to any amendments or regulatory changes enacted after the Effective Date that may affect reporting requirements or procedures.
- **Data Security:** HQI will ensure the confidentiality and security of data provided by HOSPITAL in compliance with applicable laws and regulations, covered under the existing Business Associate Agreement (BAA).
- **Data Suppression:** HQI will apply the California Health and Human Services Agency's "Data De-Identification Guidelines (DDG)," dated September 23, 2016 to all data reported to ensure compliance with applicable privacy and security standards.
- **Data Substitution:** If data are not available as per the regulations for the prior calendar year, HQI may use older data as necessary to complete the required reporting fields, ensuring the continuity and integrity of the reporting process.
- **Technical Support:** HQI will offer ongoing technical support and training for HOSPITAL staff on how to use the reporting platform and ensure accurate data submission.

Responsibilities of HOSPITAL

- **Data Provision:** HOSPITAL is responsible for providing all HQIP data on or before August 30 of each calendar year, in order to ensure timely generation of reports.

- **Generate the Reports:** HOSPITAL agrees to use the HQIP to generate the required Hospital Equity and System Equity Reports. This includes initiating and running report generation processes within the HQIP system.
- **Provide User Inputs:** HOSPITAL is responsible for providing the necessary user inputs, including data for the Health Equity Plan, action plans, and performance across specified priority areas.
- **Data Verification:** Upon generation of reports by HQIP, HOSPITAL will review and verify the accuracy of the data. This includes cross-verifying the data provided to HQIP with the outputs received to confirm accuracy and completeness.
- **Compliance and Upload:** HOSPITAL is responsible for certifying and uploading completed reports using the Health Care Access and Information (HCAI) data portal. This includes HOSPITAL's duty to confirm that the report meets all regulatory requirements and stipulations of the Hospital Equity Measures Reporting Program prior to submission.
- **Maintain Confidentiality and Integrity:** HOSPITAL will maintain the integrity and confidentiality of access credentials and data obtained from HQIP. This includes safeguarding information to prevent unauthorized access and use.

Term of Agreement

- This Agreement shall commence upon full execution by both parties and shall continue in effect for one year, automatically renewing for subsequent one-year terms on January 1 of each subsequent year of the term unless terminated by either party as provided herein. Either party may terminate this Agreement by providing written notice of termination no later than thirty (30) days prior to the end of the then-current term.

Default

- In the event either party commits a material breach of the terms of this Agreement or a misuse of data (each, a "Default"), and fails to cure (or commence to cure) such Default within fifteen (15) days after written notice from the other party, the non-defaulting party shall have the right to terminate this Agreement upon fifteen (15) days' written notice to the defaulting party.
- In the event that HOSPITAL fails to pay the Annual Fee as provided herein, HQI shall have the right to immediately terminate this Agreement upon written notice to HOSPITAL.

Confidentiality

- During and after the term of this Agreement, HQI agrees to maintain as strictly confidential, and not to disclose or use for the benefit of HQI or any third party, either directly or indirectly, any Confidential Information, as hereinafter defined, obtained from HOSPITAL or developed in the course of and by virtue of this Agreement.

- As used herein, "Confidential Information" means information not generally known and which is proprietary to HOSPITAL, including, without limitation, all data, proprietary information, trade secrets, reports, questionnaires, lists, concepts, techniques, materials, evaluations, processes, development or research work, or any other information or proprietary aspects of the business or activities of HOSPITAL provided by HOSPITAL to HQI to assist in HQI's performance of this Agreement.
- Confidential Information does not include information that is:
    - Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of HQI;
    - Discovered or created by HQI before disclosure by Hospital;
    - Learned by HQI through legitimate means other than from Hospital or Hospital representatives; or
    - Disclosed by HQI with HOSPITAL's prior written approval.
- HQI agrees that all reports, manuals, documents, and specific material developed and delivered by HQI for HOSPITAL in connection with this Agreement are and shall remain the property of Hospital subject to any applicable intellectual property rights of HQI.

Dispute Resolution

- Any dispute or controversy between the parties arising out of or relating to this Agreement will be arbitrated by the American Health Lawyers Association ("**AHLA**") Dispute Resolution Services and conducted in accordance with the AHLA Rules of Procedure for Arbitration, with such arbitration to be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both Parties. The prevailing Party in such proceeding shall have the right to collect from the other Party its reasonable attorneys' fees, costs, and necessary disbursements, including but not limited to expert witness fees, incurred in enforcing this Agreement.

- **Jurisdiction and Venue**: The parties agree to the exclusive jurisdiction and venue of any state or federal court located in Sacramento County, California. Any arbitration in connection with this Agreement shall occur in Sacramento County unless the parties jointly agree to another location.
- **Governing Law**: This Agreement is entered into and shall be performed in the state of California. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Additional Clauses

- **Indemnification**: HOSPITAL shall indemnify, defend, and hold harmless HQI and its affiliates, officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any misuse of the platform by HOSPITAL or inaccuracies in the data submitted by or on

behalf of HOSPITAL.

- **Limitation of Liability**: Except for in cases of HQI's gross negligence or intentional misconduct, HQI's liability under this Agreement shall not exceed the total amount of the Annual Fees paid by HOSPITAL during the term of the Agreement. Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages.
- **Force Majeure**: Neither party shall be liable or responsible to the other party, nor deem to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing its obligations hereunder when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, any mechanical, electronic, or communications failure or degradation, internet service provider or hosting facility failure, and/or denial of service attacks.
- **Severability**: In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

Hospital Quality Institute

_____

Julie Reppas

SVP Operations & Human Resources

_____

Hospital Representative

_____

Name

_____

Title

_____

Address

Exhibit A

Hospital Name	HCAI ID	CMS CCN	NSHN ID	Report Type