

DATA USE AGREEMENT FOR LIMITED DATA SET(S)

This Data Use Agreement ("Agreement") is entered into by and between the Hospital Quality Institute, a California non-profit corporation, having its principal place of business at 1215 K Street, Suite 800, Sacramento, CA 95814 ("**HQI**"), and the Data Recipient ("**Recipient**") named on **Schedule 1** (attached hereto and incorporated herein by this reference) as of the Effective Date noted in **Schedule 1** in this document below.

- A. HQI is providing certain Protected Health Information ("PHI") to Recipient in the form of a Limited Data Set for the purpose(s) identified in paragraph 4 of **Schedule 1**.
- B. In connection with the provision of that PHI, pursuant to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto, as amended (collectively "HIPAA"), HQI is required to obtain assurances from Recipient that Recipient will only use or disclose PHI as permitted herein.
- C. The parties enter into this Agreement as a condition to HQI's furnishing the Limited Data Set(s) to Recipient, and as a means of Recipient's providing assurances about use and disclosure. The parties intend for the provisions of this Agreement to meet the Data Use Agreement requirements of HIPAA.
- D. The parties agree that HQI is furnishing the Limited Data Set(s) in order for Recipients to evaluate and propose solutions for the social determinants of health in an effort to support interventions to mitigate health disparities and inequities, including, but not limited to, economic status and access to food, housing, transportation, and education.

NOW THEREFORE, the parties agree as follows:

1. **Definitions.** Each capitalized term used in this Agreement and not otherwise defined, shall have the meaning given it in HIPAA, except that Limited Data Set for purposes of this Agreement shall be limited to Recipient's own health plan members.
2. **Preparation of the Limited Data Set.** HQI shall prepare and furnish to Recipient Limited Data Sets in accordance with HIPAA. Each Limited Data Set provided under this Agreement excludes identifiers as required by HIPAA for the creation of a Limited Data Set, and does not contain the following elements:
 1. Names
 2. Street or postal address, other than town or city, state, or zip code
 3. Telephone numbers
 4. Fax numbers
 5. Electronic mail addresses
 6. Social Security numbers
 7. Medical record numbers
 8. Health plan beneficiary numbers
 9. Account numbers
 10. Certificate and license numbers
 11. Vehicle identifiers and serial numbers, including license plate numbers
 12. Device identifiers and serial numbers
 13. Web Universal Resource Locators (URLs)
 14. Internet Protocol (IP) address numbers
 15. Biometric identifiers, including finger and voice prints
 16. Full face photographic images and any other comparable images

HQI also shall remove or condition other data elements as necessary to comply with the requirements of other applicable federal or state laws and regulations relating to the use and disclosure of PHI, including particular categories of PHI.

3. Recipient's Obligations. Recipient shall:

- a. Comply with all applicable federal and state laws and regulations relating to the maintenance of the PHI, the safeguarding of the confidentiality of the PHI, and the use and disclosure of the PHI.
- b. Use and disclose the PHI only for the purpose(s) identified in paragraph 4 of **Schedule 1**, and as otherwise required by law, and for no other purpose;
- c. Use appropriate safeguards to prevent the use and disclosure of the PHI, other than for a use or disclosure expressly permitted by this Agreement, and cooperate with any control steps instituted by HQI to ensure permissible use of the PHI;
- d. Immediately report to HQI any use or disclosure of the PHI other than as expressly allowed by this Agreement;
- e. Ensure that its employees and representatives comply with the terms and conditions of this Agreement, and ensure that its agents, Business Associates and subcontractors to whom Recipient provides the PHI agree to comply with the same restrictions and conditions that apply to Recipient hereunder;
- f. Not identify or attempt to identify the information contained in the Limited Data Set(s); not contact or attempt to contact any of the individuals whose information is contained in the Limited Data Set(s);
- g. Not request, use, or disclose more PHI than the minimum necessary to allow Recipient to perform its functions pursuant to the purpose(s) identified in **Schedule 1**; and
- h. Indemnify, defend and hold HQI harmless from all costs and expenses (including attorneys' fees) that relate to a breach of Recipient's obligations under this Agreement by either Recipient or the parties identified in section 3(e) hereto.
1. Use and disclose the PHI only to those Recipients identified in paragraph 3 of **Schedule 1**, and any subsequent schedules made part of this Agreement pursuant to execution of an Amendment in accordance with Section 5.c (Amendment).

4. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Effective Date and continue until June 30, 2023, unless otherwise terminated in accordance with this Section 4.
- b. Termination by HQI. HQI may terminate this Agreement without cause at any time upon 30 days' written notice to Recipient.
- c. Termination by Recipient. Recipient may terminate this Agreement without cause at

any time upon written notification to HQI and returning or destroying the Limited Data Set pursuant to Section 4(f) (Effect of Termination). Termination shall be effective immediately upon HQI's receipt of (a) such written notification at its principal place of business and (b) written confirmation from Recipient that Recipient has returned or destroyed the Limited Data Set.

- d. Termination For Breach: HQI may terminate this Agreement and any disclosures of PHI pursuant hereto, upon 10 days' written notice to Recipient, if HQI determines Recipient has violated or has breached any material term or condition of this Agreement. HQI shall afford Recipient an opportunity to cure the alleged breach upon mutually agreeable terms. Failure to agree on terms for cure within 30 days shall be grounds for immediate termination of this Agreement by HQI. HQI may immediately terminate this Agreement by written notice to Recipient if cure is not possible.
- e. Close of Business/End of Relationship. If Recipient ceases to do business or otherwise terminates its relationship with HQI, Recipient agrees to promptly return or destroy all information contained in the Limited Data Set(s) received from HQI in a timely manner.
- f. Effect of Termination. Upon termination, Recipient shall promptly return or destroy the Limited Data Set(s) received from HQI in connection with the purpose(s) identified on **Schedule 1**. If return or destruction of the Limited Data Set(s) is not feasible, Recipient shall continue the protections required under this Agreement for the Limited Data Set(s) consistent with the requirements of this Agreement and applicable HIPAA privacy standards. Sections 1, 3, 4(t), and 5 of this Agreement shall survive any termination of this Agreement under subsections b, c, or d.

5. Miscellaneous.

- a. Third Party Beneficiaries. Each of Recipient's network hospitals that has entered into a master service agreement with HQI is a third party beneficiary to this Agreement and has the right to enforce this Agreement directly to the extent it deems such enforcement necessary or advisable to protect its rights hereunder.
- b. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for any claim, action or suit, whether state or federal, between Recipient and HQI shall be Sacramento County, California.

- c. 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 ARLA 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.
- d. Amendment. The parties agree to take action as is necessary to amend this Agreement from time to time to comply with changes in local, state, and federal laws and regulations relating to privacy, security, and confidentiality of the Limited Data Set(s). All Amendments to this Agreement shall be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Hospital Quality Institute

Recipient

By: DocuSigned by:
Robert Imhoff
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By: DocuSigned by:
Elizabeth Gibboney
29EAAFFBAC654B2...

Name: Robert Imhoff

Name: Elizabeth Gibboney

Title: President and CEO

Title: CEO

Date: 8/25/2022

Date: 8/23/2022

Schedule 1

1. Effective Date: July 1, 2022

2. Name of HQI Person/Department Releasing the Limited Data Set: Robert Imhoff

3. Name of Recipient of the Limited Data Set: Hospital Quality Incentive Program team, including Program Managers and QIP Manager

Name of Subcontractor to Recipient, if any, who is contemplated to receive the Limited Data Set: _____

4. Recipient is permitted to use and disclose the Limited Data Set(s) for the following purpose(s) (please mark all that apply):

- Research
- Public Health (including advocacy for initiatives to improve patient care and population health)
- Health Care Operations (*e.g.*, Quality Improvement, teaching, accreditation, the development of clinical guidelines)