



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:

<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 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.
- i. 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 through December 31, 2026, unless 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, excluding its conflicts of law provisions. Venue for any claim, action or suit, whether state or federal (if permitted by law), between Recipient and HQI shall be in San Bernardino or Riverside Counties, State of California.
- c. Dispute Resolution. The provisions of the Government Claims Act (California Government Code Sections 900 et seq.) must be followed for any disputes under 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.
- e. Limitation of Liability. Without affecting the indemnification obligations set forth in this Agreement, in no event shall either party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of the services provided under this Agreement.
- f. Nondiscrimination. This Agreement hereby incorporates by reference the provisions of *Title 2, CCR, Sections 11105 et seq.*, as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of *Title 2, CCR, Sections 11105 et seq.*, and further agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement.
- g. Public Entity Status: Brown Act/Public Records Act. The parties hereby acknowledge and agree that IEHP is a local public entity of the State of California subject to the Brown Act, *California Government Code Sections 54950 et seq.*, and the Public Records Act, *California Government Code Sections 7920.000 et seq.*

e. Exclusion/Debarment Lists. HQI represents that it, and the employees and consultants engaged under this Agreement, are not excluded, debarred, or suspended individuals/entities under any exclusion or debarment list relating to state or federal health care programs, including the Federal List of Excluded Individuals/Entities, System for Award Management, and the Suspended and Ineligible Provider List. HQI warrants that such status shall be maintained throughout the term of this Agreement. HQI understands that appearing on any such list requires Recipient to terminate this Agreement immediately, and prohibits Recipient from paying HQI for any services rendered on or after the date of exclusion. Should HQI be in receipt of payment for services rendered after the exclusion date, HQI agrees to submit a refund of such fees upon written notice by Recipient. On March 4, 2022, California Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs all California state agencies and departments to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. All contractors and grantees are obligated to comply with the Economic Sanctions. Accordingly, should the State of California (the State) or Recipient determine HQI is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. HQI shall be provided with advance written notice of such termination, allowing HQI at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State or Recipient.

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

Hospital Quality Institute

By: Robert H. Imhoff III
E70C05F4F1C541F...

Name: Robert Imhoff

Title: President and CEO

Date: 2/8/2024

Recipient

DocuSigned by:
Susie White
1DA8C1AD40404B0...
By: _____
Susie White, Chief Operating Officer for:

Name: Jarrold McNaughton, MBA, FACHE

Title: Chief Executive Officer

Date: 4/10/2024

DocuSigned by:
[Signature]
EB1F4AD25D084F8...
By: _____
Chair, IEHP Governing Board

Date: 4/10/2024

DocuSigned by:
[Signature]
EB1F4AD25D084F8...
Attest: _____
Secretary, IEHP Governing Board

Date: 4/10/2024

Approved as to Form:

By: [Signature]
4E9529BFACFF40D...
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

DS
MP

Date: 4/9/2024

Schedule 1

1. Effective Date: **01/01/2024**
2. Name of HQI Person/Department Releasing the Limited Data Set: **Robert Imhoff**
3. Name of Recipient of the Limited Data Set: **Inland Empire Health Plan (“IEHP”), a local public entity of the State of California**
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)