Hospital Quality Improvement Contractor (HQIC)
75FCMC19D0026/75FCMC20F0002
Data Use Agreement

This Data Use Agreement (the "Agreement") is made and entered into as of _____ by and between the Hospital(s) (see page 4 approvals for list) and Health Services Advisory Group, Inc. (HSAG), the Hospital Quality Improvement Contractor (HQIC) for the Centers for Medicare & Medicaid Services (CMS).

Recitals

A. The Hospital is the custodian of confidential data related to the HQIC performance measures ("data"). The data are focused on 12 core areas of harm:

1. Adverse drug events (ADE), including opioid safety, anticoagulation safety, and glycemic management.
2. Central line-associated blood stream infections (CLABSI).
3. Catheter-associated urinary tract infections (CAUTI).
4. *Clostridioides difficile* (*C. difficile*) bacterial infection and Methicillin-resistant *Staphylococcus aureus* (MRSA), including antibiotic stewardship.
5. Injury from falls and immobility.
6. Pressure ulcers.
7. Sepsis and septic shock.
8. Surgical site infections (SSI), to include measurement and improvement of SSI for multiple classes of surgeries (colon, abdominal hysterectomy, total knee, and total hip).
9. Venous thromboembolism (VTE).
10. Ventilator-associated events (VAE), including infection-related ventilator-associated complication (IVAC) and ventilator-associated condition (VAC).
11. Diagnostic error.
12. Readmissions.

B. HSAG desires to access the Hospital's data held by NHSN ("Data Stewards") and electronic health record (EHR) data, when available and applicable, to permit its use to measure and track HQIC performance between September 18, 2020 and September 17, 2024.

C. The Hospital is willing to execute the associated Addendums and Waivers with the Data Stewards, where applicable, to allow HSAG access to the information subject to the terms and conditions of this Agreement and the associated Addendums and Waivers.

D. The Hospital may submit numerator, denominator, and rates for required performance measures on a monthly basis to HSAG via a Secure Web Portal (or other mutually agreed upon mechanism) for performance measures that the Hospital does not submit to Data Stewards or HSAG does not have access to via other mechanisms.

Agreements

A. The Hospital agrees to permit access or provide data in accordance with this Agreement and to permit HSAG to measure and track performance.

B. The Hospital agrees to submit numerator, denominator, and rates for required performance measures to HSAG via the Secure Web Portal.

C. HSAG agrees to comply with and ensure that HSAG employees and its agents comply with all the federal regulatory and contractual confidentiality requirements, including this Agreement.

D. HSAG agrees to comply with HITRUST and the National Institute of Standards and Technology (NIST) regulations for storing and exchanging sensitive data.

E. HSAG has identified the Data Custodian as Tim Laios, MBA, MPH, Chief Data Officer. HSAG will notify the Hospital in the event there is a change in the Data Custodian. The Data Custodian agrees to accept responsibility for the activities of HSAG employees and agents working on the HQIC contract.

F. In order to ensure the confidential status of the data, HSAG agrees as below:

1. HSAG employees and agents will only use the data when and to the extent needed to perform data analyses or calculate performance measures for the HQIC;

2. HSAG will protect the data from distribution, disclosure, reproduction, or dissemination in any manner to any person not authorized or entitled by law to have access to such information;

3. HSAG will be responsible for ensuring that HSAG employees and agents will not disclose, distribute, reproduce, or disseminate such information in any manner to any person not authorized or entitled by law to have access to such information;

4. HSAG will limit access to the data to the minimum information necessary for HSAG employees and agents to perform their responsibilities, as well as CMS and CMS contractors;

5. HSAG will immediately terminate access to those individuals who are no longer assigned to the HQIC contract or who no longer have a need to access the data. Additionally, HSAG employees or agents will not use any other person's user ID or password to gain access to the data and will not share user ID or password with any other user for any reason whatsoever.

G. HSAG agrees to indemnify and hold harmless the Hospital for, from, and against any and all liabilities, damages, claims, or losses incurred by the Hospital as the result of any violation by HSAG or its agents arising from the provisions of this Agreement.

H. If HSAG suspects that an unauthorized individual obtained unauthorized access to the data, the Data Custodian will immediately notify the HSAG Corporate Compliance Officer. The HSAG Corporate Compliance Officer will conduct an investigation and mitigate the situation. The HSAG Corporate Compliance Officer will notify the Hospital about the incident.

I. This Agreement shall be effective upon signature by all parties and shall remain in effect until September 17, 2024, unless terminated by either party for any reason by written notice to the other party. Any revisions of this Agreement shall be effective only upon signature by all parties and shall supersede all prior agreements.

(Approvals on page 4)

Hospital Quality Improvement Contractor (HQIC)
75FCMC20F0002
Data Use Agreement

Approvals:

Mary Ellen Dalton
_____   _____December 4, 2020_____
Mary Ellen Dalton, PhD, MBA, RN   **Date**
CEO, Health Services Advisory Group, Inc.

_____   _____
Executive Name   **Executive Title**

_____   _____
Signature   **Date**

Hospital Name	CMS Certification Number (CCN)