

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

915



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
May 26, 2009

**SUBJECT:** Approval of the Agreement between the County of Riverside and University of California, San Francisco (UCSF)

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the Agreement with UCSF effective May 8, 2009;
- 2) Authorize the Chairperson to sign three (3) copies of the agreement;
- 3) Direct the Clerk of the Board to return all three (3) copies of the signed originals to RCRMC Administration. Upon final execution by UCSF a fully executed agreement will be returned to the Clerk of the Board.

**BACKGROUND:** California hospitals and health plans have combined to implement the California Hospital Assessment and Reporting Task Force (the CHART Project), to collect uniform data and report about the performance of California hospitals through a publicly disseminated report card describing each individual hospital's performance as compared to appropriate benchmarks. RCRMC is committed to quality, patient safety, outstanding customer service and transparency of national measures that make comparative data available to the public through CMS, The Joint Commission, and OSHPD programs. RCRMC has expanded the

FORM APPROVED COUNTY COUNSEL  
 BY: *Beauford T. Miller, Jr.* DATE: 5/26/09  
 Departmental Concurrence  
 Purchasing: *Mark Seltzer* Assistant Director

*Douglas D. Bagley*  
 \_\_\_\_\_  
 Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

<b>SOURCE OF FUNDS:</b> Enterprise Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *Debra Cournoyer*  
 Debra Cournoyer

**County Executive Office Signature**

Dept's Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** | **District:** | **Agenda Number:**

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

3.41

**SUBJECT: Approval of the Agreement between the County of Riverside and University of California, San Francisco (UCSF)**

**Page 2**

**BACKGROUND (Continued):**

hospital's commitment to transparency by joining CHART to provide additional hospital quality information to our communities. This business associate agreement with UCSF will allow for the transmission of performance data to the California Healthcare Foundation. There is no cost to the County for this Agreement.

This Agreement has been approved as to form by County Counsel.

DB:cg

**AGREEMENT**

**BETWEEN**

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

**AND**

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO**

This Agreement is made by and between the County of Riverside (COUNTY) a political subdivision of the State of California, on behalf of the Riverside County Regional Medical Center (HOSPITAL), (hereafter Covered Entity) and The Regents of the University of California, on behalf of its University of California, San Francisco campus (hereafter UCSF) and effective as of May 8, 2009.

**Recitals**

- A. Various California consumer groups, employers, hospitals and other providers, and health plans have combined to implement the California Hospital Assessment and Reporting Task Force (the "CHART Project"), the goal of which is to collect data in a uniform manner from all California hospitals and to report data about the performance of California hospitals through a publicly disseminated report card describing each individual hospital's performance as compared to appropriate benchmarks.
- B. Covered Entity wishes to participate in the CHART Project by voluntarily reporting its data, as requested and defined by the CHART Board, to the CHART Project.
- C. The parties desire to protect the privacy of and provide for the security of Protected Health Information used by or disclosed to the CHART Project and UCSF in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations") and other applicable laws and regulations applicable to personally identifiable information. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including 45 CFR Section 164.504(e) as it may be amended from time to time.
- D. Covered Entity wishes to disclose to UCSF certain information, some of which may constitute Protected Health Information.
- E. UCSF provides services, arranges, performs or assists in the performance of activities of Covered Entity and uses or discloses Protected Health Information pursuant to the HIPAA Regulations, 45 CFR Section 160.103.
- F. "Protected Health Information" or "PHI" means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment

for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information could be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103.

- G. "Electronic PHI" means PHI that is transmitted or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR Section 160.103.
- H. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations including 45 CFR Section 164.304.
- I. "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR Section 164.304.

#### Agreement

In consideration of the mutual promises made below and the exchange of information pursuant to this Agreement, including the Exhibit attached hereto and incorporated herein by reference, the parties agree as follows:

1. Covered Entity agrees to provide UCSF with access to certain information, described in Exhibit A attached hereto and incorporated herein by reference. The information provided to UCSF pursuant to this paragraph shall be used by UCSF to prepare a report for Covered Entity which UCSF will release on behalf of Covered Entity to the CHART Board and members of the CHART Project for the purpose of CHART's publishing benchmarked, hospital-specific data about the performance of participating hospitals. CHART publications may be disseminated via press releases, web sites, and other media as deemed acceptable by the CHART Board.
2. UCSF agrees to use the PHI received pursuant to this Agreement to report data required by the CHART Board to the CHART Project on behalf of Covered Entity.
  - a. Property Rights: Any PHI and or other patient data, whether individually identifiable or not, provided to UCSF by Covered Entity in preparation for the CHART report shall be and remain the property of Covered Entity.
  - b. The parties acknowledge that the CHART Board shall be entitled to use all information reported to the CHART Project, including PHI and

any other patient data used to produce reports as directed by the CHART Board on behalf of Covered Entity, for the purposes of the CHART Project. The CHART Board shall be entitled to review and publish such information in a format or formats that aggregate the data at the hospital level and do not identify individual patients or the details of an individual patient's care.

3. Responsibilities of UCSF.

- a. Permitted Uses and Disclosures. UCSF may use and/or disclose PHI received by UCSF pursuant to this Agreement solely for the purpose of performing its obligations under this Agreement.
- b. Disclosure of PHI. UCSF may, if necessary, use PHI (i) for the proper management and administration of UCSF's business obligations under this Agreement (such as auditing of data submitted by Covered Entity), or (ii) to carry out UCSF's legal responsibilities.
- c. Nondisclosure of PHI. UCSF is not authorized and shall not use or further disclose Covered Entity's PHI other than as permitted under this Agreement or as required by law or regulation.
- d. Safeguards. UCSF shall use appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of Covered Entity's Electronic PHI and to prevent any use or disclosure of Covered Entity's PHI other than as provided for by this Agreement. UCSF certifies that it will protect Covered Entity's PHI and information received from or created on behalf of Covered Entity according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- e. Workforce Training. UCSF certifies that all members of UCSF'S workforce who are using or disclosing Covered Entity's PHI on behalf of Covered Entity have been trained on UCSF's policies and practices regarding compliance with the requirements of the HIPAA Privacy and Security Rules.
- f. Reporting Actual or Suspected Disclosures Not Permitted By This Agreement.
  1. Notification. UCSF shall notify Covered Entity in writing within five (5) days of its discovery of any Security Incident or of any actual or suspected use or disclosure of Covered Entity's PHI not permitted by this Agreement of which UCSF or its officers, employees or agents become aware. UCSF shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2. Right of Covered Entity to Accounting or Audit. If Covered Entity receives information from UCSF or from other sources that there has been a breach or suspected breach of this Agreement that could result in use or disclosure of Covered Entity's PHI that is not permitted by this Agreement, UCSF shall provide, upon Covered Entity's request and at UCSF's expense, an audit or written accounting of all UCSF's uses and disclosures of Covered Entity's PHI.
3. Written Notification of Corrective Action Taken and Provision of Policies. UCSF will provide written notice to Covered Entity within twenty (20) days of the discovery of any use or disclosure of Covered Entity's PHI not permitted by this Agreement, including: (i) the actions taken by UCSF to mitigate any harmful effect of the unauthorized use or disclosures and (ii) what corrective action UCSF has taken or shall take to prevent future similar unauthorized use or disclosure. Upon request, UCSF will also provide to Covered Entity a copy of UCSF's policies and procedures that address the use and disclosure of Covered Entity's PHI and procedures for curing any material breach of this Agreement.
4. Accounting or Audit of UCSF's Uses of PHI. If Covered Entity determines that the written notice does not provide sufficient assurances that the breach has been cured, then within fifteen (15) days following Covered Entity's request, UCSF shall provide an audit or accounting of all uses and disclosures of Covered Entity's PHI maintained, used or disclosed by UCSF or by UCSF's agents.
5. If UCSF fails to provide the accounting or audit in a timely manner, or if Covered Entity is not satisfied that the corrective action is sufficient to reasonably prevent similar occurrences in the future, Covered Entity may terminate the Agreement in accordance with Section 4.

g. UCSF's Agents.

With respect to its Agents, UCSF acknowledges that this Agreement allows UCSF to provide Covered Entity's PHI only to Agents approved in advance by the CHART Board and solely for the purposes of carrying out this Agreement. Furthermore, UCSF shall:

1. Require such Agents to agree to the same restrictions and conditions that are imposed on UCSF by this Agreement, and to provide written assurance to UCSF that the Safeguard section (3.d.) and Workforce Training (3.e) section have been met.
2. Ensure that such Agents agree with UCSF in writing to implement reasonable and appropriate administrative, physical, and technical

safeguards to protect the confidentiality, integrity and availability of Covered Entity's Electronic PHI, hold the PHI confidentially and use or disclose the PHI only as required by law or for the purpose it was used or disclosed to the Agent.

3. Require such Agents to notify UCSF and Covered Entity within 5 days of any Security Incident or of any actual or suspected use or disclosure of Covered Entity's PHI not permitted by this Agreement of which such Agent or its officers or employees become aware.
  4. Provide within twenty (20) business days of the notification in Section g.3 to Covered Entity written notice of the actions taken by UCSF to mitigate any harmful effect of the unauthorized use or disclosures by the Agent and what corrective action UCSF has taken or shall take to prevent any future similar unauthorized use or disclosure.
  5. Assure that the Agent has destroyed or returned all Covered Entity's PHI to Covered Entity or UCSF as required in Section 4.b. upon a material breach or termination of the Agent's contract with UCSF. If the Agent maintains that return or destruction is infeasible, UCSF shall promptly notify Covered Entity in writing the reason the Agent cannot return or destroy Covered Entity's PHI.
  6. Be responsible for assuring that the Agent protects the PHI as otherwise required in this Agreement and as required by law.
- h. Individual's Request for Restrictions of PHI. UCSF shall notify Covered Entity in writing within five (5) business days of receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI UCSF maintains for or on behalf of Covered Entity. Upon written notice from Covered Entity that it agrees to comply with the requested restrictions, UCSF agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of Covered Entity.
- i. Individual's Request for Amendment of PHI. UCSF shall inform Covered Entity within five (5) business days of receipt of any request by or on behalf of the subject of the PHI to amend the PHI that UCSF maintains for or on behalf of Covered Entity. UCSF shall, within twenty (20) calendar days of receipt of a written request, make the subject's PHI available to Covered Entity as may be required to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526. UCSF shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by UCSF.

- j. Individual's Request for an Accounting of Disclosures of PHI. UCSF shall, within twenty (20) calendar days of receipt of a written request, make available to Covered Entity, and, if authorized in writing by Covered Entity, to the subject of the PHI, such information maintained by UCSF or its agents as may be required to fulfill Covered Entity's obligations to provide an accounting for disclosures of Covered Entity's PHI pursuant to HIPAA and the HIPAA regulations, including, but not limited to, 45 CFR section 164.528.
- k. Access to PHI by the Individual. When Covered Entity determines that the designated record set is held solely by UCSF or if UCSF is acting on behalf of Covered Entity to provide access to or a copy of the designated record set, UCSF shall, within five (5) calendar days of receipt of a written request, make available to Covered Entity, and, if authorized in writing by Covered Entity, to the subject of the PHI, such information as may be required to fulfill UCSF's obligations to provide access to or provide a copy of the designated record set of Covered Entity's PHI pursuant to HIPAA and the HIPAA regulations, including, but not limited to, 45 CFR sections 164.524.
- l. Regulatory Compliance. UCSF shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by UCSF on behalf of Covered Entity) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining Covered Entity's compliance with the HIPAA Regulations.
- m. Inspection of Records. Within thirty (30) calendar days of a written request, UCSF shall make available to Covered Entity during normal business hours all records, books, agreements, policies and procedures relating to the use and/or disclosure of Covered Entity's PHI for purposes of enabling Covered Entity to determine UCSF's compliance with the terms of this Agreement.
- n. Certification. Covered Entity and its authorized agents or contractors, may examine UCSF's facilities, systems, procedures, and records as may be necessary to determine the extent to which UCSF's security safeguards comply with HIPAA, the HIPAA Regulations, or this Agreement.
- o. Compliance with Law. UCSF shall comply with all applicable federal and state laws and regulations, including but not limited to the HIPAA Regulations, 45 CFR Parts 160, 162 and 164.

#### 4. Termination.

- a. Material Breach. A breach by UCSF or UCSF's agents of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement. If Covered Entity determines that a material breach has occurred, Covered Entity, upon written notice to UCSF describing the breach, may take any of the following actions:

1. Termination of the Agreement immediately if Covered Entity determines that (a) UCSF has breached a material term of this Agreement and (b) cure of the breach is not feasible;
  2. Termination of the Agreement unless UCSF, within five (5) business days, provides Covered Entity a plan to cure the breach and, within a period of fifteen (15) business days, cures the breach;
  3. In the case of a material breach of the Agreement, if it is not feasible for UCSF to terminate the Agreement, UCSF shall so notify Covered Entity. Upon Covered Entity's request:
    - i. UCSF shall, at its expense, provide a third party review of the outcome of any plan implemented under Section 4.a.2. to cure the breach;
    - ii. UCSF shall submit to a plan of monitoring and reporting by Covered Entity or its agents if Covered Entity determines it is necessary to assess UCSF's compliance with the Agreement.
- b. Term: The term of this Agreement shall commence May 8, 2009 and shall continue in effect for four (4) years, through May 7, 2013, or until earlier terminated for material breach as described in section 4(a) of this Agreement.
- c. Effect of Termination – Return or Destruction of PHI Held By UCSF or UCSF's Agents. Upon termination of this Agreement, UCSF shall return or, at the option of Covered Entity, destroy all PHI received from Covered Entity, or created and received by UCSF on behalf of Covered Entity, that UCSF or its Agents still maintain in any form, and shall retain no copies of such PHI. Not less than one (1) year after the termination of this Agreement, UCSF shall both complete such return or destruction and certify in writing to Covered Entity that such return or destruction has been completed.

If Covered Entity asks to withdraw from CHART, all submitted Public Report Data, as defined in Exhibit A, for Covered Entity will remain on the web site at least three months after the date of receipt of a written request for withdrawal to the CHART Board. The data will be removed at the next scheduled web site refresh or update that follows the three-month minimum. Refreshes are scheduled quarterly. Further, data received that is intended for Public Report will be posted to the web site and then remain posted subject to the three-month minimum. Withdrawn Covered Entity data will be replaced by a notation that the Covered Entity withdrew from CHART.

If Covered Entity withdraws from CHART, it may re-enter CHART after 12 months from the last web site update (refresh) when data was available. Returning Covered Entity is expected to submit the appropriate 12 months of data across all possible measures for inclusion that aligns with the rolling 12 month periods participating hospitals are using at the time. Observational measures not obtained during the non-participation period will require immediate data collection.

If UCSF states that return or destruction of Covered Entity's PHI is not feasible, UCSF must provide Covered Entity with a written statement of the reason that return or destruction by UCSF or UCSF'S Agents is not feasible. If Covered Entity determines that return or destruction is not feasible, this Agreement shall remain in full force and effect and shall be applicable to any and all of Covered Entity's PHI held by UCSF or UCSF's Agents.

5. Changes to the Agreement.

- a. Compliance with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that changes to this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable state and federal laws relating to the security or confidentiality of PHI.
- b. Negotiations. In the event of a change in or interpretation of any state or federal law, statute, or regulation which materially affects the rights or obligations of either party under this Agreement, the parties agree to negotiate immediately in good faith any necessary or appropriate revisions to the Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, then either party may immediately terminate this Agreement upon written notice to the other.

6. Indemnification.

- a. Indemnification by UCSF. UCSF agrees to defend at Covered Entity's election, indemnify, and hold harmless Covered Entity, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of UCSF, its officers, agents or employees with respect to the use and disclosure of Covered Entity PHI.
- b. Indemnification by Covered Entity. Covered Entity agrees to defend at UCSF's election, indemnify, and hold harmless UCSF, its officers, agents and

employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Covered Entity, its officers, agents or employees with respect to the use and disclosure of Covered Entity PHI.

## 7. Insurance

a. UCSF, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of insurance or self-insurance as follows

(i). Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$5,000,000 Products/Completed Operations Aggregate; (3) \$1,000,000 Personal and Advertising Injury; and (4) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

(ii). Workers' Compensation Insurance in a form and amount covering UCSF's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

(iii). Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section 7.a.(i) shall not in any way limit the liability of UCSF.

The coverages referred to under paragraph (i) of this Section 7.a. shall be endorsed to include Covered Entity as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UCSF, its officers, agents, and/or employees. UCSF, upon the execution of this Agreement, shall furnish Covered Entity with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Covered Entity of any modification, change or cancellation of any of the above insurance coverages.

b. Covered Entity, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

(i). Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$5,000,000

Products/Completed Operations Aggregate; (3) \$1,000,000 Personal and Advertising Injury; and (4) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

(ii). Workers' Compensation Self-Insurance Program covering Covered Entity's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

(iii). Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section 7.b.(i) shall not in any way limit the liability of Covered Entity.

The coverages referred to under paragraph (i) of this Section 7.b shall be endorsed to include UCSF as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Covered Entity, its officers, agents, and/or employees. Covered Entity, upon the execution of this Agreement, shall furnish UCSF with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UCSF of any modification, change or cancellation of any of the above self-insurance coverages.

#### 8. Miscellaneous Provisions.

- a. Assistance in Litigation or Administrative Proceedings. UCSF shall make itself, and any employees or agents assisting UCSF in the performance of its obligations under this Agreement, available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against Covered Entity, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy and arising out of this Agreement.
- b. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than Covered Entity, UCSF and their respective successors or assigns.
- c. Notice to Secretary. If Covered Entity knows of a pattern of activity or practice of UCSF that constitutes a material breach or violation of UCSF's obligation under this Agreement, if the breach or violation continues, and if

termination of this Agreement is not feasible, Covered Entity is required by the HIPAA regulations to report the problem to the Secretary of Health and Human Services.

- d. **Survival.** The obligations of UCSF under Sections 3(l), 3(m), 4(c), 6(a), 6(b), and 8(a) of this Agreement shall survive the termination of this Agreement.
- e. **Governing Law.** Notwithstanding any other provision to the contrary, this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. **Notices.** Any notices to be given to either party shall be made via U.S. Mail or express courier to the address given below and/or via facsimile to the facsimile telephone numbers listed below.

The parties hereby agree that the revised provisions contained in this Agreement supersede any previously executed agreement where applicable.

If to Covered Entity, to:

With a copy (which shall not constitute notice) to:

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

26520 Cactus Avenue,

Moreno Valley, CA 92555

Attention: Douglas D. Bagley

Fax: (951) 486-4475

Attention:

Fax:

If to UCSF, to:

With copies (which shall not constitute notice) to:

UCSF Institute for Health Policy Studies  
3333 California St., Ste. 265  
San Francisco, CA 94118-1944  
Attention: R. Adams Dudley, MD, MBA  
Fax: (415) 476-0705

UCSF Institute for Health Policy Studies  
3333 California St., Ste. 265  
San Francisco, CA 94118-1944  
Attention: Mitzi Dean, MS, MHA  
Fax: (415) 476-0705

Chief Privacy Officer  
Box 1922 , 2200 Post St., MZ Bldg C C508  
University of California, San Francisco  
San Francisco, CA. 94143-1922  
Attention: Deborah Yano-Fong, RN, MS  
Fax: (415) 353-9241

Each party may change its address and that of its representative for notice by giving notice in the manner provided above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

The Regents of the University  
of California on behalf of its  
University of California,

COUNTY OF RIVERSIDE

San Francisco Campus

Signature  
W. David Pendergast

Signature

Jeff Stone

Printed Name

Printed Name

Acting Manager, Business Contracts Unit

Chairman, Board of Supervisors

Title

Title

Date

Date

FORM APPROVED COUNTY COUNSEL

BY: Beauford T. Miller, Jr. 5/21/09  
BEAUFORD T. MILLER, JR. DATE

## 2009 CHART Hospital Performance Measures

### 2009 Measures for Public Report (CalHospitalCompare.org)

MEASURES FOR PUBLIC REPORTING	DATA SOURCE / COLLECTION REQUIREMENTS
<b>Critical Care: ICU Measures</b>	
<ul style="list-style-type: none"> <li>• ICU Process Measures               <ul style="list-style-type: none"> <li>○ DVT prophylaxis</li> <li>○ Stress peptic ulcer prophylaxis</li> <li>○ VAP prophylaxis – HOB 30</li> </ul> </li> <li>• ICU Mortality</li> <li>• ICU Length of Stay (same dataset as ICU Mortality)</li> </ul>	Observational - 50 observations/quarter – Total 200 per measure across 4 quarters <i>Training certification update required</i>
<b>Hospital Length of Stay and Readmissions</b>	
<ul style="list-style-type: none"> <li>• Hospital Length of Stay</li> <li>• All Cause Readmissions</li> <li>• Potentially Preventable Readmissions</li> </ul>	OSHPD Non-Public PDD using PacifiCare model OSHPD Non-Public PDD using PacifiCare model OSHPD Non-Public PDD using 3M model <i>(pending Board approval of validity)</i>
<b>Patient Safety: HAPU</b>	
<ul style="list-style-type: none"> <li>• Hospital Acquired Pressure Ulcers (HAPU)</li> </ul>	Quarterly prevalence studies – Total 4 studies per year <i>Training certification required</i>
<b>Patient Safety: Surgical Care Improvement Project</b>	
<b>Surgical Infection Prevention Composite &amp; individual rates, includes:</b> <ul style="list-style-type: none"> <li>• Timing of antibiotic (SCIP-Inf-1); Selection of antibiotic (SCIP-Inf-2); Duration of prophylaxis (SCIP-Inf-3); Cardiac surgery pts with controlled postop glucose (SCIP-Inf-4); Surgery pts with appropriate hair removal (SCIP-Inf-6); Surgery patients on beta-blocker therapy prior to admission who received a beta-blocker during periop period (SCIP-Card-2); Surgery pts with recommended VT prophylaxis Rx (SCIP-VTE-1); &amp; Surgery pts who received appropriate VT prophylaxis 24 hrs prior to 24 hrs after surgery (SCIP-VTE-2)</li> </ul>	Quarterly submission by The Joint Commission vendor
<b>Heart Attack – Public Report Data</b>	
<ul style="list-style-type: none"> <li>• ASA at arrival</li> <li>• ACEI or ARB for LVSD</li> <li>• BB Rx at discharge</li> <li>• BB at arrival (will be retired February 2010 posting)</li> <li>• Fibrinolytic therapy within 30 min of arrival</li> <li>• ASA Rx at discharge</li> <li>• Adult smoking cessation</li> <li>• Primary PCI within 90 min of arrival</li> </ul>	Quarterly submission by The Joint Commission vendor
<ul style="list-style-type: none"> <li>• AMI mortality</li> <li>• PCI volume</li> </ul>	OSHPD Report – administrative data <i>(Possibly 2009)</i> OSHPD Report – administrative data <i>(Possibly 2009)</i>
<b>Heart Failure – Public Report Data</b>	
<ul style="list-style-type: none"> <li>• Detailed DC instructions</li> <li>• Evaluation of LVS function</li> <li>• ACEI or ARB for LVSD</li> <li>• Adult smoking cessation</li> </ul>	Quarterly submission by The Joint Commission vendor
<b>Pneumonia – Public Report Data</b>	
<ul style="list-style-type: none"> <li>• Oxygenation assess 24 hrs (will be retired Nov. 2009 posting)</li> <li>• Blood cult before initial antibiotic in ICUs / in ED</li> <li>• Initial antibiotic within 6 hrs of arrival</li> <li>• Influenza screen or vacc</li> <li>• Pneumonia mortality</li> <li>• Adult smoking cessation</li> <li>• Initial antibiotic selection guideline consistent, ICU / non-ICU</li> <li>• Pneum screen or vacc</li> </ul>	Quarterly submission by The Joint Commission vendor
	OSHPD Report – administrative data

MEASURES FOR PUBLIC REPORTING	DATA SOURCE / COLLECTION REQUIREMENTS
<b>Heart Bypass Surgery</b> <ul style="list-style-type: none"> <li>• CABG w/ IMA</li> <li>• CABG mortality</li> </ul>	California Coronary Artery Bypass Graft Outcomes Reporting Program (CCORP) – administrative data
<b>Patient Experience</b> <ul style="list-style-type: none"> <li>• HCAHPS - plus 6</li> </ul>	Quarterly submission by patient experience vendor, analyzed every 6 months
<b>New Administrative Measures for Public Reporting</b>	
<b>Inpatient Quality Indicators</b> <ul style="list-style-type: none"> <li>• IQI 1 – Esophageal resection volume</li> <li>• IQI 2 – Pancreatic resection volume</li> <li>• IQI 4 – Abdominal aortic aneurysm volume</li> <li>• IQI 8 – Esophageal resection mortality rate</li> <li>• IQI 9 – Pancreatic resection mortality rate</li> <li>• IQI 11 – Abdominal aortic aneurysm repair mortality rate</li> <li>• IQI 16 – Congestive heart failure mortality (Internal reporting only initially)</li> <li>• IQI 19 – Hip fracture mortality rate</li> <li>• IQI 24 – Incidental appendectomy in the elderly rate</li> <li>• IQI 25 – Bilateral cardiac catheterization rate</li> </ul>	Administrative data - Non-Public PDD using AHRQ model
<b>Patient Safety Indicators (PSIs)</b> <ul style="list-style-type: none"> <li>• PSI 2 – Death in low mortality DRGs</li> <li>• PSI 4 – Death among surgical inpatients with serious treatable complications</li> <li>• PSI 5 – Foreign body left in during procedure</li> <li>• PSI 6 – Iatrogenic pneumothorax</li> <li>• PSI 12 – Postoperative pulmonary embolism or deep vein thrombosis</li> <li>• PSI 14 – Postoperative wound dehiscence</li> <li>• PSI 15 – Accidental puncture or laceration</li> <li>• PSI 16 – Transfusion reaction</li> </ul>	Administrative data - Non-Public PDD using AHRQ model (pending Board approval of validity)
<b>Potentially Preventable Complications (PPCs)</b>	
<ul style="list-style-type: none"> <li>• 01 – Stroke &amp; intracranial hemorrhage</li> <li>• 02 – Extreme CNS complications</li> <li>• 03 – Acute pulmonary edema and respiratory failure with mechanical ventilation</li> <li>• 04 – Pneumonia &amp; other lung infections</li> <li>• 05 – Aspiration pneumonia</li> <li>• 06 – Pulmonary embolism</li> <li>• 07 – Shock</li> <li>• 08 – Congestive heart failure</li> <li>• 09 – Acute myocardial infarction</li> <li>• 10 – Ventricular fibrillation / Cardiac arrest</li> <li>• 11 – Peripheral vascular complications except venous thrombosis</li> <li>• 12 – Venous thrombosis</li> <li>• 13 – Major gastrointestinal complications w/transfusion or significant bleeding</li> <li>• 14 – Major liver complications</li> <li>• 15 – Clostridium difficile</li> <li>• 16 – Urinary tract infection</li> <li>• 17 – Renal failure with dialysis</li> <li>• 18 – Decubitus ulcer</li> </ul>	<ul style="list-style-type: none"> <li>• 19 – Septicemia &amp; severe infections</li> <li>• 20 – Postop wound infection &amp; deep wound disruption w/procedure</li> <li>• 21 – Reopening surgical site</li> <li>• 22 – Postop hemorrhage &amp; hematoma with hem cntrl proc or I&amp;D proc</li> <li>• 23 – Accidental puncture / laceration during invasive procedure</li> <li>• 24 – Post-procedure foreign bodies</li> <li>• 25 – Iatrogenic pneumothorax</li> <li>• 26 – Mechanical complication of device, implant &amp; graft</li> <li>• 27 – Inflammation &amp; other complications of devices, implants or grafts except vascular infection</li> <li>• 28 – Infections due to central venous catheters</li> <li>• 29 – Obstetrical hemorrhage with transfusion</li> <li>• 30 – Obstetric lacerations &amp; other trauma without instrumentation</li> <li>• 31 – Obstetric lacerations &amp; other trauma with instrumentation</li> <li>• 32 – Major puerperal infection and other major obstetric complications</li> <li>• 33 – Postop resp failure with tracheostomy</li> </ul>

MEASURES FOR PUBLIC REPORTING	DATA SOURCE / COLLECTION REQUIREMENTS
<b>Patient Safety</b>	
<ul style="list-style-type: none"> <li>Leapfrog (pediatric and adult hospitals)*</li> </ul>	2008-2009 annual Leapfrog survey via link to Leapfrog site (Sections 1, 2, 3, 5 & 8)
<b>Maternity Measures</b>	
<ul style="list-style-type: none"> <li>VBAC rate or VBAC offered *</li> <li>Caesarian birth rates – “low risk” labor NSVT rates*</li> <li>3<sup>rd</sup> or 4<sup>th</sup> degree laceration – risk adjusted for parity and race*</li> <li>Use of ante-natal steroids in at risk pregnancies*</li> </ul>	OSHPD maternity report – administrative data OSHPD/CMQCC Pending OSHPD report; no data collection anticipated OSHPD/CPQCC; no data collection anticipated unless hospital not in CMQCC, CPQCC
<b>Pediatric Measures</b>	
<p><i>Newborn</i></p> <ul style="list-style-type: none"> <li>Rate of exclusive breastfeeding at discharge*</li> <li>Rate of very low birth weight (VLBW, &lt;1500 grams)*</li> <li>Births at hospitals without Level III or community/regional CCS-designated NICU*</li> </ul> <p><i>NICU</i></p> <ul style="list-style-type: none"> <li>Breastmilk at D/C for very low birth weight babies (VLBW, &lt;1500 grams)*</li> <li>Retinopathy of prematurity*</li> <li>Regional NICU Designation*</li> </ul>	<p>Rate of exclusive breastfeeding designation now on CalHospitalCompare.</p> <p>Other measures currently being analyzed. No data collection anticipated unless hospital not in CPQCC or a DHS designated hospital. Data from California DPH Center for Family Health, Genetic Disease Screening Program, Newborn Screening Data; OSHPD, birth certificates, CMQCC, or CPQCC</p> <p>CPQCC measure – TBD</p> <p>California Children’s Services (California DHS) NICU Level III designation now on CalHospitalCompare</p>
<p><i>PICU</i></p> <ul style="list-style-type: none"> <li>Central line associated blood stream infections (CLABSI)*</li> </ul>	NNIS data or direct from hospitals; currently being evaluated
<p><i>General Pediatrics</i></p> <ul style="list-style-type: none"> <li>Antibiotics for appendicitis*</li> <li>Asthma</li> <li>Pediatric volume versus pediatric specific staffing</li> </ul>	Chart Review necessary – sampling specifications TBD, voluntary participation

## 2009 Measures for Testing

MEASURE	DATA COLLECTION REQUIREMENTS
<b>Pediatrics – Testing</b>	
<ul style="list-style-type: none"> <li>NICU Nosocomial infection rate*</li> </ul>	No data collection anticipated unless hospital not in CPQCC
<b>Maternity – Testing</b>	
<ul style="list-style-type: none"> <li>Term Neonatal Outcome Composite*</li> </ul>	None – derived from administrative data

## Measures Approved for Future Public Report but Not Yet Developed

(pending final specifications and development of tools for data collection)

MEASURE	DATA COLLECTION REQUIREMENTS
<i>PICU</i>	
<ul style="list-style-type: none"> <li>Ventilator Associated Pneumonia (VAP)*</li> </ul>	Under development by NNIS and NACHRI

\*Measures for Pediatric departments and Pediatric hospitals