

507

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



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
January 21, 2013

**SUBJECT:** Agreement with the California Maternal Quality Care Collaborative

**RECOMMENDED MOTION:**

- 1) Ratify the participation agreement with the California Maternal Quality Care Collaborative effective January, 2013;
- 2) Authorize the Chairperson to sign three (3) copies of the agreement;
- 3) Retain one (1) copy and return two (2) copies of the executed agreement to Riverside County Regional Medical Center for distribution.

**BACKGROUND:** This agreement establishes a partnership with the California Maternal Quality Care Collaborative (CMQCC) at Stanford University to provide data as part of a Quality Improvement (QI) Collaborative beginning in January 2013. CMQCC is a statewide initiative to generate rapid-cycle performance metrics on maternity care services by bringing resources, tools, measures, and quality improvement techniques to clinicians, administrators, and public health leaders. The focus of the Collaborative is to gather data related to high blood pressure during pregnancy.

(continued on Page 2)

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

DB:cg

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$7,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ N/A	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost FY:</b>	\$ 0	<b>For Fiscal Year:</b>	12/13

<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**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** February 26, 2013  
**xc:** RCRMC

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref.:** 11/20/01 3.45, 3.21 8/1/06,  
10/28/08 32.9, 1/10/12 3.45

**District:** 5

**Agenda Number:**

3-55

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: *NEAL R. KIPNIS*  
DATE: 1/23/13  
Departmental Concurrence

Consent  
 Policy  
 Consent  
 Policy  
  
 Dept't Recomm.:  
 Per Exec. Ofc.:

**SUBJECT: Ratify the Agreement with the California Maternal Quality Care Collaborative**

**Page 2**

**BACKGROUND:** (Continued)

By participating in this Collaborative, the patients at Riverside County Regional Medical Center (RCRMC) will benefit from the tools and guidelines that support early recognition, diagnosis, treatment, and management of high blood pressure during pregnancy and ultimately reduce the ill effects of high blood pressure to mother and baby during pregnancy.

The participation fee for the CMQCC Quality Improvement Collaborative is \$7,000.

The agreement has been approved as to form by County Counsel.

MCARC Voucher # 273397

OM

# CMQCC CALIFORNIA MATERNAL QUALITY CARE COLLABORATIVE

Medical School Office Building 1265 Welch Road, Stanford, California 94305  
Phone (650) 725-6108 • Fax (650) 721-5751 • Website: www.CMQCC.org

24 September 2012

Ms. Judi Nightingale  
Senior Administrative Lead  
Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555

*Handwritten signature* ACNO  
9/24/12

Dear Judi:

### Invoice #CMQCC-2012-1-Preeclampsia Collaborative

Fee for participation in the California Maternal Quality Care Collaborative (CMQCC) Quality Improvement Collaborative: Improving the Health Care Response to Preeclampsia for Riverside County Regional Medical Center

Amount: \$7,000.00

Make check Payable to: Stanford University

Mail check to: CMQCC  
Stanford University, Medical School Office Building  
1265 Welch Road, MC 5415, X1C19  
Stanford, CA 94305

Payment due: Upon receipt

If you have any questions about this invoice, please email Valerie Cape at [cape@cmqcc.org](mailto:cape@cmqcc.org).

Thank you,

*Handwritten signature: Nancy Peterson*

Nancy Peterson, RNC  
Clinical Program Manager  
California Maternal Quality Care Collaborative (CMQCC)



Riverside County Regional Medical Center  
Requisition Exemption Request Form

<b>Vendor / Employee: California Maternal Quality Care Collaborative (CMQCC)</b>	<b>Employee ID:</b>
<b>Department Name: Nursing Administration</b>	<b>Department ID: 87200</b>

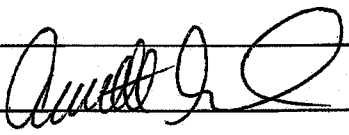
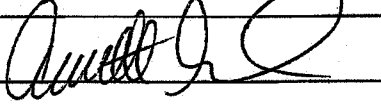
Exemption Type:

- Employee Reimbursement  
\* Attach General Form 14 and all necessary receipts
- Conference Registration/Tuition  
\* Attach General Form 14, Conference Approval, and all necessary receipts
- Membership to Professional Organization  
\* Attach renewal notification or initiating invoice
- Subscription  
\* Attach renewal notification, order form, invoice, etc.
- Advertising  
\* Attach required invoice and authorized signature on invoice
- Utility Services  
\* Attach required invoice and authorized signature on invoice
- Other

Make check payable to: California Maternal Quality Care Collaborative

Address: 1265 Welch Road, MS5415, Stanford, California 94305

Amount: \$7,000

Supervisor Approval:  Date: \_\_\_\_\_  
Administrative Approval:  Date: 8/29/12

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

## California Maternal Quality Care Collaborative Participation Agreement

This agreement (the "Agreement") is entered into by and between Riverside County Regional Medical Center (the "Participant") and The Board of Trustees of the Leland Stanford Junior University through the California Maternal Quality Care Collaborative / California Perinatal Quality Care Collaborative within the School of Medicine ("CMQCC/CPQCC" or "the Collaborative") as of January 2013 (the "Effective Date").

CMQCC through its Executive Committee and the Steering Committee of the California Maternal Data Center ("CMDC") has established a statewide reporting program to collect hospital-level performance data on California maternal and neonatal care.

### Recitals

1. As originally contemplated, Stanford University established CMQCC as a voluntary statewide reporting program to collect hospital-level performance data on maternal and neonatal care in order to improve care and outcomes for mothers and their newborns in California.
2. Participant desires to participate in the Collaborative and to adhere to the principles outlined below, established by CMQCC, for (i) the development and implementation of performance improvement metrics and strategies for maternity and labor and delivery units in California and for (ii) the education of health care consumers through publication of selected, risk-stratified indicators of Participant level performance.
3. CMQCC and Participant desire to enter into this Participation Agreement setting forth the terms relating to the Participant's participation in the Collaborative.

### Agreement

In consideration of the mutual promises set forth below, the parties agree as follows:

1. Collaborative Participants: Hospitals with Labor and Delivery Units in the State of California are eligible to participate in the Collaborative. CMQCC will require all other CMQCC participants to enter into a participation agreement substantially the same as this Agreement in order to participate in the Collaborative.
2. Purpose and Goals of the Collaborative: The Participant acknowledges that the purpose of the Collaborative is to improve the quality and outcomes of perinatal health care in California through:
  - a) Development of a responsive, real time, statewide maternal and perinatal data system.

- b) Taking advantage of existing core state and front-end maternal and perinatal data systems.
  - c) Improvement in the accuracy of the data collected for documenting and reporting on maternal and infant health and the provision of maternity care services.
  - d) Development of a collaborative network of public and private obstetric and neonatal providers, insurers, public health professionals and business groups to support a system for benchmarking and continuous performance improvement activities for perinatal care.
3. Release of Information: The purpose of the Collaborative is to improve the care and outcomes of California's pregnant women and their newborns. In order to fulfill this purpose, the Parties recognize the importance of sharing valuable information generated through the Collaborative publically in accordance with the standards set forth in this Agreement and Attachment B. Public release of specific, risk-stratified indicators of quality of care is contemplated to (i) support quality and performance improvement efforts and (ii) provide usable information to consumers of perinatal health care.
- a) In particular, and for general public health purposes, the parties agree that CMQCC shall be entitled to use, publish and/or publically release aggregate data including but not limited to data sets derived from the Participant Data (as defined in Section 7(a) of this Agreement) but de-identified such that the information cannot reasonably be used to identify any of Participant's patients, which uses, publications or other public releases may identify participants in the Collaborative, including Participant, but which uses, publications or other public releases of aggregate data shall not identify in any way any performance or other data shared with CMQCC as the Participant's data.
  - b) The parties also agree that CMQCC shall provide Participant-specific reports, which will include Participant-specific information based upon the Participant Data, confidentially to Participant so that Participant may evaluate certain quality and other indicators for purposes of quality improvement and benchmarking by Participant. Collaborative shall provide additional consultation and/or training regarding performance improvement for Participant and as described further in Section 8(h) of this Agreement.
  - c) In addition to use, publication or other release of certain Collaborative information otherwise permitted by this Agreement, the parties also agree that CMQCC shall have the right, but only with explicit authorization in writing and in advance from Participant, to release Participant-specific information to organizations selected by Participant and as described further in Section 9 below.

- d) In addition, the parties agree that CMQCC shall be entitled to use, publish and/or publically release select quality indicators, but only for purposes approved in advance by the CMQCC Executive Committee, which select quality indicators shall be based upon Participant Data that is de-identified such that the information cannot reasonably be used to identify any of Participant's patients, but which use, publication or other public release may specifically identify such quality indicators as Participant's. Any quality indicators selected for publication or other public release will be communicated to Participant along with comparative data to guide performance improvement efforts at least one year in advance of any publication or other public release date. CMQCC will notify Participant and Participant's Chief of Obstetrics of the planned date of publication or other release of any such Participant-specific quality indicators at least sixty (60) days in advance of any such publication or other release by CMQCC. As provided in Section 4(b) of this Agreement, the Participant may terminate this Agreement at any time upon thirty (30) days' written notice to CMQCC, and as provided in Section 10 of this Agreement, and subject to limited exceptions provided in Section 10, any publication by CMQCC based upon the Participant Data after any termination of this Agreement is prohibited.
- e) Finally, the parties also agree that CMQCC may, from time to time, allow researchers unaffiliated with CMQCC to apply to use, for research purposes, sets of data, which may be based in part upon the Participant Data, but which data, if released to such unaffiliated researchers, shall be de-identified such that the information cannot reasonably be used to identify any of Participant's patients and also de-identified such that the information cannot reasonably be identified as Participant's data. Any such release of information to researchers unaffiliated with CMQCC shall be subject to prior review and approval by the CMQCC Executive Committee or a panel which the CMQCC Executive Committee creates for the specific purpose of reviewing and approving such requests.

4. Term; Termination:

- a) The initial term of this Agreement ("Initial Term") shall be for a period of three (3) years beginning on the Effective Date, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement shall be automatically renewed for an additional term of one (1) year (each a "Renewal Term"), unless either of the parties provides written notice of non-renewal not less than thirty (30) days prior to the end of the applicable Initial Term or Renewal Term.
- b) Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Either party may terminate this

Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party and the non-breaching party has not given written authorization for a longer time to cure such breach. This Agreement may be terminated immediately upon the occurrence of any of the following events:

- (1) Either party closes or discontinues operations to such an extent that program activities cannot be carried out adequately.
  - (2) Participant loses its license to operate as a hospital under California law or its Medicare certification.
5. **Membership:** Should the Participant withdraw from the Collaborative, Participant will not be listed in the next publication of the membership as a member.
6. **Fees:** CMQCC has received start up funds from multiple sources, which are being managed by its fiscal intermediary, Stanford University. As of the date of execution of this Agreement there are no fees to participate in the CMQCC California Maternal Data Center (CMDC). Participation fees may be introduced in future years after reasonable notice to Participant.
7. **Participant agrees to:**
  - a) Provide the Collaborative with timely and accurate health care process and outcomes data regarding neonatal and maternal conditions and care processes as such data is outlined and specified by the Collaborative (the "Participant Data"). All Participant Data shall be collected by Participant concurrent with delivery of care by Participant.
  - b) Report Participant Data on a quarterly or more frequent basis as requested by CMQCC to the CMQCC data center ("CMQCC Data Center") no later than 50 days past the end of any such reporting period. Participant Data are to be submitted via the CMDC web application as specified in instructions provided by the CMQCC CMDC.
  - c) Only share Participant Data with CMQCC in accordance with the Data Use Agreement attached hereto as Attachment A.
  - d) In accordance with the Data Use Agreement, remove all individual patient identifiers, except for a single hospital-assigned unique patient identifier (e.g. Abstract Record Number, Medical Record Number or Hospital Visit Number) that will be submitted to the CMDC web application by Participant as part of the Participant Data but which unique identifier will be encrypted immediately and, in any event, prior to CMQCC having any access to the Participant Data; all Participant Data to which CMQCC will have access shall, therefore,



qualify as “limited data set” information as defined under the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- e) Remain at all times the sole keeper of any key for decrypting coded information accessed by CMQCC, including any unique patient identifiers held by Participant but encrypted before any CMQCC access.
  - f) Be solely responsible for decisions with respect to use and disclosure of the Participant Data anytime before such Participant Data is under the control of CMQCC and for transmission of any Participant Data to CMQCC including any determination as to whether patient authorization is required for transmission of such Participant Data to CMQCC.
  - g) Cooperate with CMQCC in connection with CMQCC’s exercise of its audit responsibilities as set forth in Section 8(f) below. Such cooperation by Participant may include at times, and as directed by CMQCC, conducting and reporting on Participant’s own periodic self-audits of Participant Data in accordance with audit methodologies developed by CMQCC.
  - h) Designate a contact person for the Collaborative, in writing, who will serve as a liaison between the Participant and CMQCC for quality improvement and data collection activities.
  - i) Supply hardware (i.e., computers) for data entry.
  - j) Provide appropriate personnel (e.g., physicians, medical records staff or data managers) for training by CMQCC (either in person or by written materials) for purposes of proper collection and submission of Participant Data to CMQCC.
  - k) Evaluate Participant personnel responsible for maintenance, collection and submission of Participant Data regarding the coding of data in order to assure a minimum standard of data quality, possibly using form evaluation tests that CMQCC may provide to Participant.
8. CMOCC agrees to:
- a) Provide a web application through CMDC for uploads of the Participant Data, and data entry for specific data elements, in addition to consultation for data collection to or for Participant.
  - b) Facilitate Participant’s own quality improvement analyses and related activities by providing Participant with data quality reports that (i) compare the data elements included in Participant’s Participant Data submissions to

standard benchmarks and (ii) highlight outlier status for any category of data elements provided by the Participant.

- c) Use and disclose any Participant Data only in accordance with the terms and conditions of the Data Use Agreement attached hereto as Attachment A.
- d) Only release information publicly in accordance with Sections 3 and 9 of this Agreement.
- e) Facilitate Participant's own quality improvement analyses and related activities via the CMDC web application and provide Participant with Participant-specific performance measures on a monthly, quarterly and/or annual basis including comparison to similar hospital, regional and statewide aggregate data as reasonably available; provided, however, that such comparison data shall be blinded except as to Participant such that no other participants will be identifiable through such reports.
- f) Contingent upon the availability of funding, periodically audit any and all Participant Data received by CMQCC for completeness and accuracy and provide a summary of audit findings to Participant.
- g) Aggregate the Participant Data into the CMQCC limited data set (the "CMQCC Data Set"), which CMQCC Data Set shall be owned and subject to the exclusive control of CMQCC.
- h) Based upon CMQCC expertise and experience, and without the need to use any Participant Data, provide training and consultation on quality and performance improvement based upon the indications of Participant outcomes. Any such consultation or training services shall be provided free of charge to Participant if such consultation or training is supported by grant funding to CMQCC. If no grant funding supports such consultation or training services, such services shall be rendered by CMQCC in accordance with a mutually agreed upon fee schedule.
- i) As the development of the Collaborative progresses, the CMQCC Executive Committee and the CMDC Steering Committee, with participation of certain designated Participant representatives, will select and package perinatal performance indicators suitable for public release.
- j) Issue an annual report to all CMQCC participants showing trends and quality associations based on data aggregated across all participants.

9. Reports to Select Outside Organizations.

- a) The Parties hereby recognize and agree that Participant Data may be useful for purposes of supporting the missions and critical healthcare quality

improvement and research, evaluation and accreditation agendas of certain key organizations other than Participant and CMQCC. For this reason, the Parties hereby acknowledge and agree that Participant will be given the opportunity to select organizations to which CMQCC may provide reports based upon the Participant Data; Participant's election(s) of organizations with which CMQCC is permitted to share reports based upon the Participant Data will be made in writing and in advance of any release of any reports based on Participant Data as described in Section 3(d) of this Agreement. To the extent required by HIPAA, CMQCC agrees to enter into Data Use Agreements in substantially the same form as the Data Use Agreement attached hereto as Attachment A with any of the organizations approved in advance and in writing by Participant. Participant may change its election of organizations with which CMQCC is authorized to share reports based on Participant Data at any time upon ninety (90) days written notice to CMQCC.

10. Publication Prohibited after Termination. Upon termination of this agreement, whether upon expiration of the term or any earlier termination as permitted hereunder, CMQCC agrees that no publication based upon Participant Data shall occur after said termination date; provided that CMQCC shall not be required to recall publications already existing that are based upon such Participant Data.
11. Contact Person for Reports. Participant requests that all communications and reports relating to Participant Data submitted by Participant should be made to the following individual:

Debi Martinez, MRS II OB/Nursing

(951) 486-5917 Fax (951) 486-0000

DMartinex@co.riverside.ca.us

12. Limitation of Liability; Disclaimer of Warranties. CMQCC shall not be responsible for any problems relating to the electronic transmission of data or reports, whether due to problems with CMQCC's server, the Participant's service provider, the Participant's submission of data through a third party, or otherwise.
13. Compliance with Law. Notwithstanding anything herein to the contrary, the Parties hereby agree to comply with all applicable federal and state laws including without limitation any applicable laws with respect to use, disclosure, re-use or re-disclosure of individually identifiable health information.
14. Independent Contractors. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Nothing in this Agreement shall constitute or be

construed as constituting or intending to create an agency, partnership, joint venture, or employer/employee relationship between CMQCC and the Participant. Neither of the parties, nor any of their respective officers, directors, employees, or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for workers' compensation or any employee benefits of any kind.

15. Notices. Any notice required or permitted to be given to a party under the provisions of this Agreement shall be deemed given if mailed by certified or registered United States mail, first-class, postage prepaid, or nationally recognized courier service, to the contact and address set forth on the signature page hereof. Either party may, from time to time, change its notice address by written notice to the other party in accordance with the provisions of this Section 15.
16. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be limited and construed so as to make it enforceable or, if such limitation or construction is not possible, such provision shall be deemed stricken from this Agreement. In such event, all other provisions not stricken from this Agreement shall remain in full force and effect, unless such enforcement would be inconsistent with the purposes of this Agreement.
17. Effect on Prior Agreements. This Agreement supersedes all prior agreements, written or oral, and constitutes the entire Agreement between the Participant and CMQCC regarding the subject matter hereof.
18. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of CMQCC, the Participant and their successors and assigns. This Agreement shall be governed by and construed under the laws of the State of California, without giving effect to conflict of laws principles. This Agreement may not be modified except in a written amendment signed by both parties.

*[SIGNATURE PAGES FOLLOW]*

On behalf of the California Maternal Quality Care Collaborative, I agree to the provisions of participation on this date \_\_\_\_\_.

Signed: \_\_\_\_\_

Name: Barbara Murphy, RNC, MSN

Title: Project Director

Address: California Maternal Quality Care Collaborative (CMQCC)  
Medical School Office Building  
1265 Welch Road, MS 5415  
Stanford, CA 94305 USA

Phone: (650) 725-6108

FAX: (650) 721-5751

FORM APPROVED COUNTY COUNSEL  
BY [Signature] DATE 1/23/13  
NEAL R. KIPNIS

On behalf of Riverside County Regional Medical Center (Participant), I agree to the provisions of participation in the CMQCC on this date January 2013.

Signed: [Signature] 1/23/13 [Signature]  
COUNTY

Name: Douglas D. Bagley John Benoit

Title: Hospital Director/CEO Chair, Board of Supervisors

Address: 26520 Cactus Avenue

Moreno Valley, CA 92555

Phone: (951) 486-4000

FAX: (951) 486-4475

ATTEST  
KECIA HARPER-HEM, Clerk  
By [Signature]  
DEPUTY

On behalf of Stanford University, I agree to the provisions of participation in the CMQCC on this date \_\_\_\_\_.

Signed: \_\_\_\_\_

Name: Kathleen Thompson

Title: Dean's Office Representative, School of Medicine, Stanford University

## Attachment A

### DATA USE AGREEMENT

This Data Use Agreement (the "Agreement") by and between Riverside County Regional Medical Center ("Covered Entity") and The Board of Trustees of the Leland Stanford Junior University through the California Maternal Quality Care Collaborative / California Perinatal Quality Care Collaborative within the School of Medicine ("Data User") is effective as of January 2013 (the "Agreement Effective Date") and is entered into pursuant to Section 7 of the Participation Agreement by and between Covered Entity and Data User (the "Participation Agreement").

#### RECITALS

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined), the HIPAA Regulations (as hereinafter defined) and the HITECH Standards (as hereinafter defined), and is permitted to use or disclose such information only in accordance with HIPAA, the HIPAA Regulations and the HITECH Standards;

WHEREAS, Data User performs certain Activities (as hereinafter defined);

WHEREAS, Covered Entity wishes to disclose a Limited Data Set (as hereinafter defined) to Data User for use by Data User in performance of the Activities (as hereinafter defined);

WHEREAS, Covered Entity wishes to ensure that Data User will appropriately safeguard the Limited Data Set in accordance with HIPAA and the HIPAA Regulations;  
*and*

WHEREAS, Data User agrees to protect the privacy of the Limited Data Set in accordance with the terms and conditions of this Agreement, HIPAA and the HIPAA Regulations;

NOW THEREFORE, Covered Entity and Data User agree as follows:

**Definitions.** The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA, the HIPAA Regulations and/or the HITECH Standards.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

“*HIPAA Regulations*” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.

“*HITECH Standards*” means the privacy, security and security Breach notification provisions applicable to business associates under Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), Public Law 111-5), and any regulations promulgated thereunder.

“*Covered Entity*” means a health plan (as defined by HIPAA and the HIPAA Regulations), a health care clearinghouse (as defined by HIPAA and the HIPAA Regulations), or a health care provider (as defined by HIPAA and the HIPAA Regulations) who transmits any health information in electronic form in connection with a transaction covered by the HIPAA Regulations.

“*Individually Identifiable Health Information*” means information that is a subset of health information, including demographic information collected from an individual, and;

is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

relates to the past, present, or future physical or mental health or 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

that identifies the individual; or

with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“*Protected Health Information*” or “*PHI*” means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term *electronic media* in the HIPAA Regulations; or transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, and records described at 20 U.S.C. § 1232g(a)(4)(B)(iv).

#### **Obligations of Covered Entity.**

*Limited Data Set.* Covered Entity agrees to disclose the following Protected Health Information upon request to Data User: Maternal dates of birth; Infant dates of birth; Dates of admission and discharge; Dates of service (dates of delivery); Zip codes; sex; race/ethnicity; Principal language spoken by mothers; Principal procedure codes; Other procedure codes (and dates of service);

Principal diagnosis; Present on admission principal diagnosis; Other diagnoses present on admission; Applicable diagnosis-related group(s); Information, if any, regarding spontaneous rupture of membranes; Active labor information; Notation as to exclusive breastfeeding if applicable; Plurality information; Birth weight; Gestational age; Parity information; Method of delivery; Fetal presentation; Admission type; Disposition of patient; and Type of care (the "Limited Data Set"). Such Limited Data Set shall not contain any of the following identifiers of the individual who is the subject of the Protected Health Information, or of relatives, employers or household members of the individual: names; postal address information, other than town or city, State, and zip code; telephone numbers; fax numbers; electronic mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images. The parties acknowledge and agree that as part of the process required for Covered Entity to share information with Data User, Covered Entity will submit medical record numbers to a web interface that will be managed by Data User and that will immediately encrypt all such medical record numbers such that Data User will never have access to such medical record number information from Covered Entity.

#### **Obligations of Data User.**

*Performance of Activities.* Data User may use and disclose the Limited Data Set received from Covered Entity only in connection with the performance of the activities provided for under the Participation Agreement, which include without limitation research, public health and healthcare operations activities. Data User shall limit the use or receipt of the Limited Data Set to the following individuals or classes of individuals who need the Limited Data Set for the performance of the Activities:

- Jeffrey B. Gould, MD, MPH, Principal Investigator  
Chair, California Perinatal Quality Care Collaborative  
Robert L. Hess Professor in Pediatrics  
Director, Perinatal Epidemiology and Health Outcomes Research Unit,  
Division of Neonatal and Developmental Medicine
- Elliott Main, MD, Principal Investigator  
Director, California Maternal Quality Care Collaborative
- Andrew Carpenter, Database Administrator
- Kathryn Melsop, MS, CMQCC Program Manager
- CMQCC Data Analyst
- CPQCC Database Administrator
- CPQCC Data Analyst



- Appropriate staff within the University or its School of Medicine for purposes related to the Activities outlined above.

*Nondisclosure Except As Provided In Agreement.* Data User shall not use or further disclose the Limited Data Set except as permitted or required by this Agreement.

*Use Or Disclosure As If Covered Entity.* Data User may not use or disclose the Limited Data Set in any manner that would violate the requirements of HIPAA or the HIPAA Regulations if Data User were a Covered Entity.

*Identification Of Individual.* Data User may not use the Limited Data Set to identify or contact any individual who is the subject of the PHI from which the Limited Data Set was created.

*Disclosures Required By Law.* Data User shall not, without the prior written consent of Covered Entity, disclose the Limited Data Set on the basis that such disclosure is required by law without notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Data User shall refrain from disclosing the Limited Data Set until Covered Entity has exhausted all alternatives for relief.

*Safeguards.* Data User shall use any and all appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided by this Agreement.

*Data User's Agents.* Data User shall not disclose the Limited Data Set to any agent or subcontractor of Data User except with the prior written consent of Covered Entity. Data User shall ensure that any agents, including subcontractors, to whom it provides the Limited Data Set agree in writing to be bound by the same restrictions and conditions that apply to Data User with respect to such Limited Data Set.

*Reporting.* Data User shall report to Covered Entity within seventy-two (72) hours of Data User becoming aware of any use or disclosure of the Limited Data Set in violation of this Agreement or applicable law. Notwithstanding the foregoing provisions of this Section 3.h., Data User shall promptly report to Covered Entity any breach, as defined by the HITECH Standards, of PHI received by Data User from Covered Entity.

### **Material Breach, Enforcement and Termination.**

*Term.* This Agreement shall be effective as of the Agreement Effective Date, and shall continue until the Agreement is terminated in accordance with the provisions of Section 4.b. of the Participation Agreement between the parties terminates.

*Covered Entity's Rights of Access and Inspection.* From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Data User has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Data User to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Data User's facilities, systems and procedures does not relieve Data User of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection of, but failure to notify Data User or require Data User's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. The parties' respective rights and obligations under this Section 4.b. shall survive termination of the Agreement.

*Termination.* Covered Entity may terminate this Agreement:

immediately if Data User is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;

immediately if a finding or stipulation that Data User has violated any standard or requirement of HIPAA, the HIPAA Regulations, or any other security or privacy laws is made in any administrative or civil proceeding in which Data User has been joined;

pursuant to Sections 4.d(3) or 5.b of this Agreement; or

immediately upon termination of the Participation Agreement.

*Remedies.* If Covered Entity determines that Data User has breached or violated a material term of this Agreement, Covered Entity may, at its option, pursue any and all of the following remedies:

exercise any of its rights of access and inspection under Section 4.b. of this Agreement;

take any other reasonable steps that Covered Entity, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

terminate this Agreement immediately.

*Knowledge of Non-Compliance.* Any non-compliance by Data User with this Agreement or with HIPAA or the HIPAA Regulations automatically will be considered a breach or violation of a material term of this Agreement if Data User knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.



**Attachment B**  
**California Maternal Quality Care Collaborative**

Standards for Confidentiality and Public Release of Member Hospital/Group Level  
Performance

Purpose and Premise:

The purpose of the Collaborative is to improve the perinatal health and outcomes of all California residents *while avoiding unfair competitive advantage for any provider group or agency or further limiting access to care for isolated or disproportionately high risk populations*. In order to provide the consumers of perinatal health care with useful, accurate information upon which to make health care choices, significant results of quality improvement efforts will be formatted and released under the standards for public reporting/benchmarking as listed below.

Standards for any public release of CMQCC information include:

1. The Collaborative owns the CMQCC Data Set, as described at Section 8.g of the CMQCC Participation Agreement (the "Agreement") and Attachment A, and its California Maternal Data Center Steering Committee, with approval by the CMQCC Executive Committee, sets standards for access and level of release of information within the framework of the Agreement and Attachment A.
2. All hospital/group level data remain blinded and confidential except to the individual hospital/group for its own quality improvement except as such significant performance metrics may be designated for public reporting or performance evaluation in a form to be determined by the CMQCC Executive Committee and its subcommittees.
3. Volume requirements, risk stratification and data quality standards are communicated in writing to each participant. Should Collaborative decide that any hospital/group data are insufficient for adequate risk stratification due to volume or quality of reporting, participant will be notified and may choose either to be excluded from that cycle of public reporting or to be included with appropriate notation.
4. A full quality improvement cycle on any selected indicator for public release will be completed prior to any release. This includes a designated period of baseline measurement, a designated period for quality/performance improvement followed by a designated period for post-improvement measurement.
5. Each participant including at least the Participant's Chief of Obstetrics/Maternal-Fetal Medicine and designated Administrator will be notified in writing of CMQCC's intent to release hospital/group performance level information at least sixty (60) days prior to any contemplated release.

6. Any public release must have accompanying narrative outlining the strengths, weaknesses and significance of the reported information.
7. Participant may withdraw from having its hospital/group level information publicly released by the Collaborative up to thirty (30) days prior to any public release of hospital/group level information without penalty. Request to withdraw must be in writing and transmitted by hospital/group official in such a manner as to insure receipt by Collaborative office. Should participant withdraw, hospital/group name will be removed from Collaborative membership list.