

Data Use Agreement

This data use agreement (the "Agreement") is by and between The Regents of the University of Michigan, a Michigan constitutional corporation and its Michigan Trauma Quality Improvement Program (MTQIP) a Blue Cross and Blue Shield of Michigan Collaborative Quality Initiative with its principal place of business in Ann Arbor, Michigan, and _____ Facility and is effective as of June 18, 2018 (the "Effective Date") (data submission case admissions beginning January 1, 2016).

WHEREAS, MTQIP and Facility maintain certain information that each wishes to use and/or disclose as permitted by this Agreement for research, public health, or health care operations such as quality assurance or benchmarking purposes permitted under 42 C.F.R. § 164.514(e):

WHEREAS, the State of Michigan's Department of Health and Human Services (MDHHS) Statewide Trauma System is also interested in accessing MTQIP's aggregated dataset for reporting purposes to the Statewide Trauma System.

NOW, THEREFORE, the parties, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. Facility shall provide MTQIP with access to certain data (the "Limited Data Set") in accordance with the terms and conditions of this Agreement. Under no circumstances shall either party be required under this Agreement to provide the other with any information that does not qualify as part of a "limited data set" under 42 C.F.R. § 164.514(e).
2. MTQIP and Facility acknowledge that the information shared with MTQIP is owned by Facility; however, Facility agrees that the return of information shared is infeasible once it is integrated into an aggregated database.
3. The following individual (the "Authorized Party") is authorized to use the Limited Data Set or Report or any part of it and agrees to abide by the terms of this Agreement:

Name: Mark R. Hemmila, M.D. Signature: _____

Use an attachment to list any additional individuals. See attachment.

4. The parties, and any Authorized Party on the parties behalf, may use the Limited Data Set or only for the following purposes:

- 1) Benchmarking clinical variables for purposes of quality improvement.
- 2) Presenting and publishing results of quality improvement efforts.
- 3) Presenting and publishing new findings that are clinically relevant to the treatment of trauma patients.
- 4) Creating de-identified extracts (reports or data sets) and using them or disclosing them for outcome evaluation.

5. The Parties agree as follows:

- ✓ Not to use or further disclose the Limited Data Set or any information contained therein other than as permitted by this Agreement or required by applicable law.
- ✓ To use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement.
- ✓ To report to the other party, any use or disclosure of the Limited Data Set or any part of it not provided for by this Agreement of which either party or any Authorized Party or UMHS becomes aware.
- ✓ To ensure that any agents, including subcontractors, to whom a Party provides the Limited Data Set or any part of it to agree to the same restrictions and conditions that apply to the Parties under this Agreement.
- ✓ Not to use the information contained in the Limited Data Set to identify the individuals whose information is contained in the Limited Data Set, nor to contact them under any circumstances.
- ✓ Sharing with MDHHS Statewide Trauma System to improve the quality of care delivered to Trauma patients in Michigan.

6. Term. The term of this Agreement ("Term") shall begin on the Effective Date and shall continue for an initial term of one (1) year, at which time this Agreement shall automatically renew for additional one-year periods and shall continue until terminated.
7. In the event either party becomes aware of any use of the Limited Data Set or any part of it that is not authorized under this Agreement or required by applicable law, they may (i) terminate this Agreement upon notice; (ii) disqualify (in whole or in part) the Party at fault and/or any Authorized Parties from receiving protected health information in the future; and/or (iii) report the inappropriate use or disclosure to the Secretary of the Department of Health and Human Services. Further sanctions may apply under 42 C.F.R. parts 160 and 164.
8. Contribution of Data. The hospital will transmit all trauma records that meet inclusion criteria outlined in the National Trauma Data Standard (NTDS) Data Dictionary which is subject to change by the American College of Surgeons Committee on Trauma. The submissions shall be provided within the schedule provided by the MTQIP. The Hospital shall retain ownership of its data and, subject to the terms and conditions set forth herein, hereby grants to MTQIP a non-exclusive, perpetual, irrevocable license

to utilize the data and to share it with other participants for purposes of quality improvement/benchmarking in the area of health care, or for related research purposes.

WHEREFORE, the parties, through their authorized representatives, hereby accept and agree to the terms and conditions of this Agreement.

The Regents of the University of Michigan

Facility

Signature: _____ Signature: _____

Name (Printed): Jeanne Strickland Name (Printed): _____

Title: Chief Compliance Officer, Michigan Medicine Title: _____

Date: _____ Date: _____

Data Use Agreement

The following individuals, in addition to the individuals included on the first page, (the “Authorized Parties”) are authorized to use the Limited Data Set or any part of it and agree to abide by the terms of this Agreement:

Name: Anne Cain-Nielsen, MS Signature: _____

Name: Jill Jakubus, PA-C, MHSA, MS Signature: _____

Name: Judy Mikhail, RN, MSN, MBA, PhD Signature: _____

Name: Sara Samborn, RN, MSN Signature: _____