

**Amended & Restated
California Perinatal Quality Care Collaborative
Membership Agreement**

This Amended and Restated CPQCC Membership Agreement (the “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between _____ (the “**Participant**”) and The Board of Trustees of the Leland Stanford Junior University on behalf of the California Perinatal Quality Care Collaborative / California Maternal Quality Care Collaborative within the School of Medicine (“**CPQCC**”).

Recitals

WHEREAS, CPQCC operates a statewide reporting program to collect hospital-level performance data on California maternal and neonatal care (the “**CPQCC Program**”) in order to improve the care and outcomes for high-risk mothers and their newborns in California.

WHEREAS, starting in 2004, participation in the CPQCC Program was mandated by the State of California Department of Health Services, California Children’s Services (“**CCS**”) program for all CCS-approved hospital Neonatal Intensive Care Units (“**NICUs**”). The CPQCC Program is administered by CPQCC staff and advised by its executive committee (the “**CPQCC Executive Committee**”).

WHEREAS, starting in 2009, CPQCC has also implemented the High Risk Infant Follow-Up Quality of Care Initiative (“**HRIF QCI**”) for CCS, participation in which is also required for all CCS-approved NICUs. HRIF QCI is administered by CPQCC staff and advised by its executive committee (the “**HRIF Executive Committee**”).

WHEREAS, Participant desires to continue to participate in the CPQCC Program and/or the HRIF QCI and to adhere to the principles outlined below, established by the CPQCC for the development and implementation of performance improvement strategies in maternity and neonatal care units in California, and for education of the consumer and purchaser of health care through publication of selected, risk adjusted indicators of Participant level performance.

WHEREAS, Participant and CPQCC previously entered into a CPQCC Membership Agreement setting forth the terms relating to the participation in the CPQCC Program and/or HRI QCI, which the parties desire to amend and restate.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Agreement

1. **CPQCC Program Participants.** Hospitals with NICUs in the State of California and the Medical Directors of such units are eligible to participate in the CPQCC Program and HRIF QCI. Further, all CCS-approved hospital NICUs are required to participate in the CPQCC Program and HRIF QCI. CPQCC will require all Participants to enter into an agreement similar to this Agreement in order to participate in the CPQCC Program and HRIF QCI.
2. **Purpose and Goals of the CPQCC Program and HRIF QCI:**
 - a) The Participant acknowledges that the purpose of the CPQCC Program is to improve the quality and outcomes of perinatal health care in California through:
 - i. Development of a responsive, real time, risk adjusted, statewide perinatal data system.
 - ii. Taking advantage of existing core state and front-end perinatal data systems.
 - iii. 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 quality improvement activities for perinatal care.
 - iv. Partnership with Vermont Oxford Network (“**VON**”) to enable Participants to benefit from national benchmarking as well as comparison of care and outcomes for quality improvement purposes.

- b) The Participant acknowledges that the purpose of the HRIF QCI is to improve the neurodevelopmental outcomes of high risk infants in California through:
 - i. Instituting a case management and data collection process to track services and outcomes.
 - ii. Identifying quality improvement opportunities for NICUs in order to reduce long-term morbidity.

3. Participant Obligations. Participant agrees to:

- a) Collect, concurrently with delivery of care to patients, timely and accurate health care process and outcome data regarding neonatal, infant, and maternal conditions and care processes as specified by CPQCC, and provide such data to the CPQCC Program and/or HRIF QCI. Specifically, Participant agrees to disclose to the CPQCC Program and/or HRIF QCI the data elements identified in the forms referenced in Attachment A, which may be modified from time to time at CPQCC's discretion, upon notice to Participant (the "**Participant Data**"). Participant Data constitutes Protected Health Information, as defined in 45 C.F.R. § 160.103.
- b) Disclose Participant Data on a monthly basis to the CPQCC data center ("**CPQCC Data Center**") through the applicable secure data management web tools (the "**Web Tools**") no later than thirty (30) days after the end of any such reporting month. The Web Tools include the CPQCC Program Web Tool for the CPQCC Program, available online at <https://www.cpqccdata.org/> and <https://www.cpqccreport.org/>, and the HRIF QCI Reporting System for HRIF QCI, available online at <https://www.ccsshrif.org/>. Participant Data are to be submitted through the Web Tools as specified in instructions provided. In the event errors are noted in the data or updated data becomes available, Participant may re-submit such data to the CPQCC Data Center.
- c) Permit Participant Data to be aggregated with other participant data and with statewide data files, which CPQCC has secured permission to utilize for the CPQCC Program and/or HRIF QCI for analytical and reporting purposes.
- d) Permit Participant Data to be de-identified, in accordance with the requirements of HIPAA's de-identification standard safe harbor method set forth in 45 C.F.R. § 164.514(b)(2) ("**De-Identified Data**") for purposes of the CPQCC Program and/or HRIF QCI as provided in this Agreement, including the activities set forth under Section 6 (QI Evaluation), and subject to the requirements under HIPAA.
- e) Permit Participant Data to be partially de-identified as limited data sets, in accordance with HIPAA ("**Limited Data Sets**") for purposes of the CPQCC Program and/or HRIF QCI as provided in this Agreement, including the activities set forth under Section 6 (QI Evaluation), and subject to the requirements under HIPAA.
- f) Permit Participant Data to be analyzed by CPQCC in order to generate the outcomes measures ("**Outcomes Measures**") identified in Attachment B for purposes of the CPQCC Program and/or HRIF QCI. Such Outcomes Measures may be modified or added to by CPQCC upon notice to Participant.
- g) Permit Outcomes Measures to be reported to Participant by CPQCC in certain real-time reports customized for the CPQCC Program and/or HRIF QCI (collectively, the "**Outcomes Reports**"), which are made available for Participant to view and download through the Web Tools. Such Outcomes Reports will include Participant-specific risk-adjusted perinatal mortality and morbidity data based upon the Participant Data, including comparison to similar hospital, network, regional, statewide and national aggregate data as reasonably available, which is confidentially provided to Participant so that Participant may evaluate certain quality and other indicators for purposes of quality improvement and benchmarking by Participant; provided however that such comparison data shall be blinded except as to Participant.
- h) Permit Participant Data to be analyzed and prepared by CPQCC in the form of annuals reports for CCS, one for the CPQCC Program and one for the HRIF QCI Program, as applicable (collectively, the "**CCS Annual Reports**"), and for such CCS Annual Reports to be submitted on behalf of Participant to CCS, subject to Participant's review and approval of such CCS Annual Reports. The CCS Annual Reports will generally include the CCS Annual Report Measures set forth on Attachment B.
- i) Comply with the terms and conditions of the Business Associate Agreement attached hereto as Attachment C.

- j) Ensure that any Participant Data uploaded to and accessed through the Web Tools are handled in the same manner as Participant would handle any Protected Health Information held by covered entity.
 - k) Be solely responsible for decisions with respect to use and disclosure of the Participant Data anytime before such Participant Data are submitted to the CPQCC Program and/or HRIF QCI, and for transmission of any Participant Data to the CPQCC Program and/or HRIF QCI, including any determination as to whether patient authorization is required for transmission of such Participant Data to the CPQCC Program and/or HRIF QCI.
 - l) Remain at all times the sole keeper of any key for decrypting coded information disclosed to the CPQCC Program and/or HRIF QCI, including the Participant Authorized Users' access codes.
 - m) Designate appropriate contact personnel who will serve as a liaison between the Participant and CPQCC for quality improvement and/or data collection activities.
 - n) Vet and appoint appropriate personnel (e.g., physicians, other clinicians, medical records staff or data managers) to serve as authorized users of the Web Tools on behalf of Participant ("**Participant Authorized Users**"). Participant acknowledges that it shall be liable for any unauthorized access or improper use of the Web Tools by any Participant Authorized Users or other employee or agent of Participant.
 - o) Ensure that Participant Authorized Users receive the training made available by CPQCC related to proper collection and submission of Participant Data, analyses and use of report information to improve care, and, using a form provided by CPQCC, test Participant Authorized Users regarding the coding of data in order to assure a minimum standard of data quality.
 - p) Rely upon CPQCC Executive Committee, which is comprised of hospital and other representatives, or an appointed subgroup thereof, to determine risk-adjusted perinatal performance indicators suitable for public release as specified in, and authorize CPQCC's release of risk-adjusted perinatal performance indicators publicly in accordance with, Section 5 (Public Release).
 - q) Adhere to the Standard for Confidentiality and Public Release as specified in Attachment D.
 - r) Permit certain quality improvement evaluation activities involving Participant's De-Identified Data and Limited Data Sets, as described in and subject to the terms of Section 6 (QI Evaluation).
 - s) Permit CPQCC to compile and transmit grouped, de-identified data based on Participant Data (i.e., de-identified as to patients but identified as to hospitals) to VON in accordance with the requirements of HIPAA's de-identification standard safe harbor method set forth in 45 C.F.R. § 164.514(b)(2) and VON's member instructions for electronic data submission, available online and as may be updated from time to time ("**VON-Required De-Identified Data**"), pursuant to the Membership Agreement between CPQCC and VON, to be used for national benchmarking and comparison of care and outcomes for quality improvement, as described in Section 7 (Vermont Oxford Network).
 - t) Conduct periodic self-audits of Participant Data, if requested by CPQCC and in accordance with the audit methodology provided at that time, and supply CPQCC with written assurance of specific data quality assessment and results of chart audit as directed.
 - u) Supply own hardware (i.e., computer) for data entry into Web Tools.
 - v) Remain solely responsible for its compliance with all CCS requirements for CCS-approved NICUs, including those requirements set forth in CCS program letters and other applicable guidance.
4. CPQCC Obligations. CPQCC agrees to:
- a) Provide oversight and administration of the CPQCC Program and HRIF QCI.

- b) Be responsible for (i) maintaining and updating the format, form, and content of the Participant Data elements, Outcomes Measures, and Outcomes Reports for the CPQCC Program and HRIF QCI; (ii) for providing Participant with notice of such updates; and (iii) for communicating the data specifications for the Participant Data to Participant.
- c) Maintain the CPQCC Data Center and Web Tools, and provide Participant with access to the Web Tools for uploading of the Participant Data as well as for data entry of specific data elements.
- d) Aggregate Participant Data with other participant data and with statewide data files, which CPQCC has secured permission to utilize for the CPQCC Program and/or HRIF QCI for analytical and reporting purposes.
- e) De-identify Participant Data, in accordance with the requirements of HIPAA's de-identification standard safe harbor method set forth in 45 C.F.R. § 164.514(b)(2) ("**De-Identified Data**") for purposes of the CPQCC Program and/or HRIF QCI as provided in this Agreement, including the activities set forth under Section 6 (QI Evaluation), and subject to the requirements under HIPAA.
- f) Partially de-identified Participant Data as limited data sets, in accordance with HIPAA ("**Limited Data Sets**") for purposes of the CPQCC Program and/or HRIF QCI as provided in this Agreement, including the activities set forth under Section 6 (QI Evaluation), and subject to the requirements under HIPAA.
- g) Analyze Participant Data to generate the outcomes measures ("**Outcomes Measures**") identified in Attachment B for purposes of the CPQCC Program and/or HRIF QCI, and modify or add to such Outcomes Measures upon notice to Participant.
- h) Report Outcomes Measures to Participant in certain real-time reports customized for the CPQCC Program and/or HRIF QCI (collectively, the "**Outcomes Reports**"), which are made available for Participant to view and download through the Web Tools. Such Outcomes Reports will include Participant-specific risk-adjusted mortality and morbidity data based upon the Participant Data, including comparison to similar hospital, network, regional, statewide and national aggregate data as reasonably available, which is confidentially provided to Participant so that Participant may evaluate certain quality and other indicators for purposes of quality improvement and benchmarking by Participant; provided however that such comparison data shall be blinded except as to Participant.
- i) Analyze and prepare Participant Data in the form of annual reports for CCS, one for the CPQCC Program and one for the HRIF QCI Program, as applicable (collectively, the "**CCS Annual Reports**"), and submit such CCS Annual Report on behalf of Participant to CCS, subject to Participant's review and approval of such CCS Annual Report. The CCS Annual Reports will generally include the CCS Annual Report Measures set forth on Attachment B.
- j) Use and disclose Participant Data only in accordance with the terms and conditions of this Agreement, including the Business Associate Agreement attached hereto as Attachment C.
- k) Rely upon CPQCC Executive Committee, which is comprised of hospital and other representatives, or an appointed subgroup thereof, to determine risk-adjusted perinatal performance indicators suitable for public release as specified in, and only release risk-adjusted perinatal performance indicators publicly in accordance with, Section 5 (Public Release).
- l) Adhere to the Standards for Confidentiality and Public Release as set forth in Attachment D.
- m) Permit certain quality improvement evaluation activities involving Participant's De-Identified Data and Limited Data Sets, as described in and subject to the terms of Section 6 (QI Evaluation).
- n) Compile and transmit grouped, de-identified data based on Participant Data (i.e., de-identified as to patients but identified as to hospitals) to VON in accordance with the requirements of HIPAA's de-identification standard safe harbor method set forth in 45 C.F.R. § 164.514(b)(2) and VON's member instructions for electronic data submission, available online and as may be updated from time to time ("**VON-Required De-Identified Data**"), pursuant to the Membership Agreement between CPQCC and VON, to be used for national

benchmarking and comparison of care and outcomes for quality improvement, as described in Section 7 (Vermont Oxford Network).

- o) Permit Participant to view and download compiled files of its Participant Data.
 - p) Provide Participant training and technical support related to the CPQCC Program and HRIF QCI services provided by CPQCC and use of the Web Tools, including uploading Participant Data.
 - q) Provide standard data entry forms and consultation for data collection and entry for Participant.
 - r) Upon request by CPQCC for Participant to conduct self-audit of Participant's data, provide Participant with data assessment tools, training and reasonable timelines for completion of self-audit.
 - s) Provide training and consultation on quality and performance improvement as indicated by Participant Outcomes Measures.
5. Release of Information. The purpose of the CPQCC Program and the HRIF QCI is to improve the care and outcomes of California's pregnant women and their newborns. Public release of specific, risk-adjusted indicators of quality of care is contemplated to both support quality and performance improvement efforts and provide usable information to the consumers of perinatal health care. All Participant-level information will remain fully blinded to all CPQCC participants and any other individual or group except for: (i) Outcomes Reports made available to Participant, (ii) the CCS Annual Report made available to CCS, and (iii) Participant Data made available to specific CPQCC Data Center staff responsible for checking quality of data and generating said reports. In accordance with Attachment D, any indicators selected for public release will be communicated to each Participant along with comparative data to guide performance improvement efforts at least one year in advance of release date. Consultation on strategies for performance improvement will be provided by CPQCC at the request of the Participant. Notification of date and contents of information designated by the CPQCC Executive Committee will be communicated in writing by certified mail to the designated representative of the hospital/group and to the Medical Director of the NICU.
6. QI Evaluation. In support of CPQCC's quality improvement evaluation activities and each Participant's healthcare operations, the Parties agree that CPQCC may, from time to time, allow researchers affiliated with CPQCC to apply to use, for research and evaluation purposes consistent with the quality improvement purposes of the CPQCC Program and/or HRI QCI, sets of data, which may be based in part upon the Participant Data, but which data, if released to such affiliated researchers, shall be only Limited Data Sets or De-Identified Data, subject to the requirements under HIPAA. The Parties further agree that CPQCC may, from time to time, allow researchers unaffiliated with CPQCC to apply to use, for research and evaluation purposes consistent with the quality improvement purposes of the CPQCC Program and/or HRIF QCI, sets of data, which may be based in part upon the Participant Data, but which data, if released to such unaffiliated researchers, shall be only De-Identified Data, subject to the requirements under HIPAA. Any such release of information to researchers unaffiliated with CPQCC shall be subject to prior review and approval by CPQCC or a panel which CPQCC creates for the specific purpose of reviewing and approving such requests.
7. Vermont Oxford Network.
- a) VON Membership. CPQCC has entered into an agreement with the Vermont Oxford Network ("VON") through which CPQCC participants automatically are members of VON and receive the standard benefits of VON members. As such, Participant acknowledges and agrees that it is a member of VON and is entitled to the standard benefits of VON membership, a description of which is available online at <https://public.vtoxford.org/membership/>. Participant further agrees to comply with the standard policies and procedures applicable to VON members of which Participant has notice.
 - b) VON Data and Reports. Participant grants CPQCC authority to (a) submit to VON-Required De-Identified Data based on the Participant Data, (b) receive all reports and results prepared by VON relating to said VON-Required De-Identified Data, (c) identify the Participant as a participant in the CPQCC Program, and (d) authorize VON to list Participant by its individual name or as a CPQCC group on VON reports (at the discretion of VON) and to identify the Participant as a member of VON.

- c) Access to VON Internet Reporting System. If Participant desires to obtain access to the VON Internet Reporting System, Participant shall provide to VON the names and contacts of its appointed Internet Reporting Administrators (“Administrators”) online at <https://public.vtoxford.org/membership/> [Click on “Member Login” and “Data Management Summary”]. Administrator privileges will include use of the VON Internet Reporting System and authorization of other Participant personnel to use the system (the “Authorized Users”). Participant will ensure that its designated Administrators adhere to the following requirements:
- i. Administrators shall designate Authorized Users who will have access to the VON Internet Reporting System. Such Authorized Users shall consist only of persons who are members of the Participant’s committee relating to peer review or quality improvement activities.
 - ii. Only the Administrators may add or delete Authorized Users of the VON Internet Reporting System.
 - iii. Administrators will only allow access to the VON Internet Reporting System to personnel who are employed by the Participant hospital and who will use the information solely for improving or tracking neonatal care.
 - iv. Administrators will promptly remove Authorized Users from access to the VON Internet Reporting System if they are no longer employed by the Participant hospital or no longer have need for access to the system.

Participant will require that all Authorized Users and all Administrators enter into a “Click Wrap” agreement with VON, the current form of which is available online at: https://login.vtoxford.org/EulaDocs/reg_eula.pdf (“VON Terms of Use Agreement for Member Areas of Website”). Participant shall be liable for any unauthorized access or improper use of the VON Internet Reporting System by any Authorized User, Administrator, or other employee or agent of Participant.

8. Term; Termination.

- a) Term. 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 Party 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) Termination. Either Party may terminate this Agreement without cause upon thirty (30) days’ written notice to the other Party. Each 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 a 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:
- i. Either Party closes or discontinues operations to such an extent that program activities cannot be carried out adequately.
 - ii. Participant loses either its license to operate as a hospital under applicable state law or its Medicare and/or Medicaid certification.
 - iii. Participant Data held by CPQCC is used or disclosed in a manner contrary to the provisions of the this Agreement including the Business Associate Agreement attached hereto as Attachment C, or compliance with HIPAA including a Breach as defined by 45 CFR 164.502.
- c) Effect of Termination. Upon termination of this Agreement, whether upon expiration of the term or earlier termination as permitted hereunder, CPQCC agrees that Participant will not be listed in the next publication of the CPQCC membership as a member, and that no publication of any of Participant’s data shall occur after said termination date, provided that CPQCC shall not be required to recall publications already existing of said data. Further, Participant shall lose its VON membership, as discussed in Section 7(a) (VON Membership).

9. Fees and Payment.

a) Fees. In consideration of the services provided under this Agreement, Participant agrees to pay CPQCC an annual membership fee of \$10,000 through 2016, upon invoice by CPQCC each year for the proceeding the program year. Such membership fee each year thereafter shall be subject to an annual increase after reasonable notice from CPQCC to Participant. In addition, CPQCC reserves the right to impose certain reasonable late fees on Participant for late payment of the annual membership fee or late data submission of Participant Data.

b) Invoicing: CPQCC shall issue an invoice for Participant’s entire yearly fee one time per year to the following Participant address:

Name: _____
Title: _____
Organization/Department: _____
Address: _____
Phone number: _____
E-mail address: _____

c) Payment. Upon receipt of the invoice, Participant shall submit payment for the entire amount to CPQCC by the payment due date indicated on the invoice. Checks should be made payable to “Stanford University” and submitted to the address indicated on the invoice.

10. Ownership Rights.

a) Protected Health Information. Participant Data submitted to CPQCC shall be the exclusive property of Participant. Participant shall retain all right, title, and interest in and to the Participant Data, subject to the rights, if any, of the patients of Participant in such information, and subject to the rights granted to CPQCC in this Agreement and the Business Associate Agreement attached hereto as Attachment C. Participant hereby grants to CPQCC a non-exclusive, perpetual, irrevocable, royalty free, fully paid license to use, reproduce, aggregate, and modify Participant Data solely for the purposes of supporting the CPQCC Program and/or the HRIF QCI, pursuant to the terms and conditions of this Agreement, the Business Associate Agreement attached hereto as Attachment C, and subject to HIPAA’s requirements.

b) Data Aggregation and De-Identification. Participant hereby grants CPQCC a non-exclusive, perpetual, irrevocable, royalty free, fully paid license to use, reproduce, aggregate, and modify Participant Data to (i) create Aggregated Data, including Limited Data Sets, and (ii) create De-Identified Data, solely for the purposes of supporting the CPQCC Program and/or the HRIF QCI, pursuant to the terms and conditions of this Agreement, the Business Associate Agreement attached hereto as Attachment C, and subject to HIPAA’s requirements.

c) Limited Data Sets. Participant hereby grants CPQCC a non-exclusive, perpetual, irrevocable, royalty free, fully paid license to use, reproduce, aggregate, and modify Limited Data Sets created from Participant Data solely for the purposes of supporting the CPQCC Program and/or the HRIF QCI, pursuant to the terms and conditions of this Agreement, the Business Associate Agreement attached hereto as Attachment C, and subject to HIPAA’s requirements.

d) De-Identified Data and Outcomes Measures. Participant hereby grants to CPQCC a non-exclusive, perpetual, irrevocable, royalty free, fully paid license to use, reproduce, aggregate, and modify De-Identified Data created from Participant Data solely for the purposes of supporting the CPQCC Program and/or the HRIF QCI, pursuant to the terms and conditions of this Agreement, the Business Associate Agreement attached hereto as Attachment C, and subject to HIPAA’s requirements and any rights of VON pursuant to the Membership Agreement between CPQCC and VON. Further, all right, title and interest in the Outcomes Measures, and all intellectual property rights therein, belong to and are retained solely by CPQCC.

11. Confidentiality. This Agreement may involve each Party accessing technical or planning information or data which is confidential or proprietary to the other Party for services covered under this Agreement. Each Party

agrees to treat as confidential and of a proprietary nature, and to use only for the benefit of the Parties in conjunction with its performance of this Agreement, all information submitted to or acquired by the Parties under this Agreement. The Parties further agree that such information or data will not be disclosed to third parties at any time without the prior written consent of the other Party, unless, at the time of disclosure such data is in the public domain, or was known to the other Party prior to performing the activities hereunder, or was obtained by the Party from a third party.

12. Limitation of Liability; Disclaimer of Warranties. Participant understands and agrees that CPQCC shall have no liability for any problems relating to the electronic transmission of data or reports, whether due to problems with CPQCC's server, the Participant's service provider, the Participant's use of a third party to submit data, or otherwise.
13. No Warranties; No Guarantee. CPQCC provides Participant the services and rights granted in this Agreement AS IS and WITH ALL FAULTS. CPQCC makes no representations and extends no warranties of any kind, either expressed or implied. Among other things, CPQCC disclaims any express or implied warranty (a) of merchantability, (b) of fitness for a particular purpose, (c) of non-infringement, or (d) arising out of any course of dealing.
14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without application of principles of conflicts of laws. The Parties hereto agree that any disputes arising under this contract shall be resolved in the California State courts of Santa Clara County, California, or in the Federal District Court for the Northern District of California sitting in San Francisco, California, and the Parties hereby submit themselves to the personal jurisdiction of said courts.
15. Compliance with Applicable Law. The Parties agree to comply with all applicable federal and state laws, regulations and ordinances that apply to the activities under this Agreement, including without limitation any applicable laws with respect to use, disclosure, re-use or re-disclosure of individually identifiable health information.
16. Stanford Name. Except with respect to communications to other entities as required to participate in the CPQCC Program or HRIF QCI, or in attributing the source of analysis generated as part of the activities hereunder, Participant will not identify The Board of Trustees of the Leland Stanford Junior University or CPQCC in any promotional statement, or otherwise use the name of any Stanford faculty member, employee, or student, or any trademark, service mark, trade name, or symbol of Stanford or Stanford Hospitals and Clinics, including the Stanford name, unless Participant has received Stanford's prior written consent. Permission may be withheld at Stanford's sole discretion.
17. Force Majeure. Neither Party is liable for any failure to perform as required by this Agreement if the failure to perform is caused by circumstances reasonably beyond the Party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, pandemics, disease, theft, or other occurrences.
18. Dispute Resolution. If any dispute arises between the Parties in connection with payments due under this Agreement and it cannot be resolved by mutual agreement after meetings between the Parties, it will be finally settled under the JAMS Comprehensive Arbitration Rules and Procedures, by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Palo Alto, California, or at some other mutually agreeable location.
19. 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 CPQCC 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.

- 20. Notices. Any notice, request or other communication to be given by any Party hereunder shall be sufficient if in writing and sent by registered or certified mail, postage prepaid, or by telegram, telex, or facsimile transmission, addressed to the other Party at the addresses and/or facsimile numbers set forth below Agreement (or to such other address as either Party may notify the other in writing).

If to Participant, to:

with a copy to:

If to CPQCC, to:

with a copy to:

California Perinatal Quality Care Collaborative
Attn: Barbara Murphy
Medical School Office Building (MSOB)
251 Campus Drive, Rm #X228
Stanford, California 94305
MAILCODE 5415
Facsimile: (650) 721-5751

Stanford University
Office of the General Counsel
Attn: Ann James
Building 170, Third Floor, Main Quad
P.O. Box 20386
Stanford, CA 94305-2038
Facsimile: (650) 723-4323

Any such notice, request, or communication shall be effective on the date actually delivered or received by the addressee, as evidenced by an affidavit of service, return receipt, or similar evidence.

- 21. Entire Agreement. This Agreement, including the attachments hereto, contains the entire agreement of the Parties with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing, signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
- 22. Effect on Prior Agreements. This Agreement supersedes all prior agreements, written or oral, and constitutes the entire Agreement between the Participant and CPQCC regarding the subject matter hereof.
- 23. 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.
- 24. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties; it being understood, however, that the rights hereunder are personal to the Parties, and neither Party may assign its interest in or obligations under this Agreement without the prior written consent of the other Party.
- 25. Electronic Signatures. The Parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.
- 26. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

PARTICIPANT

**THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY**

Signed: _____

Signed: _____

Date: _____

Date: _____

Name: _____

Name: Kathleen Thompson

Title: _____

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

READ AND UNDERSTOOD:

Signed: _____

Date: _____

Name: Barbara Murphy, RNC, MSN

Title: CPQCC Project Director

Attachment List

Attachment A	Participant Data Elements
Attachment B	Outcomes Measures
Attachment C	Business Associate Agreement
Attachment D	Standards for Confidentiality and Public Release

Attachment A

Participant Data Elements

Participant Data consists of the CPQCC Network Dataset and, when applicable, the High Risk Infant Follow-up Quality of Care Initiative (“HRIF QCI”) Dataset. The dataset elements and specifications are set forth in more detail below and may be updated from time to time by CPQCC, with notice to Participant.

CPQCC Network Dataset

The CPQCC Network Dataset elements and specifications are set forth in the following forms:

- CORE CPeTS Acute Inter-facility Neonatal Transport (TRS) Form
- CPQCC Delivery Room Death (DRD) Form
- CPQCC Admission/Discharge (A/D) Form
- CCS Supplemental Form (CCS) Form

The above-referenced forms and additional guidance around submission of the CPQCC Network Dataset is available online at: <http://www.cpqcc.org/>. The forms and guidance may be updated from time to time by CPQCC, with notice to Participant.

HRIF QCI Dataset

The HRIF QCI Dataset elements and specifications are set forth in the following forms:

- Referral / Registration (RR) Form
- Standard Visit (SV) Form
- Additional Visit (AV) Form
- Client Not Seen / Discharge (CNSD) Form

The above-referenced forms and additional guidance around submission of the HRIF QCI Dataset is available online at: <https://www.ccsshrif.org/>. The forms and guidance may be updated from time to time by CPQCC, with notice to Participant.

Attachment B

Outcomes Measures

Outcomes Measures consist of the CPQCC Program Outcomes Measures, the HRIF QCI Outcomes Measures, and the CCS Annual Report Measures. The Outcomes Measures are set forth in more detail below and may be updated from time to time by CPQCC, with notice to Participant.

CPQCC Program Outcomes Measures

- Chronic Lung Disease (CLD)
- Necrotizing Enterocolitis (NEC)
- Nosocomial Infection (NI)
- Severe Retinopathy of Prematurity (Severe ROP)
- Severe Per-Intraventricular Hemorrhage (Severe IVH)
- Infant Death
- Antenatal Steroids / Postnatal Steroids
- Eye Exam for Retinopathy of Prematurity (ROP Eye Exam)
- Survival without Major Morbidity
- Human Milk Nutrition
- Cohort Demographics

HRIF QCI Outcomes Measures

- Follow-up Status
- Patient Assessment Quality Indicators at Core Visits
- Hospitalization and Surgeries
- Medical and Special Services
- General and Resource Assessment
- Neurologic and Neurosensory Exam
- Development Assessment

CCS Annual Report Measures

CPQCC CCS Annual Report Measures

- A. Hospital Births and NICU Admissions by Birth Weight
- B. NICU Deaths for Infants Born by Birth Weight
- C. NICU Transports Out by Birth Weight
- D. Hospital Births and NICU Admissions by Gestational Age
- E. Inborn Admission Percentage
- F. Data Quality Assessment
- G. NICU Activity Overview
- H. CPQCC-CCS Linked HRIF Referral Summary for Infants Discharged Home
- I. Growth Trajectories for Infants 22 to 29 Weeks Admitted to NICU
- J. Percent of Eligible Infants 401 to 1500 grams or 22 to 29 Weeks Gestation Receiving Processes Associated with Improved (ANS, Cranial Imaging, ROP Exam, Breast Milk) or with Compromised (Postnatal Steroids) Neonatal Health
- K. Percent of Infants 401 to 1500 grams or 22 to 29 Weeks Gestation with Selected Morbidities
- L. Observed to Expected Ratios for Major Morbidities of Infants 401 to 1500 grams or 22 to 29 Weeks Gestation
- M. Central line-Associated Bloodstream Infections (CLABSI), Rates by Birth Weight and NICU Best Practices
- N. Inventory of Active Perinatal Quality Improvement Projects
- O. NICU Comment
- P. NICU Attestation and Confirmation Status

HRIF QCI CCS Annual Report Measures

- Follow-up Status
- Patient Assessment Quality Indicators at Core Visits
- Hospitalization and Surgeries
- Medical and Special Services
- General and Resource Assessment
- Neurologic and Neurosensory Exam
- Development Assessment

Attachment C

Business Associate Agreement

This Business Associate Agreement (the “BA Agreement”) by and between _____ (“Covered Entity”) and The Board of Trustees of the Leland Stanford Junior University, on behalf of the California Perinatal Quality Care Collaborative / California Maternal Quality Care Collaborative within the School of Medicine, (“Business Associate”) is effective as of _____ (the “BA Agreement Effective Date”) and is entered into pursuant to the Membership Agreement by and between Covered Entity and Business Associate (the “Membership Agreement”). Business Associate and Covered Entity are sometimes referred to herein individually as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, Covered Entity wishes to disclose certain Participant Data, which constitutes Protected Health Information, to Business Associate for use by Business Associate in performance of the services under the Membership Agreement;

WHEREAS, Covered Entity and Business Associate wish to ensure that the Participant Data are appropriately safeguarded.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. General Provisions.

1.1 Definitions; Compliance with Law. All capitalized terms used but not otherwise defined in this BA Agreement shall have the meaning set forth in the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology Economic and Clinical Health Act (“HITECH”), and regulations issued thereunder, including but not limited to the privacy regulations under 45 C.F.R. Parts 160 and 164 Subparts A and E (the “Privacy Regulation”), the security regulations under 45 C.F.R. Parts 160 and 164 Subparts A and C (the “Security Regulation”), and the breach notification regulations under 45 C.F.R. Parts 160 and 164 Subparts A and D (the “Breach Notification Regulation”) (collectively referred to herein as “HIPAA”), all as may be amended from time to time, and state privacy law, including but not limited to the Confidentiality of Medical Information Act (“COMIA”), as applicable, and state breach notification laws. The parties agree to comply with all applicable federal and state law, including but not limited to HIPAA and state privacy and breach notification law, as may be amended from time to time.

1.2 Effect. The provisions of this BA Agreement shall control with respect to Protected Health Information Business Associate receives from or on behalf of Covered Entity, and the terms and provisions of this BA Agreement shall supersede any conflicting or inconsistent terms and provisions in the Membership Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This BA Agreement shall not modify or supersede any other provision of the Membership Agreement.

2. Business Associate’s Obligations.

2.1 Use and Disclosure of Protected Health Information. Pursuant to the Membership Agreement, Business Associate provides services for Covered Entity that involve the use and disclosure of Protected Health Information. To the extent Business Associate is performing one of Covered Entity’s obligations under the Privacy Regulation, Business Associate agrees to comply with the legal requirements that apply to Covered Entity in the performance of such obligation. Except as otherwise specified herein, Business Associate may access, use and disclose Protected Health Information received from or on behalf of Covered Entity (“PHI”) as permitted or required to perform functions, activities, or services for or on behalf of Covered Entity under the Membership Agreement and this BA Agreement, and as permitted by or Required by Law, but shall not otherwise use or disclose any PHI. In addition, Business Associate is permitted to use or disclose PHI as set forth below:

2.1.1 Business Associate may use PHI internally for its proper management and administrative services or to carry out its legal responsibilities, and as authorized by the Membership Agreement and this BA Agreement;

2.1.2 Business Associate may disclose PHI to a third party for Business Associate's proper management and administration, provided that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (i) protect the confidentiality of the PHI, (ii) only use or further disclose PHI as Required by Law or for the purposes for which the PHI was disclosed to the third party, and (iii) notify Covered Entity of any instances of which Business Associate is aware in which the confidentiality of the PHI has been breached;

2.1.3 Business Associate may use PHI to provide Data Aggregation services as defined by HIPAA;

2.1.4 Business Associate may de-identify PHI, consistent with applicable HIPAA requirements; and

2.1.5 Create, maintain, use, and/or disclose Limited Data Sets based on Participant Data consistent with applicable HIPAA requirements and Section 2.10 below.

2.2 Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI except as otherwise permitted or required by this BA Agreement. In addition, Business Associate shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards set forth under the Security Regulation that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

2.3 Mitigation. Business Associate shall take reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BA Agreement.

2.4 Third Parties. Except as otherwise permitted by this BA Agreement, Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides PHI received from Covered Entity agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI.

2.5 Reporting Improper Disclosures of PHI

2.5.1 If Business Associate becomes aware of a use or disclosure of PHI in violation of this BA Agreement by Business Associate or by a third party to which Business Associate disclosed PHI, Business Associate shall report any such use or disclosure to Covered Entity without unreasonable delay.

2.5.2 Business Associate shall report any Security Incident involving electronic PHI of which it becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to Covered Entity in writing without unreasonable delay, and (b) any attempted, unsuccessful Security Incident of which Business Associate becomes aware will be reported to Covered Entity orally or in writing on a reasonable basis, as requested by Covered Entity. If the Security Regulation are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will no longer apply as of the effective date of the amendment.

2.5.3 Business Associate shall, following the discovery of a Breach of Unsecured PHI under the Breach Notification Regulation or a breach of PHI under the applicable breach notification laws, notify the Covered Entity of such Breach or breach without unreasonable delay and in no case later than five (5) calendar days after discovery of the Breach or breach.

2.6 Access to Information. Upon receipt of a written request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Business Associate, if any, Business Associate shall make available to Covered Entity such PHI (for so long as Business Associate maintains such information in the Designated Record Set) as required by 45 C.F.R. §164.524. If Business Associate receives a request for access to PHI directly from an Individual, Business Associate shall forward such request to Covered Entity.

2.7 Availability of PHI for Amendment. Upon receipt of a written request from Covered Entity for the amendment of an Individual's PHI contained in a Designated Record Set of Covered Entity maintained by Business Associate, if any, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as Business Associate maintains such information in the Designated Record Set) as required by 45 C.F.R. §164.526. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall forward such request to Covered Entity.

2.8 Accounting of Disclosures. Upon receipt of a written notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. §164.528.

2.9 Availability of Books and Records. Following reasonable advance written notice, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA.

2.10 Recipient of Limited Data Sets. To the extent that Business Associate is a recipient of a Limited Data Set in the course of performing the services, Business Associate shall:

2.10.1. Uses and Disclosures. Not use or further disclose PHI contained in the Limited Data Set except as necessary to provide the services or as provided for in this BA Agreement and the Membership Agreement, which shall be for health care operations as is consistent with the purposes of the Membership Agreement (including but not limited to quality improvement) or as otherwise Required By Law, and shall not use or further disclose the Limited Data Set in a manner that would violate HIPAA if done by the Covered Entity. The parties agree and acknowledge that nothing in this section limits Business Associate's ability to aggregate and de-identify the PHI contained in a Limited Data Set to provide the services or as provided for in this BA Agreement and the Membership Agreement.

2.10.2. Safeguards. Use appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this BA Agreement.

2.10.3. Reporting. Report to the Covered Entity any use or disclosure of PHI contained in the Limited Data Set of which Business Associate becomes aware that is not provided for by this BA Agreement within five (5) business days of becoming aware of such inappropriate use or disclosure.

2.10.4. Subcontractors. Ensure that any agents or subcontractors agree to the same restrictions and conditions that apply to Business Associate under this BA Agreement.

2.10.5. Re-Identification. Not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

2.10.6. Data Use Agreements. To the extent applicable, enter into a Data Use Agreement with any party to whom Business Associate discloses data in a Limited Data Set that is consistent with the purposes of the Membership Agreement and terms of this BA Agreement and Membership Agreement.

3. Termination.

3.1 Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Membership Agreement notwithstanding, the Membership Agreement and this BA Agreement may be terminated by either party (the "Non-Breaching Party") upon thirty (30) days written notice to the other party (the "Breaching Party") in the event that the Breaching Party breaches any provision contained in this BA Agreement in any material respect and such breach is not cured within such thirty (30) day period. If termination of the Membership Agreement and this BA Agreement is not feasible, the Non-Breaching Party may report the Breaching Party's breach to the Secretary of HHS.

3.2 Return or Destruction of PHI Upon Termination. Unless otherwise instructed by Covered Entity, upon termination of this BA Agreement, Business Associate shall return or destroy all PHI received from Covered Entity in Business Associate's role as Business Associate or created or received by Business Associate as a Business Associate on behalf of Covered Entity and which Business Associate still maintains as PHI. Notwithstanding the

foregoing, to the extent that Business Associate reasonably and in good faith determines that it is not feasible to return or destroy such PHI, the terms and provisions of this BA Agreement shall survive termination of the Membership Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI. Nothing herein shall be intended to impose Business Associate requirements on Business Associate in its role as a provider of care or any activities that are outside of its role as Business Associate.

4. Obligations of Covered Entity.

4.1 Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4.2 Minimum Necessary Information. Covered Entity represents that, to the extent Covered Entity provides PHI to Business Associate, Covered Entity will provide only the minimum necessary PHI for the accomplishment of Business Associate's purpose.

4.3 Consents/Authorization. Covered Entity represents that, to the extent Covered Entity provides PHI to Business Associate, Covered Entity has obtained the consents, authorizations and/or other forms of legal permission required under HIPAA and other applicable law, if any. Covered Entity shall notify Business Associate of any restrictions to, changes in, or revocation of permission by an individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5. Miscellaneous.

5.1 Interpretation. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with HIPAA.

5.2 Effect of Agreement. Except as specifically required to implement the purposes of this BA Agreement, or to the extent inconsistent with this BA Agreement, all other terms of the Membership Agreement shall remain in full force and effect.

5.3 Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA and any other applicable law.

5.4 State Law. Nothing in this BA Agreement shall be construed to require Business Associate to use or disclose the PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

5.5 No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended or shall be deemed to confer upon any person other than Covered Entity and Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

5.6 Primacy. To the extent that any provisions of this BA Agreement conflict with the provisions of any other agreement or understanding between the parties, this BA Agreement shall control with respect to the subject matter of this BA Agreement.

5.7 Notices. Any notices to be given under this BA Agreement to a Party shall be made via U.S. Mail or express courier to such Party's address set forth below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity, to:

Attention: _____

Facsimile: _____

If to Business Associate, to:

Stanford University
Office of Audit, Compliance and Privacy
616 Serra Street
Encina Hall - Room 10
Stanford, CA 94305-6212
Attn: Director of Privacy
Facsimile: (650) 725-0073

with a copy to:

Stanford University
Office of the General Counsel
Building 170, Third Floor, Main Quad
P.O. Box 20386
Stanford, CA 94305-2038
Attn: Ann James
Facsimile: (650) 723-4323

Each Party may change its address and that of its representative for notice by giving notice thereof in the manner provided above in this Section.

5.8 Governing Law. This BA Agreement shall be governed by and construed in accordance with the laws of the State of California, without application of principles of conflicts of laws. The Parties hereto agree that any disputes arising under this contract shall be resolved in the California State courts of Santa Clara County, California, or in the Federal District Court for the Northern District of California sitting in San Francisco, California, and the Parties hereby submit themselves to the personal jurisdiction of said courts.

5.9 Counterparts; Facsimiles. This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this BA Agreement as of the BA Agreement Effective Date.

COVERED ENTITY

Signed: _____

Date: _____

Name: _____

Title: _____

**THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY**

Signed: _____

Date: _____

Name: Kathleen Thompson

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

READ AND UNDERSTOOD:

Signed: _____

Date: _____

Name: Barbara Murphy, RNC, MSN

Title: Project Director, CPQCC

Attachment D

California Perinatal Quality Care Collaborative (“CPQCC”) Standards for Confidentiality and Public Release of Member Hospital/Group Level Performance Approved by CPQCC Executive Committee

Purpose and Premise:

The purpose of the CPQCC Program 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/bench marking as listed below.

Standards for any public release of CPQCC information include:

1. The CPQCC Executive Committee sets standards for access and level of release of information within the framework of the Agreement and Attachments.
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 quality improvement efforts may be designated for public reporting in a form to be determined by the CPQCC Executive Committee and its subcommittees.
3. Volume requirements, risk adjustment and data quality standards are communicated in writing to each participant. Should CPQCC decide that any hospital/group data are insufficient for adequate risk adjustment 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 NICU Medical Director, Chief of Pediatrics, Chief of Obstetrics/Maternal-Fetal Medicine and designated Administrator will be notified in writing by certified mail of selected indicators for improvement and critical performance measurement timetables. CPQCC will provide each participant hospital/group with appropriate risk-adjusted comparative data as well as strategies and consultation for performance improvement. At least 90 days prior to any contemplated release, each Participant will be notified in writing and by certified mail of CPQCC’s intent to release hospital/group performance level information.
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 CPQCC up to seven (7) 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 CPQCC office. Should participant withdraw from the public release, it shall be noted on the public release materials.