

The American College of Obstetricians and Gynecologists' (ACOG)
Alliance for Innovation on Maternal Health (AIM)
TERMS AND CONDITIONS OF DATA SUBMISSION

The American College of Obstetricians and Gynecologists (ACOG) owns and operates the Alliance for Innovation on Maternal Health (AIM), which includes a hosted collaborative data repository of de-identified information pertaining to participating Facility structures, processes and outcomes (the "Database") and offers content created by ACOG aimed at providing Facilities guidance to standardize and improve clinical processes to achieve desired outcomes ("Safety Bundles").

The Louisiana Department of Health (LDH), Office of Public Health (OPH), Bureau of Family Health (BFH) coordinates the collection and analysis of data relevant to maternal, family, and neonatal health, and provides support to the Louisiana Perinatal Quality Collaborative (LaPQC). The LaPQC is a network of perinatal providers and public health professionals working to improve the health outcomes of mothers/parents and newborns through continuous quality improvement. ACOG and LDH OPH agree to share information for the purposes of quality improvement initiatives designed to improve perinatal outcomes through AIM. Participation in AIM includes submission of de-identified information pertaining to birthing Facilities who have voluntarily agreed to participate in the national AIM initiative as part of their collaboration with the LaPQC. Processes and outcomes from the participating hospitals will be used for the creation of performance management reports and dashboards to guide the hospitals in standardizing and improving clinical processes to reduce severe maternal morbidity and maternal mortality.

Definitions

- A. Data: information collected specifically for the LaPQC effort, including but not limited to outcomes, process and structure data. The data required for AIM will be filtered from data submitted from participating Facilities to the LaPQC, de-identified, and uploaded to the AIM database.
- B. Database: repository for AIM data.
- C. Data Portal: an electronic user interface through which authorized users can submit and view aggregate data.
- D. Facility: a LaPQC participating hospital or birthing center who has agreed to participate in AIM.
- E. HIPAA: The Health Insurance Portability and Accountability Act of 1996.
- F. HIPAA Identifiers: the 18 identifiers designated by HIPAA for removal for de-identification of PHI. (See attached list)
- G. Hospital discharge data: Louisiana Hospital Inpatient Discharge Data (LaHIDD) provided by the Louisiana Department of Health, Office of Public Health, Bureau of Health Informatics.
- H. Outcomes data: information related to birth outcomes and/or the perinatal health status of pregnant or post-partum women/parents and/or that of the neonate.
- I. Party (Parties): an organization that is signatory to this Data Submission Agreement. This includes any staff or contractors employed by the organization.
- J. Process data: information related to how the system works or how health care processes are implemented within a Facility.

- K. Protected health information (PHI): any information, whether oral or recorded in any form or medium: (i) that relates to past, present or future disease state of an individual and the provision of health care to the individual; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual, and shall have meaning given to such term under the HIPPA Regulations and any applicable Louisiana laws.
- L. Safety Bundle: a topic-specific set of evidence-based practices that, when performed collectively and reliably, have been proven to improve patient outcomes.
- M. State: Louisiana Department of Health (LDH).
- N. Structure data: information related to the physical equipment and physical resources related to healthcare implementation or service delivery.
- O. User: an individual authorized to access the AIM data portal(s).
- P. Vendor: an authorized entity contracted with a party to this agreement to securely receive, store, and manage data and reporting functions.
- Q. Vital Records: Louisiana birth and death information provided by the Louisiana Department of Health, Office of Public Health, Bureau of Vital Records and Statistics.

I. Provision of Data.

- (a) Process and Structure Data. The LDH OPH BFH acknowledges and agrees that they are authorized to submit Process data from LaPQC participating Facilities that have voluntarily agreed to participate in the national AIM initiative as part of their collaboration with the LaPQC to ACOG and will be responsible for entering all Process data into the Database through ACOG’s central web-accessible transmission tool (the “Portal”) facilitated or operated by a third-party (“Vendor”). The LDH OPH BFH agrees to cooperate in good faith in executing any necessary consents or end user agreements as may be required of Vendor, and shall be exclusively responsible for its compliance with the terms and conditions of Vendor’s services or products.
If a facility prefers to enter its own data directly into the data portal, LDH OPH BFH will work with ACOG and its vendors to establish an appropriate mechanism for doing so.
- (b) Outcomes Data. The LDH OPH BFH agrees to provide Outcomes data (Vital Records and Hospital Discharge data) to the AIM data portal(s) according to the requested schedule. The LDH OPH BFH acknowledges and agrees that it is authorized to submit outcomes data from the LDH OPH BFH to ACOG.
- (c) Data Storage. All data submitted to AIM will reside on a secure data server operated by a firm established in medical data analysis.
- (d) Data display. Data entered into the AIM data portal will be coded with a unique identifier. Only the LDH OPH BFH and AIM participating Facilities in Louisiana or their specified hospital contractor will have access to the data associated with their respective institution. This unique identifier will be used for submission of data to the AIM data portal. The LDH OPH BFH will provide a list of authorized

portal users to AIM and will provide information on the individual rights of authorized users.

- (e) AIM will provide Facility-specific and aggregate performance data and reports for the LaPQC and each Louisiana AIM participating Facility.
2. **HIPAA.** The LDH OPH BFH acknowledges and agrees that all Outcomes, Process, and Structures Data shall be “de-identified” as defined under the Health Insurance Portability and Accountability Act and all regulations promulgated thereunder (as may be amended or supplemented from time to time hereto, collectively, “HIPAA”) and the guidance for de-identification issued by the Secretary (as defined under HIPAA) from time to time.
3. **Participant Representations and Obligations.**
- (a) The LDH OPH BFH represents and warrants that at all times during the term of this Agreement it will comply with all applicable federal, state and local rules and guidelines including, but not limited to, the requirements of HIPAA.
 - (b) The LDH OPH BFH represents and warrants to ACOG that it will not submit to the Database “protected health information” as such term is defined under HIPAA or “personally identifiable information” as defined under applicable state law.
 - (c) The LDH OPH BFH agrees to protect and safeguard Participant Identifiers against unauthorized publication or disclosure, such protection to be achieved using procedures no less stringent than those utilized by the LaPQC in protecting its own confidential information from disclosure to third parties, but in no event less than reasonable care.
4. **Ownership of Data.**
- (a) ACOG and the LDH OPH BFH agree that ACOG shall have use of all aggregate data submitted to the AIM data portal.
 - (b) ACOG will provide performance reporting for participating Facilities in the LaPQC at the Facility and Aggregated state level for the purpose of continuous quality improvement and adoption of evidence-based maternal safety bundle components.
 - (c) ACOG shall not highlight or publish data, results or activities for any specific Facility or State without prior approval of Facility or State.
 - (d) Facility and the LDH OPH BFH will have the right to review any reports, publications or presentations that address Louisiana specific activities or results using Louisiana data prior to publication or release.
 - (e) ACOG and its vendor will provide the LaPQC with an electronic data file including the de-identified Facility Outcomes, Process, and Structure data.

- (f) The LDH OPH BFH acknowledges and agrees that ACOG is the owner of the Safety Bundles.

5. **Disclaimers and Exclusion of Warranties.**

- (a) The LDH OPH BFH acknowledges and agrees that the data received and processed by ACOG and residing in the database accessible to Facilities and the LaPQC will be supplied from various sources and that ACOG has no responsibility for the accuracy of any data furnished to it and/or made available to Facilities.
- (b) The LDH OPH BFH further acknowledges that the Benchmarking Reports and Performance Reports generated by ACOG will contain statistical and other data which may be useful to Facilities and the LaPQC but that ACOG is not responsible for the accuracy of the information contained therein or for the use of such reports by Facilities or the LaPQC.

6. **Relationship of the Parties.** ACOG and the LDH OPH BFH agree that this Agreement is not intended to create, and does not establish, a Business Associate relationship, partnership, joint venture, agency or any arrangement between the parties, and that ACOG and the LaPQC are entering into this Agreement as independent organizations. No party, by virtue of this Agreement, shall have any right, power or authority, expressed or implied, to act on behalf of or enter into any undertaking binding another party.

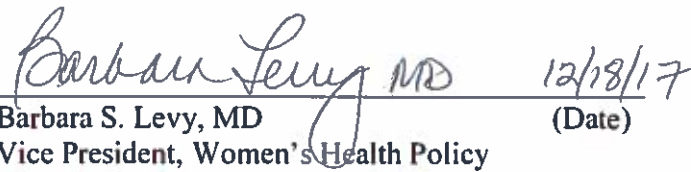
7. **Training.** ACOG will provide training to authorized users on use of the data portal(s). Training shall be provided to the LaPQC and the participating Louisiana Facilities.

Signatures of Parties



12/15/17

Parham Jaber, MD (Date)
Assistant Secretary
Office of Public Health
Louisiana Department of Health



Barbara S. Levy, MD (Date)
Vice President, Women's Health Policy
American College of Obstetricians and Gynecologists