

MUTUAL DATA AND NONDISCLOSURE AGREEMENT

This Mutual Data and Nondisclosure Agreement ("Agreement") is made and entered into as of July 1, 2016 ("Effective Date") by and between Waianae District Comprehensive Health and Hospital Board, Inc. dba Waianae Coast Comprehensive Health Center ("Health Center") and ABC Health Plan ("Health Plan").

Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's performance on specific, agreed-upon metrics as more fully described on the attached Responsibilities For Producing Information (the "Project"), which information, to the extent previously, presently or subsequently disclosed to the Receiving Party, is hereinafter referred to as "Confidential Information" of the Disclosing Party.

In consideration of the parties' discussions and any access of the Receiving Party to Confidential Information of the Disclosing Party, the Receiving Party agrees as follows:

1. The Receiving Party agrees:

(i) to hold the Disclosing Party's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential information and materials)

(ii) that it shall disclose the other party's Confidential Information only to those of its and its subsidiaries' officers, directors, agents, employees, contractors, consultants and financial and legal advisors (collectively "Representatives") of the Receiving Party and its subsidiaries who have a need to know such Confidential Information in connection with the Receiving Party's evaluation of the Project and not to divulge any such Confidential Information or any information derived therefrom to any third person

(iii) not to make any use whatsoever at any time of such Confidential Information except in connection with the Project

(iv) not to create derivative works of or reverse engineer any such Confidential Information

(v) to ensure that its Representatives who have access to the other party's Confidential Information have signed confidentiality agreements, or are otherwise bound by confidentiality obligations, at least as restrictive as those contained herein prior to any disclosure of such Confidential Information to such Representatives, and

(vi) not to export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof.

2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply to any information that the Receiving Party can document:

(i) is or becomes (through no improper action or inaction by the Receiving Party or any of its Representatives) generally available to the public, or

(ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, provided the Receiving Party complies with restrictions imposed thereon by third parties, or

(iii) was rightfully disclosed to it by a third party without restriction, provided the Receiving Party complies with restrictions imposed thereon by third parties, or

(iv) was independently developed without use of any Confidential Information of the Disclosing Party.

In the event that a party is required by law, governmental order, or by a court of competent jurisdiction to disclose any of the other party's Confidential Information, the Receiving Party may comply with such requirement but shall use reasonable efforts to provide the Disclosing Party with advance notice of such required disclosure so as to afford the Disclosing Party the opportunity, at the Disclosing Party's sole cost and expense, to pursue a protective order or other remedy, prior to disclosure, and the Receiving Party shall reasonably cooperate with the Disclosing Party in such efforts, so long as such cooperation does not expose the Receiving Party to risk of liability or penalty.

3. Nothing in this Agreement is intended to grant any rights in or to the other party's Confidential Information, except as expressly set forth herein.
4. Each party may copy the other party's Confidential Information only as necessary for the Project and shall limit the number of copies made to minimize the potential for inadvertent disclosure. Promptly upon a request by the Disclosing Party at any time, the Receiving Party will either destroy or turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.
5. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek injunctive relief and appropriate equitable relief (without the requirement of posting a bond) in addition to whatever remedies it might have at law.

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

This Agreement shall be governed by the laws of the State of Hawaii without regard to the conflicts of law provisions thereof.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party; however, the rights and obligations herein relating to Confidential Information disclosed prior to termination will survive any termination.

This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument.

"Health Center"

"Health Plan"

By: _____

By: _____

Title: _____

Title: _____

Signature

Signature

RESPONSIBILITIES FOR PRODUCING INFORMATION

PROJECT OBJECTIVE
<ul style="list-style-type: none"> ➤ Provide access to member and claim data through Health Plan's Health Care Transformation and/or data analytic tool to support health center's patient-centered health home initiatives in an effort to address preventable costs and share in savings. ➤ Utilize health information technology, case management and care coordination services to address these preventable costs in complex patients adversely affected by social determinants of health.
DATA OBJECTIVES
<ul style="list-style-type: none"> ➤ The project's data objective is to capture demographic, clinical, utilization, cost, social determinant, health outcome and patient experience data and measures for the specific populations identified. ➤ The intent is to utilize to the greatest extent possible data available in an electronic record i.e., paid claims data, hospital ED discharge records, electronic medical records, etc. to produce dashboards and other reports to measure, evaluate and bolster health center and MCOs respective contributions to their partnership.
DATA ELEMENTS
<ul style="list-style-type: none"> ➤ Based on current evaluation criteria, the following data elements are identified for capture. This list is subject to change after a better understanding of available data sources' data dictionary and record. ➤ From Payer: <ul style="list-style-type: none"> • Patient Demographic (Patient Roster) – on a monthly basis to include all new members (automated transfer) <ul style="list-style-type: none"> ○ Patient Identifier ○ Age ○ Gender ○ Ethnicity ○ Location – Address / Zip Code ○ Contact Info – Phone number & Mailing Address ○ MCO Enrollment – Member Months • Clinical – frequency to be determined (at least quarterly) <ul style="list-style-type: none"> ○ Primary Diagnosis ○ Secondary Diagnosis ○ Tertiary Diagnosis ○ DRG – In-Patient Admission ○ Behavioral / Substance Abuse ICD-9/10 Codes (psych/alcohol/drug) ○ Attributed Primary Care Physician / PCMH ○ Hospital ED Visit Electronic Discharge Records (Content TBD) • Utilization – frequency to be determined (at least quarterly) <ul style="list-style-type: none"> ○ In-Patient Admissions – Admit Date / Discharge Date / LOS / Location ○ Outpatient Procedure – Service Date / Procedure Code(s) / Location ○ Office Visits – Service Date / Primary Care, Specialist, Other (Type / Name) / Location / Procedure Code(s) ○ Urgent Care Visits – Name / Location / Procedure Codes(s) ○ ED Visits – Service Date / Name / Location / Procedure Code(s) ○ Behavioral Health – Service Date / Procedure Code(s) ○ All Other Services (Detailed) (i.e., Transportation, Home Health, SNF, DME, etc.) – Service Date / Procedure Code(s) • Cost <ul style="list-style-type: none"> ○ \$PMPM – Patient Aggregate ○ \$PMPM – Patient Services (Aggregate for Time Period to Maintain Pricing Confidentiality) <ul style="list-style-type: none"> ▪ In-Patient Hospital ▪ Out-Patient Hospital ▪ Emergency ▪ Urgent Care ▪ Primary Care ▪ Specialist ▪ Behavioral Health ▪ Other-Detailed (Imaging, Lab, Transportation, Home Health, DME, LTAC, SNF, etc.) ○ \$PMPM - Prescription Drug Aggregate • Performance updates on financial and quality metrics on at least a quarterly basis (to include baseline data) ➤ Advanced Directives (more detail is available, such as the availability of a living will and specific directives) <ul style="list-style-type: none"> ○ Effective date

- Date last reviewed
- Social Determinants (to be determined)
 - Economic Stability (poverty, employment, housing status)
 - Social and Community (marital status, dependents, insufficient support, language & cultural barriers)
 - Healthcare barriers (uninsured, transportation, no PCP, chronic conditions)
 - Education Level

DATA MEASURES

- The identified data elements will be used to calculate certain data measures noted below. Or, if available, certain measures could be lifted from the claims data itself or existing case manager, PCMH records:
 - Cost and Utilization:
 - Avoidable / Not Avoidable ED Visits (Altruista Predictor Analysis, NY Algorithm or Alternative)
 - Avoidable / Not Avoidable ED \$PMPM (Aggregate)
 - Hospital Inpatient Admission Rate
 - Hospital Inpatient Admission \$PMPM (Aggregate)
 - Hospital In-Patient Readmissions – 30 day
 - Hospital In-Patient Readmissions \$PMPM (Aggregate)
 - Patient Experience – PCMH CHAPS Survey – Patient Satisfaction Score

DATA SOURCE

- A discussion with the stakeholders will determine the sources and availability of data. The current framework anticipates the existence of the following:
 - MCO historical paid claims data
 - MCO hospital discharge summaries / data provided to health center
 - Health center case manager files
 - Health center medical records (EMR)
 - MCO data analytic tool
- The format, content, access and integration of the records will be determined through the above noted discussions.
- The outcome of these discussions will play a significant role in the timing, breadth and scope of the data analysis that can be effectively performed in the project.

DATA PREPARATION

- A common individual patient identifier will need to be generated for the population in order to link and merge electronic records coming from different sources and formats in to a single file.
 - In most circumstances the patient insurance member number can be used (QUEST ID) or other agreed to identifier.
- Data from health center will usually be separated into datasets as identified in the Data Elements section above and each dataset will be sent as a separate flat file – typically CSV (comma-delimited) or made available through MCO’s data analytic tool. The specific implementation can be negotiated and altered as to satisfy both the stakeholders.
- The format of the data from the MCO will be determined during implementation to be the most appropriate and reasonable between the stakeholders.
- Non-electronic data will be requested from the stakeholders where possible linking to the patient identifier or as a fallback in aggregate for the cohort(s).
- As necessary health outcome and patient experience data will be collected through surveys utilizing health center case managers or alternate resources.
- The specific method of data transmission between the stakeholders will be determined at the time of implementation. Examples include an automated HL7 feed (for ADT/encounter data) or an automated SFTP file transfer.

PATIENT ENCOUNTER DATA

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| <ul style="list-style-type: none"> ➤ Patient insurance member number (QUEST ID or other agreed to identifier) ➤ Primary care provider name and NPI (or other agreed to identifier) ➤ Diagnosis data (separate dataset or combined with encounter) | <ul style="list-style-type: none"> ➤ Encounter Procedure and Enabling Service data (separate dataset or combined with encounter) <ul style="list-style-type: none"> • Procedure code (including enabling services) • Procedure sequence • Procedure date • Units |
|--|--|

<ul style="list-style-type: none"> • Diagnosis code • Diagnosis sequence (1–primary, 2-secondary, 3-tertiary, etc.) • Diagnosis date 	<ul style="list-style-type: none"> ➤ Rendering (servicing) provider name and NPI (or other agreed to identifier) ➤ Location ➤ Encounter date and time
LABORATORY TEST INFORMATION	
<ul style="list-style-type: none"> ➤ Ordering provider ➤ Location ➤ Test code (currently CPT, which may be blank if no valid CPT exists for the test) ➤ Test name 	<ul style="list-style-type: none"> ➤ Collection date and time ➤ Result date ➤ Result ➤ Reference units and low/high values (if requested)
IMMUNIZATION REPORTING	
<ul style="list-style-type: none"> ➤ Ordering provider ➤ Location ➤ Vaccine code (currently CPT) ➤ Vaccine name ➤ Administration date 	<ul style="list-style-type: none"> ➤ Dose ➤ Units ➤ Route of administration ➤ Site of administration
MEDICATION REPORTING	
<ul style="list-style-type: none"> ➤ Ordering provider ➤ Location ➤ Brand or Generic Indicator ➤ Drug name ➤ Form ➤ Total dose 	<ul style="list-style-type: none"> ➤ Units ➤ Route ➤ Frequency ➤ Refills ➤ Start date ➤ End date
VITALS INFORMATION	
<i>(not all vitals are taken at each visit – some fields below may be left blank)</i>	
<ul style="list-style-type: none"> ➤ Location ➤ Vitals date and time ➤ Height ➤ Weight ➤ BMI 	<ul style="list-style-type: none"> ➤ Systolic BP ➤ Diastolic BP ➤ Temperature ➤ Pulse ➤ Respiration rate
ADVANCED DIRECTIVES INITIATIVES	
<i>(more detail is available such as the availability of a living will and specific directives)</i>	
➤ Effective date	➤ Date last reviewed
SOCIAL DETERMINANTS TO BE REPORTED	
<ul style="list-style-type: none"> ➤ Economic Stability (poverty, employment, housing status) ➤ Social and Community (marital status, dependents, insufficient support, language & cultural barriers) 	<ul style="list-style-type: none"> ➤ Education Level ➤ Healthcare barriers (uninsured, transportation, no PCP, chronic conditions)