

ADDENDUM TO MASTER SERVICE AGREEMENT

This Addendum (“**Addendum**”) amends, modifies and supplements the Master Service Agreement dated effective July 1, 2022 (the “**Service Agreement**”) by and between California Hospital Quality Institute (“**HQI**”), a California not-for-profit corporation, and San Bernardino County, a political subdivision of the State of California operating a hospital or surgery center (the “**County**”) on behalf of the hospital(s) listed in **Exhibit A** attached to the Service Agreement (whether single or multiple, hereafter, “**Hospital**”), which is a member of the California Hospital Association or one of its affiliates.

The parties desire to modify, revise, and amend the Service Agreement in accordance with the terms set forth in this Addendum. Capitalized terms used but not otherwise defined in this Addendum shall have the meaning given them in the Service Agreement. If any provisions contained in this Addendum are inconsistent with, or in conflict with, the provisions contained in the Service Agreement, the provisions of this Addendum shall control.

1. Additional Services

HQI operates the Hospital Quality Improvement Platform (HQIP) which provides access to Hospital Equity Reports and System Equity Reports. The County has agreed to participate in HQIP by providing necessary data and complying with the terms set forth herein. In consideration of the provision of the necessary data and payment of the Annual Fee (defined in Section 3, below), HQI will provide the services and deliverables set forth in Section 5, below (the “**Additional Services**”). The Additional Services are provided in addition to the Services (as defined in the Service Agreement), and are governed by the terms of this Addendum.

2. Definitions

a. “**User Inputs**” shall mean any data or information provided by County necessary to complete fields within the reports generated by HQIP, including but not limited to data required for the Equity Plan.

b. “**Data Verification**” shall mean the process by which County reviews and confirms the accuracy and completeness of the reports generated by HQIP, prior to submission to regulatory bodies.

c. **Equity Plan:** A strategic outline prepared by County as part of the report, detailing actions and initiatives undertaken to address identified health disparities within the data provided.

3. Payment Terms

a. **Annual Fee.** Notwithstanding anything herein or in the Service Agreement to the contrary, the initial cost for the Additional Services is \$2,500 per year (the “**Annual Fee**”), per hospital payable by County to HQI. The Annual Fee includes all Hospital Equity Reports. System Equity Reports will be included at no additional charge, provided there is 100% participation in Hospital Equity Reports for all hospitals operated by the County. If not all applicable hospitals participate in Hospital Equity Reports, the System Equity Reports will be available upon request for an additional fee of \$2,500. Please note that HQI’s ability to provide a compliant system level report may be limited if there is not 100% participation.

b. **Payment of Annual Fee.** Payment for the first year of service is due within 60 days of the Effective Date. The Annual Fee for each subsequent year, which will be reviewed and may be adjusted periodically, shall be due on or before January 31 of each calendar year. HQI will notify subscribers of any change in the annual fee at least 30 days prior to renewal. The Annual Fee is nonrefundable.

c. **Method of Payment:** Payments shall be made via bank transfer or check.

d. **[Intentionally omitted.]**

e. **Non-payment:** In the event that payment is not received within 30 days of the due date, HQI shall reserve the right to terminate this Addendum.

4. Compliance Assurance

County hereby certifies that all data provided to HQI under this Addendum complies with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*) (CMIA). County further represents and warrants that all data provided to HQI under this Addendum is true and correct.

5. Responsibilities of HQI

a. **HQIP Access:** HQI will facilitate the data provision and reporting process, and provide County with access to HQIP, allowing generation of Hospital Equity Reports and System Equity Reports.

b. **Report Creation:** HQI will utilize data provided by County along with publicly available data from the Centers for Medicare and Medicaid Services to complete reports to meet the requirements of the Health and Safety Code Sections 127370 through 127376 and Title 22, Section 95300 *et seq.* of the California Code of Regulations.

c. **Report Compliance:** To the extent possible given the available data, user input, and regulatory interpretation, HQI will ensure that data for core quality measures and structural measures in generated reports conform to the requirements set forth by the Health

and Safety Code Sections 127370 through 127376 and Title 22, Section 95300 et seq. of the California Code of Regulations and are in line with the stipulations of the Hospital Equity Measures Reporting Program. This includes adapting to any amendments or regulatory changes enacted after the Effective Date that may affect reporting requirements or procedures.

d. Data Security: HQI will ensure the confidentiality and security of data provided by County in compliance with applicable laws and regulations, covered under the existing Business Associate Agreement (BAA).

e. Data Suppression: HQI will apply the California Health and Human Services Agency's "Data De- Identification Guidelines (DDG)," dated September 23, 2016 to all data reported to ensure compliance with applicable privacy and security standards.

f. Data Substitution: If data are not available as per the regulations for the prior calendar year, HQI may use older data as necessary to complete the required reporting fields, ensuring the continuity and integrity of the reporting process.

g. Technical Support: HQI will offer ongoing technical support and training for Hospital staff on how to use the reporting platform and ensure accurate data submission.

6. Responsibilities of County

a. Data Provision: County is responsible for providing all HQIP data on or before August 30 of each calendar year, in order to ensure timely generation of reports.

b. Generate the Reports: County agrees to use the HQIP to generate the required Hospital Equity and System Equity Reports. This includes initiating and running report generation processes within the HQIP system.

c. Provide User Inputs: County is responsible for providing the necessary user inputs, including data for the Health Equity Plan, action plans, and performance across specified priority areas.

d. Data Verification: Upon generation of reports by HQIP, County will review and verify the accuracy of the data. This includes cross-verifying the data provided to HQIP with the outputs received to confirm accuracy and completeness.

e. Compliance and Upload: County is responsible for certifying and uploading completed reports using the Health Care Access and Information (HCAI) data portal. This includes County's duty to confirm that the report meets all regulatory requirements and stipulations of the Hospital Equity Measures Reporting Program prior to submission.

f. Maintain Confidentiality and Integrity: County will maintain the integrity and confidentiality of access credentials and data obtained from HQIP. This includes

safeguarding information to prevent unauthorized access and use.

7. Term

This Addendum becomes effective on the date of execution hereof by the parties hereto and shall remain in effect until the earlier to occur of: (a) expiration or earlier termination of the Service Agreement, or (b) the termination of this Addendum by either party as provided herein. Either party may terminate this Addendum by providing written notice of termination no later than thirty (30) days prior to the end of the then-current term.

8. Default

a. In the event either party commits a material breach of the terms of this Addendum or a misuse of data (each, a “Default”), and fails to cure (or commence to cure) such Default within fifteen (15) days after written notice from the other party, the non-defaulting party shall have the right to terminate this Addendum upon fifteen (15) days’ written notice to the defaulting party.

b. In the event that County fails to pay the Annual Fee as provided herein, HQI shall have the right to immediately terminate this Addendum upon written notice to County, and County fails to pay the Annual Fee within ten (10) days after written notice from HQI.

9. Confidentiality

The confidentiality provisions of Section 6 of the Service Agreement shall apply to any Confidential Information obtained from County or developed in the course of and by virtue of this Addendum. Notwithstanding anything in the Service Agreement to the contrary, HQI agrees that all reports, manuals, documents, and specific material developed and delivered by HQI for County in connection with this Addendum are and shall remain the property of County subject to any applicable intellectual property rights of HQI.

10. Dispute Resolution

a. [Intentionally omitted.]

b. Jurisdiction and Venue: The parties agree to the exclusive jurisdiction and venue of any state or federal court located in Sacramento County, California. Any arbitration in connection with this Addendum shall occur in Sacramento County unless the parties jointly agree to another location.

c. Governing Law: This Addendum is entered into and shall be performed in the state of California. This Addendum shall be governed by and construed in accordance with the laws of the state of California.

11. Additional Clauses

a. **[Intentionally omitted.]**

b. **Limitation of Liability:** Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages.

c. **Force Majeure:** Neither party shall be liable or responsible to the other party, nor deem to have defaulted under or breached this Addendum, for any failure or delay in fulfilling or performing its obligations hereunder when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, any mechanical, electronic, or communications failure or degradation, internet service provider or hosting facility failure, and/or denial of service attacks.

d. **Severability:** In the event any provision of this Addendum is determined to be void or unenforceable, such determination shall not affect the remainder of this Addendum, which shall continue to be in force.

e. **Counterparts:** This Addendum may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Addendum upon request.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written.

Hospital Quality Institute

Robert H. Imhoff III, President

San Bernardino County on behalf of Arrowhead Regional Medical Center

Name (print): Dawn Rowe
Title: Chair, Board of Supervisors
Date: