

OHA DATA PROGRAM AGREEMENT

THIS OHA DATA PROGRAM AGREEMENT (the "Agreement") is by and between the Oklahoma Hospital Association, an Oklahoma non-profit corporation located at 4000 N. Lincoln Boulevard, Oklahoma City, Oklahoma ("OHA"), and _____ ("Facility"). OHA and Facility are referred to herein jointly as the "Parties."

BACKGROUND AND INTRODUCTION

OHA established the Oklahoma Hospital Association Data Solutions Program (OHA Data Program) to collect and disseminate data and provide Oklahoma hospitals with tools and services to improve health care operations and the delivery of health care in Oklahoma and other states.

OHA will subcontract most of the data collection, storage, analysis and reporting duties and functions to a third-party entity with resources and experience to perform such services.

OHA also provides support for participating facilities' quality improvement activities through statewide initiatives and the provision of facility-specific performance improvement reports.

Facility desires to participate in the OHA Data Program and submit Data (as defined below) to the OHA in furtherance of the activities described in this Agreement.

The Parties intend to enter into an Agreement for the collection and exchange of health care data as permitted under applicable federal and state laws and regulations including, but not limited to the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. Parts 160 and 164, as amended from time to time, (referred to collectively as "HIPAA") and the Health Insurance Technology for Economic and Clinical Health Act (HITECH) and the regulations promulgated under these statutes.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter made, the Parties hereby agree as follows:

Section I. Definitions.

A. "Data" means the inpatient and outpatient patient record information that Participants are required to submit to the Oklahoma State Department of Health ("OSDH") in accordance with the provisions of the Oklahoma Health Care Information System Act, 63 O.S. §§ 1-115 through 1-122.; and any and all information related to the operations, management, functions, services or patients of a hospital or facility that is submitted by Facility to OHA for purposes of incorporation into and operation of the OHA Data Program.

B. "Data Contractor" means the third-party entity with which OHA contracts to facilitate the implementation of an OHA Data Program and to collect, aggregate, analyze and report Data for Participants. The Data Contractor will be a Subcontractor and Business Associate of the OHA. Initially, the Data Contractor is the Hospital Industry Data Institute (HIDI), a nonprofit Missouri corporation, owned by the Missouri Hospital Association.

C. "Participants" means all healthcare facilities that submit Data to OHA as part of the OHA Data Program.

D. "Protected Health Information" (PHI) has the same meaning as that term is defined in 45 C.F.R. § 164.103 and is individually identifiable health information transmitted by electronic media, maintained in electronic media or transmitted or maintained in any other form or medium. PHI includes electronic protected health information (ePHI) as defined in 45 C.F.R. § 160.103, limited to the electronic information created, maintained, or received by OHA from or on behalf of Facility hereunder.

Section II. Data Submission. Facility will submit Data directly to the Data Contractor as a part of the OHA Data Program. OHA will not receive or store any Protected Health Information (except for Limited Data Sets) from Facility or other Participants, but will only coordinate the program and communications between the Data Contractor and Participants.

A. Facility will submit Data, pursuant to the standard OHA Data Program timeline, on all inpatient discharges on or after January 1, 2024, and all outpatient services on or after January 1, 2024.

B. Data submitted as part of the OHA Data Program by Facility and other Participants will be used to develop, support, and supply analytic tools, reports and models to Facility and other Participants for use in analyzing and predicting healthcare statistics, utilization, health statuses, outcomes, and trends.

C. The Data Contractor, on behalf of OHA, shall be responsible for accurately processing the Data received from Facility in accordance with its standard editing routines. Neither the Data contractor nor OHA shall be responsible for the authenticity or quality of the Data submitted by the Facility or any other Participant.

D. While developing and offering data products and services under this Agreement, OHA may need to use and/or disclose PHI. The parties understand and agree that OHA shall serve as a Business Associate to Facility in developing and offering data products and services that require the use and disclosure of PHI. Therefore, OHA shall fully comply with Exhibit A, the Business Associate Privacy/Security Addendum, to maintain the confidentiality and security of Facility's Data in accordance with the authorized uses and disclosures set forth in this

Agreement. In addition, as required by HIPAA, OHA has entered into a Subcontractor Business Associate Agreement with HIDI.

Section III. Use and Disclosure of Data. Unless otherwise specified herein and provided that such uses or disclosures are permitted under state and federal laws, OHA may:

- A. Use or disclose Data, including PHI, in its possession to the extent necessary to develop and operate the OHA Data Program, to develop and offer data products and services to Facility and other Participants through the OHA Data Program, and to perform other functions, activities, or services contemplated by this Agreement, as permitted by HIPAA and subject to applicable limits set forth in 45 C.F.R. §164.514 regarding limited data sets and 45 C.F.R. §164.502(b) regarding the minimum necessary requirements.
- B. Disclose to its employees, agents and subcontractors Data necessary to develop and offer data products and services to Participants or conduct other activities authorized pursuant to this Agreement.
- C. Create, use and disclose a limited data set in accordance with 45 C.F.R. § 164.514(e).
- D. Use or disclose Data that has been de-identified in accordance with 45 C.F.R. § 164.514(a) and (b).
- E. Access, use or disclose quality data incorporated into the OHA Data Program. The quality data may come from various sources, such as: (1) quality data that is extracted from Data reported to OHA by Facility; (2) other quality Data that Facility voluntarily reports to OHA; (3) quality Data reported to a third-party vendor, where Facility directs the third party to disclose specific information to OHA; and/or (4) Data that may be uploaded by Facility to the OHA Data Program from an electronic health record. Quality data, which may include PHI, may be used or disclosed for Facility's and other Participants' treatment or health care operations consistent with and subject to the requirements of HIPAA.
- F. Create, use and disclose de-identified aggregated or unaggregated data for advocacy and government relations purposes, consistent with OHA's mission.
- G. Provide data aggregation services relating to the health care operations of Facility and other Participants.
- H. Use or disclose PHI to assist Facility and other Participants in carrying out treatment, payment or health care operations.

- I. Use or disclose PHI as would be authorized under 45 C.F.R. § 164.512 or under HIPAA if Facility (and/or OHA) were to make such use/disclosure, including but not limited to, those required by law, including reports to the Oklahoma State Department of Health under the state's Health Care Information System Act on behalf of Participants
- J. Use or disclose PHI for other public health activities or research purposes consistent with the provisions of 45 C.F.R. § 164.512(b) and 45 C.F.R. § 164.512(i).
- K. Report violations of the law to appropriate federal and/or state officials as permitted by 45 C.F.R. § 164.5020) (1).
- L. Use or disclose PHI to manage OHA's internal business processes relating to its functions under this Agreement; for the proper management and administration of OHA; or to carry out the legal responsibilities of OHA, provided the disclosures are required by law, or OHA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and further used or disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person will notify OHA of any instances of which he or she is aware wherein the confidentiality of the information has been breached.

Section IV. Vendors. Facility understands and agrees that OHA will utilize one or more Data Contractors in fulfilling part or all of the services and obligations set forth in this Agreement. As indicated above, the initial Data Contractor is HIDI, but OHA reserves the right to change Data Contractors or add new ones if in the best interest of the operation of the OHA Data Program.

Section V. Ownership of Data and Intellectual Property.

- A. Facility shall retain ownership of the Data it submits to OHA.
- B. HIDI, is the owner and operator of (i) HIDI Advantage, a secure cloud-based data environment and tools; (ii) HIDINet, a data collection system, and (iii) Analytic Advantage®, a secure Web-based platform that provides analytic and reporting capabilities including secure access, HIDI-developed custom tools and reports and access to interactive reporting and dashboards (collectively referred to as "HIDI Tools"). HIDI and OHA have a contract under which these HIDITools are used to operate the OHA Data Program and provide data collection, analysis and reporting to Facility under this Agreement.
- C. The parties understand and agree that the reports and other data products provided through the OHA Data Program, including but not limited to the structure and design of the reports, risk and predictive models, databases, data files and work, including software code, produced pursuant to this Agreement or conceived for the purpose of developing the data products or services under this Agreement shall be the sole and exclusive intellectual property of HIDI. HIDI holds all such copyrights and

other propriety rights in and ownership of such work. *Accordingly, Facility agrees that if will not prepare derivative works or copy, reproduce, remanufacture, or in any way duplicate, self, lease, lend, transfer, assign, appropriate or use all or part of the intellectual property except as expressly authorized in this Agreement.*

Section VI. Access to and Use of OHA Data Program.

- A. The OHA Data Program will be available to Facility via a secure web site, using passwords assigned to Facility's designated users by OHA. Only the users designated by Facility may access the OHA Data Program.
- B. Facility agrees not to provide, disclose, sell, loan, lease, transfer or otherwise make available the OHA Data Program or any part thereof, to any person or entity, except to its employees and Consultants (as defined below) strictly in accordance with this Agreement and applicable HIPAA minimum necessary rules.
- C. Facility is responsible for (1) ensuring the protection and confidentiality of its assigned passwords; (2) any access or use made with its passwords; and (3) changing its password(s) if it believes that a password has been stolen or might otherwise be misused. Facility shall notify OHA immediately of any unauthorized use of Its passwords or any other breach of security that is suspected by Facility.
- D. If Facility retains a third-party consultant or vendor ("Consultant") to perform services on its behalf, Facility may request that a Consultant be given direct access to the OHA Data Program on its behalf, provided that the Consultant executes confidentiality and use agreements required by the OHA.
- E. Facility shall be solely responsible for ensuring that its employees and Consultants comply with the obligations set forth herein and shall promptly notify OHA of, and shall otherwise cooperate with OHA in preventing, any unauthorized access or use of the OHA Data Program by Facility's employees and Consultants.
- F. Facility shall not use the OHA Data Program or any information, tools, analyses or reports obtained from the program: (1) to compete with the products and services offered by OHA or its subsidiaries; (2) for any advertising purposes that compare Facility to other Participants or that group Participants, either directly or indirectly; or (3) in any other manner prohibited in this Agreement.

Section VII. Fees.

- A. Fees for access to the web-based HIDI platform(s) for data collection, reporting, and analytic functions ("Required program fees") will be paid by Facility to OHA annually. The Annual Subscription Fee is \$4,000.
- B. Limited Data Sets, updated quarterly and including all Data for the most recent four quarters, are available to Facility optionally under the terms of a Data Use

Agreement and upon payment of the annual subscription fee.

C. In addition to the standard reports and products provided to all Participants through the OHA Data Program, certain additional reports, products, or services may be provided upon request to Facility by the OHA directly or by a fully-owned subsidiary of the OHA. Charges for special reports, products, or services shall be quoted by OHA or its subsidiary, as applicable, and agreed upon in advance by Facility.

Section VIII. Term.

A. This Agreement shall be in force as of the date it is signed by both parties and will continue in effect until the Agreement is terminated in writing upon 180 days' notice by either Party.

Section IX. Miscellaneous.

A. If any one or more of the provisions of this Agreement shall for any reason be held to be unenforceable in any respect under applicable law, such unenforceability shall not affect any other provision, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

B. A Party's failure to enforce at any time any of the provisions herein shall not be construed as a waiver of the right of such Party thereafter to enforce such provisions.

C. Facility and OHA agree to take any action necessary to amend this Agreement from time to time as may be necessary for any party to comply with the requirements of HITECH Act and/or HIPM and any implementing regulations or guidance. Amendments shall only be effective if executed in writing and signed by both Parties.

D. Notwithstanding the expiration or termination of this Agreement or any renewal period, it is acknowledged and agreed that those rights and obligations of OHA which by their nature are intended to survive such expiration or termination shall survive.

E. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

F. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Oklahoma, without giving effect to its conflict of laws provisions.

G. This Agreement, including Exhibit A attached hereto and incorporated herein, represent the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral, pertaining thereto.

H. Notices under this Agreement will be made in writing to
the Parties at:

If to OHA:

Oklahoma Hospital
Association
Attn: Mitzi McCullock
4000 N. Lincoln Blvd
Oklahoma City, OK
73105 Email:
mitzim@okoha.com

If to Facility:

Hospital Name: _____
Attn: _____
Address: _____
Email: _____

I. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the Parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors.

J. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except the OHA may freely assign this Agreement and any of its rights or obligations hereunder to any wholly-owned subsidiary of OHA.

K. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all which together shall constitute one original Agreement. Electronic signatures shall be accepted and enforceable in lieu of original signatures.

IN WITNESS WHEREOF: The Parties have executed this Agreement on the dates listed below:

OKLAHOMA HOSPITAL ASSOCIATION

Printed Name

Signature

Date

HOSPITAL NAME

Printed Name

Signature

Date

EXHIBIT A
Business Associate Agreement

This Business Associate Agreement ("Agreement"), effective April 1, 2024 ("Effective Date"), is entered into by and between Oklahoma Hospital Association (the "Business Associate") and _____ (the "Covered Entity").

Covered Entity and Business Associate have entered into, and may in the future enter into, one or more agreements, ("Services Agreement") pursuant to which Business Associate provides certain services to the Covered Entity and, in connection with those services, the Covered Entity discloses to Business Associate certain individually identifiable protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and the associated regulations, 45 CFR Parts 160 and 164 (the "Privacy Rule"), as amended from time to time. The parties desire to comply with the HIPAA standards for the privacy and security of PHI of patients of the Covered Entity.

NOW, THEREFORE, and consideration of the recitals above and the mutual covenants and conditions contained herein, the parties enter into this Agreement to provide a full statement of their respective responsibilities.

1. Definitions

1.1 Reference to HIPAA Rules.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules; Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific Definitions

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Oklahoma Hospital Association.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. **Obligations and Activities of Business Associate**

2.1 Performance of Services Agreement. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Services Agreement or as required by law.

2.2 Safeguards for Protection of PHI. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Services Agreement and this Agreement.

2.3 Mitigation of Harm of Unauthorized Use or Disclosure. Business Associate agrees 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 the requirements of this Agreement.

2.4 Reporting of Unauthorized Use or Disclosure. As soon as practicable, but in no event later than ten (10) days, Business Associate agrees to report to Covered Entity in writing any use or disclosure of PHI not provided for by the Services Agreement or this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Such report shall contain:

(a) A brief description of what happened, including the date of the unauthorized access or use of PHI and the date of the discovery of the unauthorized access or use of PHI;

(b) A description of the type of unsecured PHI that was involved in the unauthorized access or use;

(c) Any recommended steps the individual whose PHI was inappropriately disclosed should take to protect themselves from the potential harm; and

(d) A brief description of what the Business Associate is doing to investigate the unauthorized access or use of PHI.

Business Associate will report such incidents to the Covered Entity's Privacy Officer at phone _____. For breaches of unsecured protected health information, Business Associate will, subject to the approval of the Covered Entity, provide breach notifications to affected individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity. If the Covered Entity elects to be responsible for all required notifications, the Business Associate shall reimburse the Covered Entity for the actual costs associated with the notifications. Such costs will be paid to Covered Entity by Business Associate within thirty (30) days of receipt of an itemized invoice from the Covered Entity,

2.5 Use of Subcontractors. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

2.6 Access to PHI, Business Associate shall make available PHI in a designated record set to the Covered Entity, or as directed by the Covered Entity to an individual or the individual's designee, for inspection and copying within ten (10) days of a request by Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524.

2.7 Amendment by Business Associate. Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526, within thirty (30) days of receipt of a request from Covered Entity.

2.8 Documentation of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity, or as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, Business Associate shall provide such information to the Covered Entity within ten (10) days of a request by Covered Entity.

2.9 Compliance with Patient Right Provisions of Privacy Rule. To the extent Business Associate agrees to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to

comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.10 Opportunity to Object. Business Associate agrees that, if it has a legal obligation to disclose any PHI, it will notify, to the extent allowed by law, the Covered Entity as soon as reasonably practical after it learns of such obligation, and in any event within a time sufficiently in advance of the proposed release date such that Covered Entity's rights would not be prejudiced, as to the legal requirement pursuant to which it believes the PHI must be released. If the Covered Entity objects to the release of such PHI, Business Associate will allow the Covered Entity to exercise any legal rights or remedies the Covered Entity might have to object to the release of PHI, and Business Associate agrees to provide such assistance to Covered Entity, at Covered Entity's expense, as Covered Entity may reasonably request in connection therewith.

2.11 Access to Books and Records. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

3.1 Services Agreement. Business Associate may use or disclose PHI as necessary to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Services Agreement and all applicable agreements, provided that such use or disclosure would not violate the HIPAA Rules if made by the Covered Entity.

3.2 Other Permitted Uses and Disclosures.

(a) Business Associate may use or disclose PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity, except for the specific uses and disclosures set forth below.

4. Obligations of Covered Entity

4.1 Inform of Notice of Privacy Practices. The Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2 Notification of Restriction. The Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.3 Notification of Revocation. The Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5. Term and Termination

5.1 Term. This Agreement shall become effective on the Effective Date and shall terminate on the same date that the Service Agreement terminates, or on the date Covered Entity terminates for cause as authorized in Section 5.2 below, whichever is sooner. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 7.4 herein.

5.2 Termination for Cause. The Covered Entity may immediately terminate this Agreement and any related Service Agreement if the Covered Entity makes the determination that the Business Associate has breached the material term of this Agreement. Alternatively, the Covered Entity may elect to provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, except that the Covered Entity will immediately terminate this Agreement and the Service Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from the Covered Entity, or created, maintained, or received by Business

Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy, the remaining PHI that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3.2 above which applied prior to termination;

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(f) As directed by Covered Entity, transmit the PHI to another Business Associate of the Covered Entity at termination, and;

(g) Obtain or ensure the destruction of PHI created, received, or maintained by any of the Business Associate's subcontractors.

6. Indemnification and Disclaimer

6.I **Indemnification**. Business Associate shall indemnify, defend and hold Covered Entity and affiliates, their directors, trustees, officers, agents, servants, and employees (collectively the "Indemnities") harmless from and against all claims, causes of action, liabilities, judgments, fines, assessments, penalties, actual damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnities and relating to or arising out of breach of the terms of this Agreement, or a violation of the HIPAA Rules, by Business Associate.

6.2 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

7. Miscellaneous

7.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

7.2 Interpretation. Any ambiguity regarding this Agreement shall be instructed to permit compliance with the HIPAA Rules.

7.3 Amendments. The Parties agree to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

7.4 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 2.2, 2.3, 2.4, 2.10, 5.3 and 6.1, to the extent applicable, shall survive termination of this Agreement indefinitely. In addition, Sections 2.6 and 2.7 shall survive termination of this Agreement, provided that the Covered Entity determines that the PHI being retained pursuant to Section 5.3 herein constitutes a Designated Record Set.

7.5 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assignors of the Parties, any rights remedies, obligations, or liabilities whatsoever.

7.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Business Associate, to:

Business Associate Name: _____
Attn: _____
Address: _____

If to Covered Entity, to:

Covered Entity Name: _____

Attn: _____

Address: _____

Each party named above may change its address and that of its representative for notice by the giving of notice of the change in the manner provided above.

7.7 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.8 Governing Law. The laws of the State of Oklahoma shall govern the interpretation of this Agreement and shall apply in any lawsuit or other dispute arising out of this Agreement, without regard to conflict of laws provisions.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective the Effective Date first above written.

OKLAHOMA HOSPITAL ASSOCIATION

Printed Name

Signature

Date

HOSPITAL

Hospital Name

Printed Name

Signature

Date

EXHIBIT B

OHA DATA PROGRAM PARTICIPATION FORM

***This form is required:** Please fill out requested information below:

Name of Healthcare Facility: _____

OHA Data Program Contacts.

- a) **Main Contact:** Person at Healthcare Facility with whom OHA will have primary correspondence regarding all issues pertaining to the OHA Data Program (i.e., new policies, new software programs, billing issues, non-compliance issues, etc.), usually a C-level official or a leader in the planning or marketing department.

Name: _____

Title: _____

Phone: _____

Email: _____

- b) **Data Submission Contact:** Person primarily responsible for submitting OHA data on behalf of Healthcare Facility, usually an analyst in the planning/marketing or I.T. departments. Please include the name of the vendor for whom the individual works if he/she is not a hospital employee.

Name: _____

Title: _____

Vendor Name (if applicable): _____

Phone: _____

Email: _____

- c) Code/Query Writer: Person responsible for writing the code or query to extract the required data from your internal systems in order to submit OHA data.

Name: _____

Title: _____

Vendor Name (if applicable): _____

Phone: _____

Email: _____

- d) Data Integrity Contact: Person with primary responsibility for reviewing the Edit/Review Reports and Data Verification Reports when OHA data is submitted.

Name: _____

Title: _____

Phone: _____

Email: _____

- e) EHR Vendor: Name of Healthcare Facility's EHR Vendor:

_____ McKesson

_____ Epic

_____ CPSI

_____ MEDHOST

_____ Cerner

_____ Allscripts

_____ Meditech

_____ Athenahealth

_____ Other:

** Note: If you have any questions regarding this Exhibit B, or the OHA Data Program, please contact Mitzi McCulloch at (405) 427 -9537 or mitzim@okoha.com.