

Benchmarking Participation and Data Sharing Agreement

The National Home Infusion Foundation (NHIF) Benchmarking Program aims to collect industry-wide, standardized data to establish a national reference point (benchmark) for performance metrics that have the potential to improve the quality and efficiency of patient care. These benchmarks will represent the standard, or norm, for which providers can compare their individual performance. Without the ability to compare results, data from an individual location lacks context. Overall, benchmarking makes data more actionable by identifying performance gaps and acknowledging industry best practices.

Your (“Participant”) willingness to contribute data to the NHIF Benchmarking Program is very much appreciated. Participation in NHIF Benchmarking Programs is voluntary. By signing this form Participant agrees to the following Terms and Conditions established by this Participation Agreement (“Agreement”).

1. Confidentiality

- a.** The confidential information of Participant includes all information and data that is disclosed, directly or indirectly, to NHIF in connection with this Agreement including, but not limited to, Participant Data (defined below), and any third party information and data (hereinafter collectively termed “Participant Confidential Information”). NHIF agrees, both during and after the term of the Agreement, to keep secret and protect all Participant Confidential Information from unauthorized access and disclosure. NHIF may: (i) use Participant Confidential Information solely as necessary to accomplish the purposes of the Agreement, and (ii) disclose Participant Confidential Information to NHIF agents, representatives, employees, and affiliates who have a legitimate need to know the information in question and who are bound to protect the confidentiality of the information in a manner substantially equivalent to that required of NHIF under this Agreement. Upon termination of this Agreement, the participant will have to ability to promptly delete any Participant Confidential Information from NHIF data portal. NHIF’s confidentiality obligations will survive for as long as NHIF retains custody or control of the Participant Confidential Information. The term “Participant Data” means all information and data of Participant, its affiliated entities, and Authorized Users, that is acquired, processed, stored, or distributed using the NHIF or otherwise in connection with performance of this Agreement, including, but not limited to, Protected Health Information and Personal Information, and all modifications, compilations and derivative works therefrom. Notwithstanding, NHIF would retain ownership over any benchmarking or aggregated data.
- b.** Participant Data submitted from individual organizations will be used in accordance with all aspects of the Ethics Code of the American Association of Public Opinion Researchers (AAPOR), thereby protecting respondent confidentiality.
- c.** Participant Data used for benchmarking purposes is representative of the location’s aggregate results. Participant Data received by NHIF through the NHIF data portal will be de-identified, therefore NHIF employees will never have the ability to associate the raw, extracted data with any individual provider who participates in benchmarking.
- d.** NHIF will not sell or otherwise provide participating location contact information to anyone, and will retain ownership of all benchmarks.

NATIONAL HOME INFUSION FOUNDATION

- e. All survey responses and aggregate data will be filed on a secure password restricted server and only accessible by those individuals directly involved in data analysis whom have signed the above ethics code and whose terms of employment are based on their compliance with the Confidentiality Statement.

2. Key Contact Information

- a. When registering for the NHIF Benchmarking Program, each provider location will include a Key Contact who will manage the participation account and carry out all the responsibilities set forth.
- b. The Key Contact will:
 - i. Serve as the main point of contact.
 - ii. Will accept and respond accordingly to emails from the NHIF Data Initiative Coordinator.
 - iii. Will review the participant's profile information.
 - iv. Will ensure that all submitted data follows the format and requirements in this agreement.
 - v. Meets the deadlines for data submission.
 - vi. May be contacted following a data submission, for the purpose of clarifying data.

3. Use of Benchmark Data

- a. NHIF will only use benchmarking data according to the following terms:
 - i. Public disclosure of any individual location data is explicitly prohibited.
 - ii. Benchmarking data will not be used to rank home infusion providers.
 - iii. Public reports will not include comparisons of individual providers.
 - iv. Will present and publish benchmarking data in aggregate form.
 - v. Data may be reported (pending sufficient participation) using the general characteristics listed in the benchmarking guides for each metric.
 - vi. Will maintain a list of providers who contribute validated data to the Benchmarking Initiative.
 - vii. Use the data for research studies to promote and advance the infusion industry, under the condition that the confidentiality and identities of the data sources are maintained.
- b. NHIF shall not: (i) perform any services from locations, or using employees, subcontractors, or agents, situated outside the United States; (ii) directly or indirectly transmit any Participant Data outside the United States; or (iii) allow NHIF employees, subcontractors, or agents to access Participant Data from locations outside the United States.

NATIONAL HOME INFUSION FOUNDATION

4. Sharing Information

- a.** NHIF will not sell or otherwise provide participating location contact information to anyone.
- b.** NHIF will retain ownership of all benchmarks.
- c.** NHIF may generate reports describing the aggregate benchmarking results and make such reports available external parties for a fee. (E.g. payers, investment firms, industry suppliers)
- d.** NHIF may publish the aggregated results of benchmarking programs and/or related research projects in professional journals.
- e.** NHIF may present the aggregated results of benchmarking programs and/or related research projects at professional conferences.
- f.** No press release, advertising, promotional sales literature or other promotional written statements or promotional oral statements to the public in connection with or alluding to work performed under this Agreement or the relationship between the parties created by it, having or containing any reference to a party to this Agreement, or the name of any member of such party's staff, shall be made by a party without the prior written approval of the other party. No party may use the name, logo, trademarks or service marks of the other party without such party's prior written approval.
- g.** NHIF shall not make any public or private announcements, create or distribute media releases, hold press conferences, publish advertising or otherwise engage in any publicity in any form relating to the name, image, or logo (or any variation or combination of such name, image, or logo) of Participant or their affiliated entities.

5. NHIF Responsibilities

- a.** Review the organization application and determine if the criteria for participation have been satisfied.
- b.** Validate the organization's data collection procedures for compliance with program specifications.
- c.** Notify the Key Contact of data collection deadlines.
- d.** Support participants in understanding the data definitions and accepted forms/surveys for data collection.
- e.** Serve as a steward of the data.
- f.** Maintain, review, and analyze the benchmarking data, from previous and current participants, for the purposes of monitoring and assessing the home infusion industry.
- g.** Not allow a third-party organization to independently use or report benchmarking data without the expressed prior written permission of NHIF.
- h.** Publish national benchmarks according to the program schedule.
- i.** Provide a written report summarizing the industry-wide benchmarking results.

NATIONAL HOME INFUSION FOUNDATION

- j.** NHIF will perform this Agreement in compliance with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.
- k.** NHIF acknowledges and agrees that it shall be liable for the acts and omissions of its contractors and agents.

6. Participant Responsibilities

- a.** When submitting data to the benchmarking program, participant agrees to the following terms.
 - i.** Utilize NHIF approved standardized forms, surveys, or instruments to gather the data.
 - ii.** Notify NHIF of any changes or modification in data gathering procedures that may impact the integrity or accuracy of the organization's data.
 - iii.** Submit data that meets the benchmark eligibility criteria.
 - iv.** Submit data through the NHIF data portal.
 - v.** Meet the deadlines for data input or upload.
 - vi.** Submit data in the required format.
 - vii.** Agree to not edited, update, change, delete, or add data once the data has been uploaded to the portal.

7. Dues and Payment Terms

- a.** Participation in NHIF Benchmarking Programs is free to locations with an active NHIA membership in good standing
- b.** NHIF may institute a charge for non-member locations wishing to participate in the benchmarking program. This fee may be periodically waived or modified at the sole discretion of NHIF.

8. Resigning From the Agreement

- a.** A participant may withdraw from the benchmarking program at any time. The Key Contact will notify NHIF in writing with their request to remove the provider from the Participation List.
- b.** NHIF may terminate the participation of a location for non-compliance with the program criteria.
- c.** Upon termination of this Agreement, Participant will have the ability to promptly delete all Participant Confidential Information submitted to the NHIF data portal. NHIF's confidentiality obligations will survive for as long as NHIF retains custody or control of the Participant Confidential Information.

9. Indemnification, Limitation of Liability

- a.** NHIF shall defend, indemnify and hold Participant harmless against third-party claims, actions, suits, losses, damages, fines and penalties, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) arising out of, or relating to: (i) any claim that the Software or Services used by the NHIF infringes or misappropriates a patent, copyright, trade secret or any other third-party intellectual property right; or (ii) NHIF's breach of its obligations regarding Participant Confidential Information.

NATIONAL HOME INFUSION FOUNDATION

10. Notices

- a. Legal notices or matters of a contractual nature arising out of the terms and conditions of this Agreement may be directed to:

NHIF:
Connie Sullivan
President and CEO
1600 Duke St. #410
Alexandria, VA, 22310

Participant:
Name:
Address:
Email:

11. Permissions

Participant agrees to allow the locations listed in Appendix A to share data with NHIF for the purposes developing national benchmarks for the program(s) selected below. Check all that apply:

Patient Satisfaction Benchmarking

Status at Discharge

30-Day Re-Hospitalization

NATIONAL HOME INFUSION FOUNDATION

Signature Form

Agreed and Accepted

NHIF

Signed

Name

Title

Date

Participant

Signed

Name

Title

Date

Appendix A

Participating Locations for: _____

(Organization name)

*Organizations may provide the location list using the format below or by attaching a separate document.

Street Address	City/State/Zip	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

The Benchmarking Program is generously supported by

