

**Data Initiative Services Agreement**

**PLEASE EMAIL COMPLETED AND SIGNED AGREEMENT TO SHP:  
[FULFILLMENT@SHPDATA.COM](mailto:FULFILLMENT@SHPDATA.COM) QUESTIONS? CALL CONTRACTS: (805) 963-9446**

THIS DATA INITIATIVE SERVICE AGREEMENT (this "Agreement") is made and entered by and between Strategic Healthcare Programs, L.L.C, ("SHP"); National Home Infusion Association and its affiliated corporation National Home Infusion Foundation ("NHIA"); and \_\_\_\_\_ (the "Non SHP Provider") and is effective on the date last set forth below (the "Effective Date"). SHP, NHIA, and the Non SHP Provider may be individually referred to as a Party" or collectively as the "Parties". The Parties agree as follows:

WHEREAS, SHP provides SaaS financial and clinical event data analytics, benchmarking and outcomes reporting services to post-acute home infusion providers;

WHEREAS, The National Home Infusion Association (NHIA) is a not-for-profit trade association that represents and advances the interests of home infusion therapy providers and suppliers;

WHEREAS, National Home Infusion Foundation is not-for-profit, 501(c)(3) established by the National Home Infusion Association (NHIA) with a mission to advance the field of home infusion through research, leadership and education programs;

WHEREAS, the Non SHP Provider is a home infusion provider that provides home infusion therapy services to its patients and is a member of the NHIA;

WHEREAS, Non SHP Provider desires to provide NHIF with aggregate level financial, demographic, utilization, and clinical event data substantially in the form attached hereto as Schedule A ("Non SHP Provider Data"), as amended from time to time, and NHIF wishes to receive the Non SHP Provider Data in furtherance of improving quality of care for patients and the health care operations of post-acute home infusion providers including the Non SHP Provider; and

WHEREAS, Non SHP Provider will provide SHP with the Non SHP Provider Data and SHP will transmit the Non SHP Provider Data to NHIF on behalf of Non SHP Provider, ("Data Transmission") in furtherance of improving quality of care for patients and the health care operations of SHP Provider.

NOW, THEREFORE, intending to be legally bound, SHP, NHIA, and the Non SHP Provider agree as follows:

1. The Non SHP Provider hereby authorizes SHP to provide NHIF the Non SHP Provider Data on behalf of the Non SHP Provider (to include any and all branches with the same CCN number) listed below pursuant to C.F.R. Sections 164.501 and 164.506 in furtherance of improving quality of care for patients and the health care operations of Non SHP Provider. Non SHP Provider may revoke said authorization at any time by providing written notice to SHP.

**To be completed by NON SHP PROVIDER Representative**

Non SHP Provider Name	Address	City, State, Zip	NPI

*If more rows are needed please attach additional sheet with required information*

2. The Non SHP Provider acknowledges and agrees that the disclosure requested by the Non SHP Provider pursuant to this Authorization is permitted by the provisions of 45 CFR 164.506(c) and that SHP shall have no liability to the Non SHP Provider or others in connection with such disclosure and use.

3. The Parties shall execute a Business Associate Agreement prior to receiving, maintaining, or transmitting PHI.

4. The Non SHP Provider shall indemnify, hold harmless and release SHP, its officers, directors, agents and employees from and against any and all claims, liabilities, damages, actions, costs and expenses (including, without limitation, reasonable attorneys' fees, expert fees and court costs) of any kind or nature in connection with any suit, demand or other action by a third party arising from or related to: (i) the disclosure made by SHP to NHIF and (ii) the use of the Non SHP Provider Data by NHIF in each case pursuant to this Authorization.

5. NHIA encourages providers to participate in its efforts to collect relevant data to support its activities related to education, development of best practices, and advocacy, and assumes no responsibility or liability for any damages or loss incurred by any party to an agreement to purchase or use software or other items to be used in the collection and analysis of data. The Non-SHP Provider agrees to hold NHIA harmless from any cause of action related to this agreement except as to those causes of action attributed in whole or in part to the acts or omissions of NHIA.

6. SHP on behalf of itself and its affiliates reserves the perpetual right to aggregate Non-SHP Provider data and disclose aggregate data in its database. In such event, Non-SHP Provider data will not be attributed by name to any individual Non-SHP Provider.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute and deliver this Agreement on the Effective Date.

\_\_\_\_\_  
Authorized Signature

**National Home Infusion Association ("NHIA")**

**Address:**

**City, State, Zip:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**Non SHP Provider:**

**Address:**

**City, State, Zip:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
SHP Signature

**Strategic Healthcare Programs, L.L.C.**

**510 Castillo Street, 2<sup>nd</sup> Floor**

**Santa Barbara, California 93101**

\_\_\_\_\_  
Date