

## Vermont Oxford Network

### Policy on Data Use

The Vermont Oxford Network Membership Agreement (the "Agreement") for members of the Vermont Oxford Network, Inc. ("VON") provides that the purpose of data submission by members to VON "is the evaluation and improvement of the quality and cost of health care rendered by [members], as part of [members'] quality assurance program[s]." Further, the Agreement provides that, although each member owns its own data, "the data submitted to VON becomes part of VON's database" and that "VON owns the [d]atabase and the compilation of all member's data set forth in the [d]atabase, all forms distributed by VON for use by its members and all reports generated by VON." Accordingly, VON maintains this Policy on Data Use to provide for the use of data by VON members within the ownership structure noted above, the parameters of the Agreement and in order to maximize the protection of the peer review status of such data in jurisdictions where it is available. You should consult with legal counsel with regard to the protection of peer review/quality improvement data and concerns regarding discovery of such data in any litigation.

License. It is the policy of VON to license all summaries, derived from VON's analyses of data submitted to VON by members, that are distributed by VON to any member in any form, whether online, in a printed report, or otherwise, including summaries based upon data from all VON members or summaries based upon data from any subset of VON members (collectively, "VON Data"). Therefore, VON provides to each member a non-exclusive, royalty-free right to use the VON Data in connection with its operations. Each member, by agreeing to the Agreement, acknowledges the validity and ownership of the VON Data in VON and agrees that it will do nothing inconsistent with such ownership. Each Member understands and agrees that nothing in the Agreement shall give any of them any right, title or interest in the VON Data other than the right to use it in accordance with the Agreement and this policy, and that any member's right to use the VON Data shall exist only for the limited purposes expressed herein and only for so long as their Membership Agreement remains in effect. All rights not expressly granted to members in the Agreement and this policy are reserved by VON. Members shall have no right to sublicense, assign or transfer to another party the right to use the VON Data.

#### Use of VON Data.

- A. Members may use VON Data for the following purposes:
1. For use as a component of a continuous quality improvement program, with the goal of identifying potential opportunities to improve the quality and safety of healthcare for neonatal patients and their families;
  2. In furtherance of the member's evaluation and improvement of the quality and cost of health care rendered by members, as part of its quality assurance program;
  3. For the education and update of the member's neonatal team in support of quality improvement efforts; and
  4. For the member's internal healthcare operations.

## Vermont Oxford Network

### Policy on Data Use

- B. In no event shall any member use VON Data, in whole or in part, for any of the following purposes:
1. To compare the performance of any member to another member, including using the VON ranking in any such manner, for any purpose other than the member's internal quality improvement;
  2. To market themselves to the public directly or indirectly, by way of advertising, media reports or otherwise;
  3. To make presentations or publish results outside of the member's institution; or
  4. To develop any product for sale or distribution to the general public.

Notwithstanding the foregoing, this policy does not apply to information or analyses based solely upon data submitted by a member to VON or risk adjusted outcomes specific to a VON member calculated by VON for that member. Members may use such data and risk adjusted outcomes in any manner they wish; provided, however that in such case, members disclose that the data was collected in accordance with data definitions governed by VON. However, VON specifically does not license to any member the right to use any data, risk adjusted outcomes, summaries, or VON Data that it might receive from any other member.

Liability for use of VON Data. As between VON and any member, member shall have the sole responsibility and liability for the use of any VON Data by member.

In the event that any member wishes to use VON Data in connection with publication in any scientific journal, approval must be obtained from VON by contacting the VON Director of Data Science at (802) 865-4814.

Members are reminded that access to VON Data for research is guided by this policy and the Guidelines for Collaborative Research, which are available at <https://vtxford.zendesk.com/hc/en-us/categories/360001246454-Policy-Documents>

Effective Date: August 1, 2012