

## Workplace Violence Collaborative Data Use Agreement

**WHEREAS**, HOSPITAL is a participant in the Workplace Violence Collaborative (“Collaborative”), a statewide initiative in cooperation with the South Carolina Hospital Association (SCHA) and Antum Risk, created to provide SC hospitals and health systems with actionable data to facilitate targeted interventions, benchmarking, and statewide safety improvement efforts; and

**WHEREAS**, HOSPITAL reports certain workplace violence and other data to Antum Risk through the Collaborative; and

**WHEREAS**, HOSPITAL desires to allow data elements to be shared with SCHA and Antum Risk for the purpose of assisting HOSPITAL in the Collaborative;

**NOW THEREFORE**, for good and valuable consideration, the parties resolve as follows:

- A. The HOSPITAL is the custodian of confidential data related to Workplace Violence measures that focused on the following areas:
  1. Facility name
  2. Incident date, time, and location
  3. Employee position(s) and parties involved in incident
  4. Categories and type of violence
  5. Category of person who committed the violence
  6. Estimated cost incurred and employee restricted/lost days
  7. Contributing factors, history of violence by assailant
  8. Use of restraints
  9. Support services offered to employees
  10. After action review, charged filed
  11. OSHA/insurance carrier notified
- B. HOSPITAL agrees that employees of SCHA and Antum Risk may access the data elements from the Collaborative. These data elements may be accessed solely for the purpose of developing outcome metrics, designing mitigation efforts, and providing other needed assistance for the Collaborative. The data elements that are accessed will cover the period from January 1, 2023 through Collaborative end.
- C. SCHA agrees that such data will be used solely for the purpose outlined in section above and that HOSPITAL’s individual data elements will not be released to other Collaborative participants nor any other party. A HOSPITAL’s individual data may be shared within that HOSPITAL only with the Executive Leadership and Collaborative Point of Contact as designated by the HOSPITAL and SCHA, and any other individual within the hospital designated by the CEO. Aggregate data may be released through performance benchmarks or outcome metrics, provided that such information does not individually identify HOSPITAL to another party and complies with applicable Department of Justice/Federal Trade Commission Statements of Antitrust Enforcement Policy in Health Care safe harbor guidance used by Antum Risk and SCHA for its data releases.

- D. The term of this Agreement shall conclude upon the termination of the Hospital's Participation Agreement. In addition, any party may terminate this Agreement for any reason upon thirty (30) days written notice to the other parties.
- E. LIMITATION OF LIABILITY. IN NO EVENT SHALL SCHA OR ANTUM RISK, ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), UNDER ANY LEGAL THEORY OR DOCTRINE, WHETHER ARISING IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SCHA OR ANTUM RISK HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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*Lara S. Hewitt*

*1/20/23*

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 Lara Hewitt, South Carolina Hospital Association  
 VP, Workforce & Member Engagement

\_\_\_\_\_  
 Date

Wendy Stephenson

01/17/2023

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 Wendy Stevenson, Antum Risk  
 VP, Risk Management

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Executive Name

\_\_\_\_\_  
 Executive Title

\_\_\_\_\_  
 Executive Signature

\_\_\_\_\_  
 Date

Hospital Name	CCN

Return via email to [BMorgan@scha.org](mailto:BMorgan@scha.org)

For more information, visit [www.zeroharmsc.org/workplace-violence](http://www.zeroharmsc.org/workplace-violence)