LearningSpace OEQS Assistant Feature – Terms of Use

Effective Date: April 30, 2025

Please read these Terms of Use carefully before enabling the OEQS Assistant feature in LearningSpace. By enabling this feature, you agree to the terms outlined below.

These Terms of Use are supplemental to the LearningSpace Data Protection Policy which can be found at **https://elevatehealth.net/legal**

1. Overview of the OEQS Assistant Feature

The OEQS Assistant feature is designed to enhance efficiency by automatically generating suggested answers for questionnaires (special section checklists) assigned to score open-ended questions when specific conditions are met. By enabling this feature, you consent to the transmission and processing of relevant data using Microsoft Azure's US-based cloud services.

2. Data Processing and Conditions for OEQS Assistant Generation

- **Condition for OEQS Assistant Generation:** The OEQS Assistant feature will only activate when the following conditions are met:
  - A text item or a structured text item in a checklist has a special section questionnaire assigned to it as the scoring method.
  - Textual answer has been submitted in the text item or structured text item.
  - The *OEQS Assistant Availability* setting is enabled in your LearningSpace instance.
- **Data Transmission and Processing:** When the above conditions are satisfied, LearningSpace will transmit the submitted text answer and the associated special section questionnaire to Microsoft Azure's cloud services for processing. Azure will generate a *prefill*, which is a list of suggested answers for the questionnaire items (if applicable).
- **Data Retention and Deletion:**
  - **Prefill Results:** Once the suggested answers are returned to your LearningSpace instance, they are securely stored in LearningSpace.
  - **Deletion from Cloud Environment:** After the prefill is returned, all processed data (i.e., submitted text answers and the associated special section questionnaire) is promptly deleted from the Microsoft Azure cloud environment.

For further details on Microsoft Azure's data processing and privacy practices, please refer to **Microsoft's Trust Center**.

3. Data Location and Compliance

All processing related to the OEQS Assistant feature takes place within Microsoft Azure's US-based data centers. Microsoft's cloud services adhere to industry standards to protect data during transmission and processing.

4. User Rights and Responsibilities

- **Acceptance of Terms:** By enabling this feature, you acknowledge and agree to the data handling and processing practices described in this document.
- **Access to OEQS Assistant Feature:** If you disable the *OEQS Assistant Availability* setting, LearningSpace will cease generating prefills for special section questionnaires.
- **Data Privacy and Security:** You retain ownership of all content provided to LearningSpace, including submitted text answers and special section questionnaires. You have the right to access, correct, and delete your data in accordance with Elevate Healthcare's data management policies.

5. Limitation of Liability

Elevate Healthcare and its providers are not liable for any unauthorized access to user data or any indirect, incidental, or consequential damages associated with the OEQS Assistant feature. This limitation does not intend to restrict any legal rights you may have.

6. Amendments to Terms

Elevate Healthcare reserves the right to modify or update these Terms of Use to reflect changes in our services or compliance requirements. Users will be notified of any material changes, and continued use of the OEQS Assistant feature after such modifications constitute acceptance of the revised terms.

For further information or assistance with the OEQS Assistant feature, please contact ls-support@elevatehealth.net.

By enabling the OEQS Assistant feature, you agree to these Terms of Use set forth by Elevate Healthcare.