

**DOCUMENT 46:  
AMENDED AND RESTATED CLINICAL OUTCOMES ASSESSMENT  
PROGRAM HEALTH CARE PROVIDER INFORMATION SHARING  
AGREEMENT**

## **Amended and Restated Clinical Outcomes Assessment Program Health Care Provider Information Sharing Agreement**

- A. The Clinical Outcomes Assessment Program (“COAP”) is a program facilitated by the Foundation for Health Care Quality (“FHCQ”) which collects and analyzes cardiac care clinical outcomes information from and on behalf of health care providers. This data is collected, maintained, processed and distributed in electronic form through an information system including database(s) which constitute a cardiac registry system (“COAP Cardiac Registry”).
- B. FHCQ maintains and operates the COAP Cardiac Registry to provide information for purposes of planning, quality assessment and improvement and other related functions, by health care providers participating in COAP (“Participants”), and for purposes of research under appropriate conditions. Policies and procedures for participation in COAP and for the use, maintenance and operation of the COAP Cardiac Registry are adopted and enforced by the COAP Management Committee. Health care providers which agree to be bound by these policies and procedures and enter into an agreement in the form of the present Agreement are entitled to participate in COAP.
- C. The undersigned health care provider (hereafter “Participant”) wishes to participate in COAP and enter into this Agreement. The Participant is (check one):
- A health care provider who is already a Participant in the COAP program, and wishes to enter into this Agreement to amend and restate the Participant’s existing agreement.
  - An individual who is not already a Participant in the COAP Program, who is licensed, certified, registered or otherwise authorized to provide health care in the practice of his or her profession or in the ordinary course of his or her business, in the state(s) in which s/he provides such services (hereafter “Individual Provider”).
  - A professional corporation, institution or limited liability company, public agency or other entity or organization which is not already a Participant in the COAP Program, and is authorized or otherwise legally qualified to and does provide health care services through individual shareholders, members, officers, employees, contractors, or other personnel who are licensed, certified, registered or otherwise authorized to provide health care in the practice of their profession(s) or the ordinary course of business(es) (hereafter “Institutional Provider”).
- If the undersigned Participant is an Institutional Provider, it hereby acknowledges that it is entering into this Agreement for and on behalf of both itself and for the Individual Providers associated with it.
- D. The parties acknowledge that the data provided for purposes of COAP includes information about patients which the Participant is required to protect under federal and state laws. The parties therefore wish to provide for compliance with such laws in this Agreement and in the policies and procedures administered by the COAP Management Committee.
- E. In consideration of the Participant’s entry into and compliance with this Agreement, FHCQ agrees to allow the Participant, and its associated Individual Providers (if applicable)

access to information contained in the COAP Cardiac Registry, subject to the terms and conditions of this Agreement and the policies and procedures adopted by the COAP Management Committee.

**1. The Participant's Obligation to Supply Information.**

- a. The Participant will submit the following information to the COAP Cardiac Registry ("Participant Information"):
  - (i) Data for one hundred percent (100%) of coronary artery bypass graft surgery and/or interventional cardiac catheterization performed by the Participant or, where applicable, by Individual Providers associated with the Participant in the State of Washington and such other applicable jurisdictions as may be determined by the COAP Management Committee, beginning on the effective date of this Agreement and continuously as such data is received by the Participant until this Agreement is terminated.
  - (ii) Notice of any potentially erroneous and/or missing data with respect to cases previously reported by or on behalf of the Participant;
  - (iii) Corrected or corroborating data in the event the COAP Management Committee or the Participant has reason to believe any information submitted to and/or contained in the COAP Cardiac Registry is not true, accurate, or complete.
- b. The Participant will cooperate with the COAP Management Committee in resolving any problems with Participant Information, including an annual information audit at the Participant's offices at the COAP Management Committee's reasonable discretion. The COAP Management Committee may further require the Participant to comply with reasonable quality assurance procedures to assure the validity and integrity of Participant Information.
- c. The Participant hereby acknowledges that Participant Information submitted to and/or contained in the COAP Cardiac Registry may be relied upon for purposes of planning, quality assessment and improvement, and research. The inclusion of false, inaccurate or incomplete information may therefore cause errors affecting plans, health care quality and/or research findings. In order to prevent such errors, the Participant, for itself and for its associated Individual Providers, if applicable, shall use its best efforts to ensure that the Participant Information submitted to the COAP Cardiac Registry by it or on its behalf, and information contained in the COAP Cardiac Registry which is reviewed by the Participant or on the Participant's behalf, is true, accurate and complete.
- d. The COAP Management Committee may elect to compare the Participant Information submitted by or on behalf of the Participant against administrative data from a reliable external source (e.g., UB-92 data). If such review discloses that the Participant has reported information pertaining to substantially fewer than one hundred percent (100%) of cases required to be submitted under this Agreement, the COAP Management Committee may decline to include information from the Participant in the COAP Cardiac Registry and/or provide reports on procedures performed by or on behalf of the Participant, until such time as a complete record of

all cases required to be submitted has been provided to the COAP Cardiac Registry by the Participant.

## **2. Authorized Uses and Disclosures of Participant Information.**

The Participant hereby authorizes FHCQ and its Subcontractors, under the oversight of the COAP Management Committee, to use and disclose Participant Information as follows.

- a. This authorization includes all information provided by or on behalf of the Participant, or derived from such information, including but not limited to information aggregated with information provided by other COAP participants.
- b. Provided that only the Minimum Necessary Participant Information (as defined below) is used or disclosed, FHCQ and its Subcontractors are hereby authorized:
  - (i) To review, analyze and process Participant Information to support COAP participants in planning, quality assessment and improvement, and related functions;
  - (ii) To prepare Limited Data Sets (as defined in Section 4 and subject to the conditions of Section 3 below) derived from Participant Information, and to review, analyze and process such Limited Data Sets to support COAP Participants in planning, quality assessment and improvement, and related functions, and for purposes of research;
  - (iii) To disclose any Participant Information to the Participant for purposes of the Participant's planning, quality assessment and improvement, and related functions;
  - (iv) To disclose Limited Data Sets derived from Participant Information, and information derived from such Limited Data Sets, to other COAP Participants, for purposes of their planning, quality assessment, and related functions, and where permitted by applicable law for purposes of research; provided that the COAP Management Committee shall serve as the Participant's agent for purposes of enforcing the provisions of Subsection 6(b) below;
  - (v) To disclose any Participant Information, or information derived from Participant Information, for purposes of research which has been approved by an institutional review board ("IRB"), subject to any terms and conditions to such approval;
  - (vi) To prepare de-identified data as provided in 45 CFR § 164.502(d); provided further that de-identified data shall not be considered Participant Information subject to this Agreement;
  - (vii) To disclose Participant Information if required by law, subject to the conditions of Section 3; and
  - (viii) To use or disclose Participant Information as otherwise necessary for legitimate purposes pertaining to performance under this Agreement.

- c. FHCQ and its Subcontractors may not use or disclose Participant Information including Protected Information (as defined below) for purposes not authorized by this Agreement.

### **3. COAP's Obligation to Maintain Participant Confidentiality.**

- a. The COAP Program facilitated by FHCQ is an approved Coordinated Quality Improvement Program ("CQIP") subject to the protections against disclosure provided in RCW 43.70.510 in the State of Washington, and to equivalent protections in other jurisdictions where applicable.
- b. FHCQ and the COAP Management Committee will not disclose information from the COAP Cardiac Registry that is identified by Participant and/or their associated Providers without authorization by the Participant. FHCQ or the COAP Management Committee may use information from the COAP Cardiac Registry which does not identify the Participant and/or its associated Providers for general educational purposes and to satisfy contractual reporting requirements, as authorized by the COAP Management Committee.
- c. In addition to the statutory CQIP protections, the following procedures shall be used to protect against the disclosure of information pertaining to Participants and their associated Providers:
  - (i). No information which allows the identification of a Participant or Participant's associated Individual Providers (if applicable), or is reasonably believed by the COAP Management Committee to allow the linking of information concerning any case(s) or outcome(s) to any Participant or Participant's associated Individual Providers (if applicable) shall be disclosed without the written consent of the Participant, except in the event that such disclosure is required by court order.
  - (ii) In the event of a court order requiring such disclosure the COAP Management Committee shall object to making the disclosure and, unless prohibited by law, shall give the Participant prompt notice and an opportunity to defend against the order.
  - (iii) In addition to the patient-identifiable information required to be excluded from Limited Data Sets, Participant- and Provider-identifiable information subject to Subsection 3(c)(i) shall be excluded from any Limited Data Set prepared under this Agreement unless otherwise authorized by the Participant.
  - (iv) The provisions of this Subsection shall survive the termination of this Agreement for any reason.

### **4. Information Protection Law Compliance.**

- a. The following definitions shall apply to terms capitalized in this Agreement:
  - (i) Accounting of Disclosures means an accounting to a Data Subject of all disclosures made of PHI pertaining to that Individual.

- (ii) Aggregation means the combination of Protected Information included in Participant Information with Protected Information received from another COAP participant.
- (iii) Data Subject means a natural person who is the subject of Protected Information, including but not limited to an “individual” under 45 CFR § 164.501.
- (iv) Health Care Operations means the various functions and activities identified under this definition at 45 CFR § 164.501.
- (v) HIPAA Security Rule means the regulations issued by HHS codified at 45 CFR Part 164.
- (vi) HHS means the United States Department of Health and Human Services.
- (vii) Information Protection Law means:
  - A. The federal Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations (“HIPAA”);
  - B. Any statute, regulation, administrative or judicial ruling, or regulatory guidance applicable to the Participant in the state of the Participant’s legal formation, which imposes privacy and/or information protection requirements on the Participant; and
  - C. Any statute, regulation, administrative or judicial ruling, or regulatory guidance applicable to the Participant in any state in which the Participant has an associated Provider subject to this Agreement., which imposes privacy and/or information protection requirements on the Participant.
- (viii) Limited Data Set means a set of data including Protected Information which excludes direct identifiers of the Data Subject and of the relatives, employers and household members of the Data Subject, as provided in 45 CFR § 164.514(e)(2).
- (ix) Minimum Necessary means, for purposes of this Agreement, (A) in the case of routine and recurring types of uses or disclosures, the set of data or records which the COAP Management Committee has established as reasonably necessary to achieve the purpose of such use or disclosure; (B) in the case of non-routine or non-recurring uses or disclosures, the set of data or records which the COAP Management Committee determines is reasonably necessary to accomplish the purpose of the use or disclosure.
- (x) Protected Information means any information which identifies or could reasonably be believed could identify a Data Subject, which in any way concerns that Data Subject’s health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an Information Protection Law applicable to that party
- (xi) Research means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

- (xii) Safeguard means an action, policy, procedure, device, process, technique or other measure intended to prevent the use or disclosure of Protected Information other than as provided for in this Agreement, or to reduce an information system's vulnerability to unauthorized access or use.
  - (xiii) Security Incident means any action or event which:
    - A. Provides an unauthorized person with access to and/or the ability to use, disclose, modify or destroy Protected Information;
    - B. Permits an unauthorized person to modify the functioning of an information system, including any equipment or device and any software application or operating system which is a component of an information system; or
    - C. Involves the acquisition of more than the Minimum Necessary Protected Information by a Subcontractor or member of FHCQ's Workforce.
  - (xiv) Subcontractor means any third party to which FHCQ discloses Protected Information subject to this Agreement for purposes of providing services in connection with this Agreement.
  - (xv) Workforce means a party's employees, volunteers, trainees, and other persons under direct control of the party, including persons providing labor on an unpaid basis.
- b. The parties acknowledge that the Participant is a Covered Entity as defined in 45 CFR § 164.103, and that the Participant's privacy and information protection practices may be subject to requirements of both HIPAA and other Information Protection Laws. FHCQ is therefore the Participant's Business Associate as defined in 45 CFR § 160.103, and this Agreement is therefore intended to be interpreted consistently with the requirements for a Business Associate Contract under 45 CFR §§ 164.502(e) and 164.504(e).
  - c. FHCQ may use Subcontractors to perform functions and activities involving Protected Information for purposes permitted by this Agreement, provided that FHCQ first obtains a written agreement from the Subcontractor requiring it to comply with privacy and information protection requirements equivalent to or more restrictive than those assumed by FHCQ under this Agreement.
  - d. The parties acknowledge that FHCQ has no direct relationship with Data Subjects, so that requests from Data Subjects for (i) access to, (ii) copies, (iii) amendment or (iv) an accounting of disclosures of, or (v) additional restrictions on access to Protected Information which pertains to them should be directed to the Participant. Therefore, in the event that a Data Subject or other individual contacts FHCQ in order to request any such action with respect to Protected Information which may be in or accessible through the COAP Cardiac Registry, the COAP Management Committee will refer the Data Subject to the Participant for an appropriate response, and shall not disclose any information directly to the individual.

- e. Upon a request from the Participant for action with respect to Protected Information on behalf of a Data Subject, within ten (10) business days the COAP Management Committee shall:
  - (i) Determine whether or not the COAP Cardiac Registry includes a Designated Record Set (as defined in 45 CFR § 164.501) with respect to the Data Subject; if not the COAP Management Committee shall advise the Participant accordingly and shall have no further obligation with respect to the request;
  - (ii) If the COAP Cardiac Registry does include a Designated Record Set with respect to the Data Subject, the COAP Management Committee shall advise the Participant accordingly, and provide the Participant with electronic copies of the Designated Record Set, amend the Designated Record Set, or implement additional restrictions, as requested by the Participant.
- f. Upon request by the Participant, within ten (10) business days the COAP Management Committee shall provide an Accounting of Disclosures with respect to any identified Data Subject with respect to whom FHCQ has disclosed Protected Information; provided that:
  - (i) FHCQ shall have no obligation to track or account for disclosures of Protected Information which are made for purposes of Health Care Operations or as part of a Limited Data Set.
  - (ii) Any such Accounting for Disclosures shall include (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom the disclosure was made, (c) a brief description of the Protected Information disclosed, and (d) a brief statement of the purpose(s) of the disclosure.
- g. The COAP Management Committee shall maintain an information security Program providing reasonable and appropriate administrative, physical and technical Safeguards for the COAP Cardiac Registry. The Safeguards implemented shall be reasonably consistent with the standards and specifications of the HIPAA Security Rule, as determined by the COAP Management Committee in the exercise of reasonable discretion.
- h. FHCQ shall promptly report any confirmed Security Incident affecting Participant Information in the COAP Cardiac Registry to the Participant, unless prohibited from doing so by any law enforcement, homeland security or national defense agency. The Participant shall have primary responsibility for notification of Data Subjects potentially affected by a confirmed Security Incident, if such notification is required by law or elected by the Participant; provided that FHCQ may give such notification if FHCQ determines that it is required by law and the Participant fails or declines to give it. Notification by the Participant shall be deemed notification by FHCQ and FHCQ shall be identified as a notifying party, if FHCQ determines that notification by FHCQ is or may be required by law.
- i. The Participant acknowledges that the purposes for which Participant Information is provided under this Agreement may make the return or destruction of all Protected Information included in such Participant Information or information derived from Participant Information not feasible, and agrees that FHCQ shall have no obligation

to return or destroy such information upon the termination of this Agreement, provided that it shall remain protections of this Agreement and shall only be used for those purposes authorized by this Agreement which make the return or destruction of the information infeasible.

- j. The COAP Management Committee shall retain records of its policies and procedures, Subcontractor contracts, Accountings of Disclosures, communications with Data Subjects, security incident reports, and other documentation material to its compliance with this Section 4, for a period of no less than six (6) years from the later of the date on which it was created or the last date on which the document was effect (if applicable).
- k. FHCQ shall make its internal practices, books and records pertaining to the use and disclosure of Protected Information received from, or created or received by FHCQ on behalf of the Participant available to HHS for purposes of determining the Participant's compliance with HIPAA upon request.
- l. The provisions of this Subsections 4(i) – 4(k) shall survive the termination of this Agreement for a period of six (6) years from the date of termination or six (6) years from the last date on which FHCQ retains any Protected Information received from or on behalf of the Participant, whichever comes first.

#### **5. Medicare Compliance Record Access.**

If required for purposes of 45 CFR §§ 420.300 – 420.320, upon written request FHCQ shall make this Agreement and any other necessary books, records and documents available to HHS or the Comptroller General or their duly authorized representatives, for purposes of verifying the nature and extent of any costs incurred by the Participant for services furnished by FHCQ for which payment may be or have been made under Medicare, Medicaid or other applicable federal reimbursement programs.

FHCQ shall require any subcontractor which (a) is a related organization (as defined in 42 CFR § 420.301) and (b) carries out any of the duties of FHCQ under this Agreement by providing services of a value or cost of ten thousand dollars (\$10,000.00) or more in any twelve (12) period, to provide similar access to HHS, the Comptroller General or their duly authorized representatives.

FHCQ's obligation to provide access to records under this Section 5 shall extend for four (4) years from the last date on which services are provided under this Agreement, and survive the termination of this Agreement for such period if applicable.

#### **6. Information to be Provided to Participant by COAP.**

- a. The Information Services Available to Participant under this Agreement are set forth in Appendix A. The COAP Management Committee may make additional or enhanced information services available to the Participant from time to time, by written notice including identification of the additions or enhancements and any associated cost increase or reduction. Such amendments shall be incorporated into this Agreement and the contractual relationship between the parties, and become effective upon written communication of the amendment by the COAP

Management Committee to the Participant. Such amendments shall not effect the other provisions of this Agreement.

- b. The Participant may use information received from the COAP Cardiac Registry for planning, quality assessment and improvement, and related functions, and for research, provided that in the event the Participant is provided with Limited Data Sets or information derived from Limited Data Sets which include Protected Health Information provided by other COAP Participants, the Participant will receive the information subject to the following conditions:
  - (i) The Participant shall use the information only for purposes of planning, quality assessment and improvement, or related functions, or as otherwise required by law;
  - (ii) Only the Participant and its associated Providers may receive or use the information;
  - (iii) The Participant will not use the information for any purpose other than those specified in Subsection 6(b)(i);
  - (iv) The Participant will use appropriate safeguards to prevent the use or disclosure of the information for any purpose other than those specified in Subsection 6(b)(i);
  - (v) The Participant will report to the COAP Management Committee any use or disclosure of the information for any purpose other than those specified in Subsection 6(b)(i);
  - (vi) The Participant will ensure that any agents, including any subcontractor, to whom the Participant provides the information agree to the restrictions and conditions of this Agreement applicable to the information; and
  - (vi) The Participant will not identify the Data Subjects to whom the information pertains, or contact those Data Subjects.
  - (vii) Upon receipt of a report of an improper use or disclosure of information under Subsection 6(b)(v), the COAP Management Committee shall notify the Participant(s) who provided the data which was the subject of the use or disclosure. In the event the COAP Management Committee knows of a pattern of activity or practice that constitutes a material breach of this Subsection 6(b), which the Participant does not take reasonable steps to cure, the COAP Management Committee may discontinue providing COAP information to the Participant and notify HHS.
- c. The COAP Management Committee and FHCQ cannot and do not guarantee the truth, accuracy, or completeness of any information provided under this Agreement but shall use reasonable efforts to ensure the integrity of the information received, processed and disclosed through the COAP Cardiac Registry.
- d. Neither the COAP Management Committee nor FHCQ shall be liable for any general, special, consequential or other damages which may arise or be claimed to arise from any use of information by the Participant and/or the Participant's employees, contractors, officers, agents, or other affiliated or associated persons.

The Participant is solely responsible for ensuring the exercise of independent professional judgment in the use of any information received under this Agreement.

## **7. Billing Information.**

The Participant will pay the COAP Cardiac Registry usage fees in accordance with the Schedule of Fees attached as Appendix B. The COAP Management Committee may amend the Schedule of Fees from time to time. Any such change shall be communicated to the Participant in writing, and shall be considered effective and accepted by the Participant as of the beginning of the next calendar quarter which is sixty or more days from the date on which notice is given unless the Participant terminates this Agreement under Subsection 8(a)(i)

## **8. Termination.**

- a. This Agreement may be terminated:
  - (i) By either party effective as of the end of any calendar quarter, by giving written notice of termination received by the other party on or before thirty days from the end of such quarter;
  - (ii) By the COAP Management Committee immediately at its discretion in the event of the Participant's failure to cooperate in any audit initiated by the COAP Management Committee to determine whether such a breach may have occurred;
  - (iii) By the Participant immediately in the event of a material failure to receive requested information required to be provided under Appendix A or B;
  - (iv) By the Participant in the event that FHCQ violates a material term of Section 4 and does not take reasonable steps to cure such violation.
- b. This Agreement shall be deemed automatically terminated effective upon the date of exclusion of either party from participation in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS or Tricare.

## **9. Assignment.**

The COAP Management Committee and FHCQ may assign this Agreement at their reasonable discretion to a nonprofit corporation, foundation, company, trust, association or other entity established for the specific purpose of administering the COAP Cardiac Registry, in the event such assignment is deemed desirable for any purpose. The Participant may assign this Agreement to any entity or organization which is his/her/its successor in interest in the provision of health care to individuals whose case information has been submitted to the COAP Cardiac Registry by or on behalf of the Participant, subject to the reasonable approval of the COAP Management Committee. In the event of any assignment this Agreement shall bind and shall inure to the benefit of the assignor's successor in interest.

## **10. Effect on Existing Agreement.**

If the Participant is already participating in COAP, entry into this Agreement shall effect an amendment of the existing Agreement, and shall not terminate the Agreement.

**11. Participant Information.**

(Please type or print all information)

By executing below, the Participant accepts the terms and conditions of this agreement:

Name of Participant: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Physicians (Names & Titles) Authorized to Access Information on Behalf of Participant:

Use additional sheet if necessary.

Full Name	Title
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

AGREED this \_\_\_ day of \_\_\_\_\_, 200\_\_.

PARTICIPANT:

FOUNDATION FOR HEALTH CARE QUALITY,  
for itself and on behalf of COAP MANAGEMENT  
COMMITTEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature FHCQ President/CEO

Name, Title (Please Print)

BILLING INFORMATION:

Submit all invoices to:

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Attn:

## **Appendix A: COAP Information Services Available to Participating Providers**

The Clinical Outcomes Assessment Program (COAP) provides a vehicle through which health care providers can reliably collect and analyze relevant outcomes data. The benefits of this approach are twofold: 1) the measurement process is provider-driven and 2) the results of the process represent a proven method to effectively satisfy specified internal and external performance measurement needs. Through its physician-led Management Committee and information service offerings, COAP will accomplish the following objectives:

1. Collect and aggregate condition-specific clinical data using consensus generated methods and data standards, thereby enabling analysis to be based on relevant clinical data;
2. Seek to identify clinical processes that lead to improved outcomes;
3. Facilitate outcome comparisons across participating providers to support internal quality improvement purposes and accreditation requirements; and
4. With approval by the COAP Management Committee and the permission of data suppliers, i.e., the requesting Participants and/or their associated Providers, make information available to other parties as appropriate.

COAP service offerings are directed at satisfying specific health data management and reporting needs of participating individual and institutional providers. COAP services emphasize credible data collection, storage and analytic methods; secure data access and proper authorization for information reporting. COAP services produce value by providing technical infrastructure and data processing capability to reduce the clinical information management burden for high volume, high cost diagnoses and procedures.

COAP services will focus on cardiac surgery, percutaneous transluminal coronary angioplasty (PTCA), stents and other cardiac procedures and expand to include other modalities of clinical care. Under Washington state's current law, COAP services are certified as a quality improvement effort, thereby protecting provider data from public disclosure.

The following services will be provided by COAP:

- Basic Service Package
  - Customer support
  - Secure and confidential data storage
  - Advanced statistical analyses, including risk adjustment
  - Standard institutional and comparative outcomes reporting
- Fee-for-Service Options
  - Custom institutional and physician outcomes reporting
  - Data collection assistance
  - Authorized data access
  - Performance improvement consultation
  - ORYX data submission to JCAHO

## **COAP Service Descriptions**

Use of the COAP Cardiac Registry is made available to Participants and their associated Providers in accordance with the guidelines and end-user procedures established in the Health Care Provider Procedure Manual. The following services are available to the Participants and their associated Providers under this Agreement:

### **Basic Services**

#### ***Customer Support***

The COAP Cardiac Registry and related services are intended to directly support specified data management and reporting activities of practicing physicians and their affiliated institutions. As customers and end-users of the COAP Cardiac Registry, Participants and their associated Providers will receive timely response to service inquiries and problem reports.

COAP customer support will address issues pertaining to procedures outlined in the **Health Care Provider Procedure Manual** including data definitions, data submission, information system security, authorization, service descriptions, processing requests for fee-for-service options, and other issues as indicated.

#### ***Secure and Confidential Data Storage***

COAP will provide data management services that assure the integrity and safekeeping of longitudinal data including protecting against unauthorized access. Data protections will be enforced at institutional, provider and patient levels as per the COAP Health Care Provider Information Sharing Agreement, COAP policy and prevailing law. COAP must have specific authorization by the Participant to perform analytical or reporting services.

Authorization for performance of the services included in the basic service package is assumed when Participants enter into the COAP Health Care Provider Information Sharing Agreement.

#### ***Advanced Statistical Analyses***

COAP will use advanced statistical and analytical methods to process participant data into meaningful information. Where indicated, clinical information will be risk adjusted using agreed upon methods. Such methods will be determined based on a consensus decision by the COAP Management Committee.

#### ***Standard Institutional and Comparative Outcomes Reporting***

COAP will develop and produce reports for Participants and their associated Providers who have authorized access to the information. Standard and custom reporting options will be offered. In the basic service package, standard reports will include data stratified by diagnosis, by institution. Standard institutional report formats to satisfy external compliance requirements will be offered.

COAP will offer a standard outcomes report format for cross-institutional comparison. Such standard reporting will include “blinded” comparisons.

## **Fee-for-Service Options**

### ***Custom Institutional and Physician Outcomes Reporting***

Customized reporting for institutions and individual physicians may also be performed, as authorized. As part of this service, authorized Participants and their associated Providers may instruct COAP to provide such reports to third parties, e.g., to satisfy JCAHO or NCQA requirements.

Customized comparative reporting will also be offered for health systems, networks or health care alliances as directed. Proper written authorization will be obtained from all Participants and their associated Providers that are included in any comparative report.

### ***Data Collection Assistance***

A Core Data Set of clinical measures has been defined for collection by COAP Participants and their associated Providers. Functional measures that enable longitudinal outcomes assessment will be added as funding becomes available. Standard data collection methods include a fax-based system described in detail in the **Health Care Provider Procedure Manual**. Custom electronic interfaces for batch transmission may be developed by participating Providers at their expense.

Beyond facilitation of an operational fax-based system for Participants and their associated Providers, COAP will provide on-site data collection assistance, for a nominal fee, as requested by participants.

Additional data selection and collection methods will be collaboratively developed by clinicians and administrative stakeholders. This consensus-based process will reflect the input of Participants and their associated Providers, thereby enhancing the perceived and actual value of COAP services beyond that of other proprietary and non-standard information management and outcome reporting methods.

### ***Authorized Data Access***

Participants and their associated Providers will be granted authorized access to electronic copies of the raw data they have submitted as provided for in the COAP Health Care Provider Information Sharing Agreement. Due to the labor and technology involved in processing such requests, authorized access to raw data will be billed as a separate fee for-service option.

### ***Performance Improvement Consultation***

For a nominal fee, COAP will provide performance improvement consulting services related to the interpretation and use of standard and custom reports on institutional and cross-institutional performance.

### ***ORYX Data Submission to JCAHO***

COAP will assist Providers in the satisfaction of accreditation requirements by the Joint Commission on Accreditation of Healthcare Organizations. At the request of participating providers, COAP will submit data for selected performance indicators to JCAHO on behalf of Participants and their associated Providers.

## Appendix B: COAP Fee Schedule

### COAP Basic Service Package

- Customer support
- Secure and confidential data storage
- Advanced statistical analyses, including risk adjustment
- Standard institutional and comparative outcomes reporting

The COAP Basic Service Package includes products and services designed to assist participating providers in data management and reporting relating to a specific category of clinical activities.

Fees for the Basic Service Package include an initial annual payment plus quarterly per case charges based on the number of actual cases submitted to COAP.

Category C-1.0—CABG and PCI

Annual Fee:

Total CABG and PCI cases per year, based on previous four quarters:

< 100 cases \$ xxx.xx

100+ cases \$ xxx.xx

Per Case Fee: \$ xxx.xx

CPT CODES: 33510-33536 and 92974, 92980-92984

**Table 1. COAP Fee-for-Service Option Charges**

COAP Fee-for-Service Options	Charges
Custom institutional and physician outcomes reporting	per request*
Data collection assistance	per request*
Authorized data access	per request*
Performance improvement consultation	per request*
ORYX data submission to JCAHO	to be determined*

\* COAP will provide fee-for-service options for participants requesting special products and services. Charges will be determined by COAP on a per customer basis, depending on the specific requirements of the request.

### ***Custom Institutional and Physician Outcomes Reporting***

Customized reporting for institutions and individual physicians may be performed, as authorized by the requesting customer and any providers named in the report. As part of this service, authorized participants and their associated providers may instruct COAP to provide such reports to third parties, e.g., to satisfy JCAHO or NCQA requirements.

Customized comparative reporting will also be offered for health systems, networks or health care alliances as directed. Proper written authorization will be obtained from all participants and their associated providers that are included in any comparative report.

### ***Data Collection Assistance***

A Core Data Set of clinical measures has been defined for collection by COAP participants and their associated providers. Functional measures that enable longitudinal outcomes assessment will be added. Standard data collection methods include a fax based system described in detail in the COAP Health Care Provider Procedure Manual. Custom electronic interfaces for batch transmission may be developed by participating providers at their expense.

Beyond facilitation of an operational fax-based system for participants and their associated providers, COAP will provide on-site data collection assistance, for a nominal fee, as requested by participants.

### ***Authorized Data Access***

Participants and their associated providers will be granted authorized access to electronic copies of the raw data they have submitted as provided for in the COAP Health Care Provider Information Sharing Agreement (see Appendix B). Due to the labor and technology involved in processing such requests, authorized access to raw data will be billed on a customer-by-customer basis.

### ***Performance Improvement Consultation***

For a nominal fee, COAP will provide performance improvement consulting services related to the interpretation and use of standard and custom reports on institutional and cross-institutional performance. COAP will submit a proposal including professional fees and expenses based on each customer's specific request for consulting support.

### ***ORYX Data Submission to JCAHO***

COAP will assist providers in their efforts to satisfy accreditation requirements of the Joint Commission on Accreditation of Healthcare Organizations. At the request of participating providers, COAP will submit data to JCAHO for selected ORYX performance indicators. Pricing for ORYX services will be determined per clinical domain, e.g., cardiac services, obstetric services, asthma or diabetes. Written agreements describing the provision of ORYX services to COAP customers require yearly renewal.