

Service Description

IBM CareDiscovery Quality Measures

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

IBM CareDiscovery Quality Measures is a regulatory reporting solution that supports the collection and submission of "core measure" data to the Centers for Medicare & Medicaid Services (CMS) and the Joint Commission (TJC). IBM CareDiscovery Quality Measures provides quick and efficient data uploading and abstraction enabling healthcare quality staff to:

- Customize data abstraction according to measure set, discharge data, or completion status.
- Create patient- and physician-level snapshots of performance on individual measures.
- Present results to clinical and hospital leadership.
- Identify quality-of-care issues and data collection problems before data are submitted to CMS/TJC.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM CareDiscovery Quality Measures

IBM CareDiscovery Quality Measures provides the collection and submission of Client-selected measure sets to CMS and/or TJC. Client selects the data submission format from the options made available by IBM at the time of order. The service provides:

- User setup and access IDs for Client-identified users
- Data Collection tool providing the capability to abstract data for selected reporting measures, loading of data for review and additional abstraction, record sampling based on The National Hospital Quality Measures (NHQM) rules, and audit log of all changes to Input Data made by Client's users.
- Data processing, including quality assurance checks
- Regulatory submission when electronic submission is available from the reporting agency
- Output data and reporting, including web-based reporting, web-formatted data tables, and capability to export patient-level data
- User access to IBM CareDiscovery Quality Measures web-based training and on-line communities

1.1.2 IBM CareDiscovery Corporate Reporting

IBM CareDiscovery Corporate Reporting provides access for health system staff to composite reports including all hospitals within a health system and individual hospital reports.

1.1.3 IBM CareDiscovery Quality Measures Secure ID Token

IBM CareDiscovery Quality Measures Secure ID Token provides the replacement of a lost RSA Secure ID two-factor authentication fob. The RSA Secure ID fob is required by users to access the IBM CareDiscovery Quality Measures application.

1.2 Optional Services

1.2.1 IBM CareDiscovery Quality Measures Concurrent Abstraction Module

IBM CareDiscovery Quality Measures Concurrent Abstraction Module allows users to abstract and manage cases while patients are still in-house and care is still actively being delivered, providing the opportunity to improve quality and outcomes prior to patient discharge.

1.2.2 IBM CareDiscovery Quality Measures Expedite Abstraction Module

IBM CareDiscovery Quality Measures Expedite Abstraction Module enhances Concurrent Abstraction by providing a direct HL7 data feed from Client's Hospital Information System (HIS), reducing the time spent identifying and creating concurrent records.

1.2.3 IBM CareDiscovery Quality Measures IPF PPS Incentives

IBM CareDiscovery Quality Measures IPF PPS Incentives adds the collection and reporting of measures for Hospital Based Inpatient Psychiatric Services (HBIPS), Immunization (IMM), Substance Use (SUB), Tobacco (TOB), Transition Record, and Metabolic Disorders.

1.2.4 IBM CareDiscovery Quality Measures Get With The Guidelines Export

IBM CareDiscovery Quality Measures Get With The Guidelines Export provides the ability to extract core measure data from IBM CareDiscovery Quality Measures for submission to the Get With The Guidelines (GWTG) program from the American Heart Association (AHA) and the American Stroke Association (ASA). The export includes data elements that are common between core measures and the GWTG stroke measures. Client is responsible for submitting the export to the GWTG program.

1.2.5 IBM CareDiscovery Quality Measures Quest Collaborative Export Annual Fee

IBM CareDiscovery Quality Measures Quest Collaborative Export Annual Fee provides the ability to extract core measure data from IBM CareDiscovery Quality Measures for submission to the Premier Inc. Quest Collaborative program. The export includes data elements that are common between core measures and the Quest Collaborative. Client is responsible for submitting the export to the Quest Collaborative program.

1.3 Acceleration Services

1.3.1 IBM CareDiscovery Quality Measures Expedite Reimplementation

The IBM CareDiscovery Quality Measures Expedite Reimplementation service is used when a change in the Client's Hospital Information System requires a reimplementation of the Expedite direct HL7 data feed.

1.3.2 IBM CareDiscovery Quality Measures EMR Vendor Change

The IBM CareDiscovery Quality Measures EMR Vendor Change service is used to implement changes in the Cloud Service configuration when the Client's moves to a different EMR vendor.

1.3.3 IBM CareDiscovery Quality Measures HDF to MDSS Data Submission Format Change

IBM CareDiscovery Quality Measures HDF to MDSS Data Submission Format Change reconfigures the Cloud Service data input format from Hierarchical Data Format (HDF) to IBM's Medstat Data Submission System (MDSS) format.

1.3.4 IBM CareDiscovery Quality Measures HDF Format Change, IBM CareDiscovery Quality Measures MDSS File Specification Change

These services are used to implement changes to Client's specifications/formats for data submission into the IBM CareDiscovery Quality Measures system.

1.3.5 IBM CareDiscovery Quality Measures Data Upload Change

IBM CareDiscovery Quality Measures Data Upload Change implements changes to the set of core measures/data submitted for upload into IBM CareDiscovery Quality Measures.

1.3.6 IBM CareDiscovery Quality Measures Deletion of Up to 1,000 Cases

This service is used to delete or correct records from the IBM CareDiscovery Quality Measures system due to Client error in the data submission. Up to 1,000 cases are covered per request.

1.3.7 IBM CareDiscovery Quality Measures Joint Commission Special Submissions, IBM CareDiscovery Quality Measures Joint Commission Special Submission Setup

IBM CareDiscovery Quality Measures Joint Commission Special Submissions is used for TJC submissions for Certification Programs. Submission are performed quarterly based on the TJC/CMS submission calendar. A setup fee applies.

1.3.8 IBM CareDiscovery Quality Measures Special Transmissions

IBM CareDiscovery Quality Measures Special Transmissions allows Client to request submission to CMS, TJC, or other special submission at a date/time different from the IBM standard submission calendar.

1.3.9 IBM CareDiscovery Quality Measures Retransmissions

IBM CareDiscovery Quality Measures Retransmissions allows Client to request a submission after the TJC submission deadline due to Client error in the submission. Data will be processed and transmitted in the next data submission period.

1.3.10 IBM CareDiscovery Quality Measures Special Submission to CMS and TJC

IBM CareDiscovery Quality Measures Special Submission to CMS and TJC are submission to CMS and TJC for hospitals that have 5 or fewer cases and elect not to submit that patient level data but need to include it in population and sampling data.

1.3.11 IBM CareDiscovery Quality Measures Change to Joint Commission ID or Medicare ID

IBM CareDiscovery Quality Measures Change to Joint Commission ID or Medicare ID allows Client to request an update to the unique ID used to process submission to the Joint Commission or CMS. The update will apply to next scheduled submission.

1.3.12 IBM CareDiscovery Quality Measures Secure Electronic Data Transfer

IBM CareDiscovery Quality Measures Secure Electronic Data Transfer is a one-time setup charge for clients who chose IBM's secure electronic data transfers (EDT) for submission of data into IBM CareDiscovery Quality Measures. The EDT services provide options that can be used to submit data to IBM in unattended mode.

1.3.13 IBM CareDiscovery Quality Measures Quest Collaborative Export

IBM CareDiscovery Quality Measures Quest Collaborative Export is a one-time setup charge for clients using the Quest Collaborative Export optional service.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://www.ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=22A64550812311E7A1A213628837956C>

3. Service Levels and Technical Support

3.1 Service Level Agreement

This Cloud Service does not provide an availability SLA.

3.2 Technical Support

Technical and content support for the Service is provided. Support contact information and other details about support operations can be found at: https://www-01.ibm.com/software/support/watsonhealth/truven_support.html. Technical and content support is offered with the Service and is not available as a separate offering.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service.
- Location is a single physical site corresponding with a business address for such physical site accessing the Cloud Services.

- Request is the act by the Client authorizing IBM to perform a service submitted to or managed by the Cloud Services.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Regulatory Reporting

Regulatory reporting, when available and selected by Client, unless otherwise stated by CMS/ TJC will be completed by IBM approximately four months after the close of each calendar quarter, assuming IBM's timely receipt of Input Data from Client.

5.2 Covered Affiliates

Client has the right to extend the rights and obligations under the Cloud Services Agreement to authorized Covered Affiliates identified in a Covered Affiliates Supplement. Each Covered Affiliate will be entitled to all of the rights and bound by all of the obligations under the Subscription Agreement and this Supplement, including but not limited to payment of all Cloud Services fees, submission of Input Data and the protection of the Cloud Service, the Output Data, and other IBM information and properties, as applicable.

5.3 Core Measures

5.3.1 Core Measures Selection

It is Client's sole responsibility to register such measures and maintain any updates with applicable reporting Agencies. Client shall provide documentation of such registration to IBM prior to submission of initial data for the applicable reporting period, and no later than 30 days prior to the Agency's submission deadline. If Client fails to provide registration documentation more than 30 days prior to the Agency's submission deadline, measures will not be activated and data will not be submitted for that reporting period.

5.3.2 Changes to Core Measures

Client may make changes to its measure selections and Agency submissions from time to time by registering such changes with the applicable Agency pursuant to the applicable Agency's requirements and providing written documentation of such changes to IBM before submitting any data for such measures to IBM for the applicable reporting period, and in any event, no later than 30 days prior to the Agency's submission deadline. If Client fails to provide documentation of registration changes to Company in the time and manner set forth above, no changes will be made to the measures for the applicable reporting period. Changes to such measures after initial implementation may require an additional Fee. Such Fee will be quoted to Client in advance and documented in writing.

5.4 Secure Electronic Data Transfer

Secure electronic data transfers require the submission of control information in specified formats and requires files to be named according to IBM file naming conventions. A one-time set up charge will apply for the use of the Secure Electronic Data Transfer option.

5.5 Data Submission

- a. Client shall provide to IBM Input Data in accordance with IBM's published data submission deadlines and Submission Requirements. Client shall ensure that its submissions of Input Data are timely, complete, and correct. Data submissions must meet IBM's specified Submission Requirements in order to be loaded into IBM CareDiscovery Quality Measures.
- b. For each Input Data submission, IBM shall use its then-standard published data processing work plan. Additional charges will apply if Client fails to meet data submission timelines and additional submissions are required or requested in order to meet NHQM requirements.

- c. In the event IBM determines that any Input Data: (i) does not meet IBM data rules; (ii) does not conform to the required format; or (iii) otherwise fails to pass the Submission Requirements, IBM shall provide Client written notice of such event. If Client fails to submit Input Data which satisfies, or can be made to satisfy, IBM data requirements within the timeline established by the parties, IBM shall have the right to remove such data from the database and cease product support for the then-current data cycle. Repeated failures by Client to meet and satisfy the Submission Requirements may constitute a material breach of this Agreement.

5.6 Third Party Content

5.6.1 License Provisions and Agreements

IBM CareDiscovery Quality Measures makes use of third-party licensed content that include additional provisions as detailed in Addendum A.

5.6.2 Availability

In the event that any third party source of data included in the Cloud Service terminates the release of such data, or modifies the terms of disclosure or nature of such data, in either event such that the fundamental nature or value of the products and services provided by IBM under this Agreement are materially and adversely affected as determined by IBM in its discretion, then IBM may terminate this Agreement and refund to Licensee any portion of the fees which are attributable to the remaining portion of the Term as indicated in the Transaction Documents, as full payment of all obligations of IBM pursuant to this Agreement.

5.7 Government Users

The IBM CareDiscovery Quality Measures solutions and services described in this Service Description are "commercial items", as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such products with only those rights expressly set forth in this Agreement.

6. Overriding Terms

6.1 Processing of Personal Data

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: Pursuant to the Agreement, both Client and IBM understand that IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and applicable DPA Exhibit(s) apply and supplement the Agreement if and only to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. This Cloud Service is not currently designed to process any personal data subject to the GDPR and as such, the DPA and any applicable DPA Exhibit(s) are out of scope for the Cloud Services. Client warrants that no personal data subject to GDPR is or will be contained in Content or provided to IBM as a Processor on behalf of the Client as part of the Cloud Service provision.

If Client does seek to provide personal data subject to the GDPR to IBM as a processor, then prior to providing such data, the Client shall notify IBM in writing and if IBM consents in writing to receive such data, after such consent, Client may provide such data, and Client and IBM will comply with their respective obligations under the GDPR, then the DPA and applicable DPA Exhibit(s) referenced in the Agreement shall apply and supplement the Agreement.

6.2 Use of Client Data

The following prevails over anything to the contrary in the Content and Data Protection section of the base Cloud Service terms between the parties: Client grants IBM a worldwide, nonexclusive, perpetual, royalty-free right to use, copy, distribute, display, modify, sub-license, sell, lease, assign and incorporate into other products and services:

- a. Client Information, masked to prevent identification of patients or Client as the source of specific data, including the combining and aggregation with Client Information received from other Clients of IBM for the provision of data aggregation services; and
- b. Any ideas, suggestions, improvements, or services Client or its personnel may provide or disclose to IBM in the course of operations under the Agreement.

6.3 Medical Use Disclaimer

The following prevails over anything to the contrary in the General section, of the base Cloud Service terms between the parties: Client understands and agrees that IBM is not engaged in the practice of medicine and that the Cloud Services and the products produced through the use of the Cloud Service are information tools only and are not a substitute for competent medical advisors. All medical practice management and patient care decisions made in which the Cloud Service may be utilized will be exclusively the responsibility of Client and its authorized personnel. Client agrees to indemnify, reimburse, and hold harmless IBM and its officers, directors, shareholders, and employees from any and all claims that any improper medical treatment resulted from or arose out of use or reliance upon the Cloud Services or deliverables.

Third Party Licensee Provisions and Agreements

1. American Medical Association

IBM is authorized by the American Medical Association (AMA) to distribute and sublicense Current Procedural Terminology, Fourth Edition, a coding system of nomenclature and codes for reporting of healthcare services (collectively, "CPT"), as part of the Program, provided that Licensee is bound by certain terms and conditions. Licensee's rights to use the CPT terminate if Licensee fails to comply with any of the material terms and conditions thereof.

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