

## Service Description

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### IBM CareDiscovery Electronic 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 Electronic Quality Measures is a regulatory reporting solution that helps hospitals meet the Centers for Medicare and Medicaid Services (CMS) electronic Clinical Quality Measures (eCQM) requirements for the inpatient prospective payment system (IPPS) and Electronic Health Record Incentive Program (EHR IP) rules. IBM CareDiscovery Electronic Quality Measures provides:

- Data collection from multiple, disparate EHR systems
- eCQM calculations and reporting to regulatory agencies
- Analysis and reporting of measures and trends
- Custom benchmarks to drive performance improvement

#### 1.1 Offerings

The Client may select from the following available offerings.

##### 1.1.1 IBM CareDiscovery Electronic Quality Measures

IBM CareDiscovery Electronic Quality Measures provides calculations and submission of up to sixteen (16) Clinical Quality Measures to CMS and The Joint Commission (TJC). The service includes user setup and access IDs for Client-identified users, and user access to IBM CareDiscovery Electronic Quality Measures web-based training.

##### 1.1.2 IBM CareDiscovery Electronic Quality Measures Secure ID Token

IBM CareDiscovery Electronic 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 Electronic Quality Measures service.

#### 1.2 Acceleration Services

##### 1.2.1 IBM CareDiscovery Electronic Quality Measures Reimplementation

The IBM CareDiscovery Electronic Quality Measures Reimplementation service is used if Client changes their source EHR system and/or needs support to re-implement their submission file.

##### 1.2.2 IBM CareDiscovery Electronic Quality Measures Additional Submissions

IBM CareDiscovery Electronic Quality Measures Additional Submissions provides for measure submissions beyond those included in the IBM CareDiscovery Electronic Quality Measures 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 if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=10EA4B60812611E7A1A213628837956C>

#### 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](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.
- 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**

Reporting (when available) will be completed by IBM by February 28 after the close of each CMS Calendar Year, assuming IBM's timely receipt of Input Data from Client (Reporting Date).

### **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 the rights and bound by all of the obligations under the Cloud Services 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 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 the CMS and/or The Joint Commission (TJC) reporting 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 the Cloud Service Agreement.

## **5.4 Additional Deliverables and Requirements**

A detailed description of deliverables and requirements for IBM CareDiscovery Electronic Quality Measures is provided in Addendum 1.

## **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.

## Addendum 1

### IBM CareDiscovery Electronic Quality Measures Deliverables Fiscal Year 2014 and Beyond

IBM CareDiscovery Electronic Quality Measures (the Cloud Service) is an EHR module that is certified under the Office of the National Coordinator ("ONC") Health IT Certification Program to the 2014 Edition inpatient certification criteria for calculating and submitting Clinical Quality Measures (CQM). The CHPL Product Number for the 2014 Edition certification is 14.04.04.3001.Care.00.01.1.180413. The 2014 Edition certified product will include the following deliverables:

#### 1. CQM Sets for Hospitals

The product will provide access to the electronic CQMs for hospitals available under the CMS Promoting Interoperability (PI) Program and the Hospital Inpatient Quality Reporting (IQR) program.

- a. IBM will submit to CMS (under the terms of the Cloud Service Agreement, this Addendum, and CMS PI Program and Hospital IQR Program regulations) Client's choice of up to 16 Clinical Quality Measures from those listed in the table in Section c) herein below. If required to register by CMS, it is Client's sole responsibility to register such measures and maintain any updates with CMS. Client shall provide documentation of such registration to IBM prior to submission of initial data within the fiscal year, and no later than 30 days prior to the CMS submission deadline. If Client fails to provide registration documentation more than 30 days prior to the CMS submission deadline, data will not be submitted for that reporting period.
- b. If the specifications or schedule change in a way that IBM can no longer meet the requirements with the data collected in Cloud Service, IBM will notify Client in writing at least 30 days prior to the CMS published submission deadline.
- c. Client may choose up to 16 Clinical Quality Measures from those listed in the table below. As of Cloud Service Agreement Effective Date, the Cloud Service is currently certified for the following Clinical Quality Measures defined in the CMS PI Program and Hospital IQR Program Final Regulations:

CMS eMeasure ID	Measure ID	Measure Title	National Quality Strategy Domain
55	ED-1	Median time from ED arrival to ED departure for admitted ED patients	Patient and Family Engagement
111	ED-2	Median time from admit decision time to ED departure for discharged ED patients	Patient and Family Engagement
32	ED-3	Median time from ED arrival to ED departure for discharged ED patients.	Care Coordination
104	STK-2	Discharged on antithrombotics	Clinical Process/ Effectiveness
71	STK-3	Anticoagulation therapy for atrial fibrillation/flutter	Clinical Process/ Effectiveness
72	STK-5	Antithrombotic therapy by end of hospital day 2	Clinical Process/ Effectiveness
105	STK-6	Discharged on statins	Clinical Process/ Effectiveness
107	STK-8	Stroke education	Patient and Family Engagement
102	STK-10	Assessed for rehabilitation	Care Coordination
108	VTE-1	VTE prophylaxis	Patient Safety
190	VTE-2	ICU VTE prophylaxis	Patient Safety
53	AMI-8a	Primary PCI Received Within 90 Minutes of Hospital Arrival	Clinical Process/ Effectiveness
113	PC-01	Elective Delivery Prior to 39 Completed Weeks Gestation	Clinical Process/ Effectiveness
9	PC-05	Exclusive Breast Milk Feeding	Clinical Process/ Effectiveness

<b>CMS eMeasure ID</b>	<b>Measure ID</b>	<b>Measure Title</b>	<b>National Quality Strategy Domain</b>
26	CAC-3	Home Management Plan of Care (HMPC) document given to patient/caregiver	Patient and Family Engagement
31	EHDI-1a	Hearing Screening Prior to Hospital Discharge 1	Effective Clinical Care

## 2. Mechanisms for Client Data Submission to IBM

IBM will provide Client with access to the following:

- a. Data Submission Manual – Includes the Input Data file specification listing the format and the data elements for the CMS PI Program and Hospital IQR Program Clinical Quality Measures for submission to IBM.
- b. Secure web-based data submission – Provides ability for Client to securely upload data in the specified file format to IBM.

## 3. Data Processing

- a. Based on Client submitted Input Data file, IBM will determine measure results for the Client selected measures and report to CMS under the CMS PI Program and/or Hospital IQR Program Regulations.
- b. The Cloud Service will perform data quality checks to identify issues where applicable, with the data submitted.
- c. The Cloud Service will allow submission of NDC codes (in addition to the standard codes defined in the eMeasure specification) in the Input Data file and process any applicable vocabulary mappings prior to running the measure calculations.

## 4. Reporting

- a. The Cloud Service will provide secure access to reports containing the data needed to complete attestation.
- b. The Cloud Service will provide electronic files in the format defined by CMS in the CMS PI Program and Hospital IQR Program Regulations.

## 5. Data Submission to CMS

- a. Data submission through attestation: Clients eligible for attestation are responsible for reporting the aggregate Clinical Quality Measure results to CMS through a manual attestation process using the CMS web site.
- b. Data submission through electronic data files (eCQM submission): For Clients that elect to perform eCQM submissions, IBM will submit the electronic data files to CMS as per the processes and format defined by CMS.

## 6. Data Submission to The Joint Commission

IBM will perform electronic data submission to The Joint Commission (TJC) on behalf of the Client if Client selects the TJC eCQM submission and provides IBM with all the required data.

## 7. Input Data Format

- a. The Input Data file format for Client submission of Clinical Quality Measures data elements to IBM for measure calculations currently is flat file format. This is a comma separated values .csv file format. Each csv file can contain data elements for one or more episodes of care. Each Input Data file shall include data for a single facility.
- b. The Cloud Service is able to accept Quality Reporting Document Architecture (QRDA) Category I files in xml file format if the Client is using an EHR system that is 2014 Edition certified to export QRDA Category I files. However, if Client elects to submit data elements using QRDA Category I format, then Client is responsible for ensuring that the files contain complete and accurate data in order to be accepted for submission. If Client cannot obtain complete and accurate data as required

by IBM in such files, then Client must resubmit the files in flat file csv format as described herein above.