



**PHYSICIAN PRACTICE CONNECTIONS[®]—PATIENT-CENTERED MEDICAL HOME
(PPC-PCMH[™])
RECOGNITION PROGRAM**

ATTESTATION

To achieve Recognition as a *PATIENT-CENTERED MEDICAL HOME* by meeting the NCQA Physician Practice Connections[®]—Patient-Centered Medical Home (PPC-PCMH) standards, Practice subscribes to the 2007 Joint Principles of the Patient-Centered Medical Home (see Exhibit B) of the American Academy of Family Physicians (AAFP), the American Academy of Pediatrics (AAP), the American College of Physicians (ACP) and the American Osteopathic Association (AOA). Practice submits this application for Recognition with the understanding that the PPC-PCMH standards assess many of the ways in which Practice functions as a patient-centered medical home. Practice also acknowledges that functioning as a patient-centered medical home requires an approach that goes beyond the particular areas assessed by the PPC-PCMH standards. The concept of the medical home and how to operationalize it is evolving and will result in new future versions of the Joint Principles and PPC-PCMH.

Practice conducts its medical care in accordance with the following Joint Principles:

- *Personal physician* – each patient has an ongoing relationship with a personal physician trained to provide first contact, continuous and comprehensive care.
- *Physician directed medical practice* – the personal physician leads a team of individuals at the practice level who collectively take responsibility for the ongoing care of patients.
- *Whole person orientation* – the personal physician is responsible for providing for all the patient’s health care needs or taking responsibility for appropriately arranging care with other qualified professionals. This includes care for all stages of life; acute care; chronic care; preventive services; and end of life care.
- *Care is coordinated and/or integrated* across all elements of the complex health care system (e.g., subspecialty care, hospitals, home health agencies, nursing homes) and the patient’s community (e.g., family, public and private community-based services). Care is facilitated by registries, information technology, health information exchange and other means to assure that patients get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner.

- *Quality and Safety* are hallmarks:
 - Practices advocate for their patients to support the attainment of optimal, patient-centered outcomes that are defined by a care planning process driven by a compassionate, robust partnership between physicians, patients, and the patient’s family.
 - Evidence-based medicine and clinical decision-support tools guide decision making
 - Physicians in the practice accept accountability for continuous quality improvement through voluntary engagement in performance measurement and improvement.
 - Patients actively participate in decision-making and feedback is sought to ensure patients’ expectations are being met.
 - Information technology is utilized appropriately to support optimal patient care, performance measurement, patient education, and enhanced communication.
 - Practices go through a voluntary recognition process by an appropriate non-governmental entity to demonstrate that they have the capabilities to provide patient centered services consistent with the medical home model.
 - Patients and families participate in quality improvement activities at the practice level.

- *Enhanced access to care* is available through systems such as open scheduling, expanded hours and new options for communication between patients, their personal physician, and practice staff.

Applicant or Representative of Applicant(s)
(For Applicant/Representative of Applicant(s) signature)

 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

 Date

**AGREEMENT FOR
PHYSICIAN PRACTICE CONNECTIONS®—PATIENT-CENTERED MEDICAL HOME
(PPC-PCMH™) RECOGNITION PROGRAM**

The National Committee for Quality Assurance (“NCQA”), located at 1100 13th Street, N.W., Suite 1000, Washington, D.C. 20005, and, _____ (the “Practice”), located at _____, for good and valuable consideration, hereby agree as follows:

1. Practice certifies that, to the best of its knowledge and belief, the information submitted for survey under the Physician Practice Connections®—Patient-Centered Medical Home (PPC-PCMH) Program is correct, was obtained using procedures specified in the PPC-PCMH Survey Tool and PPC-PCMH Policies and Procedures and that reasonable safeguards have been and will continue to be taken to protect patient confidentiality in accordance with the Business Associate Addendum, which is attached to and incorporated by reference into this Agreement as Exhibit A. Practice agrees to promptly notify NCQA of any material changes in the information provided to NCQA under the PPC-PCMH Program. Practice agrees to make available to NCQA, PPC-PCMH surveyors, auditors, PPC-PCMH Review Oversight Committee and PPC-PCMH Reconsideration Committee information that would verify what appears in the application materials and PPC-PCMH Survey Tool. Further the Practice agrees that NCQA may make available to an NCQA-Certified credentialing verification organization(s) licensure and other information that NCQA wishes to verify for purposes of reaching a recognition decision under the PPC-PCMH Program. If recognized under the PPC-PCMH Program, Practice agrees to submit to discretionary reviews as deemed necessary by NCQA.
2. Surveys under the PPC-PCMH Program are subject to the fees in effect when Practice applies for recognition under the PPC-PCMH Program, as identified in Exhibit B, which is attached to and incorporated by reference into this Agreement.
3. Practice agrees, in addition to its obligations under this Agreement, to abide by and be bound by all PPC-PCMH policies, procedures, rules and regulations pertaining to the PPC-PCMH Program, including but not limited to the PPC-PCMH Policies and Procedures provided with the application and updated from time to time. Applicants will be notified of material changes and their effective date via e-mail and Web site postings. If recognition under the PPC-PCMH Program results in monetary rewards from purchasers, plans or others tied to quality, Practice understands and agrees that NCQA neither recommends nor decides whether or to what extent Practice should or will receive such rewards.
4. Practice and NCQA agree that NCQA may publish on its Web site or in other formats, and authorize others to publish, that Practice has achieved recognition under the PPC-PCMH Program and which recognition level the practice achieved. If Practice does not achieve recognition under the PPC-PCMH Program, NCQA will not publicly report that

result or authorize others to publicly report that result. NCQA will not publicly report or authorize others to publicly report numerical scores achieved by Practice without written permission from the practice. Practice acknowledges and agrees that NCQA reserves the right to de-identify or aggregate the physician and practice site data submitted as part of the PPC-PCMH Program, and to utilize these de-identified or aggregated data for research by NCQA, to authorize others to use such data for research by NCQA, to authorize others to use such data for research, and to develop physician and practice site norms and other products.

5. Practice understands that NCQA's survey of Practice under the PPC-PCMH Program does not constitute a warranty or representation of any kind by NCQA to any third parties, including, but not limited to employers, consumers or Practice's patients regarding the quality or nature of Practice's services. Practice further understands and agrees that a survey under the PPC-PCMH Program is not a replacement for Practice's evaluation, assessment and monitoring of its own services and procedures. Practice agrees not to misrepresent any information or report developed in conjunction with NCQA's survey under the PPC-PCMH Program. In communications with patients, third party payers, managed care organizations, and others, Practice may state that it has met PPC-PCMH Program standards and that it has achieved recognition under the PPC-PCMH Program. Practice may not characterize itself as an "NCQA approved" or "NCQA endorsed" practice. The use of these mischaracterizations or other similarly inappropriate statements may result in suspension or revocation of Practice's recognition under the PPC-PCMH Program.
6. Practice understands and agrees that any notes, internal memoranda, drafts or documents obtained or generated as part of the PPC-PCMH Survey and/or that reflect the internal thought processes and deliberations of NCQA, its officers, directors, employees, agents, contractors, auditors, surveyors, members of the PPC-PCMH Review Oversight Committee and members of the PPC-PCMH Reconsideration Committee shall hereby be deemed, considered and treated as peer review materials generated for the purpose of reviewing the professional services of Practice, notwithstanding any statutes or case law or other authority that would not recognize such materials and information as peer review materials. Under no circumstances will such materials or information be disclosed to Practice except as summarized in PPC-PCMH Final Results. With respect to any disclosure sought by third parties, such information and materials will be afforded any and all protections recognized as attaching to peer review materials under District of Columbia law; should such disclosure be ordered by a court, such court shall decide the extent to which Practice should also be entitled to disclosure of such information (including reasonable attorney fees and costs associated with any suits, actions, proceedings, claims, or official investigations or inquiries) of any kind which arise in connection with or are related to the PPC-PCMH Program, unless and until any such claims, liability, loss, damages, judgments, injury, costs, expenses and attorney fees are found by a court of competent jurisdiction to have resulted from intentional acts or gross recklessness on the part of NCQA.

7. Practice agrees to defend, indemnify and hold harmless NCQA, its directors, officers, employees, agents, and representatives from and against any and all claims, liability, loss, damages, judgments, or injury, and all costs and expenses (including reasonable attorney fees and costs associated with any suits, actions, proceedings, claims, or official investigations or inquiries) of any kind related to (1) third party claims for malpractice or injury by Practice; (2) the Practice's failure to achieve desired results under the PPC-PCMH Program; or (3) payment and network decisions made by third parties based on Practice's recognition under the PPC-PCMH Program, unless and until any such claims, liability, loss, damages, judgments, injury, costs, expenses and attorney fees are found by a court of competent jurisdiction to have resulted from intentional acts or gross recklessness on the part of NCQA. NCQA's liability under this Section 7 is limited to actual damages. NCQA is not liable for consequential, special, incidental, indirect, exemplary, or punitive damages under this Agreement.

8. Any and all claims or actions arising under this Agreement shall be governed by the law of the District of Columbia regardless of any applicable conflicts of laws principles, and shall be exclusively resolved by a court of competent jurisdiction with the District of Columbia.

**ACCEPTED:
NATIONAL COMMITTEE FOR
QUALITY ASSURANCE**

Name of Practice (print)

Signature of Authorized
Practice Representative

Name and Title of Authorized Representative
(Print)

Date

Signature of Authorized Representative

Name and Title of Authorized Representative
(Print)

Date

**OPTIONAL AUTHORIZATION TO RELEASE SCORES
AND OTHER INFORMATION**

NCQA anticipates situations where Practice may want NCQA to release Practice’s numerical scores on PPC-PCMH standards and elements to a third party. Such situations include, but are not limited to:

- Health plans and employer coalitions that are determining Practice’s eligibility for quality of care awards.
- Health plans that are considering reimbursing Practice for coordination of care services provided as a Patient-Centered Medical Home.

Please check one of the two options listed below.

_____ **Practice authorizes NCQA to release its numerical scores on PPC-PCMH standards and elements to the following organizations:**

Practice understands and acknowledges that NCQA plays no role in deciding eligibility for, or the amount of, quality awards or reimbursements.

_____ **Practice *does not* authorize NCQA to release its numerical scores on PPC-PCMH standards and elements except as otherwise may be provided in the Agreement for Physician Practice Connections[®]—Patient-Centered Medical Home (PPC-PCMH[™]) Recognition Program.**

Signature of Authorized Practice Representative

Date

Exhibit A

**PHYSICIAN PRACTICE CONNECTIONS[®]—PATIENT-CENTERED MEDICAL HOME
(PPC-PCMH[™]) RECOGNITION PROGRAM
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“Addendum”) supplements and is made a part of the National Committee for Quality Assurance Physician Practice Connections[®]–Patient-Centered Medical Home Physician Recognition Program Agreement (“Agreement”) for the Physician Practice Connections Recognition Program (“Recognition Program”) submitted to the National Committee for Quality Assurance (“NCQA”) by

(If Individual applicant insert name of Individual. If Group applicant, insert name of Group).

hereinafter referred to as “Applicant(s).” The Agreement and this Addendum establish the terms of the relationship between NCQA and Applicant(s).

WHEREAS, NCQA and Applicant(s) are parties to the Agreement pursuant to which NCQA conducts an evaluation of Applicant(s) under the Recognition Program (the “Evaluation”) and, in connection with such Evaluation, Applicant(s) discloses to NCQA certain Protected Health Information (as defined in 45 C.F.R. Section 160.103) that is subject to protection under state and federal laws and regulations, including but not limited to the federal privacy regulations (the “Privacy Regulations”) and the federal security regulations (the “Security Regulations”) established at 45 C.F.R. Parts 160 and 164, as amended from time to time, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

WHEREAS, with regard to its Recognition Program activities under the Agreement, NCQA acts as a Business Associate of Applicant(s), as defined under the Privacy and Security Regulations;

WHEREAS, with regard to its data collection, analysis and standards development activities under the Agreement, NCQA conducts Research (as defined in 45 C.F.R. Section 164.501) under the Privacy Regulations; and

WHEREAS, the Purpose of this Addendum is to satisfy certain standards and requirements of the Privacy and Security Regulations, 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time.

In consideration of the mutual promises below, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL PROVISIONS

Section 1. **Definitions.** Unless otherwise specified in the Agreement or this Addendum, all capitalized terms used herein and not otherwise defined shall have the meanings established

by 45 C.F.R. Parts 160 and 164, as amended from time to time, and shall be construed in light of any applicable interpretation or guidance on HIPAA, the Privacy Regulations and/or the Security Regulations issued by the Department of Health and Human Services, the Office of Civil Rights or the Centers for Medicare and Medicaid Services, as amended from time to time. "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. Section 160.103, limited to the information received from or created or received on behalf of Applicant(s). "Electronic PHI" shall mean Electronic Protected Health Information, as defined in 45 C.F.R. Section 160.103, limited to the information received from or created or received on behalf of Applicant(s).

Section 2. **Effect.** As of the date the Agreement is effective, this Addendum shall supplement, modify and amend the Agreement to the extent and only to the extent required to enable Applicant(s) to comply with the Privacy Regulations. For the terms or conditions relating to Electronic PHI only, such terms or conditions shall be effective on the later of (a) the effective date of the Agreement, or (b) the compliance date applicable to Applicant(s) under the Security Rule ("Addendum Effective Date"). Any provision of the Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, that is directly contradictory to one or more terms of this Addendum ("Contradictory Term"), shall be superseded by the terms of this Addendum to the extent and only to the extent of the contradiction, and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum, unless the Contradictory Term relates to Electronic PHI, then the Contradictory Term shall be superseded by the terms of this Addendum as of the Addendum Effective Date to the extent and only to the extent of the contradiction and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Addendum.

II. RESPONSIBILITIES OF NCQA

Section 1. **Use and Disclosure of Protected Health Information.** Except as otherwise specified herein, (1) NCQA may make any and all uses and disclosures of PHI necessary to perform its obligations under the Agreement and this Addendum, subject to the terms and conditions herein, and (2) NCQA may:

- (a) use and/or disclose PHI only as permitted or required by the Agreement, this Addendum or required by law;
- (b) use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of NCQA;
- (c) disclose PHI in its possession to a third party for the purpose of NCQA's proper management and administration or to fulfill any legal responsibilities of NCQA, provided however, that the disclosures are required by law or NCQA has received from the third party written assurances that (i) the information will be held confidentially and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, and (ii) the third party will notify NCQA (and, in accordance with Article II, Section 3 of this Addendum, NCQA shall notify Applicant(s)) of any instances of which it becomes aware in which the confidentiality of the information has been breached;

(d) use and/or disclose PHI to provide Data Aggregation services relating to the Health Care Operations of Applicant(s) and other Covered Entities, as defined by the Privacy Regulations, that have authorized NCQA to perform such Data Aggregation services;

(e) create a Limited Data Set and use and disclose such Limited Data Set pursuant to the Data Use Agreement as set forth in Article VII of this Addendum; and

(f) de-identify any and all PHI obtained by NCQA under this Addendum and/or the Agreement, in accordance with the de-identification requirements of the Privacy Regulations. The resulting de-identified information is not subject to the terms of this Addendum and NCQA may use and/or disclose such information.

NCQA shall use and/or disclose the minimum amount of PHI necessary with regard to its use and/or disclosure of PHI under this Section 1. All other uses and disclosures of PHI not authorized by this Addendum or the Agreement are prohibited.

Section 2. **Appropriate Safeguards.** NCQA will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI, other than as provided for by the Agreement, this Addendum or as required by law. NCQA will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Applicant(s). NCQA will keep current and document such security measures in written policies, procedures or guidelines, and make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary of the Department of Health and Human Services (“HHS”) for purposes of determining Applicant(s)’ compliance with the Security Regulations.

Section 3. **Reporting of Improper Use or Disclosure of PHI.** NCQA will, within ten (10) business days of becoming aware of any use or disclosure of PHI not permitted or required by the Agreement or this Addendum or of any Security Incident with respect to Electronic PHI of which it becomes aware, report such use, disclosure, or Security Incident to Applicant(s). NCQA agrees to mitigate, to the extent practicable, any harmful effect that is known to NCQA of such use, disclosure, or Security Incident in violation of the requirements of this Addendum.

Section 4. **Subcontractors and Agents.** NCQA agrees that any time PHI is provided or made available to its subcontractors or agents, NCQA will enter into a written agreement with the subcontractor or agent that contains the same conditions and restrictions on the use and disclosure of PHI as contained in the Agreement and this Addendum, and will ensure that all of its subcontractors and agents to whom it provides Electronic PHI agree to implement reasonable and appropriate safeguards to protect such Electronic PHI.

Section 5. **Right of Access, Amendment and Accounting of Disclosures.** With respect to the PHI in NCQA’s possession, NCQA agrees to the following:

(a) within fifteen (15) calendar days of receiving a written request from Applicant(s), NCQA will make available to Applicant(s) information necessary for Applicant(s)

to make an Accounting of Disclosures of PHI about an individual in accordance with the Privacy Regulations as set forth in 45 C.F.R. Section 164.528;

- (b) NCQA shall record the following information regarding each disclosure of PHI subject to an Accounting of Disclosures pursuant to 45 C.F.R. Section 164.528: (1) date of disclosure; (2) name of entity or person who received the PHI and, if known, the address of such entity or person; (3) a brief description of the PHI; and (4) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or a copy of a written request for disclosure. For multiple such disclosures of PHI to the same person or entity for a single purpose, NCQA shall provide Applicant(s), pursuant to Article II, Section 5(a) of this Addendum, (1) the information set forth in Article II, Section 5(b) of this Addendum regarding the first disclosure; (2) the frequency, periodicity or number of disclosures made during the accounting period; and (3) the date of the last such disclosure during the accounting period.
- (c) within ten (10) calendar days of receiving a written request from Applicant(s), make available PHI necessary for Applicant(s) to respond to individuals' requests for access to PHI about them in the event that the PHI in NCQA's possession constitutes a Designated Record Set in accordance with the Privacy Regulations at 45 C.F.R. Section 164.524;
- (d) within fifteen (15) calendar days of receiving a written request from Applicant(s), incorporate any Amendments or corrections to the PHI in accordance with the Privacy Regulations at 45 C.F.R. Section 164.526 in the event that the PHI in NCQA's possession constitutes a Designated Record Set;
- (e) make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the Department of Health and Human Services ("HHS") for purposes of determining compliance of Applicant(s) with the Privacy Regulations; and
- (f) forward to Applicant(s) within five (5) business days of receiving any requests an individual makes of NCQA pursuant to 45 C.F.R. Sections 164.528, 164.524, or 164.526 so that Applicant(s) may respond to such request. NCQA shall not respond directly to individual requests.

III. OBLIGATIONS OF APPLICANT(S)

Section 1. **Limitations on Protected Health Information.** Applicant(s) agrees that it will not furnish to NCQA any PHI that is subject to any arrangements permitted or required of Applicant(s) under the Privacy and/or the Security Regulations that may impact in any manner the use and/or disclosure of PHI by NCQA under this Addendum or the Agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. Section 164.522 and agreed to by Applicant(s). If Applicant(s) agrees to a restriction on the use and/or disclosure of PHI pursuant to 45 C.F.R. Section 164.522 after such PHI is furnished to

NCQA, NCQA will, upon written notice thereof from Applicant(s), comply with any such restriction obligation to the extent that such restriction obligation affects NCQA's use or disclosure of that PHI.

Section 2. **Consent and Authorization.** Applicant(s) agrees to obtain any consent, authorization or permission that may be required by the Privacy Regulations or applicable state and federal laws and/or regulations prior to furnishing NCQA the PHI pertaining to an individual.

IV. TERMINATION OF AGREEMENT

Section 1. **Termination by Applicant(s).** Upon Applicant(s)'s knowledge of a breach of a material term of this Addendum by NCQA, Applicant(s) shall provide NCQA with written notice of that breach in sufficient detail to enable NCQA to understand the specific nature of that breach and afford NCQA the opportunity to cure the breach; provided, however, that if NCQA fails to cure the breach within a reasonable time specified by Applicant(s), Applicant(s) may terminate this Addendum. Upon termination of this Addendum under this Section, NCQA will comply with the return or destruction provisions of Article IV, Section 3 below, and Applicant(s) may terminate the Agreement, unless the Parties mutually agree that NCQA may conduct an Evaluation of Applicant(s) using only a Limited Data Set, pursuant to the Data Use Agreement in Article VII of this Addendum, or with information that has been de-identified in accordance with the Privacy Regulations. If after termination of this Addendum pursuant to this Section the parties agree that NCQA will continue its Evaluation of Applicant(s) using a Limited Data Set or de-identified information, the Agreement shall continue in effect and the terms of this Addendum that apply to such Evaluation of Applicant(s) shall survive to the extent necessary for NCQA to conduct the Evaluation of Applicant(s).

Section 2. **Termination by NCQA.** Upon NCQA's knowledge of a breach of a material term of this Addendum by Applicant(s), NCQA shall provide Applicant(s) with written notice of that breach in sufficient detail to enable Applicant(s) to understand the specific nature of that breach and afford Applicant(s) the opportunity to cure the breach; provided, however, that if Applicant(s) fails to cure the breach within a reasonable time specified by NCQA, NCQA may terminate this Addendum as well as terminate the Agreement.

Section 3. **Return or Destruction of PHI.** Within thirty (30) calendar days after termination or expiration of the Agreement or this Addendum, NCQA agrees to either return to Applicant(s) or destroy all PHI received from the Applicant(s) or created or received by NCQA on behalf of the Applicant(s) and which NCQA still maintains in any form, including such information in possession of NCQA's subcontractors. NCQA agrees not to retain any copies of such PHI. If return or destruction of the PHI is not feasible, NCQA agrees to extend the protections, limitations and restrictions of this Addendum to NCQA's use and disclosure of PHI retained after termination and to limit any further uses or disclosures to the purposes that make return or destruction infeasible. Any de-identified information retained by NCQA shall not be re-identified except for a purpose permitted under this Addendum or applicable law.

V. INDEMNIFICATION

Section 1. **Mutual Indemnification.** Each party will indemnify, hold harmless and defend the other party to this Addendum from and against any and all claims, losses, liabilities, costs and other expenses, including reasonable attorney's fees, incurred as a result of, or arising directly out of or in connection with: (i) any misrepresentation or non-fulfillment of any undertaking on the part of the party pursuant to this Addendum; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or connected with the party's performance under this Addendum, provided however, a party's liability hereunder shall be limited to recovery of actual compensatory damages in an amount not to exceed amounts paid to NCQA under the Agreement.

VI. LIMITATION OF LIABILITY

Section 1. **DAMAGES.** NO PARTY SHALL BE LIABLE TO ANOTHER PARTY HERETO FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE RELATING TO OR ARISING FROM THE PERFORMANCE OR BREACH OF OBLIGATIONS SET FORTH IN THIS ADDENDUM, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF AGREEMENT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

VII. DATA USE AGREEMENT

Section 1. **Preparation of the Limited Data Set.** In accordance with Article II, Section 1(e) of this Addendum, NCQA may prepare a Limited Data Set ("LDS") in accordance with the Privacy Regulations and the Business Associate requirements set forth in this Addendum.

Section 2. **Minimum Necessary Data Fields in the LDS.** In preparing the LDS, NCQA will include the data fields which are the minimum necessary to accomplish the purposes set forth in Section 4 of this Article VII.

Section 3. **Responsibilities of NCQA.** NCQA agrees to:

- (a) not use or further disclose the LDS other than as permitted by this Article VII or as otherwise required by law;
- (b) use appropriate safeguards to prevent use or disclosure of the LDS other than as provided for by this Article VII or required by law;
- (c) within ten (10) business days of becoming aware of any use or disclosure of the LDS that is not permitted by this Article VII or required by law, report such use or disclosure to the Applicant(s). NCQA agrees to mitigate, to the extent practicable, any harmful effect that is known to NCQA of a use or disclosure of the LDS by NCQA in violation of the requirements of this Article VII;

- (d) require any agents or subcontractors that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to NCQA under this Article VII; and
- (e) not identify the information in the LDS or contact the individuals whose PHI is in the LDS, except where such contact is based on information derived entirely from a source other than the LDS.

Section 4. **Permitted Uses and Disclosures of the LDS.** NCQA may use and/or disclose the LDS for its Research and Public Health activities and the Health Care Operations of the Applicant(s).

VIII. MISCELLANEOUS

Section 1. **Choice of Law and Jurisdiction.** The law of the District of Columbia shall govern this Addendum. The parties agree that any dispute arising under this Addendum shall only be resolved in a court of competent jurisdiction in the District of Columbia.

Section 2. **Change in Law.** The parties agree to negotiate to amend this Addendum (a) as necessary to comply with any amendment to any provision of HIPAA or its implementing regulations or to comply with any other applicable laws or regulations, or amendments thereto, and/or (b) in the event any such law or regulation or amendment thereto materially alters either party or both parties' obligations under this Addendum. The parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Addendum to give effect to such revised obligations. If the parties are unable to agree to mutually acceptable amendment(s) within sixty (60) calendar days of the relevant change in law or regulations, either party may terminate this Addendum and the Agreement consistent with the terms of this Addendum and the Agreement.

Section 3. **Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 4. **Survival.** Article I; Article II; Article IV, Section 3; and Articles V, VI, and VIII of this Addendum shall survive termination of this Addendum and continue indefinitely solely with respect to PHI NCQA retains in accordance with Article IV, Section 3. Article VII shall survive the termination of this Addendum with regard to any LDS that NCQA possesses. The last sentence of Article IV, Section 1 shall survive termination of this Addendum with regard to any de-identified information NCQA creates using Applicant(s)'s PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum effective as of the date identified above.

**Applicant or Representative
of Applicant(s)**
*(For Applicant/Representative
of Applicant(s) signature)*

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

**National Committee for Quality
Assurance**
(For NCQA signature)

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Exhibit B

**American Academy of Family Physicians (AAFP)
American Academy of Pediatrics (AAP)
American College of Physicians (ACP)
American Osteopathic Association (AOA)**

Joint Principles of the Patient-Centered Medical Home February 2007

Introduction

The Patient-Centered Medical Home (PC-MH) is an approach to providing comprehensive primary care for children, youth and adults. The PC-MH is a health care setting that facilitates partnerships between individual patients, and their personal physicians, and when appropriate, the patient's family.

The AAP, AAFP, ACP, and AOA, representing approximately 333,000 physicians, have developed the following joint principles to describe the characteristics of the PC-MH.

Principles

Personal physician - each patient has an ongoing relationship with a personal physician trained to provide first contact, continuous and comprehensive care.

Physician directed medical practice – the personal physician leads a team of individuals at the practice level who collectively take responsibility for the ongoing care of patients.

Whole person orientation – the personal physician is responsible for providing for all the patient's health care needs or taking responsibility for appropriately arranging care with other qualified professionals. This includes care for all stages of life; acute care; chronic care; preventive services; and end of life care.

Care is coordinated and/or integrated across all elements of the complex health care system (e.g., subspecialty care, hospitals, home health agencies, nursing homes) and the patient's community (e.g., family, public and private community-based services). Care is facilitated by registries, information technology, health information exchange and other means to assure that patients get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner.

Quality and safety are hallmarks of the medical home:

- Practices advocate for their patients to support the attainment of optimal, patient-centered outcomes that are defined by a care planning process driven by a compassionate, robust partnership between physicians, patients, and the patient's family.
- Evidence-based medicine and clinical decision-support tools guide decision making

- Physicians in the practice accept accountability for continuous quality improvement through voluntary engagement in performance measurement and improvement.
- Patients actively participate in decision-making and feedback is sought to ensure patients' expectations are being met
- Information technology is utilized appropriately to support optimal patient care, performance measurement, patient education, and enhanced communication
- Practices go through a voluntary recognition process by an appropriate non-governmental entity to demonstrate that they have the capabilities to provide patient centered services consistent with the medical home model.
- Patients and families participate in quality improvement activities at the practice level.

Enhanced access to care is available through systems such as open scheduling, expanded hours and new options for communication between patients, their personal physician, and practice staff.

Payment appropriately recognizes the added value provided to patients who have a patient-centered medical home. The payment structure should be based on the following framework:

- It should reflect the value of physician and non-physician staff patient-centered care management work that falls outside of the face-to-face visit.
- It should pay for services associated with coordination of care both within a given practice and between consultants, ancillary providers, and community resources.
- It should support adoption and use of health information technology for quality improvement;
- It should support provision of enhanced communication access such as secure e-mail and telephone consultation;
- It should recognize the value of physician work associated with remote monitoring of clinical data using technology.
- It should allow for separate fee-for-service payments for face-to-face visits. (Payments for care management services that fall outside of the face-to-face visit, as described above, should not result in a reduction in the payments for face-to-face visits).
- It should recognize case mix differences in the patient population being treated within the practice.
- It should allow physicians to share in savings from reduced hospitalizations associated with physician-guided care management in the office setting.
- It should allow for additional payments for achieving measurable and continuous quality improvements.

Background of the Medical Home Concept

The American Academy of Pediatrics (AAP) introduced the medical home concept in 1967, initially referring to a central location for archiving a child's medical record. In its 2002 policy statement, the AAP expanded the medical home concept to include these operational characteristics: accessible, continuous, comprehensive, family-centered, coordinated, compassionate, and culturally effective care.

The American Academy of Family Physicians (AAFP) and the American College of Physicians (ACP) have since developed their own models for improving patient care called the “medical home” (AAFP, 2004) or “advanced medical home” (ACP, 2006).

For More Information:

American Academy of Family Physicians

<http://www.futurefamilymed.org>

American Academy of Pediatrics:

http://aappolicy.aappublications.org/policy_statement/index.dtl#M

American College of Physicians

<http://www.acponline.org/advocacy/?hp>

American Osteopathic Association

<http://www.osteopathic.org>

Exhibit C

PHYSICIAN PRACTICE CONNECTIONS®—PATIENT-CENTERED MEDICAL HOME (PPC-PCMH™) PRICING

Standard Survey Pricing

The Full Survey price is the fee for physician practices undergoing the process for the first time and at the time of renewal.

Number of Physicians in the Practice	Initial Fee for Practice to Obtain a Survey Tool License	Application Fees for NCQA Review and Recognition	Total License and Application Fees
1	\$80	\$450	\$530
2	\$80	\$900	\$980
3	\$80	\$1,350	\$1,430
4	\$80	\$1,800	\$1,880
5	\$80	\$2,250	\$2,330
6 +	\$80	\$2,700	\$2,780
>100	\$80	\$2,700 + \$10/ # >100	\$2,780 + \$10/ # >100

Discount for Sponsored Practices

NCQA offers a 20 percent discount from the Full Survey to applicants sponsored by health plans, employers and other programs. PPC-PCMH applicants receive the discount when the:

- Practice has 15 or fewer physicians **and**
- Sponsor has ten or more applications in a market area within a twelve-month period.

Number of Physicians in Practice	Initial Fee for Practice to Obtain a Survey Tool License	Application Fees for NCQA Review and Recognition	Total License and Application Fees
1	\$80	\$360	\$440
2	\$80	\$720	\$800
3	\$80	\$1,080	\$1,160
4	\$80	\$1,440	\$1,520
5	\$80	\$1,800	\$1,880
6	\$80	\$2,160	\$2,240
7	\$80	\$2,520	\$2,600
8+	\$80	\$2,700	\$2,780

Add-On Survey Pricing

To advance to a higher PPC-PCMH Recognition level (i.e., from Level 1 to Level 2 or Level 3, or from Level 2 to Level 3), the practice applies for an add-on survey. This does not require the purchase of an additional PPC-PCMH Survey Tool; NCQA provides the Practice with a Survey Tool based on their previous submission. The application fee for NCQA review and Recognition of an add-on survey is discounted at the 50 percent level of the standard application fees.

Number of Physicians in Practice	Add-On Survey Application Fee
1	\$225
2	\$450
3	\$675
4	\$900
5	\$1,125
6+	\$1,350

Multi-Site Group Survey Pricing

Note: The practice may use only one PPC-PCMH pricing discount for a survey. If the practice uses a sponsored discount, it may not also use the Multi-Site Group Survey discount.

Several practice sites that share a common system or process may be eligible for an NCQA Multi-Site Group Survey; contact NCQA to apply. If NCQA determines that a practice is one of a group of practices eligible for a Multi-Site Group Survey, then the practice group purchases a Survey Tool for each practice site, plus an additional Survey Tool for the Multi-Site Group Survey. NCQA reviews the PPC-PCMH elements approved for the shared processes or systems first (the Multi-Site Group Survey), then applies the Multi-Site Group Survey results to all practice sites in the multi-site group. The remaining elements are completed for each practice site.

NCQA offers a multi-site group discount to practices applying for a Full Survey. To receive a multi-site group discount on Full Surveys, the individual practice sites must submit Survey Tools for the PPC-PCMH evaluation process within six months of submitting the multi-site group Survey Tool.

There is a discount of 50 percent on the Full Survey fee for practices applying under a Multi-Site Group Survey. That is, the price for the Multi-Site Group Survey = Multi-Site Group Survey application fee from the table below with a 50 percent discount on the Full Survey application fees for each practice site + Survey Tool purchases for each site and the Multi-Site Group Survey.

Number of Practice Sites Within a Practice Group	Multi-Site Group Survey Application Fee
1	NA
2-5	\$1,000
6-10	\$2,000
> 10	\$3,000

Number of Physicians at a Practice Site	Practice Fee
1	\$225
2	\$450
3	\$675
4	\$900
5	\$1,125
6+	\$1,350

Reconsideration

A practice may seek Reconsideration of a recognition status decision, as described in the *Policies and Procedures*. A fee of \$500 per site will be charged, payable when the practice requests Reconsideration.

