

## 2018 Merit-based Incentive Payment System (MIPS) Data Release Consent Form– Group Reporting

This Data Release Consent Form (“DRCF”) is entered into by and between the American Academy of Otolaryngology-Head and Neck Surgery Foundation (“AAO-HNSF”) and the undersigned group practice (“Practice”) regarding Practice’s participation in the Merit-based Incentive Payment System (“MIPS”) administered by the U.S. Department of Health & Human Services Centers for Medicare & Medicaid Services (“CMS”) through use of AAO-HNSF’s Reg-ent Registry (“Reg-ent”), a Qualified Clinical Data Registry (“QCDR”) and a Qualified Registry (“QR”), in reporting year 2018. Practice and AAO-HNSF acknowledge and agree to the following:

### AAO-HNSF Responsibilities:

1. Quality Measure Data Submission and Validation:
  - a. At the time of its QCDR/QR registration, AAO-HNSF will notify participants of the requirements for successful MIPS QCDR/QR reporting for obtaining an incentive and avoiding a penalty under the MIPS program, including number and type of measures to report in each performance category and patient sample size.
  - b. AAO-HNSF, or FIGmd, AAO-HNSF’s database vendor, (referred to collectively for purposes of this DRCF as “AAO-HNSF”) will submit to CMS quality measure data/data results that demonstrate satisfactory participation in MIPS in the following performance categories, as selected by Practice or Practice’s designee: (i) Quality; (ii) Promoting Interoperability; and/or (iii) Improvement Activities.
  - c. AAO-HNSF will provide CMS a signed, written attestation statement via e-mail which states that the quality measure results and any and all data, including numerator and denominator data, provided to CMS are accurate and complete, as reported and attested to by the individual physician/clinician participants and group participants. AAO-HNSF will confirm individual and group physician/clinician NPIs using a national database such as National Plan and Provider Enumeration System (“NPPES”).
  - d. Upon request by CMS, AAO-HNSF will provide CMS with access to the Reg-ent QCDR/QR database in order to review beneficiary data on which the AAO-HNSF’s Reg-ent QCDR/QR submissions are based, or alternatively provide CMS a copy of the actual data used for such. Upon request, AAO-HNSF will also make available to CMS the contact information of individual physician/clinician participants or the Practice, which shall include, at a minimum, the phone number, address, or email.
  - e. If determined necessary by CMS, AAO-HNSF will make available to CMS samples of patient level data in the Reg-ent QCDR/QR for validating data submitted to CMS on behalf of AAO-HNSF’s Reg-ent QCDR/QR physician/clinician participants. CMS will validate that TIN/NPI combinations match what is used for Medicare billing and that Medicare beneficiary counts by TIN/NPI match what is submitted by AAO-HNSF for each TIN/NPI combination.
  - f. AAO-HNSF shall submit data adhering to the deadlines established by CMS. Once the MIPS QCDR/QR submission deadline has passed and the CMS QCDR/QR portal has closed, resubmissions of data will not be accepted. AAO-HNSF cannot submit data to CMS after the deadline and is not responsible for any participant submission of data after the CMS QCDR/QR data submission deadline has passed.
  - g. AAO-HNSF will not submit data on Practice’s behalf if Practice or its providers are not active submitters to AAO-HNSF, even if Practice has completed this DRCF. Final submission eligibility decisions shall be made by AAO-HNSF in its sole discretion.
  - h. AAO-HNSF will retain all data submitted to CMS for purposes of MIPS for at least 10 years.

### QCDR/QR Participant Responsibilities:

1.  Practice has entered into an agreement with AAO-HNSF to participate in Reg-ent QCDR/QR (the “Participation Agreement”). The Participation Agreement specifies the collection of data from Practice and Practice’s ability to generate comparative reports through AAO-HNSF’s Reg-ent QCDR/QR. Practice shall submit and/or permit the extraction of a data record, for each patient receiving medical care that meets the inclusion criteria and core data element documentation as stated in the Participation Agreement, within the established “call for data period” as articulated by CMS. Practice understands that failure to submit data within the call for data period may result in exclusion from MIPS.
2.  Practice declares intent to submit data as a group participant for MIPS through AAO-HNSF’s Reg-ent QCDR/QR no later than thirty (30) days prior to the MIPS QCDR/QR submission deadline and will provide and attest to the accuracy of the following:
  - Confirmation of Medicare Part B participation and billing
  - NPI and TINs under which Practice bills Medicare Part B
  - Individual NPIs associated with data submitted to AAO-HNSF’s Reg-ent QCDR/QR
  - Provide tax documentation to confirm TINs, if requested

3.  Prior to submission of quality measure reporting and performance data by AAO-HNSF to CMS, Practice will confirm and attest to the accuracy and completeness of all data being submitted to AAO-HNSF on Practice's behalf, including the following:
- TIN/NPI combination(s) used in AAO-HNSF's Reg-ent QCDR/QR are accurate and used on submission of Medicare claims
  - The NPI associated with the submitted measures is Practice's NPI
  - At least one Medicare patient is included in the Quality data
  - The reporting denominator or number of eligible procedures for each measure meets or exceeds the required 60% sample of all measure-relevant procedures, per TIN/NPI combination, or an attestation that all performed procedures relevant to the measures were submitted to AAO-HNSF's Re-gent QCDR/QR
  - Practice will furnish AAO-HNSF with data on all patients meeting the inclusion criteria as stated in the Participation Agreement
  - Practice has the authority to enter into this DRCF on behalf of each physician/clinician in Practice.
4.  Practice understands AAO-HNSF is not responsible for the accuracy of attestations for the Promoting Interoperability and Improvement Activities performance categories and that the Practice is responsible for maintaining documentation for supporting his/her attestations made for at least 6 years from the end of the 2018 MIPS performance period.
5.  Practice authorizes AAO-HNSF and/or FIGmd, acting on behalf of AAO-HNSF (referred to collectively for purposes of this DRCF as "AAO-HNSF") to submit to CMS, on Practice's behalf, reporting and performance data on measures confirmed by Practice for purposes of participation in the MIPS program, and understands that CMS may publicly disclose quality measure results associated with the MIPS program. Practice understands that such data will include quality measure results, the number of eligible instances applicable to MIPS, the number of instances of quality services performed, and other information related to services Practice has provided to all of its patients with certain medical conditions. Such public disclosure will not include any patient-specific information. Practice also agrees to ensure that data related to the relevant measures is submitted in the form and by the dates specified by AAO-HNSF in order to allow Practice to qualify for the Medicare physician/clinician incentive payment or to avoid payment adjustments.
6.  Practice, on behalf of the providers in Attachment A, understands in signing this consent form, each provider is electing to report through group participation for the 2018 performance year, and as such, must report as a provider in the group across all performance categories. Providers within the group who intended to report as an individual eligible clinician, would not be listed on Attachment A for group reporting.
7.  As required by CMS guidelines, Practice will comply in all respects with AAO-HNSF's Reg-ent QCDR/QR data validation plan, which may include periodic audits by AAO-HNSF. Practice will provide data necessary for such data audit or validation, including patient-level data. Practice acknowledges that it will be responsible for any costs associated with Practice's compliance with the audit requirements (e.g., record retrieval, photocopying, mailing, etc.).
8.  Practice understands that AAO-HNSF is not responsible for the content of the submitted data and whether it meets the requirements for the MIPS incentive payments or to avoid MIPS adjustments. While AAO-HNSF offers sufficient measure quantity and type options to meet MIPS requirements, not all measures may be available for all practices due to their individual information technology installations, patient mix, and/or clinical documentation patterns. It is the responsibility of Practice to ensure that MIPS incentive payment or adjustment avoidance thresholds for measure number and type are met prior to submission. All final adjustments or incentive payments for MIPS are made by CMS; AAO-HNSF cannot guarantee payment and does not make final incentive eligibility decisions or calculate incentive payment amounts.
9.  Practice agrees to review measure results in AAO-HNSF's Reg-ent QCDR/QR at least four times a year based on the following CMS requirement for a QCDR/QR: Provide timely feedback, at least four times a year, on all of the MIPS performance categories at the group level for which the QCDR/QR reports on the Practice's behalf for purposes of the Practice's satisfactory participation in the QCDR/QR.
10.  Practice understands that a group is defined as a single TIN with two or more MIPS clinicians (including at least one MIPS clinician) as identified by their NPIs who have reassigned their billing rights to the TIN. Practices have the option to report at the individual (NPI) or group (TIN/NPI) level. For practices that elect to report at the group level, they are required to:
- Meet the definition of group at all times during the performance period for the MIPS payment year; and
  - Aggregate their performance across the TIN in order to have their performance assessed as a group

A practice that elects to have its performance assessed as a group will be assessed as a group across all four MIPS performance categories. The practice will receive one payment adjustment for the practice's performance.

11.  Practice hereby waives, releases, and holds AAO-HNSF and its members harmless from any claims Practice or individuals within the Practice may have against AAO-HNSF arising out of its submission of its information to CMS for MIPS purposes, except to the extent that such act or omission is the result of AAO-HNSF's gross negligence or willful misconduct. Practice understands that AAO-HNSF's liability

for any such claims will be limited to the amount of MIPS payments due to Practice and that AAO-HNSF shall not be liable for any incidental or consequential damages as a result of its failure to submit Practice's data to CMS. Practice provides this waiver and release knowingly and voluntarily.

- 12.  Practice gives permission to AAO-HNSF to submit this signed DRCF, which includes each provider within the group's email address, to CMS in order to demonstrate compliance with CMS guidelines. This DRCF hereby allows AAO-HNSF to make multiple submissions to CMS related to Practice's participation in the MIPS program, and Practice acknowledges that a new DRCF will not be required or signed for each individual submission.
- 13.  This DRCF shall be effective for the 2018 MIPS reporting year, barring updates to this DRCF as determined by AAO-HNSF. Practice understands that this DRCF shall remain in full force and effect unless Practice provides AAO-HNSF with written notice of termination. Practice may terminate this DRCF upon ten (10) days' written notice to AAO-HNSF at any time. AAO-HNSF may terminate this DRCF (i) upon ninety (90) days' written notice to Practice at any time or (ii) upon five (5) days' written notice to Practice due to breach of any of the responsibilities of Practice that render AAO-HNSF unable to carry out its responsibilities under this DRCF. Termination of this DRCF shall not constitute a termination of the Participation Agreement.
- 14.  Practice agrees that this DRCF represents consent and authorization, on behalf of the Practice and each individual physician/clinician herein, for AAO-HNSF, either directly or through its subcontractors, to extract, format and submit to CMS the required data elements for MIPS (such data, "MIPS Data").
- 15.  Practice's acceptance by electronic signature indicates agreement to the above conditions.

**IN WITNESS WHEREOF**, Practice and AAO-HNSF have caused this DRCF to be executed as of \_\_\_\_ day of \_\_\_\_, 2019:

PRACTICE	AAO-HNSF
Practice Name: _____	Signature: _____
TIN: _____	Name: <u>James C. Denny, MD</u>
Signature: _____	Its: <u>Executive Vice President/CEO</u>
Printed Name: _____	Date: _____

*(completed on behalf of the Practice)*

Email: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, the Practice, on behalf of its providers in Attachment A, agrees to the terms and conditions of this DRCF.

