



## **CCHRI and Provider Group Letter of Participation 2010 PAS Doctor Survey Project**

### **\*Consent to be provided electronically during online registration\***

The [\[insert legal name of Medical Group\]](#) (hereinafter referred to as “Provider Group”) and the Pacific Business Group on Health (“PBGH”) jointly propose to undertake the collection and provider group reporting of physician-specific patient reported performance data through the 2010 **PAS Doctor Survey Project** (“*Doctor Survey*”). PBGH has contracted with the Center for the Study of Services Inc. (“Survey Vendor”) to collect, analyze and report the survey data.

This work involves California Provider Groups in an effort to administer a survey to capture patient-reported experiences of care and service with their physician. The survey will be conducted with a sample of adult members and/or the parents/guardians of child members who are patients of physicians affiliated with the participating Provider Groups. Survey results are reported to the Provider Group and to the designated recipients listed in Section 4 and Section 5 below. Except as stated herein, survey results are not reported to any other persons or entities.

Provider Group and PBGH agree to the following:

1. Provider Group shall designate a primary contact person who is responsible for interfacing with PBGH staff in the conduct of the Doctor Survey. The contact person shall be responsible for communicating updates and issues related to the 2010 Doctor Survey to other interested parties within the Provider Group.
2. Provider Group shall, according to the 2010 Doctor Survey timetable (available on CCHRI website at [www.cchri.org](http://www.cchri.org)) produce and submit patient-level data files to Survey Vendor for the purpose of drawing a random sample of patients to be surveyed, based on the data specifications defined by PBGH and provided to Provider Group and available at [www.cchri.org](http://www.cchri.org) starting September 10, 2009. Provider Group authorizes PBGH to use the Provider Group name and logo and the patients’ names and addresses in communications to solicit Provider Group patients to participate in the survey. Additionally, Provider Group shall provide a copy of its Provider Group logo and the name and signature of the Provider Group representative for the sole purpose of producing customized patient survey packets.
3. Provider Group shall execute a Business Associate Agreement (BAA) with Survey Vendor to ensure that data confidentiality safeguards are established pursuant to HIPPA. The BAA will be available at [www.cchri.org](http://www.cchri.org). If the Provider Group wishes to use a BAA other than the standard BAA used by the Survey Vendor, it may do so, but the Survey Vendor will charge the Provider Group \$250 to pay for the document review.
4. Provider Group agrees to have its patient data collected and analyzed by Survey Vendor according to the Doctor Survey timeline and agrees to the publication of the results to be used by the Provider Group. For purposes of this clause, any Provider Group-specific results shall be shared with other Doctor Survey-participating Provider Groups only under the condition that no findings shall disclose the identity of the Provider Group, any individual physician or any patient/member.
5. Provider Group authorizes PBGH to publish findings of this Doctor Survey provided that no findings shall disclose the identity of the Provider Group, any individual physician or any patient/member. For purposes of this clause, PBGH agrees that Survey Vendor shall only disclose physician-specific or patient-specific data that has been “de-identified” by removing all personal identifying information

collected through the project, specifically patient name, mailing address, zip code, patient home phone, and day and month of birth. The only patient specific information remaining for analysis are gender and birth year.

6. Provider Group agrees to pay PBGH the Doctor Survey administration fee per the 2010 Doctor Survey Fee Schedule of \$2,050 per participating Provider Group and \$214 per doctor selected for participation in the Doctor Survey. Provider Group agrees to pay one-half (50%) of the fee no later than February 19, 2009, and the second half of the fee within 30 days of receipt of the Doctor Survey Reports listed below (per the project timeline final feed are due August 2, 2010. The Provider Group will also be financially responsible to the Survey Vendor for any customized data runs or analyses of the data.
7. Confidentiality of individual patient records will be maintained in accordance with California Civil Code Section 56 *et seq.* (Confidentiality of Medical Information Act) by all parties at all times, in accordance with the HIPAA, and in accordance with any more restrictive, applicable law.
8. PBGH shall produce and distribute the following Doctor Survey Reports to Provider Group:
  - ▶ Provider Group Performance Profile Report, which is the Provider Group's affiliated physician results and comparisons to the results of the participating Provider Groups in the Doctor Survey. The participating Provider Group results shall be blinded – no participating Provider Group names shall be disclosed in this Profile. No patient-level information (or patient personal identifying information) shall be included in this report.
  - ▶ Physician-specific Performance Profile Reports, which is the personalized physician reports that compare the physician's results to the results of other physicians in that Provider Group, except that each report shall be identifiable only as to the physician to which it is provided, with other physicians' identities being de-identified. No patient-level information (or patient personal identifying information) shall be included in this report.
  - ▶ Electronic Data File Report, which is the physician-level results for the Provider Group's physicians only (Excel format). Report includes a database of all of the Provider Group's physician-level survey results. No patient-level information (or patient personal identifying information) shall be included in this report. The report includes reference normative results based on all of the participating provider groups.
9. Provider Group agrees to not publicly disclose any comparative participating Provider Group results.
10. These data confidentiality terms shall survive the termination or expiration of this Agreement.