Registry Participant ID

Internal Code: BPCI\_CPMI

## ADDENDUM TO THE AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION NATIONAL CARDIOVASCULAR DATA REGISTRY AGREEMENT BY AND BETWEEN THE AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION AND PRACTICE DATA RELEASE CONSENT FORM

## AUTHORIZING AND DIRECTING THE AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION TO TRANSMIT DATA FINDINGS RELATING TO THE CHEST PAIN - MI REGISTRY TO THE CENTERS FOR MEDICARE & MEDICAID SERVICES ("CMS")

\_\_\_\_\_\_ (Participant) and the American College of Cardiology Foundation ("ACCF") acknowledge and agree as follows:

- Participant has entered into an agreement with the ACCF to participate in the ACCF's National Cardiovascular Data Registry ("NCDR") Chest Pain – MI Registry (the "Registry"). Such agreement includes the collection of data and receipt of certain comparative reports from ACCF (the "Agreement").
- 2. Participant has entered into an agreement directly or indirectly with CMS that contemplates and permits the transmission by ACCF of Registry data to CMS for the Bundled Payments for Care Improvement Advanced ("BPCI-A") program.
- 3. The data provided by the Participant to ACCF under the Agreement includes institution, provider, and patient-level data. Participant, in submitting data, shall comply with the core data element documentation, as described more fully in the Agreement.
- 4. Participant shall submit a data record for each consecutive patient receiving medical care that meets the inclusion criteria of the Registry. Participant shall submit such data within the "call for data period" as articulated on the Registry website which may be updated from time to time.
- 5. Participant acknowledges that the data collected for the Bundled Payments for Care Improvement Advanced ("BPCI-A") program shall be collected and reported in accordance with the BPCI-A requirements. Participant further acknowledges that the data collected may be used by CMS to support (a) Participant's participation in the BPCI-A or (b) Participant's affiliated practices participating in the BPCI-A.
- 6. Participant acknowledges that it has been informed that ACCF and CMS have or will entered into an agreement; the purpose of such agreement is to provide data to CMS for the BPCI-A program.
- 7. Participant authorizes and directs ACCF to transmit data to CMS, for the purposes described in Paragraph 5 and 6 above.
- 8. Participant acknowledges and agrees that participant-level (hospital or practice) data submitted to CMS by ACCF may be publicly disclosed by CMS for public reporting or under other circumstances.
- 9. Participant represents and warrants that (a) they shall furnish ACCF with Registry data on all patients meeting inclusion criteria for the Registry(ies) and BCPI-A program as communicated by the ACCF.
- 10. ACCF is not responsible for incorrect submission of information. Participant must verify that Registry data are being captured accurately. Participant is responsible for reviewing Registry data prior to the ACCF data submission deadline.
- 11. This Addendum shall be effective for the duration of the BCPI-A program. This Addendum may be terminated by Participant or ACCF upon written notice to the other party at any time. Termination of this Addendum shall not constitute a termination of the Agreement, unless otherwise provided by Participant or ACCF.

12. As amended by this Addendum, the Agreement is in all respects ratified and confirmed, and the Agreement and this Addendum shall be read, taken and construed as one and the same instrument. To the extent any inconsistency exists between the Business Associate Agreement which is attached to the Agreement and this Addendum, the terms of such Business Associate Agreement shall control. In all respects not inconsistent with the terms of this Addendum, the Agreement is hereby ratified, approved, and confirmed.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Addendum to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2021:

ACCF (to be completed by ACCF staff)	PARTICIPANT
Signature:	Signature:
Name:	Name:
Last	Last
First	First
Date://	Title
	Email Address
	Date://

Please scan and email this completed form to:

<u>ncdr@acc.org</u>

ACCF reserves the right to return any incomplete form to Participant for completion prior to execution