



ADDENDUM TO THE CONSULTING SERVICES AGREEMENT

This addendum (“Addendum”) to the Consulting Services Agreement (“Original Agreement”) by and between _____ (“Provider Organization”) and Quality Insights of Delaware, Inc. (“QID”) is effective _____, 2015 (the “Effective Date”). Provider Organization and QID are each referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Original Agreement, identified above remains unchanged and in effect except as modified by this Addendum; and

WHEREAS, subsequent to the execution of the Original Agreement, Provider Organization desires to engage QID to provide certain additional services to assist Provider Organization improve the health care outcomes of patients with hypertension and elevated HbA1c levels; and

WHEREAS, QID, under an agreement with the Delaware Department of Health & Social Services Division of Public Health (“DPH”), is providing subsidized services to a limited number of Delaware health care providers to assist these providers improve the health care outcomes of patients with hypertension and elevated HbA1c levels and QID desires to provide these services to Provider Organization;

NOW, THEREFORE, the Parties hereto, intending to be legally bound, hereby agree to the terms of this Addendum.

1. Subsidized Services. QID will provide or make available the following Services (“Subsidized Services”) to Provider Organization:
 - a. Practice and Workflow Analysis. QID will perform a readiness assessment and workflow analysis of Provider Organization’s EHR system and office workflows for patients with hypertension and diabetes including patient reminders, clinical decision support, self-management of blood pressure, and community referrals and referral tracking.
 - b. Effective and Optimum Use of EHR System for Reporting. QID will assist Provider Organization in the proper use and optimization of its EHR system and office workflows to allow for accurate reporting of National Quality Forum (“NQF”) 0018 and 0059 measures.
 - c. Education. QID will provide training and education materials to Provider Organization including:
 - i. Webinars and/or conference calls with QID’s Medical Director to provide a physician’s perspective on how to best leverage EHR/HIT technology.
 - ii. Access to the Improving Hypertension and Diabetes Care & Prevention Newsletter.

- iii. Access to community resources to assist Provider Organization's patients with lifestyle modifications including certified health workers ("CHW") and lifestyle change programs.
 - iv. Education regarding hypertension and diabetes best practices including Team Based Care Models and medication adherence.
- 2. Provider Organization Support. In order for QID to successfully provide Subsidized Services to Provider Organization, the Provider Organization agrees to:
 - a. Designate an individual to act as the primary contact for QID.
 - b. Submit monthly or quarterly reports for NQF 0018 and NQF 0059 measures.
 - c. Participate in a short survey and workflow analysis regarding current hypertension and diabetes processes with the practice.
 - d. Participate, when possible, on project sponsored/communicated webinars.
 - e. Consider best practice workflow modifications for implementation within Provider Organization.
 - f. Share provided education materials with Provider Organization staff and, as appropriate, patients.
- 3. Compensation. Funding for Subsidized Services is provided by an agreement between the State of Delaware Division of Public Health and QID such that there is no cost to Provider Organization for Subsidized Services provided by QID.
- 4. Term and Termination.
 - a. The term of this Addendum shall be from the Effective Date of this Addendum until June 29, 2016 and shall, subject to funding availability, automatically renew for successive one (1) year terms unless or until terminated in accordance with the following:
 - i. By either Party, without cause, by giving thirty (30) days written notice;
 - ii. By QID, upon immediate written notice if funding from the State of Delaware Division of Public Health is terminated or suspended;
 - iii. By QID, upon ten (10) days' written notice in the event that, upon review and evaluation by QID, QID has determined that there is not adequate funding available from the State of Delaware Division of Public Health to continue providing services in accordance with this Addendum.
 - b. This Addendum may be terminated in accordance with Section 4(a) (i-iii) of this Addendum, without at the same time terminating the Original Agreement.
 - c. This Addendum shall survive the termination of the Original Agreement unless or until terminated in accordance with Section 4(a) (i-iii) of this Addendum. Following termination of the Original Agreement and survival of this Addendum, the Business Associate Addendum (Exhibit C) of the Original Agreement, as amended by Section 5 of this Addendum, shall remain in full force and effect as part of this Addendum.

5. Business Associate Addendum. In order to ensure the privacy and security of Protected Health Information (PHI) QID may have access to in the performance of Subsidized Services provided to Provider Organization, the Business Associate Addendum attached to the Original Agreement as Exhibit C is hereby amended as follows:

a. The following provision is hereby appended to Section (2) of the Business Associate Addendum (Exhibit C) of the Original Agreement:

(F) De-identified Data. Business Associate may de-identify Protected Health Information, provided that such de-identification is conducted in accordance with the requirements of 45 C.F.R. § 164.514(b) including any documentation requirements, and may use or disclose such de-identified data in aggregated form (de-identified, aggregated data) in support of the Subsidized Services identified in the Addendum To The Consulting Services Agreement and for reporting to the State of Delaware Division of Public Health. De-identified data does not constitute Protected Health Information and is not subject to the terms of this Addendum.

6. Terms of Original Agreement. The Parties acknowledge and agree that this Addendum is incorporated into and made part of the Original Agreement. All terms and conditions of the Original Agreement not expressly modified as a result of this Addendum remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the date first written above.

Quality Insights of Delaware, Inc.

Provider Organization

By: Patricia B. Ruddick

By: _____

Printed Name: Patricia B. Ruddick

Printed Name: _____

Title: Director of HIT Services

Title: _____

Address: 3001 Chesterfield Avenue

Address: _____

Charleston, WV 25304
