**ADDENDUM TO THE MASTER REGISTRY PARTICIPATION**

**AGREEMENT BY AND BETWEEN THE AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS AND PARTICIPANT**

**DATA RELEASE CONSENT FORM AUTHORIZING AND DIRECTING**

**THE AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS**

**TO TRANSMIT DATA TO CMS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant”) and the American Academy of Orthopaedic Surgeons (“AAOS”) acknowledge and agree as follows:

1. Participant has entered into a Participation Agreement with AAOS to provide certain data to AAOS’s Registry Program (“Registries”) and to receive certain comparative reports from AAOS (the “Agreement”).
2. The data provided by Participant to AAOS under the Agreement includes office, physician, and patient-level data (“Data”), which can be used to calculate performance metrics (the “Metrics”). The Participant, in submitting Data, has agreed to comply with the core data element documentation, as described more fully in the Agreement, and as updated from time to time.
3. The Registries maintain the status of Qualified Clinical Data Registries (“QCDR”), which allows AAOS to report measure data for Participants to the U.S. Centers for Medicare & Medicaid Services (“CMS”) for its Merit-Based Incentive Payment System (“MIPS”) and Inpatient Quality Reporting (“IQR”) Program, Total Hip and Knee Replacement Patient-Reported Outcomes Performance Measure (“PRO-PM”) with Participant consent.
4. Participant agrees that it has opted to participate in MIPS and the IQR Program, as selected below, and directs that the Data and any required Metrics needed to participate in either program for eligible physicians that have provided consent shall be extracted, formatted, and submitted by AAOS to CMS, along with de-identified Registries benchmarks or CMS benchmarks, as applicable. Participant agrees that AAOS shall not make final performance measure calculations or calculate incentive payments, if any.

□ Merit-Based Incentive Payment System (“MIPS”)

□ Inpatient Quality Reporting (“IQR”) Program:

□ Total Hip and Knee Replacement Patient-Reported Outcomes Performance Measure (“PRO-PM”)

1. Participant agrees and warrants that the physicians whose data may be provided under the terms of this Addendum are listed in Appendix A (“Eligible Physicians”) and have consented to and opted into participation in MIPS and/or the IQR Program, as applicable, and have authorized Participant to sign this Addendum on their behalf. If an Eligible Physician has not authorized Participant to sign on their behalf, but the Eligible Participation wishes to direct AAOS to submit physician-level Data or Metrics to CMS for MIPS and/or the IQR Program, Participant must notify AAOS immediately, and the Eligible Physician will be required to sign this Addendum directly.
2. Participant represents and warrants that it has entered or will enter into an appropriate agreement or consent with CMS for its participation in MIPS and/or the IQR Program, as may be required. Participant further understands and agrees that CMS is exclusively responsible for its use of the Data and Metrics and the conduct of MIPS and/or the IQR Program, and Participant acknowledges that AAOS is not responsible for and may not be held liable for the same. AAOS’s exclusive responsibility with respect to the Data and Metrics under this Addendum is to transmit the same to CMS on behalf of Participant as described herein.

1. Participant authorizes and directs AAOS, as Participant’s business associate, to create the Metrics for CMS and to extract, format, and submit Data for MIPS and/or the IQR Program, for the purposes described above.
2. Participant warrants and represents that it is submitting at least the CMS-required minimum measure-eligible Data and that the data is true and accurate to the best of its knowledge.
3. Participant agrees to indemnify, defend, and hold harmless AAOS and its independent data warehouse service provider (if any) from and against any and all third-party claims, costs and expenses (including attorneys’ fees and expenses), demands, actions and liabilities of every kind and character whatsoever arising or resulting in any way from Participant’s breach of its obligations under this Agreement, absent the gross negligence or willful misconduct of AAOS. All of the foregoing rights of indemnification shall apply to any expenses incurred by AAOS and any independent data warehouse service provider in defending themselves, respectively, against any claims including, but not limited to, claims of gross negligence or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such party seeking indemnification has committed gross negligence or willful misconduct.
4. This Addendum shall be effective upon execution and shall apply for the reporting period \_\_\_\_\_\_\_\_\_\_\_\_\_, with reporting to occur in \_\_\_\_\_\_\_\_\_\_. This Addendum may be terminated by Participant or AAOS upon written notice at any time. Termination of this Addendum shall not constitute a termination of the Agreement, unless otherwise provided by Participant or AAOS. Termination of Participant’s participation in the Registries will terminate any obligation for AAOS to send Data or Metrics to CMS.
5. 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 Addendum 1 to the Agreement (Business Associate Contract and Data Use Agreement) and this Addendum, the terms of this Addendum 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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_:

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| **PARTICIPANT** | **AAOS** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ELIGIBLE PHYSICIAN (if applicable)**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

APPENDIX A

Eligible PHYSICIANS

| Physician name | Physician contact information | npi |
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