

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NRC HEALTH**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and NRC Health, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing patient engagement assessment services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—NRC Health Real-time Feedback Implementation Guide
- Exhibit E—Corporate Compliance SMMC Code of Conduct
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Chief Operations Officer or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2018, through December 31, 2020.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Ownership of Materials; License.**

Contractor owns all right, title, and interest in and to the services outlined under this Agreement ("Services"); all related software, technology, printed materials, associated media, documentation and systems; and all Contractor content provided in connection with the Services, including all intellectual property rights relating to or embodied in the Services (collectively, "Contractor Property"). Contractor reserves all rights not expressly granted to County in this Agreement. County agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to Contractor Property.

Subject to County's compliance with the terms and conditions of this Agreement, Contractor hereby grants County a non-exclusive license during the term of this Agreement to use Contractor Property for County's own business purposes. This license is granted conditional upon the payment to Contractor of applicable fees under this Agreement.

County owns all right, title, and interest in and to any custom questions, responses, and other data and information provided by County and its survey recipients to Contractor (collectively, "County Property").

In connection with Contractor's performance of the Services, Contractor uses aggregated data to maintain a member measurement data warehouse (the "Data Warehouse"). In order to further Contractor's research and provide member benchmarks, County agrees to allow Contractor to add County's data to the Data Warehouse in a de-identified format and retain such de-identified data following the termination of this Agreement. In no event will Contractor divulge the identity of any patient or of County in any

report, publication, or other form of communication containing data generated in the course of performance of this Agree

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's

expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor

Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service

ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### **f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been

issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies

that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Disentanglement**



Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

#### **18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo Medical Center  
Attn: Accounts Payable  
Address: 222 W 39<sup>th</sup> Ave  
San Mateo, CA 94403  
Email: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org)

In the case of Contractor, to:

Name/Title: NRC Health  
Address: 1245 Q street  
Lincoln, NE 68508  
Telephone: N/A  
Facsimile: N/A  
Email: N/A

#### **19. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**20. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: NATIONAL RESEARCH CORPORATION D/B/A NRC HEALTH

  
\_\_\_\_\_  
Contractor Signature

11-06-17  
Date

Kirsten Hoffman  
Contractor Name (please print)



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

**Real Time Feedback:** Enterprise (All care settings), Emergency Department, Medical Practice, Inpatient, and Outpatient. NRC's Real-Time Feedback provides hospitals and healthcare providers the ability to receive and take action on patient feedback within hours of the encounter. The information gathered will inform SMMC staff of the patient's perception of the experience, provide visibility to the specific compliments or concerns expressed, and track any service recovery activities. Real-time Feedback is a solution targeting front-line provider staff – in every care setting – in order to provide actionable insights and visibility to every patient's feedback for the purposes of coaching and service recovery. NRC Health's Real-time Feedback solution connects with SMMC's patients or residents immediately after their experience via email, SMS (text), or phone (IVR).

**CAHPS** (Consumer Assessment of Healthcare Providers and Systems) is a series of patient surveys rating health care experiences in the United States. NRC administers the below CAHPS surveys on SMMC's behalf: :

- Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CGCAHPS) survey is a standardized tool to measure patients' perception of care provided by physicians in an office setting. This may include CAHPS Patient Centered Medical Home (PCMH) Item set which is a set of supplemental questions that can be added to the CAHPS survey to gather more information on patient experience with domains of primary care that define a medical home;
- Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) is a survey for all hospitals in the United States provided to all adult inpatients, excluding psychiatric patients;
- and other CAHPS surveys as they are required per CMS reporting guidelines..

**Other:** NRC Health also offers Experience Improvement Solutions for non-CAHPS services such as Behavioral Health (Inpatient).

**Transparency Solution(s):** Star Ratings (with comment review) for Year 2 and Year 3 only.

### **Experience Improvement Summary of Benefits**

#### **Implementation, Educational and Development Resources**

Experience Improvement includes access to a bank of improvement resources and educational development opportunities, including:

- Seamless implementation guided by your NRC Health service team
- Service professionals dedicated to education and account information
- Access to the Best Practice Webinar Series—an educational series that provides actionable takeaways and solutions for issues impacting today's evolving healthcare environment
- Access to Regional Networking events across the United States
- Invitation to annual NRC Picker Patient-Centered Care Symposium (Invitation at Member's expense)
- Subscription to the NRC Health FOCUS and FOCUS Insider e-newsletters, NRC Health case studies, white papers and industry notifications to keep your organization up-to-date

#### **Real-time Feedback**

NRC Health's Real-time Feedback allows your organization to capture feedback fast—in a matter of days or even hours—from your patients. Real-time Feedback features:

- Short, flexible question sets that deliver valuable insights
- Multi-channel, technology driven outreach that produces timely feedback—Ask questions via email, SMS (text message) or interactive voice recognition (IVR) to reach more patients than ever before
- Outreach to the patient the same day their record is received--feedback is analyzed and promptly presented via the online analytics portal allowing for real-time feedback
- Natural Language Processing (NLP) technologies to quickly analyze and structure patient comments in order to identify emerging trends and improve satisfaction and loyalty
- Ability to subscribe managers and front-line staff to push timely feedback and reports for immediate action

## CAHPS®

NRC Health brings innovative strategies to the Consumer Assessment of Healthcare Providers and Systems (CAHPS) programs to provide value to all healthcare stakeholders. With the purchase of CAHPS solutions, not only will you meet CMS requirements on specific CAHPS programs, your organization will be equipped with the knowledge needed to improve your patient experience—faster. CAHPS solutions feature:

- CAHPS compliance and data submission for CAHPS solutions purchased
- Meaningful and user-friendly reports

## Transparency Summary of Benefits

NRC Health’s Transparency solutions allow you to share a true picture of your organization and ensure that timely and relevant content informs better consumer decision-making. Our Star Ratings solution enables you to publish verified patient feedback—powered by any patient experience data already being collected—to provider profile pages.

## Implementation, Educational and Development Resources

- On-demand support and personalized guidance with an NRC Health advisor for pending decisions, new tactics, internal presentations, and other needs
- Dedicated account management with facilitated reviews of relevant topics and advisory services
- Innovation exchange through online peer learning groups and discussion forums
- Research briefs featuring in-depth analysis of emerging trends and related solutions likely to have the greatest impact on reputation and transparency
- Access to an extensive library of evidence-based practices, including analysis of architecting a successful strategy

## Star Ratings

- Unlimited access to NRC Health’s publishing system to aggregate, classify and publish reviews (from any survey vendor) to the organization’s own website or clinician directory
- Ability to syndicate ratings and reviews to affiliated websites such as ACO’s, narrow networks co-managed with insurers and other areas where your organization’s brand lives
- Roll-up and drill-down analysis of clinician performance by service line, facility, star ratings and distribution
- Access to improvement resources and educational development opportunities

|   |                |
|---|----------------|
| <b>MAXIMUM NUMBER OF ANNUAL PATIENT VISITS FOR INPATIENT,</b> | <b>105,000</b> |
|---|----------------|

|  |       |
|--|-------|
| <b>OUTPATIENT AND EMERGENCY– REAL TIME</b>   |       |
| <b>MAXIMUM NUMBER OF PHYSICIANS – REAL TIME (MEDICAL PRACTICE/CLINICS)</b>                               | 100   |
| <b>TOTAL NUMBER OF TWO WAVE MAIL HCAHPS SURVEY TARGETS ANNUALLY</b>                                      | 600   |
| <b>MAXIMUM NUMBER OF CLINICIANS - STAR RATINGS (Starts 1-1-19)</b>                                       | 100   |
| <b>TOTAL NUMBER OF HOSPITALS/FACILITIES</b>  | 1     |
| <b>TOTAL NUMBER OF TWO WAVE MAIL CG CAHPS SURVEY TARGETS (CLINIC LEVEL) FOR PRIME AND PCMH REPORTING</b> | 1,000 |

**CAHPS Survey Methodology (Select One):**     Mail             Phone

\*ACO CAHPS® and CAHPS for MIPS® require mixed phone/email methodology

**Languages:** English/Spanish included

Data will be transmitted either through sFTP or HL7 feed daily.

During Implementation data validation will occur where your Real-time team sets up your secure data submission portal and reviews your submitted test data to ensure that it meets the requirements.

Files should include all patients for the service areas being surveying in Real-time. File requirements include: a pipe-delimited file, a file extension of .txt or .dat, a header row, and required fields.

Required fields include patient first name, patient last name, primary phone, email, DOB, MRN, gender, primary language, email, visit type, facility number, visit number, admit date time, discharge date time, admit source, discharge status, location criteria, location name, MSDRG, attending Dr.'s first name, attending Dr.'s last name, and attending Dr NPI.

Your data dictionary and test data are used to program the data ingestion for your daily data submissions and confirm the criteria that trigger outreach.

Your Implementation Specialist will work with IT if these requirements cannot be met.

## **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**Membership Effective Date:** 01/01/2018      **Annual Membership Fee:**  
Year 1: \$115,000.00  
Year 2: \$140,000.00 (includes Transparency Star Ratings)  
Year 3: \$140,000.00 (includes Transparency Star Ratings)

**Invoice Terms:** Monthly invoices are to be submitted after the completion of the previous survey month.

**Additional Terms:**

- Membership will include two passes to the annual NRC Health Symposium

Exhibit C

# Real-time Feedback

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## IMPLEMENTATION GUIDE

UPDATED 9.7.17



Human understanding

1245 Q Street | Lincoln, NE 68508  
P: 1 800 388 4264 | F: 1 402 475 9061

[nrchealth.com](http://nrchealth.com)



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# Real-time Feedback Guide

## Introduction

Welcome to the Real-time Feedback program! The following information is designed to help you successfully implement the Real-time Feedback program for your organization. It covers program background, technical specifications, implementation and launch, and the roles your team and your NRC implementation team play in the process.

## About NRC Health

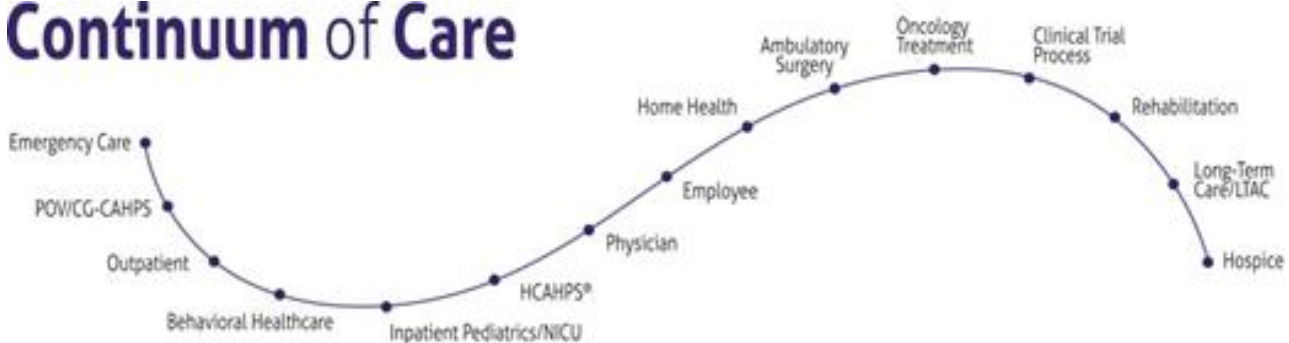
*NRC Health helps you understand the people you care for with greater clarity, immediacy, and depth.™*

NRC Health has helped healthcare organizations illuminate and improve the moments that matter to patients, residents, physicians, nurses, and staff for 35 years. Our empathetic heritage, proprietary methods, and holistic approach enable our partners to better understand the people they care for and design experiences that inspire loyalty and trust.

With the complexity and demands associated with healthcare delivery today, seeing the whole picture is more important than ever. NRC Health solutions are designed to help you understand the totality of how your organization is experienced by the people you serve.

NRC Health's Experience solutions capture deeply personal experiences in real-time. These insights power a new benchmark: n=1. We help our partners exceed the expectations of each person they serve.

## Continuum of Care



By illuminating the complete care journey, our partners are able to ensure each individual receives the care, respect, and experience he or she deserves. Developing a longitudinal profile of your customers' healthcare wants and needs allows for:

- Organizational improvement
- Increased provider and staff engagement
- Loyal relationships and personal wellbeing

As the only healthcare research and quality improvement firm serving the entire continuum, NRC Health's performance measurement and improvement services offerings are used by a significant number of health plans, hospitals, healthcare systems, board members and healthcare executives, medical groups, payers, physicians, long term care communities, home health agencies, and hospice programs.

## About Real-time Feedback

### How it works



NRC's Real-Time Feedback provides hospitals and healthcare providers the ability to receive and take action on patient feedback within hours of the encounter. The information gathered will inform the provider of the patient's perception of the experience, provide visibility to the specific compliments or concerns expressed, and track any service recovery activities. Real-time Feedback is a solution targeting front-line provider staff—in every care setting—in order to provide actionable insights and visibility to every patient's feedback for the purposes of coaching and service recovery.

Real-time Feedback from NRC Health takes you inside the care experience faster than ever before. Immediate insights enable you to impact processes, inspire staff behavior change, and implement service recovery at the earliest possible stage—your best opportunity to influence loyalty.

NRC Health's Real-time Feedback solution connects with 100 percent of your patients or residents immediately after their experience – via email, SMS (text), or phone (IVR). Thanks to natural language processing of open-ended questions, you'll be able to ask fewer, more targeted questions to increase participation, and deliver rich insights which align with your initiatives.

### Benefits

This timely, robust, targeted data removes barriers that keep physicians and staff from improvement. With real-time feedback, they will be able to:

- Identify root causes and prioritize efforts to improve patient experiences
- Act upon emerging trends before they escalate to larger problems
- Perform real-time service recovery for at-risk patients

## Outreach Modes

Patients will receive up to 3 outreach attempts using the outreach modes listed below. You can specify the outreach modes used, as well as the order of the outreach attempts.

### Email

If there is an email address in the patient's record, the system will outreach via email.

### SMS (Text)

The system will look at the primary phone number to determine if the number is SMS-enabled. If it is, the system will outreach via SMS text message. \*This is not a recommended mode due to low response rates.

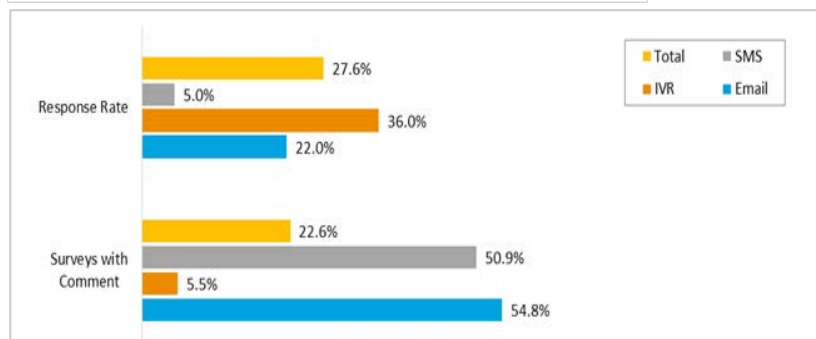
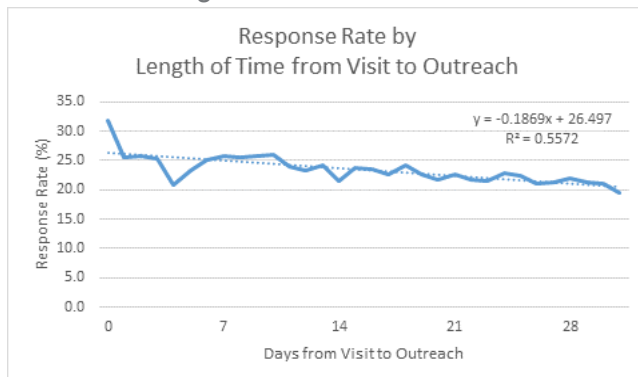
### Phone (IVR)

IVR outreach can occur anytime between 9am and 8pm, however NRC Health recommends a 6-8pm call window as that yields the highest response rates. The call window will correspond with the time zone associated with the facility where the patient was seen. If the patient does not pick up, the system will leave a message asking the patient to call back and complete the survey.

*Note: If contact information is not available for a given outreach mode, the system will use another available mode so that up to 3 attempts will always take place.*

## Response Rates

Outreach conducted in 2016 indicates that, in general, earlier outreach increases patient response. With every day that passes between visit and outreach, patient response rates decrease by 0.19%. The length of time from visit to outreach was two days for the majority of patients (72%).



## Your NRC Health Team

### Business Development Manager

Your Business Development Manager (BDM) is your primary point of contact through the signing of your Letter of Agreement. Your BDM can assist you should you wish to modify or add to your current Letter of Agreement.

### Implementation Specialist

Your Implementation Specialist is your primary point of contact until outreach begins. You will be introduced on a formal kick-off call that includes representatives from your agency and your NRC Health team. Your Implementation Specialist:

- Analyzes the test data file submitted by your organization
- Creates outreach for Real-time feedback

### Account Manager

After outreach begins, your Account Manager is your primary point of contact for all questions and requests. Account Managers are knowledgeable about NRC Health outreach philosophy, industry expertise and the Real-time program, improvement planning, reporting training, and ongoing service needs. Your account manager can also help if changes are needed to your program post-implementation.

## Contacting Your NRC Health Team

Your team is located in our Lincoln, Nebraska headquarters, which is open Monday through Friday, 7:30 AM.to 7:00 PM CST.

**Telephone** 402.475.2525  
**Toll Free** 800.388.4264  
**Fax** 402.475-9061

**Mailing Address**  
1245 Q Street  
Lincoln, NE 68508

Visit us online at

- <https://www.nrchealth.com>
- <https://nrchealth.com/solutions/real-time-feedback>

# Real-time Feedback Implementation



## Client Key Roles and Responsibilities

Your NRC Health team looks forward to a close partnership with your organization's patient experience and IT/IS representatives. Based on our 30+ years of experience, we suggest your team include a

### Project Lead

Responsible for visibility of the patient experience within senior leadership at your organization. This person may or may not be our primary contact involved on regularly scheduled implementation calls.

### Patient Experience Lead

Owns the dissemination of patient experience data to the rest of your organization. Your NRC Health team will expect key decisions to come from this person. Examples include:

- Identification of areas for outreach
- Gathering outreach content approval from key stakeholders in the organization
- Working to identify appropriate technical resources for data file creation and ongoing transmission
- Serving as a Real-time reporting platform super user within the organization

### IT Integration Lead

Your IT/IS representative(s) is a key resource for a successful implementation. This person requires knowledge of the Electronic Medical Record (EMR) system in your organization and may serve as a liaison with your EMR vendor to coordinate the extraction of the patient data file. They will also be responsible for submitting patient data to NRC Health.

# Real-time Feedback Implementation Timeline

The Implementation Process takes 8-10 weeks to complete. Missed deadlines could result in a delayed launch.

|  | RESPONSIBLE PARTY |        | DATE DUE  |
|--|-------------------|--------|-----------|
| <b>IMPLEMENTATION KICKOFF</b>  |                   |        |           |
| Hold implementation kick-off call to discuss process and next steps  | NRC               | Client | Week 1    |
| Confirm Real-time outreach mode (Email/IVR/SMS)  |                   | Client | Week 1    |
| Determine file layout and submission process reviewed  | NRC               | Client | Week 1    |
| Set weekly implementation status meetings  | NRC               | Client | Week 1    |
| <b>MEASUREMENT PLAN</b>  |                   |        |           |
| Measurement Plan sent to Implementation Specialist   |                   | Client | Week 2    |
| Organization Hierarchy with Facilities & Locations to be measured  |                   | Client | Week 2    |
| Data Dictionary to identify coding in data file  |                   | Client | Week 2    |
| Outreach Questions are determined (included dashboard questions)   | NRC               | Client | Week 2    |
| Measurement Plan is finalized and approved   | NRC               | Client | Week 3    |
| Organizational Hierarchy programmed  | NRC               |        | Week 3    |
| Programming Quality Assurance  | NRC               |        | Week 3    |
| Implementation Specialist submits new questions and/or scale for programming (if necessary)                                  | NRC               |        | Week 3    |
| <b>DATA VALIDATION - HL7</b>   |                   |        |           |
| Provide sample of HL7 ADT message (Minimum one month's worth of data sent via VPN or Data Exchange)                          |                   | Client | Week 3    |
| Setup VPN Connection   | NRC               | Client | Week 3    |
| Data File Ingest Programmed  | NRC               |        | Week 4-5  |
| Programming Quality Assurance  | NRC               |        | Week 4-5  |
| Setup HL7 feed automation  | NRC               | Client | Week 4-5  |
| Review HL7 feed (Minimum two week's worth of data)   | NRC               |        | Week 4-5  |
| HL7 feed finalized and approved  | NRC               | Client | Week 4-5  |
| <b>DATA VALIDATION - FLAT FILE</b>   |                   |        |           |
| Implementation Specialist sends SFTP information to client   | NRC               |        | Week 3    |
| Client sends test data file through SFTP   |                   | Client | Week 3    |
| Test data file feedback is given to client   | NRC               |        | Week 3    |
| Test file is finalized and approved  | NRC               | Client | Week 4-5  |
| Data File Ingest Programmed  | NRC               |        | Week 4-5  |
| Programming Quality Assurance  | NRC               |        | Week 4-5  |
| Activate daily automation  |                   | Client | Week 6-8  |
| <b>PROJECT CONFIGURATION</b>   |                   |        |           |
| Client sends Implementation Specialist custom caller ID (if necessary)   |                   | Client | Week 6    |
| Project configuration programmed   | NRC               |        | Week 6    |
| Programming Quality Assurance  | NRC               |        | Week 6-8  |
| Implementation Specialist validates data   | NRC               |        | Week 6-8  |
| <b>REPORTING &amp; EDUCATION</b>   |                   |        |           |
| Communiation to staff about Real-time outreach in preparation for launch   | NRC               | Client | Week 6    |
| Account Manager schedules report training with Main Contact post-launch  |                   | Client | Week 6-7  |
| Intial Users identified and programmed   | NRC               | Client | Week 6-8  |
| <b>PROJECT LAUNCH</b>  |                   |        |           |
| Real-time Measurement Begins   | NRC               |        | Week 8-10 |
| Transition call/email held with NRC and client to close implementation and handoff to NRC Account Manager/discuss next steps | NRC               | Client | Week 8-10 |

# Project Launch Milestones

## **Kick-off Call**

The kick-off call is an opportunity for your Project Lead, Project Experience Lead, and IT Integration Lead (as well as any other relevant team members) to get acquainted with your Real-time team. We'll review the Letter of Agreement and walk through the implementation process and timeline. It's also a great opportunity to ask any questions about the project. After this call, your Real-time team will establish a recurring weekly meeting to provide you with status updates.

## **Measurement Plan**

The Measurement Plan includes your Organizational Hierarchy, Data Dictionary, and Outreach Questions. During this step, your Real-time team will ask you to provide an organizational hierarchy of the facilities and locations you want to measure. This will reflect how the facilities and locations will be viewable within the reporting platform. The Data Dictionary provides information about how your data is populated and will assist us in accurately programming your data ingestion. When you select Outreach Questions, you can specify your dashboard and NPS questions for the reporting platform.

## **Data Validation**

During data validation your Real-time team sets up your secure data submission portal and reviews your submitted test data to ensure that it meets the requirements outlined later in this guide. Your data dictionary and test data are used to program the data ingestion for your daily data submissions and confirm the criteria that trigger outreach.

## **Configuration**

Configuration includes programming email templates with your facility and/or location names, finalizing Interactive Voice Response (IVR) phone programming, and adding your custom caller ID number if one is submitted.

## **Project Launch**

Completed programming is reviewed using a rigorous quality assurance process to ensure your Real-time outreach setup is accurate. You'll be notified on your launch date and results will begin to populate in the reporting platform.



## Technical Specifications

This section contains the specifications your IT team will need to create a flat file for your Real-time data.

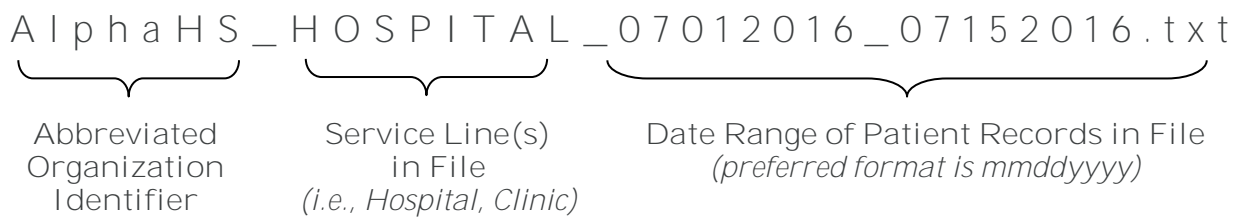
### Patient Data Flat File

#### File Format

- A pipe-delimited file is *recommended*
- The file extension of .txt or .dat is *recommended*
- A header row (requirements listed below) is *required* for file interpretation

#### Data File Naming Conventions

To ensure proper identification and routing of patient data files, please follow the standard naming convention identified below. Deviation from this standard can result in delay of processing.



### Test Data File

- You must submit a data file with one month's worth of encounter data for testing and review
- The test data file is submitted via established SFTP
- The test data file should include “\_test\_” in the naming convention

### File Layout and Required Fields

The file layout below contains data file requirements and recommendations for Real-time Feedback. NRC Health recommends submitting both required and recommended fields for richer analysis capabilities in your reporting platform.

- “Required” fields are needed for outreach.  
*Note:* If a “Required” field is empty then the patient *will not qualify* for outreach. If an individual record does not contain an email address that patient will not be eligible for email outreach. They will still qualify for IVR outreach if applicable to your organization.
- Blank fields must be left blank. Do not use “NULL”/“NONE”/“DECLINED”, etc. in empty fields.  
*Note:* If an email address does not exist for a patient or is not provided, please leave that field blank. Intentionally invalid email addresses, such as “NONE@NONE.COM”, should be excluded from the file.

| FIELD NO. | FIELD NAME<br>(use exact value in header) | DESCRIPTION   | REQUIRED        | MAX LENGTH |
|-----------|---|---|-----------------|------------|
| 1         | PatientFirstName                          | Patient's first name  | <i>Required</i> | 42         |
| 2         | PatientLastName                           | Patient's last name   | <i>Required</i> | 42         |
| 3         | AddressStreet1                            | Patient's mailing address   | Recommended     | 60         |
| 4         | AddressCity                               | Patient's mailing city  | Recommended     | 42         |
| 5         | AddressState                              | Patient's mailing state (Standard USPS 2-letter state abbreviation)   | Recommended     | 2          |
| 6         | AddressPostalCode                         | Patient's mailing 5-digit zip code  | Recommended     | 5          |
| 7         | PrimaryPhone                              | Patient's primary phone number (123 456 7890)   | <i>Required</i> | 42         |
| 8         | MRN                                       | Medical Record Number (Identifier unique to patient)  | <i>Required</i> | 42         |
| 9         | DateOfBirth                               | Patient's date of birth (MM/DD/YYYY)  | <i>Required</i> | 12         |
| 10        | Gender                                    | <p>We recommend populating this field with the following industry standard values:</p> <ul style="list-style-type: none"> <li>• MALE: M</li> <li>• FEMALE: F</li> <li>• UNKNOWN: U</li> <li>• OTHER: O</li> <li>• AMBIGUOUS: A</li> </ul> <p><i>*Data Dictionary required for this field</i></p>  | <i>Required</i> | 1          |
| 11        | PrimaryLanguage                           | <p>We offer the following languages for Real Time outreach. We recommend populating this field with the following industry standard values:</p> <ul style="list-style-type: none"> <li>• ENGLISH: eng</li> <li>• SPANISH: spa</li> </ul> <p><i>Please note: Any language submitted other than Spanish will default to English.</i></p> <p><i>*Data Dictionary required for this field</i></p>   | <i>Required</i> | 100        |
| 12        | Race                                      | <p>We recommend populating this field with the following industry standard values:</p> <ul style="list-style-type: none"> <li>• AMERICAN INDIAN or ALASKAN NATIVE: 1002-5</li> <li>• ASIAN: 2028-9</li> <li>• BLACK: 2024-5</li> <li>• DECLINED: 0000-1</li> <li>• HAWAIIAN/PACIFIC ISLANDER: 2076-8</li> <li>• HISPANIC: 2133-2</li> <li>• INUIT/NATIVE ALASKAN: 1840-8</li> <li>• KOREAN: 2040-4</li> <li>• MIDDLE EASTERN: 2118-8</li> <li>• OTHER: 2131-1</li> <li>• UNKNOWN: 0000-0</li> <li>• WHITE: 2106-3</li> </ul> <p><i>*Data Dictionary required for this field</i></p> | Recommended     | 42         |

|    |                        |   |   |    |
|----|------------------------|---|---|----|
| 13 | EthnicGroup            | We recommend populating this field with the following industry standard values: <ul style="list-style-type: none"> <li>HISPANIC or LATINO: H</li> <li>NOT HISPANIC or LATINO: N</li> <li>UNKNOWN: U</li> </ul> <i>*Data Dictionary required for this field</i>  | Recommended                             | 42 |
| 14 | MaritalStatus          | We recommend populating this field with the following industry standard values: <ul style="list-style-type: none"> <li>SINGLE: S</li> <li>MARRIED: M</li> <li>SEPARATED: A</li> <li>DIVORCED: D</li> <li>WIDOWED: W</li> <li>UNKNOWN: U</li> <li>DOMESTIC PARTNER: P</li> <li>OTHER: O</li> </ul> <i>*Data Dictionary required for this field</i> | Recommended                             | 42 |
| 15 | Email                  | Patient's email address (Required to qualify for email outreach)  | <i>*Required for email outreach</i>     | 42 |
| 16 | VisitType              | Patient visit type<br><i>*Data Dictionary required for this field</i>   | <i>Required</i>                         | 42 |
| 17 | FacilityNum            | Unique identifier for each facility (prefer 6-digit CMS Certification Number)   | <i>Required</i>                         | 42 |
| 18 | VisitNumber            | Visit, billing or account number (Identifier unique to patient encounter)   | <i>Required</i>                         | 42 |
| 19 | AdmitDateTime          | Date/time of patient admission (YYYYMMDDHHMMSS)   | <i>*Required for inpatient outreach</i> | 14 |
| 20 | DischargeDateTime      | Date/time of patient visit/discharge (YYYYMMDDHHMMSS)   | <i>Required</i>                         | 14 |
| 21 | AdmitSource            | UB-04 Location 15 (1-digit numeric code)  | <i>*Required for inpatient outreach</i> | 10 |
| 22 | DischargeStatus        | UB-04 Location 17 (2-digit numeric code)  | <i>*Required for inpatient outreach</i> | 10 |
| 23 | LocationCriteria       | Site code or internal site number that identifies each site (discharge unit, clinic, etc.)  | <i>Required</i>                         | 42 |
| 24 | Location               | Patient facing location name  | <i>Required</i>                         | 42 |
| 25 | MSDRG                  | Primary inpatient MSDRG code at time of discharge   | <i>*Required for inpatient outreach</i> | 3  |
| 26 | PrimaryDiagnosis       | ICD-10 code   | Recommended                             | 25 |
| 27 | PrimaryDGDescription   | Primary diagnosis description   | Recommended                             | 42 |
| 28 | SecondaryDiagnosis     | ICD-10 code   | Recommended                             | 25 |
| 29 | SecondaryDGDescription | Secondary diagnosis description   | Recommended                             | 42 |
| 30 | TertiaryDiagnosis      | ICD-10 code   | Recommended                             | 25 |
| 31 | TertiaryDGDescription  | Tertiary diagnosis description  | Recommended                             | 42 |

|    |                      |   |                 |    |
|----|----------------------|---|-----------------|----|
| 32 | IsDeceased           | Indicates if patient is known to be deceased (Y or N)<br><i>*Data Dictionary required for this field</i>                              | Recommended     | 1  |
| 33 | ICU                  | Indicator if patient had treatment in an ICU (Y or N)<br><i>*Data Dictionary required for this field</i>                              | Recommended     | 1  |
| 34 | EDAdmit              | Indicator if patient was admitted through an emergency department (Y or N)<br><i>*Data Dictionary required for this field</i>         | Recommended     | 1  |
| 35 | PrimaryPayerID       | Patient's insurance plan code   | Recommended     | 25 |
| 36 | PrimaryPayerName     | Patient's insurance plan name   | Recommended     | 42 |
| 37 | PrimaryPlanType      | Patient's insurance plan type   | Recommended     | 25 |
| 38 | AttendingDrFirstName | Attending provider's first name   | <i>Required</i> | 42 |
| 39 | AttendingDrMiddle    | Attending provider's middle name  | Recommended     | 42 |
| 40 | AttendingDrLastName  | Attending provider's last name  | <i>Required</i> | 42 |
| 41 | AttendingDrSuffix    | Attending provider's suffix   | Recommended     | 42 |
| 42 | AttendingDrDegree    | Indicates if provider is an MD, PA, NP, etc.  | Recommended     | 42 |
| 43 | AttendingDrNPI       | Attending provider's National Provider ID (Must be 10 digits)   | <i>Required</i> | 10 |
| 44 | DrSpec               | Primary doctor's/provider's specialty   | Recommended     | 42 |
| 45 | PCPID                | Flag to denote whether doctor/provider is patient's primary care provider (Y or N)<br><i>*Data Dictionary required for this field</i> | Recommended     | 1  |
| 46 | CPT                  | Primary CPT procedure code  | Recommended     | 5  |
| 47 | CPT_2                | Secondary CPT procedure code  | Recommended     | 5  |
| 48 | CPT_3                | Tertiary CPT procedure code   | Recommended     | 5  |

## HL7 Feed

If you prefer to submit your data using HL7, a companion guide is available. Please work with your Implementation Specialist.

### Patient Disqualification

There are some circumstances in which a patient should not receive outreach. Your Implementation Specialist will work with you to identify disqualification criteria.

Examples:

- Deceased patients should not receive outreach, even if included in the file. Disqualification criteria may be a "Deceased" flag or specified discharge statuses.
- Your organization may not want to send outreach to patients who left the Emergency Department without being seen. Disqualification criteria may be specified discharge statuses.

## Custom Caller ID

Calls placed by NRC Health originate from phone number 1.888.590.5962. Our research indicates that patient participation increases when the call appears to come from a local phone number. If you would like your calls to show a local phone number, you can provide NRC Health with a dedicated DID (Direct Inward Dialing) pointed to 1.888.590.5962. This will also allow patients to call back and complete the Real-time Feedback outreach.

Your facility will need to work with your local phone provider to create:

- A distinct local phone number exclusively dedicated to Real-time Feedback that points to 1.888.590.5962
- Your local phone provider can also display your organization name within the Caller ID. Let them know that you would like a Caller ID name to appear with your dedicated phone number.

Once this local number has been established, send it to your Implementation Specialist.

## FCC Regulations



*All non-medically-necessary telephone outreach requires patient consent.* Due to the Telephone Consumer Protection Act 47 U.S.C. § 227, NRC Health strongly recommends the following for all clients:

- Verify current consent process for electronic communication to patients to ensure that your organization is able to send automated phone and/or text based communications to the patient's provided cellular telephone numbers.
- At registration, capture written consent for automated calls to patients.
- If you are unable to capture consent we recommend ceasing calls to cell phones and only contacting patients' landline phones via Real-time outreach.
- At registration, capture email addresses of patients for outreach via email.




# APPENDICES

## Appendix A: Organizational Hierarchy Example

| Organization Hierarchy Measurement Plan  |                |                        |  |
|--|----------------|------------------------|--|
| <i>*Please refer to the 'Hierarchy Example Document' to view how this setup will look in the Reporting Platform.</i> |                |                        |  |
| Facility Group   | Facility       | Location Group         | Location<br><i>* Patient Facing Name on Survey</i> |
| Emergency Department   |                |                        |  |
|  | Alpha Hospital |                        |  |
|  |                | Alpha Hospital Group 1 |  |
|  |                |                        | Alpha Hospital 4th Floor                           |
|  |                | Alpha Hospital Group 2 |  |
|  |                |                        | Alpha Hospital 5th Floor                           |
|  | Beta Hospital  |                        |  |
|  |                |                        | Beta Hospital Burn Clinic                          |
|  |                |                        | Beta Hospital ICU                                  |
|  |                |                        | Beta Hospital 6th Floor                            |


Raquel Smith ▾


Trend

Emergency
NRC Health Real Time Client ▾
All Providers ▾
Fiscal Year to Date ▾




Cancel
Apply

- NRC Health Real Time Client ^
- Alpha Hospital ^
  - Alpha Hospital 4th Floor
  - Alpha Hospital 5th Floor
- Beta Hospital ^
  - Beta Hospital Burn Clinic
  - Beta Hospital ICU
  - Beta Hospital 6th Floor

## Appendix B: Email Intro Example

To [Patient Name]:

Thank you for your recent visit at [Healthcare Location Name] on [Date]. At [Customer Name], we appreciate your business and value you as a patient. To help improve the quality of care and services we provide patients like you, we invite you to [click here](#) and submit your feedback and answer a few brief questions. It will take less than a minute.

[Provide Feedback](#)

Your response and time is greatly appreciated.

Sincerely,

[Customer Name]

If the Provide Feedback link above doesn't work for you, copy and paste the following URL into your browser:

<https://CustomerName.surveynrc.com/5dc5c555-5a55-55dd-c5555-55c555555f55>

Please note this is an automated email address that is not monitored and replies will not receive a response. If you need to discuss or report medical issues, contact your doctor directly. This email is provided as a service by [Customer Name]. [Click here to Unsubscribe](#). This message contains information which may be confidential and/or privileged. Unless you are the intended recipient (or authorized to receive for the intended recipient), you may not read, use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message and any attachment(s) thereto without retaining any copies.

## Appendix C: IVR Intro Example

Hello, this is [Healthcare Organization Name] calling on behalf of your healthcare provider, [Provider Name].

If this is [Patient Name], press 1. If not, press 2.

(If "2") We need to speak with [Patient Name] to continue. We will call back at another time or please have [Patient Name] call us back at 888-590-5962 to participate in a brief healthcare survey. To hear this information again, please press the STAR key.

(2 second pause) Thank you. Goodbye.

Great! We would like your feedback about your experience with healthcare provider, [Provider Name] during your recent visit on [Date]. There are only a few brief questions and your responses will help guide our efforts to improve the future experiences for patients like yourself. It will take less than 2 minutes of your time and your participation is greatly appreciated! Let's get started.



## Appendix D: SMS Intro Example

[Facility Name] cares about your experience and wants to learn from your feedback. Tap [Outreach URL]

Reply Stop to Cancel

## EXHIBIT E

### CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor will comply with all Federal, State or other governmental health care program requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,  
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Contractor, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Contractor to this Code of Conduct, and has committed Contractor to comply with this Code of Conduct.

## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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#### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set

forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures

of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

### **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health

Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

### **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.



## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:** Kirsten Hattan

**Name of Contractor(s):** NRC Health

**Street Address or P.O. Box:** 1245 Q Street

**City, State, Zip Code:** Lincoln, NE 68508

I certify that the above information is complete and correct to the best of my knowledge

**Signature:**



**Title of Authorized Official:** Contracts Counsel

**Date:**

11-07-17

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."