



July 8, 2020

Re: CPQCC Notice for Participation in New CPQCC Transported Patient Data Sharing Functionality

Dear CPQCC Participant Member:

We write in regards to the Amended & Restated California Perinatal Quality Care Collaborative Membership Agreement by and between your hospital ("Participant") and The Board of Trustees of the Leland Stanford Junior University on behalf of the California Perinatal Quality Care Collaborative / California Maternal Quality Care Collaborative within the School of Medicine ("CPQCC") (the "Agreement").

Specifically, we write to inform you of a new automated platform functionality that CPQCC plans to begin offering to assist member hospitals with reconciliation and completeness of data associated with patients that have been transported between, and treated at, other member hospitals' Neonatal Intensive Care Units ("NICUs") (the "CPQCC Transported Patient Data Sharing Functionality" or the "Functionality"). Part of this Functionality will enable the sharing of certain data elements between such NICUs that have treated the same patient, as further described in **Exhibit A**. Each member hospital that opts in to the new Functionality will have the ability to easily view this data for shared patients, and then may choose to update certain data elements that it submits to CPQCC pursuant to Section 3(a)-(b) of the Agreement ("Participant Data") by reference to, or direct incorporation of, these data elements. A detailed description of the CPQCC Transported Patient Data Sharing Functionality is set forth in **Exhibit A**, with a list of Frequently Asked Questions in **Exhibit B**.

The exchange of patient data between hospitals that have treated the same patient, for quality improvement purposes, is permitted under the HIPAA "Health Care Operations" exception (45 CFR § 164.506(c)(4)(i)). By opting into the Functionality, your hospital will authorize CPQCC to collect and share this data with other member hospitals with shared patients on your behalf, pursuant to the same exception.

Your hospital will be able to enroll in the CPQCC Transported Patient Data Sharing Functionality by completing, signing and returning to CPQCC the amendment to the Agreement (the "Amendment"), which is attached at **Exhibit C** of this Notice. You may send the Amendment to CPQCC [via email at renee@cpqcc.org or by mail to the address included therein]. After receipt of the Amendment, CPQCC staff will activate the Functionality for your hospital.

If you have any questions or concerns regarding the CPQCC Transported Patient Data Sharing Functionality, please feel free to reach out to Rebecca Robinson by email at rrobinso@cpqcc.org.

Thank you,

A handwritten signature in blue ink, appearing to read 'Rebecca Robinson', is positioned below the 'Thank you,' text.

Rebecca Robinson
Administrative Director, California Perinatal Quality Care Collaborative



Exhibit A

CPQCC Transported Patient Data Sharing Functionality Description

Pursuant to the mandate of the State of California Department of Health Services, California Children's Services ("CCS"), and as authorized under Sections 3 and 4 of the Agreement, CPQCC operates a statewide reporting program that involves the collection, aggregation, de-identification and analysis of data from California NICUs for the development and implementation of performance improvement strategies for maternity and neonatal care units. CPQCC uses this high-quality data to prepare state-mandated reports, as well as performance benchmarking, outcomes and other reports such as the High Risk Infant Follow-up Quality of Care Initiative ("HRIF QCI"), to help drive the quality of care for California's most vulnerable mothers and infants by enhancing understanding of areas of high and low performance, monitoring the effects of improvement interventions, and conducting research that advances the quality of neonatal care. In the spirit of continuous quality improvement, CPQCC regularly considers updates to data items and procedures and, consistent with Attachment A of the Agreement, periodically updates forms, guidance and manuals on the CPQCC website (www.cpqcc.org), or as otherwise updated upon notice to member hospitals.

As part of this mission, and pursuant to Sections 4(a)-(b) of the Agreement, CPQCC is responsible for ensuring the quality of the content of data that it collects, as well as the quality of resulting outcome measures, reports and other quality improvement initiatives that CPQCC generates from this data. Because it is common for high-risk infants to be transported between, and received treatment from, different NICUs (each, a "Shared Patient"), one important element of these quality controls involves assurances that data collection successfully tracks Shared Patient data across the continuum of care.

One such quality control measure is the CPQCC Data Consistency Report, as described in the annual Data Finalization Guidelines on the CPQCC website (<https://www.cpqcc.org/nicu/nicu-data-resources>) ("Data Finalization Guidelines"), which utilizes an algorithm to identify data belonging to a single infant that has received care across more than one member hospital, and then to highlight any inconsistent or missing Shared Patient data elements collected by these hospitals for the same infant within the CPQCC NICU database (this does not apply to the HRIF database). Pursuant to the Data Finalization Guidelines, each member hospital must run the CPQCC Data Consistency Report and resolve data inconsistencies in order to meet periodic deadlines and finalize data sets. Currently, member hospitals must directly contact other member hospitals that have treated the same patients to identify the correct, complete, consistent Shared Patient data points, and then upload these corrected Shared Patient data points to the CPQCC NICU secure data management web tools.

The CPQCC Transported Patient Data Sharing Functionality will decrease the administrative burden on member hospitals who have opted in to the Functionality by automating parts of this process. As part of this Functionality, an algorithm will match discrete data identifiers within Participant Data to locate re-encounter data for Shared Patients within other member hospital Shared Patient data sets. As described in greater detail under **Exhibit B**, each member hospital will be given the option to automatically view certain Shared Patient data points (as described below under "Shared Patient Data Points") collected from other member hospitals, giving the member hospital the ability to easily review, collect, and update its own Participant Data with the most current and accurate Shared Patient data points within the CPQCC NICU data portal. The CPQCC Transported Patient Data Sharing Functionality will not modify Participant Data directly, nor collect any new data points. Rather, it will merely simplify the manual process that



member hospitals currently undertake to gather and share discrete sets of corrected and completed Shared Patient data with other member hospitals that have also provided in-patient services to the same infant(s). By opting in to the CPQCC Transported Patient Data Sharing Functionality, your hospital will be authorizing CPQCC to enable this Functionality.

The goal of this new Functionality is to further the mission of the CPQCC program by improving the accuracy and quality of data collected, as well as the resulting CCS reports on behalf of each member NICU, while significantly reducing the time and effort spent by CPQCC and member hospitals during the data reconciliation process. The CPQCC Transported Patient Data Sharing Functionality was developed over a period of years after extensive testing by Dr. Beate Danielsen, a statistics expert, software consultant, and a long-standing CPQCC team member, and has been reviewed and endorsed by the CPQCC leadership team.

Shared Patient Data Points

Shared Patient data points that may be shared with other member hospitals that have treated the same transported patient include:

- Identification and Demographics (birth weight, head circumference at birth, best estimate of gestational age, birth date, infant sex, location of birth, admission history);
- Delivery and Maternal History (maternal date of birth, maternal race/ethnicity, prenatal care, Group B strep positive, antenatal steroids, spontaneous labor, multiple gestation and birth order, delivery mode, antenatal conditions, fetal conditions, obstetrical conditions, indications for cesarean section, Apgar scores, delivery room resuscitation, surfactant use, DR blood gas measures, Delayed Cord Clamping, DR oxygen measurements);
- Initial Disposition (initial disposition from treating hospital, initial discharge date);
- Transport Information (reason for transport, hospital the infant was transported to, post-transport disposition, disposition after re-admission, ultimate disposition, last discharge date);
- HRIF registration status; and
- Acute Transport Referral Process (referring hospital, location of birth, previous transferring hospital)

Exhibit B

Transported Patient Data Sharing Functionality ("Data Sharing")

What is Data Sharing?

Data Sharing is a new feature on the CPQCC NICU Data site that allows two or more NICUs that care for the same patient to share data about that patient with each other. This simplifies data entry and increases data consistency and quality, helping members to:

- Complete data items for transported infants
- Obtain follow-up status for infants transported out to another CPQCC NICU
- Make patient data consistent across NICUs.

How Does It Work?

NICUs must formally opt in to or "activate" Data Sharing. After that:

- The first NICU to enter data about a patient is called the "source NICU" and the other NICUs are "recipient NICUs".
- As the "source NICU", data will be made available to other CPQCC NICUs if you enter a NICU record and the infant has that other NICU listed as one of the following:
 - birth location
 - transport location
 - referring location
 - previous transport referring location
- As the "recipient NICU," use the new "Add via Shared Record" menu item on NICU Data to find records for shared patients. You can then use their data to start your own record.

What Information is Shared?

Each NICU that cared for a particular infant will see the items that do not change between hospital stays, for example, the infant's birth date and maternal date of birth.

Here is the entire list of data available and viewable for Data Sharing:

- Infant Demographics (Items 1-8, C.3-C.5, C.11, C.19, C.30-C.32)
- Maternal History (Items 9-18, C.7-C.8)
- Delivery Room (Items 19-23, C.9)
- Congenital Anomalies (Items 52, C.6)
- Disposition and Length of Stay (Items 57, 60, 62, 63, 65-67)

How Do I Activate Data Sharing?

An authorized signer for your NICU must sign and return the Amendment to the CPQCC Membership Agreement. After receipt, CPQCC staff will activate Data Sharing for your NICU. You can always check your NICU's Data Sharing status at the NICU Settings menu option.

How Do I Deactivate Data Sharing?

Submit a help ticket to the [CPQCC Help Desk](#).



Exhibit C

Agreement Amendment

Please review, complete and sign the attached Amendment, and upon completion, return to CPQCC at:

California Perinatal Quality Care Collaborative
Attn: Renee Triolo
Medical School Office Building
1265 Welch Road MC 5415
Stanford, CA 94305



AMENDMENT TO AMENDED & RESTATED CALIFORNIA PERINATAL QUALITY CARE COLLABORATIVE MEMBERSHIP AGREEMENT

This amendment to the Amended & Restated California Perinatal Quality Care Collaborative Membership Agreement (the “Agreement,” this amendment, the “Amendment”) is effective as of the latest date signed below (the “Amendment Effective Date”), by and between Participant (as defined below) and The Board of Trustees of the Leland Stanford Junior University through the California Perinatal Quality Care Collaborative / California Maternal Quality Care Collaborative within the School of Medicine (“CPQCC”) (individually, a “Party” and, collectively, the “Parties”).

WHEREAS, Participant seeks to participate in CPQCC’s new automated platform functionality for the sharing of certain patient-level data between participating hospitals that have treated the same patients that have been transported between such participating hospitals, in order to ensure the completeness and accuracy of such patient data (the “CPQCC Transported Patient Data Sharing Functionality”);

WHEREAS, the exchanging of patient data between covered entities for a shared patient for quality improvement purposes is permitted under the HIPAA “Health Care Operations” exception under 45 CFR 506(c)(4)(i), and Participant wishes to authorize CPQCC to collect and share such patient data pursuant to the same exception; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 3 “Participant Obligations” of the Agreement will be amended to add Sections 3(w) and 3(y) to read as follows:

(w) “Share with other member hospitals certain data points associated with patients that have been transported between, and treated at, such member hospitals (the “CPQCC Transported Patient Data Sharing Functionality”). In furtherance of the CPQCC Transported Patient Data Sharing Functionality, permit CPQCC to share certain shared patient data points from Participant Data with other member hospitals that have treated the same patients.”

(y) “Update, reconcile, and finalize Participant Data pursuant to CPQCC manuals, guidelines, policies and procedures, including through use of automated reporting functions that identify certain data that has been collected by other member hospitals that have treated the same patients (“CPQCC Data Consistency Report”).”

2. Section 4 “CPQCC Obligations” of the Agreement will be amended to add Section 4(t) to read as follows:

(t) “Provide Participants with automated data reconciliation functions such as the CPQCC Transported Patient Data Sharing Functionality, which allow the sharing of certain limited data points with other member hospitals for patients that have been transported between, and treated at, other such member hospitals.”

3. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. This Amendment may be executed by the Parties in any number of separate counterparts and all of



said counterparts taken together shall be deemed to constitute one and the same instrument.
Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

[Signature page below]



IN WITNESS WHEREOF, the Parties' authorized representatives as designated by each participating institution attest to and execute this Amendment, effective as of the Amendment Effective Date.

COVERED ENTITY:

[Insert Hospital Name Above]

By: _____

Name: _____

Title: _____

Date: _____

The Board of Trustees of the Leland Stanford Junior University through the California Perinatal Quality Care Collaborative / California Maternal Quality Care Collaborative within the School of Medicine

By: _____

Name: Kathleen Thompson

Title: Dean's Office Representative,
School of Medicine, Stanford University

Date: _____

IF REQUIRED:

By: _____

Name: _____

Title: _____

Date: _____

READ AND UNDERSTOOD:

By: _____

Name: Rebecca Robinson

Title: CPQCC Administrative Director

Date: _____