



Surgical Collaborative of Wisconsin Hospital/Facility Participant Agreement

_____ (“Hospital/Facility Participant”) commits to participate in one or more of the Surgical Collaborative of Wisconsin (“SCW”) quality initiatives.

SCW Mission and Vision. SCW is a collaborative practice change community that aims to optimize quality and safety and reduce costs by improving surgical care and fostering provider professional development across practice settings. SCW’s objectives include, but are not limited to:

- Establishing a collaborative, non-competitive environment in which surgeons, clinicians, related health care providers, and health care administrators around the state can gather to promote the delivery of surgical care that is safe, effective, equitable, and patient-centered;
- Developing a platform for comparative benchmarking of member-defined performance measures;
- Disseminating evidence-based guidelines and facilitating site-specific implementation strategies;
- Providing a forum for individualized feedback and continued performance improvement.

Hospital/Facility Participant Benefits. Subject to available resources, funds, and data from data providers, which shall be determined in the sole discretion of the Coordinating Center, SCW will offer both Hospital Participants and their affiliated surgeons a wide range of opportunities for education, innovation, and general quality improvement. Activities are expected to include the following:

- Confidential benchmarked performance reports for Hospital/Facility Participant;
- Updates on the latest evidence-based practices, as well as support and resources for implementing these best practices;
- In-person meetings three times per year;
- Site visits (subject to funding) to assist with implementation of evidenced-based practices as resources permit.
- Educational opportunities via webinar;

As part of this initiative, Hospital/Facility Participant agrees to:

- Designate a local administrator to serve as the primary point of contact to oversee and facilitate the implementation of SCW related activities;
- Uphold SCW’s mission and vision;

- Deploy its existing infrastructure, subject to resource availability, to support SCW initiatives, recognizing that participation in any particular SCW project is within the discretion of the Hospital Participant, and is subject to Affiliate Member's available resources.

Data Use and Restriction. The Wisconsin Hospital Association ("WHA") Information Center collects, analyzes and disseminates data on charges, utilization, quality and efficiency provided by Wisconsin hospitals and other healthcare providers. The Wisconsin Health Information Organization ("WHIO") maintains an all-payer claims database, and makes integrated data available to stakeholders seeking to transform healthcare. Through separate agreements, WHA and WHIO will make data they maintain available to the University of Wisconsin-Madison's Surgical Outcomes Research Program (WiSOR) ("Coordinating Center") for further analysis and development of confidential performance reports, and other reports, projects and activities of the SCW as described in the SCW Memorandum of Agreement and in this Agreement. The Coordinating Center does not warranty the accuracy of the data provided to it by WHA or WHIO.

- The reports may be used by Hospital/Facility Participant only for its own internal quality assurance or quality improvement activities, absent written consent by the Coordinating Center. For avoidance of doubt, Hospital Participant may not publically share reports or information from reports received by the Coordinating Center, or use such reports or information for marketing purposes.
- By accepting reports, Hospital/Facility Participant agrees to protect the confidentiality of all information gathered and take all reasonable steps to safeguard against any disclosure of the reports or information contained within reports.
- Aggregated data only will be provided to Hospital/Facility Participant about other organizations that submit data to WHA and/or WHIO. Such reports will be de-identified with respect to patients, health care providers, hospitals and health systems.
- Hospital/Facility Participants that provide data to WHA, WHIO, or another entity providing data to the Collaborating Center for SCW initiatives may have access to identifiable data about their own organization, employees and medical staff. Such reports will be de-identified as to patients. Such reports may include data about other health care providers, hospitals or health systems without identifying those providers or entities for purposes of comparative analyses between the Hospital Participant and the other hospitals and health systems. Hospital/Facility Participant agrees not to attempt to ascertain the identity of any other provider, hospital or health system.

Term. This Agreement applies to SCW program activities for a period of five years beginning on the date of execution.

Withdrawal by or Removal of a Hospital Participant. Hospital/Facility Participant may elect to withdraw from an SCW quality initiative at any time with thirty (30) days written notice to the Coordinating Center. Coordinating Center may, in its sole discretion, remove a Hospital/Facility Participant from an SCW initiative for failure to advance the goals of SCW, including fraud, misappropriation of reports or other information obtained through the SCW, or lack of material participation in an SCW initiative. Before removing a Hospital/Facility Participant, the Coordinating Center shall give no less than thirty (30) days written notice to the Hospital/Facility Participant of the basis for the removal. The Hospital/Facility Participant shall then be allowed thirty (30) days to respond in writing. Within thirty (30) days of receiving the Hospital/Facility Participant's response, the Coordinating Center shall decide whether to remove the Hospital participant from one or more SCW initiatives.

Data Destruction in the Event of Withdrawal. A Hospital/Facility Participant may request the Coordinating Center to destroy data in its possession about the Hospital/Facility Participant's institution in the event of its

withdrawal or removal from an SCW quality initiative. The Coordinating Center will consider all reasonable requests. However, Hospital/Facility Participant acknowledges that the Coordinating Center is under no obligation to destroy such data except as may be required by the agreement under which the Coordinating Center received the data.

Disclaimer of Warranties and Limitation of Liability. The parties to the SCW make no warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the accuracy or content of any performance or other reports, documents or information, described or developed as part of the SCW. In no event will any party be liable for any indirect, special, consequential, incidental, punitive or non-contractual damages or lost profit or income arising out of or related to this Agreement. Hospital/Facility Participant shall be responsible for claims, expenses, damages or liabilities arising out of the negligent acts or omissions of its own employees in connection with this Agreement or in the care of its patients. Hospital/Facility Participant acknowledges that the Coordinating Center does not control the content of data it receives from WHA, WHIO or any other entity, and Hospital/Facility Participant agrees not to sue Coordinating Center for any and all claims it may have arising out of, or resulting from, its use of any performance or other reports, documents or information produced by the Coordinating Center under this Agreement.

Publicity. Hospital/Facility Participants may be listed as a participating organization on the Surgical Collaborative of Wisconsin's website and Hospital/Facility Participant may communicate its participation in a SCW initiative, including on its own website. No other uses, including in sales promotions, advertising, or any other form of publicity, shall be made of the SCW name or the name of its members, without the prior consent of the Coordinating Center or the entity whose name is being used, respectively.

Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin.

By signing below, Hospital/Facility Participant agrees to participate in the Surgical Collaborative of Wisconsin for one or more surgical quality initiatives. Hospital/Facility Participant agrees that participation requires compliance with the above terms and conditions.

Hospital/ Facility Participant Representative:

Signature: _____ Date: _____

Print name: _____

Identify a primary contact for day-to-day oversight and communications regarding SCW.

Lead/Primary Contact for SCW:

Name: _____ Title: _____

Phone Number: _____ E-mail Address: _____

Please return to Jeanette May, SCW Administrative Director, jmay5@wisc.edu or K6/100 Clinical Science Center, 600 Highland Avenue, Madison, WI 53792-1690.