
UNIFIED PARTICIPATION AGREEMENT

This Unified Participation Agreement (the “Agreement”) is made by and between the American Heart Association, Inc., a New York not-for-profit corporation, having its principal offices at 7272 Greenville Avenue, Dallas, Texas 75231 (“AHA”), and County of Monterey on behalf of Natividad Medical Center, having its principal offices at 1441 Constitution Blvd., Salinas, California 93906 (“Program Participant”).

WHEREAS, AHA is a not-for-profit health organization with volunteers throughout the United States who are dedicated to the goal of building healthier lives free from cardiovascular diseases and stroke, through scientific research, advocacy and the development of programs that improve patient access to high-quality health care;

WHEREAS, AHA has developed scientific statements and guidelines specific to the treatment and management of a variety of cardiovascular and stroke conditions;

WHEREAS, AHA owns and operates a variety of comprehensive quality improvement and accreditation programs, that include inpatient and outpatient data collection and reporting on standardized, clinical cardiovascular processes, outcomes, procedures, and patient level variables (each a “Program”, and collectively referred to as “AHA Quality Improvement Programs”);

WHEREAS, each Program includes a Program Registry managed by an AHA approved third party technology vendor (“AHA Third Party Vendor”) for data collection and security in accordance with all applicable federal and state privacy laws; and

WHEREAS, Program Participant desires to submit certain data to the Program Registry, and have AHA and AHA Third Party Vendor perform services (“Service(s)”) to map and analyze that data for quality improvement and Research, Public Health or Health Care Operations purposes; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between AHA and Program Participant as follows:

I. DEFINITIONS

- **Aggregate Data** – Program Participant-level De-Identified Data extracted from Program Registry and aggregated by AHA Third Party Vendor.
- **AHA Linking Policy** – AHA policy with respect to linkage to and from AHA websites, and published at http://www.heart.org/HEARTORG/General/American-Heart-Association-and-American-Stroke-Association-LinkingPolicy_UCM_303551_Article.jsp
- **AHA Third Party Vendor** – an AHA approved and designated technology vendor, under a separate agreement with AHA and a separate agreement with Program Participant, to provide the data collection, warehousing and/or analysis for the Program Registry pursuant to all applicable data privacy and security regulatory requirements.

- **AHA Quality Improvement Programs** (or individually “**Program**”) – A suite of quality improvement programs that include inpatient and outpatient data collection and reporting on standardized, clinical cardiovascular processes, outcomes, procedures, and patient level variables, and including but not limited to, the Program Registry, Program Data, and Program Materials, and scientific research and publications, and any other program components identified in Exhibit A and its associated Program Appendixes.
- **Business Associate Agreement** (“**BAA**”) – as defined in the HIPAA Regulations, any Business Associate Agreement entered into by Program Participant and AHA.
- **C.F.R.** – the Code of Federal Regulations of the United States of America.
- **Data** – all information, including patient data, submitted by Program Participant to AHA, through the AHA Third Party Vendor, to the Program Registry including De-identified Data, Limited Data Sets, and identifiable data in the form of Protected Health Information.
- **Data Use Agreement** (“**DUA**”) – as provided for in 45 C.F.R. § 164.514 (e)(4), a Data Use Agreement entered into by Program Participant and/or AHA Third Party Vendor and AHA.
- **De-identified Data** – as defined in 45 C.F.R. § 164.514, and any applicable state law, extracted from Program Registry.
- **Extraction** – Process of data transfer by AHA Third Party Vendor or Program Participant to the AHA Third Party Vendor, and the associated processing by the AHA Third Party Vendor. Extractions may be scheduled or performed ad hoc.
- **Health Care Operations** – as provided for in 45 C.F.R. § 164.501, those activities by which Program Participant can properly Use and Disclose Data.
- **HIPAA** - Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), and the regulations promulgated thereunder, including but not limited to the Privacy Rule and Security Rule, as set forth in federal regulations at 45 C.F.R. Parts 160 and 164 (“**HIPAA**” or the “**HIPAA Regulations**”).
- **Individually Identifiable Health Information**—as defined in 45 C.F.R. § 160.103 under HIPAA, and any applicable state law, as set forth in applicable Program Appendixes.
- **IRB** – Institutional Review Board established in accordance with regulations at 45 CFR Part 46.
- **Limited Data Set** (“**LDS**”) – Data elements as defined in HIPAA under 45 C.F.R. § 164.514(e)(2).
- **Program Data** – all data, Aggregate Data, Limited Data Sets, statistical analyses, reports and publications produced utilizing Aggregate Data obtained from Program Participants, and other sources, generated by AHA, or the AHA Third Party Vendor from Program Registry, during the entire term of this Agreement or subject to a previous contract between the Program Participant and AHA and/or the AHA Third Party Vendor.
- **Program Materials** – all materials developed for a Program including, without limitation, the Program Registry specifications, measures, Program Participant reports, report templates, software, data, documentation and other materials created or provided by AHA and/or the AHA Third Party Vendor for Program. Program Materials shall also refer to operational, financial, business, customer, or vendor information.

- **Program Participant** – For the purposes of this Agreement, any hospital, healthcare professional or group of professionals, healthcare provider, outpatient or ambulatory clinics, health system, emergency medical services provider agencies or regional regulatory agencies, public safety departments, hospital-based scientific research organizations, fire departments, local, state or federal regulatory agencies, and public health departments completing a Unified Participation Agreement.
- **Program Registry** – the Program Data warehouse maintained by the AHA Third Party Vendor.
- **Protected Health Information** (“PHI”) – as defined in 45 C.F.R. § 160.103 under HIPAA, and any applicable state laws.
- **Public Health** – as provided for in 45 C.F.R. § 164.512(2), those activities by which Program Participant can properly Use and Disclose Data.
- **Research** – as provided for in 45 C.F.R. § 164.501, those activities by which Program Participant can properly Use and Disclose Data.
- **Sub-Business Associate Agreement** (“Sub-BAA”) – as defined in HIPAA, and to the extent required under applicable federal and state privacy law, any Business Associate Agreement entered into by AHA and the AHA Third Party Vendor, pursuant to a BAA executed between Program Participant and the AHA Third Party Vendor, and relating to AHA’s requirements and obligations as set forth in this Agreement.

Capitalized terms used in this Agreement will have the meaning ascribed to them in the HIPAA regulations or the Agreement, as the case may be.

II. PROGRAM PARTICIPATION

1. **Participation in Programs.** Program Participant shall participate in AHA Quality Improvement Programs, which shall include participation in the Program Registry, in compliance with the terms and conditions set forth herein, and shall participate in any individual Program identified in Exhibit A (including any Program Appendix), attached hereto and incorporated herein by this reference. Data mapping, Data collection, Data warehousing and/or Data analysis for the Program Registry will be handled by the AHA Third Party Vendor under a separate agreement with AHA.
2. **Financial.** Fees and schedules of services are set forth Exhibit A and Program Appendix, which are enclosed as part of this Agreement between Program Participant and AHA. Payment is due within 30 days from Program Participant’s receipt of invoice. Unless otherwise stated, AHA’s fees do not include any local, state, federal or foreign taxes, levies or duties of any nature (“Taxes”). Program Participant is responsible for paying all Taxes, excluding only taxes based on AHA’s income. If AHA has the legal obligation to pay or collect Taxes for which Program Participant is responsible under this section, the appropriate amount shall be invoiced to and paid by Program Participant unless and to the extent that Program Participant qualifies for exemption of some or all of the Taxes, and Program Participant provides AHA with a valid tax exemption certificate authorized by each appropriate taxing authority.

III. DATA RIGHTS AND RESPONSIBILITIES

1. **Data and Compliance.** The parties shall comply with HIPAA and all applicable state laws, and shall have the right to Use and Disclose Data in accordance with the terms and conditions set forth in the DUA by and between Program Participant and the AHA Third Party Vendor, and a DUA by and between Program Participant and AHA, which is attached hereto and incorporated herein as Exhibit C. In the event the Program Participant grants AHA or the AHA Third Party Vendor access to Individually Identifiable Health Information or PHI, the parties acknowledge that use and disclosure of this type of data will require a BAA and, therefore, agree to enter into a BAA at such time. If Program Participant gives notice that it is terminating its DUA (or, if applicable, its BAA), Program Participant must notify the AHA Third Party Vendor and AHA as soon as possible, and at least no later than as provided for in the termination provisions in Section IX below.
2. **Sub-BAA between AHA and the AHA Third Party Vendor.** Where the AHA Third Party Vendor is performing certain functions on behalf of AHA that constitute Business Associate activities as provided for under HIPAA, AHA and the AHA Third Party Vendor will execute an appropriate Sub-BAA. If either AHA or the AHA Third Party Vendor gives notice that it is terminating the Sub-BAA, the terminating party must notify the non-terminating party concurrently with such notification to the Program Participant.
3. **Program Participant Data.** Program Participant agrees to disclose to AHA, through the AHA Third Party Vendor, certain Data, including Limited Data Sets and, if applicable, PHI. Program Participant shall be solely responsible for creating, managing, editing, reviewing, deleting, and otherwise controlling the content of information in connection with the Data. AHA has no obligation, and undertakes no responsibility to determine whether any such content may give rise to liability to third parties.
4. **Ownership and Rights in Data.**
 - a. **Rights of Program Participant in Data.** All Individually Identifiable Health Information relating to Program Participant patients, and all Program Participant PHI and Limited Data Sets, shall be the exclusive property of Program Participant, subject to the rights granted to the AHA Third Party Vendor and AHA in this Agreement and the DUA, as well as the BAA, where applicable.
 - b. **Rights of AHA in Data.** Program Participant hereby grants AHA a non-exclusive, perpetual, irrevocable, sub-licenseable and royalty-free license (“Data License”) to (1) Use and Disclose the Data in accordance with this Agreement, (including but not limited to uses in connection with providing the Program and Services), HIPAA, and the terms and conditions set forth in the DUA; (2) compile and distribute the Program Data derived from the Data obtained from Program Participants, to the extent permitted by HIPAA and applicable state law, including in relation to De-identified Data and Aggregate Data; and (3) use the De-identified Data and Aggregate Data in and with respect to comparative data products and related services provided by AHA to Program Participants and other customers, including but not limited to the services provided as part of a Program. The use and disclosure of De-identified Data and Aggregate Data shall not be subject to the terms and conditions of such DUA or, where appropriate, a BAA. Without limiting the generality of the foregoing, this license authorizes Program Participant to submit Data that may include PHI to the AHA Third Party Vendor for inclusion in the Program

Registry. The terms and provisions of this Section III.4 shall survive the expiration or termination of this Agreement for any reason.

- c. **Program Data.** Program Participant acknowledges and agrees that AHA owns the Program Data (*excluding the Limited Data Sets*, which Program Participant owns) and Program Materials, and that Program Participant shall not reproduce, distribute, create derivative works, display or present the Program Data or Program Materials other than in connection with treating or advising Program Participant's patients, or for other internal business purposes allowed under this Agreement, without the prior written approval of AHA, which shall not be unreasonably withheld.
5. **Use and Disclosure of Limited Data Set.** AHA shall not use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set unless requested by AHA for specific research purposes and authorized by applicable individuals as required by HIPAA.

IV. PROGRAM PARTICIPANT RESPONSIBILITIES

1. **Obligations of Program Participant.** Program Participant represents, warrants and agrees that: (a) it shall submit Data that conforms to the Program Registry's specific data elements and definitions, of which such Data includes patient records that are eligible for inclusion as defined by the Program Registry; (b) Program Participant shall not copy, publish or distribute content in connection with the Service that infringes any trademark, copyright, patent, trade secret, publicity, privacy or other personal or proprietary right of any third party, including AHA; (c) Program Participant (including any subsidiaries or affiliates) shall use the Service in compliance with all federal, state, and local laws; (d) Program Participant is responsible for installation, maintenance and performance of its equipment and software, and for electronic communication necessary to transmit Data between its equipment and the AHA Third Party Vendor, and shall take all reasonable and customary security precautions and measures to ensure proper safeguarding of Data created, used, maintained and transmitted in connection with the use of Program; and (e) Program Participant possesses all rights in and to the Data necessary to grant the Data License to AHA hereunder.
2. **Access to the Service.** Access to the Service from the remote equipment of Program Participant will be by identification number(s) and password(s), which must be assigned and validated by the AHA Third Party Vendor prior to use of the Service. Once assigned and validated, the use and confidentiality of such number(s) and password(s) are the sole responsibility of Program Participant. AHA will endeavor to make access to the Service provided through AHA Third Party Vendor available to Program Participant 24 hours per day, 7 days per week, except for regularly scheduled downtime or maintenance periods. However, AHA does not warrant that the AHA Third Party Vendor Service will be uninterrupted, reliable or suitable for a particular purpose.
3. **Communication.** In Exhibit B of this Agreement, Program Participant will provide contact information for use by AHA and the AHA Third Party Vendor in administration of Program, which may also include information related to other AHA programs, products and services. Program Participant will designate an email address for use by AHA and the AHA Third Party Vendor, which e-mail address will be accessible only by the Program Participant's assigned Program contacts. Program Participant also agrees to designate a single point of

contact and up to two (2) alternates to interact with the AHA Third-Party Vendor. Program Participant can assign more than one e-mail contact, to receive e-mails for different aspects of Program. The Program Participant will notify AHA within ten (10) business days of any changes in the main contacts for Program. AHA will communicate to Program Participants and/or the AHA Third Party Vendor about any new Program updates and versioning that may affect the Extraction and reporting components of Program Registry.

4. **Compatibility Testing.** Program Participant will work with the AHA Third Party Vendor to confirm the mapping of the Data to be collected based on Program Registry specified inclusion criteria provided, and as amended from time to time, by AHA. For Programs requiring electronic data abstraction or data mapping, AHA and/or the AHA Third Party Vendor will provide specifications and information on Compatibility Testing.
5. **Program Modifications.** Program Participant acknowledges that Program(s) may be subject to modification or adjustment by AHA at any time. Program Participant agrees that AHA may alter or amend the provisions of this Agreement related to the manner in which Program(s) operate(s), so long as the modifications or amendments are generally applied to all Program Participants, and do not substantially change the Agreement. AHA will provide Program Participant sixty (60) days' notice of such modifications or amendments, and such modifications or amendments are automatically incorporated into this Agreement.

V. AHA RESPONSIBILITIES

1. **Updates.** AHA will produce, disseminate and may periodically revise Data elements for each Program, definitions, formats, and inclusion criteria for consistency with AHA scientific statements and guidelines.
2. **Training.** Program Participant training and reference materials will be made available by AHA and/or the AHA Third Party Vendor. Training materials will also be available on the AHA Quality Improvement Programs website.
3. **Support.** AHA has contracted with the AHA Third Party Vendor to provide assistance and support to Program Participant by phone, or e-mail. As provided for in Section IV(3) (Communication), Program Participant shall provide point of contact(s) in Exhibit B of this Agreement.
4. **Quality Improvement Reports.** From the Data received into Program Registry, AHA has arranged for the AHA Third Party Vendor to compile Data received and create reports that Program Participants can access in order to compare the Program Participant's level of adherence to guidelines, data comparisons to national and regional benchmarks and other standard data points, where feasible according to the Data submitted. Program Participant shall have the ability to obtain reports through the technology platform provided by the AHA Third Party Vendor.
5. **Program Auditing.** In an effort to ensure accuracy and validity, AHA has the right to audit Program Participant's submitted Data for compliance with Program requirements. In the event Program Participant undergoes an audit by AHA, at AHA's sole expense, Program Participant understands that auditing may include, but is not limited to, a review of patient medical records and supporting documentation of the Data submitted into the Program

Registry. AHA shall enter into a Business Associate Agreement with Program Participant prior to conducting the audit. Program Participant agrees to reasonably cooperate in making this requested documentation available. Audits may be conducted onsite or via remote monitoring. AHA will notify the Program Participant at the completion of an audit process of the results of the audit. AHA shall also notify Program Participant of any corrective actions needed as a result of audit findings, which can include, but are not limited to, additional onsite training, conferences with AHA staff, revocation of current or past recognition awards, disqualification from earning current or future awards, or, if all remedial actions have been fully exhausted, termination from the Program. Program Participant will have an opportunity to correct auditor findings and infractions in Data submission.

VI. PUBLICATION AND INTELLECTUAL PROPERTY

- 1. Intellectual Property Ownership.** All right, title, interest, ownership rights, and intellectual property rights in and to Program, Program Data (subject to Section III. 4(b)), and Program Materials, including without limitation all trademarks, copyrights, patents, trade secrets, inventions and goodwill related to the foregoing as well as all derivative works, compilations, and collective works thereof and all related technical know-how (collectively, the "AHA IP"), are and shall remain the exclusive property of AHA and/or its licensors and are subject to concurrent and existing agreements between Program Participant and AHA or the AHA Third Party Vendor, or its suppliers/licensors. Program Participant acknowledges that any modifications, enhancements or improvements to any of the AHA IP are derivative works of the AHA IP, and all rights in or to any such derivative works are, and shall remain, the exclusive property of AHA or its licensors, including but not limited to, AHA Third Party Vendor. If any suggestions, modifications, enhancements or improvements made by Program Participant to AHA or the AHA Third Party Vendor are incorporated into any of the AHA IP, including any subsequent versions of Program, Program Data or Program Materials, Program Participant hereby assigns to AHA all rights Program Participant may have in and to any such suggestions, modifications, enhancements or improvements concerning the AHA IP. Program Participant acknowledges that the Program, Program Data and Program Materials in source code form remains a confidential trade secret of AHA. Program Participant shall not take any action to jeopardize, limit or interfere in any manner with AHA's ownership of, or rights with respect to, any of the AHA IP. Program Participant warrants, represents and agrees that Program Participant, its employees, agents, and/or subcontractors shall not: (1) modify or create derivative works of any of the AHA IP, or (2) reverse engineer, decompile, reverse translate, or in any way derive source code or trade secrets from any of the AHA IP. AHA grants Program Participant a limited, non-exclusive, non-licensable revocable right to access and use the Program, Program Data and Program Materials during the term solely in connection with the Services for Program Participant's internal business purposes. Program Participant acknowledges AHA's ownership of all AHA IP, and agrees that it and shall do nothing to interfere with such rights. Except for the rights expressly granted to Program Participant hereunder, AHA reserves for itself all other rights in and to the AHA IP. Resale of the Program, Program Data and Program Materials, or any associated services made available through the Program, Program Data and Program Materials, by Program Participant to other individuals or organizations is prohibited.
- 2. Confidentiality of Program Materials.** The Program Participant acknowledges AHA IP is owned by AHA or its licensors and agrees not to allow third parties to use, disclose, duplicate, or otherwise reproduce, directly or indirectly, the AHA IP in whole or in part, or

any materials relating thereto, except as specifically authorized in this Agreement or as required by law. In addition, the Program Participant agrees to take reasonable steps to ensure that no unauthorized persons have access to the AHA IP and that all authorized persons having access to the AHA IP shall refrain from any such disclosure, duplication, or reproduction except as authorized in this Agreement or as required by law.

3. **Publication.** If a Program Participant desires to publish or otherwise distribute or use, in whole or in part, any Program Materials or Program Data, with the exception of strictly internal use with the Program Participant for quality assurance and improvement, the Program Participant must first obtain the prior express written consent of AHA, which may be granted or withheld at the sole discretion of AHA. To the extent that the Program Participant wishes to publish Program Data, such Program Data and any related information published must be reviewed and approved by AHA prior to publication.
4. **Trademark Rights.** Each party acknowledges the ownership of the other party's names, logos and slogans ("Marks"). AHA does not grant Program Participant any license to use AHA Program Materials or AHA Marks except as provided by AHA for the specific purpose of participating in the Program. Any and all other uses of AHA Marks, including the Program Name, require AHA's advance written approval. AHA may only use Program Participant's Marks with Program Participant's advance written approval. Use of Marks in any fashion other than that expressly set out in this Agreement is expressly prohibited. No title to, or ownership of, Marks, or any part thereof, is transferred to the other party. All uses of Marks shall inure to the benefit of the Marks' owner. Upon termination of this Agreement, all permitted uses of Marks shall immediately cease.
5. **Program Participant Recognition.** In conjunction with the Quality Improvement Programs Permission Form ("Permission Form") enclosed as Exhibit D, AHA may offer a recognition program(s) for those Program Participants that meet an identified threshold established by AHA's Quality Improvement Program, criteria, workgroups and leadership. Program Participant will have the right to publicize the recognition received, in accordance with the terms of this Agreement and any additional requirements established by AHA. AHA may also disclose Program Participant's name to authorized representatives of AHA for the purposes of project management of AHA Quality Improvement Program(s) and similar AHA initiatives.
6. **Publicity and Approvals.** All Program Participant-created marketing and promotional materials that include Program name must be reviewed and approved by AHA before the materials are distributed. All Program media, marketing and promotional materials that include Program Participant Marks must be reviewed and approved by Program Participant before the materials are distributed. The parties agree to provide such review within ten (10) business days of receipt of the materials for review. In the event a party does not respond or grant approval within this time period, approval will be deemed to be denied. All links to and from Program website must receive prior written approval from AHA and must comply with AHA's Linking Policy (a link to which is provided in Section I) and AHA's Privacy Policies, both of which are subject to change without notice to Program Participant.

VII. REPRESENTATIONS AND WARRANTIES

1. **Representations and Warranties of Program Participant.** Program Participant represents and warrants that: (a) Program Participant is duly organized, validly existing and in good standing under the laws of its state of organization with full organizational power adequate for executing, delivering, and performing its obligations under this Agreement; (b) this Agreement has been duly executed and delivered by Program Participant and is a legal, valid, and binding obligation of Program Participant, enforceable against Program Participant in accordance with its terms; (c) the execution, delivery, and performance of this Agreement does not and will not conflict with or contravene any provision of the charter documents or by-laws of Program Participant or any agreement, documents, instrument, indenture, or other obligation of Program Participant; (d) Program Participant will comply with all applicable federal and state laws and regulations related to Program Participant's services, products and/or collection or disclosure of PHI; and (e) Program Participant warrants that it is not currently owned (5% or more) by a tobacco company, nor does Program Participant currently own a substantial portion (5% or more) of a tobacco company, nor is Program Participant currently a tobacco company or a parent or subsidiary of a tobacco company.

2. **Representations and Warranties of AHA.** AHA represents and warrants that: (a) AHA is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of New York with full corporate power adequate for executing, delivering, and performing its obligations under this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of AHA; (c) this Agreement has been duly executed and delivered by AHA and is a legal, valid, and binding obligation of AHA, enforceable against AHA in accordance with its terms; (d) the execution, delivery and performance of this Agreement does not and will not conflict with or contravene any provision of the charter documents or by-laws of AHA or any agreement, documents, instrument, indenture, or other obligation of AHA; (e) AHA will comply with all applicable federal and state laws and regulations related to Program; and (f) AHA's written agreements with the AHA Third Party Vendor require AHA Third Party Vendor to comply with this Agreement and all applicable laws.

VIII. INDEMNIFICATION, INSURANCE AND LIMITATION ON LIABILITY

1. Indemnification.

- a. By Program Participant. To the extent permissible by applicable law, Program Participant shall indemnify and hold harmless AHA, its affiliates, its contractors and licensors, their officers, directors, members, employees and agents, against any third party claims, liabilities, losses or expenses (including reasonable attorney's fees) to the extent directly caused by (1) Program Participant's material breach of this Agreement, (2) Program Participant's or its agents' patient care activities (including physicians and healthcare professionals), (3) Program Participant's negligence or willful misconduct, (4) Program Participant's failure to obtain appropriate consents under the HIPAA regulations and/or applicable data and security privacy laws, (5) any errors or inaccuracies contained in the Data as delivered by Program Participant to AHA, (6) any actual or alleged infringement arising from AHA's authorized use of the Data in accordance with the Data License hereunder.

- b. By AHA. Subject to Section VIII.3. (Limitation of Liability), and subject to applicable law, AHA shall indemnify and hold harmless the Program Participant, its affiliates, its contractors and licensors, their officers, directors, members, employees and agents, against any third-party claims, liabilities, losses or expenses (including reasonable attorney's fees) to the extent directly caused by (1) AHA's material breach of this Agreement, (2) AHA's negligence or willful misconduct, (3) any actual or alleged infringement arising from AHA's unauthorized use of the Data.
2. **Insurance.** Each party will maintain commercially reasonable types and levels of insurance coverage and provide the other party with a certificate of insurance upon request. Any additional or varying coverage requirements specific to the individual AHA Quality Improvement Program shall be set out in each Program Appendix.
3. **Limitation of Liability.** AHA is providing Program and Program Registry for quality improvement and educational purposes, and as a public service. Except as specifically provided in this Agreement, and in Section 6 of the DUA, AHA will not be responsible for any loss or damage arising from Program Participant's participation in Program and use of the Program Materials, Program Data or Program Registry. AHA does not guarantee the reliability of Data provided by Program Participants. AHA makes no representation or warranty concerning the reliability of data comparison and analysis or the conclusions that may be drawn from the Data. The privacy and security of the LDS and PHI is subject to the DUA between Program Participant and AHA, and subject to separate agreements by and between Program Participant and the AHA Third Party Vendor. Program Participant understands that the use of Program for any purpose related to patient care cannot be controlled by AHA and must not be substituted for the professional skill and judgment of a licensed healthcare provider. Further, Program Participant understands that AHA is in no way responsible for any pharmacological, medical, legal or similar information contained in, entered into, or used in connection with Program. Program Participant acknowledges that AHA is not liable for any errors or interruption of Program Registry. Under no circumstances shall Program Participant hold AHA responsible for any form of damages or loss suffered from, but not limited to errors, delays, loss of information, or interruptions of Program Registry. Program Participant understands that Program Registry may be temporarily unavailable for scheduled or unscheduled maintenance. Unless there has been a finding by a tribunal that AHA has not complied with its obligations under the DUA to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the data containing LDS and PHI information, the parties agree that AHA shall not under any circumstances be held responsible or liable for situations where the data stored or communicated through Program are accessed by third parties through illegal or illicit means. AHA does not warrant that Program will be error-free nor does AHA make any warranty as to the results to be obtained from the use of Program. **PROGRAM AND ITS COMPONENTS, INCLUDING PROGRAM DATA, PROGRAM REGISTRY AND ALL PROGRAM MATERIALS, ARE PROVIDED AND DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. AHA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR SOFTWARE OR OUT OF ANY BREACH OF ANY WARRANTY INCLUDING, WITHOUT LIMITATION,**

DAMAGES RESULTING FROM LOSS OF BUSINESS, LOSS OF DATA, AND ACTS OF GOD.

4. **Sole and Exclusive Remedies.** The remedies set forth throughout this Agreement and the DUA constitute Program Participant's sole and exclusive remedies as well as outline AHA's entire liability in the event of a breach or any other cause of action arising out of, or in connection with, this Agreement.

IX. TERM AND TERMINATION

1. **Term.** The effective date of this Agreement is 5/14/2019 ("Effective Date"). It shall continue in effect for one year, and automatically renew for one-year terms, unless terminated earlier by either party pursuant to applicable provisions of this Agreement.
2. **Termination.** Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice of such default by the non-defaulting party. Delay in providing notice of a breach does not waive these termination rights or constitute approval of the breach. Prepaid fees are not refundable. Upon termination or expiration of this Agreement, all of Program Participant's rights to access and use of any of the Services, Program, Program Data or Program Materials shall immediately cease, and Program Participant agrees to promptly destroy or return to AHA all copies of any AHA IP in Program Participant's possession.
3. **Effect of Expiration or Termination.** The data privacy and security terms and provisions of this Agreement shall survive expiration or termination of this Agreement, and the Program Participant contributed Data shall thereafter only be used or disclosed for authorized purposes outlined in the Agreement. Program Participant understands and agrees that in accordance with the Data License, the Data submitted hereunder may be aggregated with other Program Participant Data and will not be returned to Program Participant upon termination or expiration of this Agreement.

X. MISCELLANEOUS

1. **Force Majeure.** No party shall be in default under this Agreement, if such results, whether directly or indirectly, from fire, explosion, strike, freight embargo, act of God, or of the public enemy, war, acts of war, terrorism, acts of terrorism, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier, quarantine restrictions, epidemic, or catastrophe. Whenever possible, any schedule or time for performance set out in this Agreement shall be extended as necessary to overcome the effects of such force majeure.
2. **Relationship of Parties.** The parties are separate business entities and are neither partners nor joint venture parties, and neither party has the power to obligate or bind the other party in any manner whatsoever.

3. **Assignment.** The parties acknowledge and agree that the rights and obligations hereunder are personal to Program Participant and AHA, and shall not be assigned, mortgaged, sublicensed or otherwise transferred or encumbered by Program Participant or AHA, or by operation of law. Each party shall provide notification to the other party at least thirty (30) days prior to a proposed assignment. Any such assignment in contravention of the foregoing shall be null and void and of no force and effect.
4. **Counterparts; Entire Agreement; Waiver or Modification.** This Agreement may be executed in one or more counterparts, including facsimiles, PDF and other electronic copies, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. Such electronic image execution and delivery will have the same force and effect as delivery of an original document with original signatures. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior written or oral agreements or communications between the parties. If the terms of this Agreement conflict with the terms of any of its attachments, except the DUA, the terms of this Agreement shall prevail. The terms of this Agreement cannot be waived or modified except by an agreement in writing. There are no representations, warranties or covenants other than those set forth in this Agreement, which sets forth the entire understanding between the parties.
5. **No Third Party Beneficiaries.** Except as may be otherwise specifically provided in this Agreement, no individual or firm, corporation, partnership, or other entity shall be a third-party beneficiary of the representations, warranties, covenants, and agreements made by any party to this Agreement. Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies under, or by reason of, this Agreement. Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any entity any right of subrogation or action against any party hereto.
6. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.
7. **Applicable Law and Venue.** To the extent permitted by applicable law, this Agreement shall be performed in Dallas, Dallas County, Texas and governed by the laws of the State of Texas without regard to its conflict of law provisions. Venue for any cause of action arising under this Agreement shall be proper in Dallas, Dallas County, Texas.
8. **Subject Headings.** Subject headings of the sections of this Agreement are for convenience only and shall not in any way affect the interpretation of any section of this Agreement or the Agreement itself.
9. **Notices.** All notices shall be sent to the intended party at the addresses set forth above (unless notification of a change of address is given in writing). Notices shall be sent in writing via

one of the following methods and will be effective: (i) on the date of delivery, if delivered in person; (ii) on the date of receipt, if sent by email or other electronic transmission (with delivery confirmed); or (iii) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested (or its equivalent).

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

AMERICAN HEART ASSOCIATION

[PROGRAM PARTICIPANT]

By: _____

By: _____

Name: Michele M. Bolles

Name: Gary R. Gray, DO

Title: VP, Quality and Health IT

Title: Chief Executive Officer

Date: Click here to enter a date.

Date: Click here to enter a date.

*Reviewed as to form
Stacy Saetta
Dep County Council*

EXHIBIT A
PROGRAM LIST

Please check the box for **each** AHA Quality Improvement Program(s) in which Program Participant seeks enrollment.

- | | |
|---|--|
| 1. Get With The Guidelines®-AFIB | <input type="checkbox"/> |
| 2. Get With The Guidelines®-Resuscitation | <input type="checkbox"/> |
| 3. Get With The Guidelines®-Stroke | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| 4. Get With The Guidelines®-Heart Failure | <input type="checkbox"/> |

APPENDIX A

PROGRAM SUMMARY



Get With The Guidelines®- AFIB (GWTG-AFIB)

Get With The Guidelines®- AFIB is the American Heart Association/American Stroke Association (AHA/ASA) collaborative performance improvement program, demonstrated to improve adherence to evidence-based care of patients hospitalized with atrial fibrillation.

What are the benefits of participating in Get With The Guidelines®- AFIB program?

- Access to the most up-to-date research and scientific publications
- Professional educational opportunities
- Clinical tools and resources
- Patient education resources
- American Heart Association, quality improvement field staff support
- National and local recognition for hospital team program achievement
- Performance feedback reporting for continuous quality improvement

Third Party Vendors involved in Get With The Guidelines®- AFIB

Get With The Guidelines®- AFIB program technology platform is managed by Quintiles, under contract with the American Heart Association.

What is the cost of Get With The Guidelines®- AFIB?

Refer to Program Fees for Get With The Guidelines® (See below)

Required agreements for participation in Get With The Guidelines®- AFIB?

- **American Heart Association:**
 - Signed Unified Participation Agreement (including the Data Use Agreement)
- **Third Party Vendor:**
 - To participate in Get With The Guidelines®- AFIB, the Program Participant must execute a *Data Use and License Agreement* with Quintiles.
 - Business Associate Agreement (if applicable)

Data Submission Requirements

Program Participant will be responsible for collecting data within the Patient Management Tool® system hosted by Quintiles via real time data abstraction, data upload, web services, or other identified data repository.

Ownership and Access to Data

Hospitals retain ownership of Individually Identifiable Health Information relating to Program Participant patients, Program Participant PHI and Limited Data Sets subject to the rights granted to the AHA Third Party Vendor and AHA in this Agreement and the DUA (and, if applicable, the BAA).

GWTG®- R PROGRAM SUMMARY



Get With The Guidelines®- Resuscitation

Get With The Guidelines®- Resuscitation is the American Heart Association/American Stroke Association (AHA/ASA) collaborative quality improvement program, demonstrated to improve adherence to evidence-based care of patients who experience an in-hospital resuscitation event or received post cardiac arrest care following an in-hospital or out-of-hospital event.

What are the benefit of participating in Get With The Guidelines®- Resuscitation program?

- Access to the most up-to-date research and scientific publications
- Professional educational opportunities
- Clinical tools and resources
- Patient education resources
- American Heart Association, quality improvement field staff support
- National and local recognition for hospital team program achievement
- Performance feedback reporting for continuous quality improvement

Third Party Vendors involved in Get With The Guidelines®- Resuscitation

Get With The Guidelines®- Resuscitation program technology platform is managed by Quintiles, under contract with the American Heart Association.

What is the cost of Get With The Guidelines®- Resuscitation?

Refer to Program Fees for Get With The Guidelines® (see below)

Required agreements for participation in Get With The Guidelines®- Resuscitation?

- **American Heart Association:**
 - Signed Unified Participation Agreement (including the Data Use Agreement)
- **Third Party Vendor:**
 - To participate in Get With The Guidelines®- Resuscitation, the Program Participant must execute a *Data Use and License Agreement* with Quintiles for access to the Patient Management Tool.
 - Business Associate Agreement (if applicable)

Data Submission Requirements

Program Participant will be responsible for collecting data within the Patient Management Tool® system hosted by Quintiles via real time data abstraction, data upload, web services, or other identified data repository.

Ownership and Access to Data

Hospitals retain ownership of Individually Identifiable Health Information relating to Program Participant patients, Program Participant PHI and Limited Data Sets subject to the rights granted to the AHA Third Party Vendor and AHA in this Agreement and the DUA (and, if applicable, the BAA).

GWTG®- S PROGRAM SUMMARY



Get With The Guidelines®- Stroke (GWTG-S)

Get With The Guidelines®- Stroke is the American Heart Association's collaborative performance improvement program, demonstrated to improved adherence to evidence-based care of patients hospitalized with stroke.

What are the benefit of participating in Get With The Guidelines®- Stroke program?

- Access to the most up-to-date research and scientific publications
- Professional educational opportunities
- Clinical tools and resources
- Patient education resources
- Quality Improvement Field Staff support
- National and local recognition for hospital team program achievement
- Performance feedback reporting for continuous quality improvement
- Being a **Primary Stroke Center Certification** recognizes hospitals that meet standards to support better outcomes for stroke care
- **Being a Comprehensive Stroke Center Certification** recognizes hospitals that meet standards to treat the most complex stroke cases

Third Party Vendors involved in Get With The Guidelines®- Stroke

Get With The Guidelines®- Heart Failure program technology platform is managed by Quintiles, under contract with the American Heart Association.

What is the cost of Get With The Guidelines®- Stroke?

Refer to Program Fees for Get With The Guidelines® (see below)

Required agreements for participation in Get With The Guidelines®- Stroke

- **American Heart Association:**
 - Signed Unified Participation Agreement (including the Data Use Agreement)
- **Third Party Vendor:**
 - To participate in Get With The Guidelines®- Stroke, the Program Participant must execute a *Data Use and License Agreement* with Quintiles for access to the Patient Management Tool.
 - Business Associate Agreement (if applicable)

Data Submission Requirements

Program Participant will be responsible for collecting data within the Patient Management Tool® system hosted by Quintiles via real time data abstraction, data upload, web services, or other identified data repository.

Ownership and Access to Data

Hospitals retain ownership of Individually Identifiable Health Information relating to Program Participant patients, Program Participant PHI and Limited Data Sets subject to the rights granted to the AHA Third Party Vendor and AHA in this Agreement and the DUA (and, if applicable, the BAA).

GWTG®- HF PROGRAM SUMMARY



Get With The Guidelines®- Heart Failure

Get With The Guidelines®- Heart Failure is the American Heart Association/American Stroke Association (AHA/ASA) collaborative performance improvement program, demonstrated to improved adherence to evidence-based care of patients hospitalized with heart failure.

What are the benefit of participating in Get With The Guidelines®- Heart Failure program?

- Assess to the most up-to-date research and scientific publications
- Professional educational opportunities
- Clinical tools and resources
- Patient education resources
- American Heart Association, quality improvement field staff support
- National and local recognition for hospital team program achievement
- Performance feedback reporting for continuous quality improvement
- Advanced Certification in Heart Failure can help your heart failure program stand out from the rest. Award-winning Get With The Guidelines-Heart Failure hospitals are exclusively eligible to pursue Advanced Certification in Heart Failure offered by the American Heart Association and The Joint Commission.

Third Party Vendors involved in Get With The Guidelines®- Heart Failure

Get With The Guidelines®- Heart Failure program technology platform is managed by Quintiles, under contract with the American Heart Association.

What is the cost of Get With The Guidelines®- Heart Failure?

Refer to Program Fees for Get With The Guidelines® (see below)

Required agreements for participation in Get With The Guidelines®- Heart Failure?

- **American Heart Association**
 - Signed Unified Program Agreement (including the Data Use Agreement)
- **Third Party Vendor**
 - To participate in Get With The Guidelines®- Heart Failure, the Program Participant must execute a *Data Use and License Agreement* with Quintiles for access to the Patient Management Tool.
 - Business Associate Agreement (if applicable)

Data Submission Requirements

Program Participant will be responsible for submitting data to Quintiles through real-time data abstractions into patient management tool, data upload, EHR, HIE, web services, or other identified data repository.

Ownership and Access to Data

Hospitals retain ownership of Individually Identifiable Health Information relating to Program Participant patients, Program Participant PHI and Limited Data Sets subject to the rights granted to the AHA Third Party Vendor and AHA in this Agreement and the DUA (and, if applicable, the BAA).

Get With The Guidelines	Description	Fee
Get With The Guidelines Annual Subscription Fee For Stroke, Heart Failure, AFib, Resuscitation . <i>Hospital Systems may be eligible for a discounted rate.</i>	Includes all AHA/ASA Get With The Guidelines measures (standard or limited form for stroke and heart failure): 1 st Module 2 nd Module 3 rd / 4 th Module Critical Access Hospitals (no multi-module discount)	\$2,750 \$2,613 \$2,558 each \$1,375 each
Get With The Guidelines-Stroke with STK measures	Includes all AHA/ASA Get With The Guidelines measures <i>PLUS</i> the complete STK measure set required for PSC reporting to TJC. Additional fee for measure submission to TJC applies. (see below)	\$4,837
Get With The Guidelines-Stroke with CSTK measures	Includes all AHA/ASA Get With The Guidelines measures <i>PLUS</i> the CSTK measure set. This option is available to hospitals wishing to collect the CSTK measure set.	\$4,837
Get With The Guidelines-Stroke with CSTK & STK measures	Includes all AHA/ASA Get With The Guidelines measures <i>PLUS</i> the CSTK and STK measure sets. This option is available to hospitals wishing to collect both the CSTK and STK measure sets. Additional fee for measure submission to TJC applies (see below).	\$6,923
AHA/ACC AFib & Heart Failure Accreditation	Includes all AHA/ASA Get With The Guidelines measures <i>PLUS</i> the AHA/ACC Accreditation measures. This option is available to hospitals seeking to earn AFib or HF Accreditations from ACC/AHA.	No additional charge over base module fee.
Get With The Guidelines for Advanced Certification in Heart Failure	Includes all AHA/ASA Get With The Guidelines measures <i>PLUS</i> the Advanced Certification in Heart Failure (ACHF) measure set.	\$3,849

2018 GET WITH THE GUIDELINES® PROGRAM PRICING SUMMARY

ADDITIONAL REPORT & SUBMISSION OPTIONS

Option	Description	Additional Fee
Report Writer	Allows user to create customized reports	\$916
Outpatient Stroke Core Measure	Includes collection and submission of OP-23 measure to CMS.	\$870

Submission of STK Measure Data to TJC	Includes submission of STK measure data to TJC.	\$1,519
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2018 GET WITH THE GUIDELINES PRICING BREAKDOWN

Get With The Guidelines	Description	Selection	Fee
Get With The Guidelines Annual Subscription Fee for Stroke, Heart Failure, AFib, & Resuscitation modules. <i>Hospital Systems may be eligible for a discounted rate</i>	Includes all AHA/ASA Get With The Guidelines (GWTG) measures 1 st module 2 nd module 3 rd / 4 th modules Critical Access Hospitals (no multi-module discount)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$2,750 \$2,613 each \$2,558 each \$1,375 each

*Note: There is no difference in price between Get With The Guidelines Stroke or Heart Failure Limited and Standard

ADDITIONAL OPTIONS

Option	Description	Select	Fee
STK Measure Set	Collect data and run the complete STK measure set required for PSC reporting to TJC. Additional fee for measure submission to TJC applies	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,087
Submission of STK Measure Data to TJC	Submission of STK measure data to TJC	<input type="checkbox"/>	\$1,519
CSTK Measure Set	Collect data and run the CSTK measure set. Includes the CSTK measure set as well as additional GWTG-Stroke specific comprehensive stroke measures	<input type="checkbox"/>	\$2,087
Advanced Certification in Heart Failure (ACHF) Measure Set	Collect data and run the measures required for Advanced Certification in Heart Failure (ACHF)	<input type="checkbox"/>	\$1,236
Report Writer	Allows user to create customized reports	<input type="checkbox"/>	\$916
Outpatient Stroke Core Measure	Includes collection and submission of OP-23 measure to CMS.	<input type="checkbox"/>	\$870
Coverdell Layer	Hospitals located in states funded by the Centers for Disease Control and Prevention (CDC) for the Paul Coverdell National Acute Stroke Registry (PCNASR) receive the PCNASR data elements and measures free of charge.	<input type="checkbox"/>	\$1,032*

*Coverdell Layer Fee only applies to hospitals that are in states not funded by PCNASR

Total \$ 4,837.00

Glossary:

Primary Stroke Center (PSC) | The Joint Commission (TJC) | Comprehensive Stroke Center (CSC) | Centers for Medicare & Medicaid Services (CMS)

The American Heart Association's Patient Management Tool® (PMT®) is an online, interactive assessment and reporting system, powered by QuintilesIMS in Cambridge, Massachusetts.



EXHIBIT B

PROGRAM PARTICIPANT CONTACT INFORMATION

PROGRAM PARTICIPANT NAME: Natividad

Please list the names of **every** AHA Program in which Program Participant seeks enrollment:

AHA PROGRAM NAME: GWTG-S

(i.e. GWTG-R, GWTG-AFIB, GWTG-S, or GWTG-HF)

AHA THIRD PARTY VENDOR CONTACT INFORMATION

Complete this section for the individual who will be the program contact and act as liaison between Program Participant and AHA Third Party Vendor. If there is a different Contact Person for one or more of the AHA Programs in which Program Participant seeks enrollment, please list that individual and his or her information herein

PROGRAM NAME: click here to enter text.

NAME OF CONTACT PERSON: [Click here to enter name](#)

TITLE OF CONTACT PERSON: [Click here to enter title](#)

PHONE NO: [Click here to enter number](#)

EMAIL ADDRESS: [Click here to enter email address](#)

PHYSICAL ADDRESS: [Click here to enter Street](#)

[Click here to enter City, State and Zip Code.](#)

PROGRAM NAME: click here to enter text.

NAME OF CONTACT PERSON: [Click here to enter name](#)

TITLE OF CONTACT PERSON: [Click here to enter title](#)

PHONE NO: [Click here to enter number](#)

EMAIL ADDRESS: [Click here to enter email address](#)

PHYSICAL ADDRESS: [Click here to enter Street](#)

If additional Program Name and Contact Person fields are needed, please copy and paste the fields above.

PROGRAM PARTICIPANT CONTACT INFORMATION FOR BILLING PURPOSES

Complete this section if the individual who handles billing differs from the individual listed above. If there is a different Contact Person for one or more of the AHA Programs in which Program Participant seeks enrollment, please list that individual and his or her information herein

PROGRAM NAME: [click here to enter text.](#)

NAME OF CONTACT PERSON: [Click here to enter name](#)

TITLE OF CONTACT PERSON: [Click here to enter title](#)

PHONE NO: [Click here to enter number.](#)

EMAIL ADDRESS: [Click here to enter email address](#)

PHYSICAL ADDRESS: [Click here to enter Street](#)

[Click here to enter City, State and Zip Code.](#)

PROGRAM NAME: [click here to enter text.](#)

NAME OF CONTACT PERSON: [Click here to enter name](#)

TITLE OF CONTACT PERSON: [Click here to enter title](#)

PHONE NO: [Click here to enter number.](#)

EMAIL ADDRESS: [Click here to enter email address](#)

PHYSICAL ADDRESS: [Click here to enter Street](#)

If additional Program Name and Contact Person fields are needed, please copy and paste the fields above.

EXHIBIT C

DATA USE AGREEMENT

TO THE UNIFIED PARTICIPATION AGREEMENT

THIS DATA USE AGREEMENT ("DUA") is entered into by and between the American Heart Association, Inc. a New York not-for-profit corporation ("AHA"); and County of Monterey on behalf of Natividad Medical Center ("Program Participant"). This DUA is made effective as of the effective date ("Effective Date") of the Unified Participation Agreement ("the Agreement"), of which this DUA is exhibit thereto. AHA and Program Participant are each a "Party" to this DUA and are referred to collectively as the "Parties."

STATEMENT OF PURPOSE

Program Participant has entered into the Agreement with AHA to participate in one or more AHA Quality Improvement Programs. Each of the AHA Quality Improvement Programs includes a Program Registry managed by an AHA approved technology vendor ("AHA Third Party Vendor") responsible for data collection and security in accordance with applicable federal and state privacy laws. Program Participant desires to submit certain patient data and Protected Health Information ("PHI"), including in the form of a Limited Data Set ("LDS") to a Program Registry, and therefore by entering into this DUA, the Parties agree to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA") and the regulations promulgated thereunder by the United States Department of Health and Human Services ("HHS") codified at 45 CFR Parts 160 and 164 (commonly known as the Privacy and Security Rules), as amended by the Privacy and Security provisions set forth in Section 13400 of the Health Information Technology for Economic and Clinical Health Act ("HITECH") collectively referred to herein as the "HIPAA Regulations");

SECTION 1

DEFINITIONS

Capitalized terms used, but not otherwise defined, in this DUA will have the meaning ascribed to them in the HIPAA Regulations or the Agreement, as the case may be, or as defined in the underlying Agreement.

SECTION 2

PERMITTED USES AND DISCLOSURES BY AHA

AHA may, consistent with this DUA, Use or Disclose PHI that consists solely of certain LDS Information identified in in Exhibit A, Appendix A of the Agreement only to authorized recipients for Research, Public Health, or Health Care Operations in accordance with the provisions of the HIPAA Regulations concerning Limited Data Sets, provided that such Use or Disclosure is (i) limited to the minimum information necessary to facilitate Program Participant's participation in the associated Program or for AHA Research purposes; (ii) is consistent with the Agreement; and (iii) would not violate the HIPAA Regulations if done by Program Participant. The term Health Care Operations as used herein includes Data Aggregation.

SECTION 3

GENERAL OBLIGATIONS OF AHA

- (a) AHA agrees to Use or Disclose LDS Information only as permitted under this Agreement and the DUA, or as otherwise Required By Law.
- (b) AHA agrees to use appropriate safeguards to prevent Use or Disclosure of the LDS Information. Without limiting the generality of the foregoing, AHA further agrees to:
 - (i) implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic LDS Information that it creates, receives, maintains, or transmits on behalf of Program Participant as required by 45 CFR 164.314(a);
 - (ii) maintain electronic LDS Information in a manner such that AHA cannot easily identify individuals to whom the LDS Information pertains, and such that Disclosure of LDS Information could not reasonably result in incidental Disclosure of PHI;
 - (iii) ensure that any Subcontractor to whom it provides such LDS Information agrees to implement reasonable and appropriate safeguards to protect such information; and
- (c) AHA will report promptly, but in no case later than thirty (30) days, to Program Participant any Use or Disclosure of the LDS Information not permitted by this Agreement or this DUA of which AHA becomes aware.
- (d) AHA will not attempt to identify the Individuals to whom the LDS Information pertains, or attempt to contact such Individuals, provided that this restriction will not be interpreted to prevent AHA from conducting such activities under the Agreement or, if applicable, in a Sub-BAA with the AHA Third Party Vendor. Under no circumstances will AHA attempt to contact Individuals except with Program Participant's prior written consent.
- (e) AHA agrees to require that any Subcontractor to whom it, directly or indirectly, provides LDS Information, will agree in writing to comply with the same restrictions and conditions as this DUA.

SECTION 4

GENERAL OBLIGATIONS OF PROGRAM PARTICIPANT

- (a) Program Participant's Notice of Privacy Practices, Permissions, and Restrictions.
- (i) Program Participant represents and warrants that it has developed and makes available to all patients a Notice of Privacy Practices that complies with 45 CFR 164.520 and any other applicable provisions of the HIPAA Regulations. Program Participant will provide AHA with a copy of its Notice of Privacy Practices upon request.
- (ii) Program Participant will provide AHA with any changes in, or revocation of, the permission by an Individual to Use or Disclose the LDS Information, if such changes affect AHA's permitted or required Uses and Disclosures.
- (iii) Program Participant will ensure on a continuing basis that all Disclosures of the LDS Information made to AHA are permissible under the HIPAA Regulations and are not subject to restrictions that would make the Disclosure of an Individual's PHI to AHA impermissible. Program Participant will notify AHA of any specific or general restrictions on the Use or Disclosure of the LDS Information submitted to AHA that Program Participant has agreed to in accordance with 45 CFR 164.522.
- (b) Permissible Requests by Program Participant. Program Participant will not ask AHA to Use or Disclose the LDS Information in any manner that would not be permissible under the HIPAA Regulations if undertaken by Program Participant, provided that Program Participant may, as otherwise permitted under this DUA, request that AHA Use or Disclose the LDS Information for the purposes of Data Aggregation or the management and administrative activities of AHA, as provided for in 45 CFR 164.504(e)(4).
- (c) Breach Notification. Program Participant and AHA agree that if either fails to adhere to any of the provisions set forth in this DUA or the Agreement and, as a result, the LDS Information or other confidential information is unlawfully accessed, Used, or Disclosed, the party responsible for the Breach agrees to pay all costs associated with any notification to affected individuals that is required by law, and the party responsible will also pay any and all fines and administrative penalties imposed for such unauthorized access, Use or Disclosure of confidential information or for delayed reporting. Unless otherwise agreed upon by the Parties, if AHA notifies Program Participant of a Breach of Unsecured PHI, Program Participant shall be responsible for providing notification to comply with the Breach Notification requirements set forth in the HIPAA Regulations. Such notification shall be provided in a form mutually agreed upon by AHA and Program Participant.

SECTION 5

TERM AND TERMINATION

- (a) Term. This DUA will commence as of the Effective Date and will remain in effect for a period that is coterminous with the Agreement, unless (i) this DUA is terminated sooner in accordance with either Subsection (b) or (c) of this Section; or (ii) the Agreement

is amended by written agreement of the Parties in a manner that the Parties mutually agree renders the provisions of this DUA unnecessary.

(b) Termination. Either party may terminate this DUA for any reason upon sixty (60) days written notice to the other party. Either party may terminate this DUA if the other party materially breaches any term or condition of this DUA and fails to cure such breach within ten (10) business days after receipt of written notice of such default by the non-defaulting party. Delay in providing notice of a breach does not waive these termination rights or constitute approval of the breach. In the event such material breach is not cured, the non-breaching Party may terminate this DUA immediately upon the expiration of the notice period. In the event it is not possible to cure such material breach, the non-breaching Party may terminate this DUA immediately and without any notice.

(c) Termination Permitted Due to Change in Law. Either Party may terminate this DUA as permitted in accordance with Section 6(b) of this DUA upon a change in an applicable law that causes performance in compliance with this DUA to violate the law.

(d) Effect of Termination.

(ii) The Parties acknowledge and agree that the provision of the LDS Information to AHA in accordance with the Agreement is conditioned upon this DUA being in full force and effect. Therefore, upon termination of this DUA, the Parties agree that Program Participant will refrain from submitting LDS Information to AHA, and AHA will refrain from accepting the LDS Information from Program Participant. In the event of a termination under either Subsection (b) or (c) of this Section 6, either Party may also elect to terminate the Agreement. In the event the Parties engage in negotiations undertaken in accordance with Subsection 8(b) of this DUA, the Parties will suspend during such period of negotiation any provision of the Agreement requiring or obligating either Party to Use or Disclose the LDS Information in a manner that either Party reasonably believes would violate any applicable state or federal law or regulation, including without limitation the HIPAA Regulations.

(iii) The obligations of this Subsection 6(d) will survive any expiration or termination of this DUA.

SECTION 6

INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, demands, liabilities, judgments, losses, damages, penalties, fines, costs, fees, expenses, and reasonable attorney's fees (collectively, the "Losses") to the extent directly caused by the acts or omissions of the indemnifying party or indemnifying party's material breach of the Agreement or this DUA. The Parties' obligations under this Section 7 regarding indemnification will survive any expiration or termination of this DUA.

SECTION 7

MISCELLANEOUS

- (a) Regulatory References. A reference in this DUA to a section in the HIPAA Regulations means the section as in effect or as amended from time to time and for which compliance is required.
- (b) Remedies. In the event of an unauthorized Use or Disclosure of the LDS Information cause by AHA, Program Participant shall be entitled to enjoin and restrain AHA from any continued violation of this Agreement. Further, in such an event, the costs related to notifying the affected individuals shall be borne by AHA. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll-free number, and credit monitoring.
- (c) Amendment. This DUA may not be amended except by the mutual written agreement of the Parties. Notwithstanding the foregoing, the Parties agree to work together in good faith to take such action as is necessary to make technical amendments to this DUA from time to time if necessary for Program Participant and/or AHA to comply with the requirements of the HIPAA Regulations, or any applicable provisions of any other federal or state law, as such laws or regulations may be amended from time to time. However, should any state or federal law or regulation now existing or enacted after the Effective Date of this DUA, including without limitation HIPAA or the HIPAA Regulations, be amended or interpreted by judicial decision or a regulatory body in such a manner that either Party reasonably determines renders any provision of this DUA in violation of such law or regulation or adversely affects the Parties' abilities to perform their obligations under this DUA, the Parties agree to negotiate in good faith to amend this DUA so as to comply with such law or regulation and to preserve the viability of this DUA. If, after negotiating in good faith, the Parties are unable to reach agreement as to any necessary amendments, either Party may terminate this DUA without penalty.
- (d) Interpretation. Any ambiguity in this DUA will be resolved in favor of a meaning that permits Program Participant and AHA to comply with the HIPAA Regulations. Where provisions of this DUA are different from those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this DUA will control.
- (e) Third Party Beneficiaries. AHA and Program Participant agree that Individuals whose PHI is Used or Disclosed to AHA or its Subcontractors under this DUA are not third-party beneficiaries of this DUA or the Agreement.
- (f) Waiver. No provision of this DUA may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- (g) Correspondence. The Parties will send any reports or notices required under this DUA to the addresses set forth in the notice provision of the Agreement.
- (h) Assistance in Litigation. AHA shall make itself and any Subcontractors, employees, or agents assisting AHA in the performance of its obligations under this DUA available to Program Participant, at no cost to Program Participant, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Program Participant, its directors, officers, or employees based upon a claim of violation of the HIPAA Regulations or this DUA, by AHA, or its Subcontractors, employees, or agents.

(i) Governing Law. To the extent permitted by applicable law, this DUA shall be governed by and construed in accordance with the laws of the State of Texas, irrespective of any state's choice-of-law principles.

IN WITNESS WHEREOF, the Parties hereto have entered into this DUA on the dates set forth below, so that it may take effect as of the Effective Date.

AMERICAN HEART ASSOCIATION

[PROGRAM PARTICIPANT]

By: _____

By: _____

Name: Michele M. Bolles

Name: Gary R. Gray, DO

Title: VP, Quality and Health IT

Title: Chief Executive Officer

Date: [Click here to enter a date.](#)

Date: [Click here to enter a date.](#)

EXHIBIT D



Quality Improvement Programs Permission Form

Hospital Name: [Click here to enter Facility's legal name](#)

Hospital Address: [Click here to enter Street Address, City, State, and Zip Code](#)

My hospital wishes to be recognized as: [Click here to enter text.](#)

(Print or type the hospital name as it should appear in any recognition/promotional opportunity)

This section must be completed

WE AGREE WE DO NOT AGREE

To give American Heart Association/American Stroke Association (AHA/ASA) permission to use our name for:

- Recognition Events
- Ads (*may include: AHA's Circulation; ASA's Stroke; US News & World Report*)
- Conference banners/signage
- AHA website, digital media, mobile apps
- The Joint Commission and other regulatory agency

I have authority to sign on behalf of my hospital

 Program Participant Representative Signature

Program Participant Representative Name [Click here to enter Name.](#)

Title [Click here to enter Title.](#)

Date [Click here to enter a Date.](#)

EXHIBIT E

Comparison Group Placement Questionnaire

Please answer the following questions, if applicable to your chosen program. If you are completing a corporate agreement, be sure to answer the questionnaire for each participating hospital. Your answers will allow us to place you in appropriate benchmarking groups for aggregate comparison reporting purposes, once you are enrolled in the applicable program(s).

General Questions	Answers
What state is your hospital located in? <i>(Please write out state name)</i>	Select state
Total number of beds in your hospital?	Enter number
Is your hospital an Academic hospital? <i>(i.e., Are residents involved in patient care?)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If your facility is NOT a hospital, it is a... (choose appropriate response)	Choose an item.
AFIB Patient Management Tool® Questions	Answers
Does your hospital have a Board Certified Electrophysiologist on staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your hospital perform atrial fibrillation ablation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Resuscitation Patient Management Tool® Questions	Answers

Is your hospital a Pediatric Only hospital?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please indicate the level of your Newborn/Neonate Nursery.	<input type="checkbox"/> No Newborn or Neonate Nursery <input type="checkbox"/> No Neonatal ICU or Level I <input type="checkbox"/> Level II or Level IIIa <input type="checkbox"/> Level IIIb or Level IIIc
Stroke Patient Management Tool Questions	Answers
How many Ischemic Stroke discharges does your hospital have per year?	Enter number <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated
Heart Failure Patient Management Tool Questions	Answers
How many HF discharges does your hospital have per year?	Enter number <input type="checkbox"/> Actual <input type="checkbox"/> Estimated
Are heart transplants performed at your hospital?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are PTCA and Cardiac Surgery performed at your hospital?	<input type="checkbox"/> Yes <input type="checkbox"/> No

