

**AHA’S GET WITH THE GUIDELINES®
THIRD PARTY ORGANIZER SUPER USER AGREEMENT**

This Super User Agreement (“the Agreement”), effective as of the last date of signature listed below (“Effective Date”), is entered into by and between the American Heart Association, Inc. (“AHA”), having its principle offices at 7272 Greenville Ave., Dallas, TX 75231, and the Monterey County Emergency Medical Services Agency (herein referred to as “Third Party Organizer”), having its principal offices at 1441 Schilling Place, Salinas, CA, 93901].

WHEREAS, AHA owns and operates the Get With The Guidelines® (“GWTG”) program, which is a quality improvement program that includes data collection and reports on standardized, clinical cardiovascular processes, outcomes, and procedures;

WHEREAS, the GWTG program consists of different modules which focus on various areas of cardiovascular and stroke disease;

WHEREAS, AHA contracted with its approved third-party technology vendor Outcome Sciences, LLC (“IQVIA”) for IQVIA to develop a database tool designed to expand the use of the GWTG program (“Super User”) in various participating healthcare organizations (“Program Participant”) that have signed a Unified Participation Agreement (“the UPA”) with AHA;

WHEREAS, Third Party Organizer desires to access this Super User option of the GWTG program, therefore obtaining access to the Program Participant’s data (“Data”) as that term is described in §A(1), and for the GWTG program(s) specified in §B(1);

WHEREAS, Program Participants who have signed an amendment to the UPA with AHA permit AHA and IQVIA to provide Third Party Organizer access to such Data, and to allow AHA and IQVIA to make available to Third Party Organizer the identity of the Program Participant, and to acknowledge its participation in the Super User option, and that its identity may be inferred by other healthcare organizations participating in this Super User option through the development of benchmark groups associated with Third Party Organizer;

WHEREAS, Third Party Organizer and AHA are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”) and regulations promulgated thereunder.

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

A. DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. Data shall mean all information, including patient data, submitted by Program Participant to AHA, through IQVIA, for participation in the GWTG program, including De-identified Data and Protected Health Information in the form of a Limited Data Set. Data also includes configurable measure reports and data downloadable functions to be used for quality improvement and scientific research purposes (“Reports”).
2. De-identified Data – shall have the same meaning as defined in 45 C.F.R. § 164.514.
3. Protected Health Information (“PHI”) shall have the same meaning as defined in 45 C.F.R. § 160.103 under HIPAA, and any applicable state laws.
4. Limited Data Set shall mean the data elements as defined in HIPAA under 45 C.F.R. § 164.514(e)(2).
5. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.

B. OBLIGATIONS OF PARTIES

1. Data. AHA shall make available to Third Party Organizer Data to be used by Third Party Organizer for purposes of research and health care operations (collectively, the “Authorized Purpose”). AHA shall provide Third Party Organizer access to the Data via a Super User account upon execution of this Agreement for participation in the following GWTG program module(s).

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| <u>Get With The Guidelines®-AFIB</u> | <input type="checkbox"/> |
| <u>Get With The Guidelines®-Resuscitation</u> | <input type="checkbox"/> |
| <u>Get With The Guidelines®-Stroke</u> | <input checked="" type="checkbox"/> |
| <u>Get With The Guidelines®-Heart Failure</u> | <input type="checkbox"/> |
| <u>Get With The Guidelines®-Coronary Artery Disease</u> | <input checked="" type="checkbox"/> |
| <u>AHA’s COVID-19 CVD Registry powered by Get With The Guidelines®</u> | <input type="checkbox"/> |
| <u>Get With The Guidelines-Collaborative Research Network®</u> | <input type="checkbox"/> |

2. Use of Data. Third Party Organizer agrees to use and disclose the Data only for the Authorized Purpose or as required by law, and shall ensure that its respective directors, officers, employees, contractors and agents do not use or disclose the Data in any manner that would constitute a violation of the Privacy Rule if used or disclosed by the

Program Participant. Third Party Organizer shall limit the use or receipt of the Data to those parties who need the Data for the performance of the Authorized Purpose.

3. Minimum Necessary Information. Third Party Organizer represents that, to the extent Third Party Organizer requests AHA to disclose the Data to Third Party Organizer hereunder, such a request will only be for the minimum data necessary to accomplish the Authorized Purpose of the request.

4. Safeguards Against Misuse of Information. Third Party Organizer will use appropriate safeguards to prevent the use or disclosure of the Data, other than as permitted under this Agreement.

5. Reporting of Unauthorized Disclosures. Third Party Organizer shall promptly upon becoming aware of any use or disclosure of the Data in violation of this Agreement by any of its officers, directors, employees, contractors or agents or by a third party to which Third Party Organizer discloses the Data, report such disclosure, in writing, to AHA and to the Program Participant from which the Data had been obtained.

6. Agreements by Third Parties. Third Party Organizer shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to the Data through Third Party Organizer, pursuant to which such agent or subcontractor shall agree to be bound by the same restrictions, terms and conditions that apply to Third Party Organizer under this Agreement with respect to the Data.

7. Notice of Request for Data. Third Party Organizer agrees to notify AHA promptly upon receipt of any request for production or subpoena of the Data received from AHA, in connection with any governmental investigation or governmental or civil proceeding. AHA will notify the relevant Program Participant, and if the Program Participant decides to challenge the validity of or assume responsibility for responding to such request or subpoena, the parties shall cooperate fully with the Program Participant in connection therewith.

8. Liability. AHA is not responsible for, and will not be liable for, any damages Third Party Organizer may incur.

9. Term and Termination. The term of this Agreement will begin as of the Effective Date and will expire when all Program Participants have terminated their participation in GWTG with AHA or otherwise cease participation in the Third Party Organizer's program. In addition to the termination for breach rights and notice obligations as set forth herein, either party may terminate this Agreement at any time for any reason or for no reason by giving at least sixty (60) days prior notice to the other party. Upon the later of: (a) the completion of the data transfers, or (b) the term of this Agreement, there shall be no further obligations between the parties, unless specifically stated herein.

10. Termination Upon Breach. This Agreement may be terminated by either party upon five (5) days prior written notice to the other party in the event that such other party breaches any provision of this Agreement and such breach is not cured within such

five (5) day period. Each party shall have the right to fully exercise any remedy existing at law or in equity in the event the other party breaches or violates this Agreement.

11. Return or Destruction of Data. The terms and provisions of this Agreement that protect the Data shall survive expiration or termination of this Agreement and such information shall thereafter only be used or disclosed for Authorized Purpose.

12. Fees. Third Party Organizer is responsible for the fees set forth in an invoice submitted by AHA on an annual basis. Payment is due within 30 days from Third Party Organizer's receipt of such invoice from AHA. Unless otherwise stated, AHA's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Third Party Organizer 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 Third Party Organizer is responsible under this section, the appropriate amount shall be invoiced to and paid by Third Party Organizer unless, and to the extent that Third Party Organizer qualifies for exemption of some or all of the Taxes, and Third Party Organizer provides AHA with a valid tax exemption certificate authorized by each appropriate taxing authority.

13. Miscellaneous. (a) This Agreement may be amended only by mutual written agreement of both parties. (b) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (c) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (d) The relationship between AHA and Third Party Organizer is that of independent contractors and neither party nor its agents shall have any authority to bind the other party in any way. (e) All notices shall be in writing and may be delivered in person, by courier, or sent by receipt email, or by first class, postage prepaid US mail to the parties, which notice shall be deemed given upon receipt or three (3) days following deposit in the US Mail. Either party may change the address for notices hereunder by providing written notice thereof to the other party in accordance with the terms of this section. (f) All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and approved successors and assigns. (g) This Agreement may be executed by facsimile or other electronic means (including .PDF) and in one or more counterparts, each of which shall be deemed to be any original, but all of which together constitute one and the same instrument. (h) This Agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other document submitted by or on behalf of Third Party Organizer, AHA, or IQVIA.

14. Third Party Organizer Contact Information. Notices and invoicing shall be sent to the contact information below. Third Party Organizer shall update this

Name of Contact Person: Teresa Rios
Title of Contact person: Emergency Medical Services Director
Phone No: (831) 755-5013
Email Address: riost@co.monterey.ca.us
Physical Address: 1441 Schilling Place
Salinas, CA 93901

IN WITNESS WHEREOF, each party hereto has signed this Agreement as of the dates set forth below.

AMERICAN HEART ASSOCIATION

Monterey County EMS Agency

By: Michele M. Bolles

By: _____

Name: Michele M. Bolles

Name: Elsa Jimenez

Title: SVP, Quality Outcomes Research and Analytics

Title: Health Director

Date: 11/30/2021

Date: _____

