

## OUTPACE CVD™ Programs

### UNIFIED PARTICIPATION AGREEMENT

The Unified Participation Agreement (the "Agreement") is made by and between the American Heart Association ("AHA"), a New York not-for-profit corporation with a headquarter office located at 7272 Greenville Avenue, Dallas, Texas 75231, and \_\_\_\_\_ located at \_\_\_\_\_ ("Program Participant"). Each party may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, AHA is a not-for-profit health organization with volunteers throughout the United States who are dedicated to being a relentless force for a world of longer, healthier lives, through scientific research, advocacy and the development of programs that improve patient access to high-quality health care;

WHEREAS, AHA owns and operates a variety of comprehensive quality improvement and certification 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") responsible for data collection, management, and reporting in accordance with all applicable federal and state privacy laws; and

WHEREAS, Program Participant desires to enroll in AHA Quality Improvement Program, and access the Program Registry, and have AHA and AHA Third Party Vendor perform services to map and analyze Program Participant data for quality improvement and Research, Public Health or Health Care Operations purposes ("Service(s)"); and

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

By participating in the Program, Program Participant agrees to the terms and conditions of this Agreement, and grants authorization to AHA to access, copy, and use de-identified data that Program Participant provides to AHA by Program Participant, or a party authorized by Program Participant, as applicable. This Agreement is effective on the date Program Participant accepts the Agreement electronically ("Effective Date"). The terms of AHA's Privacy Policy, which are available at this link: <https://www.heart.org/en/about-us/statements-and-policies/privacy-statement>, are incorporated into this Agreement.

1. USE OR DISCLOSURE OF DATA.

a. "Data" as referred to herein, is defined to include aggregated and de-identified data, and the achievement criteria and volume requirements located here:

<https://targetbp.org/awards/>. "Data" also includes "Program Materials," which refers to all materials developed for the Program, such as training and reference documents, reports, report templates, software, intellectual property, trademarks, or any other materials provided by AHA.

b. AHA owns the Data, and may use and disclose the Data as permitted under this Agreement, including but not limited to, for the proposes of research and publication purposes, as well as recognition or project management activities.

c. AHA will also have the right to use all Data for quality improvement purposes of the Program to support its mission, to provide quality improvement support, to provide performance analysis, to conduct benchmarking of performance, and to provide recognition based on the Data submitted.

d. Program Participant assumes risk of disclosure for any information entered, including unintended disclosure due to unauthorized access or monitoring of Program Participant's activities.

2. RESTRICTIONS ON USE. AHA agrees that it, and any employees, agents and subcontractors to whom it discloses the Data, will not use or further disclose the Data other than as permitted by this Agreement, or as otherwise required by law or regulations. AHA shall use reasonable safeguards to protect the Data from use or disclosure of the Data other than as provided for in this Agreement. Program Participant agrees to not copy, modify, or create derivative works of the Program Materials (other than in connection with treating or advising Program Participant's patients, or strictly for internal business purposes). If Program Participant wishes to publish Data or related information, or create marketing materials that include Program name, Program Participant must obtain prior written approval from AHA, which will not be unreasonably withheld.

3. PROGRAM PARTICIPANT RECOGNITION. AHA may offer a recognition program(s) for Program Participants that meet an identified threshold. Program Participant will have the right to publicize the recognition received in accordance with the established by AHA. AHA may also disclose Program Participant's name for Program purposes, or to authorized representatives of AHA for project management and similar AHA initiatives. Neither Parties have the right to use each other's trademarks without prior written approval.

4. TERM AND TERMINATION. This Agreement is effective on the Effective Date set forth above and will continue for a period of one (1) year, and automatically renew for additional one (1) year periods, unless otherwise terminated as provided herein or by applicable law or

regulation. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Either Party may terminate this Agreement for breach with thirty (30) days written notice to the breaching Party and an opportunity to cure the breach. Program Participant understands and agrees that 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.

5. NOTICE. Call us toll-free at 1-800-242-8721. Notices to AHA may be addressed to the Outpace CVD Team, American Heart Association, 7272 Greenville Avenue, Dallas, Texas 75231 or OutpaceCVD@heart.org

## 6. MISCELLANEOUS PROVISIONS.

a. This Agreement contains the entire agreement between the Parties. No waiver or failure to enforce rights under this Agreement is a waiver or bar to enforcing any other of AHA's rights. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws provisions. If Program Participant is a governmental entity or state institution, this Agreement shall be interpreted and construed under the substantive laws of the state in which the Institution resides without respect to its conflict of law principles. Program Participant hereby irrevocably waives the right to a trial by jury. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party. Regardless of any statute or law to the contrary but to the extent this limitation is permitted by law, any claim or cause of action arising out of or related to Program Participant's use of the Program must be filed by Program Participant within one (1) year after such claim or cause of action arose or be forever barred. At this time, only U.S.-based care settings may participate in the Program.

b. Program Participant may not assign or transfer any of Program Participant's rights under this Agreement without prior written approval from AHA. Any attempt to do so is null and void.

c. This Agreement supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

d. AHA may, at any time and without notice, to add to, change, update, or modify the Program and this Agreement, by posting such addition, change, update, or modification on the Program website. Any such addition, change, update, or modification will be effective immediately upon posting. Program Participant acknowledges that Program 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 operates so long as the modifications or amendments are generally applied to all Program Participants, and do not otherwise substantially change the Agreement.

- e. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity of the remaining provisions.
- f. This Agreement may be amended or modified only with mutual written consent of the Parties.
- g. Each Party represents that it is authorized to enter into this Agreement and can perform its obligations under this Agreement

AMERICAN HEART ASSOCIATION, INC.

PROGRAM PARTICIPANT

[Click or tap here to enter text.](#)

By: \_\_\_\_\_

Name: Joseph Williams

Title:

National VP, Product Development, Digital Products, Health IT, Quality, Outcomes Research & Analytics

Date: [Click or tap here to enter text.](#)

By: \_\_\_\_\_

Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

## **Exhibit A**

### **Program list**

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

For more information, please click on the Program name. You will be redirected to the AHA website for each individual Program.

- [Target: BP](#)
- [Check. Change. Control. Cholesterol](#)
- [Target: Type 2 Diabetes](#)