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## UNIFIED PARTICIPATION AGREEMENT

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### Get With the Guidelines®- Coronary Artery Disease

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 **Enter Facility’s legal name**, having its principal offices at **Enter Street, City, State and Zip Code** (“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”) responsible 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](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 may be 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.
- **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 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 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 in 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 BAA by and between Program Participant and AHA, which is attached hereto and incorporated herein as Exhibit C, and in separate agreements by and between Program Participant and the AHA Third Party Vendor. If Program Participant gives notice that it is terminating 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 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 enclosed BAA.
  - b. **Rights of AHA in Data.** Program Participant hereby grants AHA a non-exclusive, perpetual, irrevocable, sub- licensable 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 BAA; (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; (3) where applicable, use PHI to match patient level data across multiple GWTC data registries, including GWTC-Heart Failure, GWTC-Stroke, GWTC-AFIB and/or GWTC-Resuscitation, for the purposes of longitudinal patient care analysis; (4) use PHI to match patient level data thereby decreasing the manual data abstraction burden and to broaden engagement with EMS agencies; (5) 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 the 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 Individually Identifiable Health Information and 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; (e) Program Participant possesses all rights in and to the Data necessary to grant the Data License to AHA hereunder; and (f) if Program Participant is utilizing another vendor authorized by the AHA ("Authorized Vendor") to submit and/or upload Data, Program Participant must have a fully executed contract with the Authorized Vendor. See enclosed link for a full list of Authorized Vendors: [http://www.heart.org/idc/groups/heapublic/@wcm/@hcm/@gwtg/documents/downloadable/ucm\\_495618.pdf](http://www.heart.org/idc/groups/heapublic/@wcm/@hcm/@gwtg/documents/downloadable/ucm_495618.pdf)

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 Participant 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 (and/or Authorized 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. 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. Approval from the parties under this section shall not be unreasonably withheld.

## 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.
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 7 of the BAA, 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 BAA 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 BAA 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 BAA 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 [Click here to enter a date.](#) ("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 BAA, 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**

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

Name: Michele M. Bolles

Title: VP, Quality and Health IT

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

**[PROGRAM PARTICIPANT]**

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

Name: [Enter Signatory's Name](#)

Title: [Enter Signatory's Title](#)

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

**EXHIBIT A**  
**PROGRAM LIST**

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

**Mission: Lifeline®**



## APPENDIX A

### Mission: Lifeline® Program Summary

**Mission:Lifeline®** is the American Heart Association/American Stroke Association (AHA/ASA) collaborative performance improvement program, currently supporting Mission: Lifeline ACS and Stroke Systems of Care demonstrated to improved adherence to evidence-based care of patients hospitalized with time sensitive emergencies, such as STEMI, NSTEMI, and Stroke.

#### **What are the benefits of participating in Mission: Lifeline®- program through GWTG-CAD enrollment?**

- Assess to the most up-to-date research and scientific publications
- Access to low cost and free professional educational opportunities
- Access to clinical tools and resources for STEMI, NSTEMI and ACS
- Access to patient education resources
- Access to American Heart Association, quality improvement field staff support with expertise in STEMI Systems of Care implementation and regionalization
- Participation in local, regional and/or statewide STEMI Systems of Care task force groups
- Access to regional reports with a minimum of 3 Hospitals having at least 10 STEMI records entered into the system. Hospitals can participate in Blinded and/or Unblinded Regional reports depending on the participating hospital selection.
- Option to submit STEMI-only data
- Optional data collection and analysis for NSTEMI, ACS, and/or low risk populations
- Eligible for national and local recognition for hospital team program achievement
- Qualification for Mission: Lifeline STEMI Accreditation for STEMI Receiving and STEMI Referring hospitals, including generation of accreditation data and reports
- Qualification for Cardiovascular Center of Excellence Accreditation \*
- Collection and generation of Chest Pain Center Accreditation data and reports\*\*
- Opportunity to view Real-Time performance feedback reporting for continuous quality improvement (STEMI and NSTEMI), including patient level drill down features
  - Feedback reports for participating hospitals
  - Feedback reports for participating hospitals to share with referring hospitals\*
  - Feedback reports for participating hospitals to share with EMS agencies\*
- Participation in Mission: Lifeline Regional feedback reports
  - Mission: Lifeline Regional reports used to guide Mission: Lifeline Implementation and Regionalization efforts
- Optional Super-User/third party access to data
  - State Department of Health
  - State Hospital Association
  - Special Initiatives

\*Projected Summer 2018

\*\*Projected 1<sup>st</sup> Quarter 2018

### **What is the cost of Mission: Lifeline®?**

There are no Mission: Lifeline program fees at this time. GWTG-CAD registry annual fees do apply.

### **Required agreements for participation in Mission: Lifeline®?**

- **American Heart Association:**
  - Signed Unified Participation Agreement (including the BAA)
- **Third Party Vendor**
  - Program Participant will execute a separate licensing agreement with Third Party Vendor.
- **Authorized Vendors of the AHA GWTG-CAD**
  - Program Participants that utilize an Authorized Vendor to submit data must have an agreement in place with that vendor. For a full list of vendors authorized by the AHA for GWTG-CAD, please refer to the following link:  
[http://www.heart.org/idc/groups/heart-public/@wcm/@hcm/@gwtg/documents/downloadable/ucm\\_495618.pdf](http://www.heart.org/idc/groups/heart-public/@wcm/@hcm/@gwtg/documents/downloadable/ucm_495618.pdf)

### **Data Submission Requirements**

Program Participant (or Program Participant's vendor authorized by AHA to submit data to GWT-CAD) will be responsible for submitting data to AHA Third Party Vendor through abstractions into technology platform, data upload, Electronic Health Record, Health Information Exchange, web services, or other identified data repository.: Registries approved for Mission: Lifeline submission include, but are not limited to, the following:

- Mission: Lifeline-ACS
  - Get With The Guidelines®- Coronary Artery Disease
- Mission Lifeline®- Stroke
  - Get With The Guidelines®- Stroke

### **Ownership and Access to Data:**

Program Participants retain ownership Individually Identifiable Health Information and Limited Data Sets subject to the rights granted to the AHA Third Party Vendor and AHA in this Agreement and the BAA.

## 2018 GET WITH THE GUIDELINES®- CORONARY ARTERY DISEASE PROGRAM PRICING

- ✓ GWTG-CAD is FREE for **2017!**
- ✓ Enroll by November 1, 2017 to receive a \$500 discount on 2018 annual fees!
- ✓ No additional charge for Chest Pain Accreditation data and reports
- ✓ 50% discount for Critical Access Hospitals
- ✓ 10% discount for Corporate Health Systems enrolling 10 or more sites (*must enroll using the corporate agreement and pay under one invoice*)

The American Heart Association is proud to announce 2018 pricing for Get With The Guidelines-Coronary Artery Disease® (GWTG-CAD). The AHA relaunched it's GWTG-CAD platform in April of 2017 for FREE for the remainder of 2017. Pricing for 2018 is now set! GWTG-CAD includes:

- Mission: Lifeline® Participation, including Regional Reports
- Eligible for recognition in our annual US News & World Report advertisement and Annual Scientific Sessions
- AHA Field Staff consultation as well as staff support for regional committees, workshops and CME.
- The ability to submit data via a vendor authorized by AHA

Select ONE Option for Hospital Enrollment	Early Adopter Discount! Enroll by November 1 <sup>st</sup>	Enroll After November 1 <sup>st</sup>	Select an Option
1. GWTG-CAD – <i>Direct Data entry into GWTG</i> <ul style="list-style-type: none"> <li>• Data entry using streamlined GWG-CAD form</li> <li>• Real-time hospital and regional Mission: Lifeline®Reports via GWTG</li> <li>• Chest Pain Accreditation data and reports.</li> </ul>	<b>\$2,750</b>	<b>\$3,250</b>	<input type="checkbox"/>
2. GWTG-CAD - Certified Vendor data submission* <ul style="list-style-type: none"> <li>• Data entry via Authorized Vendor. Data entered into 3rd party vendor tool and then transmitted to GWTG</li> <li>• Real-time hospital and regional Mission: Lifeline®Reports via GWTG</li> </ul>	<b>\$2,500</b>	<b>\$3,000</b>	<input type="checkbox"/>

<ul style="list-style-type: none"> <li>Chest Pain Accreditation data and reports (additional data entry directly in GWTG-CAD maybe required if data not captured by your vendor).</li> </ul>			
<p><b>3. Static Quarterly Reports</b></p> <ul style="list-style-type: none"> <li>Data submitted via upload by hospital or Authorized Vendor</li> <li>Static PDF Mission: Lifeline® hospital and regional reports provided 3 months after the close of the quarter.</li> </ul>	<b>\$0</b>	<b>\$500</b>	<input type="checkbox"/>

*\*Reduced price to reflect costs vendor may charge for third party data submission. Vendor must be on the Authorized Vendor list to receive this discount. Contact your AHA representative to see if your vendor has applied. Fees may be subject to standard updates on an annual basis.*

*NOTE: GWTG-CAD is priced independent of other GWTG modules. Hospitals receive a multi-module discount for enrollment in more than one of the following GWTG Modules: Stroke, Heart Failure, Atrial Fibrillation and Resuscitation. However, GWTG-CAD is NOT included in the multi-module discount structure for 2018.*

**Learn More**

**Contact your local AHA Quality and Systems Improvement Director or email  
MissionLifeline@heart.org**

**EXHIBIT B****PROGRAM PARTICIPANT CONTACT INFORMATION****PROGRAM PARTICIPANT NAME:** [Enter Facility's legal name](#)**AHA PROGRAM NAME:** [Mission:Lifeline](#)**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

**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.](#)

If additional 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

**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](#)

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

## EXHIBIT C

### BUSINESS ASSOCIATE AGREEMENT

#### Get With the Guidelines®- Coronary Artery Disease

THIS BUSINESS ASSOCIATE AGREEMENT (“BAA”) is entered into by and between the American Heart Association, Inc., a New York not-for-profit corporation ("AHA"), and Program Participant ("Program Participant") identified in the Unified Participation Agreement (“the Agreement”), of which this BAA is exhibit thereto, and made effective as of the effective date (“Effective Date”) of the Agreement). AHA and Program Participant are each a “Party” to this BAA 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 BAA, 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 BAA will have the meaning ascribed to them in the HIPAA Regulations, 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 BAA, Use or Disclose PHI, including PHI in the form of the Limited Data Set, only to authorized recipients for Research, Public Health, or Health Care Operations in accordance with the provisions of the HIPAA Regulations, 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 BAA; 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

#### Confidentiality

AHA recognizes the sensitive and confidential nature of the PHI and LDS, and agrees that such data will be used or disclosed solely as required or permitted under this BAA, and in accordance with Law or as required by Law.

#### Privacy Rule Responsibilities of AHA

AHA agrees to document and make available to Program Participant the information required for the Program Participant to provide an accounting of disclosures as set forth in the Privacy Rule at 45 C.F.R. § 164.528 for uses and disclosures for which an accounting is required. Such records and accounting shall be provided to Program Participant within ten (10) days of a written request from Program Participant and AHA will maintain information necessary to provide an accounting for a period of six (6) years from the date of the disclosure.

AHA agrees to report to the Program Participant as soon as possible but not later than thirty (30) days any use or disclosure of PHI it learns is other than as permitted in this BAA. To the extent applicable, AHA shall also follow this section of the BAA relating to breaches of unsecured PHI.

AHA agrees that, to the extent that it contracts with any agents or subcontractors who will have access to any PHI, it will ensure that the agents or subcontractors agree, in a BAA or Sub-BAA with AHA, to restrictions and conditions on the use or disclosure of PHI at least as stringent as those that apply throughout this BAA with respect to such PHI, agree to the breach notification provisions of this BAA, and agree not to disclose PHI, except as set forth in this BAA and under all applicable Law, in any manner that violates HIPAA, the HITECH Act, HIPAA Regulations and all other Law.

AHA, including its agents and subcontractors, agrees to limit any request, use and disclosure of PHI, to the extent practicable, to the LDS or, if needed, to the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in compliance with the HITECH Act and any regulations or guidance promulgated pursuant thereto. AHA is specifically allowed to access and use PHI for auditing purposes pursuant to the BAA.

Upon instructions from Program Participant, AHA agrees to make PHI regarding a specific Individual available to that Individual as set forth in the Privacy Rule at 45 C.F.R. § 164.524. Within ten (10) business days of a request from an Individual for such access, AHA shall forward such request to Program Participant. Any denials of access to the PHI shall be the responsibility of Program Participant.

Upon instructions from Program Participant, AHA agrees to incorporate any amendments to PHI or to a record regarding an Individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set) provided by an Individual as set forth in the Privacy Rule codified at 45 C.F.R. 164.526. AHA shall provide Program Participant with written notice of an Individual's request for an amendment within ten (10) business days of receipt of such a request. Any approvals or denials of amendment to the PHI shall be the responsibility of Program Participant.

AHA agrees to make its internal practices, books and records relating to the use and

disclosure of PHI, including policies and procedures relating to PHI, received from, or created or received by contracts on behalf of the Program Participant, available to the Program Participant and the Secretary for the sole purpose of compliance determinations as set forth in the Privacy Rules.

AHA and Program Participant agree that the confidentiality provisions of this BAA, shall survive termination of this BAA.

AHA is not prohibited by this BAA from utilizing PHI for its proper management and administration or to carry out its legal responsibilities, if the disclosure is required by Law, or if AHA obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person. AHA will further require that the person to whom PHI is disclosed inform the AHA of any breach of confidentiality or violation of the HIPAA Regulations with respect to that PHI. In such event, AHA will notify the Program Participant of any instances of which it is aware in which the confidentiality of the PHI has been breached or the Privacy Rules were otherwise violated. AHA may also de-identify PHI in compliance with the Privacy Rules, or use or disclose PHI in any other manner consistent with a legally sufficient authorization executed by an Individual regarding that Individual's PHI, including use or disclosure pursuant to research studies in which an Individual has agreed to participate.

AHA may use PHI to report violations of law to appropriate Federal and State authorities consistent with the Privacy Rules.

To the extent AHA has PHI in a Designated Record Set, AHA agrees to provide access, at the request of Program Participant, within ten (10) business days of receipt of a written request from Program Participant, to such PHI, to Program Participant or, as directed by Program Participant, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

AHA agrees to mitigate, to the extent practicable, any material adverse effect that is known to AHA resulting from a use or disclosure of PHI by AHA in violation of the requirements of this BAA.

Within ten (10) business days of receiving a request from an Individual for a restriction on uses and disclosures of PHI, as set forth in the Privacy Rule at 45 C.F.R. § 164.522, AHA shall forward such request to Program Participant. Any denials of restrictions to the PHI shall be the responsibility of the Program Participant. If the Program Participant agrees to a restriction, AHA will be responsible for using and disclosing PHI consistent with that restriction.

With respect to PHI that AHA creates or receives on behalf of the Program Participant, AHA agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by, and subject to the exceptions under the HITECH Act 42 U.S.C. § 17935(d) and any related HIPAA Regulations.

With respect to PHI that AHA creates or receives on behalf of Program Participant, AHA agrees to not make or cause to be made any communication about a product or service that encourages recipients of the communication to purchase or use the project or service as prohibited by, and subject to the exceptions under, the HITECH Act 42 U.S.C. § 17936(a) and any related HIPAA Regulations.

With respect to PHI that AHA creates or receives on behalf of the Program Participant, AHA agrees to not make or cause to be made any written fundraising communication that is a Health Care Operation without provision, in a clear and conspicuous manner, of an opportunity for the recipient to elect not to receive further fundraising communications in accordance with 42 U.S.C. § 17936(b) and any related HIPAA Regulations.

Maintain electronic Limited Data Set in a manner such that AHA cannot easily identify individuals to whom the Limited Data Set pertains, and such that Disclosure of the Limited Data Set could not reasonably result in incidental Disclosure of PHI.

AHA will not attempt to contact such Individuals whom the Limited Data Set pertains, provided that this restriction will not be interpreted to prevent AHA from conducting such activities under the BAA or 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.

The parties agree to promptly negotiate in good faith to execute an amendment to this BAA upon the promulgation of any additional final rules, regulations or guidance by the Secretary as required by HIPAA, the HITECH Act, or other Laws that impose additional obligations on the Parties.

#### **Responsibilities of AHA Regarding Electronic Protected Health Information**

With respect to EPHI, without limiting the other provisions of this BAA, AHA will (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives or transmits on behalf of the Program Participant, as required by the Security Rule; (ii) ensure that any agent, including a sub-contractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it; and (iii) report to Program Participant any successful Security Incident of which it becomes aware as soon as possible but not later than thirty (30) days of becoming aware of such Security Incident.

#### **Responsibilities of AHA Regarding Unsecured Protected Health Information**

**Breach Notification of Unsecured PHI.** With respect to Unsecured PHI, as defined in 45 C.F.R. § 164.402, AHA shall report to the Program Participant any suspected Breach (as defined in the HITECH Act and implementing regulations) discovered by AHA or any agent or subcontractor as soon as possible but not later than thirty (30) days from discovery including any incident that involves an unauthorized acquisition, access, use or disclosure of PHI.. The report must include (or be supplemented on an ongoing basis as information becomes available) with: (i) the identification of all Individuals whose Unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by Program Participant to enable the Program Participant to perform and document a risk assessment in accordance with the HITECH Act and implementing regulations to

determine whether a Breach occurred, and (iii) all other information available to AHA or any agent or subcontractor reasonably necessary to provide notice to Individuals, HHS and/or the media, if necessary.

## 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 shall notify AHA if such changes to its Notice of Privacy Practices affect AHA's permitted or required Uses and Disclosures.
- (iii) Program Participant will ensure on a continuing basis that all Disclosures of PHI and the Limited Data Set 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 and the Limited Data Set to AHA impermissible. Program Participant will notify AHA of any specific or general restrictions on the Use or Disclosure of the Limited Data Set 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 PHI or the LDS 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 BAA, request that AHA Use or Disclose the Limited Data Set for the purposes of Data Aggregation or the management and administrative activities of AHA, as provided for in 45 CFR 164.504(e)(4).

## SECTION 5

### TERM AND TERMINATION

- (a) Term. This BAA will commence as of the Effective Date and will remain in effect unless (i) this BAA is terminated sooner in accordance with either Subsection (b) or (c) of this Section.
- (b) Termination. Either party may terminate this BAA for any reason upon sixty (60) days written notice to the other party. Either party may terminate this BAA if the other party materially breaches any term or condition of this BAA 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 BAA 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 BAA immediately and without any notice.

(c) Termination Permitted Due to Change in Law. This BAA shall terminate immediately in the event that a BAA is no longer applicable or required under the current Law. If on the advice of Program Participant's counsel, Program Participant reasonably determines that the terms of this BAA likely would be interpreted to violate or not comply with any applicable Laws, the parties shall negotiate in good faith to amend the agreement to comply with such Laws. If the parties cannot reasonably agree on such amendment, then this BAA or the relevant portions of such agreement, shall terminate.

(d) Effect of Termination.

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

(ii) AHA shall return or destroy all PHI received from, or created or received by AHA on behalf of the Program Participant that the AHA maintains in any form and retain no copies of such PHI to the extent that such action is feasible and not prohibited by other applicable law. This provision applies to all sub-contractors or agents of AHA who possess PHI on behalf of the AHA pursuant to a written agreement. In the event that AHA has ascertained that the return or destruction of such PHI is not feasible or permissible, AHA agrees to continue to comply with all provisions of this BAA with regard to its uses, storage, and disclosure of such PHI for so long as AHA maintains such PHI.

(iii) Program Participant and AHA agree that if either fails to adhere to any of the provisions set forth in this BAA, as a result, the PHI or Limited Data Set 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.

(iv) The obligations of this Subsection 5(d) will survive any expiration or termination of this BAA.

## **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 this BAA. The Parties' obligations under this Section 7 regarding indemnification will survive any expiration or termination of this BAA.

## SECTION 7

### MISCELLANEOUS

(a) Regulatory References. A reference in this BAA 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) Amendment. This BAA 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 BAA from time to time if necessary for Program Participant and/or AHA to comply with the requirements of HIPAA, 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 BAA, 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 BAA in violation of such law or regulation or adversely affects the Parties' abilities to perform their obligations under this BAA, the Parties agree to negotiate in good faith to amend this BAA so as to comply with such law or regulation and to preserve the viability of this BAA. If, after negotiating in good faith, the Parties are unable to reach agreement as to any necessary amendments, either Party may terminate this BAA without penalty.

(c) Interpretation. Any ambiguity in this BAA will be resolved in favor of a meaning that permits Program Participant and AHA to comply with the HIPAA Regulations. Where provisions of this BAA are different from those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this BAA will control.

(d) Third Party Beneficiaries. AHA and Program Participant agree that Individuals whose PHI is Used or Disclosed to AHA or its Subcontractors under this BAA are not third-party beneficiaries of this BAA.

(e) Waiver. No provision of this BAA 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.

(f) Correspondence. The Parties will send any reports or notices required under this BAA to the addresses set forth in the notice provision of the Agreement.

(g) Assistance in Litigation. AHA shall make itself and any Subcontractors, employees, or agents assisting AHA in the performance of its obligations under this BAA 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 BAA, by AHA, or its Subcontractors, employees, or agents.

(h) Governing Law. To the extent permitted by applicable law, this BAA 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 BAA on the dates set forth below, so that it may take effect as of the Effective Date.

**AMERICAN HEART ASSOCIATION, INC. [PROGRAM PARTICIPANT]**

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

Name: Michele M. Bolles

Title: VP, Quality and Health IT

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

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

Name: [Enter Signatory's Name](#)

Title: [Enter Signatory's Name](#)

Date: [Click or tap 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 <input type="checkbox"/> Actual <input type="checkbox"/> Estimated
Is your facility designated as a Critical Access Hospital?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.
GWTG-CAD Patient Management Tool Questions	Answers
How many Acute Myocardial Infarctions does your hospital have per year?	Enter number <input type="checkbox"/> Actual <input type="checkbox"/> Estimated
What is the status/type of Catheterization Laboratory?	Choose an item.
Participation on Mission: Lifeline Regional Reports Participation in regional reports allows for a group of 3 or more hospitals to be included in a comparison group. Requirements for inclusion of regional reports are available in the Mission: Lifeline Program Summary.	Choose an item.

<p>Please check one or both. Hospitals may participate in more than one regional report.</p> <p>Mission: Lifeline Blinded Regional Report</p> <p>Mission: Lifeline Un-Blinded Regional Reports</p> <p><i>(Checking this box will allow this hospital's participation in a Mission: Lifeline Regional report with the hospital's name being identified among the regional participants. ALL participating hospitals in the region must agree to participating in an un-blinded report for the data to be un-blinded.)</i></p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p><b>Authorized Vendor</b></p> <p>If your hospital is choosing to use an Authorized Vendor, please list the name of the Authorized Vendor herein.</p>	<p>(List name in this box)</p>