

ACTION PUBLIC REPORTING PROGRAM CONSENT FORM

**ADDENDUM TO THE AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION
NATIONAL CARDIOVASCULAR DATA REGISTRY AGREEMENT BY AND BETWEEN THE
AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION AND PARTICIPANT.**

**CONSENT FORM AUTHORIZING AND DIRECTING
THE AMERICAN COLLEGE OF CARDIOLOGY FOUNDATION
TO PUBLICLY REPORT THE RESULTS OF
THE ACTION REGISTRY REPORTING PROGRAM**

_____ (“Participant”) and the American College of Cardiology Foundation (“ACCF”) acknowledge and agree as follows:

1. Participant has entered into an Agreement with ACCF to provide certain aggregate data to ACCF's National Cardiovascular Data Registry (“NCDR”) ACTION Registry® and to receive certain comparative reports from ACCF (the “Agreement”).
2. The data provided by Participant to ACCF under the Agreement includes facility, physician, and patient-level data. Such data shall be referred to herein as the “ACTION Data”. Participant acknowledges that in submitting ACTION Data, it shall comply with the ACTION Registry Core Data Element Documentation. Participant agrees to submit patient-level data in accordance with published data specifications.
3. Participant acknowledges that the results of the ACTION Public Reporting Project (“Project”) will be made publicly available. Such results may include, but are not limited to the following information: Hospital name, Hospital city/state, Hospital aggregated measure data, and Hospital categorical measure performance (i.e. better than registry, same as registry, worse than registry) for the specific measures specified by the Project, which may change from time to time and are identified in the Program Requirements document found in <http://www.ncdr.com/programrequirements>.
4. Participant authorizes and directs ACCF to report the results on public websites which may include, but are not limited to www.Cardiosmart.org and/or the Centers for Medicare and Medicaid Services (“CMS”) Hospital Compare. Participant acknowledges that specific locations where results will be reported may change from time to time and are identified in the Program Requirements document.
5. This Addendum shall be effective for the duration of Participant’s participation in the Project. This Addendum may be terminated by Participant or ACCF upon written notice at any time. Termination of this Addendum shall not constitute a termination of the Agreement, unless otherwise provided by Participant or ACCF.
6. As amended by this Addendum, the Agreement is in all respects ratified and confirmed, and the Agreement and this Addendum shall be read, taken, and construed as one and the same instrument. To the extent any inconsistency exists between the Appendix A Business Associate Agreement which is attached to the Agreement and this Addendum, the terms of such Appendix A Business Associate Agreement shall control. In all respects not inconsistent with the terms of this Addendum, the Agreement is hereby ratified, approved, and confirmed.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Addendum to be executed as of the __ day of _____, 20__:

| PARTICIPANT | ACCF |
|----------------------|---------------------------|
| Participant #: _____ | Signature: _____ |
| Signature: _____ | Name: Barbara Christensen |
| Name: _____ | Title: Senior Director |
| Title: _____ | Date: _____ |
| Email: _____ | |
| Date: _____ | |

Please remit this completed form to the following address:
The American College of Cardiology Foundation
Attn: NCDR Product Support Team
P.O. Box 79406, Baltimore, MD 21279-0231
Or scan and email completed form to:
ncdr@acc.org