This Amendment to the American Association of Cardiovascular and Pulmonary Rehabilitation Outpatient Pulmonary Rehabilitation Registry Participation Agreement Including Business Associate and Data Use Agreement (“Agreement”) as follows:

1. Section 3.2 of the Agreement shall be deleted in its entirety and replaced with the following:

   “Timing of Payment. Participant shall pay the annual fee for participation for each year, in advance. Participant shall pay for the first year of the participation upon receipt of a fully executed Agreement. Thereafter, AACVPR will provide an invoice at least thirty (30) days prior to the end of the Initial or Renewal Term, whichever is applicable. Payment is due on or before June 30, as described in Exhibit B.”

2. Section 6.1 of the Agreement shall be deleted in its entirety and replaced with the following:

   “Term. This Agreement will begin on the later of the signature dates indicated in the signature blocks below (“Effective Date”) and will continue until June 30 of the following year (the “Initial Term”); this Agreement shall automatically renew for additional periods of one (1) year (each, a “Renewal Term”) and will continue until (i) AACVPR provides notice of non-
renewal thirty (30) days prior to the end of the Renewal Term or (ii) terminated under Section 6.2 of this Agreement.”

3. Section 7.5(b) of the Agreement shall be deleted in its entirety and replaced with the following:

“(b) AACVPR agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent Use or Disclosure of PHI by AACVPR or its agents or subcontractors other than as provided for by this Agreement, including Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI that AACVPR creates, receives, maintains or transmits on behalf of Participant. Without limiting the foregoing, AACVPR and/or its subcontractors will, at its own expense, provide the equipment and software services necessary to reasonably protect and safeguard the PHI consistent with industry standards of similarly situated business associates.”

4. Section 7.5(d) of the Agreement shall be deleted in its entirety and replaced with the following:

“(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), AACVPR agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI or EPHI on behalf of AACVPR agree to comply with the same restrictions and conditions that apply to AACVPR through this Agreement, including the implementation of reasonable and appropriate safeguards to protect EPHI and the provisions of Section 7.6 below.”

5. The following shall be added to Section 7.5 of the Agreement:

“(k) To the extent that AACVPR is to carry out one or more of Participant’s obligation(s) under Subpart E of 45 CFR Part 164, AACVPR agrees to comply with the requirements of Subpart E that apply to Participant in the performance of such obligation(s).”

6. Exhibit B of the Agreement shall be deleted in its entirety and replaced with the following:
**AACVPR Outpatient Pulmonary Rehabilitation Registry**

**Exhibit B**

**Program Subscription Fees**

Participants will pay an annual fee based on program size. Subscriptions will be renewable each year by June 30th. Program size is based on the number of Phase 2 patients in the program annually. **If your check is mailed separately from this agreement, this sheet must be included with the check to ensure timely processing.**

Program Name: _______________________________________

Program Address: ______________________________________

Registry Principal User: ________________________________

Please check the appropriate category below:

Payment Received between: May 1 – December 31 – 12 month subscription fee valid through June 30 of following year.

- ☐ Annual enrollment of fewer than 25 patients: $200/ year
- ☐ Annual enrollment of 25-75 patients: $225/ year
- ☐ Annual enrollment of more than 75 patients: $250/ year

Payment Received between: January 1 – April 31 – 18 month subscription fee valid through June 30 of following year.

- ☐ Annual enrollment of fewer than 25 patients: $300/ year
- ☐ Annual enrollment of 25-75 patients: $335/ year
- ☐ Annual enrollment of more than 75 patients: $375/ year

*Subscriber renewal notices will be sent each spring no later than May 1*

7. The Agreement in all other respects is affirmed.

*The remainder of this page intentionally left blank.*

Updated April 2016
AACVPR

By: 
Signature

___________________________
Printed Name

Title: _______________________

Date: _______________________

[INSERT NAME OF PARTICIPANT]

By: 
Signature

___________________________
Printed Name

Title: _______________________

Date: _______________________

Updated April 2016