

**ADDENDUM TO THE MASTER REGISTRY PARTICIPATION
AGREEMENT BY AND BETWEEN THE AMERICAN ACADEMY OF ORTHOPAEDIC
SURGEONS AND PARTICIPANT**

**DATA RELEASE CONSENT FORM AUTHORIZING AND DIRECTING
THE AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS
TO TRANSMIT DATA TO THE BLUE CROSS BLUE SHIELD ASSOCIATION AND/OR ITS
AFFILIATES**

_____ (“Participant”) and the American Academy of Orthopaedic Surgeons (“AAOS”) acknowledge and agree as follows:

1. Participant has entered into a Participation Agreement with AAOS to provide certain data to AAOS’s Registry Program (“Registries”) and to receive certain comparative reports from AAOS (the “Agreement”).
2. The data provided by Participant to AAOS under the Agreement includes office, physician, and patient-level data (“Data”), which can be used to calculate performance metrics (the “Metrics”). The Participant, in submitting Data, has agreed to comply with the core data element documentation, as described more fully in the Agreement, and as updated from time to time.
3. Participant acknowledges that it has been informed that AAOS and the Blue Cross Blue Shield Association (“BCBSA”) have entered into an agreement, the purpose of which is to allow registry participants the option to send their site-level (and physician-level, if agreed to below) Metrics to BCBSA for the purposes of its Blue Distinction Designation (the “Program”). .
4. Participant agrees that it has opted to participate in the Program, and directs that the Metrics needed to participate in Program for sites and for eligible physicians that have provided consent shall be extracted, formatted, and submitted by AAOS to BCBSA, along with de-identified Registries benchmarks as applicable. Participant agrees that AAOS shall not make final determinations for Program.
5. Participant represents and warrants that the physicians whose data may be provided under the terms of this Addendum are listed in Appendix A (“Eligible Physicians”) and have consented to and opted into participating in the Program, and have authorized Participant to sign this Addendum on their behalf. If an Eligible Physician has not authorized Participant to sign on their behalf, but the Eligible Participation wishes to direct AAOS to submit physician-level Metrics to Program, Participant must notify AAOS immediately, and the Eligible Physician will be required to sign this Addendum directly.
6. Participant represents and warrants that it has entered or will enter into an appropriate agreement or consent with Program, as may be required. Participant further understands and agrees that BCBSA is exclusively responsible for its use of the Metrics and the conduct of Program, and Participant acknowledges that AAOS is not responsible for and may not be held liable for the same. AAOS’s exclusive responsibility with respect to the Metrics under this Addendum is to transmit the same to BCBSA on behalf of Participant as described herein.
7. Participant authorizes and directs AAOS, as Participant’s business associate, to create the Metrics for BCBSA and to extract, format, and submit Metrics for Program, for the purposes described above.
8. Participant warrants and represents that it is submitting at least the Program-required minimum measure-eligible Data and that the data is true and accurate to the best of its knowledge.

9. Participant agrees to indemnify, defend, and hold harmless AAOS and its independent data warehouse service provider (if any) from and against any and all third-party claims, costs and expenses (including attorneys' fees and expenses), demands, actions and liabilities of every kind and character whatsoever arising or resulting in any way from Participant's breach of its obligations under this Agreement, absent the gross negligence or willful misconduct of AAOS. All of the foregoing rights of indemnification shall apply to any expenses incurred by AAOS and any independent data warehouse service provider in defending themselves, respectively, against any claims including, but not limited to, claims of gross negligence or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such party seeking indemnification has committed gross negligence or willful misconduct.

10. This Addendum shall be effective for the duration of Participant's participation in the Program and participation in the AAOS Registries. This Addendum may be terminated by Participant or AAOS upon written notice at any time. Termination of this Addendum shall not constitute a termination of the Agreement, unless otherwise provided by Participant or AAOS. Termination of Participant's participation in the Registries will terminate any obligation for AAOS to send Metrics to BCBSA.

11. 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 Addendum 1 to the Agreement (Business Associate Contract and Data Use Agreement) and this Addendum, the terms of this Addendum shall control. In all respects not inconsistent with the terms of this Addendum, the Agreement is hereby ratified, approved, and confirmed.

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

<p>PARTICIPANT</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>AAOS</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>ELIGIBLE PHYSICIAN (if applicable)</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	

APPENDIX A
ELIGIBLE PHYSICIANS

<u>PHYSICIAN NAME</u>	<u>PHYSICIAN CONTACT INFORMATION</u>	<u>NPI</u>