



## COLLABORATIVE INNOVATION AND IMPROVEMENT NETWORK (COIIN) PARTICIPATION AGREEMENT

**THIS PARTICIPATION AGREEMENT** is entered into by the Institution set forth below (“Participant”) and United Network for Organ Sharing (“UNOS”), and provides as follows:

**WHEREAS**, UNOS, as the contractor for the operation of the Organ Procurement and Transplantation Network (“OPTN”), will implement the OPTN/UNOS Collaborative Innovation and Improvement Network Pilot Program (“COIIN Pilot Program”) containing institutions that desire to promote performance improvement and effective practices through collaborative learning utilizing the Program.

**WHEREAS**, the parties recognize that there are unique concerns related to compliance with applicable Policies and Bylaws generally applicable to institutions that perform transplantations. To provide for these unique concerns, UNOS has developed separate Collaborative Innovation and Improvement Network Pilot Program Application and Operational Guidelines (“Operational Guidelines”), which Participant must agree to abide as a condition for participation in the COIIN Pilot Program.

**WHEREAS**, the Participant has read the Operational Guidelines and has demonstrated an interest and intent in collaborating on, participating in, and contribute to the COIIN Pilot Program.

**NOW THEREFORE**, in consideration of the Participant’s being included in the COIIN Pilot Program, the parties agree as follows:

1. **Agreement**: By executing this Participation Agreement, Participant hereby agrees to abide by the Operational Guidelines, a copy of which has been made available to Participant and which are incorporated herein by this reference. The time period of the obligations undertaken through this Participation Agreement shall be the duration of the COIIN Pilot Program. Participants can terminate its participation in the COIIN Pilot Program upon 90 days written notice to UNOS.
2. **Review and Compliance**: Participant acknowledges and agrees that the COIIN Executive Team may review any potential violations of the Operational Guidelines. In the case of a finding of any patient safety concerns identified through other focused areas of review by the OPTN/UNOS Membership and Professional Standards Committee (MPSC), Centers for Medicare and Medicaid Services (CMS) or any other regulatory agency, or material non-compliance with the Operational Guidelines, the Participant shall be removed from participation in the COIIN Pilot Program for the duration of the COIIN Pilot Program and will return to the current OPTN/UNOS Membership and Professional Standards Committee (MPSC) performance outcomes review process. “Material non-compliance” shall be determined in the sole discretion of the COIIN Executive Team. Any such finding of material non-compliance after providing reasonable notice and an opportunity to be heard by the Participant on the issue, shall be final and unappealable.

3. Authority. The undersigned represents that he or she has the full authority to execute this Agreement on behalf of the Participant for whom they are signing, and acknowledges that UNOS is relying on such representation in granting the Participant access to the COIN Pilot Program.

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: Executive Sponsor

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: Program Sponsor

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: Kidney Program Director  
(If not previously designated/can be a duplicate)

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: OPO Executive Sponsor