

LTC Trend Tracker™

Your Gateway to Performance Improvement

Acceptance Agreement

By clicking “I Agree” below, you are agreeing, on behalf of your individually-owned member facility organization / multi-facility member organization, to comply with and be bound by the terms and conditions set forth below and such other provisions as are provided in the Terms of Use Agreement

(http://www.ahcancal.org/about_ahca/Pages/TermsandConditions.aspx) (the “Terms of Use”) and Privacy Policy (http://www.ahcancal.org/about_ahca/Pages/NewPrivacyPolicy.aspx), both of which are accessible on each of our Websites and are incorporated herein by reference. Capitalized terms that are not defined below shall have the definitions ascribed to them in the Terms of Use. Any discrepancies between the terms below and those set forth in the Terms of Use shall be decided in favor of the Terms of Use. We, the American Health Care Association, may be referred to herein as “AHCA”, “we”, “us” or “our”, while you, the user, shall be referred to herein as “you”.

1. Use of our proprietary LTC TREND TRACKER™ data collection and reporting/benchmarking tool (the “LTCTT”) and related Websites (the LTCTT and Websites, collectively, the “AHCA Properties”) are available only to individuals or entities that can enter into legally binding contracts under applicable law.
2. As a user of the AHCA Properties, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the same and associated content in accordance with this Agreement. AHCA may terminate this license at any time for any reason. No part of the AHCA Properties or any Content contained therein or appurtenant thereto may be reproduced by you in any form or incorporated into any information retrieval system, electronic or mechanical, excluding: (i) content contributed solely by you, and/or (ii) Content which is produced by the LTCTT and made available to member organizations in both an anonymous and aggregate form. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the all or any portion of the AHCA Properties without our express prior written consent. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the AHCA Properties, and you may not take any action that imposes an unreasonable or disproportionately large load on AHCA’s infrastructure. Your right to use the AHCA Properties is not transferable.
3. You acknowledge and agree that: (i) the various databases contained within the AHCA Properties, as well as the data therein which is contributed by the member organizations, may be used by us as part of our policy analysis and development initiatives in connection with the AHCA’s advocacy and lobbying efforts in the area of long term care, (ii) we may use the same data for customer support and security purposes, and (iii) we may provide limited access to both the data and the AHCA Properties, themselves, to select third party consultants solely for technical support and maintenance purposes.
4. Access to certain areas of the AHCA Properties, including the LTCTT, is controlled and monitored by us through the use of authorized user accounts and passwords. You will be prompted to create a user account and designate a password in order to utilize these areas. You will also be required to designate, in writing, an account administrator to be responsible for your account, including the assignment of privileges and reporting of unauthorized users. There is no limit on the number of persons within each member organization who may be given access to the LTCTT. Your account administrator shall be required to keep user information current and accurate, and shall also have control over the creation and termination of user accounts/access. The account administrator shall only be required to notify AHCA if he/she suspects fraud, a breach of the terms and conditions herein or any other wrongdoing in connection with the AHCA Properties.
5. Each member organization’s data submissions to the AHCA Properties are the property and confidential information of such organization, and no other member organization will have access to such information.

6. You agree and acknowledge that your member organization's right to use the AHCA Properties is contingent on its regular submissions of the specified data that is described in the AHCA Properties (e.g., facility-level monthly Medicare days by RUG category), which may change from time to time. Although you represent to us that data submitted to the AHCA Properties will, at all times, be current, accurate and complete, you will immediately notify us in writing upon discovery of any errors associated with such materials. Regular monthly submission of the specified data is a condition to your ongoing use of the LTCTT and other features within the AHCA Properties. Member organizations that fall behind in their mandatory monthly submissions by more than 90 days or fail to make their monthly submissions on more than two (2) occasions in any twelve (12) month period may have their access suspended and/or terminated by AHCA.

7. The AHCA Properties are the sole and exclusive property of AHCA and/or its licensors and is protected under the intellectual property laws of the United States, as well as any foreign laws, regulations and international treaties that apply.

8. You may not alter, delete, obscure or conceal any copyright or other notices applicable to the AHCA Properties, impair or attempt to circumvent or alter any digital rights management or other technology, nor use the AHCA Properties and/or the AHCA Services in violation of this Agreement or any laws or regulations.

9. You may not engage in any activity that: could or does constitute criminal or tortious activity or otherwise violates the law or the rights of another; is or could be defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented or explicit, threatening, harassing, or illegal or that infringes or violates another's rights (e.g., intellectual property rights; rights of privacy or publicity); interferes with or disrupts the AHCA Services or anything connected with the AHCA Services and/or the AHCA Properties, including any digital rights management, intellectual property, advertisements, promotions or security; or results in the dissemination of any software virus, program or code, file or material designed interrupt, disrupt, destroy or limit any features, functions or operations of our or anyone else's equipment, programs, communication or other resources or facilities.

10. The AHCA Services are intended to comply with 45 CFR 160 and 164 with respect to personally identifiable health information. You should not submit, in the form of a Posting or otherwise, on any portion of the AHCA Properties any patient-identifiable information. We may, however, use and make available to other users and member organizations data submitted by you for research and general-informational purposes, as described above. AHCA reserves the right, in its sole discretion, to require you and each of its other member organization, as applicable, to execute business association agreements, if such instruments become necessary for AHCA's compliance with applicable laws, including 45 CFR 160 and 164. Your failure to enter into such agreement may result in AHCA suspending and/or terminating your access to the AHCA Properties and/or Services.

11. The AHCA Properties and Services are provided on an "as is" and "as available" basis. All warranties, whether express or implied are disclaimed to the fullest extent permissible pursuant to applicable law (including, but not limited to, the disclaimer of any warranties of merchantability, non-infringement of intellectual property and/or fitness for a particular purpose).

12. We hereby disclaim any and all liability for harm resulting from downloading or accessing any Content or data through the AHCA Properties including, without limitation, harm caused by viruses, worms, Trojan houses or inaccurate data submitted by other member organizations. In addition, there are no third party beneficiaries hereto. No advice or information, whether oral or written, obtained by you from AHCA or through or from the AHCA Properties, Content and/or Services shall create any warranty not expressly stated herein. AHCA does not and cannot control the performance of third parties, or any possible impairment or disruption of its AHCA Properties and/or Services caused by such third parties.

13. If you have a dispute with us or are dissatisfied with our Services and/or the AHCA Properties, termination of your use thereof is your sole right and exclusive remedy, even if that right or remedy is deemed to fail of its essential purpose. You agree we have no other obligation, liability or responsibility to you or any other party arising from your use of the Websites. Under no circumstances do we have any obligation to refund any monies you paid us.

14. The Websites may provide links to other Internet websites and/or resources. Because AHCA has no control over such third-party websites and/or resources, you hereby acknowledge and agree that AHCA is not responsible for the availability of such third party websites and/or resources. Furthermore, AHCA does not endorse, and is not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.