

American Heart Association /American Stroke Association Get With The Guidelines (GWTG) Program

**Patient Management Tools for
Stroke and Heart Failure**

Instructions for enrolling in Get With The Guidelines Program

1. Print out **two (2)** copies of the Participating Hospital Agreement (PHA).
2. Fill in the name of your hospital on the first page of the PHA.
3. Select the module(s) in which your hospital wishes to participate on page 9 of the PHA.
4. Sign and date **two (2)** copies of the PHA on page 5.
5. Complete the Comparison Group Placement Questionnaire. Be sure to designate your hospital's primary contact person.
6. Complete the Invoicing Information Sheet. Be sure to designate your hospital's invoicing contact person.
7. Mail **two (2)** copies of the complete PHA (including all 9 pages of the PHA, the Invoicing Information Sheet, and the Comparison Group Placement Questionnaire) to Outcome:

Outcome
Attn: AHA/ASA GWTG Program
201 Broadway
Cambridge, MA 02139

Once Outcome has executed your contract, Outcome will return a copy of the fully-executed PHA (including a copy of the limited data set elements) to your hospital's primary contact person. After executing the contract, Outcome will activate your online account and contact your hospital's primary contact person to schedule a teleconference training session for the Patient Management Tool(s). The teleconference sessions last approximately 45 minutes.

Please direct any questions to Outcome at 888-526-6700 or via email at support@outcome.com.

Patient Management Tool
Comparison Group Placement Questionnaire

Please answer the following questions (if applicable to your program) and return this Questionnaire with your Participating Hospital Agreement (PHA). Your answers will allow us to place you in appropriate benchmarking groups for your own aggregate comparison report purposes, once you are fully contracted for the appropriate Patient Management Tool.

General Questions	Answers
What state is your hospital located in? <i>(Please write out state name)</i>	_____
Total number of beds in your hospital?	# _____ <input type="checkbox"/> Actual <input type="checkbox"/> Estimated
Is your hospital an Academic hospital? <i>(i.e., Are residents involved in patient care?)</i>	Yes <input type="checkbox"/> No
If your facility is NOT a hospital, it is a... (circle appropriate response)	Long Term Acute Care Site Skilled Nursing Facility Rehab Center
Stroke Patient Management Tool Questions	Answers
How many Ischemic Stroke discharges does your hospital have per year?	# _____ <input type="checkbox"/> Actual <input type="checkbox"/> Estimated
Heart Failure Patient Management Tool Questions	Answers
How many HF discharges does your hospital have per year?	# _____ <input type="checkbox"/> Actual <input type="checkbox"/> Estimated
Are heart transplants performed at your hospital?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are PTCA and Cardiac Surgery performed at your hospital?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Hospital Primary Contact Person:

Print Name: _____

Title: _____

Hospital: _____

Phone: _____

e-mail: _____

If you are sending this Questionnaire separately from the PHA, please mail to: Outcome, 201 Broadway, Cambridge, MA 02139, Attn: AHA/ASA GWTG Program

Or, please fax to: 617-621-1620, Outcome, Attn: AHA/ASA GWTG Program, Phone: 888-526-6700

Patient Management Tool
Invoicing Information Sheet

Hospital Invoicing Contact Person:

Print Name: _____

Title: _____

Hospital: _____

Address: _____

Phone: _____

e-mail: _____

Fax: _____

Please Check Desired Payment Preference (√)
<input type="checkbox"/> Check enclosed
<input type="checkbox"/> Purchase order number: # _____
<input type="checkbox"/> Credit card information: # _____ Expiration Date: _____ <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Name & billing address for credit card (if different from above): _____
<input type="checkbox"/> Please contact Hospital Invoicing Contact Person above for credit card billing information
<input type="checkbox"/> Please send invoice to Hospital Invoicing Contact Person listed above, via: <input type="checkbox"/> Postal Mail <input type="checkbox"/> e-mail

You may also directly contact Outcome with credit card billing information at: 888-526-6700.

If you are sending this Information Sheet separately from the Participating Hospital Agreement, please mail to: Outcome, 201 Broadway, Cambridge, MA 02139, Attn: AHA/ASA GWTG Program

Or, please fax to: 617-621-1620, Outcome, Attn: AHA/ASA GWTG Program, Phone: 888-526-6700

PARTICIPATING HOSPITAL AGREEMENT

This Participating Hospital Agreement (this “Agreement”) is made and entered into as of this ____ day of _____, 20__ (the “Effective Date”) by and between Outcome Sciences®*, Inc. d/b/a Outcome (“Outcome”) and _____ (the “Hospital”) for the furnishing of information services as provided by Outcome, including the program(s) described in Exhibit A attached hereto, and incorporated herein for all purposes (the “Service”).

For good and valuable consideration, Hospital desires to become a user of the Service under the following terms and conditions.

I. Use of the Service

A. Usage. Hospital agrees to disclose to Outcome Hospital data in the form of the limited data set elements specified in Exhibit B (“Limited Data Set”). The Limited Data Set constitutes a “limited data set” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Privacy Rule promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”). Hospital is solely responsible for creating, managing, editing, reviewing, deleting, and otherwise controlling the content of messages or information in connection with the Service. Outcome gives Hospital complete discretion over the content to be accessed or distributed in connection with the Service. Outcome has no obligation, and undertakes no responsibility to determine whether any such content may give rise to liability to third parties. If Outcome believes in its sole discretion that any Hospital use of Service may create liability for Outcome, Outcome will first bring notice of such usage to Hospital in a timely manner, and provide Hospital with a reasonable opportunity to cure. Outcome may then take any actions that Outcome believes are prudent to minimize Outcome’s potential liability, if Hospital fails to cure within a reasonable period of time. All persons designated by Hospital to use the Service are authorized to access the Limited Data Set (“Authorized Persons”). Any unauthorized use of the Service or unauthorized access to the Limited Data Set by Hospital, Authorized Persons, or other persons who are not Authorized Persons, or unauthorized use of the Service allowed by Hospital, Authorized Persons, or other persons who are not Authorized Persons, shall constitute a breach of this Agreement.

B. Access to the Service. Access to the Service from the remote equipment of Hospital will be by identification number(s) and password(s), which must be assigned and validated by Outcome prior to the use of the Service. Once assigned and validated, the use and confidentiality of such number(s) and password(s) are the responsibility of Hospital. Outcome will endeavor to make access available to Hospital 24 hours per day, 7 days per week, except for regularly scheduled downtime periods. However, Outcome does not warrant that the Service will be uninterrupted, reliable, or suitable for a particular purpose. Outcome reserves the right unilaterally to change its availability policy from time to time.

C. Support. Hospital agrees to designate a single point of contact and up to two alternates to interact with Outcome directly for technical questions and support. Telephone support will be available to Hospital from 9:00 a.m. to 6:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays.

D. Payment Terms. Hospital shall pay fees to Outcome during the term of this Agreement in accordance with the Rate Sheet set forth on Exhibit C attached hereto. The listed fees do not include federal, state, or local taxes. Hospital shall be responsible for and agrees to pay in full any and all taxes resulting from this Agreement or any activities under this Agreement, except for taxes based on Outcome’s income.

E. Rights in the Service. Title, ownership rights, and intellectual property rights in and to the Service including without limitation derivative works, compilations, or collective works thereof and all related technical know-how and all rights therein are and shall remain the exclusive property of Outcome or its suppliers/licensors. If suggestions made by Hospital are incorporated into subsequent versions of the Service, Hospital hereby assigns to Outcome all rights Hospital may have in and to any suggestions concerning the Service that Hospital communicates to Outcome. Hospital acknowledges that the Service in source code form remains a confidential trade secret of Outcome and/or its suppliers/licensors. Hospital shall not take any action to jeopardize, limit or interfere in any manner with Outcome’s or its suppliers/licensors’ ownership of or rights with respect to the Service. Hospital warrants, represents and agrees that Hospital, its employees, agents and/or subcontractors shall not: (1) modify or create derivative works of the Service, or (2) reverse engineer, decompile, reverse translate, or in any way derive

* Outcome Sciences is a registered mark and all references to it are subject to all rights in that mark.

source code or trade secrets from the Service. Hospital acknowledges Outcome's or its suppliers/licensors' ownership of all copyright, trademark, patent, and other intellectual property associated with the Service and shall do nothing to interfere with such rights. All reference data and content provided by Outcome shall remain the sole property of Outcome or its licensors, as the case may be. Except for the rights expressly granted to Hospital hereunder, Outcome reserves for itself all other rights in and to the Service. Resale of the Service by Hospital to other individuals or organizations is prohibited.

F. Obligations of Hospital. Hospital represents, warrants and agrees that: (1) Hospital shall not copy, publish or distribute content in connection with the Service that infringes any trademark, copyright, patent, trade secret, publicity, privacy or other personal or proprietary right; and (2) Hospital (including any subsidiaries or affiliates) shall use the Service in compliance with all federal, state, local laws, as well as international laws which might impact its right to import, export or use the Service including, without limitation, prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, other offensive messages, or otherwise unlawful material. Hospital agrees to indemnify and hold harmless Outcome, its affiliates, its contractors and licensors, their officers, directors, employees and agents from and against any liability and costs incurred in connection with any claim arising out of any breach by Hospital of the representations, warranties and agreements contained in this Section I.

II. Ownership and Rights in Data

A. Rights of Hospital in Data. All information relating to Hospital patients and all Hospital patient data shall be the exclusive property of Hospital, subject to the rights, if any, of Hospital's patients in individually identified or identifiable information, and subject to the rights granted to Outcome in this Agreement. To the extent permitted by law, all data that are: (1) generated by Hospital in the processing or reporting of patient encounters, and (2) contained in files of Outcome applications implemented and operated by Hospital, shall be owned by Hospital.

B. Rights of Outcome in Data. Outcome shall have the right to use and disclose the Limited Data Set in accordance with this Agreement, HIPAA, the Privacy Rule, and applicable state law requirements. Such use and disclosure shall include, but not be limited to, disclosure of the Limited Data Set to the American Heart Association ("AHA") and the American Stroke Association ("ASA") pursuant to a Data Use Agreement by and between Outcome and AHA/ASA. Without limiting the generality of the foregoing, Outcome also shall have the right to compile and distribute data sets, statistical analyses and reports utilizing aggregated data derived from the Limited Data Set obtained from Hospital, and the data obtained from other Outcome subscribers and other sources, to the extent permitted by the Privacy Rule and applicable state law, including where such data is de-identified in accordance with the requirements of 45 C.F.R. §164.514(b) ("De-identified Data"). De-identified Data shall not identify Hospital (without Hospital's approval) or any physician, employee, member of the medical staff or patient of Hospital. The use and disclosure of De-identified Data shall not be subject to the terms and conditions of this Agreement. Hospital hereby grants to Outcome a license to use the Limited Data Set in accordance with this Agreement and to use the De-identified Data in and with respect to comparative data products and related services provided by Outcome to Hospital and other customers. Such licenses specifically include the right of Outcome to sublicense the Limited Data Set pursuant to a data use agreement, and to sublicense De-identified Data in and with respect to comparative data products and related services provided by Outcome to its customers, including Hospital. Outcome and Hospital agree that the rights and licenses granted to Outcome in this Agreement are nonexclusive, irrevocable, perpetual and royalty-free. The terms and provisions of this Section II shall survive the expiration or termination of this Agreement for any reason.

III. Confidentiality

A. Protected Health Information. The parties acknowledge that the data Hospital provides to Outcome under this Agreement may constitute Protected Health Information subject to the requirements of HIPAA and the Privacy Rule. Outcome agrees to use and/or disclose Hospital data that involves Protected Health Information only as permitted or required by this Agreement or as otherwise required by law and, notwithstanding any other provision of this Agreement, Outcome shall not use or disclose Protected Health Information obtained pursuant to this Agreement in a manner that would violate state or federal law.

B. Limited Data Set. Hospital agrees to disclose to Outcome the Limited Data Set: (1) for health care operations (as that term is defined in 45 C.F.R. 164.501) purposes of Hospital, including, but not limited to, quality improvement and technical support of the Service, (2) for research use by Outcome, and (3) for disclosure to

AHA/ASA for research and health care operations use pursuant to a Data Use Agreement by and between Outcome and AHA/ASA (collectively, the “Authorized Purposes”). Outcome agrees to use and disclose the Limited Data Set only for the Authorized Purposes, and not to use or disclose the Limited Data Set in a manner that would violate the Privacy Rule if the use or disclosure was made by Hospital.

C. Use and Disclosure of Limited Data Set. Outcome may use and disclose the Limited Data Set only as permitted under the terms of this Agreement or as permitted by law, but shall not otherwise use or disclose the Limited Data Set and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose the Limited Data Set in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Hospital. Outcome agrees not to use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set and further agrees not to contact any such individual. Outcome shall limit the use or receipt of the Limited Data Set to the individuals employed or engaged by Outcome or AHA/ASA who need the Limited Data Set for the performance of the Authorized Purposes.

D. Minimum Necessary Information. Outcome represents that, to the extent Outcome requests Hospital to disclose Limited Data Set data to Outcome hereunder, such a request will only be for the minimum data necessary to accomplish the Authorized Purpose of the request.

E. Safeguards Against Misuse of Information. Outcome will use appropriate safeguards to prevent the use or disclosure of the Limited Data Set, other than as permitted under this Agreement or by law.

F. Reporting of Disclosures of Protected Health Information. Outcome shall, within fifteen (15) days of becoming aware of any use or disclosure of the Limited Data Set in violation of this Agreement by any of its officers, directors, employees, contractors or agents or by a third party to which Outcome discloses the Limited Data Set pursuant to Section G below, report to Hospital any such disclosure.

G. Agreements by Third Parties. Outcome shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to the Limited Data Set through Outcome, pursuant to which such agent or subcontractor shall agree to be bound by the same restrictions, terms and conditions that apply to Outcome under this Agreement with respect to the Limited Data Set.

H. Notice of Request for Data. Outcome agrees to notify Hospital within five (5) business days of Outcome’s receipt of any request for production or subpoena of the Limited Data Set in connection with any governmental investigation or governmental or civil proceeding. If Hospital decides to challenge the validity of or assume responsibility for responding to such request or subpoena, Outcome shall cooperate fully with Hospital in connection therewith.

I. Termination Upon Privacy Breach. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by Hospital upon five (5) business days prior written notice to Outcome in the event that Outcome breaches any provision of this Section III and such breach is not cured within such five (5) business day period.

J. Effect of Expiration or Termination. The terms and provisions of this Agreement that protect Protected Health Information in the Limited Data Set shall survive expiration or termination of this Agreement and the Limited Data Set shall thereafter only be used or disclosed for Authorized Purposes.

K. Hospital Obligations. Hospital hereby agrees: (1) to inform Outcome of any changes in the form of notice of privacy practices (the “Notice”) that Hospital provides to individuals pursuant to 45 C.F.R. §164.520, and to provide Outcome a copy of the Notice currently in use; (2) to notify Outcome, in writing and in a timely manner, of any arrangements permitted or required of Hospital under 45 C.F.R. Parts 160 and 164 that may impact in any manner the use and/or disclosure of the Limited Data Set by Outcome under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by Hospital; (3) to notify Outcome, in writing and in a timely manner, of any statute, regulation, administrative, or judicial ruling pertaining to Hospital, including but not limited to federal and state provisions that require Outcome to protect the confidentiality, privacy and/or security of individual health information; and (4) that Outcome may make any use and/or disclosure of Protected Health Information permitted under 45 C.F.R. § 164.512.

IV. Limitations of Liability

A. No Liability for Loss or Damage. Outcome will not be responsible for any loss or damage Hospital suffers through the use of the Service. Use of any information obtained via the Service is at Hospital's own risk. Outcome makes no warranties, express or implied, regarding the reference material or coding material, including without limitation, coding information, algorithms, prescription information, allergy information and drug interaction information ("Coding Material"), included in the Service. Hospital acknowledges that Outcome is not liable for any errors or interruption of the Service. Under no circumstances shall Hospital hold Outcome responsible for any form of damages or loss suffered from, but not limited to errors, delays, loss of information, or interruptions of Service caused by Hospital, or a third party's negligence, fault, misconduct or failure to perform. Hospital understands that the Service may be temporarily unavailable for scheduled or unscheduled maintenance.

B. Exceptions and Limitations of Liability. The parties agree that Outcome shall not under any circumstances be held responsible or liable for situations where the data stored or communicated through the Service are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to Outcome at the time) which may exist in the network or the Service and its components. Outcome does not warrant that the Service will be error-free nor does Outcome make any warranty as to the results to be obtained from the use of the Service. THE SERVICE AND ITS COMPONENTS, INCLUDING ALL REFERENCE MATERIAL AND CODING MATERIAL, ARE PROVIDED AND DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FOR A PARTICULAR PURPOSE. OUTCOME SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR SOFTWARE OR OUT OF ANY BREACH OF ANY WARRANTY INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ACTS OF GOD. Hospital is responsible for installation, maintenance and performance of its equipment and software, and for telephone communication necessary to transmit data between its equipment and the Service. Hospital shall frequently print, and/or periodically download an electronic version of, the Limited Data Set and any other information provided by Hospital. Hospital shall take all reasonable and customary security precautions and measures to ensure proper safeguarding of information created, used, maintained and transmitted in connection with the use of the Service. IN NO EVENT WILL OUTCOME BE LIABLE TO HOSPITAL OR ANY THIRD PARTY IN AN AGGREGATE AMOUNT GREATER THAN THE AMOUNT OF FEES THAT OUTCOME RECEIVES FROM HOSPITAL UNDER THIS AGREEMENT.

The terms and conditions of this Section IV shall survive the expiration or termination of this Agreement for any reason.

V. Termination

This Agreement shall remain in full force and effect from the Effective Date until December 31 of the current year (the "Initial Term") at the annual fees listed in Exhibit C. In the event that the Initial Term is for a period of less than one (1) year, then Hospital shall pay a prorated portion of the annual fees (for example, if the Initial Term commences on December 1, then Hospital shall pay 1/12 of the annual fees listed in Exhibit C for the Initial Term). After the Initial Term, this Agreement shall automatically renew for additional periods of one (1) year, at the then-current annual fees, unless either party shall give the other party sixty (60) days prior written notice of termination. Either party may terminate this Agreement upon fifteen (15) days prior written notice in the event the other party materially breaches this Agreement and such breach is not cured within such fifteen (15) day period. Upon any such expiration or termination Hospital shall immediately cease use of the Service, and cease use of any materials related to the Service. Outcome's right to use and disclose the Limited Data Set for the Authorized Purposes shall survive any expiration or termination of this Agreement. Outcome's right to use and disclose De-identified Data as permitted in this Agreement shall survive any expiration or termination of this Agreement and shall not be subject to the restrictions on the use and disclosure of Protected Health Information set forth in this Agreement. In no event shall any amount paid by Hospital to Outcome pursuant to this Agreement be refunded.

VI. Miscellaneous

This Agreement is and shall be governed by the laws of the Commonwealth of Massachusetts. These terms and conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any purchase order or other document submitted by or on behalf of Hospital. Neither party shall amend this Agreement without the prior, written approval of the other party. Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in Suffolk County, Massachusetts, under the auspices of the American Arbitration Association, with the losing party paying all costs of arbitration. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. Both parties have had the opportunity to be represented by counsel and to negotiate the terms and conditions of this Agreement; accordingly, this Agreement shall not be construed against a party because such party or its counsel drafted the Agreement or the provision that is at issue. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. The relationship between Outcome and Hospital is that of independent contractors and neither Hospital nor its agents shall have any authority to bind Outcome in any way. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HOSPITAL

OUTCOME SCIENCES, INC.

D/B/A OUTCOME

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

Address: 201 Broadway

Cambridge, MA 02139

Date: _____

Date: _____

A duly authorized agent of
HOSPITAL

A duly authorized agent of
OUTCOME SCIENCES, INC.
D/B/A OUTCOME

EXHIBIT A
PROGRAMS

This Exhibit A sets forth additional terms to the Agreement in connection with the American Heart Association and the American Stroke Association Programs and is a part of and incorporated into the Agreement for all purposes.

1. **AHA/ASA Programs:** “Get With The Guidelines -- Heart Failure (“GWTG-HF”) and “Get With The Guidelines -- Stroke” (“GWTG-Stroke”) are programs (“Programs”) of the American Heart Association (“AHA”) and the American Stroke Association (“ASA”) respectively, designed to expand the use of the AHA/ASA’s patient care guidelines and programs for heart failure, and stroke in hospitals. Programs goal is to reduce the incidence of cardiovascular, heart failure, and stroke events and death by enhancing the quality of hospital care. Programs may also assist hospitals in complying with accreditation requirements for The Joint Commission (TJC) and other organizations. “Guidelines” refer to AHA/ASA’s published guidelines for primary and secondary prevention of heart failure, and stroke. “Programs Data Tool” refers to a web page that collects data in a standard format, sends the data to the Programs Database and generates reports and other materials, and the Programs Data Tool will reference Guidelines. “Programs Database” refers to a data file created from the data, records and information collected by Outcome through the Programs Data Tool from Hospital. The Programs Database is maintained by Outcome and will include information on individual patients in the form of a Limited Data Set, in accordance with Section III of this Agreement, which Programs Database will include demographics, admitting diagnosis, date of admission, and critical intervention times as well as variable information such as individualized problem lists, cardiopulmonary interventions, drugs administered, monitoring technologies and other information. Outcome offers Hospital use of the Programs Data Tool and maintenance of the Programs Database as part of the Service provided pursuant to this Agreement.

2. AHA/ASA shall have the right to use and disclose the Limited Data Set for research and health care operations purposes in accordance with the terms of this Agreement and the Data Use Agreement by and between Outcome and AHA/ASA.

3. HOSPITAL GRANTS OUTCOME THE AUTHORITY TO DISCLOSE TO LIMITED REPRESENTATIVES OF AHA/ASA THE NAME OF HOSPITAL FOR PROJECT MANAGEMENT AND AHA/ASA PERFORMANCE RECOGNITION PROGRAMS, AS WELL AS TO COMMUNICATE REGARDING THE GWTG PROGRAMS AND OTHER AHA INITIATIVES. AHA/ASA WILL REQUIRE THAT ITS REPRESENTATIVES WITH ACCESS TO THE LIMITED DATA SET IN ASSOCIATION WITH HOSPITAL’S NAME SIGN NON-DISCLOSURE AGREEMENTS.

FURTHERMORE, HOSPITAL GRANTS OUTCOME THE AUTHORITY TO DISCLOSE TO AHA/ASA THE NAME OF HOSPITAL FOR PUBLICATION IN SCIENTIFIC JOURNALS OR FOR MARKETING PURPOSES IN CONNECTION WITH THE AHA/ASA PROGRAMS. AHA/ASA SHALL NOT DISCLOSE THE LIMITED DATA SET IN ASSOCIATION WITH HOSPITAL’S NAME WITHOUT PRIOR CONSENT OF HOSPITAL.

4. AHA/ASA is not responsible in any way for Outcome’s software or services, including but not limited to, the performance of the software, the ability of software to perform according to Outcome’s representations, or any failure of the software to perform correctly. Further, AHA/ASA has access only to the Limited Data Set disclosed by Outcome to AHA/ASA hereunder and therefore is not responsible for any data collection or maintenance activities, including but not limited to, data collection, data confidentiality, data security, or data distribution by Outcome, or for any errors, damages or liability arising from the Programs Data Tool, Programs Database or POINT® System.

5. If Hospital elects to customize the Programs Data Tool by adding data fields, such changes will be clearly delineated by an unambiguous indicator such as a change in font or color. Hospital is not permitted to hide elements required by the Programs Data Tool. Hospital acknowledges and agrees that AHA/ASA makes no representations or warranties, and has no liability, with respect to any customization of the Programs Data Tool made by or on behalf of Hospital.

6. Outcome makes no representations or warranties with respect to the content, accuracy or any other aspect of the Guidelines. The Guidelines have been developed by AHA/ASA based upon current science to provide a framework for the clinical approach and management of patients. However, they are not intended to replace a physician's medical judgment based on the particular needs of the patient and Outcome and AHA/ASA shall have no liability for use of the Guidelines.

7. THE AHA/ASA'S PROGRAMS, INCLUDING THE PROGRAMS DATA TOOL AND ASSOCIATED MATERIALS, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AHA/ASA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE AHA/ASA'S PROGRAMS OR OUTCOME SERVICES, OR OUT OF ANY BREACH OF ANY WARRANTY INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ACTS OF GOD.

HOSPITAL ACKNOWLEDGES AND AGREES THAT THE AHA/ASA PROGRAMS ARE NOT INTENDED TO REPLACE THE PROFESSIONAL MEDICAL JUDGEMENT, OR DIMINISH THE RESPONSIBILITY OF A HOSPITAL, PHYSICIAN OR OTHER HEALTH CARE PROVIDER.

8. Hospital acknowledges AHA/ASA's ownership of the American Heart Association name, the American Stroke Association name, heart-and-torch logo, and slogan ("Fighting Heart Disease and Stroke") (hereinafter "AHA/ASA Servicemarks"). Hospital shall not use AHA/ASA Servicemarks for any purpose. Hospital shall not contest the validity of the AHA/ASA Servicemarks, including, without limitation, after the expiration or termination of this Agreement. Hospital shall not at any time (including, without limitation, after the expiration or termination of this Agreement) acquire or claim any right, title or interest of any nature whatsoever in AHA/ASA Servicemarks.

9. Hospital acknowledges that the AHA/ASA owns the Guidelines. Hospital shall not reproduce, distribute, create derivative works, display or present the Guidelines other than in connection with treating or advising Hospital patients, or for other purposes allowed under this Agreement without the express written approval of AHA/ASA.

EXHIBIT B

LIMITED DATA SET ELEMENTS

[To be attached by Outcome upon execution of Agreement.]

EXHIBIT C

RATE SHEET

The Hospital shall pay Outcome an annual program fee per program. The annual fee shall allow up to ten (10) users to have access to the system for each program. For each additional user per year greater than ten (10), Hospital shall pay Outcome \$99 per program.

Program	Please Check Desired Participation (√)
Stroke Patient Management Tool	
Heart Failure Patient Management Tool	
Report Writer	
Annual Fees (any combination of the above programs) prices are valid through December 31, 2012	
One module: \$1,854 Total annual fee for one module: \$1,854	
Two modules: \$1,854 for the first module \$1,648 for the second module Total annual fee for two modules: \$3,502	
Report Writer: \$812/year per program	

Outcome shall invoice Hospital annually and Hospital shall pay such invoice within thirty (30) days of receipt.