

OUTCOME™ PQRS REGISTRY PARTICIPATING PRACTICE AGREEMENT For ACR Members Submitting through the RCR

Instructions for enrolling in the Outcome™ PQRS Registry

- Print out **two (2)** copies of the Participating Practice Agreement (PPA).
- Fill in the name of your Practice on the first page of the PPA.
- Select the number of Clinicians that will be participating from your Practice in Exhibit A.
- Select the desired measure groups or individual measures from the list provided in Attachment A.
- Sign and date **two (2)** copies of the PPA.
- Sign and date **two (2)** copies of the Practice Participation Waiver attached as Exhibit B.
- Have each participating Clinician sign and date **two (2)** copies of the Clinician Participation Waiver attached as Exhibit C.
- Complete the Primary Contact/Invoicing Information Sheet.
- Mail **two (2)** copies of the complete PPA (including all pages of the PPA, the Primary Contact/Invoicing Information Sheet and the Practice/Clinician Participation Waivers) to Outcome at the following address:

Outcome
Attn: Outcome PQRS Registry, ACR Members
201 Broadway
Cambridge, MA 02139

Once Outcome has executed your contract, Outcome will return a copy of the fully-executed PPA to your Practice's primary contact person. After executing the contract, Outcome will activate the PQRS component of your RCR account.

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

Outcome™ PQRS Registry
Primary Contact Information Sheet

<p>Practice Invoicing Contact Person:</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Practice: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>e-mail: _____</p> <p>Fax: _____</p>	<p>Practice Primary Contact Person:</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Practice: _____</p> <p>Phone: _____</p> <p>e-mail: _____</p>
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<p>Please Check Desired Payment Preference (√)</p>
<p><input type="checkbox"/> Check enclosed</p>
<p><input type="checkbox"/> Purchase order number: # _____</p>
<p><input type="checkbox"/> Credit card information: # _____ Expiration Date: _____</p> <p style="padding-left: 40px;"><input type="checkbox"/> Visa <input type="checkbox"/> MasterCard</p> <p>Name & billing address for credit card (if different from above): _____</p>
<p><input type="checkbox"/> Please contact Practice Invoicing Contact Person above for credit card billing information</p>
<p><input type="checkbox"/> Please send invoice to Practice Invoicing Contact Person listed above, via:</p> <p style="padding-left: 20px;"><input type="checkbox"/> Postal Mail <input type="checkbox"/> e-mail <input type="checkbox"/> Fax</p>

If you are sending this Information Sheet separately from the Participating Practice Agreement, please mail to: Outcome, 201 Broadway, Cambridge, MA 02139, Attn: Outcome™ PQRS Registry, ACR Members.

Or, please fax to: 617-621-1620, Outcome, Attn: Outcome™ PQRS Registry, ACR Members, Phone: 888-526-6700

PARTICIPATING PRACTICE AGREEMENT

This Participating Practice 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 “Practice”) for the furnishing of information services as provided by Outcome (the “Service”).

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

I. Use of the Service

A. Usage. Practice may disclose and make available to Outcome data in the form of a Limited Data Set (“Limited Data Set”) as defined in the Health Insurance Portability and Accountability Act of 1996 and the Privacy Rule and the Security Rule promulgated thereunder at 45 C.F.R. Parts 160 and 164 (collectively, “HIPAA”). Practice may also disclose and make available to Outcome Protected Health Information (“Data Set”) as defined under HIPAA. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in HIPAA. The Service includes storing the Limited Data Set and Data Set in electronic storage media. Practice 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 Practice 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 Practice use of Service may create liability for Outcome, Outcome will first bring notice of such usage to Practice in a timely manner, and provide Practice with a reasonable opportunity to cure. Outcome may then take any actions that Outcome believes are prudent to minimize Outcome’s potential liability, if Practice fails to cure within a reasonable period of time. All persons designated by Practice to use the Service are authorized to access the Limited Data Set and Data Set (“Authorized Persons”). Any unauthorized use of the Service or unauthorized access to the Limited Data Set or Data Set by Practice, Authorized Persons, or other persons who are not Authorized Persons, or unauthorized use of the Service allowed by Practice, 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 Practice 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 Practice. Outcome will endeavor to make access available to Practice 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. Practice 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 Practice from 9:00 a.m. to 6:00 p.m. Eastern Time Monday through Friday, excluding holidays.

D. Payment Terms. Practice shall pay fees to Outcome during the term of this Agreement in accordance with the Rate Sheet set forth on Exhibit A attached hereto. The listed fees do not include federal, state, or local taxes. Practice 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 Practice are incorporated into subsequent versions of the Service, Practice hereby assigns to Outcome all rights Practice may have in and to any suggestions concerning the Service that Practice communicates to Outcome. Practice acknowledges that the Service in source code form remains a confidential trade secret of Outcome and/or its suppliers/licensors. Practice 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. Practice warrants, represents and agrees that Practice, 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 source code or trade secrets from the Service. Practice 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 Practice hereunder, Outcome reserves for itself all other rights in and to the Service. Resale of the Service by Practice to other individuals or organizations is prohibited.

F. Obligations of Practice. Practice represents, warrants and agrees that: (1) Practice 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) Practice (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. Practice 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 Practice of the representations, warranties and agreements contained in this Section I.

II. Ownership and Rights in Data

A. Rights of Practice in Data. All information relating to Practice patients and all Practice patient data, including the Limited Data Set and Data Set, shall be the exclusive property of Practice, subject to the rights, if any, of Practice’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 Practice in the

processing or reporting of patient encounters, and (2) contained in files of Outcome applications implemented and operated by Practice, shall be owned by Practice.

B. Rights of Outcome in Data. Outcome shall have the right to use and disclose the Limited Data Set and Data Set in accordance with this Agreement, HIPAA and applicable state law requirements. 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 and Data Set obtained from Practice, and the data obtained from other Outcome subscribers and other sources, to the extent permitted by HIPAA and applicable state law, including where such data is deidentified in accordance with the requirements of 45 C.F.R. § 164.514(b) (“De-identified Data”). De-identified Data shall not identify Practice (without Practice’s approval) or any physician, employee, member of the medical staff or patient of Practice. The use and disclosure of De-identified Data shall not be subject to the terms and conditions of this Agreement. Practice hereby grants to Outcome a license to use the Limited Data Set and 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 Practice 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 Practice. Outcome and Practice 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. Limited Data Set. Practice 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), including, but not limited to, quality improvement and technical support of the Service and (2) for research use by Outcome (collectively, the “Authorized Purposes”). Outcome agrees to use and disclose the Limited Data Set only for the Authorized Purposes in compliance with the provisions of Sections III(C) - (J). Sections III(K) - (P) of this Agreement do not apply to Outcome’s use or disclosure of the Limited Data Set.

B. Data Set. Practice agrees to disclose the Data Set to Outcome: (1) for disclosure to the Centers for Medicare and Medicaid Services (“CMS”), on behalf of the Practice, to meet the Practice’s reporting obligations to CMS in connection with the Physician Quality Reporting System (“PQRS”) program (to the extent that the Practice is permitted or required to report the Data Set to CMS), (2) for disclosure to CMS, on behalf of the Practice, to participate in the Electronic Prescribing Initiative program established by CMS (“e-Prescribing”) and/or (3) for other health care operations purposes on behalf of the Practice (collectively, “Business Associate Purposes”). Outcome agrees to use those data elements that are contained in the Data Set, but which are not contained in the Limited Data Set, only for Business Associate Purposes in compliance with the provisions of Sections III(C)-(P) of this Agreement.

C. Use of Data. Outcome may use and disclose the Limited Data Set and Data Set only as permitted under the terms of this Agreement or as required or permitted by law. Outcome shall not otherwise use or disclose the Limited Data Set or Data Set and shall ensure that its directors, officers, employees, contractors and

agents do not use or disclose the Limited Data Set or Data Set in any manner that would constitute a violation of HIPAA if used or disclosed by the Practice. 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 Data Set to the individuals employed or engaged by Outcome who need the Data Set for the performance of the Business Associate Purposes. Outcome shall limit the use or receipt of the Limited Data Set to the individuals employed or engaged by Outcome 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 the Practice to disclose the Limited Data Set or Data Set data to Outcome hereunder, such a request will only be for the minimum data necessary to accomplish the Business Associate Purpose or Authorized Purpose of the request as applicable.

E. Safeguards Against Misuse of Information. Outcome will use appropriate safeguards to prevent the use or disclosure of the Limited Data Set and Data Set, other than as permitted under this Agreement or as permitted or required 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 or 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 or Data Set pursuant to Section G below, report to the Practice any such disclosure.

G. Agreements by Third Parties. Outcome shall obtain and maintain an agreement with each agent or subcontractor (“Subcontract”) that has or will have access to the Limited Data Set or 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 or Data Set. Outcome, however, shall not be required to enter into a Subcontract with a third party to which Outcome discloses the Limited Data Set or Data Set, on the Practice’s behalf, if the Practice has already entered into a business associate agreement or limited data set use agreement, as applicable, with that third party.

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

I. Termination Upon Privacy Breach. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Practice 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. Return or Destruction of Data. The terms and provisions of this Agreement that protect Protected Health Information in the Limited Data Set and Data Set shall survive termination of this Agreement and such information shall thereafter only be used or

disclosed for Authorized Purposes or Business Associate Purposes, as applicable.

K. Access to Information. If any individual requests Outcome in writing for access to the Data Set or other PHI of the individual maintained by Outcome, Outcome shall, within five (5) days of receipt of such request forward such request to the Practice. Any denial of access to the Data Set or PHI so requested shall be the sole responsibility of the Practice. If any individual requests the Practice to provide access to the Data Set or other PHI of the individual maintained by Outcome, then within ten (10) days of a corresponding request to Outcome by the Practice for access to such Data Set or PHI, Outcome shall provide the Practice with such data or information.

L. Availability of PHI for Amendment. If any individual requests Outcome in writing to amend information in the Data Set, or other PHI of the individual maintained by Outcome, then Outcome shall, within five (5) days of receipt of such request, forward such request to the Practice. If Outcome receives a written request from the Practice to amend information in the Data Set, or other PHI of an individual maintained by Outcome, then within ten (10) days of receipt of such request from the Practice, Outcome shall provide such information to the Practice for amendment, and upon written direction by the Practice shall incorporate any such amendments in the Data Set or PHI as required by HIPAA.

M. Accounting of Disclosures. If any individual requests in writing that Outcome provide an accounting of disclosures of information contained in the Data Set or other PHI of the individual maintained by Outcome, Outcome shall, within five (5) days of the receipt of such request, forward such request to the Practice. If any individual requests in writing that the Practice provide an accounting of disclosures of information contained in the Data Set or other PHI maintained by Outcome, then, within ten (10) days of notice by the Practice to Outcome that it has received such an accounting request, Outcome shall account to the Practice for such disclosures of such Data Set and PHI, except that no such accounting shall be required for disclosures of the Limited Data Set for Authorized Purposes, disclosures of the Data Set for Business Associate Purposes, and other disclosures which are not subject to accounting under HIPAA. Where an accounting is required to be provided to the Practice by Outcome under this Agreement or HIPAA, Outcome shall provide the following information: (1) the date of the disclosure, (2) the name of the entity or person who received the Data Set or PHI, and if known, the address of such entity or person, (3) a brief description of the Data Set or PHI disclosed, and (4) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Outcome hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

N. Availability of Books and Records. Outcome hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Outcome on behalf of the Practice available to the Secretary of the United States Department of Health and Human Services for purposes of determining the Practice's compliance with HIPAA.

O. Security Rule Provisions Regarding Electronic Protected Health Information. Outcome shall: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of Practice; (2) ensure that any agent, including a subcontractor, to whom it

provides electronic protected health information agrees to implement reasonable and appropriate safeguards to protect such electronic protected health information; and (3) as commercially reasonable, report to Practice any security incident (as such term is defined in HIPAA) of which it becomes aware.

P. Breach Notification: Unsecured Protected Health Information. Outcome shall notify Practice promptly, but no more than sixty (60) days, after Outcome discovers any breach of unsecured Protected Health Information (as defined under the Data Breach Notification Rules, 45 CFR §164.400-164.530) to allow Practice to comply with its Breach notification obligations under the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009. Such notification shall include, to the extent possible, (a) a list of individuals whose unsecured Protected Health Information was acquired, accessed, used or disclosed as a result of the Breach, (b) a description of the Breach, (c) the date the Breach occurred, (d) the date the Breach was discovered by Outcome, (e) the categories of Protected Health Information involved in the Breach, (f) the status of Outcome's investigation into the Breach, (g) any steps taken by Outcome to mitigate harm with respect to the affected individuals and (h) any steps taken to protect against further Breaches.

Q. Practice Obligations. Practice hereby agrees: (1) to inform Outcome of any changes in the form of notice of privacy practices (the "Notice") that Practice 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 Practice under HIPAA that may impact in any manner the use and/or disclosure of Protected Health Information 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 Practice; (3) to notify Outcome, in writing and in a timely manner, of any statute, regulation, administrative, or judicial ruling pertaining to Practice, including but not limited to federal and state provisions that require Outcome to protect the confidentiality, privacy and/or security of Protected Health Information; (4) agree that Outcome may make any use and/or disclosure of Protected Health Information permitted under 45 C.F.R. § 164.512; and (5) use reasonable and appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Health Information transmitted or received by Practice in accordance with HIPAA.

IV. Limitations of Liability

A. No Liability for Loss or Damage. Outcome will not be responsible for any loss or damage Practice suffers through the use of the Service. Use of any information obtained via the Service is at Practice'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. Practice acknowledges that Outcome is not liable for any errors or interruption of the Service. Under no circumstances shall Practice 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 Practice, or caused by a third party's negligence, fault, misconduct or failure to perform (including any third party that submits data to Outcome on behalf of Practice). Practice 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 OR IMPLIED WARRANTIES OF FITNESS 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. Practice 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. Practice shall frequently print, and/or periodically download an electronic version of, the Limited Data Set and any other information provided by Practice. Practice 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 PRACTICE OR ANY THIRD PARTY IN AN AGGREGATE AMOUNT GREATER THAN THE AMOUNT OF FEES THAT OUTCOME RECEIVES FROM PRACTICE OR ON BEHALF OF PRACTICE UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

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 for a period of one (1) year following the Effective Date and 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 Practice 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 Practice 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 Practice. 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 or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. The relationship between Outcome and Practice is that of independent contractors and neither Practice 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, duly authorized agents of the Parties have executed this Agreement as of the Effective Date.

PRACTICE

Signature: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

OUTCOME SCIENCES, INC. D/B/A OUTCOME

Signature: _____

Print Name: _____

Title: _____

Address: 201 Broadway, Cambridge, MA 02139

Date: _____

EXHIBIT A

2011 SUBMISSIONS

A. Pricing

Annual price per Clinician (includes one CMS data submission per Clinician)	Please indicate the number of Clinicians participating
\$249	

Outcome can provide additional consulting services at its standard hourly rates.

The program fees listed above include access to the Service and applicable CMS transmission fees. Note: CMS fees are pass-through costs and subject to change by CMS, which may affect the pricing of each program. All fees are subject to change annually. All fees are inclusive of telephonic user training and support via Outcome's toll free support line.

Outcome will notify Practice after the PQRS data is transmitted to CMS; however, Outcome will have no obligation to confirm whether the PQRS data qualifies for any reimbursement from CMS. Outcome shall invoice Practice annually and Practice shall pay such invoice within thirty (30) days of receipt.

B. Additional Terms and Conditions

As required by CMS guidelines, Practice acknowledges that it may be subject to periodic, random audits by Outcome designed to verify the accuracy of data content, completeness of reporting, or adherence to a required sampling method by the Practice. If selected, Practice must provide all requested documentation to Outcome in a timely manner and comply with the following procedures, as they may be updated from time to time by Outcome:

- a. Upon request by Outcome, Practice will obtain the relevant source documents from the patient chart or billing file relating to the selected measures;
- b. Practice will promptly send to Outcome copies of the relevant redacted medical record material; and
- c. Outcome's Help Desk personnel will follow up with the Practice to assist with the audit obligations.

Furthermore, Practice will comply in all respects with Outcome's PQRS data validation plan (a copy of which has been provided to Practice) as it may be amended from time to time. Practice acknowledges that any costs associated with its compliance with these audit requirements (e.g., record retrieval, photocopying, mailing, etc.) will be the sole responsibility of Practice.

Prior to submitting any data to the Outcome™ PQRS Registry, each clinician at the Practice who will be submitting data must sign and return to Outcome the Clinician Participation Waiver attached as Exhibit C.

C. E-Prescribing Incentive Program and PQRS Measures

Please select whether your Practice chooses to participate in the e-Prescribing program. In addition, please select the desired measure groups or individual measures from the list provided in Attachment A.

EXHIBIT B

PRACTICE PARTICIPATION WAIVER

To: Outcome Sciences, Inc.
From: Eligible Organization/Practice
Re: Participation in Physician Quality Reporting System (PQRS) and/or Participation in Electronic Prescribing Incentive (e-Prescribing) Program

By signing below, I hereby give permission to Outcome Sciences, Inc. (Outcome) to submit data to the Centers for Medicare & Medicaid Services (CMS) on behalf of the organization/practice identified below to be used in the PQRS and/or e-Prescribing program. I understand that such data will include quality measure results, the number of eligible instances applicable to the PQRS and/or e-Prescribing program, the number of instances of quality services performed, and other information related to services provided to Medicare members with certain medical conditions. I further understand and agree that aggregated information regarding this organization/practice and its clinicians may be made available to affiliated entities that are part of the same health system for benchmarking and related purposes.

I also give permission to Outcome to submit this signed Waiver to CMS in order to demonstrate compliance with CMS guidelines.

I attest that all data being submitted to Outcome is true and correct.

I understand that this Waiver shall remain in full force and effect unless I provide Outcome with written notice of termination.

I acknowledge that I am an authorized agent of the organization/practice identified below and have the authority to bind the organization/practice to the terms of this Waiver.

Sincerely,

Name of Practice

Date

Signature

Print name

Title

Tax ID#

EXHIBIT C

CLINICIAN PARTICIPATION WAIVER

To: Outcome Sciences, Inc.
From: Eligible Professional
Re: Participation in Physician Quality Reporting Initiative (PQRS) and/or Participation in Electronic Prescribing Incentive (e-Prescribing) Program

By signing below, I hereby give permission to Outcome Sciences, Inc. (Outcome) to submit data to the Centers for Medicare & Medicaid Services (CMS) on my behalf to be used in the PQRS and/or e-Prescribing program. I understand that such data will include quality measure results, the number of eligible instances applicable to the PQRS and/or e-Prescribing program, the number of instances of quality services performed, and other information related to services I provided to Medicare members with certain medical conditions.

I also give permission to Outcome to submit this signed Waiver to CMS in order to demonstrate compliance with CMS guidelines.

I attest that all data being submitted to Outcome is true and correct.

As required by CMS guidelines, I will comply in all respects with Outcome's PQRS data validation plan (a copy of which has been provided to Practice) as it may be amended from time to time, which may include periodic audits by Outcome. I acknowledge that I will be responsible for any costs associated with my compliance with the audit requirements (e.g., record retrieval, photocopying, mailing, etc.).

I understand that this Waiver shall remain in full force and effect unless I provide Outcome with written notice of termination.

This Waiver hereby allows Outcome to make multiple submissions to CMS related to my participation in the PQRS and/or e-Prescribing program, and I acknowledge that a new Waiver will not be required or signed for each individual submission.

Sincerely,

Signature

Date

Print name

Title

NPI

ATTACHMENT A

PQRS MEASURES AVAILABLE THROUGH RCR

Instructions for completing Attachment A:

- 1) *If you intend to collect and submit data for the ePrescribing Incentive Program, please check 'Yes' under 'Electronic Prescribing (e-Prescribing) Incentive Program*
- 2) *Physicians reporting PQRS data have the option to report for either a full year or a half year. Half year reporting requires a smaller patient population, however the incentive payment is smaller. Under '2011 Measures Groups,' circle which reporting period you intend to submit for; either Whole Year or Half Year.*
- 3) *If you have physicians who intend to submit data on the Rheumatoid Arthritis Measures Group, please list their NPIs in the labeled box under '2011 Measures Groups.' **The ACR recommends providers submit data for the Rheumatoid Arthritis Measures Group for a full year in order to maximize their incentive payment.***
- 4) *Providers who do not wish to submit PQRS data on the Rheumatoid Arthritis Measures Group can still collect and submit data on a limited number of individual measures. For providers who intend to submit data on individual measures for 2011 PQRS, please list the NPIs of the providers and the measures they intend to submit for under '2011 Individual Measures.' A list of available measures can be found on the second page of this document.*

Electronic Prescribing (e-Prescribing) Incentive Program

Yes _____

No _____

2011 Measures Groups

Please select reporting period: Full Year or Half Year*

NPIs of Participating Provider(s)	Measures Groups
	Rheumatoid Arthritis Measures 108, 176, 177, 178, 179, 180

*Note: Half-year option is for recommended for physicians who see less than 30 RA patients in one calendar year. In order to be successful, report on a minimum of 80% of patients with a minimum of 8 patients between July 1 – December 31, 2011

2011 Individual Measures

Please select reporting period: Full Year **or** Half Year

Using the Individual Measures listed below, please list the NPI and the three individual measures for that NPI

NPI		Measure Numbers
Measure Number	Measure Title	Measure Description
24	Osteoporosis: Communication with the Physician Managing On-going Care Post-Fracture of Hip, Spine or Distal Radius for Men and Women Aged 50 Years and Older	Percentage of patients aged 50 years and older treated for a hip, spine, or distal radial fracture with documentation of communication with the physician managing the patient's on-going care that a fracture occurred and that the patient was or should be tested or treated for osteoporosis
40	Osteoporosis: Management Following Fracture of Hip, Spine or Distal Radius for Men and Women Aged 50 Years and Older	Percentage of patients aged 50 years and older with fracture of the hip, spine, or distal radius who had a central dual-energy X-ray absorptiometry (DXA) measurement ordered or performed or pharmacologic therapy prescribed
41	Osteoporosis: Pharmacologic Therapy for Men and Women Aged 50 Years and Older	Percentage of patients aged 50 years and older with a diagnosis of osteoporosis who were prescribed pharmacologic therapy within 12 months
108	Rheumatoid Arthritis (RA): Disease Modifying Anti-Rheumatic Drug (DMARD) Therapy	Percentage of patients aged 18 years and older who were diagnosed with RA and were prescribed, dispensed, or administered at least one ambulatory prescription for a DMARD
109	Osteoarthritis (OA): Function and Pain Assessment	Percentage of patient visits for patients aged 21 years and older with a diagnosis of OA with assessment for function and pain
142	Osteoarthritis (OA): Assessment for Use of Anti-Inflammatory or Analgesic Over-the-Counter (OTC) Medications	Percentage of patient visits for patients aged 21 years and older with a diagnosis of OA with an assessment for use of anti-inflammatory or analgesic OTC medications
176	Rheumatoid Arthritis (RA): Tuberculosis Screening	Percentage of patients 18 years and older with a diagnosis of RA who have documentation of a tuberculosis (TB) screening performed and results interpreted within 6 months prior to receiving a first course of therapy using a biologic disease-modifying anti-rheumatic drug (DMARD)
177	Rheumatoid Arthritis (RA): Periodic Assessment of Disease Activity	Percentage of patients 18 years and older with a diagnosis of RA who have an assessment and classification of disease activity within 12 months

178	Rheumatoid Arthritis (RA): Functional Status Assessment	Percentage of patients 18 years and older with a diagnosis of RA for whom a functional status assessment was performed at least once within 12 months
179	Rheumatoid Arthritis (RA): Assessment and Classification of Disease Prognosis	Percentage of patients 18 years and older with a diagnosis of RA who have an assessment and classification of disease prognosis at least once within 12 months
180	Rheumatoid Arthritis (RA): Glucocorticoid Management	Percentage of patients 18 years and older with a diagnosis of RA who have been assessed for glucocorticoid use and, for those on prolonged doses of prednisone a 10 mg daily (or equivalent) with improvement or no change in disease activity, documentation of glucocorticoid management plan within 12 months