

HOSPITAL PARTICIPANT ADOPTION FORM

This Participant Adoption Form is made by the hospital or health system identified in the signature block below, on behalf of its multiple locations identified below, if applicable (“**Hospital**”) and The California Department of Public Health (“**CDPH**”) for participation in the California Hospital Capacity System Program.

The execution of this Participant Adoption Form indicates Hospital’s agreement to participate in the California Region 2, 5 and 6 Hospital Capacity System program (“**Hospital “Hospital Capacity System”, “Capacity System Program” or “Program”**”) provided by Oregon Healthcare Enterprises, Inc. dba Apprise Health Insights (“**Apprise**”), and share data under the terms of the Program.

1. **TERM.** THIS PARTICIPANT ADOPTION FORM WILL COMMENCE ON THE LAST SIGNATURE DATE AND WILL EXPIRE AT THE TERMINATION OR EXPIRATION DATE OF THE HOSPITAL CAPACITY SYSTEM PROGRAM.

2. **TILE.** HOSPITAL WILL RECEIVE A TERM LICENSE FOR THE TERM AGREED BETWEEN APPRISE AND CDPH FOR ONE (1) TILE, FED BY FLAT FILE DATA FROM EACH OF HOSPITAL’S LOCATIONS IDENTIFIED BELOW IN THE STATE OF CALIFORNIA. THE CAPACITY SYSTEM PROGRAM TILE PROVIDES AT-A-GLANCE VISIBILITY TO BED CAPACITY, AND MAY PROVIDE ADDITIONAL FEATURES IF ADOPTED UNDER THE HOSPITAL CAPACITY SYSTEM PROGRAM.
 - a. The Tile can be accessed through web browsers by credentialed users.
 - b. Each participating hospital will be granted a single set of credentials.
 - c. No protected health information will be collected.
 - d. The Tile will be hosted in Microsoft Azure by Apprise. Participating hospitals will encrypt and send data through SFTP or an Apprise API to the data center.
 - e. Apprise or its subcontractor will implement and maintain the Tile. Apprise and its subcontractor General Electric Healthcare (“**GEHC**”) shall have access to the underlying database which records historical values of the information that appears on the Tile. Data collected will be provided to CDC/NHSN through an automatic, twice a day data feed. Apprise and GEHC may access, collect, maintain, analyze, prepare derivatives from and otherwise use information that is not protected health information derived from the Hospital Capacity System for research, development and continuous improvement of products, software and services, and for state, regional and national reporting and trend analysis. Apprise or its subcontractors will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to Apprise’s and its subcontractors’ use, analysis, research and/or development of collected data.
 - f. Either CDPH, Apprise or Hospital may terminate this Participant Adoption Form. Participating hospitals may terminate any rights or licenses herein at any time upon ten (10) days’ written notice.

3. **PRICE.** THERE SHALL BE NO CHARGE TO HOSPITAL UNDER THIS PARTICIPANT ADOPTION FORM.

4. **PARTICIPATING HOSPITAL RESPONSIBILITIES.** PARTICIPATING HOSPITAL IS EVIDENCING ITS INTENT TO ABIDE BY THE TERMS OF THIS PARTICIPANT ADOPTION FORM AND SIGNIFYING THE BELIEF AND COMMITMENT THAT SHARING SPECIFIC HOSPITAL INFORMATION IS AND WILL SERVE AS A CRITICAL RESPONSE TO NATURAL DISASTERS AND ANY OTHER EMERGENCY SITUATIONS, AND THE MEDICAL NEEDS OF THE COMMUNITIES SERVED BY HOSPITAL WILL BE BEST MET IF HOSPITALS COOPERATE WITH EACH OTHER AND COORDINATE THEIR RESPONSE EFFORTS THROUGH SHARING SUCH INFORMATION. CONSISTENT WITH THE FOREGOING, HOSPITAL WILL COLLECT AND REPORT CENSUS, INPATIENT BED, AND VENT VOLUMES FOR EACH PARTICIPATING LICENSED ACUTE CARE HOSPITAL OWNED OR OPERATED BY HOSPITAL. THE HOSPITAL CAPACITY SYSTEM WILL COLLATE THE DATA REPORTED BY HOSPITAL AND CALCULATE AND MAKE AVAILABLE TO ALL PARTICIPANTS WHICH PROVIDE DATA A DISPLAY INCLUDING EACH AND EVERY HOSPITAL'S CENSUS INFORMATION IN REAL-TIME BY FACILITY BED CLASSIFICATION/TYPE. THE DATA WILL NOT INCLUDE ANY PROTECTED HEALTH INFORMATION. HOSPITAL TAKES FULL RESPONSIBILITY FOR ITS USE OF INFORMATION CONTAINED IN OR ACCESSED THROUGH THE HOSPITAL CAPACITY SYSTEM AND ACKNOWLEDGES THAT THE USE OF THE HOSPITAL CAPACITY SYSTEM IS IN NO WAY INTENDED TO REPLACE OR SUBSTITUTE FOR PROFESSIONAL OR BUSINESS JUDGMENT. HOSPITAL WILL BE RESPONSIBLE FOR: (A) ITS END USERS ENTERING INFORMATION INTO THE HOSPITAL CAPACITY SYSTEM ACCURATELY AND COMPLETELY; (B) ITS END USERS READING INFORMATION DISPLAYED BY HOSPITAL CAPACITY SYSTEM ON SCREENS ACCURATELY; (C) ENSURING THAT HOSPITAL AND ITS END USERS ARE USING THE HOSPITAL CAPACITY SYSTEM ACCURATELY; AND (D) DECISIONS MADE BY HOSPITAL AND ITS END USERS IN CONFIGURING SETTINGS OF THE HOSPITAL CAPACITY SYSTEM. HOSPITAL WILL NOT HAVE ANY CLAIM OR CAUSE OF ACTION AGAINST APPRISE OR CDPH AS A RESULT OF PATIENT CARE OR OTHER SERVICES RENDERED OR WITHHELD IN CONNECTION WITH THE USE OF THE HOSPITAL CAPACITY SYSTEM.
- **CDPH RESPONSIBILITIES.** CDPH WILL SERVE AS THE PRIMARY POINT OF CONTACT FOR PARTICIPATING HOSPITALS IN COORDINATION WITH APPRISE. CDPH WILL ESTABLISH THE RELATIONSHIP BETWEEN APPRISE AND EACH PARTICIPATING HOSPITAL'S REPRESENTATIVE. CDPH WILL ENSURE ALL PARTICIPATING HOSPITALS AGREE TO SUBMIT DATA TO CDC/NHSN.
5. **ACCOUNT PASSWORD AND SECURITY.** HOSPITAL AND END USERS MAY ACCESS THE HOSPITAL CAPACITY SYSTEM THROUGH ACCOUNTS WITH USERNAMES AND PASSWORDS. HOSPITAL WILL PROTECT ITS PASSWORDS AND TAKE FULL RESPONSIBILITY FOR HOSPITAL'S AND ITS END USERS' USE OF PASSWORDS AND ACCOUNTS. HOSPITAL IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT OCCUR UNDER ITS ACCOUNTS, EXCEPT FOR ANY ACTIVITIES PERFORMED BY APPRISE AS SET FORTH HEREIN AND WILL BE PRIMARILY LIABLE FOR ANY AND ALL THIRD-PARTY VIOLATIONS OF THE TERMS OF THIS PARTICIPANT ADOPTION FORM (AS APPLICABLE) AS IF IT WERE THE PARTY WHO HAD COMMITTED ANY SUCH VIOLATIONS. HOSPITAL WILL NOTIFY APPRISE IMMEDIATELY UPON LEARNING OF ANY UNAUTHORIZED USE OF ITS ACCOUNT(S), ANY END USER ACCOUNT, OR ANY OTHER SECURITY COMPROMISE. APPRISE'S SUPPORT STAFF MAY LOG IN TO HOSPITAL'S INSTANCE OF THE HOSPITAL CAPACITY SYSTEM IN ORDER TO MAINTAIN OR IMPROVE THE HOSPITAL CAPACITY SYSTEM, INCLUDING PROVIDING HOSPITAL ASSISTANCE WITH TECHNICAL ISSUES. HOSPITAL HEREBY ACKNOWLEDGES AND CONSENTS TO SUCH ACCESS. EACH LOGIN (I.E., USERNAME AND PASSWORD) MAY BE USED ONLY BY A SINGLE, INDIVIDUAL END USER. HOSPITAL IS RESPONSIBLE FOR ALL USE AND MISUSE THAT OCCURS UNDER HOSPITAL'S LOGIN CREDENTIALS AND WILL NOTIFY APPRISE OF ANY UNAUTHORIZED ACCESS OR USE OF WHICH HOSPITAL BECOMES AWARE THROUGHOUT THE TERM OF THIS PARTICIPANT ADOPTION FORM.

6. **SOFTWARE LICENSE.** HOSPITAL HAS A NON-EXCLUSIVE, LIMITED, TERMED, NON-ASSESSABLE/ROYALTY-FREE, NON-TRANSFERABLE LICENSE TO USE THE HOSPITAL CAPACITY SYSTEM AND DOCUMENTATION IN ACCORDANCE WITH THIS PARTICIPANT ADOPTION FORM FROM THE EFFECTIVE DATE THROUGH THE EXPIRATION DATE OF THE HOSPITAL CAPACITY SYSTEM PROGRAM. HOSPITAL MUST NOT: (I) DISPLAY OR MAKE AVAILABLE THE HOSPITAL CAPACITY SYSTEM OR DOCUMENTATION TO ANY OTHER ENTITY OUTSIDE THE STATE OF CALIFORNIA; (II) TRANSFER THE HOSPITAL CAPACITY SYSTEM OR DOCUMENTATION OUTSIDE THE UNITED STATES OR HOSPITAL'S NETWORK; (III) DECOMPILE, DISASSEMBLE OR REVERSE ENGINEER THE HOSPITAL CAPACITY SYSTEM OR ATTEMPT TO LEARN ITS SOURCE CODE, STRUCTURE OR ALGORITHMS; (IV) MODIFY, TRANSLATE OR CREATE DERIVATIVE WORKS BASED ON THE HOSPITAL CAPACITY SYSTEM; (V) MODIFY MARKINGS, LABELS OR NOTICES OF PROPRIETARY RIGHTS OF THE HOSPITAL CAPACITY SYSTEM OR DOCUMENTATION; (VI) RELEASE RESULTS OF TESTING OR BENCHMARKING OF THE HOSPITAL CAPACITY SYSTEM; OR (VII) USE THE HOSPITAL CAPACITY SYSTEM OUTSIDE OF THE SCOPE DEFINED IN THIS PARTICIPANT ADOPTION FORM. THE HOSPITAL CAPACITY SYSTEM AND DOCUMENTATION ARE LICENSED TO HOSPITAL, BUT NO TITLE TO OR OTHER OWNERSHIP INTEREST PASSES. NO RIGHTS ARE GRANTED EXCEPT AS EXPRESSLY PROVIDED IN THIS PARTICIPANT ADOPTION FORM. HOSPITAL IS RESPONSIBLE FOR SENDING DATA FROM HOSPITAL SOURCE SYSTEMS TO THE HOSPITAL CAPACITY SYSTEM AS SPECIFIED BY APPRISE.
7. **NO WARRANTY.** THE PROGRAM IS PROVIDED AS-IS WITH NO WARRANTY OF ANY KIND EXTENDED TO THE HOSPITAL. NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. DOCUMENTATION IS PROVIDED "AS IS." APPRISE DOES NOT GUARANTEE THAT THE PROGRAM WILL OPERATE WITHOUT ERROR OR INTERRUPTION.
8. **GOVERNING LAW/DISPUTE RESOLUTION.** THE LAW OF THE STATE OF CALIFORNIA WILL GOVERN THIS PARTICIPANT ADOPTION FORM. THE PARTIES WILL FIRST ATTEMPT TO RESOLVE IN GOOD FAITH ANY DISPUTES. VIOLATION OF THE LICENSE, CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS WILL CAUSE IRREPARABLE HARM FOR WHICH THE AWARD OF MONEY DAMAGES ALONE IS INADEQUATE. APPRISE MAY: (I) SEEK INJUNCTIVE RELIEF AND ANY OTHER AVAILABLE REMEDIES; AND/OR (II) IMMEDIATELY TERMINATE THE LICENSE AND REQUIRE HOSPITAL TO CEASE USE OF THE HOSPITAL CAPACITY SYSTEM. APPRISE MAY ENFORCE THIS PARTICIPANT ADOPTION FORM DIRECTLY AGAINST HOSPITAL.
9. **INDEMNIFICATION.** HOSPITAL WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS APPRISE AND ITS AFFILIATES, OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY CLAIMS, DAMAGES, LIABILITIES, ASSESSMENTS, LOSSES, COSTS, AND OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES) APPRISE INCURS ARISING OUT OF ANY CLAIM, DEMAND, SUIT, ACTION OR ANY OTHER PROCEEDING BY A THIRD PARTY (A "CLAIM") THAT ARISES OUT OF: (A) HOSPITAL'S OR AN END USER'S ACTUAL OR ALLEGED BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS PARTICIPANT ADOPTION FORM; (B) HOSPITAL'S OR AN END USER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (C) ANY USE BY HOSPITAL OR AN END USER OF THE HOSPITAL CAPACITY SYSTEM IN VIOLATION OF THIS PARTICIPANT ADOPTION FORM; OR (D) ANY ACTUAL OR ALLEGED BODILY INJURY (INCLUDING, WITHOUT LIMITATION, ILLNESS OR DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY HOSPITAL OR AN END USER, INCLUDING WITHOUT LIMITATION, ANY INJURY OR DAMAGE CAUSED BY HOSPITAL'S OR AN END USER'S (I) MISUSE OR NEGLIGENT USE OF THE HOSPITAL

CAPACITY SYSTEM, OR (II) USE OF THE HOSPITAL CAPACITY SYSTEM IN A MANNER OR ENVIRONMENT, OR FOR ANY PURPOSE, FOR WHICH APPRISE OR GEHC DID NOT DESIGN IT, OR IN VIOLATION OF APPRISE’S OR GEHC’S RECOMMENDATIONS OR INSTRUCTIONS.

- 10. **LIMITATION OF LIABILITY/EXCLUSION OF DAMAGES.** APPRISE AND ITS SUBCONTRACTORS SHALL HAVE NO LIABILITY UNDER THIS PARTICIPANT ADOPTION FORM. NEITHER APPRISE NOR CDPH WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
- 11. **CONFIDENTIALITY/PUBLICITY.** EACH PARTY WILL TREAT THIS PARTICIPANT ADOPTION FORM AND THE OTHER PARTY’S, APPRISE’S AND GEHC’S PROPRIETARY INFORMATION AS CONFIDENTIAL, MEANING IT WILL NOT USE OR DISCLOSE THE INFORMATION TO THIRD PARTIES UNLESS PERMITTED IN THIS PARTICIPANT ADOPTION FORM OR REQUIRED BY LAW. NO PARTY WILL, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, USE THE NAME OF THE OTHER PARTY, APPRISE OR GEHC, IN CONNECTION WITH THIS PARTICIPANT ADOPTION FORM IN ANY PUBLICATION, PRESS RELEASE, PUBLIC STATEMENT, ADVERTISING OR OTHERWISE.
- 12. **MEDICAL DIAGNOSIS AND TREATMENT.** ALL CLINICAL AND MEDICAL TREATMENT, DIAGNOSTIC AND/OR BILLING DECISIONS ARE SOLELY HOSPITAL’S RESPONSIBILITY. THE ELEMENTS OF THE PROGRAM (INCLUDING THE HOSPITAL CAPACITY SYSTEM) DO NOT MAKE MEDICAL JUDGMENTS.
- 13. **SECURITY.** APPRISE IS NOT RESPONSIBLE FOR RECOVERY OF LOST OR DAMAGED DATA OR IMAGES.
- 14. **INTELLECTUAL PROPERTY.** APPRISE AND ITS LICENSORS OWN ALL DELIVERABLES AND INTELLECTUAL PROPERTY DEVELOPED DURING PERFORMANCE. HOSPITAL ASSIGNS, AND WILL CAUSE ITS EMPLOYEES AND INDEPENDENT CONTRACTORS TO ASSIGN, TO APPRISE ALL OF ITS RIGHTS TO THE DELIVERABLES AND INTELLECTUAL PROPERTY. HOSPITAL HEREBY GRANTS TO APPRISE A PERPETUAL RIGHT TO USE AND INCORPORATE INTO THE HOSPITAL CAPACITY SYSTEM ANY FEEDBACK OR SUGGESTIONS OR ENHANCEMENT THAT HOSPITAL PROVIDES TO APPRISE WITHOUT ANY OBLIGATION OF COMPENSATION.
- 15. HOSPITAL AND CDPH HAVE CAUSED THIS PARTICIPANT ADOPTION FORM TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR LAST WRITTEN BELOW.

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| Hospital: _____ | CDPH: _____ |
| By: _____ | By: _____ |
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |

Hospital Locations:

Enter all hospital names and locations within a health system

Acknowledged and Agreed by Apprise Health Insights:

By: _____

Signature: _____

Date: _____