



LETTER OF AGREEMENT

This is a letter of agreement between the American Speech-Language-Hearing Association (ASHA) and _____ (Subscriber) for the latter's participation in the ____Adult Health Care and/or ____Pre-Kindergarten (3 years to Kindergarten) component(s) of the National Outcomes Measurement System for Speech-Language Pathology and Audiology (NOMS). The purpose of NOMS, the responsibilities of ASHA, and the responsibilities of the Subscriber are set forth in this letter. For purposes of this Agreement, relevant terminology will be defined as follows:

The Subscriber is an ASHA member, and is the individual responsible for the coordination of the NOMS data collection within his/her system or group of facilities, and is the contact for all activities relative to the NOMS and ASHA.

The Registered NOMS User is an individual clinician who is responsible for administering the admission and discharge form, but not necessarily all of the treatment. The Registered NOMS User must be a speech-language pathologist, be a member of ASHA, and have passed the NOMS User Registration Test.

I. Purpose of NOMS

NOMS is the treatment outcomes database for the professions of speech-language pathology and audiology. The National Center for Treatment Effectiveness in Communication Disorders has the leadership role for ASHA in designing, implementing and maintaining the database and all related materials (forms, training manuals, etc.). NOMS is designed to provide the Association with information that can be used in testimony to federal agencies and/or federal legislators, and to advocate for the professions with national third-party payors/managed care organizations. The database will also serve state associations and the Subscribers, as well, in doing similar functions on a state or local level.

II. Responsibilities of ASHA

ASHA shall make available to each Subscriber participating in the data collection for NOMS:

1. A sufficient supply of scannable forms and/or computer software package for the collection of data. ASHA will be responsible for database entry of all properly completed scannable forms;
2. Technical support for NOMS data collection and interpretation of the findings; and
3. Periodic reports for programs, facilities and/or systems (where appropriate) during the year. In addition, a national report summarizing the aggregate data of all programs participating in the data collection for NOMS will be provided on an annual basis. Programs that withdraw from NOMS before the end of a calendar year will not receive a year-end report comparing their data to national benchmarks.

III. Responsibilities of the Subscriber

By signing this Agreement, the Subscriber attests that he/she has the authority from the systems, facilities and any others he/she represents to forward the data to ASHA for inclusion in the NOMS database and subsequent reporting of these data. The Subscriber will:

1. Distribute to staff at his/her programs, facilities and/or system the training materials and periodic NOMS updates provided by ASHA. The programs, facilities, and/or system shall assume all costs associated with the staff's attendance at the training sessions (e.g. time, treatment coverage, etc.) and reproducing of materials;
2. Distribute ASHA's data collection forms or software package needed to collect outcomes data. Participating systems/facilities assume all costs such as telephone calls, mailing costs, and staff time for the data collection process;
3. Authorize ASHA to include data from programs as part of the aggregate outcomes data collected from the participating systems and to use this information for purposes of informing or communicating with legislators, educators, payors, and members. No clients, individual programs, facilities, or systems will be identified in any of the national reports; and
4. Acknowledge that the data collection forms, computer software, training programs and related materials supplied by ASHA are proprietary and confidential information which are the sole and exclusive property of ASHA. ASHA reserves the right to request systems/facilities to return unused forms and materials to the ASHA National Office. The Subscriber agrees not to use or permit the use of the forms, computer software and materials without written permission for any purpose other than data collection for the National Database. A system is granted a

license to use the data collection forms, computer software, training programs, and related materials for the National Database.

IV. Confidentiality

1. Any data or other information provided to ASHA by the Subscriber for the purpose of data collection for the NOMS database will be reported only in aggregated (state or national) form to maintain confidentiality.
2. Each party agrees that, other than in connection with its specific obligations pursuant to this Agreement or as required by law, it will not at any time divulge, copy, release, sell, loan, review, alter, or destroy any confidential, proprietary or trade secret information of the other party without such party's prior written consent.
3. Subject to the foregoing confidentiality covenants, ASHA has the right to publish, present and otherwise use the data for the purpose of researching and advancing knowledge and awareness of treatment outcomes for individuals with communication, swallowing and other related disorders, including, but not limited to, compilation and distribution of reports containing aggregated data. Without limiting the generality of the preceding sentence, ASHA intends to use the data for informing or communicating with legislators, educators, payors, and members.
4. Any data or other information provided to ASHA by the Subscriber for the purpose of data collection for the NOMS database will become the property of ASHA.

By signing, I affirm that I have read this letter of agreement, agree to abide by the terms, and I have permission from the institutions involved to share these data with ASHA.

Subscriber

American Speech-Language-Hearing Association

By: _____

By: _____

Date: _____

Date: _____

ASHA Membership No. _____