



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made by and among the American Heart Association (“AHA”) and the **El Dorado County EMS Agency** and **Mercy General Hospital** participating in **Mission: Lifeline** executing a signature page hereto, and is effective as of the date set forth on the signature page below.

BACKGROUND

In 2004, the American Heart Association (AHA) recruited an Advisory Working Group (AWG) to evaluate the quality of care for all acute myocardial infarction patients and to explore the issue of increasing the number of ST-elevation Myocardial Infarction (STEMI) patients with timely access to primary percutaneous coronary intervention (PCI). As a result, a market research study was conducted in order to understand cardiac services for these patients. The market research suggested that there was a recognized need to improve the systems of care for STEMI patients and that the American Heart Association should play a leading role in bringing together all of the constituents involved in the care of these patients. This research resulted in an AHA AWG Consensus Statement published in *Circulation* in 2006 and a stakeholder “Call to Action”. The AWG developed a set of Guiding Principles (below) to lead the initiative.

In late March 2006, the AHA convened a 3-day conference with multidisciplinary groups of: physicians (noninvasive and interventional cardiologists, cardiac surgeons, emergency care and critical care practitioners, internists), nurses, EMS personnel, community and tertiary hospital administrators (including representation from rural areas), payers, quality and outcomes experts, and government officials involved in the care of STEMI patients. These thought leaders were charged with reviewing the current state or system of care, developing the ideal implementation system, addressing the gaps and barriers between the current and ideal system, and formulating recommendations for research, programs, and policy from the perspective of the constituency they were to represent.

The findings and recommendations of this conference were published in *Circulation* in May 2007. The Conference Proceedings formed the basis for **Mission: Lifeline**.

Mission: Lifeline is the American Heart Association’s national initiative to advance the systems of care for cardiac patients beginning with ST-segment elevation myocardial infarction (STEMI) patients. The overarching goal of the initiative is to reduce mortality and morbidity for STEMI patients to and improve their overall quality of care. To meet the overarching goal, **Mission: Lifeline** will bring together:

- Patients and care givers
- EMS
- Physicians, nurses and other providers
- Non-PCI capable (STEMI Referral) hospitals
- PCI capable (STEMI-Receiving) hospitals
- Departments of Health
- EMS regulatory authority/ Office of EMS
- Rural Health Association
- Quality Improvement Organizations
- State and local policymakers
- Third-party payers

For each component of the system of care, ***Mission: Lifeline*** will: 1. define the ideal practice; 2. recommend strategies to achieve the ideal practice; 3. provide resources/tools to achieve the ideal practice; 4. recommend metrics for structure, process, and outcomes; and 5. recommend criteria for recognition and certification in a comprehensive system design as shown below.

To meet the needs of the patient throughout the continuum of care, beginning with the patient's entry into the system (from symptom onset) through each component of the system, and return to the local community and physician for rehabilitative care, ***Mission: Lifeline*** uses a community-based, multidisciplinary, patient-centric approach.

This Agreement marks the launch of the local ***Mission: Lifeline*** STEMI System development in El Dorado County. The goal for Mission: Lifeline can only be accomplished through collaborative efforts at the local level with EMS agencies and hospitals to develop a STEMI system of care.

This effort will launch a collaboration between each EMS agency and Hospital executing this MOU (collectively, "***Mission: Lifeline System Participant***") and the **AHA**.

By participating in this effort, Mission: Lifeline System Participants will commit to making changes in their infrastructure and operations to improve their ability to identify, triage and treat STEMI patient with the most appropriate and timely care.

Each Mission: Lifeline System Participant will support these goals by working with one another as set forth in this Agreement.

1. **EMS Agency Commitments.** To achieve the goals contemplated by this Agreement, each EMS agency agrees to undertake the following:

- a. Participate on the regional Mission: Lifeline Stakeholder group to contribute to the development of the regional STEMI System of Care plan.

- b. Participate in the AHA EMS Survey to help identify resource and training needs from each EMS agency.
- c. Based on the results of the EMS Survey, develop a plan for allocating resources for equipment and training of EMS personnel that are sent to suspected cardiac patients for potential identification of STEMI patients.
- d. Develop and/or refine EMS triage and transfer protocol to be in compliance with the regional STEMI systems of care plan. (To include, but not limited to Reperfusion Checklists, STEMI diagnosis communication and closest, most appropriate hospital destination.)
- e. Participate in internal data collection, quality improvement efforts and feedback loops to ensure optimal STEMI patient care is delivered.

2. **Non-PCI Capable Hospital Commitments.** To achieve the goals contemplated by this Agreement, each Non-PCI Capable Hospital agrees to undertake the following:

- a. Participate on the regional Mission: Lifeline Stakeholder group to contribute to the development of the regional STEMI System of Care plan.
- b. Commitment to the hospital's Emergency Department (ED) having adequate staff, equipment, and training to perform ED rapid evaluation, triage, transport and treatment for STEMI patients.
- c. Develop and/or refine hospital's ED triage for rapid reperfusion, either transfer protocol or fibrinolytic, to be in compliance with the regional STEMI systems of care plan.
- d. Develop a plan with EMS to ensure interhospital transfers receive priority response.
- e. Participate in internal data collection, quality improvement efforts and feedback loops to ensure optimal STEMI patient care is delivered.

3. **PCI-Capable Hospital Commitments.** To achieve the goals contemplated by this Agreement, the PCI-Capable Hospital agrees to undertake the following:

- a. Participate on the regional Mission: Lifeline Stakeholder group to contribute to the development of the regional STEMI System of Care plan.
- b. Commitment to the hospital's Emergency Department (ED) and Cardiac Catheterization Lab having adequate staff, equipment, and training to perform rapid evaluation, triage, and treatment for STEMI patients.
- c. Develop and/or refine hospital's ED and cath lab triage and transfer receiving protocol to be in compliance with the regional STEMI systems of care plan.

- d. Develop a plan with EMS to ensure interhospital transfers and fibrinolytic ineligible patients receive priority response and are communicated en-route where appropriate.
- e. Participate in internal data collection, quality improvement efforts and feedback loops to ensure optimal STEMI patient care is delivered.

4. **AHA Commitments.** To achieve the goals contemplated by this Agreement, the AHA agrees to undertake the following.

- a. Facilitates and conducts regional Mission: Lifeline Stakeholder group meetings.
- b. Ensures communication between state-level Mission: Lifeline activities and regional Mission: Lifeline activities.
- c. Facilitates, conducts and communicates results of EMS survey for planning purposes.
- d. Works with regional STEMI system champions to ensure system registration with Mission: Lifeline.
- e. Consults with each individual Mission: Lifeline system participant to assist with plan development and execution of participation in Mission: Lifeline regional system.

5. **Other Efforts.** The parties to this Agreement may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this Agreement. Such additional efforts shall be separately agreed upon, in writing, by the parties and will be made a part of this Agreement by being attached as an addendum and/or amendment to this Agreement.

6. **Term/Termination** – The term of this Agreement shall commence upon the date of execution by the AHA and an individual Mission: Lifeline System Participant, and shall continue until such time as either party provides the other party with not less than ninety (90) days prior written notice of its desire to terminate this Agreement, provided, however, that: (i) termination shall not discharge any obligations of either party under Sections 5-7 of this Agreement; and (ii) the AHA and individual Participant may terminate this Agreement if the other party fails to perform its obligations hereunder and such failure to perform is not cured within thirty (30) days following written notice from the complaining party of such failure to perform.

7. **Trademarks.**

a. Each Mission: Lifeline System Participant acknowledges the AHA's ownership of the American Heart Association name, heart-and-torch logo and slogan "Learn and Live", and Mission: Lifeline name and logo (the "**AHA Marks**"). This Agreement shall not be construed to grant any Mission: Lifeline System Participant any license to use the AHA Marks, without the prior written consent of the AHA.

b. The AHA acknowledges each Mission: Lifeline System Participant's ownership of its name and logo (the "**Participant's Marks**"). This Agreement shall not be construed to grant the AHA any license to use a Participant's Marks, without the prior written consent of the Participant. Any and all requests for use of a Participant's Marks shall be submitted to the Participant and will require written approval prior to any such use.

8. Ownership of Materials. All underlying marks, creative properties or materials (collectively, "**Pre-existing Materials**") used by the AHA and each Mission: Lifeline System Participant, respectively, which were created and/or developed by either party prior to the date of this Agreement and used in connection with this Agreement shall not become the property of the other party. Each party represents and warrants to the other that the Pre-existing Materials provided hereunder shall be original and unpublished work, or that it owns all right, title and interest in the Pre-existing Materials, including all copyright in the Pre-existing Materials, and that the Pre-existing Materials contain no defamatory or unlawful matter and will in no way infringe the rights of any third party.

9. Confidentiality.

a. During the course of this Agreement, the parties may make available to each other certain Confidential Information (as hereinafter defined) or one party may otherwise learn of Confidential Information belonging to the other party. For purposes of this Section 7, "**Confidential Information**" means any and all confidential or proprietary information regarding a party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" shall not include information (i) which is or becomes generally available to the public on a non-confidential basis, including from a third party provided that such third party is not in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a party not otherwise in violation or breach of this Agreement or any other obligation of one party to the other, or (iii) which was rightfully known to a party prior to entering into this Agreement.

b. Except as otherwise provided herein: (i) the parties shall hold in strictest confidence any of the other party's Confidential Information; (ii) the parties shall restrict access to the Confidential Information to those of their personnel with a need to know and engaged in a permitted use of the Confidential Information; (iii) the parties shall not distribute, disclose or convey Confidential Information to any third party; (iv) the parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and (v) the parties shall not make use of

any Confidential Information for its own benefit or for the benefit of any third party. The foregoing notwithstanding, the parties shall not be in violation of this subsection in the event that a party is legally compelled to disclose any of the Confidential Information, provided that in any such event the disclosing party will provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing party may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing party, the disclosing party will furnish only that portion of the Confidential Information which is legally required to be furnished.

10. Non-Exclusivity. The parties acknowledge and agree that the relationship being created by this Agreement shall be of a "non-exclusive" nature. Accordingly, the parties agree that each shall have the right to enter into such other agreements, contracts, arrangements and understandings of any nature whatsoever, with one or more third parties, whether or not the goods or services to be provided by such third parties are of a kind which are the same or similar to those being provided by either party hereunder.

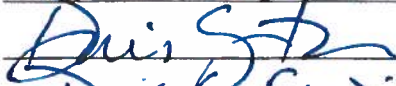
11. Independent Business Entities. The parties acknowledge and agree that each is an independent business entity. As such, no agency, partnership, joint venture, co-inventor, co-author, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Nothing in this Agreement shall result in an obligation or create a duty to provide an accounting between the parties. Neither party shall make any warranties or representations on behalf of the other party.

12. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein, any rights or remedies under, or by reason of, this Agreement

13. Administrator - The County Officer or employee with responsibility for administering this Agreement is Richard Todd, Emergency Medical Services Agency Administrator, or successor.

Acknowledged and agreed to this 3 day of March, 2011.

Organization Name: Mercy General Hospital

Signature: 

Printed Name: Doris G. Frazier

Title: VP, CV Services

Signature: _____

Printed Name: _____

Title: _____

Organization Name: El Dorado County EMS Agency

Signature: _____

Printed Name: Neda West, Director

Title: Health Services Department

AMERICAN HEART ASSOCIATION

Signature: _____

Printed Name: _____

Title: _____

ORIGINAL

373-187A-P-N2011

Acknowledged and agreed to this 24 day of June, 2011.

STEMI Referral Center

Organization Name: Marshall Medical Center

Signature: Shannon L. Truesdell

Printed Name: SHANNON TRUESDELL

Title: C.O.O

Signature: _____

Printed Name: _____

Title: _____