MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made by and among the American Heart Association (“AHA”) and each of the Emergency Medical Service agencies (“EMS agencies”) and hospitals (“Hospital”) participating in Mission: Lifeline Minnesota executing a signature page hereto, and is effective as of the date set forth on the signature page below.

Background

Mission: Lifeline Minnesota is the American Heart Association’s regional grant-funded 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 and to improve their overall quality of care. To meet the overarching goal, Mission: Lifeline Minnesota will bring together:

- Patients and care givers
- EMS
- Physicians, nurses and other providers
- Non-PCI (Percutaneous Coronary Intervention) 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 Minnesota 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 at symptom onset, through each component of the system, and the patient’s return to the local community and physician for rehabilitative care), Mission: Lifeline Minnesota uses a community-based, multidisciplinary, patient-centric approach.

This Agreement marks the launch of the local Mission: Lifeline Minnesota STEMI system development. 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, system participants will commit to making changes in their infrastructure and operations to improve their ability to identify, triage and treat STEMI patients with the most appropriate and timely care.
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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/Taskforce 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, commitment to 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. Commit to purchase, install and begin utilizing allotted number of 12L ECG equipment as outlined in the separately executed Grant Agreement from the vendor of their choice, and submit all final invoices to AHA Mission: Lifeline Director within 12 months of signing this agreement.
   e. Commitment to develop and/or refine EMS triage and transfer plans to be in compliance with the regional STEMI systems of care plan. (Could include, but not limited to Reperfusion Checklists, Protocol recommendations, Transport Guidelines, STEMI recognition communication, and optimizing reperfusion strategies by transporting to the most appropriate hospital destination given the time to treatment outlined in the most current STEMI guidelines.)
   f. Participate in internal data collection, quality improvement efforts and feedback loops to ensure optimal STEMI patient care is delivered.

2. **Non-PCI (Percutaneous Coronary Intervention) 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 and hospital subcommittees 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 suspected STEMI patients.
   c. Commitment to develop and/or refine hospital’s ED triage for rapid reperfusion, either a transfer protocol to facilitate emergent Percutaneous Coronary Intervention or Fibrinolytic therapy combined with transfer, dependent on time and distance from Cath Lab PCI (percutaneous coronary intervention) capable hospitals to be in compliance with the regional STEMI systems of care plan.
   d. Commit to accept, install and begin utilizing grant-funded 12L ECG receiving system equipment and/or software and 5 year license and/or 12 L ECG acquisition equipment within 6 months of signing this agreement to ensure optimal STEMI patient care is delivered.
   e. Commitment to develop a plan with local EMS to ensure support of field pre hospital identification of STEMI on 12L ECG, internal STEMI team mobilization to assess and administer medical therapy as indicated and arrange urgent inter-hospital transfer.
   f. Commitment to develop a plan to utilize Equipment and/or Software provided for STEMI Recognition and/or 12L ECG Receiving Systems provided by Grant to facilitate efficient delivery of care and transfer of STEMI patients identified by field pre hospital 12L ECG.

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American Heart Association, Midwest Affiliate Mission: Lifeline Minnesota

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Email: ngia.mua@heart.org
MEMORANDUM OF UNDERSTANDING

- Part 3 -

American Heart Association, Midwest Affiliate Mission: Lifeline Minnesota

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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 and Tertiary hospital subcommittees 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. Commitment to develop and/or refine hospital’s ED and cath lab triage and transfer receiving protocol to facilitate activation of cardiology and cath lab teams based on STEMI’s identified by field pre hospital 12L ECG’s received, and to be in compliance with the regional STEMI systems of care plan.

d. Commit to accept, install and begin utilizing grant-funded 12L ECG receiving system equipment and/or software and 5 year license and/or 12 L ECG acquisition equipment within 6 months of signing this agreement to ensure optimal STEMI patient care is delivered.

e. Commitment to develop a plan with EMS to ensure inter-hospital transfers and fibrinolytic ineligible patients receive priority response and are communicated en-route where appropriate.

f. Commitment to develop a plan to utilize Equipment and/or Software provided for 12L ECG Receiving Systems provided by Grant to facilitate efficient delivery of care of STEMI patients identified by field pre hospital EMS or non PCI capable Hospital 12L ECG’s.

g. Participate in internal and external data collection to referring EMS and hospitals via the ACTION Registry, 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. Facilitate and conduct regional Mission: Lifeline Stakeholder group meetings.

b. Ensures communication between state-level Mission: Lifeline activities and regional Mission: Lifeline activities.

c. Facilitate, conduct and communicate results of EMS survey and allocation plan.

d. Work with regional STEMI system champions to ensure system registration with Mission: Lifeline.

e. Consults with each individual Mission: Lifeline system participant as needed to assist with plan development and execution of participation in Mission: Lifeline regional system.

f. Facilitate equipment placement and provider education to create a statewide functional STEMI System of care.

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.

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 to the best of Mission Lifeline System Participant will not infringe the rights of any third party.

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
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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 to the contrary 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.

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.

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.

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.
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Acknowledged and agreed to this ___ day of __________, ____.

Mission: Lifeline Minnesota System Participant (Select One below for each EMS or Hospital):

<table>
<thead>
<tr>
<th>EMS Agency</th>
<th>Non-PCI (Percutaneous Coronary Intervention-) Capable Hospital</th>
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AMERICAN HEART ASSOCIATION

Signature: ___________________ Printed Name: ___________________