

Systems of Care

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TSCC MOU WITH PARTICIPATING ORGANIZATIONS – TEMPLATE

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE (insert name of RTSCC) AND (insert name of participating organization) FOR PARTICIPATION IN A REGIONAL TIME SENSITIVE CARE COALITION

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into and made effective this ___th day of ___ month ____, ___ year__ (“Effective Date”), by and between the (name of RTSCC) , (“[RTSCC abbreviation]”) located at (address) and the (name of participating organization), (“[participating organization abbreviation]”) located at (address). [RTSCC abbreviation] and [participating organization abbreviation] shall individually be referred to as a “Party” and collectively as the “Parties”;

WHEREAS, [PARTICIPATING ORGANIZATION ABBREVIATION] and [RTSCC ABBREVIATION] are seeking opportunities to collaborate with other organizations and stakeholders in efforts to improve our regional systems of care for high-risk time-sensitive conditions

WHEREAS, [PARTICIPATING ORGANIZATION ABBREVIATION] and [RTSCC ABBREVIATION] are agreeing to collaborate in quality improvement and research projects to improve care for high-risk time sensitive conditions;

NOW, THEREFORE, In consideration of the mutual agreements herein set forth, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Participation.** As of the Effective Date of this MOU, [PARTICIPATING ORGANIZATION ABBREVIATION] agrees to participate in ([insert name of RTSCC] activities as described in the Scope of Participating Organization Activities as attached hereto as Exhibit A.



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2. **Term.** This MOU shall be effective as of the Effective Date, and shall continue until termination is requested by either party or as otherwise provided herein.

3. **Termination.** Either Party may terminate this MOU or any amendments with or without cause. As courtesy to other parties that are participating in the RTSCC, a thirty (30) day notice is requested, but not mandated, if the Participating Organization wants to terminate the MOU.

4. **Confidential Information.** For the purposes of this MOU, “Confidential Information” is defined as any software, material, data or business, financial, operational, customer, vendor and other information disclosed by one Party to the other and not generally known by or disclosed to the public or known to the receiving Party solely by reason of the negotiation or performance of this MOU, and shall include, without limitation, the terms of this MOU. Each Party shall maintain all of the other Party’s Confidential Information in strict confidence and will protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. Except as provided in this MOU, a Party shall not use or disclose any Confidential Information of the other Party in any manner without the express prior written consent of such Party. Access to and use of any Confidential Information shall be restricted to those employees and persons within a Party’s organization with known discretion and with a need to use the information to perform such Party’s obligations under this MOU. A Party’s consultants and subcontractors may be included within the meaning of “persons within a Party’s organization,” provided that such consultants and subcontractors have executed a non-disclosure or confidentiality agreement with provisions no less stringent than those applicable to such Party under this MOU, and such Party shall make such signed agreements available to the other Party upon request. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is (a) already known to or otherwise in the possession of a Party at the time of receipt from the other Party and that was not known or received as the result of violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a Party; (c) rightfully obtained by a Party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; (d) developed by a party independent of any disclosure hereunder, as evidenced by written records; or (e) disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Party receiving such order shall notify the other prior to such disclosure and shall cooperate with the other Party in the event such

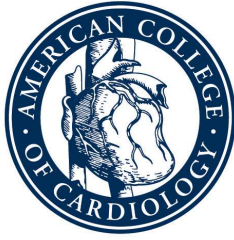


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Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure. Except as otherwise provided herein, all of a Party's Confidential Information disclosed to the other Party, and all copies thereof, shall be and remain the property of the disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this MOU for any reason, or within fifteen (15) days of written request by the disclosing Party, be promptly returned to it, or destroyed, at the disclosing Party's direction. In the event of such requested destruction, the Party receiving such request shall provide to the other Party written certification of compliance therewith within fifteen (15) days of a written request from the disclosing Party.

5. **Indemnification and Insurance.** Each Party (as the "Indemnifying Party") agrees to indemnify, hold harmless and defend the other Party, its directors, trustees, officers, employees, and agents from and against any and all claims, suits, losses, damages, costs, fees, expenses (including attorneys' fees), and other liabilities asserted by third parties, to the extent resulting from or arising out of the Indemnifying Party's negligence or willful misconduct in the activities carried out pursuant to this MOU or breach of this MOU; provided, however, that the Indemnifying Party shall not be liable to the extent of the other Party's negligence, intentional wrongdoing, or breach of this MOU.
6. **Limitation of Liability.** IN NO EVENT SHALL [RTSCC ABBREVIATION]'s AGGREGATE LIABILITY HEREUNDER, BASED ON ANY THEORY OF LIABILITY OR CAUSE OF ACTION, EXCEED THE TOTAL AMOUNT OF FEES PAID TO [RTSCC ABBREVIATION] BY [PARTICIPATING ORGANIZATION ABBREVIATION] UNDER THIS MOU. NOTWITHSTANDING ANYTHING IN THIS MOU TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Notices.** All notices and demands of any kind or nature which either Party to this MOU may be required or may desire to serve upon the other in connection with this MOU shall be in writing, and may be served personally, by registered or certified United States mail, or by overnight courier (e.g., Federal Express or DHL) to the addresses stated below. Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Either Party hereto may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different mailing address or a different person to direct a mailing.



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If to [RTSCC ABBREVIATION]:

(name of RTSCC)

Attn: (contact person)

(address)

If to [PARTICIPATING ORGANIZATION ABBREVIATION]:

(name of participating organization)

Attn: (contact person)

(address)

8. **Headings.** The headings of the various articles hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this MOU.
9. **Governing Law.** This MOU will be governed by and construed in accordance with the laws of the (insert name of state), without regard to any conflicts of law principles applied in that state. Any suit or proceeding relating to this MOU shall be brought only in the (insert name of state). Process in any action or proceeding regarding this MOU may be served on either party by any method referenced in Section 7 of this MOU. EACH PARTY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, LOCATED IN THE (insert name of state).
10. **Counterparts.** This MOU may be executed in one more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
11. **Waiver.** A waiver by either Party to this MOU of any of its terms or conditions in any one instance shall not be deemed or construed to be a general waiver of such term or condition or a waiver of any subsequent breach.



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12. **Severability.** All provisions of this MOU are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the rest of the MOU shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.
13. **Third Party Beneficiary.** The Parties agree to look solely to each other with respect to this MOU. This MOU and each and every provision thereof are for the exclusive benefit of the Parties not for the benefit of any third party. No third party shall be entitled to rely upon or enforce this MOU or any portion thereof or to be a third party beneficiary thereof.
14. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes and replaces all prior agreements, oral or written, between the Parties relating to the subject matter hereof. Except as otherwise indicated herein, this MOU may not be modified, amended or otherwise changed in any manner except by written agreement signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, each of the Parties has executed this MOU, by its duly authorized representative.

(Name of RTSCC)	(Name of participating organization)
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:



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EXHIBIT A:

SCOPE OF PARTICIPATING ORGANIZATION ACTIVITIES (“SPOA”)

Activities anticipated in the collaboration between [RTSCC ABBREVIATION] and [PARTICIPATING ORGANIZATION ABBREVIATION] will include, but are not limited to the following:

1. Participation of an executive level representative on the Steering Committee.
2. Participation of an operational level representatives on condition-specific sub-committees (e.g., trauma surgeons and trauma nurses on the trauma sub-committee).
3. Participation of appropriate representatives on various ad hoc improvement project teams, some of whom may not be on the steering committee or any of the sub-committees (e.g., pharmacist on an ad hoc improvement project team to address medication dosing errors)
4. Participation in financial and operational support of the overall RTSCC as agreed upon by the Steering Committee
5. Participation in financial and operational support of systems level QI and research projects, as agreed upon by the Steering Committee
6. Participation in clinical registries as agreed upon by the Steering Committee
7. Participation in data sharing for aggregation to systems level performance measurement, QI and research, with agreed upon limitations (e.g. blinding of organizational identifiers; no inclusion of PHI unless otherwise agreed upon with appropriate security processes)
8. Participation in data sharing to link medical records for the same episode of care with EMS agencies in order to create a system-level record, with agreed upon limitations (e.g., after linkage, removal of organizational identifiers and no inclusion of PHI unless otherwise agreed upon with appropriate security processes)