The American College of Emergency Physicians is pleased to present its ground-breaking Emergency Department Data Institute ("EDDI"). Until now, there has not been a central collection point for comparison of normative data on emergency departments. This lack of data has contributed to a critical limitation on planning, operations and process improvements in emergency departments throughout America. Through this Initiative, EDDI will provide an unprecedented, in-depth assessment of the operation of an ED with the added benefit of requiring only a minimal amount of work for ED staff.

This Letter of Intent ("LOI") is for the purpose of securing a preliminary understanding between the EDDI and participating hospitals (individually, the “Participant”). The matters set forth in this letter constitute an expression of our mutual intent and are contingent upon the completion, execution and delivery of a definitive Participation Agreement ("PA"). The terms and conditions of the PA shall include standard terms and conditions generally accepted for relationships of similar type and size. The proposed terms and conditions of the "PA" are as follows:

1. **PURPOSE.**
   EDDI is an ACEP initiative to collect and report ongoing, comprehensive normative data on emergency department ("ED") operations. Participants shall pay a fee of $600 per month to participate and $ 4.00 per chart for those submitted for review as described in 2.3 below.

2. **SCOPE OF WORK.**
   2.1 The Participant will complete an initial comprehensive baseline survey that identifies the characteristics of the participating hospital and its ED (for example, teaching, urban, volume, admission percentage, staffing pattern, etc).

   2.2 Following the initial baseline survey, the Participant will submit data monthly from a more limited survey that focuses on patient volume, details of department staffing (specific staff coverage of physicians, nurses, techs, clerks, physician assistants, nurse practitioners, etc), admission percentage, left without being seen percentage, and the like.

   2.3 Each month the Participant will submit charts from two identified days to a chart abstraction service selected by EDDI. From that sample, the service captures key times on patient charts, utilizations of drugs, tests and supplies; and relative value units as a representation of ED work.

   2.4 EDDI will provide Participants monthly reports (with an initial three month lag from when data are submitted). These reports will provide
data on all hospitals and comparable hospitals. A unique quality of the data set will be relative staffing costs of treating the average patient and generating an RVU. Understanding the relationship of staffing costs, throughput, and acuity is essential to making an ED more productive.

3. **TERM.**
   The term of the PA shall become effective from the date of execution to June 30, 2010, and will automatically be renewed on an annual basis thereafter, until such time that either party provides the non-terminating party written notice of termination before May 1, 2010, or May 1 of any subsequent renewal year thereafter. **The Initiative will only be launched when it has commitments from fifty (50) hospitals.**

4. **CONFIDENTIALITY.**
   4.1 Confidentiality of patient records and hospital data are of utmost importance. To that end, Participants will be asked to sign a Business Associate Agreement (“BAA”) developed to comply with HIPAA requirements. The Participant will have the option to redact any identifying information on its patient charts. Only patient age and sex are needed for the data collection process.

   4.2 In order to protect hospital-specific information, EDDI has developed a process whereby each participating ED will be assigned a specific code number, which shall be carefully protected by ACEP and EDDI. Participating ED reports will identify hospitals only by code number – which will ensure Participant anonymity.

Thank you for your interest in this powerful new program. We believe the data that will be provided will prove unprecedented and will supply an in-depth assessment of your ED. As part of the program, EDDI will provide an EDDI staff member who will help familiarize hospital personnel with the specifics of the needed data, to answer questions, to serve as a liaison and to ensure that data submitted are timely and meet program requirements.

We sincerely hope that you will join us on this ground-breaking initiative and that you will use your best efforts to secure any necessary approvals moving toward execution of the PA. However, either of us may terminate this Letter of Intent at any time by providing written notice to the other. This LOI contains the entire understanding between us with respect to the Initiative and supersedes any prior understandings and agreements between us with respect thereto. If a PA and BAA are not executed by May 1, 2009, this LOI shall be of no further force and effect and shall cease to be an expression of our mutual intent.
If the terms of this letter are agreeable to you, please sign a copy of this letter and return a signed copy by facsimile to me at 972-580-2816 ATTN: Marilyn Bromley by no later than noon on ____________ (date), followed by a mailed original signed copy. This Agreement may be executed in one or more counterparts, each of which when so executed shall be considered an original, but all of which taken together shall constitute one and the same document.

ACCEPTED AND AGREED:

American College of Emergency Physicians  Participant

By: ______________________________________  By: __________________________________

Print Name:  Marilyn Bromley__________  Print Name: _________________________

Title:  Director – Emergency Medicine  Practice  Title:  ______________________________

Date:  ______________________________________  Date:  ______________________________