

MEMORANDUM OF UNDERSTANDING
BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

This Memorandum of Understanding (“MOU”) is entered into this 3rd day of December 2021 (“Effective Date”), between the Williamson County Emergency Medical Services (“WC EMS”) and The University of Texas Health Science Center at Houston, on behalf of its Department of Emergency Medicine (“UTHealth”)

Recitals

WHEREAS, Emory University (“Emory”), through its Woodruff Health Sciences Center, has entered into a Memorandum of Understanding with the Centers for Disease Control and Prevention (“CDC”) to conduct the Cardiac Arrest Registry to Enhance Survival (“CARES”) Program (“Program”), which is authorized by sections 301(a) and 317(k)(2) of the Public Health Service Act; and

WHEREAS, UTHealth has entered into an agreement with Emory to serve as the state coordinator for CARES in the State of Texas; and

WHEREAS, UTHealth, as state coordinator, identifies potential data contributors in the State of Texas and helps coordinate such entity’s participation in CARES; and

WHEREAS, WC EMS is an Emergency Medical Service provider currently participating in CARES in the State of Texas; and

WHEREAS, WC EMS believes CARES is beneficial and desires to provide funding to UTHealth in support of UTHealth’s responsibilities as state coordinator for CARES.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties do hereby agree that the following terms, conditions and limitations shall govern this MOU.

1. Obligations of the Parties

A. WC EMS will provide UTHealth funding support for each year of this MOU. The agreed upon funding support for the first year of this MOU is the amount of \$2,500. The amount of funding support for each subsequent year shall be mutually agreed upon prior to the start of the next year. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the goods or services.

B. UTHealth, in exchange for the support provided in 1.A., agrees to provide WC EMS with:

- i. free consultation for quality improvement programming in Telecommunicator CPR and EMS High Performance CPR through “CPR LifeLinks” (<https://www.ems.gov/projects/cpr-lifelinks.html>);
- ii. ongoing data auditing services including data verification, outreach to hospitals to

attain patient outcomes, and record de-identification; and

iii. account services including data access support and user credential support.

2. Independent Contractor

For the purposes of this MOU and all activities contemplated hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

3. Use of Name

Except as provided for herein, neither party shall use the name of the other party in connection with the marketing or advertising of any goods or services without express written consent of the other party.

4. Assignment

Neither this MOU or any rights or obligations of either party may be assigned without the prior written consent of the other party.

5. Term

The term of this MOU shall begin on the Effective Date and shall continue until this MOU is terminated as provided for herein. This MOU may be terminated as follows:

- a. by the written agreement of both parties.
- b. by either party giving the other party thirty (30) days written notice.

6. Entire Agreement

This MOU constitutes the entire and only agreement between the parties relating to the subject matter contained herein, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

7. Notices

Any notice required by this MOU shall be given by prepaid, first class, certified mail, return receipt requested, addressed as follows:

University: The University of Texas Health Science Center at Houston
Department of Emergency Medicine
6431 Fannin Street, J1L 270-D
Houston, Texas 77030

WC EMS: Williamson County EMS
PO Box 873
Georgetown, TX 78627

8. HIPAA

Both Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("**HIPAA**"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "**Federal Privacy Regulations**") and the federal security standards as contained in 45 CFR Part 142 (the "**Federal Security Regulations**").

9. Governing Law

This MOU shall be governed by, construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Williamson County Emergency Medical Services

The University of Texas Health
Science Center at Houston

By: _____

By: Kevin Dillon

Name: _____

T. Kevin Dillon
Senior Executive Vice President,
Chief Operating Officer

Title: _____

Date: _____

Date: 12/06/2021

APPROVED AS TO LEGAL FORM
on behalf of UTHealth
dsI 12/3/2021
By _____