

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EL PASO CHILDREN’S HOSPITAL CORPORATION
D/B/A EL PASO CHILDREN’S HOSPITAL
AND
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made as of the date of the last party that signed (“Effective Date”) by and between El Paso Children’s Hospital Corporation d/b/a El Paso Children’s Hospital (“EPCH”), a 501(c)(3) non-profit corporation organized and existing under the laws of the state of Texas, located at 4845 Alameda Ave., El Paso, Texas 79905, and San Elizario Independent School District (“School” or “District” or “SEISD”), located at 1050 Chicken Ranch Road, San Elizario, TX 79849. EPCH and the School are also referred to herein as “party,” or collectively as “parties.”

RECITALS

WHEREAS, EPCH is affiliated with Children’s Hospital and Health Systems Inc., Wisconsin (“CHHS”) to participate in Project ADAM (Automated Defibrillators in ADAM’s Memory) (the “Program”);

WHEREAS, Project ADAM Heart Safe School Designation is attained by schools upon successful implementation of a quality sudden cardiac arrest program of awareness, training and effective emergency response to promote a Heart Safe environment for students, visitors and staff as outlined within the Heart Safe School Checklist;

WHEREAS, through the Program, EPCH will provide training to District that meets the requirements for a “Heart Safe School” as defined by the Program;

WHEREAS, District operates public schools within El Paso, Texas and would like to affiliate with EPCH so that District schools can qualify as Heart Safe Schools;

WHEREAS, EPCH will work with District to provide training assistance to District personnel as needed in order to assist schools in becoming a Heart Safe School; and

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties agree as follows:

**ARTICLE I
PURPOSE AND SCOPE**

The purpose of this MOU is to formalize the collaborative relationship between EPCH and the District in the implementation of Project ADAM. Project ADAM aims to provide a comprehensive, coordinated effort to enhance the safety and well-being of students by ensuring that all schools within the District have the necessary resources, training, and protocols for responding effectively to sudden cardiac arrest (“SCA”) events. Through this partnership, the District and

Hospital will work together to fulfill all criteria outlined of the Heart Safe Schools Program to achieve the Heart Safe School Designation.

ARTICLE II DISTRICT RESPONSIBILITIES

- A. The District, through its Superintendent and staff, will assign personnel as necessary to work with EPCH to establish the Program within District schools.
- B. The District will work with staff to help ensure awareness of the Program and encourage participation at the schools to implement the Program and to meet Program requirements set forth in this MOU.
- C. The District understands and agrees that any District school that desires to participate in the Program, in order to receive assistance with the purchase of AED from approved Project ADAM vendors, must comply with the following requirements:
 - 1. Each school must achieve and retain the designation of a “Heart Safe School” under the Program. Information necessary for a school to achieve the Heart Safe School designation can be found at <https://www.projectADAM.com/Heartsafeschools> ;
 - 2. Each participating school must maintain any AED that it receives under the program;
 - 3. Each participating school must create and maintain a written process and procedure for responding to a SCA;
 - 4. Each participating school will ensure that it has trained staff, or will train staff if necessary, to manage a SCA and use of AED;
 - 5. District will ensure that such training is current, ongoing, and up to date;
 - 6. District agrees to preserve, collect, and report data required under the Program such as but not limited to names of District employees trained, date of training, date of use of equipment and outcome;
 - 7. District understands that EPCH does not provide AEDs or funding for AEDs to the district; and
 - 8. District agrees that at each participating school, the school nurse or other designee will serve as the School Coordinator of the Program and that the School Coordinator shall be responsible for the following:
 - a. Acting as the point of contact between the school and EPCH; and
 - b. Ensuring the school meets its obligations set forth in the MOU.

ARTICLE III EPCH OBLIGATIONS

- A. At no cost to the District, EPCH will aid District by providing training required under the Program.
- B. At no cost to the District, EPCH will help the District evaluate its written process and procedures for responding to SCAs. Any information it receives from the District or any feedback it develops for the District in response to its written process and procedures shall remain confidential and not be shared with third parties.
- C. At no cost to the District, EPCH will provide schools that receive a defibrillator with access to EPCH's Program Coordinator to help the school meet its obligations and responsibilities under the Program.
- D. At no cost to the District, EPCH will provide a banner, with EPCH and Project ADAM branding, that the school may display after the school receives the Heart Safe School Designation.

ARTICLE IV WARRANTY

- A. EPCH, for the training it provides to District, makes no representations and grants no warranties, express or implied, either in fact or by operation of law, by statute or others, specifically disclaims and any other warranties,, whether written or oral, or expressed or implied including any warranty of quality, merchantability, or fitness for a particular use or purpose.
- B. District understands that EPCH does not manufacture AEDs and any claims related to defects in any AED provided by EPCH must be made directly against the manufacturer of the AED.

ARTICLE V LIABILITY

Neither Party or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause of action of any person or group arising from the use of district property and/or equipment by either Party's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) noncompliance with this Agreement by either Party's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (c) any act, omission, or negligence of either Party or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors. This provision will survive termination of

this Agreement. It is expressly understood and agreed that under this Agreement that the District do not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions..

ARTICLE VI INDEPENDENT CONTRACTORS

The parties hereto are to be construed as independent contractors. EPCH employees are not to be construed as employees of the District, nor shall the District be responsible for payment of salaries, provision of fringe benefits, or withholding payment of taxes for EPCH employees. District employees are not to be construed as employees of EPCH, nor shall District be responsible for payment salaries, provision of fringe benefits, or withholding or payment of taxes for EPCH employees.

ARTICLE VII TERM OF THE AGREEMENT

- A. This Agreement shall commence on the Effective Date and continue for a period of one year upon which this MOU will terminate.
- B. Either party may immediately terminate this Agreement without cause by giving the other party thirty (30) days written notice.

ARTICLE VIII NOTICE

All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to District:

ATTN: Superintendent Dr. Jeannie Meza-Chavez
San Elizario Independent School District
1050 Chicken Ranch Road
San Elizario, TX 79848

If to EPCH:

President & Chief Executive Officer
El Paso Children's Hospital
4845 Alameda Ave.
El Paso, Texas 79905

MISCELLANEOUS

- A. If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any other provisions hereof provided that any invalid provision is not material to the overall purpose and operation of this Agreement, and the illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue to the extent that they substantially reflect the Agreement contemplated by the parties.
- B. All signatories to this Agreement warrant their authority to execute this document.
- C. This Agreement constitutes and expresses the entire Agreement between the parties regarding the subject matter addressed and will not be amended or modified except by written instrument signed by all parties.
- D. For the purpose of determining the place of Agreement and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas and will be governed by the laws of the State of Texas. Venue for all causes of action arising from or in connection with this Agreement will be in El Paso County, Texas.
- E. Neither party will have the right to assign or otherwise transfer any rights, interests, or obligations under this Agreement without prior written consent of the other party.
- F. Neither party will be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.
- G. The terms and provisions contained in this Agreement will inure to the benefit of and be binding upon the parties hereto and their heirs, respective successors in interest, legal representatives and assigns, except as otherwise herein expressly provided. No person or entity other than the parties, except governmental entities to the extent required by law, will be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement.
- H. Except as otherwise provided, no term or condition of this Agreement will be waived except by written waiver of the waiving party. The forbearance or indulgence by a party in any regard whatsoever will not constitute a waiver of the term or condition to be performed by the other party, and until complete performance by the other party of such term or condition, the forbearing party will be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence. The waiver by a party of any breach of any term or condition of this Agreement will apply to and be limited to the specific instance involved and will not be deemed to apply to any other instance or to any subsequent breach of the same or any other term or condition of the Agreement.
- I. To the fullest extent permitted by law, District shall defend, indemnify, protect, hold harmless EPCH, its agents, independent contractors, board members, employees, volunteers, and any and all affiliates of EPCH, against any and all claims, liabilities,

damages, costs or expenses arising from any and all acts the Therapy Animal (including without limitation, biting, or other bodily injury, damage to property, including property of any other person or entity while on Hospital's premises).

- J. Publicity. EPCH shall not use the District's name, logo, or any other identifying marks in any press releases, promotional materials, advertising, social media posts, or any other public or traditional media without the express, prior written consent of an authorized representative of the District except that EPCH may use the District's name and logo, without additional consent, solely in connection with the District's participation in Project ADAM for the following purposes: (1) preparing Project ADAM Heart Safe School designation banners provided to participating schools; (2) recognizing a school's Project ADAM designation through social media or educational presentations; (3) publicizing or recognizing Project ADAM designation banner presentations, ceremonies, or related events in media or print materials; and (4) identifying or demonstrating the school's or District's participation in the Project ADAM Heart Safe School initiative.

IN WITNESS WHEREOF, the parties hereby agree:

**EL PASO CHILDREN'S HOSPITAL CORPORATION D/B/A
EL PASO CHILDREN'S HOSPITAL**

CINDY A. STOUT
President and Chief Executive Officer

Date _____

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

NAME

Date _____