



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/05/2025

Item Title: Memorandum of Understanding with
Su Clinica Familiar – School Based
Clinic (SBC) X Action
Information
Discussion

BACKGROUND:

Brownsville ISD enters into a Memorandum of Understanding with Su Clinica Familiar (Su Clinica) a non-profit organization organized under the Laws of the State of Texas. Providing comprehensive medical and behavioral health services for BISD students.

Brownsville ISD will have a School Base Clinic (SBC) located at 3200 E. 30th Street, at the Cromack Elementary building, with a term of 3yrs. The SBC will have qualified licensed health care professionals to provide health care service to our students; physical exams, child checkups including vision and hearing, nutrition counseling, Immunizations and Vaccines, and other services included in Part II of the MOU.

Su Clinica will abide by the same terms, condition, goals, policies, and principals set forth herein. The MOU is designed to ensure the efficient and effective coordination and deliver health care services in the SBC within the Brownsville ISD, including but not limited to HIPPA and those protecting the privacy and security of patient health.

FISCAL IMPLICATIONS:

No cost to the district.

RECOMMENDATION:

Recommend approval to enter the memorandum of understanding with Su Clinica for the 2025-2026 school year. Su Clinica will provide specialized health care services to BISD students at the Student Base Clinic (SBC) located at 3200 E. 30th, Cromack Elementary Building.

Alonso Guerrero/
Submitted by Health Services/Operations Director

Alonso Guerrero/
Recommended by: Health Services/Operations Director

Miguel Salinas/
Reviewed by: Staff Attorney

Mary D. Garza/
Approved by: Interim Chief Financial Officer

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

**MEMORANDUM OF UNDERSTANDING
BETWEEN

SU CLINICA
AND
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

**Part I
General Information**

This Memorandum of Understanding ("**MOU**") establishes the terms and conditions between **Su Clinica**, a Texas based nonprofit corporation ("**Su Clinica**") and Brownsville Independent School District ("**BISD**"). Su Clinica and BISD are referred to in this MOU as a "**Party**" and, collectively, as the "**Parties**."

Su Clinica is a federally qualified health center that provides health care services to individuals in the area served by BISD and has access to funding to support a school-based clinic ("**SBC**") through the Methodist Healthcare Ministries Community Grant. BISD desires to have a SBC located in one or more of its school buildings to serve its student population ("**Student(s)**").

This MOU is entered into for the purpose of delineating the respective roles and responsibilities of the Parties in establishing and maintaining a SBC in a BISD school, or multiple SBCs in the BISD. By signing this MOU, the Parties agree to abide by the terms, conditions, goals, policies, and principles set forth herein. This MOU is designed to ensure the efficient and effective coordination and delivery of health care services in SBCs within the BISD by establishing respective roles and responsibilities for the Parties.

**Part II
Responsibilities of Su Clinica**

Su Clinica shall have the following responsibilities under this MOU:

- (a) Submit to the federal Health Resources and Services Administration ("**HRSA**") a change of scope to allow Su Clinica to obtain HRSA approval for a SBC and notify BISD when the change in scope is granted.
- (b) Provide qualified and appropriately licensed health professionals ("**SBC Staff**") to provide the following health care services ("**Services**") to Students at the SBC, as determined appropriate by SBC Staff:

- i. primary and preventative health care, including a comprehensive history and physical examination;
 - ii. well-child checkups, including but not limited to measuring height, weight, BMI, blood pressure, and hemoglobin, and testing vision and hearing;
 - iii. immunization and vaccinations;
 - iv. physical examinations;
 - v. acute or urgent care for minor illness and injury and referral for serious illness or injury;
 - vi. behavioral health services, including but not limited to individual time with a counselor to discuss a Student's emotional health and wellbeing;
 - vii. nutrition counseling and health education, including education on eating healthy foods, weight management, and learning to make healthy choices; and
 - viii. provide appropriate referral information for services needed but not provided at the SBC.
- (c) The SBC is not an emergency care unit, although in the rare event that an emergency is identified within the clinic the SBC staff will stabilize the patient according to its capabilities, call 911, and refer to emergency services.
 - (d) Using qualified staff, obtain, install, and maintain at the SBC, the computer equipment, technology equipment, medical equipment, medical tools, medical documents, software, and all other items necessary for the provision of Services and all administrative functions at the SBC, all of which shall remain the property of Su Clinica. All items purchased by Su Clinica will remain the property of Su Clinica.
 - (e) In collaboration with BISD, obtain all legally required parental or legal guardian consent necessary to provide Services to Students.
 - (f) Upon agreement with the Student's parent(s) or legal guardian(s), bill Medicaid and/or any other third-party payor for such Services, but not directly bill any Student or BISD for any Services. BISD will not be responsible for medical billing. All revenue generated from services provided at the SBC will belong to Su Clinica.
 - (g) Comply with all local, state, and federal laws applicable to this MOU, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), both as amended.

- (h) Assist with screening and enrolling qualified Students and family members in Medicaid and other available government and private third-party insurance plans or other funding programs with appropriate written consent from the Student's parent(s) or legal guardian(s).
- (i) Maintain medical records in accordance with all applicable federal and state laws, including without limitation, HIPAA and FERPA rules and regulations. All medical records generated by Su Clinica at the SBC shall be the property of Su Clinica.
- (j) Provide or arrange for the safe, efficient, and proper clean up and disposal of all medical waste and biohazardous materials created, produced, or otherwise found on the premises of the SBC.
- (k) Conduct background checks on all SBC Staff and Su Clinica employees, contractors, officers, directors, and agents of Su Clinica who are involved in performing its obligations under this MOU, consistent with Su Clinica's and BISD's policies and practices.
- (l) Maintain all documents pertaining to this MOU and the services offered and rendered as required of it, in accordance with all local, state, and federal laws.
- (m) Require SBC Staff to attend appropriate school personnel training sessions identified by BISD, including Social Emotion Learning (SEL) programs utilized by BISD.
- (n) Maintain such hours of operation for the SBC as mutually agreed by the Parties.
- (o) Identify a point person from Su Clinica to serve as Su Clinica's contact for the SBC and for communication with BISD.

Part III Responsibilities of BISD

BISD shall have the following responsibilities under this MOU:

- (a) Building maintenance and keep-up which will include, but not limited to the infrastructure of the building, HVAC, Electrical, and Plumbing.
- (b) Refurbish the building to include construction of new cabinets, painting inside and outside of the building, installing new sinks and commodes, and clean and/or refurbish floors where needed. These refurbishing will be to have the clinic ready for opening day.
- (c) Provide SBC access to Students and their families by supporting registration, supporting obtaining parental or legal guardian consent, and allowing access to Services through the SBC.
- (d) In collaboration with Su Clinica, develop and implement policies based on best practices to support the dissemination of information about the clinical, education, and use of the SBC.

- (e) Facilitate participation of Students, parents or legal guardians, faculty, administration, and staff in the needs assessment and the ongoing feedback and support of the SBC.
- (f) Commit to regularly scheduled collaborative meetings with appropriate administrative professionals at an agreed upon location to facilitate ongoing quality improvement and responsiveness to Student and family needs by the SBC.
- (g) Facilitate cooperation between the SBC's personnel and the BISD host school personnel, acknowledging the unique and important role each plays in improving student health and well-being.
- (h) Assist in data collection, as permitted by federal, state, and local laws, to support metrics of success and improvement to demonstrate the impact of the SBC on participating Students' health and well-being.
- (i) Identify a point person from the BISD to serve as the BISD's contact for the SBC and for communication with Su Clinica.

Part IV

Duration of Agreement and Termination

- (a) This MOU is executed on and is effective as of the 1st day of August, 2025, by and between Su Clinica and BISD. The term of this agreement is three (3) years, unless terminated earlier as provided herein.
- (b) This MOU shall terminate automatically if Su Clinica is unable to sustain operational functions or if either party has caused breach of its obligations under this MOU, which has not been remedied within 30 days. Either Party shall provide prompt notice of such failures.
- (c) Either Party, without cause or for convenience, may terminate this MOU by giving written notice of intent to terminate at least six (6) months in advance of the effective date of the termination. Notice of termination shall be given to all Parties covered by this agreement.
- (d) Upon termination of the MOU for any reason, each Party shall retain ownership and custody of all tangible items and real property associated with the SBC which the Party had used its own funding sources to provide to the SBC, unless otherwise agreed by the Parties. The Parties will work cooperatively to allocate any other items and property that were funded by both parties, if any, in for the SBC.

Part V
Procedure for Amendment or Assignment

This MOU may be modified at any time by written agreement of the Parties. No Party may assign this MOU, or any rights or obligations hereunder, to any other person or entity without the other Party's prior written consent.

Part VI
Notices

Any and all notices given under this MOU shall be given by, and be deemed given when, (i) delivered by personal delivery, (ii) five (5) days after deposit in U.S. mail, postage prepaid return receipt requested, or (iii) three (3) days after deposit with a nationally recognized courier, addressed as follows:

If to Su Clinica: 1706 Treasure Hills Boulevard
Harlingen, Texas 78550
Attention: Elena Marin, M.D., CEO

If to BISD: 1900 E. Price Road
Brownsville, Texas 78521
Attention: Superintendent

Part VII
Lease Agreement

Performance of this MOU requires Su Clinica to lease premises for the SBC within a BISD school. Thus, for the purposes of this MOU, the Parties agree to enter into the lease which is attached to and incorporated into this MOU as Attachment 1 (the "Lease").

Part VIII
Compliance

The Parties intend for this MOU and the Lease to meet the requirements of the federal anti-kickback law safe harbor for services, goods, and items provided to federally qualified health centers found at 42 C.F.R. § 1001.952(w). Accordingly, the Parties understand and agree as follows:

- (a) No Referral Obligations: BISD is not required to refer any Students to the SBC for Services, and the value of any goods, services, or items provided by BISD to Su Clinica under this MOU or the Lease is not determined by or conditioned on the volume or value of referrals of Students or other individuals to Su Clinica or the SBC. Su Clinica is not required to refer, nor

is it restricted from referring Students or other individuals to any particular individual or party for health care services.

- (b) Meaningful Contribution. Prior to entering into this MOU and the Lease, Su Clinica reasonably determined that operating the SBC would contribute meaningfully to its ability to maintain or increase the availability, or enhance the quality, of the services Su Clinica provides to the medically underserved population it serves (the "Meaningful Contribution Standard"). Su Clinica documented the basis for this determination when it was made and will make this documented determination available to the Secretary of Health and Human Services (the "Secretary") upon request. Su Clinica will re-evaluate the MOU and the Lease at least annually to confirm that they both continue to meet the Meaningful Contribution Standard and will contemporaneously document this re-evaluation and make this documentation available to the Secretary upon request. Neither the Lease nor the MOU may be amended, renegotiated, or renewed unless Su Clinica reasonably expects to be able to meet the Meaningful Contribution Standard in the next MOU or Lease term, or under the amended MOU or Lease, as applicable.
- (c) Access to Services. The Parties agree that all Students who clinically qualify for the Services offered at the SBC may receive those Services regardless of a Student's payor status or ability to pay. The Parties may impose reasonable limits on the Services to be provided to Students, provided such limits do not take into account a Student's payor status or ability to pay.
- (d) Non-Exclusive. Neither this MOU nor the Lease restricts Su Clinica's ability to enter into agreements or arrangements with other parties intended to facilitate Su Clinica's operation of the SBC.
- (e) Freedom of Choice. Su Clinica will notify Students and their parent(s) and/or legal guardian(s) of their freedom to choose any willing provider for the types of health care services provided at the SBC. Such notice will be provided on a timely basis and in a manner reasonably calculated to be effective and understood by the Student or their parent(s) or guardian(s).
- (f) Notice of Arrangement. Su Clinica will disclose to Students and their parent(s) and/or legal guardian(s) the existence of the arrangement between the Parties to operate the SBC.

Part IX Other Provisions

- (a) Costs and Expenses: Except to the extent otherwise agreed upon in writing by the Parties, each of the Parties shall be solely responsible for its own expenses (including legal fees and expenses, consulting fees, accounting fees and expenses, and fees and expenses of Party's representatives) related to activities described in this MOU.

- (b) Binding Agreement: Upon execution by the Parties, this MOU will constitute the binding and enforceable agreement of the Parties.
- (c) No Third-Party Beneficiaries: This MOU is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
- (d) Entire Agreement: This MOU contains the entire understanding among the Parties in respect to its subject matter. This MOU may be amended only by a written instrument executed by the Parties. This MOU shall be binding (as applicable) upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- (e) Counterparts: This MOU may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.
- (f) Governing Law: The terms of this MOU shall be governed by the laws of the State of Texas. All disputes, including requests for injunctive relief, shall be submitted to a court of competent jurisdiction in the State of Texas.
- (g) Severability: If any of the terms or provisions of this MOU or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU and the application of such terms or provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law.

**Part X
Certification**

The undersigned hereby agree to abide by all terms and conditions outlined in this MOU, or in any amended version of this MOU, for the duration of this MOU.

SU CLINICA

By: _____

Name: _____

Its: _____

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

ATTACHMENT 1

SCHOOL-BASED CLINIC SPACE LEASE

This lease is made on **August 01, 2025**, by Brownsville Independent School District, located at 1900 E. Price Road, Brownsville, Texas 78521 ("**Landlord**"), and Su Clinica, a Texas based nonprofit corporation, located at 1706 Treasure Hills Blvd., Harlingen, Texas 78550 ("**Tenant**"), upon the following terms and conditions.

1. Description of the Premises. Landlord leases to Tenant and Tenant hires from Landlord that area known as the school-based clinic, which is described on **Exhibit A**, containing **11,160** square feet, for purposes of this lease ("**premises**"), located on land and improvements known as **[Cromack Elementary School, 3200 E 30th St, Brownsville, TX 78521]** ("**building**"), in Brownsville, Texas.
2. Common Areas. Landlord shall make available areas and facilities of common benefit to the tenants and occupants of the premises, including parking areas, driveways, sidewalks and ramps, service areas, hallways, lighting facilities, and landscaped areas ("common areas"). Landlord shall operate, manage, equip, light, insure, repair, and maintain the common areas. All common areas shall be under the exclusive control and management of Landlord.
3. Term. This lease shall be for the term of 3 years commencing on **August 01, 2025**, ("**commencement date**") and ending on **September 30, 2028**, unless earlier terminated. This lease shall terminate automatically without penalty upon termination of the Memorandum of Understanding between Su Clinica and BISD dated **August 01, 2025**, for operation of a school-based clinic ("**SBC**"), into which this lease is incorporated.
4. Termination of Lease Agreement. Either Party, without cause or for convenience, may terminate this Lease Agreement by giving written notice of intent to terminate at least six (6) months in advance of the effective date of the termination. Notice of termination shall be given to all Parties covered by this agreement.
5. Rent. During the term of this lease, Tenant shall pay Landlord annual rent of **One Hundred dollars (\$100)**, to be paid in monthly installments of **Eight dollars and Thirty Three Cents dollars, (\$8.33)**, in advance, on the first day of each month during the term of this lease.
6. Operating Expenses. In consideration for the payment of rent, Landlord assumes sole responsibility for all operating expenses for both the common areas and Tenant's premises. Tenant shall have no further obligation to pay any portion of Landlord's operating expenses. To the extent authorized by the Texas Constitution and laws of the State of Texas and without waiving immunities to which a respective party may be entitled, Landlord and Tenant each agree to indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, damages, losses, costs, and

expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) the negligence or willful misconduct of the indemnifying party, its agents, employees, or invitees; (b) any breach of this Lease agreement by the indemnifying party; or (c) any other act or omission of the indemnifying party, its agents, employees, or invitees, that causes injury, damage, or loss to the other party or any third party.

As used in this paragraph, Landlord's operating expenses include the following costs and expenses actually and reasonably incurred by Landlord with respect to the land and improvements, including the common areas, on which the premises are situated: (a) all real property taxes and assessments, general and special; (b) water, sewer, electricity, gas, and other sources of power for heating, lighting, ventilating, or air-conditioning; (c) property management fees; (d) janitorial services for the common areas contracted for by Landlord; (e) supplies consumed in connection with cleaning and general maintenance of common areas; (f) exterior grounds care; (g) installation and maintenance of exterior and common area signs identifying the building and its tenants; (h) building and premises security; and (i) the Landlord shall be responsible for all major repairs, including structural issues, plumbing, HVAC, and electrical systems.

7. Use. Tenant shall use and occupy the premises as SBC and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Tenant shall not deface or injure the premises or the building, permit anything to be done on the premises tending to create a nuisance or to disturb other tenants in the building, or permit any activity in the premises that will result in an increase of any insurance premium on the premises or the building.
8. Taxes. Landlord shall pay all applicable taxes and special assessments levied against the land and improvements on and in which the premises are situated. Tenant shall pay all applicable personal property taxes assessed against any personal property owned by Tenant on the premises.
9. Maintenance and Repair. Landlord shall maintain and keep the premises and the common areas in good condition and repair, including the exterior windows, the heating and air-conditioning equipment, and the electrical and plumbing systems. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the premises in a neat and clean condition. Tenant shall also be responsible for all repairs or replacements occasioned by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.

10. Assignment and Subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or sublet the premises or any portion of the premises without Landlord's prior written consent. In the event of any assignment or sublease, Tenant shall remain fully liable on this lease.
11. Utilities. Landlord shall provide and pay for all utilities to the common areas and the premises, including electricity, heat, air-conditioning, ventilation, water, and sewer services. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.
12. Insurance. Landlord shall insure the building, including the premises and the common areas, against loss or damage under a policy of fire or extended coverage insurance in amounts that Landlord deems appropriate.

Tenant shall indemnify Landlord and keep Landlord harmless from any liability or claim for damages that may be asserted against Landlord because of any accident or casualty occurring on or about the leased premises related SBC services. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of not less than \$500,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$300,000.00 for damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy.

Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy.

Any personal property kept on the premises by Tenant shall be kept there at Tenant's sole risk.

13. Indemnification: To the extent authorized by the Texas Constitution and laws of the State of Texas and without waiving immunities to which a respective party may be entitled, Landlord and Tenant each agree to indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) the negligence or willful misconduct of the indemnifying party, its agents, employees, or invitees; (b) any breach of this Lease agreement by the indemnifying party; or (c) any other act or omission of the indemnifying party, its agents, employees, or invitees, that causes injury, damage, or loss to the other party or any third party.

14. Acceptance of Premises. The opening by Tenant of a SBC in the premises shall constitute an acknowledgment by Tenant that the premises are then in acceptable condition.
15. Damage or Destruction. If, during the term of this lease, the premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the premises shall be repaired as speedily as possible at Landlord's expense unless this lease is terminated as provided below. In the event of damage which causes the premises to become totally untenable for a period exceeding 3 business days, Tenant's obligation to pay rent shall be suspended from the date of the damage until such time as the premises are made to be partially or totally tenable. If the period of total untenability exceeds 180 consecutive days, Tenant shall have the right to terminate this lease at that time. In the event of damage which causes the premises to become partially untenable, and this lease is not terminated as provided below, there shall be no abatement or reduction in the rent payments due under this lease.

If, during the term of this lease, the premises or the building is partially or totally destroyed by fire or other casualty, and the cost of restoring the premises or the building to its prior condition equals or exceeds 50 percent of its fair replacement value immediately before the damage, or if the premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. Upon the giving of the notice, the lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord is not given, this lease shall continue, and Landlord shall cause the premises or the building to be repaired or restored with due diligence.

16. Alterations. No improvements, alterations, additions, or physical changes shall be made on the premises by Tenant without the prior written consent of Landlord. Tenant shall not paint or decorate any part of the interior or exterior of the premises, or attach or hang any curtains, blinds, shades, screens, awnings, or other projections to the interior or exterior of any window of the premises or on the outside wall of the building. Also, Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the building or on any window or door of the premises without Landlord's prior written consent. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the premises at the termination of the lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the premises caused by the removal.
17. Signs. Landlord shall provide appropriate signs on the exterior of the building and in the common areas. Tenant shall, at its own expense, be responsible for any of its signs on

the exterior of the premises. Landlord reserves the right to require uniform signs for all tenants, and no sign or other advertising or lettering shall be placed on the exterior walls or corridors of the building or on any windows or doors of the premises without Landlord's prior consent.

18. Remedies and Default. Landlord may terminate the lease if Tenant does any of the following:
 - (a) defaults in paying any sums to Landlord when due, including rent and additional rent, and does not cure the default within 10 days after written notice of the default from Landlord;
 - (b) defaults in performing any other covenant or condition of the lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
 - (c) is adjudicated a bankrupt or makes any assignment for the benefit of creditors.
19. Access to Premises. Landlord shall have the right to enter the premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Tenant's SBC. Landlord shall have the right to use all or any part of the premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the premises in locations within the premises that will not materially interfere with Tenant's use of the premises.
20. Rules and Regulations. Landlord reserves the right to adopt from time-to-time rules and regulations for the operation of the building that are customary for buildings of this character and are consistent with the provisions of this lease. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations.
21. Waiver. Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this lease. This lease may not be changed, modified, or discharged orally.
22. Notices. All notices required under this lease shall be in writing and shall be deemed to be given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
23. Quiet Enjoyment. Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may

peaceably and quietly hold, occupy, possess, and enjoy the premises for the full term of this lease.

24. Subordination to Mortgage. Any mortgage now or later placed upon any property of which the premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this lease. Tenant subordinates all of its interest in the leasehold estate created by this lease to the lien of any mortgage of Landlord. Tenant shall, at Landlord's request, sign any additional documents necessary to indicate this subordination. Notwithstanding the foregoing, Tenant's possession of the premises under this lease shall not be disturbed by any mortgagee, trustee under a trust deed, owner, or holder of a note secured by a mortgage or trust deed now existing or later placed on the premises, unless Tenant breaches any of the provisions of this lease and the lease term of Tenant's right to possession is lawfully terminated in accordance with the provisions of this lease.
25. Changes by Landlord. Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the building, parking lot, driveways, signs, landscaping, and sidewalks, including additions to, subtractions from, or rearrangements of the improvements, provided that the changes do not materially alter the use of the premises.
26. Holding Over. If Tenant remains in possession of the premises after the expiration or termination of the lease and without signing a new lease, it shall be deemed to be occupying the premises as a tenant from month to month at the normal rent (as adjusted in this lease), subject to all the conditions, provisions, and obligations of this lease insofar as it can be applicable to a month-to-month tenancy, cancellable by either party upon 7 days written notice to the other.
27. Recording. Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party, the other party shall join in signing a memorandum or so-called "short form" of this lease for the purpose of recordation. The memorandum or short form of this lease shall describe the parties, the premises, and the term of this lease, and shall incorporate this lease by reference.
28. Captions and Headings. The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
29. Applicable Law. This lease shall be construed under the laws of the state of Texas. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

30. Successors. This lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.
31. No Partnership. Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
32. Recovery by Tenant. Tenant agrees to look solely to the interest of Landlord in the land and improvements on which the premises are situated to satisfy any judgment against Landlord as a result of any breach by Landlord of its obligations under this lease. No other property of Landlord or any partners shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this lease.
33. Estoppel Agreement. At the request of Landlord, Tenant shall, within 10 days, deliver to Landlord, or anyone designated by Landlord, a certificate stating the commencement date and the term and certifying, as of that date, the date to which rent, additional rent, and other charges under this lease are paid, that this lease is unmodified and in full force, and that Landlord is not in default under any provision of this lease or, if the lease is modified or if Landlord is in default, stating the modification or the nature of the default and the amount of any claims.

The parties' authorized officials have executed this lease below.

TENANT

Su Clinica

By: _____

Name: _____

Its: _____

LANDLORD

Brownsville Independent School District

By: _____

Name: _____

Its: _____

Exhibit A - Leased Premises
