

Consider approval of the Memorandum of Understanding (MOU) with Community Health Development Incorporated (CHDI) for the School Based Health Clinic.
August 6, 2024

1. Background:

This Memorandum Of Understanding Is Entered Into By And Between Community Health Development Incorporated (CHDI) and The Uvalde CISD to provide certain health services to UCISD students, teachers, and other personnel. The Parties agree that CHDI shall provide the health services as a collaborative project.

2. Process:

Uvalde CISD proposes to address certain healthcare needs of its students, teachers, and other personnel by collaborating with CHDI to provide onsite and virtual healthcare services, to augment Uvalde CISD's school health program and to meet Uvalde CISD's goals of reducing student and employee absenteeism, increasing student's ability to meet academic potential, and improving the physical well-being of students, teachers, and other personnel.

3. Fiscal Impact:

None

4. Recommendation:

It is recommended that the Board approve the MOU between the Community Health Development Incorporated (CHDI) and Uvalde CISD.

5. Action Required:

Board Action Required

6. Contact Person:

Ashley Chohlis, Superintendent

**COLLABORATIVE WORKING AGREEMENT
BETWEEN
UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND
COMMUNITY HEALTH DEVELOPMENT, INC.**

This Collaborative Working Agreement (the “Agreement”) between Community Health Development, Inc. (“CHDI”) and Uvalde Consolidated Independent School District (“UCISD”) (also individually referred to as “Party” and together as “Parties”) serves to confirm the mutual understandings of CHDI and UCISD for CHDI to provide certain health services to UCISD students, teachers, and other personnel. The Parties agree that CHDI shall provide the health services as a collaborative project as outlined below, beginning effective as of August 12, 2024 (the “Effective Date”).

CHDI is not affiliated or associated in any way with UCISD.

I. Project Description:

UCISD proposes to address certain healthcare needs of its students, teachers, and other personnel by collaborating with CHDI to provide onsite and virtual healthcare services as more particularly described in **Exhibit A** hereto (“Primary Care Services”) to augment UCISD’s school health program and to meet UCISD’s goals of reducing student and employee absenteeism, increasing student’s ability to meet academic potential, and improving the physical well-being of students, teachers, and other personnel. Services will be provided at UCISD’s campus located at the location set forth on **Exhibit B** (the “Campus”).

CHDI and UCISD agree to collaborate in the following manner:

CHDI will provide healthcare service providers on-site at the designated Campus and via telehealth to all campuses, as more fully described herein.

- CHDI shall develop and maintain policies and procedures for the provision of on-site Primary Care Services on designated Campus and via telehealth to other campuses, subject to modification at the request of UCISD. The responsibility of escorting students to and from the health visit, when required, shall be the responsibility of UCISD. UCISD shall designate and assign staff members to support students to and from the health visit, as needed. UCISD shall advise CHDI, in advance in a timely manner, of the staff members it has assigned to escort students.
- CHDI shall have the right to bill students for Primary Care Services provided by healthcare providers in accordance with CHDI’s usual and customary fee schedule for services that are normally reimbursable by third-party payers if the student/parent has consented prior to the service being rendered. Such Primary Care Services would be expected to include well-child exams, examinations of children requiring health services by the healthcare

providers, and similar items and services. All Primary Care Services shall be provided in accordance with CHDI's Sliding Fee Discount Program and Billing and Collection Policies. UCISD shall cooperate with CHDI to obtain health insurance information, if any, from any and all students and their parents or guardians who receive services under this Agreement. The Parties expressly agree that UCISD has no financial or legal liability for CHDI's services to UCISD students, teachers, and other personnel.

- CHDI and UCISD agree that all providers and other clinical staff working under this agreement are licensed, certified, or registered as verified through a credentialing process in accordance with applicable federal, state, and local laws; and are competent and fit to perform the healthcare services, as assessed through a privileging process.
- CHDI shall maintain patient records, charts, and related information regarding the Primary Care Services provided by CHDI and its personnel hereunder on its secure electronic health records system. Upon the termination of the Agreement, CHDI shall keep or retain any such records or information as required by law.
- CHDI shall provide staffing five days per week for Primary Care Services. This includes healthcare providers and any necessary support staff. Primary Care Services provided during these days include immunizations, sports physicals, well-child visits, diagnosis and treatment of chronic illnesses, diagnosis and treatment of acute illnesses, and diagnosis and treatment of certain behavioral health and dental needs, as shall be further described in **Exhibit A** hereto. CHDI will coordinate with UCISD Administration for the scheduling of the Primary Care Services in relation to the academic calendar.
- If, in the judgment of UCISD, any assigned CHDI staff members pose a risk to the students or staff at UCISD, or to himself/herself, or the CHDI staff member does not conform to the significant safety, health, or other policies required by UCISD, UCISD may immediately remove that individual from UCISD property and shall notify the Chief Executive Officer of CHDI of this action and the reasons therefore in writing. CHDI will investigate such claim and replace that individual with another employee of suitable ability and qualifications.
- In accordance with and without waiving requirements under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA"), which may prohibit UCISD from sharing student contact information in certain instances, CHDI shall have the right to contact students and parents or guardians to provide and improve parent, student and community awareness of CHDI through contacts, promotional events, print materials and otherwise to enhance the general awareness of the Primary Care Services offered by CHDI at the Campus. Such education and awareness shall be presented by means of direct mail promotional materials, internet, social media, telephonic, and other lawful and appropriate means customary to the provision of Primary Care Services. UCISD agrees that CHDI

shall have the right to use UCISD's name and logo in all such promotions and education and awareness campaigns and shall have the right to use UCISD's name and logo to create one or more UCISD Health Center webpages on CHDI's website. UCISD retains final authority to veto the use of its name and/or logo in any promotion, website, or campaign. UCISD shall provide student and parent contact information electronically to the extent permitted by FERPA, as may be reasonably requested from time to time by CHDI, in order to facilitate such contact.

UCISD will provide to CHDI:

- Facility/Space sufficient to host the health care staff as described above to provide the Primary Care Services described herein

UCISD will cover the expenses associated with the above space, including utilities, maintenance, and other expenses related to its use.

Space to be provided to CHDI includes the following:

- Adequate amount of ADA-compliant space for the Primary Care Services provided, including reception area, exam rooms, treatment areas, lab, staff space, and storage. Areas such as reception, staff space, and storage may be shared spaces. CHDI shall provide any equipment or materials needed to deliver Primary Care services on-site at the designated Campus and remotely to other UCISD campuses at its own expense.
- The space shall have adequate and comfortable lighting levels in all areas; limitation of sounds at comfort levels; a comfortable room temperature; and adequate ventilation through windows, mechanical means, or a combination of both.
- Toilet rooms, toilet stalls, and lavatories shall be conveniently accessible.

II. **Service Opportunity**

UCISD grants CHDI a license to occupy and use the foregoing space and the right to use all equipment, furniture, and fixtures, subject to the terms and conditions hereinafter expressed, for the purposes of providing Primary Care Services to UCISD students, teachers, and other personnel both during and after school hours. In some instances, as will be more fully set out in a later agreement between UCISD and CHDI, UCISD may grant CHDI a license to occupy and use certain spaces for providing health care services to students during certain after-school hours as determined by UCISD. Notwithstanding the foregoing, CHDI shall only be permitted to utilize such space outside of school hours so long as CHDI arranges for the areas of the Campus other than the space occupied by CHDI to be reasonably secured from access by CHDI's patients and invitees.

In connection with its use of the licensed area, CHDI shall also have the non-exclusive right to use in common with UCISD any reasonably necessary common areas, parking areas, stairways,

elevators, restrooms, hallways, kitchens, break rooms, conference rooms, and similar areas, to the extent the regular business of UCISD is not unreasonably disturbed.

The Parties acknowledge that as and when matters arise regarding the use of such space, the Parties shall act reasonably and in good faith to adjust and resolve such matters.

CHDI shall be responsible for any and all damage to UCISD property related to CHDI's license to occupy under this agreement, except for normal wear and tear. Any modifications to the space shall require prior written approval from UCISD.

III. **Waivers and Authorizations**

The Parties hereto agree that collaborating will help bring more individuals into care. UCISD shall obtain a signed, written copy from all students who desire to receive Primary Care Services from CHDI of (a) the Consent/Release and Waiver in a form containing information consistent with that set forth as an example in **Exhibit C**, which is hereby incorporated into and made part of this Agreement ("Waivers"); and (b) the Authorization to Disclose Protected Health Information, in a form containing information consistent with that set forth as an example in **Exhibit E**, which is hereby incorporated into and made part of this Agreement ("Authorizations"). UCISD agrees to provide CHDI with a copy of all Waivers and Authorizations for each student prior to the provision of Primary Care Services by CHDI hereunder. UCISD and its staff shall not have access to confidential health information, except (i) where access shall have been granted by a patient/student or a patient's/student's personal representative (e.g., parent or guardian) pursuant to the Authorization to Disclose Protected Health Information, or (ii) where UCISD shall be entitled to receive such confidential health information pursuant to Federal, or State laws, rules and/or regulations such as, but not limited to, 45 C.F.R. § 164.502(g). The Parties agree to comply with all applicable federal, State, and local laws, rules, and regulations in performing their obligations under this Agreement, including such laws respecting the confidentiality of patient/student information (e.g., HIPAA and FERPA). Any data shared pursuant to such Waivers and Authorizations shall be maintained by the other Party on a confidential basis and shall not be provided to any third party unless required by applicable law. All medical records shall remain the property of CHDI. All educational records shall remain the property of UCISD.

Each Party will communicate openly to review strategies for improving service delivery, ensure the objectives of this Agreement are fully met, and meet to discuss this program at least twice per year.

In the provision of the Primary Care Services, the Parties hereto shall give equal opportunity to all persons entitled to receive Primary Care Services. They shall not discriminate for any reason based on race, creed, color, sex, sexual orientation, age, national origin, ethnicity, disability, marital status, religion, or political beliefs or affiliations.

IV. Term:

The term of this Agreement shall commence on the Effective Date and continue until August 12, 2025 (the "Agreement Term"), subject to earlier termination of this Agreement, pursuant to the terms hereof.

The Agreement's Term shall be extended for additional terms of one (1) school year each (each, a "Renewal Term") unless either Party provides written notice to the other Party at least ninety (90) days prior to the expiration of the initial term or the Renewal Term, as applicable, of its intent not to renew the Agreement. Either Party may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other Party hereto.

V. Independent Status:

CHDI and UCISD enter into this Agreement as independent collaborators. CHDI and UCISD are to direct and be responsible for their respective employee's and agents' performance and compensation, including payroll taxes. CHDI and its agents shall not be considered the agent, servant, or employee of UCISD for any purposes whatsoever. UCISD and its agents shall not be considered the agent, servant, or employee of CHDI for any purposes whatsoever.

VI. Indemnification:

To the extent permitted by law, CHDI and UCISD agree to hold harmless and to indemnify each other, individual employees, agents, trustees, officers, directors, and board members for any and all liability resulting from complaints, grievances, claims, actions, or suits which arise from performance under this agreement. To the extent permitted by law, CHDI and UCISD shall at all times defend, indemnify, and hold harmless both entities' trustees, officers, employees, and agents from and against any and all claims for damages for injuries and other losses, including costs and attorney's fees, resulting directly or indirectly from any omission or act of the indemnifying Party's officials, employees, agents, subcontractors, or volunteers arising out of the performance of this Agreement, whether such claims are asserted before or after the termination of this Agreement. However, nothing in this paragraph or this Agreement waives or alters any immunity available to either Party, its employees, officers, or agents under federal or state law.

The Parties to this Agreement will provide and maintain insurance coverage during the term of this Agreement with insurers licensed to do business in the State of Texas. Further, the Parties agree to maintain coverage in the type, with coverage, and in the amounts equal or comparable to prudent business practices of institutions serving similar industries. The specific requirements of the Parties are listed below. The Parties shall each be solely responsible for all acts or omissions of their own employees, representatives, agents, assigns, and volunteers. Neither Party shall be responsible for any acts or omissions of the other Party's employees, representatives, agents, assigns, and volunteers. As of the signing of this Agreement, each Party warrants that it has

provided evidence of its insurance limitations and carriers to the other Party. Each Party agrees to provide the other with original certificates of coverage, which shall provide that either Party will receive at least thirty (30) days prior notice before alteration, modification, or cancellation of any policies by the other Party.

CHDI shall name UCISD as an additional insured and shall maintain and provide evidence of to UCISD, at a minimum, the following coverage:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, Sexual Abuse & Molestation, and property damage.
- Workers' Compensation: As required by the State of Texas Employers' Liability:
 - \$500,000 each accident
 - \$500,000 policy limits bodily injury by disease
 - \$500,000 for each employee's bodily injury by disease.

In lieu of professional liability insurance, CHDI, its employees, and certain individually contracted health care practitioners have Federal Tort Claims Act ("FTCA") coverage for professional liability actions, claims, or proceedings arising out of acts or omissions committed while providing Primary Care Services within CHDI's scope of the project at CHDI's sites and other approved locations. It is the specific intention of the Parties for this Agreement to comply with 42 C.F.R. 6.6(e)(i)(A-B) and for the Primary Care Services to be provided hereunder to be covered by the FTCA. CHDI's FTCA coverage does not extend to nor is it applicable to errors and omissions of UCISD.

UCISD shall carry or provide through self-insurance, and at all times maintain in full forces and effect, general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate covering UCISD and all activities that UCISD coordinates or otherwise promotes. To the extent possible, UCISD shall name CHDI as an additional insured on all such policies. Upon CHDI's request, UCISD shall furnish evidence of such coverage by Certificate of Insurance or any renewal Certificate of Insurance so that CHDI has evidence of required insurance being effective at all times during the term of this Agreement.

VII. Criminal History Background Check

CHDI agrees to provide assurance that all employees, subcontractors, and volunteers of the organization who work on any UCISD campus where students are present have been fingerprinted in accordance with state requirements for the purposes of working for or with a Texas school district (pursuant to Texas Administrative Code Section 19, §153.1101, Section 19, §153.1117, and Texas Education Code Section §22.0834), passed a criminal history background check within the last calendar year, and complying with UCISD's current policy pertaining to criminal histories. All new hires and terminations made by CHDI of employees providing Primary Care

Services hereunder must be coordinated with the UCISD Human Resources department for the purpose of ensuring a criminal background check has been performed. CHDI will perform a new background check annually on each employee, subcontractor, or volunteer. All employees, subcontractors, and volunteers must comply with the UCISD Policy on Criminal Background Checks and Hiring as it exists or may hereafter be amended.

VIII. Reporting and Retention of Records

Each Party shall be responsible for maintaining any necessary statistics, outcome measures, and financial documentation. The Administration and key staff of both Parties may meet periodically to monitor compliance, objectives, work plan, quality assurance, and outcomes measures. UCISD and CHDI shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon.

To the extent that CHDI may come into possession of student records and information, and to the extent that CHDI may be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, CHDI agrees to comply with all requirements of the Family Educational Rights and Privacy Act and agrees to execute the attached FERPA Confidentiality Agreement, attached **Exhibit D**, and comply with its terms. UCISD shall use best efforts to timely notify CHDI if UCISD is required to furnish information or records pursuant to the Texas Public Information Act, court order, or other law. If documents requested are maintained by CHDI as an agent of UCISD, the Parties agree to collaborate regarding the privacy and confidentiality provisions of the Texas Public Information Act, state law, and federal law in protecting such documents. UCISD shall have the right to release such information and records as allowed by law and shall, to the extent requested by CHDI, assist CHDI in preserving the privacy of any health treatment records and objecting to the disclosure of records under the Texas Public Information Act, where records which are not required to be released under the Texas Public Information Act.

IX. Non-Solicitation:

During the entire Term and for a period of one (1) year thereafter, neither Party shall solicit the services of any employee, consultant, or provider of the other Party hereto for such Party's use or benefit or for any other person's or company's use or benefit, or induce or help to induce any such employee, consultant or provider to leave for other employment, without the engaging or employing Party's prior written consent.

X. Terms of the Agreement:

This Agreement shall be governed by the laws of the State of Texas, laws of the United States of America, any applicable executive orders, OMB circulars, and their implementing regulations. This Agreement may be terminated for cause effective upon written notice. This Agreement may be amended with the written agreement of both Parties.

XI. **Miscellaneous:**

A. Health Care Fraud and Abuse Compliance

1. The Parties agree that: (1) UCISD may be considered a current or potential source of patient referrals to CHDI; (2) the charges for services hereunder are consistent with fair market value; and (3) reflect fair market value and do not take into account the volume or value of referrals or business that may otherwise be generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs. The Parties hereby acknowledge and agree that it is not a purpose of this Agreement or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any Party with respect to the referral of patients or business of any nature whatsoever.
2. To the Parties' knowledge, the charges hereunder are: (1) set in advance, (2) do not take into account nor include any additional charges attributable to the proximity or convenience of UCISD as a potential referral source, and (3) would be commercially reasonable even if no referrals were made between UCISD and CHDI.

B. Change of Law / Invalidity

1. In the event of the invalidity of any provision of this Agreement, such provision shall be deemed stricken from this Agreement, which will continue in full force and effect as if the offending provision were never a part of this Agreement. If a Triggering Event, as hereinafter defined, occurs, the Parties shall negotiate an amendment to this Agreement as necessary to comply with the item giving rise to the Triggering Event. To the fullest extent possible, any such amendment shall preserve the responsibilities and duties and the underlying economic and financial arrangements among the parties with the least amount of changes to such Parties' expectations hereunder.
2. "Triggering Event" means the effectiveness of any legal requirement, including an advisory opinion or other authoritative statement or other rendering from an evidentiary proceeding of any order, decision or judgment (including without limitation those relating to any final regulations promulgated under state or federal anti-kickback or self-referral statutes) which in the good faith and reasonable judgment of any Party materially and adversely affects: (i) any Party's licensure; (ii) the participation by any Party in any federal or state health benefit program; (iii) the ability of any Party to obtain reimbursement or payment under any federal or state health benefit program; (iv) the ability to refer patients to the other Party

hereunder; (v) the ability of any Party to obtain any material benefit under this Agreement or to perform a material obligation under this Agreement; or (vi) the legality of any provision of this Agreement or the relationships contemplated or evidenced by this Agreement.

- C. Force Majeure. No Party shall be held liable or responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in fulfilling or performing any obligation of this Agreement when such failure or delay is due to force majeure, and without the fault or negligence of the Party so failing or delaying. For purposes of this Agreement, force majeure is defined as causes beyond the control of the Party, including acts of God; acts, regulations, or laws of any government; war; civil commotion; destruction of production facilities or materials by fire, flood, earthquake, explosion or storm; labor disturbances; epidemic; and failure of public utilities or common carriers. In such event the affected Party shall immediately notify the other Party, with written notice to follow, of such inability and of the period for which such inability is expected to continue. The Party giving such notice shall thereupon be excused from such of its obligations under this Agreement as it is thereby disabled from performing for so long as it is so disabled and for thirty (30) days thereafter. To the extent possible, each Party shall use reasonable commercial efforts to minimize the duration of any force majeure.
- D. Venue. Mandatory and exclusive venue for this Agreement shall be a court of competent jurisdiction in Uvalde County, Texas.
- E. Default. The occurrence of any of the following shall constitute a material default under this Agreement:
1. The failure to timely perform any material obligation hereunder.
 2. The insolvency or bankruptcy of either Party.
 3. The subjection of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
 4. The failure to make available or deliver the Primary Care Services in the time and manner provided for in this Agreement.
 5. Any other breach of any other provision of this Agreement.
- F. Remedies. In addition to any and all other rights, a Party may have available according to the law if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement, the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by a Party providing notice, the failure to cure the default(s) within such time period shall result

in the automatic termination of this Agreement.

- G. Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision of this Agreement shall be held invalid or unenforceable under any particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- H. Assignment. CHDI may not assign all of its rights and duties under this Agreement without UCISD's prior written consent, which shall not be unreasonably withheld. UCISD may not assign its rights or duties herein without the prior written consent of CHDI. Any such assignment by UCISD without the prior written consent of CHDI shall be null and void. This Agreement may otherwise be assigned upon the written agreement of both Parties.
- I. Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the Parties. On the Effective Date, this Agreement shall supersede any other Collaborative Working Agreement, between CHDI and UCISD, except with respect to rights and obligations thereunder intended to survive the termination of any such Collaborative Working Agreement.
- J. Amendment. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.
- K. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.
- L. Notice. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, effective three (3) business days after mailing if mailed by certified mail, postage prepared, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, as follows:

If to CHDI: Community Health Development, Inc.
 Attn: Mayela Castanon, CEO
 908 Evans Street, Building A
 Uvalde, Texas 78801

If to UCISD: Uvalde Consolidated Independent School District
Attn: Ms. Ashley Chohlis, Superintendent
1000 N. Getty Street
Uvalde, TX 78801

- M. Waiver of Contractual Right. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- N. Expenses. Each Party to this Agreement shall pay its own costs and expenses in connection with the transaction contemplated hereby.
- O. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- P. Binding Effect. This Agreement shall not become effective or legally binding upon either Party until signed by both UCISD and CHDI.

Executed this ____ day _____ 2024,
CHDI

By: _____
Mayela Castanon
Chief Executive Officer

Executed this ____ day of _____,
UCISD

By: _____
Ashley Chohlis
Superintendent

EXHIBIT A
PRIMARY CARE SERVICES

- Immunizations
- Sports physicals
- Well-child visits
- Diagnosis and treatment of chronic illnesses (asthma, diabetes, etc)
- Diagnosis and treatment of acute illnesses (cold, flu, ear infection, etc)
- Diagnosis and treatment (or referral) for certain behavioral health needs (ADHD, anxiety, depression, etc)
- Diagnosis and treatment (or referral) for certain oral health needs

EXHIBIT B
CAMPUS LOCATIONS

As of August 12, 2024, CHDI shall provide in-person Primary Care Services under the Agreement at the following Campuses:

- Uvalde Elementary
601 Dean St.
Uvalde, TX 78801

EXHIBIT D
AGREEMENT FOR CONFIDENTIALITY - FERPA

The Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, (FERPA) is a federal law that protects the privacy interests of parents and students with regard to education records. It affects every public elementary and secondary school, including Uvalde Consolidated Independent School District. (“UCISD”).

FERPA defines “education records” broadly to include all records, files, documents, and materials, such as films, tapes, or photographs, containing information directly related to a student that an education agency or institution (such as UCISD) maintains. For example, education records include information that UCISD maintains on students in report cards, surveys and assessments, health unit records, special education records, and correspondence between the school and other entities regarding students.

FERPA restricts the release of education records or information from education records that could identify the student (“personally identifiable information”). Before releasing such records or information to a party outside the school system, the school must obtain consent of the student’s parent unless the student is 18 or over, in which case only the student can consent to the release, or unless the release falls under one of the exceptions to the consent requirement.

Statutory exceptions applicable to the prior consent requirement are set forth in detail under Section 99.31 of the FERPA regulations in Part 34 of the Code of Federal Regulations. A common exception is a disclosure made to other school officials who have a legitimate educational interest in the information. A school official includes a person or company with whom the District has contracted to perform special task. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities.

As an independent contractor for UCISD or entity who has contracted with UCISD to perform a special task, if you receive confidential student information or education records about a student as part of fulfillment of your professional responsibilities to UCISD, you and/or your company must not disclose the information you receive to anyone who does not have a legitimate educational interest. Furthermore, you are to seek guidance from the person to whom you report to or work with at UCISD before releasing student record information in any part.

My signature below indicates that CHDI has read and understood the information and expectations set forth above. CHDI shall comply with FERPA and ensure those who work for it listed below on a project for UCISD are aware of this Agreement and comply with this Agreement.

Authorized signature:

Chief Executive Officer

Date

EXHIBIT E
AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION



AUTHORIZATION TO USE OR DISCLOSE HEALTH INFORMATION

Patient/Student Name:	Date of Birth:
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You have consented to your child receiving healthcare services from Community Health Development, Inc. CHDI will create a medical record for your child. This information is separate from health information about your child in records maintained by the school nurse. Both types of records are confidential and are protected by two important laws. First, the Health Insurance Portability and Accountability Act (HIPAA) protects personal health information in medical records kept by CHDI. Second, the Family Educational Rights and Privacy Act (FERPA) protects personal information in education records maintained by CHDI and school nurses.

SERVICES AT CHDI SBHCs ARE DESIGNED TO IMPROVE YOUR CHILD’S HEALTH AND WELL-BEING THROUGH A COORDINATED EFFORT WITH YOU, YOUR CHILD, THE SCHOOL NURSE, SCHOOL COUNSELOR, AND YOUR CHILD’S PRIMARY CARE PHYSICIAN. To accomplish this, it is important that information be shared between these providers regarding your student’s current health and health history.

The laws discussed above provide that your child’s health information is confidential and, in most instances, cannot be released to any person or agency without your written consent. However, the laws do permit healthcare providers to share information, without consent, if necessary to meet your child’s treatment needs. Personal health information may be provided to the school nurse for the express purpose of the school nurse’s assessment and medical treatment of a student. Personal information may also be shared with school counselors related to the academic and social-emotional well-being of your student. Personal health information may also be shared between CHDI and your primary physician in order to facilitate the care and treatment to your child when the information is used only to treat your child and is otherwise maintained as confidential. A school nurse can release personal health information in an emergency when the information may be necessary to protect the health or safety of your child or other persons. Finally, information related to your child’s immunization status may be shared among the school nurse, CHDI, and your child’s primary provider.

There may be additional information regarding your child’s health that should be shared in order to have a complete medical history for your child. We ask that you provide consent for this information to be shared. This consent does not mean that your child’s complete medical file will be copied and disseminated. However, it will permit the school nurse, CHDI, and your child’s primary provider to share information that the individual or entity believes necessary or helpful to improve your child’s health and well-being. This will permit your child to fully benefit from CHDI services.

Initial Here	I authorize my child’s entire record to be released to the School Nurse and/or School Counselor, as needed (required for CHDI services).
Initial Here	I authorize my child’s entire record to be released to my child’s primary care provider (regular doctor):

Signature Required on Page



Patient/Student Name:	Date of Birth:
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CHDI is authorized to release patient health information as follows:

Information to be used or disclosed:	<input type="checkbox"/> Entire record including, without limitation, personal health information and other records pertaining to treatment, payment or services sought or received, including non-medical services and the records listed below (if this box is checked, all boxes below are presumed to be checked) <input type="checkbox"/> Health History <input type="checkbox"/> Health Screening <input type="checkbox"/> Physical Exam Records <input type="checkbox"/> Medication Records <input type="checkbox"/> Progress Notes <input type="checkbox"/> Other (specify)_____
Name of Organization(s), person(s), or class of persons authorized to receive health information:	<input type="checkbox"/> Other (specify)_____ <input type="checkbox"/> Other (specify)_____ <input type="checkbox"/> Other (specify)_____ <input type="checkbox"/> Other (specify)_____
Purpose(s) for which health information may be used/disclosed	<input type="checkbox"/> At the request of the individual's personal representative <input type="checkbox"/> Other (specify)_____
Authorization Expires On:	<i>If this is not completed, authorization will expire six months after the student completes 8th grade or six months after the student is no longer enrolled at UCISD.</i>

1. I understand that I have the right to revoke this authorization, except to the extent that it has already been relied upon or records have already been released. I may revoke this authorization by writing to CHDI.
2. I understand that information disclosed under this Authorization may be redisclosed by the recipient. The federal privacy rules may not protect my health information once the recipient rediscloses my health information.
3. I understand that I may decline to sign this authorization. I understand that covered entities may not refuse to treat me or otherwise condition benefits on signing this authorization, except that a provider may refuse to provide me with research-related treatment if I do not authorize use or disclosure of my health information for research purposes. Also, if the purpose of my treatment is solely to disclose health information to a third party, the provider may refuse my treatment if I do not agree to authorize disclosure of my health information to that third party.

My signature below acknowledges that I understand that certain personal health information from the records of my child may lawfully be shared in order to meet my child's emergency or treatment needs. Additionally, to the extent my consent is legally required to permit sharing of information from my child's medical or education records, I consent to the sharing and release of information. This consent is limited to the sharing of information as may be deemed medically relevant and necessary for the physical health and well-being of my child.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS AUTHORIZATION FORM

Authorized Representative (Parent/Guardian) Name:	
Authorized Representative Relationship to Patient:	
Authorized Representative (Parent/Guardian) Signature:	Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Community Health Insurance Agency, Inc. 5900 Southwest Parkway, Building 3 Austin TX 78735-6205		CONTACT NAME: Janie Dunn PHONE (A/C. No. Ext): (512) 329-5959 E-MAIL ADDRESS: jdunn@tachc.org FAX (A/C. No.): (512) 329-9189	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: MASSACHUSETTS BAY INSURANCE CO.	NAIC # 22306
		INSURER B: ALLMERICA FINANCIAL BENEFIT INS. CO.	41840
		INSURER C: TEXAS MUTUAL	
		INSURER D: HANOVER ATLANTIC INSURANCE CO.	
		INSURER E:	
		INSURER F:	
INSURED Community Health Development Inc. 908 S. Evans St. Uvalde TX 78801			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ODD-A665189-09	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWD-A665193-09	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ODD-A665189-09	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PR/COMP OPS AGG \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001192973	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Uvalde Consolidated Independent School District is included as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Uvalde Consolidated Independent School District Attn: Ashley Chohlis, UCISD Superintendent 1000 North Gentry St. Uvalde TX 78801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Community Health Insurance Agency, Inc./JD
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