

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
AND
CENTRO DE SALUD FAMILIAR LA FE, INC.**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the **SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT** (“SEISD”) and **CENTRO DE SALUD FAMILIAR LA FE, INC.** (“LA FE”) (collectively, the “Parties”) to be effective the ____ day of _____, 2025 (“Effective Date”).

WHEREAS, SEISD, a political subdivision of the State of Texas, is committed to supporting students by promoting community-based health services and initiatives;

WHEREAS, LA FE is a non-profit community health center located in El Paso, Texas, that provides essential medical services to the community; and

WHEREAS, the Parties wish to enter into this Memorandum of Understanding (“MOU”) to establish the terms and conditions under which LA FE shall provide health services and programs to SEISD students, families, staff and community members; and

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable laws and SEISD Board policies, SEISD and LA FE agree as follows:

**ARTICLE 1
Term & Termination**

1.1 **Term.** This Agreement shall commence on the Effective Date and continue in full force and effect for a period of five (5) years, unless earlier terminated in accordance with this Agreement. At the end of such five (5) year term, this Agreement shall automatically terminate without further action by either party.

1.2 **Termination.** During the term of this Agreement, either party may terminate this Agreement without cause by providing the other party with at least ninety (90) days’ prior written notice.

1.3 **Effect of Termination.** Termination or expiration of this Agreement shall not relieve either party of any obligation that has accrued prior to the effective date of termination or that by its nature is intended to survive, including obligations relating to confidentiality, data privacy, record retention, and payment for services rendered before termination. Unless otherwise agreed in writing, no new health services or treatment under this Agreement shall be initiated after a party gives notice of termination. The parties shall cooperate in good faith to wind down or transition any ongoing activities in an orderly manner that minimizes disruption to students and families. Except as expressly provided in this Agreement, neither party shall have any further liability to the other as a result of the termination or expiration of this Agreement.

ARTICLE 2

General Provisions

2.1 The relationship between SEISD and LA FE is strictly limited to the terms set forth in this Agreement. Nothing in this Agreement, nor any actions taken by either party, shall be construed to create or imply a partnership, joint venture, or other legal affiliation beyond the scope of this Agreement.

2.2 As separate entities, neither SEISD nor LA FE intend to, nor shall either party represent that it has the authority to, bind or obligate the other in any manner. Any such representation, whether oral or written, shall be deemed null and void and of no legal effect.

2.3 If any provision of this Agreement is found to be in violation of the Texas Constitution, any law of the State of Texas, or SEISD Board Policy, such provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions. The remainder of the Agreement shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been included.

2.4 Neither party shall have the right to assign or transfer their rights to any third parties under this MOU without prior written consent of the other parties.

2.5 The Parties agree that this Agreement will be construed according to the laws of the State of Texas without giving effect to its choice of law provisions, and venue for purposes of alternative dispute resolution, claims or litigation shall lie exclusively in El Paso County, Texas.

2.6 The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.

2.7 SEISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

2.8 The waiver by either Party or the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

2.9 This Agreement is entered into by and between the Parties hereto and for their benefit. There is no intent by the Parties to create or establish third-party beneficiary status or rights in any third parties, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

2.10 Any notice, request or other communication required or permitted under this Agreement shall be in writing and shall be considered effective as of the date sent by facsimile transmission, presented personally, or mailed by certified mail, return receipt requested.

2.11 This is the entire Agreement between the Parties with respect to the subject matter covered herein. No other agreement, statement, promise, proposal, or understanding, whether written or oral made by either party, or an employee, or agent of any Party, which is not contained in this Agreement, shall be binding or valid unless executed pursuant to the terms and conditions set forth herein.

2.12 The description headings used in this Agreement are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this Agreement.

2.13 This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original, but all such counterparts together constitute but one and the same instrument.

ARTICLE 3

Roles, Responsibilities, and Implementation

3.1 Responsibilities of LA FE.

- (a) LA FE shall provide health services and programs to SEISD students, families, staff, and community members in accordance with this Agreement and all applicable laws and regulations, including those typically required of community health care providers such as the Health Insurance Portability and Accountability Act (HIPAA).
- (b) LA FE shall actively participate in school health initiatives that promote:
 - i. immunizations;
 - ii. sports physicals;
 - iii. school district health fairs; and
 - iv. effective referral processes for SEISD students and families.
- (c) LA FE shall collect and, upon reasonable written request by SEISD, provide de-identified data or, where legally permissible, limited identifiable data that documents:
 - i. Clinician productivity;
 - ii. Program and intervention impact on student, school, and academic functioning; and
 - iii. Student and family satisfaction and engagement.
- (d) LA FE shall ensure that its mobile health unit and any other agreed service delivery sites are appropriately staffed, equipped, and maintained so that they are

available to serve students, families, staff, and community members in accordance with a written visitation schedule developed in coordination with SEISD.

- (e) LA FE shall comply with all applicable federal, state, and local laws and regulations governing community health providers, including but not limited to HIPAA and all applicable professional standards of practice.
- (f) LA FE shall bill patients for medical and dental services based on its current billing practices and any and all applicable discount policies. All fees and revenues generated as a result of health services provided by LA FE pursuant to this Agreement, whether provided on SEISD property or at LA FE facilities, shall belong exclusively to LA FE. SEISD shall have no responsibility for billing or collection of any such fees and shall not be liable for any unpaid patient charges.

3.2 Responsibilities of SEISD.

- (a) SEISD shall identify campuses and facilities appropriate for the provision of services by LA FE and shall grant LA FE reasonable access to such campuses and facilities during mutually agreed times, subject to SEISD safety, security, and operational requirements.
- (b) SEISD shall designate a District-level point of contact, and campus-level contacts as appropriate, to coordinate the integration of LA FE's services under this Agreement and to address operational concerns that may arise.
- (c) SEISD shall facilitate LA FE's participation in school health teams or committees, as appropriate, and shall use reasonable efforts to coordinate roles and responsibilities to avoid duplication of services or conflicting directives.
- (d) SEISD shall work in good faith with LA FE to develop and maintain data-based referral processes that promote early identification of student needs and appropriate referrals for health services.
- (e) SEISD shall collaborate with LA FE to develop and maintain a written visitation schedule for the LA FE mobile unit and any other agreed health services, and shall promptly notify LA FE of any material changes to campus schedules or events that may affect the delivery of services.

3.3 Confidentiality and Data Privacy.

- (a) The Parties acknowledge that services under this Agreement may involve the creation, use, or exchange of Confidential Information, including student education records, medical records, and other personally identifiable information. Each Party shall protect such information in accordance with all applicable federal and state confidentiality and privacy laws, including FERPA, HIPAA, and applicable Texas law. Confidential Information includes individuals' medical history, financial status, legal status, key population identity

and any other information that can be used to harm or unfairly treat the individual or their acquaintances. Any information provided by one party to the other will be treated as Confidential Information unless stated otherwise and only used for the party's role and responsibilities outlined in this MOU. Pre-authorization is required before any party shares Confidential Information in oral, written, or any other format with a party not included in this agreement.

- (b) Each Party shall use Confidential Information received from the other Party only for the purposes of fulfilling its obligations under this Agreement or as otherwise required or permitted by law, and shall not disclose such information to any third party except as required or permitted by law or with prior written authorization consistent with applicable law.
- (c) To the extent LA FE receives or accesses student education records from SEISD, LA FE shall be deemed a school official with legitimate educational interests for purposes of FERPA and shall comply with FERPA requirements applicable to such records. LA FE shall not redisclose student education records except as permitted by FERPA or as authorized in writing by SEISD.
- (d) In addition, Confidential Information includes, but is not limited to, an individual's medical history, financial status, legal status, and any other information that can reasonably be used to harm or unfairly treat the individual or their acquaintances. Any such information provided by one Party to the other shall be treated as confidential unless otherwise stated in writing.
- (e) Except as required or permitted by law, prior written authorization consistent with applicable law is required before any Party shares Confidential Information in oral, written, or any other format with a third party that is not a party to this Agreement.
- (f) The obligations in this Section 3.3 shall survive the expiration or termination of this Agreement. Upon expiration or termination of this Agreement, each Party shall, to the extent permitted by law and in accordance with its record retention obligations, promptly return or securely destroy confidential information belonging to the other Party that is not required to be maintained by law or for legitimate business or legal purposes.

3.4 Implementation and Dispute Resolution under Article 3.

- (a) Each Party shall designate, in writing, one or more representatives who shall be responsible for the day-to-day coordination and implementation of this Agreement. Each Party shall provide written notice to the other of any change in its designated representative.
- (b) The Parties shall meet as reasonably requested by either Party to review the status of services, address operational issues, and ensure compliance with this Agreement.

- (c) In the event of a dispute arising under this Agreement relating to roles, responsibilities, or implementation, the Parties shall first attempt in good faith to resolve the dispute through informal discussions between their designated representatives held within ten (10) business days' notice that the party wishes to engage in informal discussions. If the dispute is not resolved informally within a reasonable time, either Party may escalate the matter to appropriate senior administrators for further good-faith negotiations before pursuing any formal legal remedy.

ARTICLE 4

Compliance with District Policies and Legal Requirements

4.1 LA FE warrants and represents that it has reviewed, or will promptly review, all applicable SEISD Board Policies relevant to its participation in this Agreement program, including but not limited to policies relating to student safety, mandatory reporting (including child abuse and neglect), misconduct with students, Title IX compliance, and procurement.

4.2 LA FE acknowledges the importance of compliance with Title IX and agrees to cooperate with the District in addressing any concerns involving sex discrimination or harassment as defined by federal and state law and SEISD Board Policy.

4.3 LA FE agrees to review and adhere to SEISD's procurement policies, including Policy CH(LOCAL), which provides that purchases or commitments exceeding certain monetary thresholds must follow specific procedures and approvals. LA FE agrees not to submit for reimbursement any expenditures that violate these procurement restrictions.

4.4 LA FE shall ensure that all personnel who will have direct contact with SEISD students have successfully undergone a criminal background check consistent with the requirements of Texas law and SEISD policy. LA FE further agrees that no individual with a disqualifying criminal history, as defined by law or district policy, shall be assigned to work with SEISD students.

4.5 LA FE shall ensure that its employees and agents who interact with SEISD students under this Agreement are informed of and comply with the above requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the Effective Date.

ENTITY:

CENTRO DE SALUD FAMILIAR LA FE, INC.

By: _____
Name: SALVADOR BALCORTA

Title: Chief Executive Director

SEISD:

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

By:_____

Name: Dr. Jeannie Meza-Chavez

Title: Superintendent