

**Memorandum of Understanding between
Tornillo Independent School District and
Centro de Salud Familiar La Fe, Inc.**

The Parties of this Memorandum of Understanding (MOU) are Tornillo Independent School District (TISD ("School District")) and Centro de Salud Familiar La Fe, Inc. (La Fe ("Clinic")), a corporation having a business address at 1314 E. Yandell Dr., El Paso, Texas 79902 seeks to establish a collaborative relationship for the purpose of providing medical services. This Memorandum of Understanding ("the MOU") sets forth the basic principles and guidelines under which the parties will work together to accomplish these goals.

I.PURPOSE

The purpose of this agreement is to establish roles and responsibilities of the Parties to develop and implement a comprehensive school health system that utilizes the strengths and expertise of school and community-partnered professionals.

II. ROLES AND RESPONSIBILITIES

The Parties agree to the following roles and responsibilities.

a. Responsibilities of La Fe

- i. Actively participate in school health initiatives that promotes:
 - *Immunizations,*
 - *Sport Physicals,*
 - *School district health fairs,*
 - *Effective referral processes.*
- ii. Collect and report data that documents:
 - **Clinician productivity**
 - **Program and intervention impact on student/school and academic functioning**
 - **Student/family satisfaction and engagement**
- iii. **Ensure the La Fe Mobile Unit is available to serve students, families, staff, and community members. The unit will be routinely stationed at TISD campuses and other district facilities according to a scheduled visitation plan.**
- iv. **Ensure the complete confidentiality of any and all identifying student and family information gathered in the performance of this agreement. The information gathered, used and developed shall not be provided to any other party without the express written approval of individual(s) authorized to give consent for release of information.**

- v. **Meet federal, state and local regulations required of community health providers, including those stipulated by the Health Insurance Portability and Accountability Act (HIPAA).**

All parties will hold information considered to be sensitive and agree to take reasonable actions to maintain this information securely at all times, in order to protect the privacy of the beneficiaries engaged in services. Sensitive 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(s) will be treated as confidential 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 sensitive information in oral, written, or any other format with a party not included in this agreement.

All parties accept the obligations to securely maintain sensitive data and protect confidentiality. This agreement shall remain in force and effect notwithstanding the expiry or termination of this agreement. If any party exits the agreement or the MOU is terminated for any reason, all parties agree to promptly return to the respective owner any written material and other forms of material reproductions, which contain or constitute confidential information.

- vi. **La Fe will bill patients for medical/dental services based on current billing discounts as applicable;**

b. Responsibilities of TISD Public School System:

- i. **Identify school(s) for service that demonstrate readiness and a commitment to hosting community health providers to support the Company's community-based health initiative.**
- ii. **Identify district and school point of contact to facilitate successful integration of community health providers through the La Fe Mobile Unit and to address any concerns.**
- iii. **Facilitate inclusion and active participation of community partners in school health teams that utilize best practices in teaming:**
 - *Well-defined roles and responsibilities of teams and team members, with structures in place to avoid duplication of efforts.*

iv. Create data-based decision models and referral processes that promote early identification of student needs.

v. Develop a visitation schedule for the La Fe Mobile Unit to serve TISD campuses and additional district facilities.

I. IMPLEMENTATION OF AGREEMENT

(a) In order to facilitate and enable collaboration, both the School District and Clinic will identify individuals who will be the focal point of contact to implement and coordinate activities performed under this the MOU.

(b) Implementation and performance of any specific project arising out of this MOU will require a separate written agreement. Such future agreement will establish project goals, schedules, cost and funding arrangements, tasks and statements of work, deliverables, and any security or other requirements of the parties related to the specific project.

(c) The School District and Clinic shall seek to resolve any dispute concerning the MOU through good-faith negotiations and discussions.

(d) Nothing in this MOU is intended nor shall be construed to create an employee/employer relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this MOU shall be performed and rendered in a competent, efficient, and satisfactory manner.

This Agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of either party are not employees of the other and neither party's personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.

(e) 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.

(f) This MOU does not confer any rights or expectations upon any person not a party to this MOU. Nor does this MOU guarantee or promise employment or continued employment to any person.

(g) Neither party shall have the authority to bind the other. The parties shall remain independent of each other at all times and no party shall act as the agent for the other party.

(h) No Waiver of Sovereign Immunity. The parties agree that Tornillo Independent School District is engaged in a governmental function in connection with the underlying Agreement. As such, the parties recognize that Tornillo Independent School District retains its full governmental immunity to suit and/or liability in connection with the Agreement and any amendments thereto.

II. FEES AND REVENUES

All fees and the revenues generated as a result of the health provider's services pursuant to this agreement, whether provided by Practitioner or at a non-entity facility shall belong to the La Fe

III. EFFECTIVE DATE

The MOU is effective upon signature of the parties, will remain in effect unless, and until terminated as provided under Article VI.

IV. AMENDMENTS

The MOU may be modified or amended by written agreement among the parties hereto. Additionally, any terms or conditions involving the School District and Company not stated in the MOU but expressly agreed to in a future MOU signed by the authorized representatives of both parties is considered integrated into this MOU, unless expressly specified and agreed to otherwise.

V. TERMINATION

The MOU will expire five (5) years from the date of execution unless renewed by mutual agreement of the parties. This MOU may be terminated by either party by giving ninety (90) days prior written notice to the other party. Expiration or termination would affect only pursuits of new projects under the MOU. Projects contemplated will be governed by the specific individual agreements anticipated above.

VI. WHOLE AGREEMENT

This MOU contains the entire agreement between the parties with respect to the subject matter set forth herein, but may be modified with the written consent of both parties. This Agreement is not intended to waive, alter or reallocate any defense or immunity available to either party by law. Each party paying for the performance of governmental functions or services hereunder shall make such payments from current revenues available to the paying party, and all obligations entered into by the Parties in the future will be subject to appropriation.

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

By:

Rosy Vega-Barrio
Tornillo Independent School District

Salvador Balcorta
Chief Executive Director
Centro de Salud Familiar La Fe, Inc