

**PARTNERSHIP AGREEMENT BETWEEN PEDIPLACE
AND
DENTON INDEPENDENT SCHOOL DISTRICT**

This Partnership Agreement, by and between the Denton Independent School District (DISD), and PediPlace, Inc. ("PediPlace") (collectively the "Parties"), sets out to establish the relationships and responsibilities of both Parties in the implementation of a PediPlace school-based, health services program for students on the campus of _____.

WHEREAS it is the intent of all Parties to bring PediPlace resources to DISD to facilitate the provision of health services to DISD students; and

WHEREAS it is the intent of all Parties to maintain a cooperative, interactive and supportive relationship among and between the Parties for the benefit of students served;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Partnership Agreement agree to the following:

A. All Parties mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from _____, 2023 through _____, 2025. Either party for any reason may also cancel this Service Delivery Agreement thirty days after written notification is provided to the other party.
2. PediPlace will abide by national, state, and local laws, regulations, and policies and ethical standards for service provision under applicable federal, state, and local laws and will, in cases where written DISD or campus policies or procedures concerning service delivery are more restrictive than PediPlace policies, follow the written DISD or campus policy or procedure concerning student service delivery, except as otherwise herein noted or agreed to in writing by the Parties.
3. PediPlace maintains and retains files related to the services provided by PediPlace on all DISD students who are served by PediPlace. DISD and PediPlace will share information contained in such files to the extent necessary to provide applicable services to the student. PediPlace will strictly abide by all federal and state laws and regulations, as well as DISD policies and procedures, addressing student confidentiality, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

4. The PediPlace management and staff and the DISD administration shall jointly collaborate to ensure the successful operation of the PediPlace health services program. Communication among these entities will be ongoing, including scheduled meetings to address case management and other programmatic issues. The Parties further agree to cooperate in marketing the health services provided by PediPlace at the DISD community and any other place appropriate for marketing such services.

B. DISD agrees to undertake the following:

1. DISD will provide building space for a clinic at _____ at which PediPlace will perform health services to students, and which will include a separate outside entrance to the clinic facility. The Parties agree that PediPlace will use existing _____ space and that no construction or other changes to the space will occur until such a time that the Parties mutually agree to construct and/or make changes that may more appropriately suit a primary care pediatric clinic.
2. As part of providing access to building space at _____, DISD will provide the following:
 - i. Utility costs, including electricity, water, gas, and telephone
 - ii. Permission to access the DISD wireless internet network
 - iii. Custodial services to the clinic space, including the waiting area, reception space, and restrooms.
3. DISD will provide a secured access for PediPlace employees to clinic areas in order to comply with applicable federal and state laws, regulations, and guidelines.
4. DISD agrees to provide administrative/patient check-in services through DISD staff during mutually agreed-upon clinic hours of operation.
5. DISD will identify and make available to PediPlace specified DISD administrators and/or staff for the purpose of discussing operational protocols, program evaluation, and other program management matters. Additionally, DISD will identify a designated administrator to act as a resource to PediPlace for immediate concerns related to student/employee safety or the _____ facility.
6. DISD will respond to any emergency at the clinic space where PediPlace provides its services in the same manner that it responds to emergencies at any other space on the DISD campus.

C. PediPlace agrees to undertake the following:

1. PediPlace will provide qualified medical staff, including but not limited to licensed medical practitioners and medical assistants, to perform primary care pediatric health services. PediPlace will supervise its staff to assure adherence to all applicable federal and state regulations and performance standards.
2. PediPlace will provide primary health care services to DISD students and immediate family members meeting PediPlace standard eligibility requirements during the dates and hours as agreed upon by the Parties. PediPlace's standard eligibility requirements are as follows: the child must be between birth and eighteen years of age and be uninsured or receive Medicaid or Children's Health Insurance Program benefits. Participation of other DISD students and families may be amended by mutual consent of both Parties based on need and scheduling availability.
3. PediPlace will provide all necessary medical equipment, clinic supplies, and furnishings.
4. PediPlace will provide training for the staff of _____ and other DISD staff as necessary regarding the applicable procedures and functions of the health services program, as well as how students may access those services. PediPlace will also provide training to applicable DISD staff to allow for shared administrative support for PediPlace systems and job functions.
5. PediPlace will provide professional liability coverage for all PediPlace employees who provide services to students at _____. PediPlace agrees that it will not authorize any employee to provide services at _____ who does not have professional liability coverage. PediPlace further agrees to provide to DISD documentation of such liability coverage before an employee provides any services on the DISD campus.
6. PediPlace will assure that all PediPlace employees who provide services on the DISD campus possess all necessary and required professional licensure and certification. PediPlace agrees to provide DISD documentation that each of its employees possess such licensure and certification before an employee provides any services on the DISD campus.
7. PediPlace will identify and make available to DISD specified PediPlace management employees for the purpose of discussing operational protocols, program evaluation, and other program management matters.

8. PediPlace will create and make available to DISD before it provides services to any DISD student its procedures for responding to urgent and emergency situations that may occur during the provision of health services. PediPlace further agrees that any such procedures must be approved by DISD and are subject to periodic review by DISD administration and PediPlace management.
9. With the exception of any action for breach of this agreement and the performance of same, PediPlace hereby WAIVES, RELEASES, ACQUITS, INDEMNIFIES, HOLDS HARMLESS, AND FOREVER.
10. DISCHARGES DISD, its Board of Trustees, the individual members thereof, its employees, agents, attorneys and any other person acting on behalf of the Board of Trustees or the District of and from all causes of action, damages, liabilities, costs, controversies, claims, demands, contracts, rights and privileges, of every nature and description whatsoever, whether in tort, contract, or equity, whether known or unknown, or by virtue of any civil rights or federal or state constitution, law, regulation, or rule.

This Agreement shall be governed by and interpreted under Texas law for all purposes. Venue for any legal proceeding shall lie in Denton County, Texas. DISD and PediPlace will bear their own attorneys' fees and costs incurred in drafting, executing, and performing this Agreement, except that each party reserves the right to seek attorneys' fees and costs in connection with any action for breach of the performance of same.

This Agreement constitutes the full and total understanding and agreement of said Parties, and any modifications, amendment or alteration must be agreed to in writing by the Parties.

Executed this _____ day of _____ 2023.

Board President
Denton Independent School District

Larry Robins
President and CEO
PediPlace

Board Secretary
Denton Independent School District

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