

AGREEMENT FOR CLINICAL SERVICES

This Agreement for Clinical Services (“Agreement”) is made this February 1, 2021 (“**Effective Date**”) by and between **LASARA INDEPENDENT SCHOOL DISTRICT** (“**Client**”) and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY, an institution of higher education and agency of the State of Texas for and on behalf of its School of Medicine (“UTRGV”)** located at 1201 W University Dr, Edinburg, TX 78539. The parties hereto may be referred to individually herein as “Contracting Party” or collectively as “Contracting Parties.”

WHEREAS, UTRGV is engaged in the practice of medicine and desires to assist Client in caring for designated students of Lasara Independent School District through the provision of behavioral health care and related services via telemedicine and/or telehealth;

WHEREAS, through Texas Child Health Access Through Telemedicine (TCHAT) program, UTRGV desires to provide initial intervention and assessment of high-risk Lasara Independent School District students in need of behavioral health care and referral, if necessary;

WHEREAS, Client desires to enter into an agreement with UTRGV to provide such behavioral health care services to Lasara Independent School District students designated by Client (“Patients”).

IT IS THEREFORE AGREED AS FOLLOWS:

1. CLINICAL SERVICES

UTRGV will provide or arrange for the provision of short-term behavioral health care services via telemedicine and/or telehealth (“Clinical Services”) for Patients designated by Client. The Clinical Services will be provided through school-based access and will be of limited scope and duration, approximately two to four visits over a two-month period to provide initial intervention, assessment and referral, if necessary. While Clinical Services will not include ongoing management of Patient behavioral health needs, the following strategies for ongoing services will be considered:

- 1) Referral to a local child and adolescent psychiatrist or other mental health professional;
- 2) Referral to a local pediatrician with support via Child Psychiatry Access Network;
- 3) Direct billing of third-party payers for telehealth services; or
- 4) Referral to the closest local mental health authority.

UTRGV shall be responsible for providing and maintaining any medical equipment, telemedicine/telehealth equipment, electronic medical record, or supplies necessary for the provision of Clinical Services.

2. CONSENT

Client agrees to assist UTRGV by identifying high-risk students in need of

Clinical Services and in obtaining proper written consent prior to the administration of Clinical Services. UTRGV requires appropriate written consent for the provision of Clinical Services via telemedicine and/or telehealth and for the provision of Clinical Services to Patients, including minors.

3. CLINIC SPACE

Client agrees to identify dedicated, private and lockable interior space within designated Client schools ("Clinic Space") that are open year-round. The Clinic Space shall be sufficient in size and accessible year-round for use by UTRGV in providing or supporting the provision of Clinical Services, without cost to UTRGV. Client shall also provide utilities, maintenance, security, custodial services, and connectivity access at no cost to UTRGV. UTRGV will provide Clinical Services in the Clinic Space year-round, Monday through Friday during UTRGV normal business hours (8:00 am to 5:00 pm), excluding State and Federal holidays, but may be adjusted by mutual agreement of the Contracting Parties to satisfy scheduling and other operational requirements.

UTRGV agrees to staff or arrange for the staffing of the Clinic Space with qualified and credentialed healthcare providers, social workers and/or support staff in order to provide Clinical Services to designated Patients.

4. CLINICAL SUPPORT

Client agrees to support the clinical activities of UTRGV using available resources, which may include assistance with referring, consenting or scheduling Patients and other activities related to the Clinical Services provided by UTRGV. UTRGV will provided a scheduling template to Client. Client also agrees to provide UTRGV with the demographic data needed for reporting and future funding requests, if available.

5. COLLABORATION

Contracting Parties agree to work collaboratively to secure additional funding for the continuation and expansion of Clinical Services; periodically evaluate and assess the level and scope of Clinical Services provided pursuant to this Agreement; and implement health education and health promotion activities directed towards designated persons and Patients.

UTRGV agrees to provide quarterly reports to Client regarding the number of Patients served under this Agreement.

6. BILLING

UTRGV shall not bill for any Clinical Services provided under this Agreement as per the laws of the State of Texas. However, UTRGV reserves the right to generate a bill or other document for any Clinical Services provided as a means of tracking uncompensated care. UTRGV also reserves the right to bill and collect for any Clinical Services provided if there is a change in Texas law allowing for reimbursement of Clinical Services and it is determined that a third-party funding source is available. UTRGV assumes

full responsibility for any billing and collection practices hereunder and, to the extent authorized by law, hereby agrees to indemnify and hold harmless Client, its officers, agents and employees from any and all damages, penalties, and causes of action resulting from UTRGV's billing and collection practices.

7. TERM AND TERMINATION

The initial term of this Agreement is for a period of two (2) years from the Effective Date. Thereafter the Contracting Parties may extend this Agreement for one-year terms by mutual written agreement for up to four (4) renewal terms. Either Contracting Party, with or without cause, may terminate this Agreement at any time, by giving 90 days prior written notice to the other Contracting Party.

8. HIPAA REQUIREMENTS

The Contracting Parties understand and agree that UTRGV is a licensed health care provider who is required to comply with state and federal privacy laws as to UTRGV's patients, including the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 and all amendments thereto (commonly known as the "Privacy Standards"), as promulgated by the U.S. Department of Health and Human Services pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto ("HIPAA"). In the event that in its use of Clinic Space UTRGV creates, stores or maintains "protected health information" ("PHI"), as that term is defined by 45 CFR §160.103 and all amendments thereto, in the Clinic Space, the Contracting Parties agree that nothing in this Agreement gives Client or Client's employees and agents any right to access, use or disclose PHI and that Client and its employees and agents shall never need or seek access to, or the use of, any PHI of UTRGV. UTRGV shall take reasonable efforts to safeguard PHI confidentially and securely so as to prevent Client or its employees or agents from inadvertently coming into contact with PHI within the Clinic Space. However, in the event PHI is accessed (whether inadvertently or otherwise) by Client or its employees or agents, the Contracting Party discovering such disclosure shall promptly notify the other Contracting Party and Client agrees to promptly take commercially reasonable measures to prevent any subsequent dissemination by Client or Client's employees or agents of such PHI to third parties. The Contracting Parties agree that the provisions of this section do not create, and are not intended to create, a "business associate" relationship between the Contracting Parties as that term is defined by the Privacy Standards.

9. FERPA

Both Contracting Parties agree to comply with the Family Education Rights and Privacy Act of 1974 (FERPA). Further, Client hereby designates UTRGV as a school official with a legitimate educational interest in the education records of any student who may be referred to UTRGV for Clinical Services to the extent that access to such records is required by UTRGV to provide Clinical Services under this Agreement. UTRGV agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

10. MEDICAL RECORDS

All medical and mental health records created to document the provision of Clinical Services shall be maintained in a confidential electronic medical record and are the sole property of UTRGV. Disclosure of such records or any Patient information shall be through an appropriate written authorization or as otherwise authorized by federal or state law.

11. NON-EXCLUSIVE

This Agreement is non-exclusive and Client may obtain services from other providers as medically directed and/or medically indicated. UTRGV may refer Patients to other service providers as medically necessary.

12. LOSS OF FUNDING

Performance by a Contracting Party of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Agreement without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

13. CHANGE IN LAW OR REGULATION

The terms of this Agreement are intended to comply with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Hidalgo County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.

15. NON-ASSIGNABILITY

This Agreement shall not be assigned, delegated, or transferred by either Contracting Party without the written consent of the other Contracting Party, which shall not be unreasonably withheld or delayed.

16. NOTICES

Any notice required to be given pursuant to the terms and provision hereof shall be in writing and shall be sent by certified or registered mail to UTRGV at:

If to UTRGV: John Krouse, MD, PhD, MBA
 Executive Vice President, Health Affairs
 Dean, School of Medicine

The University of Texas Rio Grande Valley
1201 W University Dr.
Edinburg, TX 78539

With Copy to: Chief Legal Officer
The University of Texas Rio Grande Valley
1201 W University Dr.
Edinburg, TX 78539

If to Client: Mr. Alejos Salazar
Superintendent
Lasara Independent School District
523 Jones St.
Lasara, TX 78561

17. PROFESSIONAL LIABILITY

Client acknowledges that, because UTRGV is an agency of the State of Texas, liability for the tortious conduct of agents and employees of UTRGV (other than medical liability of its physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101, 104 and 108), and that Workers' Compensation Insurance coverage for employees of UTRGV is provided by UTRGV as mandated by the provisions of *Texas Labor Code*, Chapter 503. Pursuant to the authority of Chapter 59 of the Texas Education Code, UTRGV will maintain during the term of this Agreement a self-funded program for professional liability coverage for UTRGV physicians in the amount of \$500,000 per claim/\$1.5 million in annual aggregate, against any claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTRGV physicians. Client further acknowledges that, as an agency of the State of Texas, UTRGV shall self-insure against any other risk that may be incurred by UTRGV as a result of its operations under this Agreement.

18. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between Client and UTRGV other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Contracting Parties hereto, nor any of their respective employees shall be construed to be the agent, employer and representative of the other. In addition, this Agreement does not create a joint venture or business partnership under Texas Law. UTRGV assumes full responsibility for the actions of its employees while performing any Clinical Services incident to this Agreement and shall remain solely responsible for the supervision, daily direction and control, payment of salary, workers' compensation, disability benefits and like requirements and obligations of its employees.

19. WARRANTY

UTRGV warrants to Client that all services provided hereunder shall be

performed in accordance with established and recognized testing procedures and with reasonable care in accordance with applicable federal, state, and local laws. UTRGV further warrants to Client that neither UTRGV nor any of its employees, medical staff or administrators have been debarred, suspended, declared ineligible, or excluded from Medicare/Medicaid or any other governmental healthcare programs. No other warranties are made by UTRGV. In no event shall UTRGV be responsible for any punitive damages or any consequential, incidental, indirect, or special damages (including lost profits or revenue) of Client, any facility or of any third party.

20. BENEFIT

This Agreement is intended to inure only to the benefit of UTRGV and Client. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in any third parties.

21. NONDISCRIMINATION

All services provided UTRGV hereunder shall be in compliance with all applicable Federal and State laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, disability or veteran status.

22. HEADINGS

The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

23. ENFORCEABILITY/SEVERANCE CLAUSE

The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction, or of the entire Agreement in any other jurisdiction.

24. INTEGRATION

This Agreement is intended by the Contracting Parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The Contracting Parties shall not be bound by any representation, promise, or inducement made by either Contracting Party or agent of either Contracting Party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of this Agreement, the terms and conditions in this Agreement shall control. Any applicable provisions required by federal, state, or local laws are hereby incorporated by reference.

25. WAIVER

No course of dealing between Client and UTRGV or any delay on the part of UTRGV in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of UTRGV hereunder, and no express waiver shall affect any condition, covenant, rule or regulation other than the

one specified in such waiver and that one only for the time and in the manner specifically stated.

26. COMPLIANCE

It is recognized that UTRGV maintains a compliance program in order to conform to all Federal, State, and any other mandated requirements. UTRGV and Client agree to participate in, honor, and support the UTRGV Compliance Programs.

Neither Contracting Party to this Agreement has paid, offered or accepted any form of compensation or remuneration as a condition of or inducement for the Agreement and the Agreement satisfies all Anti- Kickback statutory requirements, if applicable.

27. ACCESS TO BOOKS AND RECORDS

If the services to be provided by UTRGV hereunder are subject to the disclosure requirements of 42 U.S.C. 1861 (v)(1)(I), UTRGV shall until expiration of four years make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their fully authorized representatives, a copy of this Agreement and the books, documents and records of UTRGV that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a 12 month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the third party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third party shall make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

28. STATE AUDITORS' OFFICE

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (Auditor), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

29. MARKETING AND PUBLICITY

Except as otherwise provided in this Agreement, neither Contracting Party shall advertise or use the name, trade name, trademarks, service marks, or other symbol of the other Contracting Party without its prior written consent.

30. MODIFICATION

This Agreement may not be modified except in writing signed by authorized

representatives of both Contracting Parties.

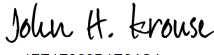
31. Multiple Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures.

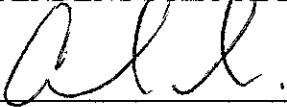
(Signature Page Follows)

IN WITNESS WHEREOF, the Contracting Parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of who is duly authorized to execute the same.

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

DocuSigned by:

By: _____
 John H. Krouse, MD, PhD, MBA
Title: Executive Vice President, Health Affairs
 Dean, School of Medicine
Date: 2/8/2021

LASARA INDEPENDENT SCHOOL DISTRICT


By: _____
 Mr. Alejos Salazar
Title: Superintendent, Lasara Independent School District
Date: 2/1/21
