

COOPERATIVE AGREEMENT

This Cooperative Agreement (hereinafter "Agreement") is entered into this 10th day of August, 2003, by and between the Board of Education of the Gadsden Independent School District (GISD) and La Clinica de Familia, Inc. (LCDF).

WHEREAS, GISD is the governing body of a local political subdivision of the State of New Mexico and LCDF is a private non-profit corporation incorporated in the State of New Mexico; and

WHEREAS, LCDF seeks to establish a School-Based Health Center at Gadsden and Santa Teresa High Schools, facilities owned by GISD, and to include providing services in the LCDF Medical Mobile Unit at the Mesquite Elementary, Chaparral Elementary and Sunland Park Elementary Schools.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, GISD and LCDF hereby agree as follows:

1. **Purpose:** The purpose of this agreement is to enable LCDF to establish health care services at Gadsden and Santa Teresa High Schools and the Mesquite Elementary, Chaparral Elementary and Sunland Park Elementary Schools through the LCDF Medical Mobile Unit. LCDF will diagnose and provide treatment for students, of the Gadsden Independent School District as referred by GISD. Through this agreement, LCDF will provide age appropriate primary care services, including but not limited to:
 - a. Early intervention and preventative services intended to result in healthy children better able to perform in a classroom setting.
 - b. Early identification and treatment of disabling illnesses or disabilities, which may assist in overcoming barriers to achievement in school and in society.

Health care services shall be provided in accordance with the following guidelines:

- A. GISD will identify and classify students as "at risk." "At risk" students are those who do not have access to routine health/dental care services, who do not currently have a primary or family health care provider or dentist, who have not had a recent physical examination, and who currently demonstrate poor attendance. GISD shall refer students to LCDF for services, as it deems necessary.
- B. LCDF shall treat minor illness or injury on site at the professional discretion of the medical provider, or may refer patients to other health care providers. Minor illnesses or injuries are those illnesses or injuries that can be treated on an outpatient basis, do not require hospitalization or surgery and that are not considered life-threatening.
- C. The scope of diagnosis, treatment and care offered by LCDF will include EPSDT, sports physicals, acute care, referrals for specialty services, follow-up for chronic diseases, arrangements for after-hours emergency calls, family planning services, evaluation and treatment of sexually transmitted infections, limited mental health, eligibility services, home-based outreach, and education programs for students and parents. A limited laboratory and limited medications will be available.
- D. Students with physical and behavioral issues may receive routine physical or emotional examination or evaluation conducted by LCDF and may be referred to other health care providers at LCDF's professional discretion. GISD may refer students to LCDF for examination and follow up.
- E. LCDF may also provide scheduled clinics for sports physicals and immunizations.
- F. LCDF shall preserve and assure the confidentiality of medical treatment or evaluation information and records in accordance with Health Information Portability and Accountability Act.
- G. GISD will be responsible for giving notice of programs to parents and assisting in acquiring permission slips for any activity that is sponsored. LCDF shall be responsible for acquiring consent for treatment and for informed consent prior to any invasive procedure.
- H. LCDF shall schedule appointments for those students who have acquired written authorization from their parents or legal guardians, unless permission may be waived or is not required under state or federal law.

- I. GISD shall provide or appoint school personnel who shall have the duty and responsibility of making referrals of students to LCDF.
2. **Term of Agreement.** The initial term of this Agreement shall be from the date of approval by GISD and LCDF as evidenced by signatures on this agreement through midnight June 30, 2006. The Agreement shall be subject to automatic renewal for four successive one-year periods, beginning on July 1 of each successive year, unless either of the parties indicates, pursuant to section 7 of this Agreement, that they wish to terminate it. The automatic renewal clause will expire on June 30, 2009.
3. **Facility and Utilities.** GISD agrees to provide the facility, telephone service, water, electricity, gas, sewage and waste disposal (excluding wastes specified in Section 4 of this Agreement.) Such facilities and services will be at no charge to LCDF, but GISD reserves the right to seek reimbursement for those charges not related to the purpose of this Agreement. GISD agrees to bear the cost of maintenance and repair of the facility resulting from normal use or wear and tear on the facility.
4. **Medical Waste:** LCDF will reasonably and properly dispose of all medical waste that it produces or collects. Medical waste" shall include, but is not limited to, the following:
 - a. **Biohazardous waste:** Waste contaminated, or potentially contaminated with infectious agents known to cause human illness including, but not limited to, hypodermic needles, scalpels, razor blades, towels, gloves, cultures, and the like.
 - b. **Biohazardous Sharps:** Devices capable of cutting or piercing. Examples include, but are not limited to, hypodermic needles, scalpels, and razor blades.
 - c. **Pathological waste:** Human specimens and tissues, or any item containing or contaminated by human specimens or tissues.
 - d. **Chemotherapy waste:** any item contaminated with chemotherapeutic agents, including, but not limited to, gloves, towels, empty bags and intravenous tubing.
5. **Fixtures and Equipment:** GISD and LCDF hereby agree that all fixtures and equipment purchased by LDCF with its own funds shall remain the property of LCDF. All trade fixtures, signs and other personal property not permanently affixed to the facility shall remain the property of LCDF and

LCDF shall have the right to remove such fixtures, signs and other personal property at any time without notice to GISD, provided that LCDF not damage or commit waste upon the facility, and if damage or waste is committed, then LCDF shall repair the damage or reimburse GISD for any waste resulting from the removal.

6. **Termination:** This Agreement may be terminated by either party upon ninety (90) days prior written notice. If notice to terminate is not given within the time period specified, then the Agreement will renew as described in Section 2. By such termination, no party may nullify obligations incurred for performance prior to the date of termination.
7. **Amendment:** This Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto.
8. **Integration of Contract:** This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter thereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior agreements or understandings, verbal or otherwise, or the parties or their agents shall become valid or enforceable unless embodied in this Agreement or a written amendment thereof. This agreement is governed by the laws of the State of New Mexico and disputes shall be resolved in the state of New Mexico.
9. **Liability:** LCDF shall carry malpractice, general liability, or errors and omissions insurance with limits of coverage equivalent to those specified in the New Mexico Tort Claims Act. A copy of such policy or a certificate of coverage or evidence of equivalent insurance and liability coverage shall be provided by LCDF or its insurer to GISD upon request. LCDF employees are not employees of GISD and GISD shall not be responsible for any negligent or intentional acts of LCDF or its employee agents. GISD will maintain its current liability policies but will not name LCDF as an additional insured under those policies. LCDF agrees to indemnify GISD for any claims arising out of the actions of LCDF employees or agents.
10. **Furnishings and Equipment:** GISD agrees that it shall provide all furnishing and office equipment to the LCDF School Based Health Centers at Gadsden and Santa Teresa High Schools that are not medical in nature. These items include, but are not limited to, computer network systems and security systems.

IN WITNESS WHEREOF, the undersigned representatives of the Gadsden Independent School District and Las Clinica de Familia, Inc. have caused this Agreement to be executed, said Agreement to become effective upon signature by both Parties.

DATE: _____

BY: _____

Name

Title

DATE: _____

BY: _____

Name

Title