



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Agenda Item Summary

Meeting Date: October 12, 2022

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding between Rise Recovery and SSAISD

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Charlie Gallardo, Director of Guidance & Counseling

Description: This is an agreement between SSAISD and Rise Recovery. Rise Recovery is one of our CARE Zone partners who will provide evidence based recovery services to SSAISD students and families seeking recovery from substance abuse and addiction.

Historical Data: The Board approved this same agreement with Rise Recovery last year on July 21, 2022.

Recommendation: Approve the MOU between Rise Recovery and SSAISD

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount:

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into this the 1st day of August 2022, by and between South San Antonio Independent School District, a political subdivision of the State of Texas, hereinafter called "ISD" or "District", and Rise Recovery ("Rise"), a Texas 501 (c)(3) non-profit hereinafter called "Rise" each a "Party", collectively the "Parties".

ARTICLE I: PURPOSE

1.01 The purpose of this Agreement is to set out the responsibilities and serve as a working agreement between the Parties hereto. The goal of which is to provide mental health and substance use and addiction recovery services for our community's children and families, directly within community schools using evidence-based recovery services.

ARTICLE II: TERM AND LOCATION

2.01 Rise agrees to perform the services specified in Exhibit A for a term beginning on August 1 and ending on July 31, at the following location(s): South San ISD Care Zone and campuses

2.02 This Agreement may be terminated without cause at any time with thirty (30) days written notice by either party. Rise agrees to conclude services upon notification by ISD that Agreement has been terminated. It is further understood that Agreement shall terminate upon completion of all work covered by this Agreement as agreed upon by the Parties pursuant to the Scope of Work set out in Attachment A.

ARTICLE III: NOTICES

3.01 The point of contact and any required notices for ISD regarding this Agreement is:

Email: cgallardo@southsanisd.net Phone: 210-977-7000 x 3578 and all communications,

and other documentation should be forwarded to their attention.

3.02 The point of contact and any required notices for Rise Recovery regarding this Agreement is:
Joanna Pierce Email: jpierce@riserecovery.org Phone: (210) 227-2634 and all communications, invoices and other documentation should be forwarded to their attention.

ARTICLE IV: AGREEMENT REVIEW

4.01 Rise agrees to provide ISD with sign in sheets and evaluation services, along with copies of the materials and information used in connection with said services unless precluded by confidentiality laws.

4.02 Subject to Section 7.05 herein, the ISD, Texas Education Agency, the Comptroller General or any of their duly authorized representatives shall have access to any books, documents, or records of Rise which are directly related to this MOU for the purpose of making audit, examination, excerpts and transcriptions.

ARTICLE V: ATTACHMENTS

5.01 The following attachments, and any amendments, renewals, or modifications thereto are her herein incorporated by reference into this Agreement:

- A. Scope of Work*
- B. Payment*

ARTICLE VI: MUTUAL INDEMNIFICATION, HOLD HARMLESS AND SCOPE OF RELATIONSHIP

6.01 Rise agrees as consideration herein, to indemnify and hold ISD harmless from any and all claims, demands, and causes of action of whatever kind or nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of Rise, their agents, employees in the performance of this Agreement, unless such claim, damage or injury was as a result from the sole negligence of ISD. It is the intent that these indemnification be mutual, conversely, District agrees as consideration herein, to indemnify and hold Rise harmless from any and all claims, demands, and causes of action of whatever kind or nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of District, their agents, employees and District's, in the performance of this Agreement, unless such claim, damage or injury or was as a result from the sole negligence of Rise.

6.02 Rise is an independent contractor and shall be solely responsible for payment of their employees and shall provide, if required worker's compensation and public liability insurance to protect themselves from liability for injuries or damages to their employees. Rise shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by federal, state or local governmental entity by reason of employment. Rise covenants and agrees that in performing the specified services under this Agreement as set forth on Attachments hereto that they are an Independent Contractor and not an officer or agent, servant, or employee of the District and shall have exclusive control of, and exclusive right to control the details and the manner of the work performed. Rise will be free to contract for similar services to be performed for other employers while Rise is subject to this agreement with the District.

6.03 Rise must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including ISD employees and students, Rise employees, third persons, while on ISD property. The District will take responsibility for providing Rise staff and authorized personnel with safe and secure locations to park, store any necessary equipment or personal items, and perform services as set out in this Agreement.

ARTICLE VII: GENERAL PROVISIONS

7.01 This MOU constitutes the entire agreement between the Parties and may only be amended in writing and agreed to by both Parties.

7.02 Rise may not assign this agreement, and any assignment by Rise will render this agreement null and void.

7.03 Nothing in this agreement shall be deemed to waive, nullify or amend any legal defenses available in law or in equity for the Parties, nor to create any legal rights or claim on behalf of any third party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of themselves, their agents, trustees, officers or employees as a result of entering into this agreement.

7.04 This agreement shall not benefit or obligate any person or entity who is not a Party. The Parties shall cooperate fully in opposing any attempt by any third party to claim any benefit, protection or other consideration under this agreement.

7.05 To the extent applicable, Rise and ISD agree to comply with all provisions and requisites of the Family Educational Right and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 to ensure the confidentiality of all students, Districts, and Rise's records as required by law and pursuant to any of Rise's funding agreements.

7.06 This Agreement shall be performable and enforceable in Bexar County, Texas, and shall be construed to be in accordance with the laws of the State of Texas.

ARTICLE VIII: SPECIAL PROVISIONS

8.01 Rise's will perform background checks for any and all staff providing services to participants. Background checks for peer recovery staff will be in compliance with the State Health and Human Services Commission "HHSC" Youth Recovery Communities "YRC" rules and regulations.

"During the performance of this Agreement, the Parties agree not to discriminate against any employee because of race, religion, color, sex, disability, age, national origin, sexual orientation or gender identity.

EXECUTED by the parties below in the capacities stated:

Rise Recovery

ISD

Signed:

Signed:

By: Evita Morin, LMSW, CEO

By: Henry Yzaguirre, Superintendent

Date:

Date:

**ATTACHMENTS TO MEMORANDUM OF UNDERSTANDING BETWEEN RISE RECOVERY AND
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT DATED August 1, 2022:**

ATTACHMENT A: SCOPE OF WORK

- a. Rise Recovery Agrees to:
1. Design and coordinate recovery-oriented support groups for ISD students in conjunction with the goals and standards of care set forth by the ISD Student Support Services Dept.
 2. Provide educational presentations regarding substance use and recovery to students, parents, and staff.
 3. Provide substance use assessments and/or recovery coaching to students prescreened by the ISD Student Support Services Department.
 4. Pursuant to 8.01 of agreement ensure that staff adhere to policies regarding confidentiality, background checks and informed consent.
 5. Consult directly with designated school representative.
 6. Provide monthly consultation sessions to Student Support Services as needed.
 7. Confirm attendance for students and parents at recovery meetings.
 8. Provide a program liaison who will provide partner accountability, supervision of the collective impact services, crisis management, and care coordination.
 9. Establish an MOU with participating partners, with District approval, of services to be provided.
 10. Supply a toolkit which provides policies, processes, and procedures for implementing a collaborative mental health program within a school setting.
- b. ISD Agrees to:
1. Provide adequate facilities in which to conduct counseling and groups and refer a suitable number of appropriate students per group.
 2. Provide a letter of support for Rise Recovery by the end of the first full month after commencement of services under this MOU summarizing the services provided.
 3. Provide disciplinary referral history for students referred.
 4. Share disciplinary referral data aggregately to Rise Recovery to measure impact of Interventions.

5. Allow students to provide to Rise Recovery or allow administration to provide directly the following Information: school ID, District, campus, first name, lastname and student response to a behavioral questionnaire.

