

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval Of Interlocal Agreement between El Paso MHMR D/BA Emergence Health Network and Canutillo ISD.

Justification Statement: This interlocal Agreement is a partnership between Canutillo ISD and Emergence Health Network to provide school based behavioral health services and counseling to CISD students.

Purpose of Agenda Item: ☐ Information ☐ Discussion ☒ Action
Item Type: ☒ Curriculum & Instruction ☐ Human Resources ☒ Business Services

Staff Responsible: Dr. Monica Reyes, Executive Director Student Support Services

Signature of Requester(s)

[Signature]

5/5/2026

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

Student Support Services is requesting approval of the Interlocal Agreement by the Board of Trustees to allow Emergence Health Network to provide school based behavioral health services to CISD students and families. Based on the students' referral and needs. Emergence Health will provide counseling and services at their school campuses for convenient accessibility and to maintain attendance at school.

RECOMMENDATION: Administration recommends that the Board of Trustees approves the Interlocal Agreement with Emergence Health Network.

PRIOR BOARD ACTION: Yes **AWARDED:** Yes, **AWARDED AMOUNT:** N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Interlocal Agreement

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL: CISD students and families will not receive the school based behavioral health services and counseling.

IMPLEMENTATION TIMELINE: Three Years beginning on June 1, 2026, and ending on May 30, 2029.

ATTACHMENT(S): MOU Interlocal agreement and Exhibit A

CANUTILLO | A Premier District





**CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING**

Contract Routing and Approval Form

FOR PURCHASING OFFICE USE ONLY			
Contract Request Received		Assigned Contract No	
Routed for Internal Approval		Contract Fully Executed	
Routed for Vendor Approval		Notification To Proceed	

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: ☐ Professional Service ☐ Contracted Services ☐ Vendor Agreement ☐ Term Contract ☐ Interlocal
☐ Lease Agreement ☒ MOU ☐ MOA ☐ Construction ☐ Other _____

Campus/Department: Student Support Services

Campus/Department Contact person: Dr. Monica Reyes, Executive Director

Contact Number: 915-877-7650 Requestors email: mreyes@canutillo-isd.org

Contract Title: Interlocal Agreement between El Paso MHMR D/B/A Emergence Health Network and Canutillo

Contract Description: Provide school based helath services to CISD students and families. Emergence Health will provided counseling and services at their school campuses for convenient accessibility and to maintain attendance at school.

VENDOR INFORMATION – MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: El Paso MHMR D/B/A Emergence Health Network

Vendor Full Address: 201 E. Main, Suite 600 El Paso, Texas 79901

Name of Representative: Kristi D. Daugherty representatives' email: kdaugherty@ehnel Paso.org

Rep. Office Phone: 915-887-3410 Rep Mobile Number: 915-887-3410

Vendor's Authorized Signer: Kristi D. Daugherty Signer's email: kdaugherty@ehnel Paso.org

Contract Amount: N/A Funding Source: N/A

Account No(s): N/A

Anticipated Start Date: June 1, 2026 End Date: May 30, 2029

Is this a New Agreement? ☒ Yes ☐ No

Is this Agreement a renewal? ☒ Yes ☐ No If yes; specify the reason for renewal, what is it replacing?

replacement due to the end of a three-year contract

Agreement Term: Three years Does agreement term include renewal options? ☐ Yes ☒ No

If yes, specify renewal options: _____

Does agreement require Insurance coverage? ☐ Yes ☒ No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: _____ Date: _____

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: [Signature] Date: 5/7/2026

✓ Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review: _____

**INTERLOCAL AGREEMENT
BETWEEN
CANUTILLO INDEPENDENT SCHOOL DISTRICT
AND
EL PASO MHMR D/B/A
EMERGENCE HEALTHNETWORK**

FOR SCHOOL BASED BEHAVIORAL HEALTH SERVICES

This Interlocal Agreement (“Agreement”) is entered into on June 1, 2025 (“Effective Date”), by Canutillo Independent School District (“CISD”) and El Paso MHMR d/b/a Emergence Health Network (“EHN”), the Local Mental Health Authority (“LMHA”) for El Paso County, Texas, collectively referred to as the Parties.

WHEREAS, EHN and CISD are partnering to offer current CISD students who receive services from EHN the option to receive behavioral health services at their school campus;

WHEREAS, EHN and CISD wish to establish and define their respective responsibilities for the provision of counseling, campus use, and support services for students, families, and unaccompanied homeless students;

WHEREAS, EHN and CISD will cooperate to plan, develop, and implement support services within their respective spheres of authority and responsibility for unaccompanied homeless youth in order to conserve public funds and promote efficiency in the rendering of services; and

WHEREAS, CISD is allowing EHN to provide services on CISD campuses only to make the services more convenient and accessible for students, but CISD does not itself provide these services, nor does it endorse, recommend, oversee, approve, or otherwise control these EHN services. EHN alone provides the services which are separate and apart from the educational services offered by;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties adopt the above recitals and agree as follows:

I. Interlocal

- A. The Texas Interlocal Cooperation Act, Government Code, §791.001, et seq. allows local governments to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

II. Consideration

- A. This Agreement outlines the roles of each party in facilitating school based, full- scope behavioral health services provided by EHN. Consideration for the Agreement consists of the services/resources provided by each of the Parties as described below, all of which will enhance and make accessible mental health services for students and families in the CISD and EHN community, to the mutual benefit of both Parties.

III. CISD Services and Responsibilities

- A. Within ten business days of the Agreement's Effective Date, CISD shall provide EHN with the name and contact information of the CISD counseling and advising staff person designated as the responsible CISD liaison to EHN.
- B. CISD liaison shall work with EHN staff to start the EHN case management and counseling program at all CISD schools. CISD will work with EHN for potential expansion of sites as needed, consistent with available resources for each of the Parties.
- C. CISD will work with EHN to:
 - 1. Provide minimally two appropriate spaces (room/office) with record storage at each school campus where EHN will serve students and provide behavioral health services (school-based center). Once spaces are identified, CISD will provide keys within five business days for the designated EHN office spaces at each campus to EHN school based staff. Any furnishings and equipment provided by EHN shall remain property of EHN during and after the Term of this Agreement. Such furnishings and equipment shall carry an inventory tag denoting property of EHN. Usage of EHN purchased furniture and equipment is not permitted to be used by CISD staff unless permission has been requested to the Director of Clinical Services and approved. If two spaces are not made available for EHN staff, it is understood EHN will not be able to provide the service at that campus due to the districts' inability to provide EHN with required privacy standards.
 - 2. For the duration of the program, EHN is responsible for ensuring the EHN school-based center and record storage comply with the Health Insurance Portability Accountability Act ("HIPAA"). The EHN school-based center should allow for confidential interviews; have limited exposure, i.e. windows; have a desk, small table, four chairs; and be made available to EHN Monday through Friday.
 - 3. CISD will confirm on an annual basis that the designated office spaces at EHN school-based sites is not accessible by campus district staff besides custodial and campus administrative staff such as the principal and assistant-principal. Restricting access to designated EHN office spaces at each campus allows the protection of student's confidential information.
 - 4. Provide space within the school-based center where EHN can set up a secure file cabinet for storage of files. EHN will keep any confidential information for students in a locked

cabinet in the school-based center. As cases are closed, files will be transported to an EHN non-campus location and securely stored.

5. Provide housekeeping/maintenance for the EHN school-based center during its hours of operation when EHN staff is present (with no students).
6. Provide access to CISD WiFi for EHN to access EHN portal.
7. Provide EHN with space for small copier to be kept in the workspace, which copier will be provided by EHN or the site will allow the EHN to make copies on the site's copier.
8. Other than the school-based center and initial referral, no CISD email, phone, devices, staff or other resources will be used by or for EHN in conjunction with arranging and providing EHN services.
9. Provide a referral process for students and families about EHN services.
10. EHN will be permitted to post EHN self-referral service posters at each campus site to increase access points to EHN services.

Further:

11. If based upon the presentations and information CISD has received from EHN regarding its services, a student appears to be an appropriate candidate for the program under grant criteria, the CISD school counselor, social worker or case manager will contact the parent/guardian to provide information about the program. If interested, the parent/guardian will sign the EHN consent form. The school counselor, social worker or case manager will submit the referral and consent form to EHN for review and staff assignment. EHN will conduct an intake that includes the student and the parent/guardian to determine the type and level of service needed. (See Referral Process Flowchart attached, **Exhibit B**.) In addition, the MTSS process will be followed when working with CISD students. (Attached as **Exhibit C**)
 12. The referral process will include written release of information and/or disclosure of records. EHN shall request authorization in writing from the student and their parent or guardian.
- D. CISD liaison shall facilitate access to CISD staff through various communication methods (newsletters, fliers, meetings, electronic mail, electronic media, etc.) to educate and inform CISD staff, students and families about EHN counseling services and other EHN services for vulnerable youth and families (such as street outreach, emergency shelter for homeless and runaway youth ages 11-17, housing for youth and young adults, counseling for crime victims, foster care, and foster care for victims of sex trafficking).
- E. To build early patient volume, CISD shall work with EHN to facilitate on-campus services for students, currently receiving treatment from EHN at outpatient locations, who are interested in receiving these services on CISD campuses.

- F. CISD will coordinate with EHN staff to provide services for students before school, after school, or with parental consent limited pull-out during selected periods (e.g. electives, advisory, community circle, etc.) with campus input to minimize disruption for the students and campus.
- G. CISD acknowledges EHN is responsible to bill and receive reimbursement from any third party pay source for any services provided pursuant to this Agreement. Under no circumstance will CISD be responsible for payment of any EHN service received by a student or family through this program. CISD does not claim any rights to reimbursement that EHN may receive from third parties for services provided pursuant to this Agreement.
- H. Should EHN seek funding opportunities through grants or other mechanisms for expanding the school-based program on CISD campuses, CISD will assist with these efforts by providing letters of support when requested.
- I. CISD will provide EHN staff training and support materials regarding CISD safety protocols for each of the campuses which EHN is providing on-site school-based services.
- J. CISD liaison will notify on an annual basis the district campus principals which EHN is providing on-site school-based services to allow the inclusion of designated EHN point of contact(s) to the district campus list serv and master calendar. This will allow designated EHN point on contact(s) for each school-based site to be aware of campus announcements, events, safety drills, testing dates, etc. to support minimal academic disruption and minimize the need for campus staff to communicate necessary information which impacts the care of students receiving EHN school-based services.
- K. CISD and EHN will collaborate on an annual basis to identify and agree on a process to pull out students who are enrolled and receiving EHN school-based services. EHN recognizes that each campus site may have unique needs for this process. EHN will work with each campus site to confirm that the pull-out process is efficient and will minimize disruptions to the school climate

IV. EHN Services and Responsibilities

- A. Within ten business days of the Agreement's Effective Date, EHN shall provide CISD with the name and contact information of the EHN staff person designated as the responsible EHN liaison to CISD.
- B. EHN shall provide written materials in both English and Spanish for CISD distribution and make at least one presentation or tabling during lunch per month throughout CISD, in locations agreed upon by EHN and CISD, in order to educate and inform CISD staff, students and families about EHN behavioral health services and other support for at-risk, runaway, homeless, and victimized youth. EHN will be allowed to present on the school-based mental health referral process to school staff twice a semester during professional learning center (PLC), faculty meetings, teacher workshop, professional development (PD) etc.

1. EHN will collaborate with CISD and other project partners to ensure the linkage and delivery of services that respond to student and family needs (including, but not limited to, social services and mental health services).
 2. On a quarterly basis, EHN agrees to submit statistical information to CISD identifying the number of students referred, the number of assessments made, and the number of students receiving services. An EHN summary of program activities for the school year will be submitted annually by June 30th and will include aggregate student information required for service delivery, program planning, research and evaluation purposes, in accordance with and to the extent allowed by the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99) and other applicable law.
 3. With parental consent, CISD and EHN will collaborate in clinical information exchange with the goal of creating an inter-disciplinary approach between the school system, the mental health providers and the home. EHN staff will participate in MTSS meetings and other student focused meetings such as Student Study Team (“SST”), 504 and Admission, Review, Dismissal (“ARD”) meetings.
- C. EHN specifically agrees that none of its materials or representations will indicate or imply any relationship between the services of the respective Parties other than those specifically delineated in this Agreement. All presentations and written materials shall clearly differentiate between services of CISD and services of EHN. EHN agrees to include or post a specific and conspicuous disclaimer statement at each EHN school-based center and in all presentations and written materials as follows: “The services of EHN are wholly separate and apart from the services provided by CISD. Although some students may be served by EHN on CISD campuses, CISD does not endorse, recommend, oversee, or approve the services provided by EHN.”
- D. EHN shall ensure its staff is appropriately screened and trained (to include criminal screening required by law and Canutillo ISD) in order to be on CISD campuses and have the credentials appropriate for the services performed as dictated by this Agreement, EHN funding requirements, and operating standards.
1. EHN will provide CISD liaison with copies of EHN staff credentials, resume, and background verification. These records will be updated annually.
 2. EHN will follow established CISD referral protocols for suicide outcry. EHN staff will collaborate with campus counseling and administration teams, social workers and other Student Support Services staff for appropriate CISD protocols.
- E. EHN shall assign at least one employee with the appropriate clearance, education, experience, licensing, and/or certification(s) to provide on-campus assessment, therapy, skills training, and family support services to CISD students referred to EHN. Should patient volume dictate, EHN shall, with CISD input, assess and adjust EHN staffing for the services.
- F. EHN shall provide the full scope of behavioral health services to students at the designated

school-based center, before school, after school, or limited pull-out with parental consent during selected periods (e.g. electives, advisory, community circle, etc.) with campus input to minimize disruption, while ensuring compliance with HIPAA and other applicable law. Either on CISD premises or at EHN clinical locations, EHN will offer counseling services with a full menu of services up to and including telepsychiatry.

1. EHN agrees that any information obtained concerning students served by EHN will remain confidential. EHN agrees not to disclose any information concerning said persons without written authorization from the student/ parents/guardians, and only for purposes directly connected with the administration of the services, or as may be required by applicable law, such as HIPAA, FERPA, Mental Health and developmental Disabilities Confidentiality Act, mandated abuse and neglect reporting.
- G. EHN shall provide services to students, to the extent the student's legally authorized representative (or in the case of a student treated as an adult, the student him/herself consents to services and said adult student is qualified for service line or services are appropriate and feasible under certain grant provisions) and EHN determines services to be appropriate. EHN shall not provide services to any student who refuses services or whose legally authorized representative does not authorize services.
- H. EHN shall collect referral and consent forms at the time on the student's intake.
- I. EHN shall ensure its staff is present at each school-based center to tend to students and families who receive services pursuant to this Agreement.
- J. EHN shall minimize disruption for the student and campus when providing services pursuant to this Agreement. Service hours will be clearly noted on all EHN promotional items.
- K. EHN shall accommodate families that prefer to receive services at EHN's non- campus locations and accommodate, subject to any legal restrictions, families with CISD students who are homebound.
- L. EHN acknowledges it is responsible to bill and receive reimbursement from third party pay sources for any services provided pursuant to this Agreement. **EHN RELEASES AND HOLDS CISD HARMLESS FROM PAYMENT FOR ANY EHN SERVICE RECEIVED BY A STUDENT OR FAMILY THROUGH THIS PROGRAM.** EHN's billing for services (professional and technical components) will include the specific street address as recorded by the United States Postal Service for any school-based locations. The notation of the school address on any payment information is for administrative purposes only and does not entitle CISD to any of the funding obtained by EHN for services.
- M. EHN may periodically provide training in mental health to CISD students, parents, and/or educators and staff as part of this program and as appropriate for specific populations. EHN will collaborate with CISD to tailor trainings (e.g. social and emotional development, educational information about risk and protective factors for mental health, substance abuse and violence prevention). Mental health services will include access to mental health awareness and literacy by way of presentations. These trainings will clearly indicate the

services are provided solely by EHN and are separate and distinct from services provided by CISD. Any written components of the training will include the disclaimer listed in section IV.C. above.

- N. EHN will provide parents or adult students (and said adult student is qualified for service line or services are appropriate and feasible under certain grant provisions) accepting its services on CISD campuses with a consent form allowing disclosure of confidential information between CISD and EHN regarding the provision of EHN services and any educational services that CISD may want to consider on behalf of the student(s). New consents will be generated and offered by EHN for each school year applicable under this Agreement. **EHN will obtain required release of information form by the parent/guardian to facilitate communication between EHN and CISD staff.**
- O. Other than consents for disclosure of confidential information as stated in section N above, EHN will not be provided with access to confidential student records maintained by CISD.
- P. EHN agrees to ensure that parents/adult students (and said adult student is qualified for service line or services are appropriate and feasible under certain grant provisions) are provided and agree to the “Acknowledgement and Agreement to Scope of Emergence Health Network Services” prior to the provision of any services by EHN, which acknowledgement is incorporated as **Exhibit A** to this Agreement.

V. Confidentiality

- A. The Parties shall abide by strict confidentiality regulations that govern the release of information and shall not disclose to a third party/outside entity the identity of a victim and/or specifics regarding the victim’s circumstances unless required to do so by state or federal law, without written consent of the victim or victim’s parent or legal guardian. After the victim or victim’s parent or legal guardian has signed a consent form for the release of information, the Parties may release information for the purposes of referral, treatment, intervention, service/service coordination.
- B. EHN, its employees and personnel, shall maintain confidentiality of patient information as required by applicable law, including HIPAA.
- C. EHN agrees that if it receives information or records concerning any student, it shall not disclose the same except as permitted by FERPA. EHN further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, “Criminal History Record Information Review of Certain Contract Employees,” any applicable rule(s) adopted by the Texas Commissioner of Education, CISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.
- D. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

VI. Term and Termination

- A. This Agreement will be in effect for THREE (3) years beginning on June 1, 2026, and ending on May 31, 2029, subject to any limitations set forth herein, unless terminated in accordance with this section. This Agreement may be extended beyond the original term by a mutual renewal written agreement signed by Parties.
- B. Termination:
 - 1. Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.
 - 2. CISD may terminate this Agreement with thirty (30) days written notice for convenience or should space /resources no longer be available to house the EHN services.
 - 3. This Agreement may be terminated by mutual written agreement of the Parties upon such terms as agreed.
 - 4. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement.

VII. Contractual Relationship

- A. Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the parties hereto. Each party retains the right to conduct its business as it sees fit. EHN (and its employees) shall, at all times, be deemed an independent contractor.
- B. Any furnishings and equipment provided by EHN shall remain property of EHN during and after the Term of this Agreement. Such furnishings and equipment shall carry an inventory tag denoting property of EHN.

VIII. Reservation of Rights, Immunity and Governmental Function

- A. The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign /governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on CISD or EHN not permitted by applicable law shall be enforceable.

IX. General Provisions

- A. Disputes. If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.
- B. Amendment and Assignment. Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void and shall be deemed a material breach of this Agreement.
- C. Entire Agreement. This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.
- D. Notice to Parties. Any notice required by this Agreement shall be given by prepaid first-class certified mail, return receipt requested to:

CISD at:

Dr. Monica Reyes
Executive Director Student Support Services
Canutillo ISD
P.O. Box 100
Canutillo, TX 79835

With a copy to:

EHN at:

Kristi D. Daugherty
Chief Executive Officer
Emergence Health Network
201 E. Main, Suite 600
El Paso, Texas 79901

or such other address as later provided by a party through written notice to the other party.

- E. Choice of Law and Venue; Statute of Limitations. For the purpose of determining the place of agreement and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. The laws of the State of Texas shall govern in determining any evidentiary privileges claimed by the parties. Venue for all causes of action arising

from or in connection with this Agreement shall be in El Paso County, Texas. The parties agree that the statute of limitations as prescribed under Texas law, including but not limited to Texas Civil Practice and Remedies Code chapter 16 (herein, the “Statute of Limitations”), shall govern. Any language prescribing a period less than the Statute of Limitations shall be of no effect.

- F. No Indemnification. The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
- G. Binding Effect. This Agreement, and every provision thereof, shall be binding upon and shall insure to the benefit of the Parties and their respective successors and permitted assigns.
- H. No Waiver. The consent or waiver, express or implied, by a party to a breach of any provision, or the failure, or apparent failure, of either party at any time to require performance by the other of any provision of this Agreement, shall in no way affect the right of such party to require performance of that provision or any other provision of this Agreement.
- I. Mutual Negotiation. This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms’ length, and shall be construed without favor to any party.
- J. Contract Language. Wherever the context shall require, the singular shall include the plural, and the female gender shall include the male, the neutral, and vice versa. This Agreement may be executed in original or facsimile signatures, in multiple counterparts. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- K. Severability. All agreements and covenants contained in this Agreement are severable. Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be illegal, invalid or unenforceable. In lieu of any provision so held, there will be added a provision that preserves the intention of the unenforceable provision and complies with the law.
- L. Warranty of Capacity to Execute Contract. The person signing this Agreement on behalf of each party warrants they have the authority to do so and to bind their respective party to this Agreement.
- M. Survival. A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

- N. Public Information Act. EHN is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that EHN shall only be obligated to perform its duties under this section and this Agreement in compliance with the Texas Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Texas Public Information Act, EHN shall be relieved of said duties without penalty or further liability. In the event either party receives a request under the Texas Public Information Act for Confidential Information it shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that EHN may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that EHN, its officers and employees, shall have the right to rely on the determinations of the Texas Attorney General, and that EHN, its officers and employees shall have no liability to CISD for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require EHN or CISD to violate the terms of the Texas Public Information Act.
- O. Force Majeure. Neither party shall be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

[SIGNATURES ON NEXT PAGE]

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Dr. Josue D. Borrego
Superintendent of Schools

Date: _____

EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK

Kristen Daugherty, LCSW-S, MBA
Chief Executive Officer

Date: _____

EXHIBIT A

Acknowledgement and Agreement to Scope of Emergence Health Network Services

I have opted to access the services of Emergence Health Network (“EHN”) to provide counseling services on behalf of my child, _____ on _____ campus, or on behalf of myself as an adult student. I acknowledge these services are provided by EHN alone and are separate and apart from the educational services offered by Canutillo ISD (CISD). I understand that no employee/employer relationship exists between CISD and EHN, and CISD does not endorse, recommend, oversee, approve, or otherwise control these services. I understand that EHN is providing services on CISD premises only in order to make the services more convenient and accessible for me and/or my child.

Additionally, if I have signed a consent form to allow CISD to permit disclosure of confidential information with EHN, I understand and agree this consent does not create an obligation or guarantee of the frequency, nature, or extent of the collaboration between CISD and EHN. Furthermore, I understand that CISD will not be incorporating EHN’s methodology into my child’s (my) education at Canutillo ISD.

I further acknowledge the presence of EHN on my child’s (my) campus to provide separate and independent counseling services does not mean CISD believes counseling services are required for my child (me) to receive an education from CISD. If I believe that my child needs (I need) counseling or other support services from CISD, I will contact _____ at _____.

I hereby consent and agree to my student’s (my) participation in this service, and I acknowledge that I have read and understand the parameters of this service. Furthermore, in consideration for this opportunity, I hereby release and disclaim any and all claims or causes of action against CISD, including its employees, officers, agents, and assignees arising from my child’s (my) participation in the EHN counseling services, and I agree that CISD does not endorse or recommend these services for my child’s (my) education.

Name of Parent/Adult Student

Date

(Adult student is someone 18 years or older still enrolled as a student who is qualified for service line or services are appropriate and feasible under certain grant provisions.)

PROCESS WORKFLOW

School-Based Mental Health Program

