



CENTRAL COUNTIES SERVICES
MEETING BEHAVIORAL AND DEVELOPMENTAL NEEDS

Bell ♦ Corvell ♦ Hamilton ♦ Lampasas ♦ Milam



This MEMORANDUM OF AGREEMENT (MOA) is entered into between Central Counties Services, known herein as AUTHORITY, and Temple Independent School District, known herein as TISD.

WHEREAS, the Board of Trustees of the AUTHORITY was created pursuant to the Texas Mental Health and Mental Retardation Act of 1965 and operates a comprehensive community mental health and intellectual disability center for persons in Bell, Coryell, Hamilton, Lampasas, and Milam Counties, Texas; and

WHEREAS, AUTHORITY provides a range of services for persons experiencing symptoms of mental illness; and

WHEREAS, AUTHORITY provides outpatient mental health services to children and adolescents and maintains an outpatient clinic for that purpose at 304 South 22nd St. in Temple, TX; and

WHEREAS, for the simplicity of language in this MOA the terms "child" and "children" include all children up to the age of 18; and

WHEREAS, AUTHORITY recruits, and employs clinical staff who are trained to assess and provide skills training services to children who are experiencing mental health or emotional adjustment problems; and

WHEREAS, AUTHORITY has obtained approval to assist young children in the TISD system who are having classroom adjustment problems which interfere with the children's ability to effectively learn at their appropriate age level and ability to participate in the learning environment in a manner that promotes all children in their class learning successfully; and

WHEREAS, TISD enrolls and provides educational services to children from the greater Temple area; and

WHEREAS, TISD seeks to bring limited child mental health services into their school facilities to increase student and family access to such outpatient mental health services; and

WHEREAS, TISD also seeks to increase its access to mental health consultation by having child-trained mental health professionals available on a limited basis at TISD's school campuses to assist children with their classroom adjustment problems related to social and mental health related challenges;

NOW THEREFORE, AUTHORITY and TISD agree as follows:

AUTHORITY agrees:

- A. To employ Qualified Mental Health Professional staff, known herein as QMHP's, (Bachelor's degree in the social sciences, plus experience in mental health or a related field) who will be clinically supervised by a Child Mental Health Coordinator who has either a. a master's degree in the counseling field and is a Texas-licensed professional counselor, or b. a master's degree in social work and is a Texas-licensed clinical social worker. These employees are the sole employees of the AUTHORITY and have no employment relationship of any kind with TISD.
- B. The QMHP's will be capable of providing the following services on TISD campuses:
 - Provision of focused skill-building services for individuals and groups to include reducing maladaptive behaviors, and teaching improved social skills and coping strategies
 - Case management
 - Medication education
 - Engagement activities
 - Other services mutually agreed upon by TISD and the AUTHORITY
- C. The QMHP's shall not disclose to any third parties information obtained from confidential educational records created and maintained by TISD.
- D. To cover the QMHP's and services they provide under its general liability/malpractice insurance policy.

2. TISD agrees:

- A. To make available in each location, a private space where the QMHP can meet with referred students, their families, and school personnel in a manner that insures confidentiality of the information exchanged.
- B. To enable the QMHP's to have classroom access, if deemed appropriate by the campus principal, to observe the children open in the AUTHORITY's services in the academic and social environment of their classrooms.

3. TISD and AUTHORITY mutually agree:

- A. The term of this MOA shall be from September 01, 2026 until August 31, 2027, unless this MOA is mutually amended to modify the Term.
- B. To draft and sign student information exchange agreements within each organization's legal authority to do so.
- C. To the extent permitted under the laws of the State of Texas to mutually indemnify and hold harmless the other organization, its trustees, officers, employees, and agents from

and against all liabilities, claims, actions, expenses (including attorneys' fees, and costs related to the investigation or any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the nonperformance or the negligent performance of other party's obligations under this MOA. Nothing in this provision waives any legal defenses available to TISD and AUTHORITY, including defenses of governmental or official immunity from suit and/or liability.

- D. This MOA may be amended in writing at any time by mutual agreement of the parties to this MOA.
- E. That either party to this MOA has the right to cancel this MOA for any reason, including failure of the other party to perform in accordance with the terms outlined herein or in amendments hereto. This MOA may be terminated by one party giving thirty (30) days written notice to the other at the address included herein.
- F. This MOA shall be governed by and construed in accordance with the laws of the State of Texas. This MOA document constitutes the entire MOA between TISD and the AUTHORITY. No additional terms or conditions shall become a part of the MOA without the written consent of both parties and compliance with relevant Texas law.
- G. That any written notice provided under this MOA or required by law shall be deemed to have been given and received when it is sent by Register or Certified Mail, or hand delivered to the other party of this MOA. The official recipients of such notices shall be as follows:

Temple Independent School District
Dan Posey, President
401 Santa Fe Way
Post Office Box 788
Temple, Texas 76503

Central Counties Services
Johnnie Wardell, Executive Director
304 South 22nd Street
Temple, Texas 76501

**NOW, THEREFORE, THE PARTIES TO THIS MOA DO AGREE TO ITS TERMS AND
CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:**

Johnnie Wardell, Executive Director
Central Counties Services

Date:

Dan Posey, Board President
Temple Independent School District

Date: