

**SCHOOL BASED CRISIS INTERVENTION TEAM MEMORANDUM OF
UNDERSTANDING BETWEEN
EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK
AND
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**

This Agreement ("Agreement") is made and entered into by and between El Paso MHMR d/b/a Emergence Health Network ("EHN"), a local mental health authority and community center established under the Texas Health and Safety Code, and San Elizario Independent School District ("SEISD"), all of which are referred to collectively as the ("Parties"), for the purpose of implementing a School-Based Crisis Intervention Team ("CIT") for SEISD schools. This Agreement is authorized pursuant to Texas Government Code Chapter 791.001, et seq., the Interlocal Cooperation Act.

RECITALS

WHEREAS, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code, which permits agreements (interlocal agreement) between local governments for the purchase of goods and services, and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

WHEREAS, EHN and the SEISD desire to explore options for providing safer and more effective responses to incidents involving persons in suspected mental health crisis, and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties agree that the School-Based CIT model is an effective method in responding to situations involving persons in suspected mental health crisis, and persons with a diagnosed or suspected mental illness and/or intellectual disability; and

WHEREAS, the Parties desire to enter into this Agreement to implement the School- Based CIT model and increase the number of persons diverted from incarceration when allowed by statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto do mutually agree as follows:

I. TERM AND TERMINATION

A. **Term.** This Agreement becomes effective on October 1, 2026 ("Effective Date") and terminates on September 30, 2027 ("Initial Term"), unless extended by written agreement, or when otherwise terminated as provided under this Agreement. The Board of Trustees of SEISD authorizes its Superintendent to sign any such extension that does not affect the approved budget and that does not otherwise change any of the material terms herein; notwithstanding the foregoing SEISD may elect to present any extensions and changes to the terms herein to the Board Trustees for review and approval, in SEISD's sole discretion.

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. SEISD 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. The Board of Trustees of SEISD authorizes its Superintendent to agree to any such termination that does not affect the approved budget; notwithstanding the foregoing SEISD may elect to present any terminations and changes to the terms herein to the Board Trustees for review and approval, in SEISD's sole discretion.

II. EHN ROLE AND RESPONSIBILITIES

- A. EHN agrees to provide crisis response counseling services by crisis response trained qualified mental health practitioners ("Crisis Intervention Team" or "CIT"). Such services shall be provided in partnership with El Paso County Sheriffs Office (EPCSO) School resource Officers to the school sites outlined under the district.
- B. The CIT will consist of (6) total staff members to the Agreement: three (3) qualified mental health practitioners serving as CIT specialists, and one (1) licensed clinician serving as the Clinical CIT Therapist. CIT will additionally have one (1) Program Manager and one (1) Director of CIT. The Clinical CIT Therapist shall be either a Licensed Professional Counselor or a Licensed Professional Counselor Associate or a Licensed Master Social Worker. The Clinical Program Manager and Director of CIT shall be either a Licensed Professional Counselor, a Licensed Master Social Worker or a Licensed Clinical Social Worker. Full staff salaries, benefits, and equipment for all CIT members will be covered solely by EHN. The Parties acknowledge that SEISD will bear no financial responsibility for any salaries, benefits, equipment, or any other costs relating to CIT members.
- C. The CIT will train the EPCSO SROs and SEISD counselors and school administrators at the school sites outlined in de-escalation techniques, ensuring student and staff safety, and understanding the process for deploying CIT staff to school campuses for emergency and crisis response for SEISD students. CIT must respond within one (1) hour of being contacted by designated SRO, SEISD staff. Such trainings will occur on dates and times mutually agreed upon by the Parties. CIT response while on-site with SEISD students requiring emergency crisis services will include:
 1. Verbal Intervention;
 2. De-escalation of crisis or aggressive behavior;
 3. Crisis Stabilization; and
 4. Crisis Assessment.
- D. The CIT will operate in accordance with protocols outlined by SEISD policy and school administrators, which SEISD will provide to CIT upon execution of this Agreement. CIT agrees to review those protocols prior to providing services to SEISD students. If the CIT is unable to operate in accordance with those protocols, it should promptly notify SEISD.

- E. CIT may provide emergency mental health response services for SEISD students before or after school.
- F. In addition to emergency dispatch, CIT may conduct home visits, welfare checks, and follow-ups for high-risk student cases identified by SEISD upon SEISD request, with appropriate consent.
- G. CIT will also provide the following non-emergency services if requested by SEISD, with appropriate consent:
 - 1. Educate parents and legal guardians on mental health topics and assist them with any referrals the CIT team believes the student may benefit from;
 - 2. Provide follow-up calls to ensure that students referred to outpatient or inpatient services are compliant with treatment;
 - 3. Meet with teachers to discuss student concerns and/or develop a school safety plan;
 - 4. Meet with students returning to school after a psychiatric inpatient stay to ensure a smooth return;
 - 5. Educate teachers and other school staff members on mental health-related topics, crisis response, and basic de-escalation techniques; and/or
 - 6. Review referrals made by teachers and follow up with students identified in the "at- risk" population;
- H. CIT will document all on-campus student encounters within 24 hours and provide copies of the documentation to designated SEISD staff at each campus. If additional information regarding a student encounter is requested by SEISD, CIT shall supplement its documentation as requested to provide that information.
- I. At SEISD's request, in the event of a regulatory inquiry, complaint, or District investigation, EHN agrees to reasonably cooperate with SEISD in connection with that inquiry, complaint, or investigation.
- J. In the event that EHN receives a regulatory, community, student, staff, or parent complaint or inquiry relating to or arising out of CIT at SEISD, EHN shall immediately notify SEISD and the Parties shall collaborate on a response.

III. SEISD ROLE AND RESPONSIBILITIES

SEISD will work with EHN to provide space for CIT staff in the form of a room or office if such space is available at the school sites. If needed, the CIT unit may also deploy from the EHN Crisis and Emergency Services facility located at 1601 East Yandell when called to respond to crisis situations by SEISD Police Services or school administrators.

IV. FUNDING AND COSTS

All CIT services under this Agreement shall be provided at no cost to SEISD and instead will be funded through funds awarded to EHN by the Office of the Governor (OOG). Such funding is a condition of EHN's obligations herein. Renewal of this agreement beyond the stated termination date is subject to the availability of funds by either party. Both parties agree to pursue other possible funding options before the termination of this agreement.

V. MEETING THE MEASURES REQUIRED BY THE OOG

To meet the measures as required by the OOG grant, SEISD shall agree that the School-Based CIT Specialist can also respond to crisis calls in Fabens ISD or Clint ISD at the request of their SRO's or El Paso County Sheriff's CIT as long as the specialist is not on a call within San Elizario ISD. This is with the understanding that the assigned SRO (San Elizario ISD) will not leave the assigned school or district.

VI. CONFIDENTIALITY AND SHARING OF INFORMATION

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 without written consent of the victim or victim's parent or legal guardian unless required to do so by state, federal law, or by valid Court order. 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 in accordance with applicable law and regulation.

EHN, its employees and personnel, shall maintain confidentiality of patient information as required by applicable law, including HIPAA.

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, SEISD 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. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

As a partner providing services for the District, EHN shall be deemed a "school official" as that term is defined in the District's Board Policy. Further it is understood and agreed that in order to perform the services hereunder, it may be necessary for the Consultant to preview and be provided access to "educational records" (as defined in Board Policy, the Texas Education Code, and the Family Education Rights and Privacy Act) of students of EHN. EHN agrees to maintain the confidentiality of any and all educational records of students that are disclosed to, or reviewed by, EHN in accordance with Federal and State laws, rules, and regulations. EHN hereby covenants that the confidential and proprietary information of SEISD and students will be protected. EHN shall keep all such information confidential and shall not disclose such information except under order of a court of competent jurisdiction or as otherwise required by law.

VII. CONTRACTUAL RELATIONSHIP

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.

EHN acknowledges that any such Personnel, agents, representatives, or volunteers it assigns to work with students at each Unit shall be suitable and qualified to provide services to SEISD students. EHN is responsible for performing any background checks and suitability reviews to ensure that the assigned Personnel, agents, representatives, or volunteers is suited to work with students and staff of SEISD. At SEISD's request, EHN shall reassign any Personnel, agent, representatives, or volunteers SEISD in its sole discretion determines is not suitable to work with the students or staff of the district. EHN is responsible for ensuring that its Personnel, agents, representatives, or volunteers hold the required licensures and qualifications to perform the Services, in accordance with applicable laws, regulations, and industry standards.

VIII. RESERVATION OF RIGHTS, IMMUNITY, AND GOVERNMENTAL FUNCTION

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 SEISD or EHN not permitted by applicable law shall be enforceable.

VIV. 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. The Board of Trustees of SEISD authorizes its Superintendent to sign any amendment that does not affect the approved budget.
- 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:

SEISD at:
Dr. Jeannie Meza-Chavez
Superintendent
San Elizario Independent School District
1050 Chicken Ranch Road
San Elizario, Texas 79849

EHN at:
Kristen D. Daugherty
Chief Executive Officer
Emergence Health Network
201 E. Main, Suite 600
El Paso, Texas 79901

With a copy to:
JCA LAW on behalf of San Elizario
Independent School District
216 W. Village Blvd. Ste 202
Laredo, Texas 78041

With a copy to:
General Counsel
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. **Applicable Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as well as any applicable federal law and policy of SEISD. If any legal action or dispute resolution is necessary to enforce the terms of this Agreement, exclusive venue shall lie in El Paso County, Texas. Further, and for any project that is in whole or in part funded through the Federal government, the applicable program or appropriation statute(s), federal agency regulations, and Circulars of the U.S. Office of Management and Budget shall apply.
- 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 inure 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. **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.
- J. **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.

K. **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.

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

SAN ELIZARIO INDEPENDENT
SCHOOL DISTRICT

EL PASO MHMR d/b/a EMERGENCE
HEALTH NETWORK

D. Jeannie Meza-Chavez
SEISD Superintendent

Kristen D. Daugherty, LCSW-S, MBA
Chief Executive Officer

Date:

Date:

Approved as to Form.

SEISD General Counsel