MEMORANDUM OF UNDERSTANDING
Between
HILL COUNTRY COMMUNITY MHMR CENTER
And
UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is entered into between

"HCCMHMRC"

Hill Country Community MHMR Center
819 Water Street #300
Kerrville, TX 78028
Phone: (830) 792-3300

a community center and a unit of local government of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, and

"PARTNER"

Uvalde Consolidated Independent School District
1000 North Getty St.
Uvalde, TX 78801
Phone: (830) 278-6655

a Consolidated Independent School District in Texas, in good standing to establish a collaborative and strategic partnership between the two agencies. The intent of this MOU is to clarify the goals and objectives of the partnership, and the respective roles and responsibilities of each agency. The PARTIES collectively hereinafter are referred to as the "PARTIES."

I.
PURPOSE, GOALS AND OBJECTIVES

HCCMHMRC and PARTNER believe that our missions and programs are compatible, and both agencies have a strong commitment to serve the needs of individuals, both adult and child, with mental illness, intellectual and developmental disabilities, substance use disorders and other persons receiving HCCMHMRC services.

The goal of this partnership is to identify and implement ways in which both organizations can collaborate to integrate, unify and more efficiently coordinate programming, service delivery and administrative support functions to the mutual benefit of the two agencies, individuals served and the local community. The partnership seeks to facilitate the appropriate and efficient delivery of health care or related services across systems for individuals served by HCCMHMRC.

SPECIFIC OBJECTIVES INCLUDE:

1. Facilitate wellness and recovery of the whole person.

2. Encourage participation by family members and others important to the individual.

3. Address identified Individual needs and dreams to the extent possible.

4. To ensure care coordination with formal PARTNER through the sharing of pertinent health care information as outlined in this MOU.

II.
TERM OF THIS MEMORANDUM OF UNDERSTANDING

This MOU is effective as of September 1, 2026, through August 31, 2027, unless terminated earlier. Either PARTY may terminate this MOU with thirty (30) days' prior written notice. The term of this MOU may be extended by the PARTIES' mutual written agreement.

III.
RESPONSIBILITIES OF HCCMHMRC

HCCMHMRC agrees to:

1. Listen to people's needs and dreams as part of any individual recovery planning and recognize that individuals, peers, and family involvement is essential for recovery, and they should be fully integrated into care.

2. Obtain individual's choice and consent prior to making referral to PARTNER. HCCMHMRC will ensure that individual's preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. HCCMHMRC will make reasonable efforts to obtain necessary consent for release of information from individuals of HCCMHMRC.

3. Make appropriate referrals to PARTNER based upon PARTNER'S criteria and use means established through this MOU.

4. HCCMHMRC agrees to provide intake, initial screening, and treatment to individuals presenting at HCCMHMRC for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.

5. Deliver easy access to care with the goal of reducing wait time so those who need services can receive them when they need them, regardless of ability to pay or location of residence.

6. Provide care for active-duty military and veterans with the goal that said active-duty military and veterans receive health support essential to their treatment.

7. Retain clinical responsibility for services provided by HCCMHMRC.

8. Provide Care Coordination including follow-up, so individual's needs are being addressed to the extent possible and facilitate health care services across systems of care.

9. Provide integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act ("ACA"), and with the requirements of the Certified Community Behavioral Health Clinics ("CCBHC") demonstration, as implemented by the United States Department of Health and Human Services ("HHS"); and

10. Expand care coordination with other health care partners, social service partners and law enforcement, with a focus on whole health and comprehensive access to a full range of medical, behavioral, and supportive services.

IV.
RESPONSIBILITIES OF PARTNER

PARTNER agrees to:

1. PARTNER agrees to have a grievance process in place for individuals who are in their care. PARTNER shall provide a copy of their grievance process to everyone at their first appointment.

2. Where able, provide individuals with the right to choose the services and partners within the organization.

3. Furnish private space on campus to facilitate Texas Resiliance and Recovery Services, Multi-Systemic Therapy and Youth Empowerment Services Waiver (YES) Services.

4. Cooperate with HCCMHMRC to facilitate care coordination for Texas Resiliance and Recovery Services, Multi-Systemic Therapy and Youth Empowerment Services Waiver (YES) Services.

V.
HCCMHMRC AND PARTNER EACH AGREE

1. To maintain communication to achieve the purpose of this MOU.

2. To collaborate to conduct treatment planning and care coordination activities in a manner that is person and family centered.

3. To jointly develop a Care Coordination Protocol within thirty (30) days upon entering this MOU. Such Care Coordination Protocol shall describe:

    a. how timely and orderly referrals will be made.

    b. how the PARTIES will track referred individuals and the Services they receive, including prescriptions, admission, and discharge, as applicable.

    c. individual preferences and needs for care, including psychiatric or substance use crises, to the extent possible and in accordance with individual's expressed preferences with individual's

family, caregiver and other supports identified by individual.

d. any other expectations necessary to effectively manage care transitions

VI.
FISCAL PROVISIONS

1. This MOU is a non-financial agreement. No amounts are due to either PARTY because of this MOU. No charges shall be made, and no fiscal exchange shall occur because of this MOU; and

2. The PARTIES agree that, to the extent that individuals receive care from either PARTY pursuant to this MOU, such individuals are considered individuals of the PARTY furnishing the SERVICES. Accordingly, each PARTY agrees to be solely responsible for billing and collecting all payments for such SERVICES from appropriate third-party payors, funding sources, and, as applicable, individuals, observing the PARTY'S customary billing, collection, and discount/charity care policies.

VII.
INDIVIDUAL'S RIGHT TO PRIVACY

1. HCCMHMRC and PARTNER will coordinate care and the protection of Protected Health Information ("PHI"), as set forth in this MOU, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, the Texas Medical Practices Act ("TMPA") (Act 1999, 76th Leg., Ch. 388, Sec. 1, eff. Sept. 1, 1999), and other federal and state laws, including privacy requirements specific to the care of minors. PARTNER agrees not to Use or Disclose, or permit the Use or Disclosure of PHI, in a manner that would violate the requirements under HIPAA and TMPA. PARTNER shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this MOU.

2. Each PARTY agrees it shall request individuals' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each PARTY shall follow individuals' preferences for shared PHI, consistent with the philosophy of person and family-related consent; and

3. This Section VII shall survive termination of this MOU.

VIII.
CONFIDENTIALITY AGREEMENT

Prior to or during this MOU, sensitive, confidential, and /or proprietary information not generally available to the public ("CONFIDENTIAL INFORMATION") may be exchanged by the PARTIES, in written documents and verbally. In order to protect the privacy and business interests of each of the parties, they agree to the following terms:

1. Each PARTY will identify confidential information by noting in the header of the document that the document should be treated as confidential.

2. All Confidential Information will be maintained in confidence by each PARTY and will be made available only to board members, staff, and agents involved in the work of the MOU. Each PARTY will take all reasonable precautions to maintain the confidentiality of Confidential Information. Neither PARTY will at any time during the MOU nor after the termination of the MOU make known to any third party any CONFIDENTIAL INFORMATION covered by this MOU or furnish any documents containing such CONFIDENTIAL INFORMATION pertaining to the other PARTY.

3. At the conclusion of the MOU, all copies of CONFIDENTIAL BUSINESS INFORMATION distributed to each PARTY or its agents by the other PARTY or its agents will be returned to the originating PARTY.

4. Neither PARTY will make any use or take advantage of anything it has learned from CONFIDENTIAL INFORMATION about the other PARTY'S organization, board, staff, donors, individuals, finance, legal dealing, or operations, nor will it use anything it has so earned to compete with the other PARTY.

5. The PARTIES agree that during and upon conclusion of the MOU, the PARTIES will agree upon a joint statement or statements to be issued to any third-party requesting information about the work or results of the MOU. Any statement will reflect positively upon both parties.

6. If the PARTIES shall be sharing an individual's private health information ("PHI"), the PARTIES hereby agree to execute the attached *"Attachment A - Business Associate Agreement,"* which is hereto attached as if incorporated by reference.

IX.
INSURANCE. LIABILITY AND INDEMNIFICATION

1. PARTNER'S INSURANCE POLICIES, COVERAGES AND ENDORSEMENTS.

The PARTNER agrees to maintain and to cause its personnel providing SERVICES under this MOU to maintain, at its sole cost and expense or the cost and expense of its personnel, the following insurance policies with specified coverages and limits, as required by HCCMHMRC, at the time of executing this MOU, to protect and insure HCCMHMRC and PARTNER against any claim for damages arising in connection with PARTNER'S or its directors, officers, employees, agents, partners, agents, attorneys, employees, and/or representatives under this MOU, and all extensions and amendments thereto.

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Each Occurrence	$1,000,000
PROFESSIONAL LIABILITY	
General Aggregate	$3,000,000
Each Occurrence	$1,000,000
BUSINESS AUTOMOBILE (IF TRANSPORTING CONSUMERS.)	
Combined Single Limit Bodily Injury & Damage	$500,000 Property
WORKERS' COMPENSATION & EMPLOYERS' LIABILITY (IF APPLICABLE)	
Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	$500,000 Each Accident

Bodily Injury by Disease	$500,000 Each Employee
Bodily Injury by Disease	$500,000 Policy Limit

2. CERTIFICATES OF INSURANCE. PARTNER will promptly furnish copies of all applicable insurance policies and a CERTIFICATES OF INSURANCE to HCCMHMRC prior to the execution of this MOU. All such insurance will be secured and maintained by an insurance company, or companies, satisfactory to HCCMHMRC and will name HCCMHMRC as an additional insured. HCCMHMRC may withhold payments under the terms of this MOU until the PARTNER furnishes HCCMHMRC copies of all such policies and a CERTIFICATE OF INSURANCE from the insurance carrier, or carriers, showing that such insurance is in full force and effect. The PARTNER must give HCCMHMRC thirty (30) day's prior written notice of any proposed cancellation of any of the above-described insurance policies.

3. ADDITIONAL INSURED. All policies excluding professional liability, employer's liability and worker's compensation shall contain a provision naming HCCMHMRC as an "ADDITIONAL INSURED" Party on the original policy and all renewals or replacements during the term of this MOU.

4. SUBROGATION. All policies must contain a WAIVER OF SUBROGATION endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against HCCMHMRC, its officers, agents, or employees.

5. PRIMARY AND NON-CONTRIBUTORY WORDING. All policies will provide Primary and Non-Contributory Wording. This wording will be included on the CERTIFICATE OF LIABILITY INSURANCE.

6. CANCELLATION. New CERTIFICATES OF INSURANCE shall be furnished to HCCMHMRC at the renewal date of all policies named on these Certificates. PARTNER shall give HCCMHMRC thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies.

7. INDEMNIFICATION.

   a. To the fullest extent authorized by the laws of the State of Texas and the Texas Constitution, the PARTIES shall indemnify, defend and hold each other, their directors, officers, employees, agents, partners, agents, attorneys, employees, and/or representatives from and against any and all losses, suits, actions, claims or cost of any character, type or description brought or made on account of any injuries, death or damage received or sustained by any person or persons or property, including but not limited to individuals , arising out of or occasioned by any acts or negligence of each agency or its directors, officers, employees, agents, partners, agents, attorneys, employees, and/or representatives whether occurring during the performance of the SERVICES hereunder or in the execution of the performance of any of its duties pursuant to this MOU.

   b. THIS ARTICLE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS MEMORANDUM OF UNDERSTANDING.

8. HCCMHMRC and PARTNER understand and agree that the PARTNER of record of services is solely liable for all such services, and that the PARTY which is not the PARTY of record of the services will not be liable, whether by way of contribution or otherwise, for any damages incurred by individuals or arising from any acts or omissions in connection with or related to the provision of such Services; and

X.

DISPUTE RESOLUTION

1. If the PARTIES to this MOU are unable to resolve a dispute, difference, controversy, or claim ("Dispute") arising out of or relating to this MOU, the PARTIES agree to submit the dispute to Mediation. The PARTIES shall agree upon a mutually agreeable Mediator and location. Any PARTY to this MOU may invoke the right to Mediation, as set forth in this Section, by sending written notice to the other PARTY or PARTIES of such invocation and setting forth in adequate detail the nature of the matter to be mediated. The PARTIES to the Mediation shall mutually appoint the Mediator within fifteen (15) calendar days of receipt of the written notice. The Mediation proceedings shall commence and be diligently pursued by the PARTIES to this MOU within thirty (30) calendar days of the appointment of the Mediator. Each PARTY to the Mediation shall bear its own costs and expenses incurred with respect to the Mediation. The cost of the Mediator and the Mediation procedure shall be borne equally by the PARTIES to the Mediation.

XI.
MISCELLANEOUS

1. This MOU shall be governed by and interpreted in accordance with the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this MOU shall be in a court of competent subject matter jurisdiction in Kerr County, Texas.

2. This MOU constitutes the complete agreement between HCCMHMRC and PARTNER relating to the matters specified in this MOU, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this MOU shall be binding on either PARTY. Any change, addition or deletion to the terms of this MOU shall be in writing and executed by both PARTIES. No third PARTY shall be considered a third-party beneficiary under this MOU, nor shall any third PARTY have any rights because of this MOU; and

3. Notwithstanding any provision of this MOU, nothing in this MOU is intended to be, nor will be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims, and privilege of the State of Texas; and

4. Neither PARTY shall assign or otherwise transfer its rights and/or obligations under this MOU without prior written consent of the other PARTY. Subject to the provisions hereof, all the covenants, conditions and obligations contained in this MOU shall be binding upon and inure to the benefit of the respective permitted successors and assigns of each PARTY, to the same extent as if each such successor and assign were named as PARTY to the MOU.

5. ENTIRE AGREEMENT. This MOU, together with its attachments and exhibits, constitutes the entire agreement of the PARTIES with respect to the matters set forth in this MOU and supersedes any prior understanding or agreement, oral or written, with respect to such matters

6. ADDITIONAL ASSURANCES. At the request of any PARTY, the other PARTY shall execute any additional instruments and take any additional acts as may be reasonably required to carry out the intent and purposes of this MOU.

7. NOTICES. All NOTICES pursuant to this MOU must be given in writing and shall be effective when received if hand-delivered or sent by facsimile or upon dispatch if sent by a reputable overnight delivery service or by U.S. Mail, certified, return receipt requested and addressed as follows:

To PARTNER: Uvalde Consolidated Independent School District
ATTN: Dr. Juan Hinojosa, Superintendent
1000 Getty Street
Uvalde, Texas 78801
Phone: (830) 278-6655
Email: jhinojosa9445@uvaldecisd.net

To HCCMHMRC:
Hill Country Community MHMR Center
ATTN: TOD CITRON, Chief Executive Officer
819 Water St. #300
Kerrville, TX 78028
Phone: (830) 792-3300
Email: contracts@hillcountry.org

IN WITNESS WHEREOF, the PARTIES, having read and considered the above provisions, indicate their agreement as evidenced by their signatures below. The PARTIES hereto have signed on behalf their own organizations as the duly authorized representative and agree to be bound by the terms of this MOU between the PARTIES.

PARTNER

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____

Dr. Juan Hinojosa, Superintendent

HCCMHMRC

HILL COUNTRY COMMUNITY MHMR CENTER

By: _____ Date: 9/28/26

TOD CITRON, Chief Executive Officer