**MEMORANDUM OF UNDERSTANDING**
for the

**HANDLE WITH CARE PROGRAM**
**between**
**HILL COUNTRY COMMUNITY MHMR CENTER**
**and the**

**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT,**
**The CITY OF UVALDE POLICE DEPARTMENT, and**
**The UVALDE COUNTY SHERIFF'S DEPARTMENT**

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This **MEMORANDUM OF UNDERSTANDING** ("**MOU** ") is entered into between

**"HCCMHMRC"**

**HILL COUNTRY COMMUNITY MHMR CENTER**
**ATT: TOD CITRON, Chief Executive Officer**
**819 Water St., Suite 300**
**Kerrville, TX 78028**
**Phone: 830-792-3300**
**E-mail: contracts@hillcountry.org**

A community center and unit of local government under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., as amended,

**"SCHOOL DISTRICT "**

**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT Attn: JUAN HINOJOSA, Ed.D., Superintendent**
**1000 North Getty St.**
**Uvalde, Texas 78801**
**Phone: 830-278-6655**
**Email:** jhinojosa9445@uvaldecisd.net

A consolidated independent school district located in the city of Uvalde, Uvalde County, Texas.

**"PD"**

**CITY OF UVALDE POLICE DEPARTMENT**
**Attn: HOMER DELGADO, Chief of Police**
**964 W. Main St.**
**Uvalde, Texas 78801**
**Phone: 830-278-9147**
**Email:** hdelgado@uvaldetx.gov

A law enforcement agency that maintains law and order in the specific geographic area of Uvalde, Texas. It enforces laws, investigates crimes, and offers various community services.

**"SD"**

**UVALDE COUNTY SHERIFF'S DEPARTMENT**
**Attn: RUBEN NOLASCO, Sheriff**
**339 King Fisher Ln., Box 1**
**Uvalde, Texas 78801**
**Phone: 830-278-4111**
**Email: sheriff@uvaldecounty.gov**

A sheriff-led, county-level law enforcement agency. Its primary responsibilities include maintaining law and order in the unincorporated areas of the county. It enforces laws, investigates crimes, and provides various community services.

The **PARTIES** shall be referred to collectively as the **"PARTIES"** and individually as **PARTY.**

## RECITALS

**WHEREAS** the **PARTIES** believe that their missions and programs are compatible and are firmly committed to serving the needs of students exposed to trauma or violence through the **HANDLE WITH CARE PROGRAM ("HWC PROGRAM").** The **HWC PROGRAM** is a community-wide collaborative effort that alerts participating school districts when a student has witnessed or experienced a violent or traumatic event involving law enforcement responses.

**WHEREAS** the **PARTIES** are entering into this **MOU** to establish their mutual agreement for this collaborative and strategic partnership among all **PARTIES** and to outline their respective purposes, responsibilities, and commitments related to the **HWC PROGRAM**.

**NOW, THEREFORE**, considering the mutual promises set forth below, the **PARTIES** aim to clarify the partnership's goals and objectives, along with each **PARTY'S** respective roles and responsibilities.

## ARTICLE I.
## PURPOSE

The **PARTIES** aim to pilot a locally focused initiative addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without adequate support, is often linked to an increased risk of adverse emotional, behavioral, and physical health outcomes throughout one's lifespan. Children who experience violence and trauma also face a greater risk of poor educational results and are more likely to engage in the criminal justice system later in life, thereby contributing to cycles of violence across generations. This project directly targets the goal of reducing the adverse effects of trauma exposure by providing on-site, trauma-informed interventions from qualified mental health professionals to children identified by local law enforcement and school staff.

## ARTICLE II.
## GENERAL UNDERSTANDING BETWEEN THE PARTIES

The general understanding of the PARTIES regarding the HWC PROGRAM within the SCHOOL DISTRICT'S geographic boundaries is that the phrase "trauma or violence" may be interpreted broadly and, by way of example and not limitation, may mean and include any event where a student is a victim or witness, is involved in, or is questioned about any of the following scenarios involving law enforcement intervention: abuse of a family member, loved one, or pet; child neglect; child custody, visitation, or support; other domestic relations controversies involving law enforcement intervention; community

violence; criminal activities; loss of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness or substance abuse by a parent or caregiver; hospitalization or family illness; incarceration of a parent or family member; sudden, unexpected, or frequent changes in caregiver, school, program, or home life; natural disasters; or similar acts, accidents, or experiences. If there is any doubt about whether a student has experienced trauma or violence involving law enforcement intervention, judgment should be exercised in the best interests of the student in favor of the HWC NOTIFICATION ("NOTIFICATION.") The NOTIFICATION procedure is currently under development. Specific details, including operational procedures, roles, and responsibilities, are being finalized by designated personnel. Once established, the finalized NOTIFICATION process will be incorporated into this Agreement by written addendum. All parties agree to cooperate in good faith to review and adopt the finalized NOTIFICATION procedure upon issuance of the addendum.

## ARTICLE III.
## RESPONSIBILITIES OF HCCMHMRC

**A.** **HCCMHMRC** will disseminate **HWC** Training Elements to **SCHOOL DISTRICT** administrators, mental health and counseling staff, nursing staff, teachers, paraprofessional staff, and non-instructional staff. The personnel will receive **HWC** training to ensure they are equipped to support students identified in the **NOTIFICATIONS** and to address the trauma and grief-related mental health needs of these students.

**B.** **HCCMHMRC** will disseminate **HWC** Training Elements to **PD** and **SD** officers, administrators, staff, and employees. These groups will receive **HWC** training to ensure they are equipped to support students identified in the **NOTIFICATIONS** and address their trauma—and grief-related mental health needs.

**C.** **HCCMHMRC** will provide mental health services, including case management, skills training, assessments, and/or engagement conducted by a **Qualified Mental Health Professional (QMHP)** or a **Mental Health Peer Specialist (MHPS)** to ensure continuity of care.

**D.** **HCCMHMRC** will offer crisis mental health services to students twenty-four (24) hours a day, fifty-two (52) weeks a year.

**E.** **HCCMHMRC** will provide each school participating in the Handle with Care Program with a Clinical Referral Request Form ("Referral Form") for use when school personnel identify a student who may need additional mental health, behavioral health, trauma-informed, or other supportive services. A participating school may complete and submit the Referral Form to HCCMHMRC in accordance with referral procedures established by HCCMHMRC and applicable federal and state privacy and confidentiality requirements. Each participating school shall be responsible for obtaining any parental or legal guardian consent or authorization required by applicable law or its policies before submitting a referral or disclosing confidential student information to HCCMHMRC. Nothing in this provision shall be construed as imposing contractual obligations upon a participating school that is not a Party to this Agreement.

**F.** **HCCMHMRC** may provide or facilitate evidence-based or evidence-informed curricula, psychoeducational programming, prevention activities, trauma-informed education, skills training, and other behavioral health education and supportive programming to students, parents or legal guardians, and School District personnel in furtherance of the Handle with Care Program. Such programming may be provided independently of the Clinical Referral Process described in Article III.E when a clinical referral is not required. HCCMHMRC and the School District shall ensure

that such programming is provided in accordance with applicable federal and Texas law, applicable program requirements, School District policies, and any parental consent or authorization requirements applicable to the particular service or activity.

The Mental Health Provider will:

1. Contact the student's parent or legal guardian to discuss available services and, when a clinical referral has been made and all legally required consent or authorization has been obtained, use reasonable efforts to schedule the initial Intake Assessment within forty-eight (48) hours.
2. Coordinate with school staff to determine the least disruptive time in the child's schedule for continuous trauma-focused services and other interventions.
3. Provide continuous on-site trauma-focused services and supplementary interventions to the identified child.
4. Keep school personnel updated on the status of service provisions.

## ARTICLE IV.
## SCHOOL DISTRICT RESPONSIBILITIES

**A.** The **SCHOOL DISTRICT** will appoint a designee or designees to receive all **NOTIFICATIONS** from the **PD** and **SD** and will forward them to the designated point persons within each **PARTY**.

**B.** The **SCHOOL DISTRICT** will ensure that all administrators, mental health and counseling staff, nursing staff, teachers, paraprofessional staff, and non-instructional staff are familiar with the **HWC PROGRAM** and its protocols.

**C.** The **SCHOOL DISTRICT**, upon receiving a **NOTIFICATION** sent by the **PD** or **SD** identifying a student exposed to trauma or violence, will ensure that the designated point person or persons within each school district distribute the **NOTIFICATION** to the student's relevant teachers, social workers, guidance counselors, and any other appropriate staff identified by the school.

**D.** If the identified student exhibits behaviors that are inconsistent with their typical manner, the **SCHOOL DISTRICT** will provide additional support, such as postponing a test, accepting a missed assignment, or allowing them to rest if they are having difficulty focusing or staying awake, while otherwise not addressing the student regarding the incident.

## ARTICLE V.
## UVALDE PD AND UVALDE SD RESPONSIBILITIES

**A.** When the **PD** and **SD** encounter a student exposed to trauma or violence as described in ARTICLE I, the **PD** and **SD** officers shall send a CONFIDENTIAL NOTIFICATION to the **SCHOOL DISTRICT** and **HCCMHMRC**, using the **HWC NOTIFICATION** System to state the student's name, approximate age, school attended if known, the approximate time of the event, and the acronym **"HWC NOTIFICATION"** as the subject line item. **NOTIFICATIONS** should not include specific details about the incident to maintain the privacy and confidentiality of the students and their families.

**B.** The **PD** and **SD** shall use the **HWC NOTIFICATION** System to enter basic information about the student (student's name, age, and school name) along with a note to "**HANDLE WITH CARE**." The **NOTIFICATION** will then send an alert to the relevant **SCHOOL DISTRICT** and

selected personnel at the student's school, enabling those personnel to monitor and address potential mental health needs arising from the student's exposure to trauma or violence.

## ARTICLE VI.
## MUTUAL AGREEMENTS

The **PARTIES** mutually agree:

**A.** CONFIDENTIAL information regarding event details will not be included in the **NOTIFICATION**.

**B.** Except for those provisions expressly identified in this MOU as legally enforceable or which by their nature are intended to survive or be enforceable, the programmatic services and collaborative responsibilities described herein are statements of the Parties' mutual intentions and are not intended to create legally enforceable obligations.

**C.** The **PARTIES** agree that the **NOTIFICATIONS** may be retained as permitted or required by applicable law for purposes consistent with the intent of this **MOU**. However, they will not be part of any student's permanent record.

**D.** The services and responsibilities of the **PARTIES** to one another under this **MOU** shall be provided at no cost to the other **PARTIES**.

**E.** To maintain open communication to achieve the purpose of this **MOU** .

**F.** To work cooperatively to meet all requirements of this **MOU** .

**G.** Collaborate to conduct treatment planning and care coordination activities in a person- and family-centered manner.

**H.** To conduct business in a professional and respectful manner, any disagreements between the **PARTIES** should be brought to management's attention for resolution.

**I.** Any oral representations or modifications concerning this **MOU** will be void unless made by a subsequent written modification executed by all **PARTIES**.

## ARTICLE VII.
## TERM and TERMINATION

This **MOU** is **effective as of the latter date of execution by the PARTIES and will continue through August 31, 2027, unless terminated earlier**. The term of this Agreement may be extended by mutual written agreement of all **PARTIES**. Any **PARTY** may terminate this **MOU** by providing thirty (30) days' written notice to all other **PARTIES**; upon the effective date of such termination, this **MOU** shall become null and void.

## ARTICLE VIII.
## FISCAL PROVISIONS

This **MOU** is non-financial. No amount is owed to either **PARTY** because of this **MOU**. Nothing in this Agreement creates an obligation by any Party to pay compensation, reimbursement, fees, or other

consideration to another Party.

## ARTICLE IX.
## INDIVIDUAL'S RIGHT TO PRIVACY

**A.** The Parties shall protect personally identifiable information, education records, protected health information, substance use disorder records, and other confidential information in accordance with all applicable federal and Texas law, including, as applicable, FERPA, 20 U.S.C. §1232g and 34 C.F.R. Part 99; HIPAA and its implementing regulations; 42 C.F.R. Part 2; Texas Health and Safety Code Chapters 181 and 611; and other applicable confidentiality laws. The **PARTIES** shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this **MOU**. Each **PARTY** agrees to request individuals' consent to disclose their health information as required by state and federal law and regulations. Each **PARTY** shall follow individuals' preferences for shared PHI, consistent with the person and family-related consent philosophy. The PARTIES agree not to use, disclose, or permit the use or disclosure of PHI in a manner that would violate applicable federal or Texas privacy and confidentiality law.

**B.** This Article IX shall survive the termination of this **MOU**.

## ARTICLE X.
## INSURANCE

**A.** Each Party shall maintain insurance, self-insurance, risk-pool coverage, or other coverage appropriate to its respective activities and as required by applicable law. Upon reasonable request, a Party shall provide evidence of applicable coverage. Nothing herein requires a Party to obtain commercial insurance where that Party is lawfully self-insured or participates in a governmental risk pool, nor shall this provision constitute a waiver of governmental or sovereign immunity.

**B.** In the event of a breach of any provision of this **MOU**, or if a notice is received indicating that any required insurance coverage will be diminished or canceled, the **PARTY** will have three (3) business days to remedy the breach. Otherwise, the **PARTIES** may, notwithstanding any other provision of this **MOU** to the contrary, immediately declare a material breach of this **MOU** and suspend all further work under this **MOU**.

**C.** It is understood that the **PARTIES** shall operate independently, with each **PARTY** solely responsible for its services and not assuming liability for services provided by another **PARTY**.

## ARTICLE XI.
## RELIEF

**A.** Except where a **PARTY** to this **MOU** seeks emergency judicial relief, the **PARTIES** agree to negotiate in good faith to resolve any disputes related to this **MOU** that may arise, regardless of when the conflict occurs. If a dispute cannot be resolved through negotiation, it shall be mediated between the **PARTIES** before resorting to litigation. The **PARTIES** shall select a mutually acceptable mediator and share the costs of mediation services equally.

**B.** The **PARTIES** agree that any action brought to enforce any of the provisions of this **MOU** for declaratory relief shall be filed and remain in a court of competent jurisdiction in Uvalde County, Texas.

C. Personnel provided or hired by the individual **PARTIES** are not employees of one another and are not entitled to any direct compensation or benefits from each other. Personnel provided or hired by each **PARTY** shall be engaged to fulfill the terms of this **MOU**.

D. Nothing in this MOU shall be construed as a waiver of sovereign immunity, governmental immunity, immunity from suit or liability, or any defense, limitation of liability, right, or protection available to any Party under federal or Texas law.

## ARTICLE XII.
## MISCELLANEOUS

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

B. This **MOU** constitutes a complete agreement between the **PARTIES** concerning matters specified herein. It supersedes all prior representations or agreements, whether oral or written, regarding such issues. No oral modification or waiver of any provision of this MOU shall be binding on either party. Any changes, additions, or deletions to the terms of this **MOU** shall be in writing and executed by all **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**. Notwithstanding any provision of this **MOU**, the **PARTIES** agree that nothing in this **MOU** is intended to be, nor will it be construed as, a WAIVER OF THE SOVEREIGN IMMUNITY of the State of Texas, or a prospective waiver of any rights, remedies, claims, and privileges of the State of Texas.

C. Neither **PARTY** shall assign or transfer its rights or obligations under this **MOU** without the prior written consent of the other. Subject to these provisions, all covenants, conditions, and obligations contained in this **MOU** shall bind and inure to the benefit of the permitted successors and assigns of each **PARTY**, as if each such successor and assign were named as a **PARTY** in the **MOU**.

D. **RECORDS RETENTION**. Each Party shall maintain records relating to its performance under the Agreement for the period required by applicable federal and Texas law and the Party's applicable records-retention schedule. Records subject to pending litigation, audit, investigation, public-information request, claim, or other unresolved matter shall be retained until final resolution of such matter. Nothing herein requires a Party to retain confidential client, student, or law-enforcement information beyond the period otherwise required by applicable law.

E. **PUBLIC INFORMATION**. The Parties acknowledge that one or more Parties are governmental bodies subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Nothing in the Agreement shall require a Party to withhold information required by law to be disclosed or to disclose information made confidential or otherwise protected from disclosure by applicable law.

F. **NATURE AND EFFECT OF AGREEMENT.** The Parties intend this MOU to document their collaborative roles and responsibilities in the Handle with Care Program. Nothing herein creates an obligation to appropriate or expend funds. Notwithstanding the foregoing, the provisions concerning confidentiality and privacy, governmental immunity, records, insurance, dispute resolution, governing law, and other provisions that by their nature are intended to survive or be enforceable shall remain applicable according to their terms.

G. **AUDIT AND OVERSIGHT**. Each Party shall make records relating to its performance under this MOU available, to the extent permitted by applicable confidentiality law, to governmental entities having lawful audit, monitoring, or oversight authority, including HCCMHMRC, HHSC, the Texas State Auditor's Office, or other applicable funding or oversight agencies, when such access is required by law or an applicable funding agreement.

H. **ENTIRE AGREEMENT**. This **MOU**, along with its attachments and exhibits, constitutes the entire agreement of the **PARTIES** concerning the matters outlined herein and supersedes any prior understandings or agreements, whether oral or written, relating to such issues.

I. **ADDITIONAL ASSURANCES**. At the request of any **PARTY**, the **PARTIES** shall execute any additional instruments and take any further actions that may be reasonably required to fulfill the intent and purposes of this **MOU**.

**[SIGNATURE PAGE FOLLOWS.]**

**IN WITNESS WHEREOF**, as evidenced by their signatures below, the **PARTIES** hereto have signed on behalf of their organizations as duly authorized representatives and agree to be bound by the terms of this **MEMORANDUM OF UNDERSTANDING** between the **PARTIES**.

**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**By:** _____ **Date:** _____
**JUAN HINOJOSA, Ed.D. SUPERINTENDENT**

**CITY OF UVALDE POLICE DEPARTMENT**

**By:** _____ **Date:** _____
**HOMER DELGADO, CHIEF OF POLICE**

**UVALDE COUNTY SHERIFF'S DEPARTMENT**

**By:** _____ **Date:** _____
**RUBEN NOLASCO, SHERIFF**

**HILL COUNTRY COMMUNITY MHMR CENTER**

**By:** FOR TOD CITRON **Date:** 9/11/21
**TOD CITRON, CHIEF EXECUTIVE OFFICER**