

**MEMORANDUM OF UNDERSTANDING CONCERNING
GALVESTON INDEPENDENT SCHOOL DISTRICT
SCHOOL-BASED HEALTH CENTERS**

This Memorandum of Understanding ("MOU") is made and entered into on the 21st day of June, 2017, by and between Galveston Independent School District ("GISD"), a Texas independent school district located at 3904 Ave T, Galveston, Texas 77550, and Teen Health Centers, Inc. ("THC"), a private, nonprofit community healthcare provider whose mailing address is PO Box 925, Galveston, Texas 77553.

Whereas, GISD has identified the need for accessible and affordable healthcare for students across GISD who are otherwise underserved;

Whereas, GISD wishes to establish four school based Health Centers located at GISD's Austin Middle School, Central Middle School, Collegiate Academy, and Ball High School ("Health Centers") in accordance with Texas Education Code Section 38.051 *et seq.*;

Whereas, GISD's health education and health care advisory council, formed under Texas Education Code section 38.058, has recommended the establishment of each of the Health Centers through action taken on June 21, 2017 pursuant to Texas Education Code section 38.051(b);

Whereas, THC has the medical framework and mission to provide healthcare to children in GISD;

Whereas, THC and GISD desire to cooperate to provide the Health Centers to provide healthcare services to Galveston County residents who are 0 through 21 years old, including all students enrolled in GISD schools pursuant to Texas Education Code section 38.051 *et seq.*;

Whereas, THC will be responsible for staffing and operation of the Health Centers in accordance with the terms of this MOU; and

Whereas, both GISD and THC desire to set forth in writing the terms and conditions of their agreement pursuant to Texas Education Code section 38.051.

Now therefore, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. Purpose and General Terms

1. In the event THC fails to receive funding adequate to support the terms of this MOU, THC shall immediately notify GISD of the same and its desire to terminate this MOU effective upon a date mutually agreeable to GISD and THC. THC shall be responsible for complying with all applicable requirements imposed by funding sources.

2. The purpose of the MOU is to detail the parties' full understanding of their respective rights and responsibilities regarding the services provided in the Health Centers in accordance with Texas Education Code section 38.051 *et seq.*
3. The Health Centers will serve all students enrolled in GISD, as permitted by Texas Education Code section 38.051(a) and others who are Galveston County residents ages 0-21.
4. The Health Centers shall provide: (1) family and home support; (2) health care, including immunizations; (3) health education; (4) mental health diagnosis and treatment; and (5) preventive health strategies. These services shall include physical examinations, including sports physicals; preventative health visits; immunizations; diagnosis and treatment of minor illnesses and minor injuries; referral and case management of chronic illnesses and emergencies; reproductive services, counseling, and referrals; basic laboratory services; diagnosis and treatment of mental health concerns; and education and counseling programs addressing nutrition, fitness, and prevention (collectively, "Services").
5. In accordance with Texas Education Code section 38.057, THC's staff at the Health Centers and the person who consents to treatment (see Section II., 10, below) shall jointly identify any health-related concerns of a student that may be interfering with the student's well-being or ability to succeed in school. If it is determined that a student should be referred to THC's or outside therapists for mental health services, THC's staff at the Health Centers shall notify the person who has authority to consent, and the patient shall not be provided care unless the person in authority provides written consent for the service to be provided, with the exception of patients who, by Sec. 32.004 of the Texas Family Code, may consent to their own counseling for the purposes of suicide prevention, chemical addiction or dependency, or sexual, physical, or emotional abuse.

II. THC's Duties and Responsibilities

In addition to the other duties and responsibilities detailed in this MOU, THC agrees to the following:

1. THC will be solely responsible for staffing and operation of the Health Centers, including, without limitation, all healthcare providers, support staff, and administrative staff, subject to the terms of this MOU and applicable law. THC shall provide adequate staffing to support the level of service necessary for the patient population at the Health Centers. A job description for all THC staff at the Health Centers will be provided to GISD. THC will provide the campus administration a list of providers and other staff assigned to the campus. THC staff will work collaboratively with GISD's school nurses. THC warrants that all Services shall be performed by an appropriate professional who is properly licensed, certified, or otherwise authorized under state law to provide the service. All THC staff at the Health Centers shall have the proper identification, certification, and paperwork identifying them as appropriately certified to provide Services. This certification information will be kept on file by THC. All THC staff at the Health Centers will meet all GISD requirements for proper identification.

2. THC will provide maintenance of a health record for each patient who receives Services at the Health Centers. THC shall lock and secure all medical records, shall provide access to such medical records only by authorized personnel, and shall share such medical records only as permitted by Texas and federal laws and applicable GISD and THC policies and procedures.
3. Upon patient or patient guardian's request, THC will coordinate with a patient's primary care physician or specialist to ensure continuity of care. With a medical release form signed by the patient or patient's guardian, medical records will be made available to physicians.
4. THC will operate the Health Centers during the daytime operating hours from 8:00 a.m. to 4:00 p.m., Monday through Friday, according to the GISD school calendar ("Operating Hours"). The Health Centers will be closed during GISD holidays and all other days during which GISD and/or any GISD campus with a Health Center is closed for business. Health Centers located in schools that are open for educational or other activities during the summer will also remain open during the summer.

GISD acknowledges that THC operates its clinics for the benefit of individuals from age 0 to age 21 who live in Galveston County, and that all patients of THC shall have reasonable access to THC clinics from the hours of 8:00 AM until 4:00 PM, Monday through Friday.

5. As a courtesy, THC will waive the agency's age and residency restrictions to provide primary medical care to any employee of the District for a nominal fee.
6. THC shall contact the school nurse at each GISD campus with a Health Center if THC or its staff become aware of an emergency that occurs involving an GISD student during school hours. If the emergency occurs outside of school hours, THC should contact the GISD Police Department.
7. In accordance with Texas Education Code section 38.053, no student shall be examined, treated, or provided Services at the Health Centers unless the student has a signed copy of the written consent form attached as Exhibit 1 signed by a person determined by THC and/or the GISD school nurse to have legal authority to consent to the provision of medical care for the student at the Health Centers.
8. No GISD-enrolled student or any other patient shall be denied access to Services at the Health Centers due to inability to pay.
9. THC shall follow all applicable Health Insurance Portability and Accountability Act ("HIPAA") requirements, including privacy and security requirements, as well as all applicable rules and regulations under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, which governs the privacy and security of educational records and personally identifiable information of students.

10. THC shall supply all supplies, equipment, and furnishings necessary for the provision of the Services and operation of the Health Centers, except for those specifically listed in Section III.2., for which GISD is responsible for providing.
11. THC shall store all medications at the Health Centers in locked cabinets. Only THC staff and GISD maintenance staff will have access to the keys to the cabinets.
12. THC shall complete the "Contractor Certification" regarding the criminal history of all staff at the Health Centers. THC shall ensure that all subcontractors working at the Health Centers complete the "Subcontractor Certification" regarding the criminal history of all staff at the Health Centers. The Contractor Certification and Subcontractor Certification are attached as Exhibit 2 and are incorporated by reference herein. Noncompliance or misrepresentation regarding the Contractor Certification or Subcontractor Certification may be grounds for termination of this MOU.
13. THC shall, at all times during this MOU, maintain general liability and medical liability insurance coverage for THC and GISD in a sufficient amount in accordance with the highest industry standards. The insurance company insuring THC shall be licensed in the State of Texas and shall be acceptable to GISD. THC shall give GISD a minimum of ten (10) GISD business days' notice prior to any modifications or cancellation of said policies of insurance. Such insurance is to be provided at the sole cost of THC. All policies of insurance shall waive all rights of subrogation against GISD, its officers, employees, and agents. Upon request, certified copies of original insurance policies shall be furnished to GISD. If at any time GISD deems THC's insurance coverage unacceptable, the two parties agree to make a good-faith effort to address the concerns.
14. Other day-to-day operations, including but not limited to the destruction of medical waste and other Health Centers procedures, shall be decided upon by THC in accordance with any relevant state of Texas and federal laws.

III. GISD's Duties and Responsibilities

In addition to the other duties and responsibilities detailed in this MOU, GISD agrees to the following:

1. The school nurse at each GISD campus with a Health Center will serve as the liaison for referring students to the Health Centers and shall assist THC with obtaining required consent forms. GISD agrees to employ one (1) full-time registered nurse at each campus where THC operates a clinic. If the school nurse position is vacant for more than 90 consecutive days during a school year, THC shall have the option to nullify this agreement and remove its clinic. The school nurse shall be responsible for treating students as is appropriate or referring students to THC as is necessary. The school nurse shall be responsible for dispensing of all prescription medicines delivered to the school nurse.
2. GISD will provide the physical space for the Health Centers, built out to include a reception area, examination rooms, bathroom, lab and chart areas, offices and storage. GISD agrees

to provide additional space for counseling and health education staff as is reasonably required by THC. GISD will also provide routine maintenance, including custodial service, of the Health Centers' buildings. GISD shall also provide security service of the Health Centers' buildings, as mutually agreed to between GISD and THC. Any requests for repair or maintenance of the Health Centers' buildings shall be submitted as a Work Order via the GISD website. GISD shall supply the following services for the Health Centers: telephone (2 telephone lines with extensions per Health Center including Internet connection), water, electricity, gas, heating, lighting, air conditioning and ventilation. GISD shall provide IT support as requested. THC staff shall have access to a roster of students and their class schedules and Skyward information on students enrolled in GISD.

3. In accordance with Texas Education Code section 38.058, GISD's health education and health care advisory council shall assist GISD in ensuring that local community values are reflected in the operation of the Health Centers.
4. GISD shall reasonably assist THC with educating GISD students and their families about the Services available through the Health Centers.

IV. Terms and Conditions

1. **Term:** This MOU shall commence upon ratification by both parties and continue until terminated by either party in accordance with this MOU ("Term").
2. **Compensation:** GISD will pay THC the salary and benefits of the clinic aids in exchange for THC's provision of the Services and other responsibilities detailed in this MOU. THC will invoice GISD on a quarterly basis for one-fourth of the compensation throughout the Term of the MOU. GISD is Texas sales and use tax exempt and will not reimburse THC for any Texas sales taxes incurred by THC. THC shall submit invoices within a timely manner during GISD's fiscal year in which the Services are provided. In accordance with Texas Government Code § 2251.021, payments are due to THC within forty-five (45) days after the later of the following: (1) the date the performance of the Services under the MOU is completed; or (2) the date GISD receives an invoice for the Services. THC agrees to pay any subcontractors, if any, the appropriate share of the payment received from GISD not later than the tenth (10th) day after the date THC receives the payment from GISD. The exceptions to payments made by GISD and/or THC listed in Texas Government Code § 2251.002 shall apply to this MOU.
3. **Non-Appropriation of GISD Funds:** This MOU is a commitment of GISD current revenue only for the then-current fiscal year of GISD during the Term. Notwithstanding anything to the contrary in this MOU, GISD is obligated to make payments only as approved each year by GISD's Board of Trustees. GISD's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period and/or fiscal year of GISD. To the extent that GISD will use grant funds to fulfill its obligations under this MOU, THC acknowledges that grant funds will be used to pay for all or a portion of funds due under this MOU and that this MOU is only effective upon receipt of the Notice of Grant Award ("NOGA") by GISD from the awarding agency. As such, if GISD does not receive sufficient funding for the services provided in this MOU, GISD may terminate this MOU without penalty or further obligation

to THC, at any time upon written notice to THC.

4. **Non-Appropriation of THC Funds:** This MOU is a commitment of THC current revenue only for the then-current fiscal year of THC during the Term. Notwithstanding anything to the contrary in this MOU, THC is obligated to provide services only as approved each year by THC's Board of Directors. THC's Board of Directors retains the right to terminate the MOU at the expiration of each budget period and/or fiscal year of THC. To the extent that THC will use grant funds to fulfill its obligations under this MOU, GISD acknowledges that grant funds will be used to pay for all or a portion of funds due under this MOU and that this MOU is only effective upon receipt of the Notice of Grant Award ("NOGA") by THC from the awarding agency. As such, if THC does not receive sufficient funding for the services provided in this MOU, THC may terminate this MOU without penalty or further obligation to GISD, at any time upon written notice to GISD.
5. **Termination:** Except as otherwise expressly stated herein, this MOU may be terminated by either party for any reason, with or without cause, with sixty (60) days written notice of intent to terminate the MOU.
6. **Relationship of the Parties:** THC and all staff members of the Health Centers, whether employed, contracted, or subcontracted by THC shall be independent contractors of GISD. No staff member of the Health Centers shall be considered an employee of GISD for any reason except as otherwise outlined in this MOU. THC assumes full and complete responsibility for the actions of THC's employees, contractors, and subcontractors while performing any services incident to this MOU and shall remain solely responsible for their supervision, daily direction, and control. THC will be responsible for any and all applicable social security, personal income taxes, and other applicable taxes which may become due as a result of any payments made by GISD hereunder, and THC shall indemnify and hold GISD harmless in this regard. GISD is in no way responsible for carrying group life and health insurance, workers' compensation, or unemployment insurance for THC or any employee, contractor, or subcontractor of THC, or providing any other benefits associated with full-time employment.

GISD and THC are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This MOU shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that THC is independent of GISD and is not an employee, agent, joint venture, or partner of GISD, and nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between GISD and THC or GISD and any of THC's agents. THC agrees that GISD has no responsibility for any conduct of any of THC's employees, agents, representatives, contractors, or subcontractors.

7. **HIPAA Compliance:** GISD and THC, its officers, employees and representatives shall keep confidential all medical and related records and healthcare information regarding the Health Centers' patients and others, and shall comply with all applicable federal and state laws, rules, and regulations pertaining to patient confidentiality and the use and disclosure of information

regarding the Health Centers' patients, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) ("HIPAA") and the Health Information Technology for Economical and Clinical Health Act of 2009 (42 U.S.C. § 17921 et. seq.) ("HITECH"). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards of Privacy of Individually Identifiable Health Information ("Privacy Standards") and the Health Insurance Reform: Security Standards ("Security Standards") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under HIPAA, and as may be applicable to the services rendered by any business associate to any covered entity, under the Gramm-Leach-Bailey Act ("GLB") and implementing regulations.

8. **Compliance with Laws and GISD policies:** THC shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this MOU, THC shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this MOU. THC and all THC staff at the Health Centers shall also comply with all applicable GISD policies and procedures. When required or requested by GISD, THC shall furnish GISD with satisfactory proof of THC's compliance with this provision.
9. **Interpretation:** THC agrees that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
10. **Severability:** In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
11. **Non-exclusivity:** Nothing in this MOU may be construed to imply that THC has the exclusive right to provide services to GISD. During the Term of this MOU, GISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of THC.
12. **Choice of Law and Venue:** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this MOU. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this MOU shall be a court of competent jurisdiction in Galveston County, Texas.

13. **Indemnification:** THC SHALL INDEMNIFY AND HOLD GISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF THC, THC'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS MOU.
14. **Indemnification:** GISD SHALL INDEMNIFY AND HOLD THC HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF GISD, GISD'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS MOU.
15. **Equal Opportunity:** It is the policy of GISD not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. THC agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. THC further agrees that every subcontract entered into for the performance of this MOU shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the MOU.
16. **Immunities:** Nothing in this MOU waives or alters any immunities provided to GISD, its officers, employees, or agents under Texas or federal law.
17. **No Wavier:** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
18. **No Assignment / Notice of Material Change of Operations:** THC may not assign this MOU or any of its rights, duties, or obligations hereunder without the prior written approval of GISD. Any attempted assignment of this MOU by THC shall be null and void. THC is required to notify GISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

EXHIBIT 1

Teen Health Center, Inc. Consent Forms

See Spanish and English versions of adult (18 years or older) and parental (younger than 18 years old) consent forms, attached.

EXHIBIT 2

Contractor Certification: Contractor Employees

Background: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to GISD that they have complied and must obtain similar certifications from their subcontractors. *See SB 9 Contractor Certification: Subcontractor attachment.* The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. GISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by GISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of Teen Health Center ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Galveston Independent School District ("GISD") that [check one]:

☐ None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or
☒ Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify GISD in writing within 3 business days.

- (3) Upon request, Contractor will provide GISD with the name and any other requested information of covered employees so that GISD may obtain criminal history record information on the covered employees.

If GISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at GISD.

I also certify to GISD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Angie Brown
Signature

Executive Director
Title

8/16/17
Date

Contractor Certification: Subcontractor

Background: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to GISD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. GISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by GISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with UTMB
("Contractor"), to provide services in connection with the contract between Galveston Independent School District ("GISD") and Contractor. I, the authorized signatory for Subcontractor, certify to GISD and Contractor that [check one]:

☐ None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☒ Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify GISD in writing within 3 business days.
- (3) Upon request, Subcontractor will provide GISD with the name and any other requested information of covered employees so that GISD may obtain criminal history record information on the covered employees.

If GISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at GISD.

I also certify to GISD and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Angie Brown
Signature

Executive Director 8/16/17
Title Date

19. **Texas Public Information Act:** THC acknowledges that GISD is subject to the Texas Public Information Act, and THC waives any claim against and releases from liability GISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by THC or GISD and determined by GISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

20. **Modification and Agreement:** This MOU may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this MOU shall be binding unless it is in writing and signed by all parties.

21. **Notice:** Any notice required or permitted by this MOU by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the individual and address listed below. Notice shall be deemed effective upon delivery if given by hand-delivery or after five (5) business days after deposit in the U.S. Mail if given by certified or registered mail, return receipt requested. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

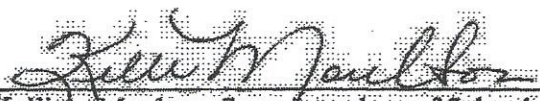
If to GISD: Galveston Independent School District
Attn: Kelli A. Moulton, Ed.D., Superintendent of Schools
3904 Ave T
Galveston, Texas 77550

If to THC: Teen Health Center, Inc.
Attn: John H. Campbell, J.D., President
PO Box 925
Galveston, Texas 77553

22. **Entire Agreement:** This MOU constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements as they pertain to the Health Centers.

In witness whereof, the parties hereby execute this MOU as reflected by the signatures of their duly authorized representatives, below.

For Galveston Independent School District:


Dr. Kelli A. Moulton, Superintendent of Schools

7/19/17
Date

For Teen Health Center, Inc.:


John H. Campbell, J.D.

8-16-17
Date