MEMORANDUM OF UNDERSTANDING
Between
Gulf Bend Center
And
Westhoff ISD

Schools and ISD Partnership and Care Coordination Agreement

This Memorandum of Understanding (MOU) is entered between Gulf Bend Center (GBC), a community center and an agency of the State of Texas under Chapter 534 of the Texas Health & Safety Code, as amended, and Westhoff ISD (School Partner), to define partnership roles and support coordinated access to services and supports for students and families.

Goals and Objectives:
This Partnership and Care Coordination Agreement (the "Agreement") promotes student well-being and educational success through timely referrals, effective communication, youth and family engagement, continuity of care, and improved awareness of behavioral health, substance use, intellectual and developmental disability, and community resources.

CCBHC Relationship.
GBC is a Certified Community Behavioral Health Clinic (CCBHC) and provides all nine required CCBHC services directly. Under this Agreement, the School Partner serves as a care coordination partner and is not a Designated Collaborating Organization (DCO). The School Partner may independently provide educational, counseling, nursing, student support, or other school-based services within its own authority but does not provide required CCBHC services on behalf of GBC. Individuals retain the freedom to choose their healthcare and behavioral health providers, and nothing in this Agreement limits that choice.

I. Mutual Responsibilities of GBC and School Partner:

a. Maintain and update points of contact to support timely communication regarding referrals, access to services, and care coordination activities.
b. Use clear referral and communication processes to connect students and families to appropriate services and resources.
c. Coordinate, as appropriate and permitted, regarding needs affecting a student's access to behavioral health, substance use, intellectual and developmental disability, educational, health-related, or community supports.
d. Identify and address barriers, service gaps, and opportunities to strengthen school-community coordination.
e. Collaborate on joint planning, outreach, education, presentations, or training regarding available resources, referral processes, and student needs.
f. Use secure communication and exchange information only as permitted by law and appropriate authorization or consent.
g. Support person-, youth-, and family-centered coordination, including parents, guardians, caregivers, or other supports when appropriate and permitted. Nothing in this Agreement limits a student's or family's freedom to choose a healthcare or behavioral health provider.

h. Remain independently responsible for each organization's own services, records, decisions, policies, and legal obligations.

II. Responsibilities of GBC:

a. Provide or coordinate access to GBC services for referred students and families, consistent with clinical need, applicable eligibility requirements, GBC policies, and available resources.
b. Assist referred students and families with accessing appropriate services and make reasonable efforts to track referrals through completion or connection to care, consistent with individual preferences, needs, and privacy requirements.
c. Obtain required informed consent and authorization for treatment and information sharing from the student, parent, guardian, or other legally authorized person. When required authorization for care coordination cannot be obtained after reasonable efforts, GBC will document those efforts and revisit consent periodically, as appropriate.
d. Coordinate with designated School Partner staff, when appropriate and authorized, regarding clinically relevant needs, recommendations, follow-up, and continuity of care.
e. For onsite services, schedule visits at mutually agreed times when feasible and comply with School Partner access, identification, safety, and visitor requirements.
f. Ensure GBC staff serving students meet applicable professional, credentialing, background check, and School Partner access requirements.
g. When contacted regarding a behavioral health crisis and GBC crisis services are appropriate, provide or coordinate available crisis assessment, intervention, consultation, and linkage services.
h. Comply with applicable mandatory reporting and safety requirements, including those related to suspected abuse or neglect and imminent risk of harm.

III. Responsibilities of School Partner:

a. Designate a liaison to coordinate with GBC regarding referrals, service access, and implementation of this Agreement.
b. Identify and refer students, using School Partner procedures, when behavioral health, substance use, intellectual and developmental disability, or related support needs are identified and GBC services may be appropriate.
c. Provide students and families with GBC referral and access information and communicate with GBC when referral assistance is needed.
d. When onsite GBC services are mutually agreed upon, provide reasonable student access and, when available, private space and necessary guest network access. Students may be released from class at mutually agreed times consistent with School Partner procedures.
e. Participate in care coordination or student support meetings when appropriate, feasible, and permitted by law and authorization or consent.
f. Share relevant educational or student support information with GBC only as permitted by FERPA and other applicable law and any required authorization or consent.
g. When a behavioral health crisis is identified and GBC crisis services are appropriate, contact GBC consistently with established procedures while continuing to follow School Partner emergency and safety protocols.

IV. Fiscal Provisions

This MOU is a non-financial agreement. No amounts are due between the parties, and each party remains responsible for costs associated with its own services and activities unless otherwise established in a separate written agreement.

V. Confidentiality Agreement

Both parties will coordinate care in compliance with applicable privacy and confidentiality requirements, including FERPA, HIPAA, 42 CFR Part 2, and other applicable federal and state laws, including requirements specific to minors, as applicable to each party and the information involved.

Information will be shared only as permitted by law and appropriate authorization or consent. Nothing in this Agreement independently authorizes disclosure of protected or confidential information. Records created and maintained by each party remain under that party's custody and control and are governed by applicable law.

VI. Term of the Memorandum of Understanding

This MOU will remain in effect for a period of five (5) years from the date this agreement is signed by both parties, unless terminated earlier by either party. Either GBC or Partner may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. The parties may review this Agreement periodically and may revise it by mutual written agreement. Any extension or renewal of this Agreement must be made in writing and executed by both parties.

VII. Hold Harmless

The School Partner hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless GBC and all of its trustees, directors, officers, employees, and agents from all liability, suits, actions, claims, expenses, or costs 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 students, arising out of or occasioned by non-performance or any negligent acts of the School Partner or the School Partner's personnel, agents, or employees occurring during the performance of services or duties under this Agreement.

GBC hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless the School Partner and all of its trustees, directors, officers, employees, and agents from all liability, suits, actions, claims, expenses, or costs 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 students, arising out of or occasioned by non-performance or any negligent acts of GBC or GBC personnel, agents, or employees occurring during the performance of services or duties under this Agreement.

The organizations, having read and considered the above provisions, indicate their agreement by their authorized signatures below. This MOU may be executed in counterparts.

Gulf Bend Mental Health and Mental Retardation Center
dba Gulf Bend Center

_____ _____
Jeffrey Tunnell, Executive Director Date

Westhoff ISD

_____ _____
Signature Date

Printed Name & Title: _____