This Memorandum of Understanding (MOU) is entered into as of the **10/1/2026** between **Emergence Health Network** DBA EHN (Center or EHN) and **San Elizario ISD** (Partner) to confirm the mutual understandings of the two agencies. The intent of the Agreement is to a clarify the goals and objectives of the partnership, and the respective roles and responsibilities of the agency. No compensation from either party is being exchanged under this MOU.

Emergence Health Network DBA **EHN:** The community mental health services provider is established under Texas Health and Safety Code, Section 534.001 as a Community Center; and Section

533.035 designated by the Commissioner of the Health and Human Services Commission (HHSC) as the local mental health authority, local intellectual and developmental disability authority and substance use treatment provider for the Local Authority's Service Area. EHN facilitates applications for families to put themselves on interest lists for waiver programs which include:

Texas Home Living (TxHmL): gives services to children and adults with an intellectual disability (ID) or a related condition who live in their own home or their family's home.

Home and Community-based Services (HCS): gives services and supports to children and adults with an intellectual disability (ID) or a related condition who live with their families, in their own homes, or in small group homes with no more than 4 people.

San Elizario ISD serves and assists in facilitating transition service activities for families that qualify for services provided by **EHN**.

I. Objectives

The purpose of this memorandum is to address:

- Communication structure to verify which qualified families are currently not on the interest list.
- Parent education on the Local Intellectual Developmental Disability Authority (LIDDA) Waivers; Home Community Based Services (HCS) and Texas Home Living (TxHmL), IDD Waiver Eligibility and Intake process to be placed on the IDD Waiver interest lists.

II. Responsibilities of Center

EHN agrees to assist in verifying participation on LIDDA Waiver interests lists and providing educational/informational channels for targeted families by:

A. Systematically verify a batch of students and communicate which students have not applied for or are in the process of applying for placement on an interest list.
B. Coordinate and provide family education on the IDD waiver programs; Home Community Based Services (HCS) and Texas Home Living (TxHmL), that will include program eligibility and Intake process.
C. Coordinate and allocate staff to conduct IDD Intakes and place students on an IDD Waiver Interest list one time per school year.

III. Responsibilities of Partner

A. Designate a liaison within **San Elizario ISD** to collaborate with **EHN** to ensure that the above-mentioned objectives are achieved and assist with students and families in gaining access to services.
B. Obtain written consent from families to disclose the minimal personally identifiable information necessary to verify that family has not applied to be on an interest list.
C. After obtaining consent from prospective student or family, Pprovide verifying information if there is a new

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enrollee within **San Elizario ISD** that would qualify to be on the interest list.

D. Provide space for private consultation in order to ensure the confidentiality to the student and their families.
E. Provide space for group training for family outreach.
F. Provide access to the campus guest Wi-Fi information and password to allow **EHN** staff to be able to document, assess, and have access to their electronic health records system. No health records will be accessed or exchanged without first receiving a signed consent waiver from a student or their legal guardian.
G. Excuse students from class if their presence is necessary to apply for placement on an IDD Waiver interest list.

IV. Confidentiality Agreement

Both parties agree to comply with all provisions regarding confidentiality that affect either party's funding streams to ensure that all client records related to services provided under this MOU will be confidential. Both parties~~Staff from **San Elizario ISD**~~ will follow the guidelines set forth in the Family Educational Rights Privacy Act (FERPA). Staff from **EHN** will follow the guidelines set forth in the Health Insurance Portability and Accountability Act (HIPPA). All student/client information, including information in the student/client records, shall be considered privileged and confidential. All records created by **EHN** staff during the performance of this Memorandum, including clinical records of students evaluated at **San Elizario ISD's** facilities, shall remain the property of **EHN.** Notwithstanding, **EHN** agrees to provide **San Elizario ISD** access to records it creates, where permitted by law. All records created by **San Elizario ISD** during the execution of this Memorandum shall remain the property of **San Elizario ISD**. Notwithstanding, **San Elizario ISD** agrees to provide **EHN** access to records it creates, where permitted by law.

V. Term of the Memorandum of Understanding

This agreement is effective from 9/1/2026. It shall be reviewed periodically throughout the year to ensure that it is fulfilling its purpose and to make any necessary revisions. This agreement shall remain in effect until terminated by either party upon 10 days' notice to the other party. Except with respect to compliance with applicable law, nothing herein creates contractual rights or obligations for either party.

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VI. Hold Harmless

Partner shall indemnify, defend with counsel acceptable to **EHN** and hold harmless to the full extent permitted by law, **EHN** and its Board of Directors, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including without limitation, attorney fees and costs and fees of litigation) (collectively, ~~:~~ "Liability") of every nature arising out of or in connection with consulting or administrative services received from **EHN** of its failure to comply with any of its obligations contained in this MOU, except Liability caused by the sole or partial negligence or willful misconduct of **EHN**. This indemnification obligation is limited pursuant to applicable Texas law, including but not limited to, the Texas Tort Claims Act. ~~not limited in any way by any limitation on the amount or type of damages or compensation payable to or for **EHN** or its agents under Workers' Compensation acts, disability benefit acts, or other employee benefit acts~~. This indemnity obligation shall survive termination or expiration of this MOU with respect to any Liability which arose while the MOU was still in effect.

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

San Elizario ISD
Dr. Jeannie Meza-Chavez
Superintendent

Emergence Health Network
[insert name], Executive Director

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