

## **AGREEMENT FOR THE PROVISION OF SCHOOL-BASED PEDIATRIC AND ADOLESCENT BEHAVIORAL HEALTH SERVICES**

This Agreement for the Provision of School-Based Pediatric and Adolescent Behavioral Health Services (“Agreement”) via telemedicine and telehealth, in collaboration with the Texas Child Health Access Through Telemedicine (“TCHAT”), an initiative of the Texas Child Mental Health Care Consortium (“TCMHCC”), is effective \_\_\_\_\_ (“Effective Date”), and entered into by and between **Tarrant County Hospital District, d/b/a JPS Health Network (“JPS”)** and **Decatur Independent School District (“DISD”)**. Each of JPS and DISD may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

### **RECITALS**

WHEREAS, JPS, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, DISD is a Texas public school district and wishes to establish TCHAT services (as defined herein) at one or more of its school campuses; and

WHEREAS, University of North Texas Health Science Center (“UNTHSC”) is a Health-Related Institution (“HRI”) member of the TCMHCC and has been funded by Senate Bill 11 (86R) to provide access to limited school-based behavioral health services via Telemedicine and/or Telehealth (each as defined herein) in schools; and

WHEREAS, the role of the TCHAT initiative is to provide initial intervention and assessment of these students and referral, if necessary; and

WHEREAS, the TCHAT initiative is designed to provide school counselors with short-term school-based access to up to four (4) visits per academic year with a mental health professional for children in need of mental health services for at-risk children and adolescents; and

WHEREAS, JPS maintains a Department of Psychiatry capable of managing the delivery of Telemedicine and Telehealth services, and considerable experience in Telemedicine and Telehealth encounters for such services; and

WHEREAS, JPS therefore has agreed to act as the service provider of UNTHSC with respect to such Telemedicine and Telehealth; and

WHEREAS, it is the Parties’ intention to mutually establish and maintain quality TCHAT services to benefit the residents of Tarrant County, Texas and the Eligible Children (as defined herein); and

WHEREAS, the DISD desires to participate in carrying out the objectives associated with the TCHAT and desires to engage the services of JPS and JPS desires to provide such services to DISD.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, JPS and DISD hereby agree as follows:

## ARTICLE 1. DEFINITIONS

- 1.1 **Agreement:** Agreement shall mean this Agreement between JPS and DISD for the Provision of Pediatric and Adolescent Behavioral Health Services.
- 1.2 **Eligible Child:** Eligible Child shall mean an individual who is 22 years old or younger and resides within the boundaries of DISD or is enrolled at an DISD school.
- 1.3 **FERPA:** FERPA shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.
- 1.4 **DISD School Nurses:** DISD School Nurses shall mean licensed vocational nurses or registered nurses duly authorized to practice nursing in the State of Texas and employed as school nurses by DISD.
- 1.5 **Health Care Team:** The Health Care Team shall mean the staff/personnel (as determined in JPS's sole discretion) providing TCHAT services which may be comprised of: a supervising physician, a mid-level provider (Nurse Practitioner or Physician Assistant), licensed social workers, licensed professional counselors, and/or a registration representative. Decisions regarding TCHAT (defined herein) staffing levels and adjustments to TCHAT staffing configurations shall be determined at the sole discretion of JPS.
- 1.6 **HIPAA:** HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) and the regulations promulgated thereunder, as amended.
- 1.7 **Protected Health Information or "PHI":** Protected Health Information or PHI shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (iii) identifies the individual or can reasonably be used to identify the individual; and (iv) is transmitted or maintained in any form or medium.
- 1.8 **Student Education Records:** Student Education Records shall mean the TCHAT Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.
- 1.9 **TCHAT Patients:** TCHAT Patients shall mean any Eligible Child (as defined herein) offered or provided Telemedicine or Telehealth under this Agreement.
- 1.10 **Telehealth Services (Telehealth):** Telehealth Service shall mean a health service, other than a Telemedicine Service (as defined herein), delivered by a health professional licensed, certified, or otherwise entitled to practice in this state and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology.
- 1.11 **Telemedicine Services (Telemedicine):** Telemedicine Services shall mean a health care service delivered by a physician licensed in this state, or a health professional acting under the delegation and supervision of a physician licensed in this state, and acting within the scope of the physician's or health professional's license to a patient at a different physical location than the physician or health professional using telecommunications or information technology.

## **ARTICLE 2. TERM AND TERMINATION**

- 2.1** This Agreement shall commence on the Effective Date and shall continue for a period of **five (5) years**.
- 2.2** The Agreement may be renewed thereafter by mutual agreement of the Parties for one or more additional terms. Any renewal of this Agreement shall be in writing and executed by both Parties.
- 2.3** Either Party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notification to the other Party. Notice of termination shall be given by prepaid certified or registered mail and shall be deemed to be given on the date so delivered.
- 2.4** JPS may terminate this Agreement immediately with written notice in the event the TCMHCC terminates the funding under Rule § 3.2519 of the Texas Administrative Code.

## **ARTICLE 3. TCHATT PROJECT**

The TCHATT Project is described and set forth in **Exhibit A** which is attached hereto and incorporated herein for all purposes.

## **ARTICLE 4. JPS PERSONNEL**

- 4.1 Project Director.** JPS shall designate a Project Director to be responsible for general guidance and technical direction of all work undertaken by JPS, pursuant to the Statement of Work.
- 4.2 Health Care Providers.** JPS will hire, train, and supervise licensed health care providers to deliver Telemedicine Services in accordance with the provisions of the Statement of Work.
- 4.3 Staff.** JPS will hire, train, and supervise such other and additional support staff as JPS deems necessary, in its sole discretion, to coordinate TCHATT services as set forth in the TCHATT Project and in the Statement of Work.
- 4.4 Clinical Services and Health Care Team.** JPS will provide a Health Care Team for the provision of clinical services to TCHATT Patients. The clinical services to be provided by the Health Care Team, at JPS's sole discretion, and under the direction of a supervising physician (who, at JPS's sole discretion, may or may not be onsite), may include, without limitation the following: behavioral health assessment, behavioral health evaluation, psychotherapy, and referral for laboratory testing based upon the Health Care Team's assessment.
  - 4.4.1** JPS Personnel shall confer with the DISD School Nurses regarding appropriate triage, referral, and follow-up with respect to the Health Care Team's prescribed treatments to the TCHATT Patients.
  - 4.4.2** With respect to TCHATT Patients requiring services offered by other Tarrant County agencies, the Health Care Team shall have the discretion to refer such TCHATT Patients to such other Tarrant County agencies, as and when, in its sole discretion, it deems appropriate and necessary.

## **ARTICLE 5. DISD PERSONNEL**

DISD shall designate at least one (1) individual to fulfill each of the following four (4) positions, which are critical to the work:

- 5.1 DISD Lead.** The DISD Lead shall hold a position of central office or high-level authority, and may be the district's Superintendent, Assistant Superintendent, Director of Health Services, Director of Counseling, or person of other similar authority. The DISD Lead shall be responsible for high-level oversight of DISD's participation in the TCHAT Project. The DISD Lead shall be responsible for identifying key personnel, securing approvals and resources to effectively implement the district's responsibilities as set forth in the Statement of Work, and to ensure that DISD implementation of TCHAT complies with the HIPAA and FERPA regulations and requirements, and the terms of this Agreement and of **Exhibit A** and **Exhibit B**. The DISD Lead shall work collaboratively with JPS personnel to assess and improve TCHAT implementation.
- 5.2 Campus Liaison.** DISD shall designate a Campus Liaison who shall be responsible for the utilization of the TCHAT Telemedicine and Telehealth Services on an individual school campus. The Campus Liaison may access the TCHAT equipment and virtual Telemedicine and Telehealth platform to request appointments, share documents, and facilitate virtual Telemedicine and Telehealth sessions for Eligible Students. The Campus Liaison shall complete a virtual or in-person training delivered by JPS prior to requesting behavioral health services for an Eligible Student via the TCHAT Telemedicine and Telehealth platform in accordance with the provisions of Section 6.3. One individual may serve as a Campus Liaison for multiple participating campuses if the Campus Liaison is capable of performing the duties of the Campus Liaison outlined by this Section 5.2 on all such campuses.
- 5.3 Alternate Campus Liaison.** This person shall serve as a back-up for the Campus Liaison if or when the Campus Liaison is unable to perform the duties described in this section. This person may be a school counselor, nurse, or other on-site campus staff member who can identify students in need of TCHAT services and facilitate consent form processing and session scheduling for children and families. This person must complete JPS TCHAT training prior to requesting TCHAT sessions for students. One individual may serve as an Alternate Campus Liaison for multiple participating campuses if the Alternate Campus Liaison is able to perform the duties outlined by this section.
- 5.4 Technology Contact.** This person shall serve as point of contact for troubleshooting technical issues, including district/campus firewalls, district/campus Internet connection, software compatibility, and other issues directly related to TCHAT implementation.
- 5.5** In the event that any of the DISD Lead, Campus Liaison, Alternate Liaison, or Technology Contact ceases employment with DISD or becomes unable or unwilling to perform in his or her designated capacity, DISD shall promptly designate another appropriate individual to fill such role. The Parties will cooperate to train each replacement designee promptly to avoid or minimize any lapse in TCHAT Services for the TCHAT Patients.
- 5.6** DISD shall promptly notify JPS if the DISD Lead, Campus Liaison, Alternate Liaison, or Technology Contact ceases employment with DISD or becomes unable or unwilling to perform in his or her designated capacity, and shall promptly notify JPS of the replacement designee once so designated. Such notices shall be sent to JPS via email to [jpstchatt@jpshealth.org](mailto:jpstchatt@jpshealth.org).

## **ARTICLE 6. JPS RESPONSIBILITIES**

- 6.1 Equipment and Service Delivery Platform.** JPS will provide all TCHAT providers with all of the equipment, including video equipment, hardware, and software, necessary to implement TCHAT on DISD campuses. JPS shall provide Campus Liaisons access to a Telemedicine and Telehealth Service delivery platform that will permit session scheduling capability, video

conferencing capability for individuals in multiple sites to participate in sessions, and FERPA- and HIPAA-compliant protection of patient records.

- 6.2 Set-Up.** JPS will conduct an on-site visit to the school campus to ensure appropriateness of the physical space that is designated for participation in TCHATT Telemedicine and Telehealth Services. If a physical space is determined inappropriate for participating in TCHATT Telemedicine and Telehealth Services, JPS will consult with district or campus personnel to recommend ways DISD can bring the space into compliance or to identify an alternative space. Out of scope: Costs of alteration of physical space; purchase of furniture; purchase of internet service, server space, or devices unrelated to TCHATT; and regulatory compliance costs (if any).
- 6.3 Training.** JPS will provide start-up training to DISD Lead and Campus Liaisons on:
- Identification of students who could benefit from TCHATT services;
  - Access to and use of required TCHATT software
  - Effective facilitation of TCHATT Telemedicine and Telehealth sessions; and
  - Protection of patient records in compliance with HIPAA.
- 6.4 Technical Support.** JPS shall provide ongoing consultation to address questions or problems with TCHATT software that which may be identified by DISD. Out of scope: Technical support for and maintenance of equipment and services unrelated to TCHATT.
- 6.5 Short-Term Behavioral Health Services and Referrals.** JPS will provide a diagnostic evaluation and up to four (4) short-term behavioral health sessions per academic year via Telemedicine per student who the Campus Liaison identifies as in need of TCHATT services. JPS will hire, train, and supervise licensed health care providers to deliver Telemedicine and Telehealth Services. Short-term behavioral health services may include psychiatric assessment and consultation. JPS shall provide referrals to local mental health providers, when possible, to students who need follow-up or long-term services. Out of scope: Long-term behavior health care services; collection of parent/guardian consent by JPS.
- 6.6 Data Collection, Sharing, and Security.** JPS will store and share all student/patient information it collects under this Agreement from a student or parent or from the DISD in compliance with HIPAA and FERPA regulations.

## **ARTICLE 7. DISD Responsibilities**

- 7.1 Set-Up.** DISD will designate a physical space in each participating campus in the district that is appropriate for Campus Liaisons and students to participate in TCHATT Telemedicine and Telehealth Services. If a physical space is determined inappropriate for participating in Telemedicine and Telehealth Services, JPS will consult with district or campus personnel to recommend ways the DISD can bring the space into compliance or identify an alternative space. DISD is responsible for bringing the space into compliance, if possible, or identifying an alternative space. If DISD cannot provide an appropriate space for participation in TCHATT Telemedicine and Telehealth Services at a participating campus, the campus cannot participate in TCHATT Telemedicine and Telehealth Services.
- 7.2 Alternate Space.** If, after the initial designation has been made, DISD wishes to designate an alternative space for participation in TCHATT Telemedicine and Telehealth Services in a participating campus, DISD must notify JPS of the intent to change the space and no Telemedicine or Telehealth Services can be delivered in the alternative space until JPS views the space and

determines that it is appropriate for participation in TCHATT Telemedicine and Telehealth Services.

- 7.3 Parent/Guardian Consent.** The DISD shall collect written consent from a parent or guardian for each student who participates in the TCHATT initiative prior to the student participating in TCHATT services. The consent shall be in the form of the document attached as **Exhibit B**, or such updated consent form as may be provided by JPS to DISD from time to time.
- 7.4 Reports and Records Inspection.** DISD agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHATT Project to JPS for its reporting requirements to the TCMHCC or UNTHSC. Reports shall be sent to the JPS Project Director. Furthermore, DISD agrees to retain all progress reports, statistical records, and all other records pertinent to this Agreement for a minimum of four years from the termination date of this Agreement.

## **ARTICLE 8. INDIVIDUALIZED EDUCATION**

Individualized education regarding a TCHATT Patient's healthcare and treatment may be provided as the TCHATT Patient's educational needs are identified by the Health Care Team. Services to dependent minors related to family-life responsibilities such as counseling about teenage growth and development, personal responsibility, and decision-making will be provided in accordance with applicable law. Family Planning Services will only be provided to students who: (i) have made a request for such services; and (ii) have completed all necessary consent forms and other documentation required by law, JPS and/or DISD. Family Planning Services shall be conducted in accordance with applicable state and federal law. The Health Care Team will not present abortion as a family planning option.

## **ARTICLE 9. HOURS OF SERVICE**

The proposed hours of service for TCHATT shall be set by JPS based upon JPS's assessment of the utilization of the TCHATT service. TCHATT Patients may seek services at other JPS health care facilities during clinic closings. After-hours emergencies will be referred to the appropriate JPS or other health care facility or provider.

## **ARTICLE 10. COMPENSATION.**

The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed as establishing a payment obligation to either Party by the other Party.

## **ARTICLE 11. COMPLIANCE**

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party shall comply with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate compliance, except for records that are confidential and privileged by law.

- 11.1 FERPA Compliance.** The Parties acknowledge that certain information about the TCHATT Patients is contained in student education records ("FERPA Records") maintained by the Parties and that the FERPA Records are confidential by reason of FERPA and related DISD Board of Trustees Policy ("DISD Board Policy") and shall not be disclosed to any unauthorized person unless valid consent is obtained from the TCHATT Patients or their legal guardians. Both Parties agree to protect these records in accordance with FERPA and DISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from

releasing such information to the other so that each can perform its respective responsibilities. Upon DISD's receipt of a request from JPS related to a particular TCHAT Patient, DISD shall advise JPS whether that TCHAT Patient or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or DISD Board Policy. Additionally, JPS agrees that it may from time to time create, receive from or on behalf of DISD, or have access to such FERPA Records. JPS represents, warrants, and agrees that, to the extent JPS receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement; (b) required by law; or (c) otherwise authorized by DISD, and/or the TCHAT Patients or their legal guardians in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which JPS protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of DISD, JPS agrees to provide DISD with a written summary of the procedures JPS uses to safeguard the FERPA Records.

**11.2 HIPAA Compliance.** To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, DISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by DISD, its officers, employees and representatives pursuant to this Agreement regarding TCHAT Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of PHI regarding TCHAT Patients. Without limiting the obligations of DISD otherwise set forth in this Agreement or imposed by applicable law, DISD agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity DISD performs in connection with this Agreement, including but not limited to, HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Health Insurance Reform: Security Standards (the "Security Standard") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under HIPAA, as amended. Specifically, DISD shall:

- 11.2.1 not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- 11.2.2 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the JPS and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- 11.2.3 comply with Subpart C of 45 CFR Part 164 with regard to electronic PHI to prevent unauthorized use or disclosure of PHI;
- 11.2.4 report to JPS any use or disclosure of PHI not provided for by this Agreement, and report any breach of unsecured PHI or security incident, of which DISD becomes aware;
- 11.2.5 make PHI available to JPS in accordance with applicable law;

- 11.2.6 permit JPS to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- 11.2.7 make available to JPS the information in its possession required to provide an accounting of disclosures of PHI as required by applicable law;
- 11.2.8 to the extent DISD is to carry out JPS's obligation under Subpart E of 45 CFR Part 164, DISD to comply with the applicable requirements of Subpart E in the performance of such obligation;
- 11.2.9 make DISD's internal practices, books, and records relating to the use and disclosure of PHI received from JPS reasonably available to the Secretary of the United States Health & Human Services for purposes of determining JPS's compliance with applicable law;
- 11.2.10 upon expiration or termination of this Agreement, return to JPS or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, DISD agrees to extend all protections contained in this Agreement to DISD's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible; and
- 11.2.11 ensure that any subcontractors that will have access to PHI agree to the same restrictions and conditions that apply to DISD with respect to such information.

DISD agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith. JPS may terminate this Agreement if JPS determines that DISD has violated a material term of this Section 5.2. The terms used in this Section 5.2 and not otherwise defined in this Agreement shall have the meanings assigned to them in the regulations promulgated under HIPAA.

## ARTICLE 12. MISCELLANEOUS

- 12.1 Entire Agreement; Amendment.** This Agreement (i) represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and (ii) may be amended, modified or waived in writing at any time as mutually agreed upon by the Parties or as required by TCMHCC or UNTHSC.
- 12.2 Independent Relationship.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.
- 12.3 Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.
- 12.4 Indemnity.** As partial consideration for participation in the TCHATT Project, DISD agrees to indemnify and hold harmless JPS, its contractors, officers, agents and employees from any and all claims, actions, demands or suits of any kind or character (including, but not limited to, any costs, expenses, attorney fees, or penalties) arising out of or connected with the TCHATT Project or JPS's



provision of Telemedicine or Telehealth under this Agreement and which were caused by or alleged to be caused by the acts or omissions of DISD, its agents, or employees.

- 12.5 Insurance.** The Parties acknowledge that they are each considered a “governmental unit” under the Texas Tort Claims Act and are subject to liability only as provided therein. During the term of the Agreement, each Party will maintain (i) self-insurance with combined limits of not less than \$100,000 per person and \$300,000 per occurrence for bodily injury, including death (in keeping with the terms of the Texas Tort Claims Act), (ii) self-insurance with limits of not less than \$100,000 per occurrence for property damage (in keeping with the terms of the Texas Tort Claims Act); and (iii) workers’ compensation insurance or self-insurance with statutory limits of liability.
- 12.6 Press Releases.** Neither Party shall: (i) make any press release, public statement, or advertisement referring to this Agreement, or the Party’s relationship with the other Party in connection with the Agreement, or (ii) release any information regarding the Agreement, for publication, advertisement or any other purpose, in each case without the prior written consent of the other Party.
- 12.7 Cybersecurity Training Program.** If DISD is provided access to a JPS computer, then, pursuant to Texas Government Code § 2054.5192, the Campus Liaison with access to the JPS computer must complete a cybersecurity training program certified under Texas Government Code § 2054.519, and selected by the JPS (“Cybersecurity Training”). The Cybersecurity Training must be completed by the Campus Liaison during the term and any renewal period of this Agreement. DISD shall promptly provide written verification of completion of the Cybersecurity Training by the Campus Liaison to JPS.
- 12.8 Force Majeure.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, pandemics, or any similar cause beyond the reasonable control of the parties.
- 12.9 Texas Public Information Act.** The Parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each Party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Therefore, each Party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each Party hereby agrees to notify the other Party of any Public Information Act request that seeks disclosure of potentially confidential information under this Agreement.
- 12.10 Fiscal Funding.** The Parties hereby acknowledge that each of JPS and DISD are each governmental entities, subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party’s prospective obligation in this Agreement in each Party’s formally and finally approved budget in any fiscal year subsequent to that in which each Party’s funds for this Agreement were first allocated, such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party’s funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party’s fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any

expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.

- 12.11 Binding Agreement.** The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
- 12.12 Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the Party to whom directed; (b) when sent by fax transmission to the following fax numbers; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either Party to the other):

**If to DISD:** Chad Jones  
[Superintendent]  
Decatur Independent School District  
307 S Cates St  
Decatur, Tx 76234  
Phone: 940-393-7100  
Fax: 940-627-3141

With a copy to: Legal  
Decatur Independent School District  
307 S Cates St  
Decatur, Tx 76234  
Phone: 940-393-7100  
Fax: 940-627-3141

**If to JPS:** Tarrant County Hospital District  
Attn: President and CEO  
1500 S. Main St.  
Fort Worth, TX 76104  
Fax: (817) 924-1207

With a copy to: Chief Legal Officer  
Tarrant County Hospital District  
1500 S. Main St.  
Fort Worth, TX 76104

- 12.13 Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies.** Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means

intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Contract for all purposes of enforcement hereof.

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

**Decatur Independent School District**

By: \_\_\_\_\_  
Name:  
Title: Board President  
Date:

By: \_\_\_\_\_  
Name: Taylor Williams  
Title: Superintendent  
Date:

**Tarrant County Hospital District**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

TCHATT School-Based Services ISD 07202022.docx

## **EXHIBIT A**

### **TCHATT PROJECT**

#### **Vision Statement**

Every child receiving education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

#### **Definition of TCHATT**

The TCHATT initiative is designed to provide short-term (approximately up to two months) school-based access to up to four (4) visits per academic year with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

#### **Key Components of a Successful TCHATT Program**

- **Telemedicine or Telehealth** – TCHATT Programs should leverage the use of technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional.

- **Identify mental health needs** – Schools should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators. The goal is to quickly identify a child who is experiencing a mental health challenge.

- **Assess mental health needs** – TCHATT Programs must use a mental health professional (LPC, CAP, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by school personnel.

- **Provide access to mental health services** – Utilizing technology, a TCHATT Program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to four (4) total visits per academic year with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services should not exceed two (2) months. If ongoing care is needed, the child should be referred to a separately funded resource (e.g., public or private insurance, indigent-funded services) for longer term care using one of the strategies outlined above.

- **Prioritize needs of at-risk children and adolescents** – TCHATT Programs should have a triage system for prompt review of school referral and appropriate triage of symptom severity.

**EXHIBIT B**

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Texas Child Health Access Through Telemedicine (TCHATT)  
PATIENT CONSENT FOR TELEMEDICINE VISIT AND NOTICE OF TERMINATION

Patient Name: \_\_\_\_\_ Patient Date of Birth: \_\_\_\_\_

School Name: \_\_\_\_\_

Parent/Legal Guardian Name (if Patient is a minor): \_\_\_\_\_

I am the Patient or Legally Authorized Representative (e.g. mother/father/guardian) of the Patient. At the recommendation of the Patient's school, I consent for the Patient to be seen by a Behavioral Health Provider under the direction of Tarrant County Hospital District d/b/a JPS Health Network ("JPS Health Network") through a two-way interactive audio/video connection known as telemedicine. I understand that the purpose of this telemedicine visit is specific to a behavioral health/psychiatry assessment, short-term treatment, case management and or/ consulting services and is not a substitute for long-term medical treatment. I understand that the patient and Behavioral Health Provider relationship will automatically terminate without further notification at the end of the final follow-up visit as described below in Section 6 and that this notice of termination is provided in advance of such termination.

In addition, I understand the following:

1. I may request that the telemedicine visit be discontinued at any time.
2. Details of the Patient's medical history, including patient identifiable information, may be used or shared within JPS Health Network. I authorize the release of any relevant medical information that pertains to the Patient to JPS Health Network or their agents.
3. I understand that the written record of the Patient's telemedicine visit will become part of his/her medical record and will remain strictly confidential.
4. Any telemedicine visit is considered a therapeutic session which includes all rights of confidentiality. The following are situations that might require the Behavioral Health Provider to break confidentiality according to Texas state law and licensing board standards:
  - a. Situations suggesting patient self-harm or harm to others
    - i. Can include indications of suicidal or homicidal thoughts or intentions
  - b. Any mention of neglect, abuse, or exploitation of a minor, individual on disability, or a person who is elderly.

- c. When a state or federal court legally subpoenas a release of medical records.
  - d. A parent or legal guardian has a right to know anything that is said within a therapeutic session. To ensure a true assessment takes place, we ask that parents respect confidentiality. Should anything be said while in session that would fall under any of the above categories or be something that could be harmful to the child or adolescent, the therapist will inform the parent or legal guardian.
- 5. It may be necessary for the JPS Health Network healthcare provider to recommend one of the following alternative settings for healthcare treatment:
  - a. Emergency care at an emergency room
  - b. Follow-up outpatient visit (in-person) with another specialty provider
  - c. Admission to an inpatient hospital
- 6. The Texas Child Health Access Through Telemedicine (TCHAT) Program, consists of one assessment and up to four follow up visits at no cost to me and my child. However, subsequent referrals and ongoing treatment outside of the TCHAT Program may incur costs to me or my health insurance.
- 7. I understand that if the Psychiatrist as Behavioral Health Provider prescribes medication for the patient during the TCHAT program, the Psychiatrist will provide 30 days' worth of medication when the program comes to an end. This medication is meant to sustain the patient's medication needs while another appointment is secured with a community provider.
- 8. Every effort will be made to structure the telemedicine visits so there will be effective follow-up care or referral, and I will have an opportunity to express my concerns.
- 9. There are potential problems with the use of the technology for telemedicine. These may include but are not limited to the following:
  - a. Interruption or disconnection to the audio/video link
  - b. An unclear picture or image
  - c. Electronic interference

If any of these problems occur, the visit might need to be discontinued
- 10. Since the JPS Health Network healthcare providers practice in a different location and do not have the opportunity to meet with the Patient face-to-face, they must rely on information provided by me/the Patient or onsite healthcare providers. The JPS Health Network healthcare provider cannot be responsible for advice, recommendations and/or decisions based on incomplete or inaccurate information provided by me or others.
- 11. JPS Health Network has taken several security measures to ensure that the transmission of the telemedicine visit is confidential and not accessed by unauthorized users. This includes the use of a Private network for connectivity or ISDN point-to-point dial-up.
- 12. Although precautions are taken to protect the confidentiality of this transmission by preventing unauthorized access, JPS Health Network cannot guarantee the privacy or security of any telemedicine visit.

13. I understand that this telemedicine visit may not be equal to a face-to-face visit with a healthcare provider.
14. I will not receive any compensation for taking place in this telemedicine visit.

As noted above, I understand that the patient and Behavioral Health Provider relationship will automatically terminate without further notification at the end of the final follow-up visit and that this notice of termination is provided in advance of such termination.

Your child's new provider might want to have copies of your child's medical records that are in our possession. Enclosed is an authorization form that permits us to send a copy of your medical records to your new physician. After we have received your written authorization, we will assist you in having copies of your child's medical records sent to the physician of your choice.

I certify that this form has been fully explained to me. I have read it or have had it read to me, and I understand its contents. I understand that I can revoke this consent at any time by providing written notice to JPS Health Network, and I consent to participate and have the Patient receive care via telemedicine.

If applicable: I agree that by typing my name below, I am electronically signing this consent. I intend this to be my legal signature.

Signature of Patient/Parent/Guardian: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

WITNESS: If applicable: I agree that by typing my name below, I am electronically signing this consent. I intend this to be my legal signature.

Signature of Witness: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_