



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: July 17, 2024

Agenda Section: Consent

Agenda Item Title: Approve the Memorandum of Understanding between Rise Recovery and SSAISD.

From/Presenters: Millicent Marcha, Chief Academic Officer  
Charlie Gallardo, Director of Guidance and Counseling

Description: This is an agreement between SSAISD and Rise Recovery. Rise Recovery will perform coaching/counseling services including but not limited to presentations and educational classes to students, staff, and families as well as one-on-one and group coaching/counseling sessions for students.

Historical Data: The same service agreement was approved last year at the July 19, 2023 board meeting.

Recommendation: Approve the Memorandum of Understanding between Rise Recovery and SSAISD.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: 289 E 11 6299 00 823 4 99 0 04 \$49,000

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

# Professional Services Agreement

This Professional Service Agreement (the “Agreement”) between Rise Recovery (“Rise”) a 501(c)(3) non-profit organization authorized to do business in Texas and South San Independent School District (“ISD”), each a (“Party”) collectively (the “Parties”) is entered into this 11<sup>th</sup> day of June, 2024.

## Article 1. Background & Purpose

1.01 Rise Recovery (“Rise”) is a Texas nonprofit whose mission is to help teens, young adults and families overcome the effects of drugs and alcohol and partner with the community in education and prevention. Rise Recovery’s Youth Empowered by Sobriety Y.E.S. (“Program”) is an existing immediate entry in school peer-based recovery programming community working directly with the student population providing coaching, education, early intervention and prevention services related to substance and alcohol use (“Services”) as set out in Article 2 herein.

1.02 ISD wishes to retain Rise to provide Program Services at ISD to facilitate substance use recovery, prevention and awareness for the benefit of the ISD community including the students, families, teachers, and staff on the basis set out below.

## Article 2. Term & Services

2.01 The term of this Agreement is for one year commencing July 1, 2024 and ending June 30, 2025 (the “Term”).

2.02 ISD and Rise shall coordinate the services with point of contacts set out in Article 11 herein. The following shall be provided referred to as “Services”:

a. Rise Recovery will provide the following:

i. Provide staff- Recovery Peer Support Specialist (RSPS).

ii. Provide Hours- One (1) Full Time Employee (FTE)

iii. Provide substance use non-clinical assessments and recovery coaching and weekly recovery-oriented support groups in conjunction with goals and standards of care set by the Students Support Services Department who prescreens students for assessment and coaching.

iv. Provide educational presentations regarding substance use, alcohol and vaping and recovery to students, parents and staff.

v. Consult directly with designate school representatives, and provide monthly consulting sessions for students and parents at recovery meetings and confirm attendance at meetings and sessions.

vi. Supplies a toolkit which provides policies and procedures as well as a liaison for establishing a collaborative mental health program within a school setting.

b. ISD will:

- i. Ensure Rise staff are included and appraised of all ISD safety and security protocols.
- ii. Provide private, safe and secure workspace and meeting space that complies with the professional licensing and administrative standards associated with the work performed, staff credentials and professional standards. Notice of any change of workspace or parking will be provided by written notice via email to contacts set out in Article 11.01 herein with 48 hours advance notice.
- iii. Upon signing of Agreement provide Rise Recovery Human Resources Disqualifying Criminal History pursuant to Article 12.02 herein.
- iv. A letter of support for Rise Recovery by the 30 days after the Agreement is signed by the Parties summarizing Services as outlined herein.
- v. Provide referrals for appropriate students per group and maintain student to Recovery Staffing Ratio Requirements of 15 to 1.
- vi. Provide referred students disciplinary referral history and related data to measure impact of intervention.
- vii. Facilitate students and ISD administration in providing Rise with the following information: school ID, District, campus, first name, last name, and student response to behavioral health questionnaire.

### **Article 3. Compensation**

3.01 ISD will pay Rise a fee not to exceed \$49,000.00 paid in monthly installments of \$4,900.00 per month for the months of August 2024 through May 2025. If ISD cancels Program, ISD will pay Rise for in-progress and completed work not yet paid for as provided in Article 10.01 herein.

3.02 Additional Services. Additional Services can be added during the term of this Agreement if agreed upon in writing by the Parties incorporating the terms of this Agreement by reference.

3.03 For payment for services over multiple months Rise will invoice ISD by the 15<sup>th</sup> day of each month for services provided for the prior month. ISD will make payments of such invoices to Rise Recovery within thirty (30) days of receipt of such invoice. For onetime fee structures Rise Recovery will submit invoice prior to end of Term set out in Article 2.01. ISD will make payments of such invoices to Rise Recovery within thirty (30) days of receipt of such invoice. ISD acknowledges and agrees that Rise may suspend Services under this Agreement if ISD does not make payments timely in accordance with this Article 3 and may continue to suspend such services until ISD becomes current with payments.

3.04 Invoices. Upon execution of this Agreement ISD will provide the Director of Finance set out in Article 11. Notices with the information necessary to successfully submit and pay an invoice i.e. invoice format and content, list of required supporting documentation, email address or platform access information.

## **Article 4. Materials**

4.01 **Materials.** During the Program, Rise may provide students with intake and other assessments, reference documents, worksheets, parent communication templates, brochures, posters, forms, and other materials used if any (collectively, “Materials”).

4.02 **Ownership of Materials.** Rise owns and retains all copyrights and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used or shared by Rise in carrying out the Program. ISD acknowledges that the Materials are proprietary to Rise, and that no Materials will be deemed a work for hire.

4.03 **License Grant for Program Use.** To the extent authorized by law Rise grants ISD a limited, non-transferable, non-exclusive license to use, copy, and distribute non-confidential Materials solely in connection with Program activities. For clarity, ISD will not (a) independently present the Materials during a lesson, professional development meeting, or workshop, or in any similar teaching or training environment without Rise’s prior written consent; (b) provide the Materials to any third party other than teachers and students in the Program; or (c) use the Materials for commercial purposes, make any derivative works of, or otherwise modify the Materials except as permitted by Agreement.

## **Article 5. Compliance**

5.01 Rise shall comply with all applicable federal and state laws and regulations regarding Services delivered pursuant to this Agreement including, but not limited to, laws relating to student data collection, security, use, disclosure, and privacy. The Parties will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, HIV status, gender identity, disability, or national origin.

5.02 Subject to any restrictions imposed by applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 , Public Law 104-91 (“HIPAA”) and 42 CFR Part 2, Rise shall retain and make available, during normal business hours, to ISD all applicable records, pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

5.03 Rise will obtain and keep in force all licenses, permits, and certificates necessary for Program activities under this Agreement.

5.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Courts in Bexar County, Texas.

## **Article 6. Data, Communication and Confidentiality**

6.01 **Data Collection.** Rise collects, analyzes, and disseminates data about its work in order to evaluate the effectiveness of its programs. To the extent permitted by law ISD will cooperate with Rise and any consultants or others engaged by Rise in connection with the evaluation of its programs’ design, execution, and outcomes. Rise may publish the results of such evaluations but will not identify ISD without first obtaining ISD’s written consent.

6.02 External Communication. Rise may, subject to Article 6.01 of this Agreement, identify ISD as a Rise or “school partner” in internal and external communications, including, but not limited to, on Rise’s website and in Rise’s outreach materials. Subject to Article 6.01, Rise may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Article 6.01.

6.03 Confidentiality. Rise is subject to 42 CFR Part 2 and the Health Insurance Portability and Accountability Act (HIPAA). Neither Rise nor ISD will disclose to any third party any participant information or Confidential Information (defined below) or proprietary information for any purpose other than as needed to implement the Program, without the prior written consent of the releasing Party and the Parties. “Confidential Information” means any and all non-public information regarding Rise or ISD. Confidential Information does not include information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed.

6.04 Duty to Report. Wherever required by §261.101 and §261.405 of the Texas Family Code, Rise as appropriate shall report any allegation or incident of abuse, exploitation or neglect of a juvenile within forty-eight (48) hours from the time the allegation is made, to the applicable local law enforcement agency (such as the Bexar County Sheriff’s Office, San Antonio Police Department, etc.).

**Article 7. Insurance**

7.01 Rise Recovery shall procure, pay for, and maintain during the Term of this Agreement:

- a. Commercial general liability insurance of ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) aggregate coverage, with FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) each occurrence. A sexual abuse endorsement shall be required. ISD shall be named as an additional insured on this policy.
- b. Workers’ Compensation insurance -Statutory workers’ compensation insurance for all employees of Rise Recovery with a waiver of subrogation in favor of ISD. Employer’s Liability Insurance with limits of liability not less than:

\$500,000.00	Each Accident
\$500,000.00	Policy Limit for Disease
\$500,000.00	Each Employee for Disease

- c. Professional Liability Errors and Omissions insurance of ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) each claim and ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) aggregate. The policy shall have an Extended Reporting Period (or tail coverage) extending for a minimum of three (3) years immediately following the policy expiration date.
- d. Rise Recovery shall provide ISD with Certificates of Insurance and copies of endorsements within fifteen (15) days after execution of this Agreement evidencing that the stated coverages have been obtained.

7.02 Rise Recovery is responsible for all premiums and deductibles applicable to all of the insurance policies required by Article 7.01.

7.03 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by ISD, Rise Recovery shall notify the ISD of such and shall give such Notices not less than thirty (30) calendar days prior to the change, if Rise Recovery knows of said change in advance, or ten (10) calendar days' Notice after the change, if Rise Recovery did not know of the change in advance. Such Notice must be accompanied by a replacement Certificate of Insurance. All Notices shall be given to the ISD at the following addresses with a copy of this Agreement:

South San Antonio ISD  
1450 Gillette Blvd  
San Antonio, TX 78224

7.04 In addition to any other remedies ISD may have upon Rise Recovery's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, ISD shall have the right to order Rise Recovery to stop Services, and/or withhold any payment(s) which become due to Rise Recovery until Rise Recovery demonstrates compliance with the requirements hereof.

7.05 Nothing herein contained shall be construed as limiting in any way the extent to which Rise Recovery may be held responsible for payments of damages to persons or property resulting from Rise Recovery of the Services provided pursuant to this Agreement.

7.06 It is agreed that Rise Recovery insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by ISD for liability of Rise Recovery arising out of operation of this Agreement.

#### **Article 8. Indemnification**

**RISE RECOVERY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ISD EMPLOYEES, REPRESENTATIVES AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF RISE RECOVERY, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT. ISD SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING RISE RECOVERY OF ANY OF ITS OBLIGATIONS UNDER THIS ARTICLE. RISE RCOVERY SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST RISE RECOVERY OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE RISE RECOVERY'S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS ARTICLE SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND**

**ARE NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

#### **Article 9. Limitation of Liability**

9.01 To the extent allowed by law neither Rise nor ISD will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either Party has been apprised of the likelihood of such damages.

#### **Article 10. Termination**

10.01 Termination on Notice. Either Rise or ISD may terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective sixty (60) days after delivery of the notice. If ISD terminates the Agreement under this Article 10.01, ISD will pay Rise for work then in progress as invoiced by Rise, and any previous work completed by Rise prior to the termination date for which payment is still outstanding. ISD will pay such amounts within thirty (30) days of receipt of invoice from Rise.

10.02 Termination for Breach. If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

10.03 Return of Property; Survival of Provisions. Following the expiration or termination of this Agreement and upon Rise's request, ISD will promptly return to Rise any Materials in its possession, and if applicable, Rise and ISD will each promptly return all Confidential Information to the other party. The provisions of Sections 4.02, 6.01, 6.03, 8, 9, 10.03 and 13 will remain effective after expiration or termination.

#### **Article 11. Notices**

Tifinie Williams- Director of Program Services  
Phone: 210-227-2635 Ext. 104  
Email: [twilliams@riserecovery.org](mailto:twilliams@riserecovery.org)

Michael Davis: Chief Operating  
Officer  
Phone: 210-227-2634 Ext. 105  
Email: [mdavis@riserecovery.org](mailto:mdavis@riserecovery.org)

Roxanne Sandoval- Director of Operations/Human Resources  
Phone: 21-227-2634 Ext. 103  
Email: [rsandoval@riserecovery.org](mailto:rsandoval@riserecovery.org)

#### 11.01 ISD

Position: Charles Gallardo, Director of Guidance & Counseling

Phone: 210-997-7304 Ext 2310

Email: cgallardo@southsanisd.net

Position:

Phone:

Email:

### **Article 12. Background Checks**

12.01 Rise Recovery will perform background checks for any and all staff, including those that will providing Services. Rise Recovery conforms its criminal background checks and hiring procedures in alignment with Texas Administrative Code Title 1 Part 15 Section 354.3201 concerning the Health and Human Services Commission Criminal History and Registry checks for Peer Specialists and Peer Specialists Supervision Certification Texas Administrative Code (state.tx.us).

12.02 It is understood by the Parties that pursuant to Chapter 22 Subchapter C of the Texas Education Code fingerprinting and additional criminal background checks may be required of Rise staff prior to entering the ISD premises and working with ISD students to determine if a candidate meets the background check criteria or has an of the "Disqualifying Criminal History". ISD agrees in advance to send ISD Disqualifying Criminal History criteria to Rise Recovery Human Resources upon signing of this Agreement in an effort to aid Rise in effectively placing staff in a timely manner.

### **Article 13. General Provisions**

13.01 Resolving Disputes. If a dispute arises between Rise and ISD relating to this Agreement, the principal contact persons as set out in Article 11 herein, will meet to discuss the dispute and will make good faith efforts to resolve the dispute through discussion.

13.02 Entire Agreement; Amendment. This Agreement describes Rise and ISD's entire agreement insofar as it concerns ISD and supersedes all prior or contemporaneous communications between Rise and ISD. This Agreement may be amended only as stated in a writing signed by both Rise and ISD stating that it is an amendment to this Agreement.

13.03 If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

13.04 Assignments; Subcontracts. Rise may not assign its rights or delegate its responsibilities under this Agreement to anyone else without the prior written consent of ISD, except that Rise may (a) assign all of its rights under this Agreement without ISD's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law; and (b) enter into subcontracts and independent contractor agreements to carry out its responsibilities under this Agreement without ISD's prior written consent.



13.05 Independence. Rise and ISD are and will remain independent contracting parties. Rise will have sole responsibility for the planning, management, and implementation of its Program responsibilities, and the arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither Rise nor ISD has the power or authority to bind or obligate the other to a third party or commitment in any manner.

13.06 Authority to Execute. Each Party executing this Agreement represents that they are duly authorized contract, sign and deliver the Agreement on behalf of the entity indicated, and that this Agreement is binding on such Party and entity in accordance with its terms.

13.07 Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

This professional Service Agreement (“Agreement”) creates a legal contract between Rise Recovery and ISD. Rise Recovery and ISD signed this Agreement as of \_\_\_\_\_ 2024.

Rise Recovery

South San Independent School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Evita Morin

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

Title: COE & Clinical Director

Title: \_\_\_\_\_

















