

## **Communities In Schools of the Dallas Region CONTRACTUAL SERVICE AGREEMENT and HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS CONTRACTUAL SERVICE AGREEMENT and HIPAA BUSINESS ASSOCIATE AGREEMENT by and between Terrell ISD (hereafter referred to as "District" and "Business Associate") and **Communities In Schools of the Dallas Region** (hereafter referred to as "CIS Dallas" and "Covered Entity"), and executed on this day, April 22, 2025 is for the provision of services as outlined herein for a period of one school year beginning in August 2025 and terminating in June 2026.

### **STATEMENT OF PURPOSE**

*The District will engage CIS Dallas to perform supplemental services ("services") described in this Agreement and pursuant to Articles I, II, III, IV, and V. These services are designed to improve student attendance, academic performance, and behavior, in addition to supporting mental health needs all while providing a free afterschool care to families attending the campuses listed below. Students on CIS Dallas' caseload receive services tailored to their specific need level, including a combination of: socioemotional interventions/instruction, academic assistance such as tutoring, remediation, and test preparation, mentoring, and social services (as deemed appropriate) provided that the interventions are consistent with the goals, content, and instruction of the District.*

*This letter of agreement identifies the key elements of the arrangement and also serves as a HIPAA Business Associate Agreement between Communities In Schools Dallas Region, Inc. (CIS Dallas and Covered Entity) and the District (District and Business Associate).*

### **SITE LOCATIONS/SCHOOL CAMPUSES/NUMBER OF STAFF**

#### **LIST SCHOOLS HERE**

Dr. Bruce Wood Elementary- 1 Site Coordinator  
JW Long Elementary- 1 Site Coordinator  
Gilbert Willie Elementary – 1 Site Coordinator

#### **SERVICE AGREEMENT**

##### ***I. Personnel***

- A. **Hiring.** CIS Dallas staff placed at the District will be hired at the discretion of CIS Dallas. All Site Coordinators will be certified in Youth Mental Health First Aid within three (3) months of assignment to the District. In compliance with regulatory requirements, CIS Dallas will certify to the District that professional staff have successfully passed the criminal background/history checks and will be placed on campus within 75 days of executing the Agreement.
- B. **Authorization.** CIS Dallas personnel are not agents nor employees of the District for any purpose, and are not authorized to: enter into any formal legal agreements, to waive any provisions of this Agreement, to receive or accept contractual notice, to authorize payment, nor to accept or approve any change in the Agreement.
- C. **Conduct.** CIS Dallas shall serve as an independent service provider and thus maintain control over and responsibility for the conduct and performance assessment of all personnel hired to perform Services.
- D. **Concerns.** Any and all staffing concerns related to CIS Dallas on-campus personnel shall be addressed, in

writing, to the Afterschool Center on Education (ACE) Program Director of CIS Dallas in a timely fashion by District personnel. See Section II. H for additional information on *Correction*.

- E. *Fingerprinting*. Per Texas Education Agency (TEA) guidelines, Districts/Schools must have access to fingerprint records for all CIS Dallas staff on campus. CIS Dallas can help coordinate this process, but the district/school is responsible for providing a contact person, notifying CIS Dallas Human Resources of their fingerprinting procedure, and ensuring records are received before CIS Dallas staff arrive on campus. Additionally, the district/school must confirm DPS system subscriptions and communicate any issues that arise for any CIS Dallas record to CIS Dallas Human Resources immediately.

## *II. Responsibilities of Communities In Schools of the Dallas Region*

- A. *Qualifications*. CIS Dallas affirms that it is qualified, capable, and authorized to perform the services outlined in this Agreement and any attached agreed upon documents for the District. However, CIS Dallas is not contractually obligated or bound to perform any services beyond those specified, and will not do so.
- B. *Services*. CIS Dallas will provide services under this Agreement by assigning professional staff to deliver social and emotional program support, conduct safety assessments, and offer youth development services as well as free afterschool care until 6:30pm.
- C. *Service Delivery Modifications*. If schools close due to public health concerns or for other unforeseen reasons, CIS Dallas staff reserve the right to modify service delivery, but will continue to manage caseloads virtually, using CIS Dallas provided equipment from their own homes, until in-school case management can feasibly continue.
- D. *District Health Requirements*. CIS Dallas staff shall comply with any health-related requirements as required of other on-campus and District personnel.
- E. *Timing*. CIS Dallas acknowledges that timely, consistent, and regular provision of services, including reporting student progress and/or lack thereof on a regular, predetermined schedule or frequency, is critical to improving the student's achievement. CIS Dallas agrees to perform services in a manner consistent with this and communicate any concerns with District personnel.
- F. *Performance*. All services will be performed by or through CIS Dallas. No services shall be subcontracted without prior written approval of the District. CIS Dallas shall perform the services with a high standard of care, confidentiality, and conscientiousness.
- G. *Correction*. Upon formal, written notice to CIS Dallas indicating a need for corrective intervention with program personnel, CIS Dallas shall, at no cost to the School District, promptly and satisfactorily correct any services or personnel issues found not to be conforming with the conditions of this Agreement. If deemed necessary, performance improvement plans will be communicated with the District. In the event that CIS Dallas is unable to resolve a personnel issue through corrective actions, CIS Dallas requires a minimum of 30 days to replace staff removed from a position.
- H. *Compliance*. CIS Dallas shall comply with applicable federal, state and local laws, regulations, and codes, including the privacy and non-disclosure provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). In addition, CIS Dallas agrees to abide by the District's policies, including those related to media release.
- J. *Non-Discrimination*. All services will be provided in a manner consistent with all applicable federal, state, and local laws, codes, and resolutions. Further, CIS Dallas will conform to prevailing District policies related to non-discrimination. CIS Dallas agrees not to discriminate in the provision of services on the basis of race, color, national origin, sex, gender, age, creed, sexual orientation, marital or veteran status, disability or any other protected characteristic as outlined by federal, state, or local laws.
- K. *Conflicts of Interest*. CIS Dallas has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the delivery of program services. CIS Dallas will not employ any person in the performance of this Agreement having such interests.

- L. Duration.* This Agreement shall be in effect for the term specified.
- M. Terms and Termination.* This Agreement shall commence as of the Agreement Date and will continue through June 30 2025. This Agreement may be terminated by either party by providing at least 60 days advance written notice to the other Party. Should either party terminate this Agreement per the terms as outlined the District will issue payment for all services rendered by CIS Dallas as of the Termination Date. CIS Dallas agrees to fulfill its program responsibilities through the Termination Date
- N. Amendments.* Any and all Amendments to this Agreement must be agreed upon by legally authorized signatories and representatives of the District and CIS Dallas. Renewal of this Agreement beyond the term specified will include the completion of a new Contractual Service Agreement signed by legally authorized representatives of the District and CIS Dallas.

### *III. Responsibilities of the District/School*

- 1. District/Campus Improvement Plans.* Reflective of our partnership, the District will include CIS Dallas in the district-wide and campus-specific "improvement plans." This includes but is not limited to: strategic planning documentation, the recognition of CIS Dallas' role on campus via campus/district communications related to student mental health, improving student performance, and beginning/end of year communicate related to school performance and improvement.
- 2. Access.* The District agrees to provide CIS Dallas personnel with access to buildings where services will be rendered for the duration of the term of Agreement.
- 3. Space.* The District will provide a suitable space at the participating School(s), to be agreed upon by the District and approved by CIS Dallas. For the provision of mental health services, the school will provide a private, confidential space for services to occur in accordance with HIPAA. Under this Agreement, the District is not leasing any space to CIS Dallas, and shall retain priority of use of any and all school facilities for school district purposes. CIS Dallas staff shall comply with all reasonable requirements pertaining to use of the District's facilities, including, but not limited to, use of the internet.
- 4. Technology.* Within two weeks of the Site Coordinator's start date on campus, all District program sites agree to provide internet access to ACE distributed technology including I-Pads and Tablets, desk(s), locking file cabinets within the space allocated for CIS Dallas, along with access to copy and fax machines.
- 5. Data Access.* Pursuant to the mission of CIS Dallas, parental consent for student data access will be required from each program site and student served for the purposes of monitoring academic progress, attendance and behavior for all case-managed students in accordance with TEA mandates of Communities in Schools' service provisions. Such parental consent will be obtained by the campus program site before sharing confidential student information with CIS Dallas.

Additionally, because Communities In Schools of the Dallas Region provides student support services focused on academics, behavior, and attendance, it is essential that our Site Coordinators have access to relevant campus and district data systems, including but not limited to, access to report cards, student grades, and behavior records. This data will be tracked and stored in our Salesforce system, which is used by our organization to monitor student progress and ensure compliance with the requirements of the Texas Education Agency.

- 6. Evaluation.* The District will ensure that CIS Dallas personnel on campus have reasonable access to student assessment and evaluation data necessary to inform services and regularly review student progress. The District will provide CIS Dallas with any additional student information necessary to provide services consistent with the program and to evaluate the impact of its program on students at each school as well as an assessment of school-wide impact. This includes data necessary for the determination of student populations enrolled, individual student progress, school-wide climate/culture data, and data necessary for academic research related to external program evaluation.
- 7. Collaboration.* The District agrees to collaborate with CIS Dallas throughout the term of the Agreement. This

collaboration includes, but is not limited to;

1. *Site Visits.* Representatives of school program sites and/or the District will coordinate as needed (virtual or in-person) with CIS Dallas ACE Director, Site Coordinators, and other personnel as needed to address concerns, discuss progress, identify opportunities for programming, and share information.
2. *Social Media.* The District shall engage with CIS Dallas in the development of social media messages alerting parents and students to the referral process, CIS Dallas' Services, school-based events sponsored by CIS Dallas, as well as other opportunities available to students and their families.
3. *Annual Report Collaboration.* The District will collaborate to create an annual report with CIS Dallas, including student outcomes and data collection related to parental feedback. This report will not include personal identifying information, photographic or otherwise, about students or their families unless consent is obtained or as otherwise authorized by statute.
4. *Communication Strategy.* The District shall partner with CIS Dallas in the creation of a school and District-based communication strategy to aid in referrals for service and community engagement in events.

#### *IV. External Communications and Public Relations*

- A. *Written Notice.* The District shall provide periodic written notice to students and families about the services offered by CIS Dallas and the method whereby they can access the services through school-messaging services, newsletters, and social media.
- B. *Communication.* CIS Dallas and the District will communicate both formally and informally, to ensure, to the best of the program's ability, that the services are aligned with the School's and District's mission and objectives and that they are adequately meeting students' needs.

#### *V. Mutual Indemnification.*

The District agrees to defend, indemnify and hold CIS Dallas, its employees, agents, and Board members (the "CIS Dallas Indemnitees") harmless from and against all claims of loss or damage, and the costs and expenses of defending against, settling or satisfying same, including reasonable attorneys' fees and expenses incurred by the CIS Dallas Indemnitees, provided such claims relate to or arise out of this Agreement or CIS Dallas' performance of services hereunder, unless it is finally judicially determined that such loss or damage arises from the CIS Dallas Indemnitee's failure to perform the services with reasonable care. Each party to this Agreement shall be responsible for claims and damages to persons or property and other associated costs, including legal fees, resulting from acts or omissions on the part of itself, its employees, its agents, and its officers. Neither party to this Agreement shall be considered the agent of the other party.

#### *VI. Mutual Insurance Requirements.*

Both parties agree to procure and maintain for act or omissions occurring during the duration of this Agreement the following insurance policies at limits that are customary and standard for each party to carry: Worker's Compensation; Employer's Liability; Commercial General Liability including coverage for personal and advertising injury and ongoing and completed operations coverage; Professional Liability; Sexual Abuse and Molestation coverage either carried separately or included in the General or Professional Liability policies; Business Auto Liability; Umbrella/Excess Liability and All-Risk "Special Form" Property Insurance. Each party's Property Insurance should cover their real property including buildings, equipment and business personal property as applicable. Umbrella/Excess Liability must be written over each party's Commercial General Liability, Business Automobile Liability and Employers Liability. The Commercial General, Professional, Sexual Abuse and Molestation, Business Automobile and Umbrella/Excess Liability policies shall include the other party and its governing board, officers, agents and employees as Additional Insureds. The Commercial General, Professional, Sexual Abuse and Molestation, Business Automobile and



Umbrella/Excess Liability coverage carried by the District shall be primary and any similar insurance carried by CIS Dallas shall be excess over the insurance policies of the District. All policies of insurance required to be carried by this Agreement shall expressly waive any rights of subrogation in favor of the other party. All policies will be written with companies having an AM Best's rating of A-VII or better, or risk pools in which the District participates, and will provide for 30 days' notice of cancellation or non-renewal to the other party but only 10 days if such cancellation is due to non-payment of premium. Any claims made policies carried by either party will maintain a retroactive date that is on or before the date of this Agreement. Any deductible amounts incurred on any policy of insurance required hereunder is for the account of the party who owns the insurance policy incurring a deductible. Prior to work commencing under this Agreement, and upon each insurance policy renewal, both parties will provide the other with evidence of insurance on an Acord Certificate of insurance attaching copies of all endorsements called for by this Agreement.

## **VII. *Mutual Waiver of Subrogation***

CIS Dallas and District waive all rights against each other, and any of their agents and employees, for all causes of loss to the extent covered by collectable insurance. The policies of insurance obtained pursuant to Section VI of this Agreement shall provide for such waivers of subrogation, by endorsement or otherwise, in favor of the other party to this Agreement, and its employees and agents. The waivers of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly.

## **VIII. *Dispute Resolution & Replacement***

- A. *Notice of Dispute.* In any and all instances where there is a dispute between CIS Dallas and the District, each party agrees to the provision of a written claim detailing the matter.
- B. *Mediation.* Any controversy or claims arising directly out of or relating to this Agreement, or the breach thereof, shall first be subject to nonbinding mediation arranged by CIS Dallas.
- C. *Mediation Procedure.* A designated executive of CIS Dallas and the Superintendent or other legal designee of the District, both having the express authority to settle the claim, must attend the mediation session. To the extent that there are other parties involved, with full authority to settle the claim, they shall also attend the mediation session.
- D. *Litigation.* CIS Dallas and the District may not bring litigation on claims unless they have been properly raised and considered via the mediation procedure outlined above.
- E. *Waiver.* The requirements of this paragraph cannot be waived except by an explicit written waiver signed by CIS Dallas' Board of Directors and CEO.
- F. *Governing Law.* This Agreement shall be governed by the internal laws of the State of Texas.
- G. *Severability.* It is mutually agreed upon that if any provision, or part of a provision, of this Agreement is held to be invalid, unenforceable, or implausible under any applicable statute, code, or rule of law, then the parties to this Agreement shall use their best efforts to replace the provision with another that, to the extent permitted by applicable law, statute, or code, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

- Communities In Schools of the Dallas Region ("Covered Entity") is or may be subject to the requirements of 42 U.S.C. 1320d et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the implementing regulations set forth at 45 CFR Parts 160, 162 and 164 ("HIPAA Regulations").
- DISTRICT ("Business Associate") may maintain, transmit, create, or receive data for or from Covered Entity that

constitutes Protected Health Information ("PHI") (as defined at 45 CFR §160.103) to perform tasks on behalf of Covered Entity; Business Associate is or may be directly subject to certain privacy and security obligations and penalty provisions of HIPAA, HITECH, the HIPAA Regulations and state law.

NOW, THEREFORE, the parties agree as follows:

1. Business Associate may use and disclose PHI only as expressly permitted or required by this Agreement or as required by law and may disclose PHI as required to perform its obligations under service agreements between the parties, provided that Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the HIPAA Regulations if done by Covered Entity.
2. Business Associate agrees to use and maintain reasonable and appropriate administrative, technical and physical safeguards to protect PHI from uses or disclosures not permitted by this Agreement (i.e. maintaining policies and procedures to detect, prevent or mitigate identity theft based on PHI or information derived from PHI) and agrees to employ multiple security mechanisms to ensure the confidentiality, integrity and availability of all electronic PHI.
3. To the extent Business Associate becomes aware of or discovers any unauthorized use or disclosure of PHI, Security Incident, Red Flag, and/or any Breach of Unsecured Protected Health in violation of this Agreement, Business Associate shall promptly report this to Covered Entity. Business Associate shall mitigate, to the extent practicable, any harmful effect caused by unauthorized use or disclosure of PHI by Business Associate.
4. At Covered Entity's or HHS' request, Business Associate shall make its internal practices and records relating to the use and disclosure of PHI available to HHS for purposes of determining compliance with HIPAA Regulations.
5. This Agreement shall be effective as the Effective Date and shall remain in effect until the Service Agreement is terminated or expires. Upon termination of this Agreement, Business Associate shall either return or destroy, at no cost to Covered Entity, all PHI that Business Associate still maintains in any form. Business Associate shall not retain any copies of such PHI.
6. In the event of a willful and/or negligent disclosure of PHI as governed by this Agreement by the Business Associate, Business Associate does hereby agree to indemnify and hold harmless Covered Entity from any fines, penalties, or damages asserted against the Covered Entity for such disclosure.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below.

\_\_\_\_\_  
Dr. Summer Rose  
Interim Chief Executive Officer  
Communities In Schools of the Dallas Region, Inc.

\_\_\_\_\_  
Dr. Georgeanne Warnock  
Superintendent  
Terrell ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date