

**COOPERATIVE AGREEMENT**  
**Between**  
**Killeen Independent School District and AdventHealth**  
**for School Behavioral Health Centers (SBHCs)**

This Cooperative Agreement ("Agreement") is agreed and entered by and between the Killeen Independent School District ("District" or "KISD") and AdventHealth ("AdventHealth").

WHEREAS, AdventHealth employs a range of mental health professionals committed to providing campus-based access to a behaviorally enhanced, patient centered mental health home that provides accountable care for all that it serves; and

WHEREAS, AdventHealth will provide direct mental health services on identified campuses for those that need intensive mental health services, including District students, faculty/staff, and family members ("KISD Patient") on KISD campuses, utilizing mental health professionals to provide therapeutic and treatment programs focused on behavioral health; and

WHEREAS, District recognizes and appreciates the benefits to be derived from the provision of said services by AdventHealth. Killeen ISD is seeking to provide high quality, cost effective and reliable school based mental health treatment and therapeutic services in a reliable, effective manner at competitive rates. The District will fund 5 or more School Behavioral Health Centers (SBHCs) at elementary, middle, and high school campuses (as listed in Appendix 1 herein) through a fee-for-service model. In collaboration with the District, AdventHealth is encouraged to expand to additional campuses based on availability of funds.

WHEREAS, the District would require a minimum of 1.0 FTE's/campus, each therapist split funded by KISD local funds and private insurance reimbursements. Services run year-round following the KISD 222-day staff calendar. AdventHealth may provide an alternative staffing model if it meets the goals of the program, as defined in Section 3. Services. Any alternative staffing model must be submitted in writing to the District and receive written approval from KISD prior to implementation.

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, AdventHealth and District agree as follows:

- I. Term of Agreement: The period of the Agreement shall be from July 1, 2025 through June 30, 2026 and will automatically renew each year but can be canceled at any time by either party by providing a 90-day written notice. This agreement will include AdventHealth's access to School Behavioral Health Centers in order to prepare for and

provide services at any time the District location is open to staff members, including during the summer months and other breaks following the KISD 222-day calendar.

2. Funding: Behavioral health services provided by AdventHealth shall be funded, as follows:

- a. AdventHealth, in collaboration with KISD, will conduct a financial assessment to determine payor source for all individuals meeting clinical eligibility criteria. AdventHealth is responsible for billing and collection for all third-party resources. If the student, staff, and/or family is uninsured, AdventHealth and KISD will work together to connect the family to insurance eligibility services in the community. Where applicable, AdventHealth and KISD will work together to determine the best way to collect patient co-pays and deductibles; KISD agrees to pay AdventHealth an annual amount equal to the difference between its annual operating costs and annual net collections for Behavioral Health services.
- b. KISD agrees to pay AdventHealth an initial agreement period monthly base fee of \$17,235 per SBHC that is reasonably believed to be 1/12<sup>th</sup> of the AdventHealth's estimated annual operating costs of \$206,820. AdventHealth will send a monthly invoice to KISD reporting the amount due. This estimate assumes 1 therapist per campus and is inclusive of AdventHealth management fee. Upon each anniversary of this agreement, KISD and AdventHealth agree to reconcile actual operating costs and net patient collections, to ensure that KISD's subsidy of AdventHealth is equal to only the difference between its annual operating costs inclusive of management fee and annual net patient collections. This reconciliation will determine a payment due to either KISD or AdventHealth, per the terms of this agreement.
- c. The District will fund up to \$800,000 for the initial agreement period. In the event the cost of services will exceed this amount KISD and AdventHealth will have the option to mutually agree upon an agreed upon amount or termination date and discontinuation of services.
- d. Continuation of funding will be determined through the District's annual budget process.
- e. AdventHealth will submit to KISD on a monthly invoice for the base fee referenced in section 2.b. KISD will provide the format and details required for the invoice.

3. Services: AdventHealth will provide behavior health counseling and therapy services to KISD patients and will support or sustain a culture that promotes mental wellness of all KISD patients, especially including children and youth with complex needs. AdventHealth will collaborate with KISD to provide FERPA/HIPPA compliant analysis and evaluation on progress of students, staff, and families served. AdventHealth will collect, track, and analyze mental health outcomes and KISD academic outcomes

based on a research methodology that will identify the impact and analysis of the individuals receiving services. This research will be shared with the District, community, and larger mental health profession (through conferences, legislated hearings, etc.) Such outcome reports include, but are not limited to:

- a. Summary of therapeutic outcomes using a well validated, standardized tool (i.e., Behavior Assessment System for Children, Child and Adolescent Needs and Strengths, Achenbach System of Empirically Based Assessment).
- b. Analysis and summary of the child's school related outcomes (comparison of students' attendance rates, disciplinary records pre/post treatment, academic performance, etc.)
- c. Analysis and summary of the projects training for teachers, school counselors, police, officers, parents, and service providers.
- d. Interviews with stakeholders (parents, teachers, school counselors, police).
- e. Records and reports on the numbers of clients funded through insurance (Medicaid, CHIP, Private), KISD funds due to no insurance, and KISD funds for co-pay and deductible assistance.
- f. Annual analysis of mental health outcomes and analysis of students receiving mental health services as compared to those not receiving mental health services, including comparison of attendance, academic performance, discipline, and expulsion from school.
- g. Services outlined in section 3 are subject to compliance with AdventHealth policies and ability to reasonably obtain from our existing electronic medical records and systems.

### 3.1 AdventHealth's Obligations:

- a. The mental health staff employed by AdventHealth must meet the appropriate state licensure requirements for the scope of services the staff will provide and maintain professional liability coverage for AdventHealth therapists assigned to serve KISD Patients under this Agreement.
- b. Protect the privacy of students, their families, and KISD staff by utilizing the KISD School Behavioral Health Center (SBHC) referral and consent forms and processes that comply with the Family Educational Rights and Privacy Act (FERPA) protecting students' educational records and Health Insurance Portability and Accountability Act (HIPAA) protecting confidentiality and security of healthcare information. When students are referred for evaluation, the therapist will confirm it's an appropriate referral for mental health services.
- c. Utilize the KISD School Behavioral Health Center referral and consent form process to obtain referrals on campus through teachers, campus staff, campus Child Study Team, parents/guardians, school counselors, police and resource

officers, and external community partner agencies (i.e., Family Protective Services, police/sheriff officers, service providers such as Communities In Schools, SAFE, and other providing supports to students and families).

- d. Provide direct mental health services on each campus to those that need mental health services, including, but not necessarily limited to students, staff, and family members.
- e. Assist KISD in providing meaningful professional development to staff members related to behavioral health.
- f. Provide psychiatric services for those in need via referral to appropriate providers.
- g. Ensure therapists are trained in trauma informed modalities, effective across primary and secondary age ranges and receive on-going training in evidence based interventions, crisis response, cultural competency, and victim assistance.
- h. Provide training to newly hired therapists, in collaboration with KISD, when working in school systems and collaborating with KISD partners.
- i. Collaborate with other mental health professionals on the campus, including school counselor, Social Workers, Licensed Specialists in School Psychology, Licensed Mental Health Professional, school nurses, School Behavioral Health Officers, etc. In the event of an incident on campus, AdventHealth therapists may be requested to provide services in response to a crisis.
- j. Conduct ongoing case consultation with staff, community partners, parents/guardians, and police to ensure that a supportive environment exists.
- k. Have the ability to blend cultural knowledge and sensitivity with trauma informed restoration skills for a more effective and culturally appropriate recovery process.
- l. Have the ability to provide consultation and intake with family members in their native language to ensure informed consent is obtained and provide therapeutic intervention in the client's native language.
- m. Serve identified students with minimal interruption of the academic day to include scheduling meetings with students that do not interfere with core academic subjects unless the meetings are court mandated, included in the Individual Education Plan (IEP), or are approved by the school principal. Use before and after school time whenever possible.
- n. Evaluate whether referrals for services are appropriate. Upon receipt of an appropriate referral, AdventHealth SBH staff will conduct a formal assessment

to determine which funding source will be utilized according to established KISD guidelines.

- o. Have an accounting system with functionality to identify the receipt and expenditure of program funds separately for each funding source: KISD local funds and insurance billing.
- p. Have an accounting system that can accurately reflect allocation of therapist funds among various fund sources when therapists are paid from multiple fund sources.
- q. Reasonably ensure that School Behavioral Health Centers always have therapeutic coverage, with appropriate plans in place for leaves of absence, or employee resignation/termination.
- r. Adhere to Killeen ISD systems and policies:
  - Facility use agreements, including security procedures as required on all KISD campuses.
  - Alignment of student services with the KISD Social Emotional Learning (SEL) and Multi-Tiered Systems of Support (MTSS).
  - Coordinate services with the KISD Director of Health Services and/or designee.
  - Comply with KISD Board Policy FFAE (Legal) on Wellness and Health Services — School Based Health Centers.
  - Assist in the collection and with analyzing outcomes and financial data to demonstrate the benefits associated with AdventHealth's provision of services, such as increased attendance, improved behavior and health, cost savings to KISD, increased level of services provided to KISD Patients, decreased operational costs, options for sustainability, etc.

### 3.2 District's Obligations:

- a. Support AdventHealth in obtaining parental consent by the legal guardian of all students and minor children prior to the student receiving behavioral health services from AdventHealth.
- b. Provide appropriate identification of, and references to AdventHealth therapists for, District students whom it is believed would benefit from the services provided by AdventHealth.
- c. District will provide AdventHealth space and access to KISD campuses where SBHCs are located.
- d. Provide access to student information with consent from the legal guardian.

- e. Provide storage space as well as utilities for each SBHC location.
- f. Provide a working telecommunications system and access to the internet for AdventHealth therapists to handle patient calls, coordinate obtaining parental consents, and perform AdventHealth's financial screening, all in accordance with AdventHealth policies and procedures, applicable privacy regulations and governing law, and in accordance with District policies and practices and as reasonable and appropriate in the opinion of District and campus administrators.
- g. In accordance with and subject to the terms contained in this Agreement, and such other ancillary agreements as KISD and AdventHealth may enter into with respect to the subject matter hereof, KISD agrees to make reasonably requested accommodations for the provision of behavioral health care services to the KISD patients as contemplated under this Agreement, including, but not limited to:

Providing to the AdventHealth providers, in compliance with applicable law, access to all background information on District students seen by AdventHealth on campus, which is considered by the AdventHealth provider, in his or her professional judgment, as necessary to provide the best medical care to such KISD student (e.g., consultation with the teacher of a student patient, review of an existing student patient medical record, etc.); and,

Assisting AdventHealth in collecting data to demonstrate the benefits associated with AdventHealth's provision of services at elementary and secondary schools, such as increased attendance, improved behavior and health, cost savings to KISD, increased level of services provided to KISD Patients, decreased operational costs, etc.

- 4. Clinical Services Supervision: The type and nature of the counseling and therapy services provided, and clinical instruction and oversight shall be under the sole direction and responsibility of AdventHealth. Services shall be coordinated with the District Director of School Safety. AdventHealth retains the right to delegate or assign the services and duties under this Agreement to any qualified individual within its employment.
- 5. Criminal History Record Information: AdventHealth shall, at its sole cost and expense, obtain for each covered employee the criminal history record information as required by Texas Education Code 522.0834. The term "covered employee" shall mean any individual employed by AdventHealth who will provide on-campus services to KISD patients, including those identified and referred under this Agreement. AdventHealth shall not allow on District property any covered employee who has been convicted of (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense of which a defendant is required to register as a sex offender under Chapter

62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. If during the period AdventHealth is providing services under this Agreement, AdventHealth or the District receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this paragraph 5, AdventHealth shall prohibit such covered employee from future entry on District property. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 Texas Administrative Code SI 53.1 101 . The District will be the final arbiter of what constitutes continuing duties and direct contact with District students.

6. Termination of Cooperative Agreement: This Agreement may be terminated by either party by giving ninety (90) days written notice of such termination and the effective date of the termination. Notwithstanding the foregoing, Paragraphs 7, 8, 9, and 11, shall survive termination of this Agreement.

7. Compliance with Laws: AdventHealth agrees to abide by all District policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities, or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC 512111 , et seq.; Section 504 of the 1973

Rehabilitation Act, 34 CFR SI 04.1 , et seq.; the Family Educational Rights and Privacy Act, 20 USC 512329, et. seq., 34 CFR 599.1 , et seq.; Title IX of the Education Amendments of 1972, 20 USC 51681 et seq., 34 CFR 5106.1 et seq.

8. Status: AdventHealth is an independent contractor under this Agreement and shall be solely responsible for payment of AdventHealth's employees and contractors and shall provide, if required, workers' compensation and public liability insurance to protect itself from liability for injuries or damages to AdventHealth's employees and contractors and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. KISD, nor its agents, representatives, or employees shall be considered an agent, representative or employee of

AdventHealth. AdventHealth, nor its agents, representatives, or employees shall be considered an agent, representative or employee of KISD. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between AdventHealth and KISD. Except as may be specifically set forth otherwise in this Agreement, AdventHealth and KISD shall each be liable for their own debts, obligations, acts, and omissions.

9. Indemnification:

AdventHealth shall indemnify and hold District harmless from and against all

Claims including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of AdventHealth's negligence or related direct or indirect breach of this Agreement asserted by third parties or AdventHealth Persons against the District. For purposes of this Section:

- (i) "Claims" shall include any and all claims, suits, complaints and proceedings of any kind or character, including, but not limited to, claims and allegations concerning property, personal injury or death, infringement of intellectual property, action or failure to act by AdventHealth, or any AdventHealth employee, contractor, or staff member, arising in whole or from or related in any way to the services being provided or to be provided by AdventHealth under this Agreement;
- (ii) "AdventHealth" shall include any and all AdventHealth employees, officers, and directors; and
- (iii) "District" shall include District and its employees, officers, and other Board members, representatives, and agents; and, District shall indemnify to the extent permitted by Texas law and hold AdventHealth harmless from and against all Claims including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of District's negligence or related direct or indirect breach of this Agreement asserted by third parties or District Persons against AdventHealth.

For purposes of this provision:

- (i) "Claims" shall include any and all claims, suits, complaints and proceedings of any kind or character, including but not limited to claims and allegations concerning property, personal injury or death, infringement of intellectual property, action or failure to act by District, or any District employee, contractor, or staff member, arising in whole or part from or related in any way to this Agreement;
- (ii) "District Persons" shall include any and all District employees, officers, and directors; and (iii) for purposes of this Section 9(b), "AdventHealth" shall include AdventHealth and its employees, officers, and other Board members, representatives, and agents.

10. Notice: All notices shall be in writing and shall be delivered to the persons and addresses stated below. Either AdventHealth or District may change its notice address by providing the other with the updated address in writing.

If to District: Killeen Independent School District  
Chief Financial Officer  
KISD Address: 200 North W.S. Young Drive, Killeen, TX  
76540



Phone: 254-336-0157

Fax: 254-336-0010

If to AdventHealth: AdventHealth Medical Group

Address: 2201 S. Clear Creek Road, Killeen, TX 76549

Phone: 254-519-8419

Fax: 254-519-8915

Miscellaneous:

11. Dispute Resolution. If a dispute relating to this Agreement arises between KISD and AdventHealth, then KISD and AdventHealth shall endeavor to settle the dispute first through direct discussions and negotiations between designated representatives of each party. If the dispute cannot be settled through direct discussions, then the parties shall endeavor to settle the dispute by mediation. If a dispute is not resolved within 90 days after the written notice, then the mediation shall terminate and the dispute shall be settled by arbitration in the State or Federal Courts serving Killeen, Bell County, Texas or such other location as agreed upon by the parties.
12. Recitals. The paragraphs contained in the recitals to this Agreement are incorporated into this Agreement by this reference, and the parties to this Agreement acknowledge the accuracy thereof. Any reference herein to any exhibit(s) will incorporate such exhibit herein as if it were set out in full in the text of this Agreement.
13. Severability. If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable, then the remainder of this Agreement shall be unaffected, thereby, and in lieu of such clause or provision, the parties may mutually agree to add a clause or provision as similar in terms as may be possible and be legal, valid, and enforceable.
14. Anti-Kickback. KISD and AdventHealth acknowledge that their officers and directors are familiar with the terms of the Anti-Kickback statute [42 U.S.C. 1320a7b(b)]. KISD and AdventHealth intend that the terms and conditions of this Agreement comply fully with the terms of the Anti-Kickback statute. To the extent any term or condition of this Agreement is deemed by legal counsel for either KISD or AdventHealth to not comply with the Anti-Kickback statute, then the remainder of this Agreement shall be unaffected, thereby and in lieu of such term or condition, there shall be added as a part of this Agreement a term or condition as similar to such non-compliant term or provision as may be possible and be compliant with the Anti-Kickback statute.
15. Effectuating or Modifying the Agreement. KISD and AdventHealth agree to execute such additional instruments, agreements, and documents, and to take such other

actions, as necessary to affect the purposes of this Agreement. Any action or agreement by KISD and AdventHealth to modify this Agreement, in whole or in part, is binding upon KISD and AdventHealth, so long as such modification is in writing and executed by KISD and AdventHealth with the same formality with which this Agreement is executed.

16. Counterpart(s). This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together shall constitute one and the same Agreement.
17. Patient Choice. Notwithstanding anything in this Agreement to the contrary, the parties recognize and affirm the importance of individual patient choice in the selection of medical and behavioral health services. Nothing contained in this Agreement shall be interpreted to obligate, encourage, or solicit, in any way, the referral of any individual patient to AdventHealth or as the recipient of AdventHealth's services, or to any hospital or facility affiliated in any way with AdventHealth, contrary to the patient's choice of another provider of medical or behavioral health services. Nothing contained in this Agreement shall be interpreted to restrict KISD staff from referring patients to, or personally utilizing, any other provider of services. Consideration provided by either party to the other pursuant to this Agreement (if any) is solely for the purpose of facilitating provision of the services to the District student under this Agreement and is in no way tied to the making of referrals.
18. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

IN WITNESS WHEREOF, AdventHealth and KISD have executed and delivered this Cooperative Agreement by their representatives duly authorized:

KILLEEN INDEPENDENT SCHOOL DISTRICT

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Killeen ISD Superintendent of Schools

Date:

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**AdventHealth**

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Janet Garcia, CFO Central Texas & Rollins Brook AdventHealth

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

## APPENDIX 1

### COOPERATIVE AGREEMENT Between Killeen Independent School District and AdventHealth, PLLC for School Behavioral Health Centers (SBHCs)

AdventHealth, PLLC will establish services during the 2025-2026 school year, serving the following five (5) Killeen ISD campuses in the priority order listed as staffing becomes available. Any changes to the assignment of schools shall be made by an amendment to this agreement.

Roy J Smith Middle School  
Killeen Elementary School  
Palo Alto Middle School  
Gateway Middle School  
Gateway High School

