

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
TO PROVIDE PEDIATRIC AND ADOLESCENT BEHAVIORAL HEALTH SERVICES
VIA TELEHEALTH**

This First Amendment to the Memorandum of Understanding (MOU) to provide pediatric and adolescent behavioral health services via telehealth is made effective and entered into on March 9, 2026 (“Amendment Effective Date”) by and between The University of Texas at Austin on behalf of Dell Medical School (“DMS”) and Smithville ISD (“ISD/ CHARTER”) (together, the “Parties”). Service provision is associated with the Texas Child Health Access Through Telemedicine (TCHAT) initiative of the Texas Children’s Mental Health Care Consortium (TCMHCC).

Parties entered into that Agreement dated effective September 7, 2023 (the “Agreement”).

DMS and ISD/ CHARTER now desire to amend the terms of the Agreement as more particularly set forth below:

1. ARTICLE 3. PERIOD OF PERFORMANCE of the Agreement is hereby amended and reinstated in its entirety and shall hereafter be and read as follows:

“This Agreement is effective as of the later of May 1, 2023 or date the agreement is fully executed by both parties ("Effective Date") and will terminate on August 31, 2027 unless earlier terminated in accordance with Article 5. The University will have the option to renew this Agreement for one (1) additional, one (1) year term. The University can activate their renewal option anytime at least thirty (30) days prior to the expiration of the term of this Agreement by notifying the ISD/CHARTER in writing.”

2. Section 1.4.1 under TCHAT Services of the Agreement is hereby amended and reinstated in its entirety and shall hereafter be and read as follows:

“Exceptions to On-Campus Service Delivery Model

TCHAT provides telemedicine services to students on campus except where 1) the time of the appointment falls outside of school hours and 2) the parent requests for the services to happen off campus. In the event, the school requests TCHAT services to be provided to their students outside of the campus environment (strongly discouraged), the campus may submit an exception form to DMS, to be reviewed with COSH and UTS prior to approval. This exception may be reviewed annually, and, if the exception is impacting DMS ability to provide quality services to their catchment area, may be revoked upon review. These decisions will be made in partnership with the DMS, COSH, and UTS.”

3. Section 2.5 under ISD/ CHARTER REQUIREMENTS_of the Agreement is hereby added and read as follows:

“2.5 Background Check

DMS will be coordinating with partnering school districts to ensure state and local requirements for background checks for school contractors are met.”

4. ARTICLE 13.1. COMMUNICATIONS of the Agreement is hereby amended and reinstated in its entirety and shall hereafter be and read as follows:

“Communications, which shall not be considered legal notice, between the Parties shall be sent via e-mail, certified mail, or registered mail to the following and shall be deemed to be

given on the date so delivered unless otherwise provided herein:

If to DMS: The University of Texas at Austin

Dell Medical School

1601 Trinity St Building B, Mail Code Z0600

Austin, TX 78712-1873

Email: Deborah.wise@austin.utexas.edu and

TCHAT@austin.utexas.edu

If to ISD/ CHARTER: Dr. Molley Ealy

Superintendent

mperry@smithvilleisd.org

512-237-2487

Smithville ISD

901 NE 6th Street

Smithville, TX 78957”

5. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
6. This Amendment embodies the entire agreement between University and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, University and Contractor have executed and delivered this Amendment effective as of the Effective Date.

Smithville ISD

The University of Texas at Austin

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Linda Shaunessy

Title: _____

Title: Business Contracts Administrator

Date: _____

Date: _____