

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between Central Counties Services ("CCS") and Buckholts Independent School District ("Buckholts ISD"), jointly referred to as ("Parties"), for the purpose of outlining the process and procedures for the provision of school-based mental health care by CCS to Buckholts ISD students with mental illness or intellectual and developmental disabilities who are enrolled in or newly referred to Children's Mental Health Services.

WHEREAS, Central Counties Services provides mental health services to children and adolescents in Milam County, who are served by Buckholts ISD,

WHEREAS, the Parties desire to make available mental health services to District ISD Students with the least amount of disruption to the Students' educational programming,

WHEREAS, Buckholts ISD believes it is in the best interest of the School District to allow CCS to administer mental health services to the Students on District ISD property,

WHEREAS, it is deemed advisable and in the best interest of the Parties to enter into this Agreement for CCS to provide children's mental health services to the Students of Buckholts ISD on District Property for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

I. SERVICES TO BE PERFORMED BY CCS FOR EXISTING CLIENTS:

CCS will assign one Youth and Family Case Manager (CM) to provide services on Buckholts ISD campuses according to a schedule mutually agreed upon by District ISD and CCS. The CM will act as a liaison between Buckholts ISD and CCS behavioral health staff serving Buckholts ISD students. The CM will coordinate with Buckholts ISD designees when it is necessary to arrange for another CCS staff member to meet with a student on campus. The CM will ensure that all proper consents have been signed by the parents to permit this coordination and collaboration of services between CCS and Buckholts ISD.

The CM will provide the following services:

- **Case management** to (1) link the child to needed resources, such as medical care, housing and employment resources, counseling, and other supports, (2) assess the child's stressors and environment, (c) assess the child's behaviors in varied settings, (3) provide family education regarding the severe emotional disturbance and its symptoms and (4) assess the child and families stage of change.
- **Skills training** to help students and families (1) learn and master behavioral health techniques using evidence-based curricula, (2) develop safety and crisis prevention plans, (3) identify and develop personal strengths and goals, and (4) celebrate steps toward recovery and independence.
- **Recovery planning** to develop a step-by-step plan to achieve family-directed goals until independence from CCS is achieved.

- **Care coordination**, after obtaining consent from the child's parent or guardian to do so, to provide feedback from school personnel and in-school observation to the child's treatment team. CCS will educate parents on the value of signing a Release of Information (ROI) to include Buckholts ISD as a partner in the child's treatment, enabling the school to be made aware of recovery plans and critical events, such as psychiatric hospitalization, so that a reentry plan can be developed.
- **Coordination of Intake assessments** for students the CM has pre-screened eligible for CCS programs; these services may be arranged via tele-video to overcome transportation and scheduling barriers.
- **Participation in case conferencing** and ARD meetings as requested and when appropriate.

CCS confirms that any CCS employee serving as the CM under this Agreement has received training in person-centered care, crisis intervention, trauma-informed practices, and on how to use treatment that is nationally recognized and utilizes evidence-based curricula. This position receives clinical supervision from the Director of Child and Adolescent Mental Health.

Services provided by CCS under this Agreement are independent of the services provided by Buckholts ISD. The relationship of the parties is that of independent contractors. No relationship of employer/employee, principal/agent, or other association shall be created by this Agreement. The parties agree that they will not act or represent that they are acting as an agent of the other nor shall either party incur any obligations on behalf of the other party. CCS agrees that it will specifically include a statement in its correspondence with families subject to this program that its services and recommendations are independent of any services and recommendations provided by Buckholts ISD, and are not required for the receipt of a Free Appropriate Public Education ("FAPE") by Buckholts ISD.

CCS acknowledges and agrees that the sole purpose of this Agreement is to provide the terms and conditions of the District allowing CCS to provide mental health services to District ISD students on District property. CCS acknowledges and agrees that the District's agreement to provide CCS with access to District ISD students on District property serves as good and valuable consideration to bind the Parties to this Agreement.

CCS acknowledges and agrees that should a mutually agreeable schedule not be reached in regards to a specific treatment session time, District ISD retains the right to deny such treatment session on District ISD property, if such session would jeopardize the educational programming of a student. It shall be the exclusive right of District ISD to determine whether a student's educational programming is being jeopardized and deny treatment sessions.

This MOU does not document nor provide for the exchange of funds or personnel between the parties, nor does it make any commitment of funds or resources. CCS shall be responsible for all costs that it incurs and expenses related to the provision of services by this Agreement.

CCS will also provide the following:

- All materials, equipment and transportation needed to carry out the functions above.
- Regularly scheduled conference calls or meetings to evaluate the effectiveness of the partnership and to implement improvements to process or information flow.

- As-needed consultation with the Children's Mental Health Program Supervisor or Director of Crisis Services to prevent or intervene in mental health emergencies.
- Youth Mental Health First Aid (YMFHA) training for school staff if requested, at no cost to the school.
- Documentation of parental consent regarding the services to be provided by CCS under this MOU to a child enrolled in or newly referred to Children's Mental Health Services. The signed consent form must be renewed on an annual basis.
- CCS personnel who will have contact with school students at any District ISD campus are required to complete the fingerprinting and criminal background check requirements under Texas Education Code § 22.0834 at the expense of CCS and submit the report to the District Human Resources Department. CCS agrees to comply with District ISD Board Policy CJA and Texas Education Code § 22.085 and thereby prohibit any CCS employee from providing services at the school or supervising or having direct contact with a school student if the employee has a disqualifying conviction. The school reserves the right to either remove a CCS employee from school property or terminate this agreement if the school becomes aware that CCS has not obtained all required criminal history record information or if a CCS employee has a disqualifying conviction.
- CCS shall maintain and safeguard any health care records created, maintained, received, and used by CCS personnel and mental health care service providers that contain protected health information and electronic health information ("health records"), which includes personally identifiable health information, in a safe, secure place with restricted access. "Protected Health Information" or "Electronic Health Information" is information, including demographic information collected from an individual, that is created, received, transmitted, or maintained by CCS in any form or medium, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. (45 C.F.R. §160.103). Release and/or disclosure of the health records must be made only in accordance with applicable state and federal laws. The health records maintained by CCS will be stored separately from any student education records maintained by Buckholts ISD, as defined by the Family Educational Rights and Privacy Act ("Education Records"). CCS will not store or maintain Education Records. Buckholts ISD will not be responsible for maintaining, safeguarding or storing CCS health records.

II. SERVICES TO BE PROVIDED BY DISTRICT INDEPENDENT SCHOOL DISTRICT (DISTRICT ISD):

- A confidential space on each assigned campus for the CM to meet with students and/or families.
- Contact information of designated school personnel the CM may coordinate with for scheduling space and availability of student.
- Orientation for the CM and Clinical Lead on Buckholts ISD policies the CM will need to follow when on school campuses.
- A written procedure for the CM to follow in order to successfully coordinate for other CCS staff to meet with students on campus, in accordance with the school's preferences.

- Regularly scheduled conference calls or face-to-face meetings to evaluate the effectiveness of the partnership and to implement improvements to process or information flow.

III. TERM OF AGREEMENT

This Agreement is to begin September, 2022 and shall terminate August 31, 2023. The Agreement may be renewed for up to five (5) additional one-year periods upon mutual written agreement of the parties. This Agreement may be terminated by either party at any time for any reason with 30 days written notice to the corresponding party.

IV. COMPLETE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the Parties with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any change, addition or deletion to the terms of this Agreement shall be in writing and executed by both parties. An executed facsimile or electronic copy will be sufficient to evidence the parties' agreement to any change, addition, or deletion to this Agreement. CCS and Buckholts ISD will review this agreement annually before the anniversary of its effective date for the purpose of determining possible renewal of this Agreement and to consider incorporating changes required by statutes, Executive Orders, or the Federal Acquisition Regulations, such changes to be evidenced by a modification to this agreement or by a superseding agreement. If the parties fail to agree on any such change, the Agreement shall terminate

V. CONFIDENTIALITY OF RECORDS OF COVERED INDIVIDUALS SERVED BY THIS AGREEMENT

The Parties fully agree and acknowledge that all information regarding a student or family will be treated with confidentiality in accordance with the Family Educational Rights and Privacy Act, 34 C.F. R. part 99 (FERPA), HIPAA and all other state and federal confidentiality laws and regulations to ensure appropriate protection of students' rights.

CCS shall comply with all applicable laws, rules and regulations relating to the confidentiality of information regarding Covered Individuals and shall establish a method to secure the confidentiality of records and other information pertaining to Covered Individuals as required by the applicable provisions of Texas law, the privacy and security regulations promulgated pursuant to Health Insurance Portability Accountability Act of 1996 ("HIPAA^{lt}"), Health Information Technology for Economic and Clinical Health Act ("HITECH").

- (a) CCS agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services under the terms of this Agreement, that CCS and its officers, employees, agents and subcontractors are bound by the provisions of laws, statues, and regulations protecting the confidentiality of this information.

(b) CCS agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, CCS and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.

(c) CCS agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term "client identifying information" and/or "protected health information" includes, but is not limited to, a client's medical record, graphs, OF charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has received services at the facility, center, or other designated provider.

(d) CCS agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. CCS agrees to inform Buckholts ISD of any attempts to gain access to information pertaining to clients.

(e) CCS agrees to report to Buckholts ISD any use or disclosure of protected health information not provided for by this agreement of which it becomes aware. As well as to mitigate, to the extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.

(f) CCS agrees to make available to the Secretary of State or its designee its internal practices, books, and records and policies and procedures used by CCS related to the use and disclosure of protected health information for the purpose of determining CCS's compliance with the Privacy Rule.

(g) CCS agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

(h) CCS agrees that no services are being provided to District ISD, and therefore this Agreement does not create a "business associate" relationship as that term is defined by 45 CFR §160.103.

VI. INDEMNIFICATION AND INSURANCE

CCS shall indemnify and hold harmless the District and its trustees, administrators, teachers, nurses, employees, officers, agents, volunteers and assigns from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the CM or any CCS employee or agent, whether negligent or purposeful, in the execution or performance of (1) any services to students of the District, or (2) the terms of this Agreement. **NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION OR IN THIS**

AGREEMENT SHALL REQUIRE CCS TO INDEMNIFY THE DISTRICT OR THEIR EMPLOYEES, OR AFOREMENTIONED AGENTS FOR ANY CLAIMS BY THIRD PARTIES FOR DAMAGES OR LOSSES ARISING OUT OF OR SOLELY CAUSED BY THE NEGLIGENCE OF THE DISTRICT OR ITS EMPLOYEES OR AGENTS.

Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

Throughout the term of the Agreement CCS shall carry Commercial General Liability coverage of \$1,000,000 combined single limit policy aggregate; and \$500,000 combined single limit per occurrence. CCS shall carry Business Auto Liability coverage of \$1,000,000 combined single limit per occurrence. CCS shall provide Certificates of Insurance to District ISD upon execution of this MOU.

VI. NOTICE

All notices and correspondence given pursuant to this MOU must be in writing and sent to the following individuals and addresses:

Johnnie Wardell, Executive Director
Central County Services
304 South 22nd Street
Temple, TX 76502

Buckholts ISD
Attn: Superintendent of Schools
203 South 10th Street
Buckholts, Texas 76518

VII. GOVERNING LAW

The laws of the State of Texas will govern this MOU. Venue shall be in Milam County, Texas.

VIII. BINDING AUTHORITY

The individuals represented by the CCS and Buckholts ISD signatures below represent that they have full authority to enter into this MOU.

In signing this MOU, CCS and Buckholts ISD affirm their mutual interest to allow CCS to provide school based mental health care to Buckholts ISD students with mental illness or intellectual and developmental disabilities who are enrolled in or newly referred to Children's Mental Health Services.

Johnnie Wardell, Executive Director
Central Counties Services

Date:

Superintendent
Buckholts Independent School District

Date: