

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement” or “MOU”) is made and entered into by and between **Judson Independent School District (JISD)**, the fourth largest school district in Bexar County, and the Bexar County Board of Trustees for Mental Health Mental Retardation Services dba **The Center for Health Care Services (CHCS)**, a political subdivision of the state of Texas and the Bexar County local mental health authority authorized under Section 531.001 of the Texas Health and Safety Code which provides quality integrated care to improve the lives of children and adults with mental health conditions, substance use challenges and intellectual or developmental disabilities.

R E C I T A L S

Judson Independent School District and **The Center for Health Care Services** desire to enter a Memorandum of Understanding (MOU) to establish a framework of cooperation and a close working relationship.

Judson Independent School District finds that entering in to such a MOU with **The Center for Health Care Services** serves a public purpose and can enhance education and healthcare capabilities in San Antonio.

NOW, THEREFORE, Judson Independent School District and **The Center for Health Care Services**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

T E R M S

I. Organization

Judson Independent School District (JISD): On December 10, 1966, the Judson Independent School District became the newest independent school system in Bexar County. It has since evolved from a small system with 432 students to a vibrant, diverse, and modern educational organization with more than 24,000 students. JISD encompasses 55.87 square miles and currently serves the incorporated cities of Converse, Kirby, and Selma as well as portions of Live Oak, Universal City, San Antonio, and Schertz. Elementary campuses are based on the community school concept, in which most are located in the neighborhoods they serve. The district’s middle schools continue to provide a foundation for student success at the high school level. The educational experience at the high school level is bolstered by strong academics, extracurricular opportunities, and strong traditions for students.

The Center for Health Care Services (CHCS): CHCS is the Bexar County local mental health authority authorized under Section 531.001 of the Texas Health and Safety Code, dedicated to improving the health outcomes of underprivileged communities. CHCS provides comprehensive healthcare services, including primary care, mental health services, and community-based health education programs. Through its network of clinics and outreach initiatives, CHCS works to eliminate health disparities by offering accessible, high-quality health care to all individuals, regardless of their ability to pay, while also focusing on preventive care and wellness to foster a healthier community.

II. Recognition

Judson Independent School District (JISD) and The Center for Health Care Services (CHCS) recognize that collaborative efforts between educational and healthcare organizations are crucial for fostering holistic

community well-being. This MOU embodies the commitment of both organizations to work together in ways that leverage each party's strengths for mutual benefit. JISD acknowledges that CHCS' expertise in health and social services significantly enhances the support systems available to students and their families, addressing crucial socio-emotional and health-related needs that extend beyond the traditional educational framework. Conversely, CHCS recognizes that collaborating with JISD provides a unique opportunity to reach families and youth in educational settings, facilitating earlier and more proactive health interventions.

Both organizations affirm that this partnership will lead to enhanced outcomes for students, families, and the broader community by:

- Integrating educational and healthcare services to provide a comprehensive support network that is more accessible and effective.
- Promoting the well-being of students, which is essential for academic and personal success, thereby fostering a healthier, more educated community.
- Facilitating community engagement and empowerment through joint initiatives, thereby strengthening community ties and resilience.

The collaboration outlined in this MOU is thus recognized as not only beneficial to both JISD and CHCS but as a pivotal enhancement to the community's overall health and educational infrastructure. Through this partnership, both organizations commit to a shared vision of improving lives and nurturing the future leaders of the community.

III. Principles of Cooperation

1) Referral Collaboration:

- Identification and Assessment: JISD staff will be trained to recognize signs that a youth might benefit from mental health services through CHCS.
- Referral Process: JISD campus staff will learn about the services offered by CHCS and connect families to the agency. The Legally Authorized Representative (LAR) will be responsible for making the initial contact with CHCS.
- Mental Health Training / Professional Development: CHCS will provide training to JISD teachers and staff on various mental health topics. This initiative aims to enhance their understanding of mental health issues and equip them with the skills necessary to identify signs of emotional, social, or psychological challenges among students, which may necessitate a referral for additional services.

2) Space Provision for CHCS Services:

- Physical Space Allocation: JISD agrees to provide physical space at the Judson ISD Wraparound Service Center, Educational Resource Center and all school campuses for CHCS staff to conduct social services. This space will be equipped with the necessary facilities to ensure that CHCS can offer its services effectively and confidentially.

3). Costs for services:

- The services provided by CHCS under this agreement will be done at no cost to Judson ISD.

4). Background Checks"

- As part of the MOU process, CHCS Care Managers will undergo a background check, as required by JISD policy. CHCS will cooperate fully with JISD in the completion of said background checks. JISD will accept CHCS

thorough background checks with proper documentation provided. CHCS will cover the administrative costs of background checks.

5). HIPPA:

- CHCS agrees to follow HIPPA regulations to protect student/patient privacy while facilitating the efficient and secure exchange of health information. The HIPAA Privacy Rule, established by the Health Insurance Portability and Accountability Act of 1996, sets national standards for protecting the privacy of individuals' protected health information (PHI). It aims to balance the need for access to health information with the need to protect patient privacy.

6). FERPA:

- CHCS agrees to follow FERPA regulations protecting the privacy of student education records. FERPA, or the Family Educational Rights and Privacy Act, is a US federal law that protects the privacy of student education records. It applies to educational institutions that receive funding from the U.S. Department of Education.

IV. Implementation

This MOU shall take effect upon its signing by authorized representatives of **Judson Independent School District (JISD)** and representatives of **The Center for Health Care Services (CHCS)** and be valid for a period of one year.

This MOU may be amended by mutual written agreement of both parties, and it is understood by both parties that at any time this Memorandum of Understanding may be terminated by thirty (30) days written notification from either party to the other.

Six months prior to termination, the parties shall meet to review the progress and success of the Memorandum of Understanding and determine whether it shall be extended for an additional one year. In no event shall any single extension of this Memorandum of Understanding be for a term exceeding one year.

V. Service Delivery

This section outlines the specifics of how CHCS will deliver the agreed-upon services to the students Judson ISD at the Judson ISD Wraparound Service Center, Educational Resource Center or Judson ISD school campuses.

A. Scope of Services

- CHCS will provide the following services under the Texas Resilience and Recovery (TRR) Curriculum:
 1. **Life Skills Training:** This will include, but is not limited to, curriculum-based instruction and interactive activities focused on:
 - Effective communication skills
 - Problem-solving and decision-making
 - Time management and organization
 - Conflict resolution
 - Building healthy relationships
 - Self-advocacy skills

2. **Social Skills Development:** This component will address:
 - Understanding social cues
 - Appropriate social interaction
 - Empathy and perspective-taking
 - Cooperative learning and teamwork
 - Managing peer relationships
3. **Anger Management:** This will include strategies and techniques for:
 - Identifying anger triggers
 - Developing coping mechanisms
 - Learning relaxation techniques
 - Improving impulse control
 - Communicating assertively without aggression

CHCS's Community Health Awareness of Adolescents and Teens (CHAAT) program will provide mentoring groups at designated schools. These groups will consist of cognitive behavioral therapy (CBT), dialectical behavioral therapy (DBT) and life skills groups that will help mitigate mental health issues and decrease crisis episodes.

B. Service Delivery Model

- Services will be delivered through a combination of:
 - **Group Sessions:** CHCS will conduct group sessions with students, according to the approved curriculum-based program with an emphasis on non-instructional time being interrupted, with a target group size of 3 to 8 students. The sessions will be held at the students' campus of enrollment, Monday through Friday during "mascot" time.
 - **Individual Sessions:** CHCS will provide individual sessions to students who require more intensive support or who are identified as needing specific interventions. The frequency and duration of individual sessions will be determined in collaboration with the campus administrative staff, to include the school counselor and/or school social worker, considering the student's needs and available resources.
 - **Workshops/Presentations:** CHCS will conduct workshops or presentations for parents/guardians, school staff, or the wider school community, as agreed upon by both parties.

VI. Miscellaneous

1. **Term.** This MOU shall be in effect beginning on the Execution Date and terminating one (1) year from that date. The Parties may continue this MOU for an additional period of one (1) year at the end of each one (1) year term unless previously terminated. This MOU may be terminated by either party, without cause, at any time, by giving the other party written notice at least thirty (30) days prior to the effective date of termination.
2. **Powers.** This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other.
3. **Modifications.** This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

4. **Indemnification.** To the extent authorized by the Constitution and the laws of the State of Texas, each party shall indemnify and hold harmless the other party, its officers, directors, employees, members and agents and each of them from any claims, actions, demands or liabilities whatsoever that may arise out of any act or omission, breach of this MOU, or other activity conducted by the other in connection with the Agreement.

5. **Venue.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Bexar County, Texas.

6. **Governmental Entity.** The Parties acknowledge that both JISD and CHCS are political subdivisions of the State of Texas and under the Constitution and laws of the State of Texas, possess certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this MOU, nothing in this MOU is intended to be, nor will it be construed to be, a waiver of JISD's or CHCS' sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege.

7. **Assignment.** Neither party shall not transfer, pledge or otherwise assign this MOU, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of the other party. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

8. **Severability.** The parties intend for the various provisions of this MOU to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

IN WITNESS WHEREOF, this instrument has been executed by an authorized representative on behalf of **Judson Independent School District**, and on behalf of **The Center for Health Care Services**.

Judson Independent School District

By: _____
Print Name

Title

Signature

Date signed: _____

The Center for Health Care Services

By: _____
Print Name

Title

Signature

Date signed: _____