

MEMORANDUM OF UNDERSTANDING
for the

HANDLE WITH CARE PROGRAM
between
HILL COUNTRY COMMUNITY MHMR CENTER
and the

**UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT,
The CITY OF UVALDE POLICE DEPARTMENT, and
The UVALDE COUNTY SHERIFF'S DEPARTMENT**

This **MEMORANDUM OF UNDERSTANDING** ("MOU ") is entered into between

"HCCMHMRC"

HILL COUNTRY COMMUNITY MHMR CENTER
ATT: TOD CITRON, Chief Executive Officer
819 Water St., Suite 300
Kerrville, TX 78028
Phone: 830-792-3300
E-mail: contracts@hillcountry.org

A community center and unit of local government under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., as amended,

"SCHOOL DISTRICT "

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Attn: ASHLEY CHOHLIS, Superintendent
1000 North Getty St.
Uvalde, Texas 78801
Phone: 830-278-6655
Email: achohlis@uvaldecisd.net

A consolidated independent school district located in the city of Uvalde, Uvalde County, Texas.

"PD"

CITY OF UVALDE POLICE DEPARTMENT
Attn: CHIEF HOMER DELGADO
964 W. Main St.
Uvalde, Texas 78801
Phone: 830-278-9147
Email: hdelgado@uvaldetx.gov

A law enforcement agency that maintains law and order in the specific geographic area of Uvalde, Texas. It enforces laws, investigates crimes, and offers various community services.

“SD”

UVALDE COUNTY SHERIFF’S DEPARTMENT
Attn: SHERIFF RUBEN NOLASCO
339 King Fisher Ln., Box 1
Uvalde, Texas 78801
Phone: 830-278-4111
Email: sheriff@uvaldecounty.gov

A sheriff-led, county-level law enforcement agency. Its primary responsibilities include maintaining law and order in the unincorporated areas of the county. It enforces laws, investigates crimes, and provides various community services.

The **PARTIES** shall be referred to collectively as the “**PARTIES**” and individually as a **PARTY**.

RECITALS

WHEREAS the **PARTIES** believe that their missions and programs are compatible and are firmly committed to serving the needs of students exposed to trauma or violence through the **HANDLE WITH CARE PROGRAM (“HWC PROGRAM”)**. The **HWC PROGRAM** is a community-wide collaborative effort that alerts participating school districts when a student has witnessed or experienced a violent or traumatic event involving law enforcement responses.

WHEREAS the **PARTIES** are entering into this **MOU** to establish their mutual agreement for this collaborative and strategic partnership among all **PARTIES** and to outline their respective purposes, responsibilities, and commitments related to the **HWC PROGRAM**.

NOW, THEREFORE, considering the mutual promises set forth below, the **PARTIES** aim to clarify the partnership’s goals and objectives, along with each **PARTY’S** respective roles and responsibilities.

ARTICLE I. **PURPOSE**

The **PARTIES** aim to pilot a locally focused initiative addressing children’s exposure to violence and trauma. Childhood exposure to violence and trauma, without adequate support, is often linked to an increased risk of adverse emotional, behavioral, and physical health outcomes throughout one’s lifespan. Children who experience violence and trauma also face a greater risk of poor educational results and are more likely to engage in the criminal justice system later in life, thereby contributing to cycles of violence across generations. This project directly targets the goal of reducing the adverse effects of trauma exposure by providing on-site, trauma-informed interventions from qualified mental health professionals to children identified by local law enforcement and school staff.

ARTICLE II. **GENERAL UNDERSTANDING BETWEEN THE PARTIES**

The general understanding of the **PARTIES** regarding the **HWC PROGRAM** within the **SCHOOL DISTRICT’S** geographic boundaries is that the phrase “trauma or violence” may be interpreted broadly and, by way of example and not limitation, may mean and include any event where a student is a victim or witness, is involved in, or is questioned about any of the following scenarios involving law enforcement intervention: abuse of a family member, loved one, or pet; child neglect; child custody, visitation, or support; other domestic relations controversies involving law enforcement intervention;

community violence; criminal activities; loss of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness or substance abuse by a parent or caregiver; hospitalization or family illness; incarceration of a parent or family member; sudden, unexpected, or frequent changes in caregiver, school, program, or home life; natural disasters; or similar acts, accidents, or experiences. If there is any doubt about whether a student has experienced trauma or violence involving law enforcement intervention, judgment should be exercised in the best interests of the student in favor of the **HWC NOTIFICATION**. The **HWC NOTIFICATION** procedure is currently under development. Specific details, including operational procedures, roles, and responsibilities, are being finalized by designated personnel. Once established, the finalized **HWC NOTIFICATION** process will be incorporated into this Agreement by written addendum. All parties agree to cooperate in good faith to review and adopt the finalized **HWC NOTIFICATION** procedure upon issuance of the addendum.

ARTICLE II. RESPONSIBILITIES OF HCCMHMRC

- A. **HCCMHMRC** will disseminate **HWC PROGRAM** Training Elements to **SCHOOL DISTRICT** administrators, mental health and counseling staff, nursing staff, teachers, paraprofessional staff, and non-instructional staff. The personnel will receive **HWC PROGRAM** training to ensure they are equipped to support students identified in the **HWC NOTIFICATIONS** and to address the trauma and grief-related mental health needs of these students.
- B. **HCCMHMRC** will disseminate **HWC PROGRAM** Training Elements to **PD** and **SD** officers, administrators, staff, and employees. These groups will receive **HWC PROGRAM** training to ensure they are equipped to support students identified in the **HWC NOTIFICATIONS** and address their trauma—and grief-related mental health needs.
- C. **HCCMHMRC** will provide mental health services, including case management, skills training, assessments, and/or engagement conducted by a **Qualified Mental Health Professional (QMHP)** or a **Mental Health Peer Specialist (MHPS)** to ensure continuity of care.
- D. **HCCMHMRC** will offer crisis mental health services to students twenty-four (24) hours a day, fifty-two (52) weeks a year.
- E. Upon receipt of a **CLINICAL REFERRAL REQUEST FORM (“REFERRAL”)**, which is currently under development. Specific details, including operational procedures, roles, and responsibilities, are being finalized by designated personnel. Once established, the finalized **REFERRAL** procedure will be incorporated into this Agreement by written addendum. All parties agree to cooperate in good faith to review and adopt the finalized **REFERRAL** procedure upon issuance of the addendum.

The Mental Health Provider will:

- 1. Contact the student’s parent or guardian to schedule the initial Intake Assessment within 48 hours of receiving the **HWC NOTIFICATION**.
- 2. Coordinate with school staff to determine the least disruptive time in the child’s schedule for continuous trauma-focused services and other interventions.
- 3. Provide continuous on-site trauma-focused services and supplementary interventions to the identified child.
- 4. Keep school personnel updated on the status of service provisions.

**ARTICLE III.
SCHOOL DISTRICT RESPONSIBILITIES**

- A. The **SCHOOL DISTRICT** will appoint a designee or designees to receive all **HWC NOTIFICATIONS** from the **PD** and **SD** and will forward them to the designated point persons within each **PARTY**.
- B. The **SCHOOL DISTRICT** will ensure that all administrators, mental health and counseling staff, nursing staff, teachers, paraprofessional staff, and non-instructional staff are familiar with the **HWC PROGRAM** and its protocols.
- C. The **SCHOOL DISTRICT**, upon receiving a **HWC NOTIFICATION** sent by the **PD** or **SD** identifying a student exposed to trauma or violence, will ensure that the designated point person or persons within each school district distribute the **HWC NOTIFICATION** to the student's relevant teachers, social workers, guidance counselors, and any other appropriate staff identified by the school.
- D. If the identified student exhibits behaviors that are inconsistent with their typical manner, the **SCHOOL DISTRICT** will provide additional support, such as postponing a test, accepting a missed assignment, or allowing them to rest if they are having difficulty focusing or staying awake, while otherwise not addressing the student regarding the incident.

**ARTICLE IV.
UVALDE PD AND UVALDE SD RESPONSIBILITIES**

- A. When the **PD** and **SD** encounter a student exposed to trauma or violence as described in ARTICLE I, the **PD** and **SD** officers shall send a **CONFIDENTIAL NOTIFICATION** to the **SCHOOL DISTRICT** and **HCCMHMRC**, using the **HWC NOTIFICATION** System to state the student's name, approximate age, school attended if known, the approximate time of the event, and the acronym "**HWC NOTIFICATION**" as the subject line item. **HWC NOTIFICATIONS** should not include specific details about the incident to maintain the privacy and confidentiality of the students and their families.
- B. The **PD** and **SD** shall use the **HWC NOTIFICATION** System to enter basic information about the student (student's name, age, and school name) along with a note to "**HANDLE WITH CARE.**" The **HWC NOTIFICATION** will then send an alert to the relevant **SCHOOL DISTRICT** and selected personnel at the student's school, enabling those personnel to monitor and address potential mental health needs arising from the student's exposure to trauma or violence.

**ARTICLE V.
MUTUAL AGREEMENTS**

The **PARTIES** mutually agree:

- A. **CONFIDENTIAL** information regarding event details will not be included in the **HWC NOTIFICATION**.
- B. The services and responsibilities of the **PARTIES** outlined in this **MOU** are not intended to be legally binding; rather, this **MOU** is established solely to assist the **PARTIES** in documenting their collaborative efforts.

- C. The **PARTIES** agree that the **NOTIFICATIONS** may be retained as permitted or required by applicable law for purposes consistent with the intent of this **MOU**. However, they will not be part of any student's permanent record.
- D. The services and responsibilities of the **PARTIES** to one another under this **MOU** shall be provided at no cost to the other **PARTIES**.
- E. To maintain open communication to achieve the purpose of this **MOU** .
- F. To work cooperatively to meet all requirements of this **MOU** .
- G. Collaborate to conduct treatment planning and care coordination activities in a person- and family-centered manner.
- H. To conduct business in a professional and respectful manner, any disagreements between the **PARTIES** should be brought to management's attention for resolution.
- I. Any oral representations or modifications concerning this **MOU** will be void unless made by a subsequent written modification executed by both **PARTIES**.
- J. The **PARTIES** acknowledge and agree that no **PARTY** shall be liable to any other **PARTY** for breaches of this **MOU**, except for damages resulting from gross negligence, willful misconduct, or violations of applicable law by such **PARTY**.

ARTICLE VI. TERM and TERMINATION

This **MOU** is effective as of the latter date of execution by the **PARTIES** and will continue through **MAY 31, 2026, unless terminated earlier**. The term of this agreement may be extended by mutual written agreement of all **PARTIES**. Any **PARTY** may terminate this **MOU** by providing thirty (30) days' written notice to all other **PARTIES**; upon the effective date of such termination, this **MOU** shall become null and void.

ARTICLE VII. FISCAL PROVISIONS

This **MOU** is non-financial. No amount is owed to either **PARTY** because of this **MOU**. Charges will not be incurred, and no exchange of funds will occur as a result of this **MOU**.

ARTICLE VIII. INDIVIDUAL'S RIGHT TO PRIVACY

- A. The **PARTIES** will coordinate care and protect Protected Health Information ("PHI") in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, the Texas Medical Practices Act ("TMPA") (Act 1999, 76th Leg., Ch. 388, Sec. 1, eff. September 1, 1999), and other federal and state laws, including privacy requirements. The **PARTIES** agree not to use, disclose, or permit the use or disclosure of PHI in a manner that would violate the requirements under HIPAA and TMPA. The **PARTIES** shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this **MOU**. Each **PARTY** agrees to request individuals' consent to disclose their health

information as required by state and federal law and regulations. Each **PARTY** shall follow individuals' preferences for shared PHI, consistent with the person and family-related consent philosophy.

- B. This Section VIII shall survive the termination of this **MOU**.

ARTICLE IX. INSURANCE

- A. The **PARTIES** shall maintain insurance of the types and amounts stated below, at no additional cost to each other.

<u>Type of Insurance</u>	<u>Minimum Liability</u>
Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000.00
Professional Errors and Omissions	\$1,000,000.00

- B. Immediately after executing this **MOU** and upon each yearly renewal thereafter, the **PARTIES** shall provide each other with copies of all insurance policies and shall not cancel any of these policies without the written approval of the **PARTIES**. To the extent permitted by law, the policies shall include an agreement from the insurer waiving the right to subrogation.
- C. In the event of a breach of any provision of this **MOU**, or if a notice is received indicating that any required insurance coverage will be diminished or canceled, the **PARTY** will have three (3) business days to remedy the breach. Otherwise, the **PARTIES** may, notwithstanding any other provision of this **MOU** to the contrary, immediately declare a material breach of this **MOU** and suspend all further work under this **MOU**.
- D. It is understood that the **PARTIES** shall operate independently, with each **PARTY** solely responsible for its services and not assuming liability for services provided by another **PARTY**.

ARTICLE X. RELIEF

- A. Except where a **PARTY** to this **MOU** seeks emergency judicial relief, the **PARTIES** agree to negotiate in good faith to resolve any disputes related to this **MOU** that may arise, regardless of when the conflict occurs. If a dispute cannot be resolved through negotiation, it shall be mediated between the **PARTIES** before resorting to litigation. The **PARTIES** shall select a mutually acceptable mediator and share the costs of mediation services equally.
- B. The **PARTIES** agree that any action brought to enforce any of the provisions of this **MOU** for declaratory relief shall be filed and remain in a court of competent jurisdiction in Uvalde County, Texas.
- C. Personnel provided or hired by the individual **PARTIES** are not employees of one another and are not entitled to any direct compensation or benefits from each other. Personnel provided or hired by each **PARTY** shall be engaged to fulfill the terms of this **MOU**.
- D. Subject to the Constitution and laws of the State of Texas, the **PARTIES** agree to hold each other harmless and defend and indemnify one another and their respective agents, officers, and employees from all liability, claims, actions, costs, damages, or losses of any kind (including but not limited to injuries, damage to person and/or property, or any loss or cost) arising out of the

performance of services outlined in this **MOU**. This obligation to hold harmless, defend, and indemnify shall continue beyond the term of this **MOU** or any extension thereof.

- E. The **PARTIES** to this **MOU** understand that, under the Constitution and the laws of the State of Texas, they cannot agree to indemnify or hold harmless any other **PARTY**; therefore, all references to indemnifying, holding, or saving harmless for any reason are hereby deleted. Each **PARTY** shall be responsible for the acts or failures to act of its employees, agents, or servants, subject to the terms, provisions, and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

ARTICLE X. MISCELLANEOUS

- A. This **MOU** shall be governed by and interpreted by the laws of the State of Texas regarding all matters, including but not limited to validity, construction, effect, and performance, without regard to conflict of law principles. All actions related to this **MOU** shall be brought in a court of competent subject matter jurisdiction in Uvalde County, Texas.
- B. This **MOU** constitutes a complete agreement between the **PARTIES** concerning matters specified herein. It supersedes all prior representations or agreements, whether oral or written, regarding such issues. No oral modification or waiver of any provision of this **MOU** shall be binding on either party. Any changes, additions, or deletions to the terms of this **MOU** shall be in writing and executed by all **PARTIES**. No third party shall be considered a third-party beneficiary under this **MOU**, nor shall any third **PARTY** have any rights because of this **MOU**. Notwithstanding any provision of this **MOU**, the **PARTIES** agree that nothing in this **MOU** is intended to be, nor will it be construed as, a **WAIVER OF THE SOVEREIGN IMMUNITY** of the State of Texas, or a prospective waiver of any rights, remedies, claims, and privileges of the State of Texas.
- C. Neither **PARTY** shall assign or transfer its rights or obligations under this **MOU** without the prior written consent of the other. Subject to these provisions, all covenants, conditions, and obligations contained in this **MOU** shall bind and inure to the benefit of the permitted successors and assigns of each **PARTY**, as if each such successor and assign were named as a **PARTY** in the **MOU**.
- D. **ENTIRE AGREEMENT.** This **MOU**, along with its attachments and exhibits, constitutes the entire agreement of the **PARTIES** concerning the matters outlined herein and supersedes any prior understandings or agreements, whether oral or written, relating to such issues.
- E. **ADDITIONAL ASSURANCES.** At the request of any **PARTY**, the **PARTIES** shall execute any additional instruments and take any further actions that may be reasonably required to fulfill the intent and purposes of this **MOU**.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, as evidenced by their signatures below, the **PARTIES** hereto have signed on behalf of their organizations as duly authorized representatives and agree to be bound by the terms of this **MEMORANDUM OF UNDERSTANDING** between the **PARTIES**.

UVALDE COUNTY CONSOLIDATED SCHOOL DISTRICT

By: _____
ASHLEY CHOHLIS, Superintendent

Date: _____

CITY OF UVALDE POLICE DEPARTMENT

By: _____
CHIEF HOMER DELGADO

Date: _____

UVALDE COUNTY SHERIFF'S DEPARTMENT

By: _____
SHERIFF RUBEN NOLASCO

Date: _____

HILL COUNTRY COMMUNITY MHMR CENTER

By: _____
TOD CITRON, CHIEF EXECUTIVE DIRECTOR

Date: _____