

Letter of Agreement

2915 S. Burleson Blvd
Burleson, Texas 76028

Aledo ISD
1008 Bailey Ranch Rd.
Aledo, TX 76008

Dear Aledo ISD:

This letter (the "Agreement") summarizes my understanding of the agreement that we reached on *June 4, 2020*, after our meeting. Prior negotiations took place on *May 21, 2020*. If this Agreement is acceptable to you, please sign below in the space designated for your signature.

As I understand it, we have agreed as follows:

1. Agreement

It is my understanding we have agreed to the following in regards to: Partnership between Aledo Independent School District (*ISD*) and Mind Above Matter LLC "MAM" for on-site mental health programming, referred to as "I-Matter"

Purpose: A partnership between Mind Above Matter and (*ISD*) Aledo Independent School District to make mental health services more accessible to *ISD* students.

-Located on (*ISD*) *Daniel Ninth Grade* campus, which is more accessible as an in-district location. Mind Above Matter staff will collaborate with *ISD* staff to identify and assist students/guardians in enrolling in mental health support, thereby targeting students in need that would otherwise go unidentified until symptoms worsen or inpatient hospitalization was required.

-To make the transition to and from treatment and the school day easier for the student Partial Hospitalization Program and Intensive Outpatient Program are held after school hours so student does not have to be withdrawn from *ISD*. No need to re-enroll the student in *ISD* after program completion. The student will have continued with their typical school day, addressing social/emotional/academic issues while in treatment, thereby creating a more seamless re-integration process.

-More frequent collaboration with the student's school counseling and intervention team, and teacher in order to actively address school adjustment concerns and behaviors throughout the treatment process.

-Insurance will be billed for students that have coverage. Deductibles and copays will be collected by manageable payment plans if needed. Students that are uninsured or underinsured will be offered an opportunity for a program scholarship. Parent and guardian will sign a commitment agreement for compliance and completion of the

program. The student will be allowed to participate in programming free of cost or at a reduced and affordable rate or the student may be sponsored by the school district if funding is available.

Mind Above Matter will offer Intensive Outpatient Program (IOP) and Partial Hospitalization Program (PHP) treatment options on the *Daniel Ninth Grade Campus*. *Daniel Ninth Grade* will provide a room 3 days a week Tues, Wed, Thurs. with times to be determined during the implementation meeting for IOP programming. *Daniel Ninth Grade* will provide a room 5 days a week M-F with times to be determined during the implementation meeting for PHP programming. Programming will be offered to *ISD* students ages 11-18 or older than 18 if student is still enrolled in school.

System Description: IOP will be offered in 6 week intervals for students and PHP will be offered in 2 week intervals. Students will work regularly with Mind Above Matter therapists in group sessions during treatment days. They will also participate in individual/family therapy 1-2 times a week and will have a medication provider visit on campus during programming 1-2 times a week (depending on level of care) and based on medical necessity. Mind Above Matter staff (therapists, interns, and medication providers) will work closely with *ISD* staff (Intervention Specialists, counselors, teachers, etc.) to create individualized treatment plans for each student. They will stay in regular contact at least once per week to collaborate on the students' behavior, presentation, and needs during the school day and during treatment programming. A comprehensive discharge plan will be created by both Mind Above Matter staff and *ISD* staff to identify a seamless transition to and from programming to the classroom. *ISD* will provide a Case Manager to help facilitate collaboration and communication between the student, home, and MAM providers.

IOP will be held Tues., Wed., Thurs. from at *times to be negotiated depending on needs of the ISD*). For each age group, we need at least 3 enrollees at any point in time. Intake appointment is scheduled by MAM Customer Service and parent/guardian and student are asked to meet at *a student's home* campus for face to face intake. Students that have insurance will participate in programming through their insurance coverage. If they have copays or deductibles that are difficult to pay, Mind Above Matter will work out flexible payment plans or offer scholarships for the family. Students that do not have insurance coverage or are under-insured will be offered scholarships for cost-free participation in programming based on availability and need. This is contingent upon the family signing a scholarship agreement to comply with program requirements and completion. Students must meet program criteria as outlined as meeting medical necessity for PHP or IOP levels of care. We will refer students that have the following conditions to our Mind Above Matter Keller office campus for programming: eating disorders, severe aggression, sexual acting out, psychotic features. If a student does not qualify for the PHP or IOP level of care, Mind Above Matter will offer appropriate support and services in lieu of these options to ensure the student has mental health support available (outpatient therapy, outpatient medication management, in-home case management, etc.). Students may be divided into two age groups with minimum age of 11 for programming, Grades

5-8 and Grades 9-12. Mind Above Matter will provide one therapist (LMSW , LMFT or LPC) and one intern per every 12 students in an age group. Mind Above Matter will provide one medication provider for programming. Mind Above Matter will provide their own technology for documentation and their own materials for programming.

Mind Above Matter will comply with all company, state, and federal regulations/laws for medical documentation, compliance, and privacy. Constraints include:

-Students cannot be contacted by Mind Above Matter staff until the student's guardian has given written permission for contact.

-Students cannot be enrolled in programming without the student guardian's consent
Programming cannot be provided at any one time with less than 3 students enrolled per age group.

Management Overview: Mind Above Matter Director of Off-Site Services and Director of Operations will work in conjunction with ISD Coordinator to continuously refine details and concerns as program is launched. Director of Off-Site Services will be responsible for overseeing and implementing any changes identified or needed with Mind Above Matter staff or processes. ISD Coordinator will be responsible for overseeing and implementing any changes identified or needed with ISD staff or processes.

Security and Privacy: All Mind Above Matter company policies will be followed for protection of the student and the student's health information. All state and federal regulations/laws will be followed in regards to privacy and HIPAA for mental health treatment. 2.3.1 Security Set Up During Implementation ISD *Daniel Ninth Grade* campus will be the location for the program pilot. The area identified for program use will be deemed safe for IOP/PHP level of care students. This requires that the space have: Wi-fi for a hot spot, space to keep a file cabinet for medical records, two separate spaces for each age group with a minimum age of 11 (grades 5-8) and (grades 9-12), first aid kit, separate room for intakes and counseling sessions. This requires that the space be free of: sharp objects, chemicals, tools, glass

Staffing Requirements: Mind Above Matter will provide a LMSW, LCSW, or LPC for every 12 kids per age group. Mind Above Matter will provide an intern to back-up the therapist in group for every 12 kids per age group. Mind Above Matter will provide a Psychiatric Nurse Practitioner or Psychiatrist for programming.

Performance Monitoring: Mind Above Matter Director of Off-Site Services, will be responsible for oversight of MAM staff performance/concerns/disciplinary action as related to the program partnership. ISD Coordinator, will be responsible for oversight of ISD staff performance/concerns/disciplinary action as related to the program partnership.

2. Term

The term of this Agreement ("Term") will commence as of August 19, 2020, and will continue in effect for one year, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner

described in Paragraph 11 of this Agreement or as otherwise provided for in this Agreement.

3. Force Majeure

Neither of us will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

4. Notice

Any notices to be given under this Agreement by either of us may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

5. No Other Agreement

This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

6. Governing Law

This Agreement shall be interpreted in accordance with the laws of Texas. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

7. Attorney's Fees

We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

8. Remedy of the Parties

Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

9. Assignment

This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.

10. Relationship of the Parties

It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.

11. Termination

Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

- (a) A breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement;
- (b) A force majeure event that continues for a period of thirty (30) days; or
- (c) The death or incapacity of either of us during the Term

In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

12. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

Mind Above Matter
2915 S. Burlison Blvd
Burlison, Texas 76028

Accepted and agreed to on _____, 20__ by

ISD Representative