



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Agenda Item Summary

Meeting Date: July 19, 2023

Agenda Section: Consent

Agenda Item Title: Approve the Memorandum of Understanding between Rise Recovery and SSAISD.

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Charlie Gallardo, Director of Guidance and Counseling

Description: This is an agreement between SSAISD and Rise Recovery. Rise Recovery will perform coaching/counseling services including but not limited to presentations and educational classes to students, staff, and families as well as one-on-one and group coaching/counseling sessions for students.

Historical Data: The Board approved this same agreement with Rise Recovery on July 21, 2021.

Recommendation: Approve the Memorandum of Understanding between Rise Recovery and SSAISD.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: 289 E 11 6299 00 823 3 00 0 04 \$28,800



MEMORANDUM OF UNDERSTANDING

BACKGROUND

Rise Recovery (Rise) is a Texas non-profit 501 (c)(3) organization whose mission is to help teens, young adults and families overcome the effects of drugs and alcohol and partner with the community in education and prevention.

Rise Recovery's staff are trained in working directly with youth populations for direct-care services related to substance and alcohol use, education and early intervention and prevention.

EFFECTIVE DATES

This Agreement is made and entered into this the 19th day of July, 2023, and effective when signed by the last party to execute, by and between South San Antonio

Independent School District, a political subdivision of the State of Texas, hereinafter called "ISD" or "District", and Rise Recovery, a Texas 501 (c)(3) non-profit hereinafter called "Rise" each a "Party", collectively the "Parties". The duration of this agreement will continue until the last day of the month prior to the month of the effective date.

ARTICLE I: *PURPOSE*

1.01 The purpose of this Agreement is to set out the responsibilities of the Parties hereto and serve as a working agreement between the Parties, the goal of which is to provide evidence-based recovery services to ISD students and families seeking recovery from substance use and addiction.

ARTICLE II: *AGREEMENT*

- 2.01** Rise agrees to perform coaching/counseling services including but not limited to presentations and educational classes to students, staff and families as well as one-on-one and group coaching/counseling sessions for students.
- 2.02** Additional services such as Smoking Cessation, Youth Leadership and Youth Mental Health Awareness are available at an additional cost as defined in Article IV.
- 2.03** Rise agrees to perform the services specified at any location within the ISD as deemed appropriate by the ISD. The ISD agrees to provide Rise with a minimum of 48 business hours written notification if the needs of the ISD change and a new location is required for services.
- 2.04** Rise agrees to provide ISD with sign-in sheets and evaluation services, along with copies of the materials and information used in connection with said services by this Agreement, and will provide any other reporting documents as required and provided by the ISD.



MEMORANDUM OF UNDERSTANDING

- 2.05** Subject to Section 7.06, the ISD, Texas Education Agency, the Comptroller General or any of their duly authorized representatives shall have access to any books, documents, or records of Rise which are directly related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Additionally, Rise shall maintain all required records for five (5) years after all pending matters are closed.
- 2.06** This agreement may be terminated without cause at any time with sixty (60) days written notice by either party. Rise agrees to conclude services upon notification by ISD that the Agreement has been terminated. If it is further understood that the Agreement shall terminate upon completion of all work covered by this Agreement as agreed upon by the Parties pursuant to the Scope of Work set out in Article VIII.

ARTICLE III: NOTICES

- 3.01** All communications and other documentation to the ISD shall be forwarded to the points of contact as shown below.

District Agreement and Program Information

Contact person and title	Charlie Gallardo, Director of Guidance and Counseling
Phone Number	210-977-7304
E-mail address	cgallardo@southsanisd.net
Mailing address	1450 Gillette Blvd, San Antonio, TX 78224

District Human Resources: School Background Check Questions and Information

Contact person and title	Rita Uresti, Executive Director of Human Resources
Phone Number	210-977-7000
E-mail address	rita.uresti@southsanisd.net
Mailing address	1450 Gillette Blvd, San Antonio, TX 78224

- 3.02** All communications and other documentation to Rise shall be forwarded to the points of contact as shown below.



MEMORANDUM OF UNDERSTANDING

Program Information

Contact person and title	Jessica Alcala, YES Program Manager
Phone Number	210-227-2634 ext. 160
E-mail address	JAlcala@RiseRecovery.org
Mailing address	2803 Mossrock, San Antonio TX 78230

Contact person and title	Tifinie Williams, Director of Program Services
Phone Number	210-227-2634 ext. 104
E-mail address	TWilliams@RiseRecovery.org
Mailing address	2803 Mossrock, San Antonio TX 78230

Finance and Accounting Information

Contact person and title	Michael Davis, Director of Finance
Phone Number	210-227-2634 ext. 105
E-mail address	MDavis@RiseRecovery.org
Mailing address	2803 Mossrock, San Antonio TX 78230

ARTICLE IV: FEE INFORMATION

4.01 The Parties agree to the fee and time commitment obligations as shown below:

Fee	\$ 2,400.00 per month for 12 months
Time Requirement	<u>20</u> hours per week for one (1) year from the effective date
Additional Services Rate	\$100 per session
Payment Due Date	Due within fifteen (15) days from receipt of invoice



MEMORANDUM OF UNDERSTANDING

ARTICLE V: *MUTUAL INDEMNIFICATION, HOLD HARMLESS AND SCOPE OF RELATIONSHIP*

- 5.01** It is the intention of the Parties that Rise be an Independent Contractor and not an employee of the ISD under this Agreement. In order to protect the ISD, Rise agrees as consideration herein, to indemnify and hold the ISD harmless from any and all claims, demands, and causes of action of whatever kind or nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of Rise, their agents, and employees in the performance of this Agreement, unless such claim, damage or injury was as a result from the sole negligence of the ISD. It is the intent that this indemnification be mutual, conversely, the District agrees as consideration herein, to indemnify and hold Rise harmless from any and all claims, demands, and causes of action of whatever kind or nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the District, their agents, and employees in the performance of this Agreement, unless such claim, damage or injury was as a result of the sole negligence of Rise.
- 5.02** Rise is an independent contractor and shall be solely responsible for payment of their employees and shall provide, if required, worker's compensation and public liability insurance to protect themselves from liability for injuries or damages to their employees. Rise shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by federal, state or local governmental entity by reason of employment. Rise agrees to hold the District harmless and indemnify from any and all liability the ISD may incur, including without limitation damages of every kind, and nature, out of pocket costs, and legal expenses incurred by reason of Rise's negligence or breach of this Agreement. Conversely, the ISD agrees to hold Rise harmless and indemnify from any and all liability Rise may incur, including without limitation damages of every kind, and nature, out of pocket costs, and legal expenses, incurred by reason of the District's negligence or breach of this Agreement.
- 5.03** Rise covenants and agrees that in performing the specified services under this Agreement as set forth on the Attachment hereto that they are an Independent Contractor and not an officer or agent, servant, or employee of the District and shall have exclusive control of, and exclusive right to control the details and the manner of the work performed. Rise will be free to contract for similar services to be performed for other School Districts while Rise is subject to this Agreement with the District.
- 5.04** Rise must take all precautions necessary for the safety of and prevention of damage to ISD property and for the safety of and prevention of injury to persons, including ISD employees and students, Rise employees, and third parties while on ISD property. The ISD will take responsibility for providing Rise staff and authorized personnel with safe and secure locations to park, store any necessary equipment or personal items, and perform services as set out in this Agreement.



MEMORANDUM OF UNDERSTANDING

ARTICLE VI: *GENERAL PROVISIONS*

- 6.01** In the conduct of this Agreement, Rise shall be subject to the Texas State Board of Education rules and all regulations pertaining to this Agreement. Additionally, Rise shall be subject to the laws of the State of Texas governing this Agreement as well as to all Board policies of the ISD which will be provided by the ISD at the execution of this Agreement. This Agreement constitutes the entire Agreement between the Parties and may only be amended in writing and agreed to by both Parties.
- 6.02** Rise may not assign this Agreement, and any assignment by Rise will render this Agreement null and void.
- 6.03** Nothing in this Agreement shall be deemed to waive, nullify or amend any legal defenses available in law or in equity for the Parties, nor to create any legal rights or claim on behalf of any third party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of themselves, their agents, trustees, officers or employees as a result of entering into this Agreement.
- 6.04** This Agreement shall not benefit or obligate any person or entity who is not a Party. The Parties shall cooperate fully in opposing any attempt by any third party to claim any benefit, protection or other consideration under this Agreement.
- 6.05** To the extent applicable, Rise agrees to comply with all Medicare and Medicaid provisions and regulations as applicable and to cooperate and complete the necessary forms for reimbursement of medical expenses and services as requested by the ISD.
- 6.06** To the extent applicable, Rise and the ISD agree to comply with all provisions and requisites of the Family Education Right and Privacy Act (FERPA), The Health Insurance Portability and Accountability Act (HIPAA) and CFR 42 Part 2 to ensure the confidentiality of all students, Districts, and Rise's records as required by law and pursuant to any of Rise's other funding agreements.
- 6.07** The Agreement shall be performable and enforceable in Bexar County, Texas and shall be construed to be in accordance with the laws of the State of Texas.

ARTICLE VII: *SPECIAL PROVISIONS*

- 7.01** Rise's employees who work with or around students while servicing the District must have a criminal background check conducted before any work is performed, and allow a minimum of five (5) working days for the criminal background check to be conducted. No work can be performed before the background check has been received by the District.



MEMORANDUM OF UNDERSTANDING

- 7.02** Rise assures their employees servicing the Agreement have not been convicted of: 1) A felony under Penal Code, Title 5; 2) An offense or conviction of which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or 3) An offense under the laws of another state or federal law that is equivalent to one of these offenses, AND at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in public school.
- 7.03** Senate Bill 9 directs School District Contractors to obtain fingerprint-based background searches on their employees who have direct contact with students. School District Contractors must establish an account with the DPS FACT Clearinghouse. Background results must be shared with the District by submitting first name, last name, DOB of each individual and beginning work date (before or after January 1, 2008). The District may also elect to send a Rise employee directly for background checks.

ARTICLE VIII: SCOPE OF WORK DETAIL

8.01 *Rise Recovery agrees to:*

- Design and coordinate recovery-oriented support groups for ISD students in conjunction with the goals and standards of care set forth by the ISD.
- Provide educational presentations regarding substance use and recovery to students, parents and staff.
- Provide substance use assessments and/or recovery coaching/counseling to students referred by the ISD.
- Ensure that staff adhere to policies regarding confidentiality, background checks and informed consent.
- Consult directly with designated school representatives.
- Provide monthly consultation sessions to ISD staff as needed.
- Confirm attendance for students and parents at recovery meetings.
- Provide a program liaison who will provide partner accountability, supervision of the collective impact services, crisis management, and care coordination.
- Establish an MOU with participating partners, with District approval, of services to be provided.
- Supply a toolkit which provides policies, processes, and procedures for implementing a collaborative mental health program within a school setting.

8.02 *The District agrees to:*

- Provide adequate facilities in which to conduct confidential coaching/counseling and group sessions.
- Refer a suitable number of appropriate students per group.
- Provide a disciplinary referral history for students referred.
- Share disciplinary referral data aggregately to Rise Recovery to measure the impact of intervention.
- Allow students to provide to Rise Recovery or allow ISD administration to provide directly the following information: school ID, District, campus, first name, last name and student response to a behavioral questionnaire.
- Provide a letter of support for Rise Recovery within thirty (30) days of the effective date of this Agreement summarizing the services provided.



MEMORANDUM OF UNDERSTANDING

ARTICLE IV: SUMMARY OF AGREEMENT

○ Responsibilities

Rise and District will each carry out its respective responsibilities as described in the Program Plan.

○ Fees

District will pay Rise the fee in the amount(s) and on the date(s) as described in the Program Plan.

○ Expenses

Except for expenses to be reimbursed as provided in the Program Plan, Rise and District are responsible for their own expenses in carrying out their activities under this Agreement.

○ Materials

During the Program, Rise may provide students with curricula, lesson plans, reference documents, worksheets, parent communication templates, brochures, posters, forms, and other materials used if any (collectively, "Materials").

○ Ownership of Materials

Rise owns and retains all copyrights and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used or shared by Rise in carrying out the Program. District acknowledges that the Materials are proprietary to Rise, and that no Materials will be deemed a work for hire.

○ License Grant for Program Use

To the extent authorized by law Rise grants District a limited, non-transferable, non-exclusive license to use, copy, and distribute the Materials solely in connection with Program activities. For clarity, District will not (a) independently present the Materials during a lesson, professional development meeting, or workshop, or in any similar teaching or training environment without Rise's prior written consent; (b) provide the Materials to any third party other than teachers and students in the Program; or (c) use the Materials for commercial purposes, make any derivative works of, or otherwise modify the Materials except as permitted under the Program Plan.

○ Compliance with Law

Rise and District will comply with applicable law, including, but not limited to, laws relating to student data collection, security, use, disclosure, and privacy. Heath Connected will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, gender identity, sexual orientation, disability, or national origin.

○ Licenses and Permits

Rise will obtain and keep in force all licenses, permits, and certificates necessary for Program activities under this Agreement.

○ Data Collection

Rise collects, analyzes, and disseminates data about its work in order to evaluate the effectiveness of its programs. District will cooperate with Rise and any consultants or others engaged by Rise in connection with the evaluation of its programs' design, execution, and outcomes. Rise may publish the results of such evaluations but will not identify District without first obtaining District's written consent.



MEMORANDUM OF UNDERSTANDING

○ **External Communication**

Rise may, identify District as a Rise or “school partner” in internal and external communications, including, but not limited to, on Rise’s website and in Rise’s outreach materials. Rise [and District] may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with confidentiality requirements.

○ **Confidentiality**

Rise is subject to 42 CFR Part 2 and the Health Insurance Portability and Accountability Act (HIPAA). Neither Rise nor District will disclose to any third party any participant Confidential Information (defined below) or proprietary information for any purpose other than as needed to implement the Program, without the prior written consent of the releasing and other party. “Confidential Information” means any and all non-public information regarding Rise or District. Confidential Information does not include information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed.

○ **Insurance**

Rise is responsible for its own insurance and will maintain appropriate coverage for its Program activities under this Agreement.

○ **Indemnification**

To the extent allowed by law Rise and District will each defend, indemnify, and hold the other and the other’s directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys’ fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither Rise nor District will have any obligation to indemnify the other to the extent the liability is caused by the other’s gross negligence or willful misconduct.

○ **Limitation of Liability**

To the extent allowed by law nether Rise nor District will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

○ **Termination on Notice**

Either Rise or District may terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective sixty (60) days after delivery of the notice. [If District terminates the Agreement under this Section 6.1, District will pay Rise for work then in progress as invoiced by Rise, and any previous work completed by Rise prior to the termination date for which payment is still outstanding. District will pay such amounts within thirty (30) days of receipt of invoice from Rise.]

○ **Termination for Breach**

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.



MEMORANDUM OF UNDERSTANDING

○ **Return of Property; Survival of Provisions**

Following the expiration or termination of this Agreement and upon Rise's request, District will promptly return to Rise any Materials in its possession, and if applicable, Rise and District will each promptly return all Confidential Information to the other party. The provisions of this Agreement regarding confidentiality and document retention will remain effective after expiration or termination.

○ **Resolving Disputes**

If a dispute arises between Rise and District relating to this Agreement, the principal contact persons as set out in the Program Plan, or other representatives of each party as agreed at the time, will meet to discuss the dispute and will make good faith efforts to resolve the dispute through discussion.

○ **Entire Agreement; Amendment**

This Agreement describes Rise and District's entire agreement and supersedes all prior or contemporaneous communications between Rise and District. This Agreement may be amended only as stated in a writing signed by both Rise and District stating that it is an amendment to this Agreement.

○ **Severability; Waiver**

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

○ **Assignment; Subcontracts**

Rise may not assign its rights or delegate its responsibilities under this Agreement to anyone else without the prior written consent of District, except that Rise may (a) assign all of its rights under this Agreement without District's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law; and (b) enter into subcontracts and independent contractor agreements to carry out its responsibilities under this Agreement without District's prior written consent.

○ **Independence**

Rise and District are and will remain independent contracting parties. Rise will have sole responsibility for the planning, management, and implementation of its Program responsibilities, and the arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither Rise nor District has the power or authority to bind or obligate the other to a third party or commitment in any manner.

○ **Third-Party Beneficiaries**

This Agreement is for the exclusive benefit of Rise and District, and not for the benefit of any third party including, but not limited to, any employee, affiliate, student, or vendor of either party.

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MEMORANDUM OF UNDERSTANDING

During the performance of this Agreement, the Parties agree not to discriminate against any employee because of race, religion, color, ethnicity, sex, gender identity, sexual orientation, disability, age, national orientation or disability as protected by law.

This signed Agreement, creates a legal contract between the District and Rise Recovery,

EXECUTED on this 19th day of July, 2023

Independent School District:

_____	Superintendent
Signature	_____
_____	Title
Henry Yzaguirre	_____
Printed Name	Date

Rise Recovery:

_____	Chief Executive Officer
Signature	_____
_____	Title
Evita Morin	_____
Printed Name	Date