



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 20, 2022

Agenda Section: Consent

Agenda Item Title: Service agreement with Meadows Mental Health Policy Institute and The Mobile Mental Wellness Collaborative.

From: Millicent Marcha, Chief Academic Officer

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

Description: The Mobile Mental Wellness Collaborative will provide mental health services by contracting with a service provider to utilize trained personnel to the benefit of the South San Antonio ISD community including students, families, teachers, and administrators of the district.

Historical Data: The Board approved the service agreement with The Mobile Mental Wellness Collaborative on August 18, 2021.

Recommendation: Approve the service agreement between Meadows Mental Health Policy Institute and The Mobile Mental Wellness Collaborative and South San Antonio ISD to provide mental health services for our students, families, teachers, and administrators.

Funding Budget Code and Amount: 282 E 31 6299 00 823 1 23 0 00 (\$70,000)

**SOUTH SAN ANTONIO ISD AND MEADOWS MENTAL HEALTH POLICY INSTITUTE
PROFESSIONAL SERVICES AGREEMENT**

This professional services agreement (the “Agreement”) between South San Antonio ISD (SSAISD), and The Meadows Mental Health Policy Institute for Texas as the lead agency for the San Antonio Mobile Mental Wellness Collaborative and hereinafter referred to as the “SERVICE PROVIDER”, a 501(c)(3) organization authorized to do business in Texas, (individually, a “Party” and collectively, the “Parties”) is entered into on the 1st Day of August, 2022.

**ARTICLE I
PURPOSE**

1.01 The purpose of this Agreement is for SSAISD to facilitate mental health services by contracting with SERVICE PROVIDER to utilize trained personnel to the benefit of the SSAISD community including the students, families, teachers, and staff of the district.

**ARTICLE II
TERM**

2.01 The term of this Agreement is for one year commencing August 1st, 2022 and ending July 31st, 2023 (the “Term”).

**ARTICLE III
SERVICES**

3.01 SERVICE PROVIDER shall coordinate the provision of the following mental health & supportive Services by the members of the San Antonio Mobile Mental Wellness Collaborative (“Subcontractors”):

- a. Agency TBD– Licensed Mental Health Counselor for Adults (.25 FTE with benefits for the full year) (\$20,000.00)
- b. Children's Bereavement Center- Licensed Grief Counselor (.5 FTE with benefits for the full year) (\$40,000)
- c. Meadows Mental Health Policy Institute –Program Oversight: (\$10,000)
 - i. Billing, processing fees, financial oversight, programmatic setup and initial training, backbone supports and resources

TOTAL: \$70,000

ARTICLE IV
COMPENSATION

4.01 Total compensation for the Services provided pursuant to this Agreement shall be **SEVENTY THOUSAND DOLLARS (\$70,000)**.

4.02 SERVICE PROVIDER will invoice SSAISD upon execution of this Agreement for \$5,833.33 monthly (August-June), with a final payment in July of \$5,833.37. SSAISD will make payments on such invoices to The Meadows Mental Health Policy Institute within thirty (30) days of receipt of such invoices. SSAISD acknowledges and agrees that SERVICE PROVIDER and Subcontractors may suspend services under this Agreement if SSAISD does not make payments timely in accordance with this Section 4.02 and may continue to suspend such services until SSAISD becomes current with its payments.

ARTICLE V
CONFIDENTIALITY OF RECORDS & PILOT PARTICIPANTS

5.01 SERVICE PROVIDER shall maintain strict confidentiality of all information and records relating to clients, and shall not disclose the information, except as required to perform the services pursuant to this Agreement, or as may be required by law.

5.02 SERVICE PROVIDER will perform background checks for any and all staff providing SERVICES to participants. Background checks for peer recovery staff will be in compliance with the State Health and Human Services Commission "HHSC" Youth Recovery Communities "YRC" rules and regulations.

ARTICLE VI
DUTY TO REPORT

6.01 Wherever required by §261.101 and §261.405 of the Texas Family Code, SERVICE PROVIDER or its Subcontractors, as appropriate, shall report any allegation or incident of abuse, exploitation or neglect of a juvenile within forty-eight (48) hours from the time the allegation is made, to the applicable local law enforcement agency (such as the Bexar County Sheriff's Office, San Antonio Police Department, etc.).

ARTICLE VII
DISCLOSURE OF INFORMATION

7.01 SERVICE PROVIDER has an affirmative duty under this Agreement to promptly disclose in sufficient detail the following information to SSAISD's Representative:

- a. Any and all corrective action required by any of SERVICE PROVIDER'S licensing authorities;
- b. Any and all litigation filed against SERVICE PROVIDER, or any of its employees, interns, volunteers, subcontractors, agents and/or consultants who have direct contact with children;
- c. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of SERVICE PROVIDER who has direct contact with children;
- d. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of SERVICE PROVIDER was the alleged or designated perpetrator; and
- e. The identity of any of SERVICE PROVIDER's employees, interns volunteers, subcontractors, agents and/or consultants that are registered sex offenders and who have direct contact with children.

ARTICLE VIII
EQUAL OPPORTUNITY

8.01 SERVICE PROVIDER agrees to respect and protect the civil and legal rights of all participants and colleagues. It shall not unlawfully discriminate against any employee, prospective employee, child, childcare provider or parent on the basis of age, race, sex, religion, disability or national origin. SERVICE PROVIDER shall abide by all applicable federal, state and local laws and regulations.

ARTICLE IX
ASSIGNMENT & SUBCONTRACTING

9.01 Except with respect to the Subcontractors identified in Section 3.01 of this Agreement, SERVICE PROVIDER may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of SSAISD.

ARTICLE X
DEFAULT

10.01 SSAISD may, by written Notice of default to SERVICE PROVIDER, terminate the whole or any part of this Agreement as it deems appropriate if SERVICE PROVIDER fails to perform the Services provided for by this Agreement within the time specified herein or any extension thereof and does not cure such failure within a period of ten (10) business days.

ARTICLE XI
TERMINATION

11.01 Either Party may terminate this Agreement by:

- a. Giving thirty (30) business days written Notice to the other Party of the intention to terminate; or
- b. Upon the exhaustion of available funds.

ARTICLE XII
INDEMNIFICATION

12.01 SERVICE PROVIDER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SSAISD EMPLOYEES, REPRESENTATIVES AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF SERVICE PROVIDER, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT.

SSAISD SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. SERVICE PROVIDER SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE SERVICE PROVIDER OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE SERVICE PROVIDER’S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARTICLE XIII
TEXAS LAW TO APPLY

13.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XIV
VENUE

14.01 Exclusive venue for any litigation arising from this Agreement is in Bexar County, Texas.

ARTICLE XV
LEGAL CONSTRUCTION

15.01 In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, then the invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

16.01 This Agreement constitutes the sole and only agreement of the Parties respecting the subject matter herein and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter herein.

ARTICLE XVII
AMENDMENTS

17.01 Any amendments to this Agreement must be in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

18.01 SERVICE PROVIDER hereby verifies, represents and warrants the following:

- a. That it has all necessary right, title, license and authority to enter into this Agreement;
- b. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of Services being contracted; that it is in compliance with all statutory and regulatory requirements for the operation of its business;
- c. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants who have direct contact with children are or will be properly trained in the requirements to report allegations or incidents of abuse, exploitation or neglect of a juvenile when providing Services pursuant to this Agreement.

ARTICLE XIX
ADDITIONAL TERMS

19.01 SERVICE PROVIDER shall comply with all applicable federal and state laws and regulations regarding Services delivered pursuant to this Agreement.

19.02 Subject to any restrictions imposed by applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and 42 CFR Part 2, SERVICE PROVIDER shall retain and make available, during normal business hours, to SSAISD all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

19.03 In performing the Services pursuant to this Agreement, SERVICE PROVIDER is an independent contractor, and no provision of this Agreement shall be construed as making SERVICE PROVIDER the agent, servant or employee of SSAISD.

ARTICLE XX
INSURANCE

20.01 SERVICE PROVIDER shall procure, pay for, and maintain during the Term of this Agreement:

- a. Commercial general liability insurance of ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) aggregate coverage, with FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) each occurrence. A sexual abuse endorsement shall be required. SSAISD shall be named as an additional insured on this policy.
- b. Workers’ Compensation insurance -Statutory workers’ compensation insurance for all employees of SERVICE PROVIDER with a waiver of subrogation in favor of SSAISD. Employer’s Liability Insurance with limits of liability not less than:
 - \$500,000.00 Each Accident
 - \$500,000.00 Policy Limit for Disease
 - \$500,000.00 Each Employee for Disease
- c. Professional Liability Errors and Omissions insurance of ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) each claim and ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) aggregate. The policy shall have an Extended Reporting Period (or tail coverage) extending for a minimum of three (3) years immediately following the policy expiration date.
- d. SERVICE PROVIDER shall provide SSAISD with Certificates of Insurance and copies of endorsements prior to the execution of this Agreement evidencing that the stated coverages have been obtained.

20.02 SERVICE PROVIDER is responsible for all premiums and deductibles applicable to all of the insurance policies required by Section 21.01.

20.03 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by SSAISD, SERVICE PROVIDER shall notify the SSAISD of such and shall give such Notices not less than thirty (30) calendar days prior to the change, if SERVICE PROVIDER knows of said change in advance, or ten (10) calendar days' Notice after the change, if SERVICE PROVIDER did not know of the change in advance. Such Notice must be accompanied by a replacement Certificate of Insurance. All Notices shall be given to the SSAISD at the following addresses with a copy of this Agreement:

South San Antonio ISD
1450 Gillette
San Antonio, TX 78224

20.04 In addition to any other remedies SSAISD may have upon SERVICE PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SSAISD shall have the right to order SERVICE PROVIDER to stop Services, and/or withhold any payment(s) which become due to SERVICE PROVIDER until SERVICE PROVIDER demonstrates compliance with the requirements hereof.

20.05 Nothing herein contained shall be construed as limiting in any way the extent to which SERVICE PROVIDER may be held responsible for payments of damages to persons or property resulting from SERVICE PROVIDER of the Services provided pursuant to this Agreement.

20.06 It is agreed that SERVICE PROVIDER's insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by SSAISD for liability of SERVICE PROVIDER arising out of operation of this Agreement.

ARTICLE XXI
NOTICE

21.01 All notices to be provided pursuant to this Agreement ("Notice") must refer to this Agreement and be in writing and must be either personally delivered against a written receipt thereof or submitted by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the addresses which appear below, or at such other address as the Parties may designate in writing. All Notices sent by mail will be deemed to have been provided on the date of United States Postal Service postmark and shall be effective from such date.

If to SSAISD: South San Antonio ISD
1450 Gillette
San Antonio, TX 78224

If to SERVICE PROVIDER: Meadows Mental Health Policy Institute
2800 Swiss Avenue
Dallas, TX 75204

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL

The Meadows Mental Health Policy Institute for Texas **South San Antonio ISD**

By: _____
Andy Keller, PhD
President and CEO
Meadows Mental Health Policy Institute

By: _____
Henry Yzaguirre
Interim Superintendent
South San Antonio ISD

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