

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Texas Tech University Health Science Center at El Paso and Canutillo ISD.

Justification Statement: This Memorandum of Understanding provides telehealth psychiatric services to students needing mental health care. Canutillo ISD students will have access to school-based crisis prevention, intervention and stabilization.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Dr. Monica Reyes, Executive Director Student Support Services

Signature of Requester(s)

Monica Reyes

Signature of Presenter(s)

6/12/2026

Business Services Approval (Initials)

Date

Agenda Summary:

Student Support Services requests that the Board of Trustees approve and sign the proposed MOU partnering with Texas Tech University. The MOU provides adolescent behavioral health services via Telehealth to give short-term mental health services as appropriate within the educational setting before referring to outside agencies for long term treatments plans.

RECOMMENDATION: Approval of MOU for Child and Adolescent Behavioral health Services through Telehealth

PRIOR BOARD ACTION: Yes **AWARDED:** Yes **AWARDED AMOUNT:** N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: Agreement/Understanding

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL: Students within Canutillo ISD will be required to seek outside mental health services that may require long periods of time to schedule and to be treated. Students will not be receiving free mental health services at the campus site.

IMPLEMENTATION TIMELINE: July 1, 2026 to June 30, 2031

ATTACHMENT(S): MOU for Children and Adolescent Behavioral Health Services through Telehealth, Exhibits A and B

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CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

Table with 4 columns and 3 rows for purchasing office use only, including fields for Contract Request Received, Routed for Internal Approval, Routed for Vendor Approval, Assigned Contract No, Contract Fully Executed, and Notification To Proceed.

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: Professional Service, Contracted Services, Vendor Agreement, Term Contract, Interlocal, Lease Agreement, MOU, MOA, Construction, Other

Campus/Department: Student Support Services
Campus/Department Contact person: Dr. Monica Reyes, Executive Director
Contact Number: 915-877-7650 Requestors email: mreyes@canutillo-isd.org
Contract Title: Memorandum of Understanding to provide Child and Adolescent Behavioral Health Service via Telehealth
Contract Description: The Mou provides adolescent behavioral health services via Telehealth

VENDOR INFORMATION - MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: Texas Child Health Access Through Telemedicine (TCHAT)
Vendor Full Address: 130 Rick Francis St. El Paso, Texas 79905
Name of Representative: Ramon (Ray) Gutierrez Jr. representatives' email: ramgutie@ttuhsc.edu
Rep. Office Phone: 915-215-4021 Rep Mobile Number: 915-217-4027
Vendor's Authorized Signer: Richard A. Lange Signer's email: TCHAT.ELP@TTUHSC.EDU

Contract Amount: N/A Funding Source: N/A
Account No(s): N/A
Anticipated Start Date: July 1, 2026 End Date: June 30, 2031
Is this a New Agreement? Yes No
Is this Agreement a renewal? Yes No If yes; specify the reason for renewal, what is it replacing?
Current MOU is expiring.

Agreement Term: 5 years, 2026-2031 Does agreement term include renewal options? Yes No
If yes, specify renewal options: It shall be automatically renewed on a year to year basis.

Does agreement require Insurance coverage? Yes No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: Date:

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: Date: 6/12/2026

Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review:

**MEMORANDUM OF UNDERSTANDING TO PROVIDE CHILD AND ADOLESCENT
BEHAVIORAL HEALTH SERVICES VIA TELEHEALTH**

This Memorandum of Understanding (MOU) to provide pediatric and adolescent behavioral health services via telehealth is made and entered into by and between Department of Psychiatry, Texas Tech University Health Sciences Center at El Paso (TTUHSC El Paso), located at 130 Rick Francis St., El Paso TX 79905, MSC 41027, and, Canutillo Independent School District, located at 7965 Artcraft Rd. PO Box 100 Canutillo, Texas 79835 (Canutillo ISD) for the provision and administration of telemedicine services associated with the Texas Child Health Access Through Telemedicine (TCHATT) component of the Texas Children's Mental Health Care Consortium (TCMHCC).

WITNESSETH

WHEREAS, TTUHSC El Paso is a Health-Related Institution (HRI) member of the TCMHCC and has been funded by Senate Bill 11 to provide access to limited behavioral health services via telehealth into the schools;

WHEREAS, the component of the TCMHCC in the Department of Psychiatry at TTUHSC EL PASO for delivering school-based behavioral health services via telehealth is named TCHATT;

WHEREAS, the TCHATT initiative is designed to provide short-term (approximately up to two months) school-based access to a limited number (2-4) of visits with a mental health professional for high-risk children and adolescents;

WHEREAS, the role of the TCHATT project is the initial intervention and assessment of these students and referral, if necessary;

WHEREAS, Canutillo ISD desires to participate in carrying out the objectives associated with the TCHATT;

WHEREAS, TTUHSC El Paso maintains a Department of Psychiatry (Department) capable of managing the delivery of services required by Site, and experience in telemedicine encounters for such services;

AND WHEREAS, Canutillo ISD desires to engage the services of TTUHSC El Paso; and TTUHSC El Paso desires to provide such services to Canutillo ISD;

NOW THEREFORE, TTUHSC El Paso and Canutillo ISD mutually agree as follows:

Article 1 - Purpose

Canutillo ISD is ready, willing and able to undertake the efforts described herein associated with the TCHAT Project as described in "Exhibit A," which is attached hereto and incorporated by reference herein.

Article 2 - Description of Work

Canutillo ISD will cooperate and will exert its best efforts to carry out the specific objectives set out in the Statement of Work, which is attached hereto as Exhibit B and incorporated by reference herein, during the Period of Performance set forth below.

Article 3 - Period of Performance

- A. This MOU will begin on July 1, 2026 (Effective Date) and will continue in full force and effect through June 30, 2031.
- B. If notice of termination has not been given by either Party at the time of expiration of the current term of this MOU, this MOU shall be automatically renewed on a year to year basis.

Article 4 - Compensation

Both Parties expressly acknowledge that nothing in this MOU will be construed as establishing an obligation of payment to either Party by the other Party. Payment to TTUHSC El Paso under the Participating Institution Agreement (PIA) will not be allowed and or required based on the stipulation, funding to provide service is provided by the Texas State Legislature through the TCMHCC.

Article 5 - TTUHSC EL PASO Project Director

TTUHSC El Paso Medical Director identified in Article 14 will be responsible for the general guidance and technical direction of all work under this MOU.

Article 6 - Canutillo ISD Key Personnel

The key personnel cited below are considered to be essential to the work being performed hereunder. In the event that the identified Key Personnel leaves Canutillo ISD's employ or becomes unable or unwilling to continue the project, Canutillo ISD will notify TTUHSC El Paso in writing reasonably in advance and may propose an individual to replace such Key Personnel. Any replacement of a Key Personnel must be approved in writing by TTUHSC El Paso. In the event a mutually acceptable replacement is not available, TTUHSC El Paso will have the option to immediately terminate this MOU upon written notice to Canutillo ISD. The thirty calendar day prior notice required under Article 12 of this MOU is not required for termination by TTUHSC El Paso under this Article.

Key Personnel: Name: Dr. Monica Reyes
Address: 7965 Artcraft P.O Box 100 Canutillo, TX
79835
(Ph): 915-877-7650
Email: mreyes@canutillo-isd.org

Alternate Key Personnel: Name: Jocelyn Cepeda
Address: 7965 Artcraft P.O Box 100 Canutillo, TX
79835
(Ph): 915-877-7650
Email: jcepeda@canutillo-isd.org

Article 7 - Assurances

Canutillo ISD agrees to obtain the appropriate consent(s) to share information it obtains during the course of performance of the work with the TTUHSC EL PASO staff, as well as maintain the confidentiality of such information, including, but not limited to, personal information subject to Federal Educational Rights and Privacy Act (FERPA) regulations and/or or protected health information subject to Health Insurance Portability and Accountability (HIPAA) regulations. Copies of all consents will be provided to TTUHSC EL PASO prior to performance of work.

Article 8 - Reports & Records Inspection

Canutillo ISD agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHAT Project to Department of Psychiatry TTUHSC El Paso for its reporting requirements to the TCMHCC. Reports will be sent to the Department of Psychiatry TTUHSC El Paso TCHAT Project Medical Director at the address shown in Article 14. Furthermore, Canutillo ISD agrees to retain all progress reports, statistical records, and all other records pertinent to this MOU until the child is 21 years of age or 10 years past the last date of service, whichever is longer (page 80 SLR 105).

Article 9 – Party Responsibilities

- A. Department of Psychiatry TTUHSC El Paso will conduct the following tasks:
1. Work with Canutillo ISD to ensure Canutillo ISD has the staffing and technical resources necessary to serve as a TCHAT campus site.
 2. Develop the staffing and technical infrastructure needed to offer TCHAT services at Canutillo ISD.
 3. Provide training to Canutillo ISD, as required.
 4. Ensure on-going community and Canutillo ISD awareness of services available through TCHAT.
 5. Monitor and facilitate Compliance with HIPAA requirements.
 6. Document the approval used to rollout the initiative, and any lesson learned.

- B. Department of Psychiatry, TTUHSC El Paso will provide mental health professionals to provide psychiatric evaluation, short term therapy, and referrals for continuing care, as appropriate, education to school staff on mental health topics, and assistance with writing, implementing and changing policies for the TCHAAT Program. For each student referred to TCHATT, a treatment plan will be generated and forwarded (with written parental permission) to the medical and mental health care professionals who will provide ongoing care for the student.

- C. Canutillo ISD will identify students for this program, obtain initial written parental consent, facilitate completion of screening instruments (questionnaires about symptoms), coordinate appointments in conjunction with Department of Psychiatry TTUHSC El Paso, develop appropriate policies for the program, take students' vital signs on the day of the appointment if student is being prescribed medication through this program, provide the following information about each student referred to the program:
 - 1. IEP/ARD or 504 paperwork
 - 2. Psychiatric history form completed by parents
 - 3. Grades
 - 4. Disciplinary history
 - 5. Attendance record

Article 10 - Amendment and Modification

This MOU, or any portion hereof, may be amended or modified in writing at any time as mutually agreed upon by the Parties, or as required by Texas Child Mental Health Care Consortium.

Article 11 - Independent Relationship

Nothing in this MOU is intended nor will be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this MOU will be performed and rendered in a competent, efficient, and satisfactory manner.

Article 12- Termination of MOU

- A. Either TTUHSC El Paso or Canutillo ISD may terminate this MOU, with or without cause, upon thirty calendar days written notification to the other Party. Notice of termination will be given by prepaid certified or registered mail and will be deemed to be given on the date so delivered.

- B. Neither Party hereto shall be liable for delays to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, wars, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of such delay, the period of service hereunder shall be extended for a period equal

to the time lost by reasons of delay, and services omitted (or portions thereof) shall be performed during such extension.

C. TTUHSC El Paso may terminate this MOU, with or without cause, immediately with written notice in the event the TCMHCC terminates the funding under Rule § 3.2519 of the Texas Administrative Code.

Article 13 - Governing Law and Venue

This MOU will be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in El Paso, Texas.

Article 14 - Communications

Communications between the Parties will be sent via prepaid certified mail or registered mail to the following and will be deemed to be given on the date so delivered unless otherwise provided herein:

TTUHSC El Paso

Department of Psychiatry, TCHATT
Project

Medical Director Name:
Dr. Sarah Martin

Address:
130 Rick Francis St.
El Paso, Texas 79905
MSC 41027

E-mail: TCHATT.ELP@TTUHSC.EDU

Phone: 915-215-4021
Fax : 915-215-5869

Administrative:

Name: April Corral
Address: same as above
E-mail: TCHATT.EP@TTUHSC.EDU
Phone: 915-215-4021
Fax : 915-215-5869

Canutillo ISD

Programmatic Name :
Dr. Monica Reyes

Address:
7965 Artcraft P.O Box 100
El Paso, TX 79835

E-mail : mreyes@canutillo-isd.org

Phone: 915-877-7650
Fax : 915-877-7665

Administrative:

Name: same as above
Address: same as above
E-mail:
Phone:
Fax :

Article 15 - Compliance

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.

Article 16 - Indemnity

As consideration for Canutillo ISD’s participation in the TCHATT Project, Canutillo ISD agrees to indemnify and hold harmless the Texas Tech University System, its Board of Regents, TTUHSC El Paso, its officers, agents and employees (collectively Indemnities) from any and all claims, actions, demands or suits of any kind or character either by common law or statute, whether now recognized or not, including any and all liability caused in whole or in part by the negligence, gross negligence, strict liability or other legal fault of the Canutillo ISD including, but not limited to, any costs expenses or penalties.

Article 17 - Warranty of Authority

The person(s) executing this MOU on behalf of the Parties, or representing themselves as executing this MOU on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this MOU on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions. IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU.

TTUHSC EL PASO

Canutillo ISD

Signature _____

Signature _____

Richard A. Lange, M.D., M.B.A. _____

Josue Borrego, Ed.D _____

Name

Name

President _____

Superintendent _____

Title

Title

Date

Date

EXHIBIT A: DESCRIPTION OF TCHATT PROJECT

Vision Statement –

Every child receiving public education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHATT –

- The TCHATT initiative is designed to provide short-term (approximately up to two month) school-based access to a limited number (2-4) of visits with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

Key Components of a Successful TCHATT Program –

•**Telemedicine or telehealth** – Programs should leverage the use of technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional. Doxy.Me, a telehealth platform, will be the software used, thus Information Technology staff from both the site and TTUHSC EL PASO will work together to ensure the software is compatible with each site.

•**Identify mental health needs** – Schools should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators. The goal is to quickly identify a child who is experiencing a mental health challenge.

•**Assess mental health needs** – Programs must use a mental health professional (LPC, CAP, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by school personnel.

•**Provide access to mental health services** – Utilizing technology, a program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to 4 total visits with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services should not exceed two months. If ongoing care is needed, the child will be referred to a separately funded resource (e.g, public or private insurance, indigent-funded services) for longer term care.

- **Prioritize needs of at-risk children and adolescents** – Programs should have a triage system for prompt review of school referral and appropriate triage of

symptom severity. High risk signifies those at risk for illegal behavior. Some indications of future illegal behavior are:

- Legal problems
- Alternative school placements
- Suspensions
- Absenteeism especially if at risk of not graduating
- Psychiatric problems contributing to behavior problems

Policies and Procedures

Both parties agree to follow the policies and procedures and administrative directives or other documents as collaboratively developed by parties, and as required by each party under their respective oversight bodies.

Parental Consent

Written Parental consent must be obtained prior to TTUHSC EL PASO receiving any protected information from a student. Copies of consents will be provided to TTUHSC EL PASO prior to provision of any mental health services.

EXHIBIT B – STATEMENT OF WORK

TTUHSC EL PASO will provide mental health professionals to provide psychiatric evaluation, short term therapy, and referrals for continuing care, as appropriate, education to school staff on mental health topics, and assistance with writing, implementing and changing policies for the TCHAAT Program. For each student referred to TCHATT, a treatment plan will be generated and forwarded (with parental permission) to the medical and mental health care professionals who will provide ongoing care for the student.

Canutillo ISD will identify students for this program, obtain initial written parental consent, facilitate completion of screening instruments (questionnaires about symptoms), coordinate appointments in conjunction with TTUHSC EL PASO, develop appropriate policies for the program, take students' vital signs on the day of the appointment if student is being prescribed medication through this program, provide the following information about each student referred to the program:

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