



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Discussion and possible action to approve Memorandum of Understanding between
United Independent School District and Border Region Behavioral Health Center for medical
Evaluations for District employees referred to the Center under Board Policy DBB (Local)

SUBMITTED BY: Juan Cruz / Stephen Trautmann Jr. **OF:** Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: November 20, 2019

RECOMMENDATION: It is recommended that the United ISD Board of Trustees, approve the Memorandum of Understanding between United Independent School District and Border Region Behavior Health Center for medical Evaluations for District employees referred to the Center under Board Policy DBB (Local)

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
BORDER REGION BEHAVIORAL HEALTH CENTER

This Memorandum of Understanding (“MOU”) is entered into between the United Independent School District (“UISD”), a political subdivision of the State of Texas, acting through its Superintendent of Schools, and Border Region Behavioral Health Center (“BR”), acting through its Executive Director, for BR to provide psychiatric/medical services and evaluations for UISD employees referred to BR pursuant to UISD Board policy DBB (Local). UISD and BR are individually called a “Party” or collectively “Parties” herein.

WHEREAS, UISD Board policy DBB (Local) states the following: “The Superintendent or designee may require an employee to undergo a medical examination if information received from the employee, the employee’s supervisor, or other sources indicates the employee has a physical or mental impairment that: (1) interferes with the employee’s ability to perform essential job functions; or (2) poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat. The District may designate the physician to perform the examination. If the District designates the physician, the District shall pay the cost of the examination.”; and

WHEREAS, BR, pursuant to Texas Health and Safety Code § 534.001(c)(4), is a political subdivision of the state of Texas that provides mental health services for residents of Webb County, Jim Hogg County, Starr County, and Zapata County; and

WHEREAS, UISD desires to utilize BR’s mental health services to conduct psychiatric/medical evaluations of employees that require psychiatric/medical evaluations under UISD policy DBB (Local).

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, UISD and BR do hereby agree as follows:

TERMS AND CONDITIONS

1. **Access to Information.** After a UISD employee consents to UISD releasing medical and personnel information to BR, UISD shall promptly provide to BR all necessary medical and personnel information pertaining to the employee being referred by UISD to BR. If a UISD employee fails to provide consent to release medical and personnel information to BR, said employee shall be disciplined in accordance with UISD policy.
2. **Liaisons.** The Parties will designate and identify liaisons for UISD and BR to coordinate all obligations hereunder. The name, address, telephone number and other contract information for each respective liaison will be distributed to the other Party.
3. **Reimbursement Costs.** Within five (5) calendar days of UISD employee’s psychiatric/medical evaluation conducted by BR, BR agrees to provide UISD with an

invoice containing a description of the services provided and the costs for said services. Attached as Exhibit 1 is a fee schedule for services provided by BR to UISD. UISD shall pay invoices within thirty (30) calendar days of receipt.

4. **Appointments.** Absent extenuating circumstances, BR shall conduct its psychiatric/medical evaluation of a UISD employee within seven (7) calendar days of said UISD employee being referred to BR.
5. **Medical Opinions.** A psychiatric/medical opinion/diagnosis shall be provided to UISD from BR within three (3) calendar days of BR conducting a psychiatric/medical evaluation of a UISD employee referred to BR under UISD policy DBB (Local). BR shall deliver the psychiatric/medical opinion/diagnosis to either David Garcia, UISD Associate Superintendent of Human Resources or Rita Garner, UISD Employee Relations Director.
6. **Term of MOU and Termination.** Unless sooner terminated as hereinafter provided, the terms of this MOU shall commence on December 1, 2019 and end on August 31, 2020; however, unless either Party provides written notice of intent to terminate this MOU on or before August 15, 2020 and any subsequent year thereafter, this MOU shall be automatically extended for successive one-year terms, unless terminated or amended earlier in accordance with the terms hereof. Either Party may terminate this Agreement immediately by providing written notice, including email, to the other Party.
7. **Liability; No Waiver of Immunities.** Neither Party or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause of action of any person or group arising from either Parties performance of it obligations under this Agreement.

This provision will survive termination of this MOU.

It is expressly understood and agreed that under this MOU that the Parties do not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions.

8. **Entire Agreement.** This MOU sets forth the entire between UISD and BR with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this MOU. No modification or, or waiver, of any right under this MOU will be effective unless it is evidenced in a writing executed by an authorized representative of UISD and BR.
9. **Severability.** The phrases, clauses, sentences, paragraphs or section of this MOU are severable and, if any phrase, clause, sentence, paragraph, or section of this MOU should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this MOU.

10. **Paragraph Readings.** The captions, numbering, sequences, titles, paragraphs, headings, punctuations, and organization used in this MOU are for convenience only and shall in no way define, limit, or describe the scope or intent of this MOU or any part of it.
11. **Understanding, Fair Construction.** By execution of this MOU, UISD and BR acknowledge that they have read and understand each provision, term, and obligation contained in this MOU. This MOU, although, drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
12. **Governing Law.** This MOU 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 Webb County, Texas.
13. **Force Majeure.** Neither Party to this MOU shall be required to perform any term, condition, or covenant in this MOU so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either Party to this MOU and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome.
14. **Notice.** Any notice required to be given hereunder shall be in writing and delivered to the address and titles set forth below by email, certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided hereunder may be changed at any time on prior written notice.

BR: Maria Sanchez
Executive Director
1500 Pappas Street
Laredo, Texas 78041

UISD: Roberto J. Santos
Superintendent of Schools
201 Lindenwood Drive
Laredo, Texas 78045

15. **Assignment.** Neither UISD or BR may assign this MOU without the prior written consent of the other Party.

IN WITNESS THEREOF, the governing boards of the United Independent School District and Border Region Behavioral Health Center have duly authorized the UISD Superintendent of Schools and BR Executive Director to execute this MOU, and said MOU is to become effective and operative upon the fixing of the last signature hereto.

BORDER REGION BEHAVIORAL HEALTH CENTER

Maria Sanchez
Executive Director

Date

UNITED INDEPENDENT SCHOOL DISTRICT

Roberto J. Santos,
Superintendent of Schools

Date

EXHIBIT A
Fee Schedule for BR's Services

Psychiatric Evaluations	\$400.00 Per Evaluation & Write-Up
Psychiatric Medication Management	\$150.00 Per Evaluation & Write-Up
Vein puncture	\$10.00
Administration of Injection	\$30.00
Laboratory Testing	Per Border Region's Contract with Lab Company - \$81.60 Per UDS.
Mental Health Support Services Intake	\$25.00 Per 30 minutes face-to-face Assessment
Mental Health Support Services - Travel	\$10.00 Per 15 minutes of travel to provider service