



tcmhcc
Texas Child Mental
Health Care Consortium

TCHATT
Texas Child Health Access
Through Telemedicine



TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER™

MEMORANDUM OF UNDERSTANDING
TEXAS CHILD HEALTH ACCESS THROUGH TELEMEDICINE (TCHATT)

This Memorandum of Understanding (“MOU”) is made and entered into by and between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, a public institution of higher education in the State of Texas (“University”), on behalf of its School of Medicine and Wichita Falls ISD, an independent school district located in Wichita Falls, TX, (“School District”) for the provision and administration of pediatric and adolescent behavioral health services via telehealth.

Both University and the School are also referred to herein as “Party” or collectively as “Parties.”

WITNESSETH

WHEREAS, the 86th Texas Legislature created the Texas Children’s Mental Health Care Consortium (“TCMHCC”) to leverage the expertise and capacity of health-related institutions of higher education to address urgent mental health challenges and improve the mental health care system in Texas in relation to children and adolescents;

WHEREAS, TCMHCC is composed of thirteen health-related institutions of higher education, including University, the Health and Human Services Commission, the Texas Higher Education Coordinating Board, three nonprofit organizations that focus on mental health care;

WHEREAS, TCMHCC was provided funding for the 2023-2025 biennium to support the Texas Child Health Access Through Telemedicine (“TCHATT”) program to provide short-term (approximately up to two month) school-based access to a limited number (4-6) of visits with a mental health professional for children and adolescents via telehealth;

WHEREAS, TCHATT is comprised of two direct service lines consisting of clinical services to students as further described on Exhibit “A” attached hereto and incorporated by reference herein, and education and outreach services as further described on Exhibit “B” attached hereto and incorporated by reference herein;

WHEREAS, School District desires to participate in TCHATT;

WHEREAS, University maintains a Department of Psychiatry capable of managing the TCHATT services and considerable experience in telemedicine encounters for such services;

NOW THEREFORE, University and School District hereby agree as follows:



ARTICLE I RESPONSIBILITIES

A. University shall:

1. Assign a Project Director to be responsible for the general guidance and technical direction of all work under this MOU;
2. Cooperate and exert its best efforts in performing the services set out Statement of Work, which is attached hereto as Exhibit “A” and Exhibit “B” as applicable.

B. School District shall:

1. Assign Key Personnel to be responsible for the general guidance and technical direction of all work under this MOU;
2. Cooperate and exert its best efforts in performing the services set out Statement of Work, which is attached hereto as Exhibit “C” and incorporated by reference herein;
3. Obtain the appropriate consent(s) to share information it obtains during the course of performance of the work with the University 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 regulations and/or or protected health information subject to Health Insurance Portability and Accountability regulations.

ARTICLE II COMPENSATION

- A.** All Parties expressly acknowledge that nothing in this MOU shall be construed as establishing an obligation of payment to either Party by the other Party.

ARTICLE III TERM AND TERMINATION

- A.** This MOU shall begin on December 1, 2024 (“Effective Date”) and shall continue in full force and effect through November 30, 2028.
- 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.
- C.** Either Party may terminate this MOU at any time, with or without cause, by giving the other Party thirty (30) calendar days written notice.
- D.** 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.

- E. Performance by University under this MOU may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”), including without limitation the funding of the TCMHCC, and/or allocation of funds by the Board of Regents of the Texas Tech University System (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to School District and University may terminate this MOU without further duty or obligation hereunder. School District acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

ARTICLE IV

INSURANCE AND MUTUAL RESPONSIBILITY

- A. The Parties acknowledge that liability for the tortious conduct of the agents and employees of University (other than professional liability of medical staff physicians, residents and fellows) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers’ Compensation Insurance coverage for employees of University is provided by University as mandated by the provisions of Texas Labor Code, Chapter 503. The Parties further acknowledge that University shall have the right, at its option, to either (a) obtain liability insurance protecting University and its employees and property insurance protecting University’s buildings and the contents, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by University as a result of its operations under this MOU. Any obligation by University under this MOU to obtain insurance is expressly made subject to University’s authority under state law to obtain such insurance.
- B. University is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this agreement which results in claims or liabilities, penalties, costs or expense as authorized by Texas law.

School District is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this agreement which results in claims or liabilities, penalties, costs or expenses.

ARTICLE V

COMPLIANCE

- A. 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.

- B. School District acknowledges that due to the nature of the assessments administered by TCHATT, if a student is diagnosed with a mental health disorder, it is possible that students may be eligible for Section 504 or Special Education services.

ARTICLE VI REPORTS & RECORDS INSPECTION

- A. School District agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for University for its reporting requirements to the TCMHCC. Reports shall be sent to the University Project Director at the address shown in Article 13. Furthermore, School District agrees to retain all progress reports, statistical records, and all other records pertinent to this MOU for a minimum of four (4) years from the termination date of this MOU.

ARTICLE VII SCHOOL DISTRICT KEY PERSONNEL

- A. The key personnel cited below (each a “Key Person”) are considered to be essential to the work being performed hereunder. In the event that a Key Person leaves School District’s employ or becomes unable or unwilling to continue the project, School District shall notify University in writing reasonably in advance and may propose an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by University. In the event a mutually acceptable replacement is not available, University shall have the option to immediately terminate this MOU upon written notice to School District. The thirty (30) calendar day prior notice required under Article III of this MOU is not required for termination by University under this Article.

Key Personnel:	Name: Dr. Donald Lee
	Address: PO Box 97533
	Wichita Falls, TX 76307
	(Ph): 940-235-1000
	Email: dlee@wfisd.net

ARTICLE VIII MISCELLANEOUS

- A. Independent Contractor. Nothing in this MOU is intended nor shall 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 shall be performed and rendered in a competent, efficient, and satisfactory manner.



- B. Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, and (iii) if sent by email, when received:

If to University:
Texas Tech University Health Sciences Center
Department of Psychiatry
Dr. Jeff Carr
3601 4th Street STOP 7305
Lubbock, Texas 79430
Jeff.Carr@ttuhsc.edu

Wichita Falls ISD
Dr. Donald Lee
PO Box 97533
Wichita Falls, TX 76307
dlee@wfisd.net

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

- C. Amendment. This MOU and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by writing signed by the Parties, or as required by TCMHCC.
- D. Assignment. Neither Party may assign this MOU, in whole or in part, without the prior written consent of the other Party.
- E. Venue; Governing Law. Pursuant to Section 109.005 of the Texas Education Code, venue in any action at law or equity in connection with this MOU will be in the state or federal courts of Lubbock County, Texas. This MOU and all of the rights and obligations of the Parties and any claims arising from this MOU will be construed, interpreted, and governed by the laws of the State of Texas.
- F. Dispute Resolution. School District shall use Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this MOU that is not resolved in the ordinary course of business. Chapter 2260 requires School District to initiate the process by providing written notice of a claim and negotiating with University, conditions precedent to the contested case process. Governed by rules adopted by the Texas Attorney General's Office, the contested case process is School District's sole and exclusive method to seek a remedy for breach, unless, after considering the Administrative Law Judge's report, the Legislature gives consent for



School District to sue under Chapter 107 of the Civil Practices and Remedies Code. An event or claim for breach of contract is not grounds for School District to suspend performance under this MOU.

UNIVERSITY OR WICHITA FALLS ISD DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OF OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT, AND THE DISPUTE RESOLUTION PROCESS DOES NOT AFFECT UNIVERSITY'S OR WICHITA FALLS ISD'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN A LAW SUIT.

- G. Severability. If any term or provision of this MOU is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this MOU provided that any invalid provisions are not material to the overall purpose and operation of this MOU. The remaining provisions of this MOU shall remain in full force and shall in no way be affected, impaired, or invalidated.
- H. No Third Party Beneficiaries. This MOU shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this MOU is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of the School District, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
- I. Public Information Act. The Parties acknowledge that both TTUHSC and Wichita Falls ISD are public institutions of higher education in the state of Texas that are subject to requests for information under the Texas Public Information Act (Texas Government Code, Chapter 522). Under this Act, there are exceptions to requests for disclosure, which include but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the Act requires the Party to provide written notice to the Party whose proprietary information may be subject to request and that Party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.
- J. 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.
- K. Entire Agreement. This MOU contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This MOU supersedes any prior written or oral agreements between the Parties concerning the



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subject matter described herein.

ARTICLE IX

E-SIGNATURES

This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this MOU transmitted by facsimile, by electronic mail in “portable document format” (“pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of this MOU, shall have the same effect as physical delivery of the paper document bearing the original signature.

Signature Page Follows



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IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU.

University

Wichita Falls ISD

By: _____

Penny Harkey
Executive Vice President and
Chief Financial Officer

By: _____

Name: _____

Title: _____



EXHIBIT “A”
UNIVERSITY CLINICAL SERVICES FOR STUDENTS

TTUHSC, through its authorized employees working on the TCHATT program (“TCHATT Personnel”), will perform the following assessment services with the support of the School District:

1. Administer mental health assessments by licensed professional counselors to students within the School District as follows:
 - a. TTUHSC will only provide assessments to students that the School District refers to TCHATT Personnel. All referrals must include proper authorization and consent by parent/guardian (or student if the student is 18).
 - b. TTUHSC will schedule assessments at a suitable time as determined between TCHATT Personnel, the student’s parent(s), and the School District.
 - c. TTUHSC will administer assessments to students on an as needed basis as determined by the sole discretion of TCHATT Personnel from information provided by the School District.
2. Refer students within the School District to health care professionals affiliated with TTUHSC (“TCHATT Providers”) as determined in the TCHATT Personnel’s sole discretion for an appointment to be conducted via a telemedicine connection as follows:
 - a. If TCHATT Personnel determine that an appointment with a TCHATT Provider is warranted for a student, provided the appropriate authorization is obtained, TCHATT Personnel will:
 - i. schedule the initial appointment; and
 - ii. notify School District, in writing, of the date and time of the appointment.
 - b. The notification provided by TCHATT Personnel regarding the appointment with a TCHATT Provider will be in writing and shall be forwarded by School District to the student’s parent/guardian.
 - c. TCHATT Personnel will confirm all initial telemedicine appointments with the TCHATT Provider, the student’s parent(s), and the School District at least four days prior to the appointment.
 - d. Provided appropriate authorization has been obtained, TCHATT Personnel will report any student’s noncompliance with keeping an appointment to the School District’s school counselor.
 - e. For those students who require assessment and/or treatment from a TCHATT Provider, as determined by TCHATT Personnel’s sole discretion, TCHATT Personnel shall provide any telemedicine equipment and technical assistance necessary to perform the telemedicine consultation(s) with a TCHATT Provider if the SCHOOL DISTRICT lacks access to appropriate equipment.
 - f. TCHATT Personnel may determine that additional telemedicine consultations are necessary in a particular case. In the event that TCHATT Personnel makes such a determination, TCHATT Personnel shall schedule and facilitate additional



- appointments in accordance as recommended by TCHATT Personnel with the goal of triaging the student to the appropriate long-term care provider within 4-6 visits.
- g. Once TTUHSC has provided an assessment to referred students, provided recommendations for students, scheduled and facilitated an initial appointment with a TCHATT Provider if warranted, assisted in facilitating any other appointment with a TCHATT Provider as determined necessary in the sole discretion of the TCHATT Personnel, and assisted with coordination of referral for ongoing services recommended by a TCHATT Provider, the student will no longer receive services from TCHATT Personnel.



EXHIBIT “B”

UNIVERSITY EDUCATION AND OUTREACH SERVICES

TTUHSC, through TCHAT Personnel, will perform the following educational services with the support of the School District:

1. Operate and Administer the TCHAT ECHO (Extensions for Community Healthcare Outcomes) Hub. TTUHSC shall operate and administer the TCHAT ECHO Hub to provide mental health education to school faculty and staff and to provide general guidance for case presentations from school personnel. Operation and administration of the ECHO Hub includes, but is not limited to, the following activities:
 - a. Schedule and coordinate ECHO education sessions at a suitable time as determined between TCHAT Personnel, TCHAT Providers, and SCHOOL DISTRICT staff.
 - b. Staff the TCHAT ECHO Hub with relevant technical assistance and clinical expertise;
 - c. Conduct ECHO sessions;
 - d. Provide technical assistance for SCHOOL DISTRICT as necessary.
 - e. Provide curriculum for didactic presentations during ECHO sessions;
 - i. Education will include didactics in classroom interventions to assist in working with students who have difficulty managing their emotions and/or behavior and that has the potential to impact their participation in the educational environment.
 - f. Provide a community learning experience for difficult cases related to a student’s mental health distress encountered in the school setting.
 - i. Provide a De-identified Case Presentation Form to SCHOOL DISTRICT to use when presenting de-identified cases to the ECHO Hub and ECHO Community.
 - ii. Facilitate de-identified case presentation in community environment,
 - iii. Provide expert panel for consideration, general guidance, and referral resources as appropriate.
2. Operate and Administer the TCHAT Counseling Connections. TTUHSC shall operate and administer the TCHAT Counseling Connections sessions to provide self-care focused education and strategies to school faculty and staff and to provide guidance for self-care related questions from school personnel. Operation of the TCHAT Counseling Connections includes, but is not limited to, the following activities:
 - a. Schedule and coordinate virtual Counseling Connections sessions at a suitable time as determined between TCHAT Personnel, TCHAT Providers, and SCHOOL DISTRICT staff.
 - b. Staff the Counseling Connections sessions with relevant clinical expertise;
 - c. Conduct Counseling Connections sessions;
 - d. Provide technical assistance for SCHOOL DISTRICT as necessary;
 - e. Provide information and activities for self-care focused Counseling



- Connections sessions;
- i. Education will be non-therapeutic and does not establish a patient-provider relationship. Curriculum will be designed to educate school personnel about strategies and resources for burnout, compassion fatigue, vicarious trauma, etcetera. Materials will be evidence-based and are intended for educational purposes only.
3. Operate and Administer Professional Development. TTUHSC shall operate and administer Professional Development educational activities to school faculty and staff to provide mental health literacy and best-practice guidance and technical assistance. Operation of Professional Development education includes, but is not limited to, the following activities:
 - a. Schedule and coordinate Professional Development by means of virtual or in-person activities with school personnel at a reasonable time as determined by TCHATT Personnel, TCHATT Providers, and SCHOOL DISTRICT staff.
 - b. Staff Professional Development activities with relevant technical assistance and clinical expertise;
 - c. Conduct Professional Development activities;
 - d. Provide technical assistance for SCHOOL DISTRICT as necessary;
 - e. Provide curriculum and activities for Professional Development.
 4. Operate and Administer Student and Family Mental Health Literacy Education. TTUHSC shall operate and administer Student and Family Mental Health Literacy Education activities to provide students and families with mental health education. Student and Family Mental Health Literacy Education includes, but is not limited to, the following activities:
 - a. Schedule and coordinate Student and Family Mental Health Literacy Education by means of virtual or in-person activities with students and families at a reasonable time as determined by TCHATT Personnel, TCHATT Providers, and SCHOOL DISTRICT staff.
 - b. Staff Student and Family Mental Health Literacy Education activities with relevant technical assistance and clinical expertise;
 - c. Conduct Student and Family Mental Health Literacy Education activities;
 - d. Provide technical assistance for SCHOOL DISTRICT as necessary;
 - e. Provide curriculum and activities for Student and Family Mental Health Literacy Education.
 5. Operate and Administer Youth Aware of Mental Health (YAM) Program. The Youth Aware of Mental Health (YAM; www.y-a-m.org) Program is a 5-session program promoting increased knowledge and discussion about mental health in adolescents. The content is designed to enhance problem-solving skills and emotional intelligence through interactive lecture and role-play formats. YAM promotes youth empowerment and encourages adolescents to be more self-aware, while providing an opportunity to explore common dilemmas they currently face or may face in the future. Youth are actively engaged in learning from each other, while practicing listening skills, empathy, and perspective-taking. TTUHSC shall operate and administer Youth Aware of Mental Health (YAM) activities to provide students with mental health education. Youth Aware of Mental Health



- (YAM) includes, but is not limited to, the following activities:
- a. Discuss and provide to the SCHOOL DISTRICT information about the different projects and program options associated with the YAM Program.
 - b. Meet with the appropriate designated school personnel to plan implementation of the YAM Program.
 - c. Train and educate all necessary and appropriate school personnel about the programs prior to implementation;
 - d. Schedule and coordinate YAM with SCHOOL DISTRICT at a reasonable time as determined by TCHATT Personnel, TCHATT Providers, and SCHOOL DISTRICT staff;
 - e. Staff YAM activities with relevant technical assistance and clinical expertise;
 - f. Conduct YAM sessions;
 - g. Provide one YAM facilitator and one YAM assistant to implement the YAM Program;
 - h. Implementation will include five (5) 45 to 60-minute sessions delivered over 3 to 5 weeks;
 - i. Provide technical assistance for SCHOOL DISTRICT as necessary;
 - j. Provide YAM materials to students and appropriate school personnel including (i) student booklets and (ii) promotional posters;
6. Maintain TCHATT website
- a. TCHATT Personnel will provide access to useful tools and tips for participating educators and school counselors/behavioral health professionals via the TCHATT website.
 - b. TCHATT Personnel and TCHATT Providers will develop recommendations for best practice related to early intervention strategies to improve student's ability to engage in the typical school educational environment.
 - c. TCHATT Personnel will identify early intervention service gaps for students in the relevant education service center region.

The information provided by TTUHSC and/or TCHATT Education and Outreach Services to SCHOOL DISTRICT pursuant to this MOU is for educational and informational purposes only. As such, neither TTUHSC nor its employees make any representations, expressed or implied, with respect to the information provided under this deliverable. TTUHSC is not responsible for any advice, course of treatment, diagnosis, or any other information or services that SCHOOL DISTRICT provides based on the information obtained from TTUHSC.



EXHIBIT “C” SCHOOL DISTRICT SERVICES

School District, through its authorized employees, will perform the following services:

1. Provide a coordinator to act as a liaison between the students participating in TCHAT and the students’ parents/guardians, School District, and community resources.
2. Comply with the referral process provided by the TCHAT Personnel when referring students to TCHAT.
3. Identify, monitor and refer students to TTUHSC Personnel for a prompt mental health assessment.
 - a. Students referred to TCHAT must NOT be currently receiving treatment by another provider to address the concerns that prompted School District to refer the student to TCHAT.
 - b. School District must obtain the appropriate prior written consent from the student’s parent/guardian (or student if the student is authorized by applicable law) before sharing personally identifiable student information and/or education records with TTUHSC or referring any students to TCHAT for assessment process. The consent must specify the records to be released, state the purpose of the disclosure, identify the party(ies) to whom disclosure may be made, and be signed and dated by the parent/guardian (or student if the student is 18).
4. Provide a location for TCHAT Personnel to assess a student that protects the student’s confidentiality and privacy.
5. Allow and comply with any technical specifications as may be required by TTUHSC to support proper functioning of the TTUHSC Telemedicine equipment with the TTUHSC Telemedicine system and network, including access to LAN lines and network accessibility.
6. If TCHAT Personnel determine that a referral to a TCHAT Provider is necessary, School District will assure that student vital signs are obtained within 12 hours of the telemedicine appointment, unless the student is homebound or otherwise not located on school campus at the time of the appointment. The vitals that need to be monitored include the following: Height, weight, blood pressure, and pulse. School District must obtain parent/guardian consent to monitor these vital signs prior to the appointment.
7. Educate School District students and families on finding available community resources according to recommendations made by TCHAT Personnel.
8. Provide follow-up information to TCHAT Personnel regarding participants’ progress in reference to academic, attendance and behavioral records.