

MEMORANDUM OF UNDERSTANDING & AGREEMENT



Aliviane, Inc. is committed to providing comprehensive substance use and other mental health disorder services for residents living in West Texas (Region 10), which includes the counties of El Paso, Brewster, Culberson, Jeff Davis, Hudspeth, and Presidio. To accomplish these goals, we must rely on community resources to provide much needed services that are beyond the scope of this organization and/or to augment the services provided by Aliviane, Inc. **This document represents a record of agreement to provide individuals with program services listed below between Aliviane, Inc. programs and the following partnering agency:**

Name of Partnering Agency/Organization/ School/Program:

San Elizario Independent School District

Aliviane, Inc. applicable program services:

- | | | | | |
|--|---|--------------------------------|---|---|
| <input checked="" type="checkbox"/> PRIDES | <input checked="" type="checkbox"/> PRC Region 10 | <input type="checkbox"/> HMHL | <input type="checkbox"/> WCR | <input checked="" type="checkbox"/> YRC |
| <input type="checkbox"/> PRIDES - Rural | <input checked="" type="checkbox"/> EPAPC | <input type="checkbox"/> AOPC | <input type="checkbox"/> CCC | <input type="checkbox"/> RBI |
| <input checked="" type="checkbox"/> Strengthening Families | <input type="checkbox"/> PADRE | <input type="checkbox"/> OTC | <input type="checkbox"/> Por Mi Familia | <input type="checkbox"/> RCOP-I |
| <input checked="" type="checkbox"/> IMASTAR | <input type="checkbox"/> PATH | <input type="checkbox"/> YFOPC | <input type="checkbox"/> RSS | <input type="checkbox"/> PPW |

Description of services provided by Aliviane Inc.

General Description	Specific Deliverables
<p>Youth Prevention Indicated Program (YPI) may provide prevention services to youth at risk of substance use and adults referred.</p>	<p>Services include age appropriate prevention education; ATOD presentations; Information Dissemination to children, and families; Alternative Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.</p>
<p>Youth Prevention Selective (YPS) may provide prevention services to youth and adults referred.</p>	<p>Services include age appropriate prevention education; ATOD presentations; Information Dissemination to children, and families; Alternative Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.</p>
<p>Youth Prevention Universal Program (YPU) may provide prevention services to all youth and adults referred.</p>	<p>Services include age appropriate prevention education; ATOD; Information Dissemination to children, and families; Alternative Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.</p>

<p>El Paso Advocates for Prevention Coalition will work towards the prevention and reduction of the illegal and harmful use of alcohol, Marijuana, tobacco, and prescription drugs, (to include other drugs) in El Paso County, amongst youth and adults, by promoting and conducting community-based and evidence-based prevention strategies with key stakeholders.</p> <p>Prevention Resource Center program provides the community with substance use events, data, and information to mitigate the use of illicit substances in our community for all ages.</p> <p>YRC program provides youth a safe place to meet with peer leaders and obtain case management services. Peer leaders engage participants and their families/supportive allies in sober activities and the center is available to youth on weekends during high-risk times.</p>	<p>Services include conducting prevention services activities through the coalition. Implement the combination of information dissemination, alternative activities, community based process, environmental strategies, shift related to polices, practices, norms and community condition.</p> <p>Services include data sharing, substance use presentations, Regional Needs Assessment, tobacco compliance checks, tobacco law education, mass media, promotion of substance use related events, social media posting, and referrals.</p> <p>Services include referrals, family engagement services, case management resources, center with sober activities, outreach presentations, support groups, community service hours, and a Peer Advisory Council.</p>				
<input checked="" type="checkbox"/> Referral	<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Communication	<input checked="" type="checkbox"/> Financial Assistance	<input checked="" type="checkbox"/> Case Management	<input checked="" type="checkbox"/> Presentations/Sessions

Description of services provided by Partnering Agency/Organization/School/Program

General Description	Specific Deliverables				
<p>Provide coordinating support for Aliviane prevention presentations, information dissemination, alternative activities, evidence-based curriculum services, health fairs and community events, by allowing Prevention Specialist to work in their virtual or online classrooms and students.</p>	<p>Support for prevention education curriculum, adult and youth presentations ad information dissemination, virtually or in person</p>				
<input type="checkbox"/> Referral	<input type="checkbox"/> Transportation	<input type="checkbox"/> Communication	<input type="checkbox"/> Financial Assistance	<input type="checkbox"/> Case Management	<input type="checkbox"/> Presentations/Sessions

This MOUA indicates that a referral relationship exists and will abide by the Occupations Code, Title 3, Subtitle A, Chapter 102, Subchapter A, Sec. 102.001. This MOUA does not indicate any contract, liability, or endorsement between both partnering entities. Both entities will mutually provide information regarding services provided, admission and eligibility criteria, non-duplication of services, and any other information necessary for effective placement of individuals within the guidelines of client confidentiality as specified by State and Federal laws and regulations, specifically the Federal Regulations on Confidentiality of Alcohol and Substance Abuse Patient Records (Federal Register, General Provisions Title 42, Chapter 1, Part 2), Health Insurance Portability and Accountability Act (HIPAA), and any other requirements as mandated by existing protocols.

This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. Nothing in this Agreement is intended to nor shall it operate to confer any third party beneficiary rights in favor of any person or entity. It is understood and agreed that Aliviane is an independent contractor and that neither it nor any employee (paid or volunteer) or agents contracted by it, or otherwise performing duties of Aliviane, shall be deemed for any purposes to be employees or agents of San Elizario ISD.

This agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas

Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

This MOUA recognizes that referred individuals are responsible for any fees or payments if any apply. Aliviane, Inc. has no liability or responsibility for such fees or payments, unless arranged in advance, in writing, by an official of Aliviane, Inc. with authority to authorize such payment. This agreement will be in effect for one year from the date of full execution or may be terminated by either entity with thirty (30) days written notice.

Signature: _____

Name: Dr. Jeannie Meza-Chavez
Title: Superintendent
Entity: San Elizario ISD
Phone: 915-872-3970
Email: jmeza-chavez@seisd.net

Signature: _____

Name: Ivonne Tapia, MA, LCDC, LPC-S, ACPS
Title: Chief Executive Officer
Entity: Aliviane, Inc.
Phone: 915-782-4000
Email: itapia@aliviane.org

Start Date: 09-1-2024 End Date: 09-1-2025
MOUA Renewal Required 1-Year after Start Date*

Form ID: ADM-MOUA-01
2020