



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/23/26

Item Title: Educational Services Agreement X Action
Between Brownsville ISD and Little Information
Haven PPEC, LLC. Discussion

BACKGROUND:

Little Haven PPECC operates a Prescribed Pediatric Extended Care Center (“PPECC”) licensed by the Texas Department of State Health Services under Subchapter B, Health & Safety Code, and located within the boundaries of Brownsville ISD, to provide medical services for children. Brownsville ISD (BISD) services the educational needs of all students within its boundaries who are over 3 and younger than 22 years of age on September 1 of any school year in which admission is sought. Little Haven PPECC and BISD seek to enter into this non-exclusive Agreement to provide guidance for the coordinated provision of services from each entity when a young adult or child is both eligible, admitted, or enrolled at Little Haven PPECC and BISD. Admission of a child to Little Haven PPECC is a medical and parental decision, not an educational placement decision made by BISD or its ARD or Section 504 committees. Admission to the PPECC requires a physician’s prescription and is initiated through a physician’s referral with voluntary parental consent, in accordance with Texas Administrative Code, Title 26, Part 1, Chapter 550, and Texas Health and Safety Code Chapter 248A. BISD does not refer, direct, or place students at the PPECC, and nothing in this Agreement shall be construed as an educational placement of a student by Brownsville ISD or as a determination by any ARD or Section 504 committee that the PPECC is an appropriate educational setting. BISD’s obligation to provide educational services is triggered solely by notification that a student who is enrolled at BISD, or who is eligible for enrollment, has been admitted to the PPECC by physician prescription and parental consent, after which the appropriate committee will convene to determine what services, if any, are required to provide a Free Appropriate Public Education (“FAPE”) to the student in accordance with applicable law.

FISCAL IMPLICATIONS:

In order to generate ADA funding for BISD, Little Haven PECC will provide and assist the district with daily attendance data in accordance with the Texas Education Agency (TEA) Student Attendance Accounting Handbook for students for school district PEIMS reporting and comply with Medicaid and THHP billing requirements, including cooperating with BISD on school district SHARS documentation as requested, and not issue billing or duplicative billing to Medicaid for services provided by BISD for services provided by the school district to students.

RECOMMENDATION:

Recommend approval of the Educational Services Agreement between Brownsville Independent School District and Little Haven PPEC, LLC.

Approved for Submission to Board of Education:

Submitted by: **Principal/Program Director**

Recommended by: **Asst. Supt./Exec. Dir.**

Reviewed by: **Staff Attorney**

Approved by: **Chief Officer**


Dr. Alda T. Benavides, Interim Superintendent

**Educational Services Agreement
Between Brownsville Independent School District
And Little Haven PPEC, LLC.**

This Agreement is made by and between the **Brownsville Independent School District** (“Brownsville ISD”), 1900 Price Road Brownsville, TX 78521 and **Little Haven PPECC, LLC**. (“Little Haven PPECC”), 328 Lorenaly Dr Brownsville, TX 78526 (the “Agreement”), which may be hereinafter referred to as a “Party” or “Parties,” for services related to patients at Little Haven PPECC and students of Brownsville ISD on the following terms and conditions.

WHEREAS, Little Haven PPECC operates a Prescribed Pediatric Extended Care Center (“PPECC”) licensed by the Texas Department of State Health Services under Subchapter B, Health & Safety Code, and located at 328 Lorenaly Dr., Suite 100 Brownsville, Texas 78526 and within the boundaries of Brownsville ISD, to provide medical services for children;

WHEREAS, Little Haven PPECC is a physician prescribed, non-residential, nursing center that serves children and adolescents for up to 12 hours a day, from birth to age 20, and who have medically complex or technologically dependent conditions such as apnea monitoring, oxygen administration, tracheostomy care, ventilator management, g-tube feedings, medication administration and nutritional management and formula administration;

WHEREAS, Brownsville ISD serves the educational needs of all students within its boundaries and provides general education, Section 504 and special education services for qualified individuals 3 to 21 years of age as of September 1st;

WHEREAS, certain Little Haven PPECC patients may be eligible students for special education services or Section 504 as determined by Brownsville ISD;

WHEREAS, the Little Haven PPECC and Brownsville ISD seek to enter into this non-exclusive Agreement to provide guidance for the coordinated provision of services from each entity when a young adult or child is both eligible, admitted, or enrolled at Little Haven PPECC and Brownsville ISD;

WHEREAS, under this Agreement, Little Haven PPECC would be wholly responsible for all medically related services provided its patients admitted to its facility and Brownsville ISD agrees to be responsible to provide general education, Section 504 or special education services for enrolled students at the PPECC determined eligible for such services by the school district; and

WHEREAS, the Parties expressly acknowledge that admission of a child to Little Haven PPECC is a medical and parental decision, not an educational placement decision made by Brownsville ISD or its ARD or Section 504 committee. Admission to the PPECC requires a physician’s prescription and is initiated through a physician’s referral with voluntary parental consent, in accordance with Texas Administrative Code, Title 26, Part 1, Chapter 550, and Texas Health and Safety Code Chapter 248A. Brownsville ISD does not refer, direct, or place students at the PPECC, and nothing in this Agreement shall be construed as an educational

placement of a student by Brownsville ISD or as a determination by any ARD or Section 504 committee that the PPECC is an appropriate educational setting. Brownsville ISD's obligation to provide Section 504 or special education services is triggered solely by notification that a student who is enrolled at Brownsville ISD, or who is eligible for enrollment, has been admitted to the PPECC by physician prescription and parental consent, after which the appropriate committee will convene to determine what services, if any, are required to provide a Free Appropriate Public Education ("FAPE") to the student in accordance with applicable law;

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

I. SERVICES TO BE PROVIDED BY LITTLE HAVEN PPECC

Little Haven PPECC agrees to the following services:

1. After obtaining prior authorization from Medicaid or an insurer and upon the admission of a patient to the PPECC as medically prescribed, Little Haven PPECC will assign a permanent administrative point of contact to work with Brownsville ISD related to this Agreement.
2. Notify Brownsville ISD in writing within five (5) business days of the admission of any patient to the PPECC who is, or who may be, a student enrolled in or eligible for enrollment in Brownsville ISD. Such notification shall be provided by Little Haven PPECC and/or the parent and shall include the student's name, date of birth, parent contact information, the date of PPECC admission, and the physician's prescription or referral authorizing PPECC placement. For the avoidance of doubt, Brownsville ISD does not refer, direct, or initiate placement of any student at the PPECC. Admission to the PPECC is a voluntary medical and parental decision made pursuant to a physician's prescription, independent of and prior to any action by Brownsville ISD. Little Haven PPECC shall assist the parent, upon the parent's request, in understanding how to contact the Brownsville ISD Special Services Department or Section 504 Department, but shall not represent to parents that Brownsville ISD directs or controls PPECC admission.
3. Provide the District with records to conduct its evaluation for special education or Section 504 student services evaluation including:
 - a. Proof of current facility licensing by the Texas Department of Health State Services,
 - b. Parent and student name, residence address, phone number and other information required to evaluate admission,
 - c. Medical documentation includes:
 - i. Physician Orders,
 - ii. PPECC Admission Eligibility Determination,
 - iii. Nursing and Emergency Medical Plans,
 - iv. Medical Administration Plans,
 - v. Parent Consents,

- vi. Emergency Contact Information,
 - vii. Interdisciplinary Plans of Care,
 - viii. Schedule of Services and Fees and Payment Allocation,
 - ix. Medicaid Authorization or Insurance Authorizations and Records.
- d. Once a student is determined eligible for special education or Section 504 services by Brownsville ISD, at its sole discretion, provide to Brownsville ISD at no cost to the school district.
- i. A safe, private and secure environment conducive for the provision of special education or Section 504 services at the PPECC including the following, at the discretion and request of Brownsville ISD:
 - a. PPECC staffing as requested by Brownsville ISD,
 - b. Adequate classroom, restroom space and storage within the PPECC facility to permit the school district to provide educational services,
 - c. Furniture for classroom space,
 - d. On-call security and custodial service,
 - e. An on-site administrative point of contact, and
 - f. Upon request by the Brownsville ISD or parent, provide a representative knowledgeable on the services provided to Student by Little Haven PPECC to participate either virtually or in-person at students' Admission, Review and Dismissal ("ARD") Committee and/or Section 504 Meetings.
 - g. Reimburse Brownsville ISD for lost or damaged school district textbooks, technology, devices, materials, etc. directly caused by the acts or omissions of Little Haven PPEC employees.
4. Provide all required transportation for admitted patients who are students of Brownsville ISD.
5. Immediately notify Brownsville ISD of:
- a. Complaints or investigations by patients at Little Haven PPEC alleging offensive language or contact, communications, touching, harassment, retaliation, including on the basis of a lawfully protected status such as on the basis of sex, gender, race religion, age, disability, etc., particularly involving a Brownsville ISD student, within twenty-four (24) hours of receiving same,
 - b. Changes in a Brownsville ISD student's medical condition or plan,
 - c. Withdrawal of a parent or physician's consent for services at Little Haven PPEC,
 - d. Brownsville ISD student hospitalization, injuries, or severe illnesses, or

- e. Any occurrence or event impacting special educational or Section 504 services.
6. Ensure and certifies compliance with applicable HHSC licensing requirements including Texas Health and Safety Code, Title 4, Chapter 248A, Chapter 250, Chapter 253 and Chapter 260A as well as Texas Administrative Code, Title 26, Part 1, Chapter 550, and maintain required policies and procedures required by Texas HHSC, that are available upon request, and include:
 - a. Required facility requirements;
 - b. Required staffing licensing, requirements and levels;
 - c. Incident reporting including providing written records of complaint and investigation related to processing of claims of abuse, mistreatment, negligence, neglect, harassment, retaliation, discrimination, etc. with evidence of notification to law enforcement, state agencies, parent and Brownsville ISD;
 - d. Infection control and communicable disease response;
 - e. Medication administration;
 - f. Emergency evacuation, fire safety, severe weather procedures;
 - g. Elopement prevention;
 - h. Transportation including emergency protocols; and
 - i. Assistance to Brownsville ISD with student supervision during special education services or Section 504.
7. Provide and assist Brownsville ISD with daily attendance data in accordance with the Texas Student Attendance Accounting Handbook for students for school district PEIMS reporting and ADA funding.
8. Comply with Medicaid and THHP billing requirements, including cooperating with Brownsville ISD on school district SHARS documentation as requested, and not issue billing or duplicative billing to Medicaid for services provided by Brownsville ISD for services provided by the school district to students.
9. Provide and maintain current insurance coverage and limits as described in *Exhibit C*.
10. **LITTLE HAVEN PPECC, LLC AGREES TO INDEMNIFY, DEFEND AND HOLD FREE AND HARMLESS, THE BROWNSVILLE ISD, ITS TRUSTEES, OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (IN THEIR INDIVIDUAL AND/OR OFFICIAL CAPACITIES) FROM AND AGAINST CLAIMS (INCLUDING ATTORNEYS FEES AND COSTS) ARISING FROM OR RELATED TO THIS AGREEMENT OR PRODUCT OR SERVICES PROVIDED OR FAILED TO BE PROVIDED HEREIN INCLUDING CLAIMS ALLEGING DEATH, INJURY, ILLNESS, LIABILITY, LOSS, DAMAGE, FRAUD, IMPROPER BILLINGS OR RECORDKEEPING, AUDIT FINDINGS, REIMBURSEMENT CLAIMS, OR ADMINISTRATIVE PENALTIES,**

SANCTIONS OR COSTS, TO A PERSON(S), PROPERTY(IES) OR CLAIMS BY A GOVERNMENTAL AGENCY, THAT ARISE FROM OR RELATE TO THE INTENTIONAL, RECKLESS, FRAUDULENT, OR NEGLIGENT ACTS OR OMISSIONS OF LITTLE HAVEN PPECC, LLC, ITS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION, CLAIMS OF PATENT, TRADE SECRETS, TRADEMARK, COPYRIGHT OR INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

11. Certifies that no employee of the Brownsville ISD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision related to this Agreement which affects his or her interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.
12. Acknowledges that this Agreement is subject to the Public Information Act, Chapter 552 of the Texas Government Code. If the Brownsville ISD receives a written request for public information related to this Agreement that is in the possession or custody of the Little Haven PPECC and not in the possession or custody of the Brownsville ISD, the Little Haven PPECC will deliver that information to the Brownsville ISD within five (5) calendar days of Brownsville ISD's written request.
13. Certifies that it is not listed as ineligible to receive a State or school district contract or investment and has and shall comply with laws under Chapter 808, 809, 2155.04, 2252, 2270, 2271, 2274, 2275, or 2276, Texas Government Code.
14. Pursuant to Section 231.006, Texas Family Code, Little Haven PPECC certifies that it is not ineligible to receive payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
15. Represents and warrants that no operator, shareholder, officer or director has been convicted of a felony. Should it become known to Little Haven PPECC that an operator, shareholder, officer or director is convicted of a felony while the Agreement is in effect, the Little Haven PPECC shall immediately notify the Brownsville ISD of such conviction or face termination of the Agreement.
16. Maintain any and all applicable license(s) and certification(s) necessary to perform services contemplated and required by this Agreement. Little Haven PPECC shall immediately notify the Brownsville ISD if any license(s) or certification(s) are suspended, terminated or are no longer valid or effective.
17. At its own expense, is required to fully comply with Texas Education Code §22.0834 before services are performed under this Agreement. Written certification that Little Haven PPECC has obtained the required criminal history information for all covered employees and that all employees or contractors with disqualifying offenses are

barred from providing services under this Agreement is required prior to the delivery of services. A completed certification must be delivered to the District prior to the delivery of services in the form found in the attached *Exhibit A*.

18. Pursuant to Texas Education Code, § 22A.055, a person who will act as a service provider for a school district must submit an executed affidavit to Brownsville ISD prior to the commencement of services. The form for completion, execution and return to the Brownsville ISD by Little Haven PPECC is attached and labeled *Exhibit B*. Services may not be commenced prior to Little Haven PPECC fulfilling this obligation and the failure to do so constitutes grounds for termination.
19. Agrees that it has met the requirements of Texas Local Government Code Chapter 176 relating to conflicts of interest by filing Texas Ethics Commission Form CIQ as well as the requirements of Texas Government Code Section 2252.908 relating to disclosure of interested parties by filing Form 1295 Certificate of Interested Parties. Little Haven PPECC understands that failure to comply with the requirements of Texas Government Code Section 2252.908 renders the Agreement void. Little Haven PPECC further understands that Brownsville ISD's employee, officers or agents are prohibited from soliciting or accepting gratuities, favors, or anything of value from Little Haven PPECC.
20. Maintain strict confidentiality of any and all student data shared with it in compliance with Family Educational Rights and Privacy Act (FERPA) and its implementing federal regulations. Little Haven PPECC shall not share information with third parties unless authorized to do so by state or federal law and parent and Brownsville ISD consent. Records or data obtained will be used solely for the purposes described in the Agreement. Little Haven PPECC will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information. Any unauthorized disclosure of confidential student information is a violation of the FERPA, and its implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of this data, the Parties shall permit only those employees authorized to have access to the data. Little Haven PPECC agrees to store the data in a secure area and to prevent unauthorized access in the continental United States. Little Haven PPECC agrees that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or confidential information of any type was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, Little Haven PPECC shall notify the Brownsville ISD of the breach within 24 hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. Tex. Bus. & Com. Code Sections 521.001-152. Brownsville ISD ownership of educational records shall be retained at all times by Brownsville ISD and at the end or termination of this Agreement, all educational records possessed by Little Haven PPECC must be destroyed or returned to Brownsville ISD as directed by the school district in writing.

21. Maintain the privacy and security of individually identifiable patient health information of all students in accordance with relevant federal and state laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 and regulations on patient privacy promulgated pursuant thereto, including 45 C.F.R. Parts 160 and 164, and agree to take such actions as necessary in connection therewith. All medical records developed by Little Haven PPECC in connection with the services performed under this Agreement shall be the property of Little Haven PPECC and shall be retained by Little Haven PPECC during the term of this Agreement and thereafter for a period of years as required by state and federal law. In the event of a breach of the Protected Health Information (PHI) collected and maintained under this Agreement, Little Haven PPECC shall follow the HIPAA notification requirements.
22. Little Haven PPECC is solely responsible and liable for all patients under its care and persons visiting or working at the PPECC, including the care, safety, treatment, oversight, administration, management and operational responsibility for medically fragile persons under this Agreement with no responsibility or liability accruing to Brownsville ISD for its participation in this Agreement for the limited purpose of providing educational services required by law.
23. Little Haven PPECC shall maintain supervisory responsibility for all students at all times during their enrollment at the PPECC, including during arrival at, transitions within, and departure from the facility. Brownsville ISD staff shall not be responsible for medical supervision, physical care, or safety oversight of students at any time. Prior to commencement of services under this Agreement, the Parties shall establish and document in writing a written handoff protocol specifying: (a) the process and timing by which educational services begin and end each day; (b) the PPECC staff member responsible for student supervision immediately before and after educational services; (c) procedures in the event a student's medical condition changes during educational services; and (d) the process for Brownsville ISD staff to access and exit the facility.
24. In the event of a dispute arising out of or relating to this Agreement, the Parties agree to attempt resolution through the following process before initiating litigation: (a) the Party identifying the dispute shall provide written notice to the designated representative of the other Party describing the nature of the dispute; (b) within ten (10) business days of such notice, authorized representatives of both Parties shall meet in good faith to attempt informal resolution; (c) if informal resolution is unsuccessful within thirty (30) days of the initial written notice, the Parties may agree to submit the dispute to non-binding mediation before a mutually agreed mediator; and (d) if mediation is unsuccessful or declined, either Party may pursue available legal remedies. Notwithstanding the foregoing, this dispute resolution process shall not be required prior to seeking emergency injunctive or equitable relief, and shall not limit Brownsville ISD's right to terminate this Agreement pursuant to Section IV. Each party shall bear its own costs of mediation unless otherwise agreed in writing.

II. SERVICES TO BE PROVIDED BY BROWNSVILLE ISD

Brownsville ISD agrees to the following services:

1. Upon receiving written notification from Little Haven PPECC or a parent pursuant to Section I.2 of this Agreement that a student has been admitted to the PPECC by physician prescription and parental consent, verify whether the student:
 - a. Is enrolled as a student at Brownsville ISD, or
 - b. Is eligible for enrollment at Brownsville ISD.

2. Following receipt of notification under Section II.1, and upon confirmation of enrollment or eligibility, the school district will:
 - a. Verify the student's enrollment or eligibility status with Brownsville ISD, and confirm that Little Haven PPECC meets the facility requirements outlined in Section I of this Agreement, or request additional information or documentation as needed;
 - b. If the student is not already receiving special education or Section 504 services and a parent requests an evaluation, initiate the evaluation process in accordance with IDEA and Section 504 within applicable legal timelines. For the avoidance of doubt, the decision to evaluate and the outcome of any evaluation are made solely by Brownsville ISD in accordance with applicable law and are not dictated by the student's admission to or enrollment at the PPECC;
 - c. If the student is already receiving services under IDEA or Section 504, convene the ARD committee or Section 504 committee, as applicable, within a reasonable time following notification of the student's PPECC admission, to review and, if appropriate, amend the student's current Individualized Education Program ("IEP") or Section 504 Plan to address the delivery of required educational services in the PPECC setting. The ARD or Section 504 committee, not this Agreement, shall determine what services, if any, are required to provide FAPE to the student, and any such determination shall be made in accordance with IDEA, Section 504, applicable TEA guidance, and the Student Attendance Accounting Handbook ("SAAH"). Nothing in this Agreement constitutes an ARD committee determination that the PPECC is an appropriate educational placement, nor shall this Agreement be used to compel any specific ARD committee outcome.

3. At Brownsville ISD or parent request, a representative of Little Haven PPECC may be invited to participate either virtually or in-person at students' Admission, Review and Dismissal ("ARD") Committee and/or Section 504 Meetings.
4. In accordance with the approved IEP or Section 504 Plan, the District agrees to provide certified staff for a minimum of 2 hours (half day ADA funding) or a minimum of 4 hours (full day ADA funding) of in-person daily required instructional minutes and special education services and 504 services, including school district designated resources, textbooks, technology, devices, materials, supplies, etc., to be delivered at scheduled times and days as determined by and at a Brownsville ISD agreed to classroom at the Little Haven PPEC. On a daily basis, Brownsville ISD will track and log instructional duration hours including exact arrival and departure times accompanied by signature while providing education at the PPEC.
5. Decisions regarding staffing, scheduling of classes, and resources shall be made exclusively by Brownsville ISD.
6. ADA funding for students provided with special educational services and 504 services at Little Haven PPECC shall inure exclusively to Brownsville ISD which shall include the responsibility for recording attendance, PEIMS coding and reporting.
7. School Health and Related Services ("SHARS") billing will be issued by Brownsville ISD for Medicaid eligible services provided by the school district to students under this Agreement and shall not be billed by Little Haven PPEC. Reimbursement payment for SHARS eligible services set forth in a student's payment shall be billed and made solely to Brownsville ISD.
8. Students receiving special education services and 504 services at Little Haven PPECC shall be subject to Brownsville ISD's Board Policy, Student Handbook, and Codes of Conduct.
9. District staff assigned to provide special education services and 504 services at Little Haven PPECC shall be subject to Brownsville ISD's Board Policy and Employee Handbook.
10. District staff shall not provide or be required to provide medical services or treatment by Little Haven PPECC for any reason.
11. Special education services or Section 504 may be suspended upon student or school district health or safety concerns at the sole discretion of Brownsville ISD, subject to resolution with Little Haven PPECC through the appropriate district committee

or administrative process.

12. Related to this Agreement, comply with HIPAA for purposes of SHARS reimbursable services and billing, but maintaining the specific exemption for protected health information excluded under FERPA pursuant to 45 CFR § 160.103, π (2) as to all other educational programs and services.

III. TERM OF AGREEMENT

The term of this agreement shall be from _____ through _____, unless earlier terminated in accordance with Section IV of this Agreement or renewed by mutual written agreement of the Parties prior to expiration. This Agreement shall automatically expire at the end of each school year unless the Parties execute a written renewal. Nothing in this Agreement shall obligate Brownsville ISD to renew or extend the term.

IV. TERMINATION

Termination of this Agreement prior to the expiration of the Term may be accomplished as follows:

1. By mutual written agreement signed by an authorized representative of the parties to this Agreement.
2. Immediately upon the event of discharge of a student [but termination of the Agreement only applicable as to the discharged, disqualified or ineligible student] from the PPECC or disqualification of eligibility for either medical reasons or reasons set forth by Brownsville ISD's ARD or Section 504 committee or as required by law.
3. By thirty (30) days written notice by one party upon the other party convenience and without cause.
4. Either party may terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach to the satisfaction of the party issuing notice within thirty (30) days following receipt of written notice of such breach.
5. Subject to applicable law, if a party makes any assignment for the benefit of its creditors, files a petition under the bankruptcy laws of any jurisdiction, has appointed a trustee or receiver for its property or business or is adjudicated bankrupt or insolvent, the other party may terminate this Agreement.
6. Pursuant to Texas Local Government Code Sec. 271.903, this Agreement is subject to a commitment of current revenue. This Agreement will continue in effect contingent upon an adopted budget allocating funding for this Agreement each fiscal year. This Agreement may be terminated by Brownsville ISD if funds are not appropriated for this Agreement despite Brownsville ISD's best efforts. Brownsville ISD will notify Little Haven PPECC of the non-appropriation of funding and termination of this Agreement.

V. MISCELLANEOUS

1. It is understood and agreed that Little Haven PPECC is an independent contractor and neither Little Haven PPECC nor any employees, volunteers, or agents contracted by Little Haven PPECC shall be deemed for any purposes to be employees, volunteers or agents of Brownsville ISD. Little Haven PPECC shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations, Brownsville ISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
2. Neither Brownsville ISD nor Little Haven PPECC shall be held responsible for any delay or failure to perform any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government order or requirement, civil or military authority, act of God, public health emergency, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. If a party's performance is delayed for a period exceeding thirty (30) days, both parties reserve the right to terminate the Agreement.
3. Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
4. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach. A waiver of a breach must be intentionally stipulated in writing by the parties or by agreement of the parties.
5. Except as otherwise provided by this Section, notices, consents, approvals, demands, requests, or other communications required or permitted under this Agreement will be in writing and sent via U.S. Postal Service certified mail, return-receipt requested, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) when received, or (iii) if delivered by email (to the extent an email address is provided below), when received:

If to Little Haven PPEC:

Little Haven PPEC, LLC

Name: _____
Title: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

If to District:

Brownsville Independent School District

Name: _____
Title: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

6. No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
7. This Agreement may be amended or modified by, and only by, a written instrument approved by the Board of Trustees of Brownsville ISD or its duly authorized agent or representative, and executed between Brownsville ISD and Little Haven PPEC.
8. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend or construe the terms or provisions of the sections of this Agreement.
9. This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties consent to the jurisdiction and mandatory venue of the courts of Cameron County, Texas, for any action related to this Agreement. A prevailing party may recover its attorney's fees and costs.
10. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in it. The Parties may mutually agree to renegotiate this Agreement to cure such illegality/invalidity or unconstitutionality
11. The Parties acknowledge and agree that this MOU is non-exclusive and either Party may enter into similar arrangements with other institutions and entities for similar

or identical scopes of work.

12. The Parties agree to observe nondiscrimination policies and laws in the performance of this Agreement and prohibit discrimination or retaliation against any individual on the basis of age, sex, race, color, national origin or physical handicap unless such is a bona fide occupational criteria. District and School agree that neither shall tolerate any acts of sexual harassment. Both parties also agree to comply with all federal and state law, regulations and local ordinances as well as their own institutional policies in the provision of their respective services to students including those enforcing privacy and confidentiality requirements for students, families and employees.
13. This Agreement is the product of the Parties' joint efforts and the language herein or its construction or interpretation shall not be interpreted against one Party but rather interpreted as a product of their mutual and joint intention.
14. This Agreement may be executed in two (2) counterparts, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.
15. This Agreement and all Exhibits, Supplements and Amendments thereto shall constitute the complete understanding of Little Haven PPECC and Brownsville ISD. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

The "Effective Date" of this Agreement shall be the date that the last authorized representatives of the Parties has signed below.

LITTLE HAVEN PPEC

**BROWNSVILLE INDEPENDENT
SCHOOL DISTRICT**

Signature

Daniela Lopez Valdez
President, Board of Trustees

Shubra Sharma

Date

Founder & CEO

Minerva M. Peña
Secretary, Board of Trustees

Date

Date

ATTACHMENTS:

Exhibit A - Certification of Compliance with Texas Education Code §22.0834

Exhibit B - Section 22A.055 Pre-Service Affidavit

Exhibit C - Insurance Requirements

Exhibit A

Certification of Compliance with Texas Education Code §22.0834

Texas law requires individuals and entities who enter into service contracts with school districts to submit to a criminal history review if they have continuing duties related to the contracted service and direct contact with students. The individuals and entities who have access to the Department of Public Safety FACT Clearinghouse under the National Child Protection Act (NCPA) must certify to the District their compliance with Texas Education Code §22.0834. Non-NCPA qualified contractors who do not have access to the FACT Clearinghouse should contact the Brownsville ISD Human Resources Department for assistance with utilizing the District's Local Education Entity (LEE) Fast Pass process.

[Requirements for School District Contractors | Texas Education Agency](#), posted July 20, 2021, provides helpful guidance for contractors on how to comply with Texas Education Code Section 22.0834.

Definitions:

Covered employees are employees of Contractor/subcontractor or the independent contractor who have or will have continuing duties related to the service to be performed at District and have or will have direct contact with students.

Direct contact is contact that results from activities that provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a certified educator or other professional District employee. 19 Tex. Admin. Code §153.11.01(7). District is the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history is any conviction or other criminal history information designated by District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Make applicable selection and sign below:

I certify that no one performing services under this contract is a covered employee as defined above and that precautions have been imposed to ensure that no one performing services under this contract will become a covered employee as the term is defined above and that such precautions will be maintained throughout the term of this Contract.

OR

[INSTRUCTION: CHECK APPROPRIATE SELECTION BELOW]

For Independent Contractors:

As an Independent Contractor, I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT).

I further certify that I do not have a disqualifying criminal history. I agree to notify District in writing within three (3) business days if I am arrested or adjudicated for a disqualifying reason during the Contract term.

I further agree to provide District, upon request, my full name, and any other requested information so that District may obtain my criminal history record information.

I understand that District may terminate my service and the underlying Agreement at any time if District determines, at its sole discretion, that my criminal history is not acceptable.

OR

For all other Contractors:

I certify, on behalf of Contractor, that

Some or all of Contractor or his employees and/or subcontractors or agents are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees/subcontractors. None of the covered employees/subcontractors has a disqualifying criminal history.
2. If Contractor receives information that a covered employee/subcontractor subsequently has a reported criminal history, Contractor will immediately remove or cause to be removed the covered employee/subcontractor from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees/subcontractors so that the District may obtain criminal history record information on the covered employees/subcontractors. If the District objects to the assignment of a covered employee/subcontractor on the basis of the covered employee's/subcontractor's criminal history record information, Contractor agrees to discontinue using the covered employee/subcontractor to provide services at the District.

4. Contractor has obtained certifications from its subcontractors, if any, of compliance with Texas Education Code Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination of the underlying Agreement.

Contractor Name

Authorized Signature

Printed Name

Title

Date

Exhibit B

**PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT
FOR EDUCATIONAL ENTITIES**

- FOLLOWING PAGE -

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

*Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 – Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity must consent for release of the person's employment records.</i>	Yes No <input type="checkbox"/> <input type="checkbox"/>

Section 3 – Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes No <input type="checkbox"/> <input type="checkbox"/>
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes No <input type="checkbox"/> <input type="checkbox"/>

<p>Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?:</p> <ul style="list-style-type: none"> • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <p><i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i></p> <p><i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i></p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>Have you ever been investigated by a licensing authority or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency.</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.</p>	

Section 3 – Declaration of Applicant

Name (First, Middle, Last)

Date of Birth

Address (House/Unit # and Street Name)

Address (City, State, Zip Code)

County

Signature

Date Signed

Exhibit C

INSURANCE REQUIREMENTS

1. The Brownsville ISD reserves the right to review the insurance requirements during the effective period of any Contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by Brownsville ISD based upon changes in statutory laws, court decisions or potential increase in expense to loss.
2. The Brownsville ISD requires the following minimum insurance coverages:

<u>Types of Coverage</u>	<u>Limits of Liability</u>
Commercial General Liability	\$1,000,000.00 per occurrence \$3,000,000.00 aggregate
Sexual Misconduct/Abuse	\$ 250,000.00 per occurrence \$ 750,000.00 aggregate
HIPAA Proceeding Expense	\$ 25,000.00 per person
Professional liability or Errors or Omissions Coverage	\$1,000,000.00 per occurrence \$3,000,000.00 aggregate
Workers' Compensation	Statutory Limits
(a) Coverage at Statutory Limits with All States Endorsement	
(b) Employer's Liability Each Accident	\$1,000,000.00
Disease (Policy Limit)	\$1,000,000.00
Disease (Each Employee)	\$1,000,000.00
Automobile Liability (Combined Single Limit)	\$1,000,000.00 per incident
Personal Injury Protection	\$ 5,000.00

All owned, non-owned, rented, hired and leased autos must be included. Coverage for "Any Auto."

3. Coverage

Coverage shall include the following:

- (a) Premises operations;
- (b) Blanket Contractual Liability;
- (c) Abuse, Neglect, Harassment or Molestation;
- (d) Products/Completed Operations;

- (e) Broad Form Property Damage;
- (f) Independent Contractors;
- (g) Per project aggregate limit;
- (h) Provide a statement of claims against the aggregate limit with each renewal certificate;
- (i) Medical Malpractice;
- (j) Waivers of subrogation in favor of Brownsville ISD, Board of Trustees, its officials, officers, employees agent, volunteers and representatives shall be provided and mandatory.

4. The Brownsville ISD requires that the following insurance requirements be satisfied:
- .1 No Work shall be commenced until all insurance requirements set forth in this Agreement have been approved by the Brownsville ISD in writing.
 - .2 All insurance policies and certificates required hereunder shall be in form and content satisfactory to the Brownsville ISD and written on an "occurrence basis."
 - .3 The Brownsville ISD shall be furnished an ACORD form Certificate of Insurance evidencing all policies and endorsements required by this Agreement prior to execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance.
 - .4 Each Insurance coverage/policy shall contain a provision that at least thirty (30) days prior written notice shall be given to the Brownsville ISD in the event of cancellation, material change, or non-renewal.
 - .5 Insurance shall be underwritten by a company licensed to do business in Texas, satisfactory to Brownsville ISD and rated minimum A-VII by A.M. Best.
 - .6 The insurance coverages specified herein shall be maintained at all times during the term of the Agreement.
 - .7 No deletions/exclusions from the standard coverage form are allowed without the prior written consent of the Brownsville ISD.
 - .8 The Contractor shall be responsible for all deductibles; the Brownsville ISD shall approve the deductibles selected.
 - .9 With the exception of Excess Umbrella Coverage, the coverage afforded by each carrier for contractor must be a primary over any other applicable insurance.
 - .10 In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing as Additional Insured on a Primary and Non-Contributory the Brownsville ISD, the Board of Trustees, its officers, officials, employees, agents, volunteers and representatives on all policies except for worker's compensation and professional liability, and (b) showing waivers of subrogation in favor of the Brownsville ISD.
 - .11 Worker's Compensation Policy must include an other states endorsement to include Texas if the business is domiciled outside of the State of Texas and a waiver of subrogation and any other rights in favor of Brownsville ISD endorsed in the policy.

