



CENTRAL COUNTIES SERVICES
MEETING BEHAVIORAL AND DEVELOPMENTAL NEEDS

Bell ♦ Corvell ♦ Hamilton ♦ Lampasas ♦ Milam



This Memorandum of Understanding ("MOU" or "Agreement") is entered into between Central Counties Services ("CCS") and Buckholts Independent School District ("Buckholts ISD"), jointly referred to as ("Parties"), for the purpose of outlining the process and procedures for the provision of school-based mental health care by CCS to Buckholts ISD students with mental illness or intellectual and developmental disabilities who are enrolled in or newly referred to Children's Mental Health Services.

WHEREAS, Central Counties Services provides mental health services to children and adolescents in Milam County, who are served by Buckholts ISD,

WHEREAS, the Parties desire to make available mental health services to District ISD Students with the least amount of disruption to the Students' educational programming,

WHEREAS, Buckholts ISD believes it is in the best interest of the School District to allow CCS to administer mental health services to the Students on District ISD property,

WHEREAS, it is deemed advisable and in the best interest of the Parties to enter into this Agreement for CCS to provide children's mental health services to the Students of Buckholts ISD on District Property for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

I. CCS agrees:

- A. To employ Qualified Mental Health Professional staff, known herein as QMHP's, (Bachelor's degree in the social sciences, plus experience in mental health or a related field) who will be clinically supervised by a Child Mental Health Coordinator who has either a. a master's degree in the counseling field and is a Texas-licensed professional counselor, or b. a master's degree in social work and is a Texas-licensed clinical social worker. These employees are the sole employees of CCS and have no employment relationship of any kind with Buckholts ISD.
- B. The QMHP's will be capable of providing the following services on Buckholts ISD campuses:
 - Provision of focused skill-building services for individuals and groups to include reducing maladaptive behaviors, and teaching improved social skills and coping strategies
 - Case management
 - Medication education
 - Engagement activities
 - Other services mutually agreed upon by Buckholts ISD and CCS

- C. The QMHP's shall not disclose to any third parties information obtained from confidential educational records created and maintained by Buckholts ISD.
- D. To cover the QMHP's and services they provide under its general liability/malpractice insurance policy.

II. Buckholts ISD agrees:

- A. To make available in each location, a private space where the QMHP can meet with referred students, their families, and school personnel in a manner that ensures confidentiality of the information exchanged.
- B. To enable the QMHP's to have classroom access to observe the children enrolled in services with CCS in the academic and social environment of their classrooms, if deemed appropriate by the campus principal.

III. TERM OF AGREEMENT

This Agreement is to begin September 1, 2023 and shall terminate August 31, 2024. This Agreement may be terminated by either party at any time for any reason with 30 days written notice to the corresponding party.

IV. COMPLETE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the Parties with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any change, addition or deletion to the terms of this Agreement shall be in writing and executed by both parties. An executed facsimile or electronic copy will be sufficient to evidence the parties' agreement to any change, addition, or deletion to this Agreement. CCS and Buckholts ISD will review this agreement annually before the anniversary of its effective date for the purpose of determining possible renewal of this Agreement and to consider incorporating changes required by statutes, Executive Orders, or the Federal Acquisition Regulations, such changes to be evidenced by a modification to this agreement or by a superseding agreement. If the parties fail to agree on any such change, the Agreement shall terminate.

V. CONFIDENTIALITY OF RECORDS OF COVERED INDIVIDUALS SERVED BY THIS AGREEMENT

The Parties fully agree and acknowledge that all information regarding a student or family will be treated with confidentiality in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. part 99 (FERPA), HIPAA and all other state and federal confidentiality laws and regulations to ensure appropriate protection of students' rights.

CCS shall comply with all applicable laws, rules and regulations relating to the confidentiality of information regarding Covered Individuals and shall establish a method to secure the confidentiality of records and other information pertaining to Covered Individuals as required by the applicable provisions of Texas law, the privacy and security regulations promulgated pursuant to Health Information Technology for Economic and Clinical Health Act ("HITECH"), Health Insurance Portability Accountability Act of 1996 ("HIPAA"), 42 CFR, Part 2 and other federal and state laws, including privacy requirements specific to the care of minors.

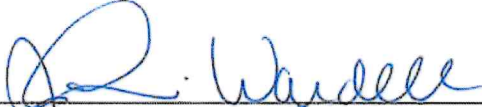
VI. NOTICE

All notices and correspondence given pursuant to this MOU must be in writing and sent to the following individuals and addresses:

Central Counties Services
Johnnie Wardell, MS
304 South 22nd Street
Temple, TX 76501

Buckholts ISD
Attn: Superintendent of Schools
203 South 10th Street
Buckholts, Texas 76518

NOW, THEREFORE, THE PARTIES TO THIS MOA DO AGREE TO ITS TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:


Johnnie Wardell, MS-Executive Director
Central Counties Services

12-16-2023
Date:

Dr. Remy Godfrey-Superintendent
Buckholts Independent School District

Date:

