

MEMORANDUM OF UNDERSTANDING

GATESVILLE ISD
and
FREEDOM REINS COUNSELING

This Memorandum of Understanding (“Agreement”) is entered into by and between Gatesville ISD, located at 311 S. Lovers Lane, Gatesville, TX 76528 (“GVISD”) and Freedom Reins Counseling, located at 213 S. Madison, McGregor, TX 76657 (“FRC”).

- I. TERM OF THE AGREEMENT.** The term of this Agreement will commence on August 1, 2026 and continue until May 31, 2027, unless one party notifies the other in writing at least 30 days prior to the expiration of said term of its intention to not renew or to otherwise amend this Agreement.
- II. OTHER DEFINITIONS.** The following definitions apply:
- A. Agreement: This Memorandum of Understanding.
- III. COLLABORATIVE COMPONENTS:**
- A. Freedom Reins Counseling will:
1. Accept service referrals from GVISD designee for treatment planning and on-going counseling/skill building services to be provided at the assigned GVISD facility. Actual services provided will be based upon the needs of the individual child and determined by FRC.
 2. Attempt to contact the parents/caregiver of child referred by the school within 48 business hours of receipt of the referral from GVISD. If FRC is unable to contact the parents/caregivers within 2 weeks, FRC will notify the GVISD designee.
 3. Provide a copy of appointment schedule to GVISD designee the week prior to scheduled appointments.
 4. Notify GVISD designee if FRC will not be at the campus on designated day.
 5. Shall maintain appropriate records for all clients and maintain such records according to the requirements of the Health Insurance Portability and Accountability (HIPPA) and other applicable state and federal laws. Treatment records for each client will be stored at the main office located at 213 S. Madison, McGregor, or electronically.
 6. Obtain Authorization for Release of Information (ROI) by parent/caregiver to provide GVISD dates of service.
 7. Be in contact with parents/caregivers as deemed necessary by FRC without violating confidentiality of child.
 8. Replace assigned therapist to GVISD in the event a change of therapist is needed due to extended illness, resignation, or termination. Parents will be notified of the change by FRC.
 9. When possible and appropriate, facilitate services with other agencies and participate in collaborative case planning.
 10. Maintain client confidentiality. Any information shared between Freedom Reins Counseling and GVISD will be shared for the purposes of collaborative case planning. Freedom Reins Counseling will not share information gathered by GVISD with third parties (re-disclose) without the express written consent of GVISD, who will ensure the participant’s consent prior to authorizing information sharing.
 11. Ensure that individuals providing services under this Agreement have the necessary qualifications to perform the services to which they are assigned.
 12. Ensure personnel who directly interact with students of GVISD undergo criminal background checks and child abuse and neglect screenings.
 13. Ensure services are provided to students on campus 3 days per week following school calendar schedule. A minimum of 6 students will be scheduled per day for services.

14. Shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members.
15. Provide required data to contracted data entry personnel according to timelines established by the data entry personnel.

B. Gatesville ISD will:

1. Refer eligible students to Freedom Reins Counseling as deemed appropriate by GVISD.
2. Communicate with Freedom Reins Counseling to ensure effective delivery of services.
3. Maintain strict confidentiality of all information and records relating to all students, and not re-disclose any information regarding any student except as required by law or as necessary to perform the services provided pursuant to this Agreement.
4. Provide feedback to Freedom Reins Counseling regarding the partnership to ensure continuous quality of provision of services.
5. Provide general liability insurance for the physical environment of the office for FRC and shall make reasonable efforts to ensure that the physical environment is free of hazards.
6. Provide FRC with safety protocol for events such as active shooter, lockdowns, etc.
7. Provide FRC with a base office space and to make available in each location where FRC are assigned to provide services, a private space where FRC can meet with the referred students, their families, and school personnel in a manner that ensures confidentiality of the information exchanged.
8. Provide FRC access to copying equipment for their use to copy documents or reproduce any materials utilized with the children and families served.
9. Reimburse Freedom Reins Counseling for services not covered by insurance at a rate of \$50.00 per session. Sessions billed will not exceed 60 minutes per individual student per week. Monthly billing will not exceed \$1200.00. Payment will not cover the costs for more than 50% of total students being seen by FRC.

IV. REQUIRED BACKGROUND CHECKS AND TRAINING.

- A. All employees, volunteers, or any other individuals working under the auspices of the Freedom Reins Counseling who may have direct access to students must undergo fingerprint-based background searches and child abuse registry checks. The child abuse registry checks will be conducted through the Texas Department of Family Protective Services ("TDFPS") Central Registry of Child Abuse and Neglect. Both GVISD and Freedom Reins Counseling ensure that all subcontractors, employees, volunteers, or any other individuals interacting with students via this partnership have satisfactorily passed these background searches and registry checks. Individuals with a disqualifying criminal history are prohibited from providing services under this Agreement. Additionally, if GVISD and/or Freedom Reins Counseling receives future notification of an arrest of any personnel for potentially disqualifying criminal conduct, the individual with said conduct may be removed from providing services under this Agreement.

V. DUTY TO REPORT

- A. Both parties are "mandated reporters," and will report any allegation or witnessing of abuse or neglect to the appropriate authorities.

VI. ADDITIONAL TERMS

- A. Legal Compliance. Both parties warrant and certify that in the performance of this Agreement, they will comply with all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement. Both parties shall comply with all requirements of the Health Insurance Portability and Accountability Act and the Family Educational Rights and Privacy Act.

- B. Confidentiality. Both parties will maintain strict confidentiality of all information and records relating to all participants and will not re-disclose the information except as required to perform the services pursuant to this Agreement, or as may be required by law.
- C. Equal Opportunity. Both parties will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/ legal guardian/ custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- D. Funding. The mutual obligation to perform services under this Agreement is contingent upon funding being available.
- E. Relationship. FRC shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative, or partner of GVISD. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- F. Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.
- G. Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.

VII. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' prior written notice to the other party. Either party may terminate this Agreement at any time if either party, in its sole discretion, determines that the life, health, welfare, or safety of children may be endangered either directly or indirectly through either party's intentional, willful, negligent discharge of its duties.

VIII. EXECUTION

Each person signing this Agreement below warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

FREEDOM REINS COUNSELING

GATESVILLE ISD

Lori Rockwood
Lori Rockwood

Dr. Barrett Pollard