

**MEMORANDUM OF UNDERSTANDING
TO PROVIDE PEDIATRIC AND ADOLESCENT BEHAVIORAL HEALTH SERVICES VIA
TELEHEALTH
BETWEEN
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
ON BEHALF OF
THE COLLEGE OF MEDICINE
AND
KILLEEN INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is made and entered into by and between Texas A&M University Health Science Center ("TAMHSC"), a health-related institution under the administration of Texas A&M University ("TAMU"), a member of The Texas A&M University System ("the A&M System"), an agency of the state of Texas, on behalf of the College of Medicine ("COM"), and Killeen Independent School District, located at 200 N. WS Young Drive, Killeen, TX 76543, ("Site") for the provision and administration of telehealth services associated with the Texas Child Health Access Through Telemedicine ("TCHAT"), an initiative of the Texas Children's Mental Health Care Consortium ("TCMHCC") funded by the state of Texas. TAMHSC and Site are each individually sometimes referred to as a "Party" and collectively sometimes referred to as the "Parties".

WITNESSETH

WHEREAS, TAMHSC is a health-related institution member of the TCMHCC and has been funded by Senate Bill 11 to address gaps in mental health care for children and adolescents in Texas;

WHEREAS, COM is a component of TAMHSC and operates comprehensive professional education programs for the study of medicine at both the undergraduate and graduate levels;

WHEREAS, COM's Department of Psychiatry & Behavioral Sciences ("PSY") operates comprehensive research, training and clinical programs;

WHEREAS, TCMHCC initiatives are focused on delivering school-based behavioral health services and education;

WHEREAS, the TCHAT initiative is designed to provide school-based access with a mental health professional for high-risk children and adolescents;

WHEREAS, the role of the TCHAT project is the initial intervention and assessment of these students and referral, if necessary (the "TCHAT Project");

WHEREAS, Site desires to participate in carrying out the objectives associated with the TCHAT Project; and

WHEREAS, Site desires to engage the services of TCHAT Project from the Department of Psychiatry & Behavioral Sciences and Department of Psychiatry & Behavioral Sciences desires to provide such services to Site.

NOW, THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article 1 - Purpose

Site is ready, willing and able to undertake a portion of the efforts associated with the TCHATT Project as described in "Exhibit A", which is attached hereto and incorporated by reference herein.

Article 2 - Description of Work

Site shall cooperate and shall exert its best efforts in carrying out the specific objectives set out in the Statement of Work, which is attached hereto as "Exhibit B" and incorporated by reference herein, during the Period of Performance set forth below.

Article 3 - Period of Performance

This MOU shall begin upon signature of the Parties and shall continue in full force and effect for five (5) years.

Article 4 - Compensation

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 5 – TAMHSC TCHATT Project Director

The TCHATT Project Director identified in Article 13 shall be responsible for the general guidance and technical direction of all work under this MOU.

Article 6 - Site Key Personnel

The key Site personnel cited below are considered to be essential to the work being performed hereunder (each, a "Key Person"). In the event that a Key Person leaves Site's employment or becomes unable or unwilling to continue the TCHATT Project, Site shall notify TAMHSC 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 TAMHSC. In the event a mutually acceptable replacement is not available, TAMHSC shall have the option to immediately terminate this MOU upon written notice to Site. The thirty (30) calendar day prior notice required under Article 11 of this MOU is not required for termination by TAMHSC under this Article. Such termination shall be in writing.

Key Personnel:

Name: Shannon Lumar, Director Elementary Guidance Services

Address: 200 N. WS Young Drive, Killeen, TX 76543

(Phone): (254)336-0366

Email: shannon.lumar@killeenisd.org

Fax:

Article 7 - Assurances

A. For purposes of the Family Educational Rights and Privacy Act (FERPA), Site designates TAMHSC as a school official with a legitimate educational interest in any educational records (as defined in FERPA) to the extent TAMHSC requires access to those records to fulfill its obligations under this MOU. TAMHSC shall comply with FERPA as to any such educational records and is prohibited from redisclosure of the educational records except as otherwise authorized by FERPA. Further, TAMHSC and its officers and employees are only permitted to use the educational records for the purpose of meeting TAMHSC's obligations under this MOU.

- B. All medical and other records and documents prepared by TAMHSC shall be and remain the property of TAMHSC and the applicable patient in accordance with applicable law and shall be treated as confidential pursuant to applicable federal and state law. Site understands that TAMHSC shall not provide any protected health information to Site without an executed TAMHSC approved HIPAA consent form.

Article 8 - Reports & Records Inspection

Site agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHATT Project to TAMHSC for its reporting requirements to the TCMHCC. Reports shall be sent to the TCHATT Project Director at the address shown in Article 13. Furthermore, Site 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 9 - Amendment and Modification

This MOU, or any portion hereof, may be amended or modified in writing at any time as mutually agreed upon by the Parties, or as required by TCMHCC.

Article 10 - Independent Relationship

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.

Article 11 - Termination of MOU

- A. Either TAMHSC or Site may terminate this MOU, with or without cause, upon thirty (30) calendar days written notification to the other Party. Notice of termination shall be given by prepaid certified or registered mail and shall be deemed to be given on the date so delivered.
- B. TAMHSC may terminate this MOU immediately with written notice in the event the TCMHCC terminates the funding under Rule §3.2519 of the Texas Administrative Code.

Article 12 - Governing Law and Venue

This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

Article 13 - Communications

Communications between the Parties shall be sent via prepaid certified mail or registered mail to the following and shall be deemed to be given on the date so delivered unless otherwise provided herein:

For TAMHSC:

Programmatic/Project Director:
Name: TAMHSC TCHATT Project Director
Address: 2900 E 29th Street, Suite 300
Bryan, TX 77802

E-mail: texasamhealthtchatt@tamu.edu
Phone: (979) 436-0700
Fax : (979) 436-0062

For Site:

Programmatic:
Name: Shannon Lumar, Director
Elementary Guidance Services
Address: 200 N. WS Young Drive
Killeen, TX 76543

E-mail: shannon.lumar@killeenisd.org
Phone: (254) 336-0366
Fax :

Administrative:
Name: MPSY Director
Address: 2900 E 29th Street, Suite 300
Bryan, TX 77802

E-Mail: TCHATAdmin@tamu.edu
Phone: (979) 436-9052
Fax : (979) 436-0062

Administrative:
Name: Jo-Lynette Crayton, EdD, Assistant
Superintendent for Learning Services
Address: 200 N. WS Young Drive
Killeen, TX 76543
E-mail: jolynette.crayton@killeenisd.org
Phone: (254) 336-1738
Fax :

Article 14 - Compliance

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.

Article 15 - Indemnity

As consideration for Site's participation in the TCHAT Project, Site, to the extent allowed by the Constitution and laws of the state of Texas, agrees to indemnify and hold harmless TAMHSC, its officers, agents and employees (collectively "Indemnities") from any and all claims, actions, demands or suits of any kind or character either by common law or statute, whether now recognized or not, including any and all liability caused in whole or in part by the negligence (whether sole, joint or concurrent), gross negligence, strict liability or other legal fault of Indemnities, and including, but not limited to, any costs expenses or penalties.

Article 16 - 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.

Article 17 – Insurance

The Parties acknowledge that liability for the tortious conduct of the agents and employees of TAMHSC (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 TAMHSC is provided by TAMHSC as mandated by the provisions of Texas Labor Code, Chapter 503. The Parties further acknowledge that TAMHSC shall have the right, at its option, to either (a) obtain liability insurance protecting TAMHSC and its employees and property insurance protecting TAMHSC'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 TAMHSC as a result of its operations under this MOU. Any obligation by TAMHSC under this MOU to obtain insurance is expressly made subject to TAMHSC's authority under state law to obtain such insurance.

Article 18 – Background Screenings

TAMHSC will require all TAMHSC employees, students and volunteers who provide services

pursuant to this MOU to submit to a criminal background check. TAMHSC employees, students and/or volunteers with disqualifying criminal histories are prohibited from providing services under this MOU. TAMHSC shall be responsible for all costs associated with any criminal background checks.

Article 19 – Other

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMHSC shall be in Brazos County, Texas.

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMHSC and Site to attempt to resolve any claim for breach of contract made by Site that cannot be resolved in the ordinary course of business. Site shall submit written notice of a claim of breach of contract under this Chapter to the Vice President & Chief Financial Officer of Texas A&M University Health Science Center, who shall examine Site's claim and any counterclaim and negotiate with Site in an effort to resolve the claim.

Site acknowledges that TAMHSC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMHSC's written request, Site will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of TAMHSC. Site acknowledges that TAMHSC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Site agrees that this Agreement can be terminated if Site knowingly or intentionally fails to comply with a requirement of that subchapter.

Site expressly acknowledges that TAMHSC is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by TAMHSC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Pursuant to Chapter 2270, *Texas Government Code*, Site certifies Site (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this MOU. Site acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

Site shall not use TAMHSC's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving TAMHSC's prior written approval.

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Site certifies Site is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Site acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Site is responsible for ensuring that its employees involved in any work being performed for TAMHSC under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event TAMHSC becomes aware that Site has a NEFR Employee involved in any work being performed under this Agreement, TAMHSC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMHSC.

Article 19 - Signatures

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

**Texas A&M University Health Science
Center, on behalf of its College of
Medicine:**

Killeen Independent School District:

Amy L. Waer, MD
Jean and Tom McMullin Endowed Dean
College of Medicine
Texas A&M University

Jo Ann Fey, Ed.D.
Superintendent of Schools

Date: _____

Date: _____

EXHIBIT A - DESCRIPTION OF TCHATT PROJECT

Vision Statement:

Every child receiving public education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHATT:

The TCHATT initiative is designed to provide school-based access with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

Key Components of a Successful TCHATT Program:

- Telemedicine or telehealth** – Programs should leverage the use of telecommunications technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional.

- Identify mental health needs** – Site should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators, who then refer students to the school counselor or designated TCHATT support person on campus. The school counselor or TCHATT support person can then connect the student with TCHATT services and facilitate communication with the parents/guardian. The goal is to quickly identify a child who is experiencing a mental health challenge.

- Assess mental health needs** – Programs must use a mental health professional (LPC, CAP, psychology doctoral student, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by the school counselor or TCHATT support person.

- Provide access to mental health services** – Utilizing telecommunications technology, a program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services shall be approximately two months. If ongoing care is needed, the child should be referred to a separately funded resource (e.g, public or private insurance, indigent-funded services) for longer term care using one of the strategies outlined above.

- Prioritize needs of at-risk children and adolescents** – Programs should have a triage system for prompt review of school referral and appropriate triage of symptom severity.

EXHIBIT B – STATEMENT OF WORK

• **TAMHSC TCHATT Covered Services**

- **Services:** TAMHSC shall provide, as applicable, the following pediatric and adolescent behavioral health services remotely by means of telecommunications technology to mutually agreed upon students of Site (“Patient”): case consultation, risk assessment, therapeutic intervention, therapy, psychoeducation, medication evaluations, psychopharmacological interventions, treatment and intervention recommendations, and referral services. Prior to providing any telehealth services to a Patient, TAMHSC will obtain an executed telehealth consent form from the Patient or the Patient’s parent or guardian. TAMHSC will schedule the Patient with a TAMHSC behavioral health professional with the primary goals of assessment and stabilization. If ongoing care is needed, TAMHSC will refer the Patient to a separately funded resource for longer term care.
- **Personnel:** TAMHSC will utilize licensed personnel, including psychologist and psychiatrist, doctoral level trainees, and support staff, including administrative and information technology (“IT”) staff. TAMHSC will provide supervision for its personnel from its facilities at TAMHSC.
- **Training:** TAMHSC will train Site staff on the use of the TAMHSC telehealth platform.
- **Materials:** TAMHSC will provide any program specific materials (e.g. flyers, brochures) upon request for distribution by Site for informational and promotional purposes.
- **Education:** TAMHSC will provide education Youth Aware of Mental Health of (“YAM”) for districts upon request.

• **School District’s Responsibilities**

- **School Counselor/TCHATT Support Person:** Identify one person on campus through which referrals to TCHATT will be routed. Individual will communicate and consult with TAMHSC as needed to obtain and facilitate services for students.
- **Referrals:** Site will identify students who have a need for TCHATT services by referring those students to the school counselor or designated TCHATT support person on campus and facilitating communication with the student’s parents or guardian. Site will obtain any necessary consents from each student or the student’s parent or guardian prior to sharing any personal information about the student with TAMHSC.
- **Location:** Provide a location on campus with a secure internet connection where private, confidential telehealth services can be provided to students through TCHATT. At TAMHSC’s request, Site shall allow TAMHSC onto Site to inspect the location to ensure provided location is confidential.
- **Equipment:** Site will be responsible to have an Internet-connected device (i.e., tablet, laptop, or desktop computer) with camera and microphone capabilities (“Equipment”). Site will be responsible for the maintenance, the training Patients on how to use such devices, and HIPAA-compliance of Equipment. At TAMHSC’s request, Site shall allow TAMHSC to validate the Equipment for such compliance. If the district participates in YAM, the school will provide onsite access to space for delivery of educational content.