

MEMORANDUM OF UNDERSTANDING

Between

Bastrop County Cares

And

Smithville Independent School District

This Memorandum of Understanding (“MOU”) is entered into by and between **Bastrop County Cares** (“BCC”) and **Smithville Independent School District** (“SMISD”), collectively referred to as the “Parties.”

This MOU sets forth the terms and conditions under which the Parties will collaborate to plan, develop, and pilot an initiative for an Integrated Continuum of Care for Children with Traumatic Brain Injuries (TBI), by expanding school-based prevention, broadening parental and community engagement. The initiative ensures that prevention and readiness reach families and children in Smithville, Texas.

I. Program Description

BCC is building a countywide safety net to prevent, identify, and respond to pediatric TBI’s. By embedding age-appropriate TBI education in schools, creating a hub for CHW-led training and certification, enhancing safety in community parks, and engaging families through Parent Cafés, Care-A-Van events, and community festivals, the initiative ensures that prevention and readiness reach every corner of the county.

Current Situation: Bastrop County faces high pediatric TBI rates, limited healthcare access, and gaps in linguistically and culturally appropriate care.

Expected outcomes: Increase awareness and prevention of pediatric TBIs, earlier identification and intervention, and stronger community readiness. This is a continuation and scale-up of an existing program, positioning Bastrop County as a replicable model for rural Texas communities.

BCC will invest **\$ 50,000** of the Grant Funds with Smithville ISD to develop and administer services for children in Bastrop County. All funding for these services and this AGREEMENT is contingent on the initial and the continued grant funding award.

II. Terms of Agreement

Smithville ISD will use Grant Funds to develop and implement one or more of the following programs:

School-Based Education to inform students, faculty and staff on the prevention and emergency injury response in district-wide platforms and resource centers.

Community Outreach to recreation centers, clinics, libraries, sports programs, city and county initiatives to broaden access to prevention resources.

Parental Education workshops and promoting safe play and traumatic brain injury (TBI) prevention practices in trusted community spaces.

School playground safety signage to increase community awareness of TBI prevention and emergency injury response.

Other: School playground surface improvements for TBI prevention in high-risk areas.

A. Commitments

1. Beginning **February 1, 2026**, and continuing through **December 31, 2026**, Smithville ISD will use the Grant Funds disbursed through BCC to develop and implement a program which focuses on pediatric TBI awareness, prevention, and language justice in underserved communities located in Bastrop County, Texas.
2. The development and implementation of these activities are herein referred to as “**Services**”. Any activities requested by BCC of Smithville ISD and not part of the Services shall be performed only pursuant to the terms of a new agreement executed by BCC and Smithville ISD.
3. The Smithville ISD agrees to designate an individual staff position(s) responsible for communication and reporting program efforts and expenses to BCC.

Community partner program contact: Molley Ealy, Superintendent of Schools – superintendent@smithvilleisd.org

BCC agrees to facilitate communications with the Smithville ISD by the designation of following BCC contacts:

Project manager: Kirsten Kampmeier, kirsten@bastropcares.org

CHW TBI Lead: Leanne Bailey, leanne@bastropcares.org

4. Smithville ISD will be required to submit monthly Program Reports to BCC, including, but not limited to, implementation updates, training completed, program staff hires and turnover, sustainability information, number of individuals served, and copies of program materials.
5. Smithville ISD will be required to submit **monthly** Expenditure Reports to BCC by the 15th of each month reporting the closed book expenses for the prior month.
6. Smithville ISD acknowledges and agrees that no “Protected Health Information” as that term is defined in 45 CFR 164.501, will be exchanged or disclosed to BCC.
7. Smithville ISD represents and warrants that its directors, employees and contractors or subcontractors (i) have not been convicted of a criminal offense related to the provision of any services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal or state programs, and (ii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the delivery of services. This is an ongoing representation and warranty, and Smithville ISD shall immediately notify BCC of any change in the status of the representations and warranty set forth in this section.
8. The Services shall not constitute a patient encounter or provision of health services. However, as part of the Services, if indicated, Smithville ISD will make referrals to community resources and care providers.
9. Smithville ISD acknowledges and agrees that the Services will be provided at no cost to the program participants.
10. Smithville ISD will notify the BCC immediately if there are challenges to the delivery of Services or reporting requirements established by this AGREEMENT. Smithville ISD agrees to cooperate with all reasonable requests for documentation and explanation from BCC regarding expenditures pursuant to this AGREEMENT provided that such requests are in compliance with Smithville ISD’s obligations to

maintain the confidentiality of certain student, personnel, healthcare, billing, and other confidential information.

11. Smithville ISD will include BCC, either the BCC logo or a statement, in all press releases and in all materials marketing or branding for the Services.

12. Smithville ISD acknowledges that the curriculum is co-developed through this partnership and that Bastrop County Cares' financial investment materially supports its creation.

Smithville ISD shall retain primary ownership and stewardship of the curriculum for purposes of maintaining currency, ensuring fidelity to evidence-based guidance, and compliance with school district guidelines. Bastrop County Cares is granted a non-exclusive right to use the curriculum.

Final curriculum materials shall acknowledge funding sources and include logos of Bastrop County Cares, Smithville ISD, and the project funder, consistent with applicable branding requirements.

B. General Provisions

1. BCC and Smithville ISD acknowledge and agree that provision of the Services is contingent upon Smithville ISD acquiring approval from its Board of Directors, School Board or other governing body.

2. The relationship between Smithville ISD and BCC is that of independent contractors. Personnel of both parties are not agents, employees, borrowed servants, partners, joint venturers or affiliates of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to employee benefits of the other party. The parties may enter into contracts with and perform services for parties other than the other party to this AGREEMENT.

3. This is the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior agreements, proposals, or understanding, whether written or oral. Any modification or amendment of this agreement must be in writing and signed by both parties.

4. The parties shall maintain accurate documentation relating to the Services provided pursuant to this AGREEMENT and shall have the right to audit, or direct an auditor to audit, such documentation upon reasonable request. The parties shall cooperate with each other and all regulatory and accreditation agencies, including the grantors or any governmental agency, in all respects to confirm compliance with the applicable requirements of such regulatory or accreditation agency or to assist one another in any administrative or judicial proceeding brought by any governmental agency or other third party. This audit provision shall survive the termination of this AGREEMENT.

5. Waiver of any breach of this AGREEMENT by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this AGREEMENT. No failure by either party to exercise, or delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

6. Except in compliance with the terms of this AGREEMENT, the parties agree not to make any written use of or reference to the other's name for any marketing, public relations, advertising, display or other business purpose under this Agreement without the prior written consent of the other party.

7. Neither party shall assign or transfer its rights, duties, or obligations under this AGREEMENT without the prior written consent of the duly authorized representative of the other party, and any attempt at assignment without such consent shall be void.

8. Neither party shall be liable for failure to perform the party's obligations if such failure is as a result of a natural disaster or act of God, war or other act of enemies, terrorist activities, embargos, labor disputes, strikes, interruption or failure of electricity or telephone service, or other event beyond the reasonable control of the non-performing party. A party asserting force majeure must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, prove it substantially fulfilled all non-excused obligations, and prove it timely notified the other party of the likelihood or actual occurrence of an event described in this Section.

9. In the event a provision of this AGREEMENT is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this AGREEMENT, and the remaining provisions shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the AGREEMENT in its entirety.

10. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

11. BCC and Smithville ISD represent and warrant that all relationships between them are business relationships, are at arm's length, and are in compliance with their respective conflict of interest policies.

12. Any notice to a party shall be given in writing at the address listed for such party below. Delivery shall be by personal delivery, overnight delivery by commercial courier for delivery with signature, United States certified mail, return receipt requested or facsimile. Either party may change its address for notice by notifying the other party in accordance with this section.

C. Warranty

Each contractor warrants that the services provided under this contract shall be performed in a professional manner conforming to the generally accepted industry standards and practices.

D. Termination

This AGREEMENT is a binding agreement entered into voluntarily and is at will. BCC and Smithville ISD agree to cooperate in carrying out the purposes of the AGREEMENT. Failure to do so by either Party, or violation of any covenants or stipulations of this AGREEMENT by one of the Parties may warrant termination of this AGREEMENT by the other Party provided that notification is given in writing at least thirty (30) calendar days prior to the intended termination date.

E. Jurisdiction and Venue

In the unlikely event that litigation regarding this AGREEMENT becomes necessary, the parties agree that, absent any Federal or State law providing for Federal or State jurisdiction or venue, the laws of the State of Texas are applicable to this agreement and that venue is agreed to be in Bastrop County, Texas.

BASTROP COUNTY CARES:

By Norma Mercado, Executive Director

Date

806 Water Street
Bastrop, TX 78602
Contact email: norma@bastropcares.org
Phone number: 512-409-3116

Smithville ISD:

By _____

Printed name: _____

Date

Title: _____

Address: _____

Contact Email: _____

Phone Number: _____