

McHur Care

Memorandum Of Understanding



This Memorandum of Understanding ("MOU") is entered into as of [Effective Date] ("Effective Date") by and between:

McHur Care ("McHur")	Temple ISD
Primary Contact: COO Sydni Hayward Email: sydni@mchur.care Phone: 806-632-5725	Primary Contact: Ike Hernandez Director of Student Services Email: ike.hernandez@tisd.org Phone: 254-215-6942

McHur and District/Organization may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The purpose of this MOU is to establish a collaborative framework to allow McHur to provide non-educational, medically necessary behavioral health support services to eligible students/clients (as applicable), and to coordinate permissible access on District/Organization property consistent with law and policy.

No Special Education / No FAPE.

The Parties acknowledge services contemplated under this MOU are not special education-related services and are not intended to provide or replace a Free Appropriate Public Education (FAPE), nor any District/Organization obligations under IDEA, Section 504, or related laws.

2. Term and Termination

- Term: June 1, 2026, through May 31, 2027.
- Termination: Either Party may terminate this MOU at any time with written notice to the other Party.
- Immediate Suspension: District/Organization may immediately suspend campus/site access for safety, policy, or compliance concerns, pending review.

3. Scope of Services

3.1 Services

- Skills training / skill reinforcement
- Crisis intervention support (as clinically appropriate and coordinated with campus/site procedures)
- Individualized behavioral health coaching
- Support services for adolescents/teens
- Other: [describe]

Service Location Limitation: Services not delivered on a District/Organization campus/site may be delivered at McHur clinics or other approved community locations as appropriate.

3.2 Service Limitations

- Services will not occur in a manner that disrupts required instructional time or violates campus/site rules.
- McHur staff will follow campus/site check-in procedures and any reasonable scheduling limitations communicated by District/Organization administration.

4. District/Organization Responsibilities

District/Organization will:

1. Access/Entry: Provide and/or facilitate permissible access to District/Organization property consistent with policies and applicable law.
2. Scheduling Parameters: Identify days/times services may be provided and any restricted periods (e.g., testing windows, campus events, instructional requirements). **School administration may restrict or deny services if deemed necessary.**
3. Space: Make reasonable efforts to provide private or semi-private space for services (e.g., counseling room, meeting room, designated office area) as available. **Designated room in counseling center.**

5. McHur Responsibilities

McHur will:

4. Provide qualified personnel and necessary supplies to deliver services.
5. Provide evidence of current credentials/licensure (as applicable) and maintain an updated roster at least annually and upon staff changes.
6. Maintain required internal compliance screenings (background screening, sanctions/exclusions, etc.) and provide District/Organization required attestations/forms as applicable.
7. Obtain and maintain required parent/guardian consents and ensure services are provided only after required permissions are in place.
8. **Parent/Guardian Permission: Require written permission/consent (and allow revocation) prior to services and require annual refresh as applicable.**
9. **Release of Information: Support the exchange of information as needed by obtaining signed releases consistent with FERPA/HIPAA and District/Organization processes.**

6. Personnel Compliance, Eligibility, and Campus/Site Requirements

6.1 Criminal History / Background Checks

McHur will ensure compliance with applicable Texas Education Code requirements regarding criminal history record information for individuals working on District premises and will complete District-required forms/certifications (including any "covered employee" certifications) prior to assignment, as applicable.

6.2 District/Organization Policies

McHur personnel will comply with District/Organization policies while on premises, including:

- visitor management and identification requirements

- restricted areas
- safety procedures and drills
- reporting procedures for suspected abuse/neglect (as applicable to role and law)

6.3 Transportation / Driving (if applicable)

If McHur staff transport or drive for service delivery, McHur will maintain an internal process to verify:

- a valid driver's license.
- motor vehicle record (MVR) review
- current auto insurance (minimum limits as required by policy/contract)

7. Confidentiality, FERPA/HIPAA, and Information Sharing

10. Each Party will comply with applicable privacy laws and maintain confidentiality of protected information.
11. FERPA/HIPAA Coordination: The Parties acknowledge that District education records may be subject to FERPA and McHur records may be subject to HIPAA; sharing will occur only as permitted and typically requires a signed release/authorization.
12. Minimum Necessary: Any exchanged information will be limited to what is necessary for coordination and permitted by law and consent.

8. Independent Contractor / No Employment Relationship

McHur personnel are not employees of District/Organization. Nothing in this MOU creates an employment relationship, partnership, joint venture, or agency relationship between the Parties.

9. Insurance

McHur will maintain commercially reasonable insurance coverage customary for its operations (e.g., general liability and professional liability). Upon request, McHur will provide a certificate of insurance reflecting coverage. Any District/Organization-specific insurance requirements may be documented in Exhibit C.

10. Indemnification / Hold Harmless

To the extent permitted by Texas law, each Party is responsible for the acts and omissions of its own employees, agents, and representatives. If District/Organization requires alternate indemnification language, the Parties may execute an addendum reflecting mutually agreed terms.

11. Notices

Notices must be in writing and delivered to the addresses below (or as updated in writing):

District/Organization	McHur Care
Name/Title: Ike Hernandez Director of Student Services Address: 401 Santa Fe Way, Temple TX 76501 Email: ike.hernandez@tisd.org Phone: 254-215-6942	COO Sydni Hayward McHur Care Address: 23 Briercroft Office Park, Lubbock, TX Email: sydni@mchur.care Phone: 806-632-5725

12. Governing Law and Venue

Texas law governs this MOU. Venue for disputes, if any, will be Lubbock County, Texas, unless otherwise required by District/Organization procurement terms.

13. Entire Agreement; Order of Precedence

This MOU and its Exhibits constitute the entire understanding between the Parties regarding the subject matter. Order of precedence: (1) any signed addendum, (2) this MOU, and (3) Exhibits, unless otherwise stated in a signed writing.

14. Signatures

IN WITNESS WHEREOF, the Parties execute this MOU by their authorized representatives.

[DISTRICT/ORGANIZATION LEGAL NAME] By: _____ Name/Title: _____ Date: _____	McHur Care By: _____ Name/Title: _____ Date: _____

EXHIBITS

Exhibit A - Service Description

Program name	McHur Care
Target population	Eligible students/clients
Setting(s)	☒ Campus/Site ☐ Clinic ☐ Community ☐ Telehealth (if permitted)
Frequency	1x/week, as scheduled
Deliverables (if any)	Coordination touchpoints, attendance confirmations
Explicit exclusions	Not special education/FAPE; no IEP service delivery; no educational evaluations.

Exhibit B - Campus/Site Logistics and Points of Contact

Campus/Site(s)	All TISD School Campuses
Check-in process	Front office / badge / visitor management, Raptor System
Allowed service times	Monday-Friday 8:00 a.m. to 3:00 p.m.
Restricted times	Testing blocks / core instruction / events, Administration discretion
Assigned space location(s)	Designated roomn in Counseling Center
District/Organization POC	Ike Hernandez ike.hernandez@tisd.org 254-215-6942
McHur POC	COO Sydni Hayward sydni@mchur.care (806) 632-5725

Exhibit C - Compliance Packet Checklist

McHur will provide the following as required by District/Organization policy and/or contract:

- Staff roster for campus/site-assigned personnel (updated on change, at least annually)
- Credential/licensure evidence (as applicable)
- Background check certifications / covered employee attestation forms (District format, as applicable)
- Certificate of insurance (COI)
- Any statutory certifications required by District/Organization procurement (see Exhibit C-1)

Exhibit C-1 - Statutory/Procurement Certifications (District-driven)

District/Organization may require one or more statutory certifications. If applicable, District/Organization will provide required forms and McHur will complete and return them in accordance with the District/Organization process.

- Prohibited organizations / terrorism list certification (if required)
- Other procurement certifications (if required)

Exhibit D - Consent / Release Workflow

Parent/Guardian consent required prior to services	☒ Yes ☐ No
Release of information required for coordination	☒ Yes ☐ No
Renewal cadence	☒ Annual ☐ Per school year ☐ Other: ☐
Revocation handling	[Describe how revocations are communicated and implemented]
Records handling / retention	13. Each Party will comply with applicable law and policy and maintain confidentiality of protected information.

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