MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into as of this 1st Day of August, 2026, by and between Mexico Public Schools (the "District") and East Central Missouri Behavioral Health Services, Inc. d/b/a Arthur Center Community Health ("ACCH"). This document creates a memorandum of understanding for the purpose of providing on-site school health services (herein "Agreement").

Purpose of Agreement

1. **Term:**
   a. **Term:** The initial term of this Agreement shall commence August 1, 2026, and terminate July 31, 2027. This Agreement may be renewed by mutual written agreement of the Parties for subsequent one-year terms from August 1 of any given year until July 31 of the next year.
   b. **Renewal Terms:** At the parties Post-School Year meeting, the parties shall consider and negotiate the renewal of the Agreement for additional terms.
   c. **Termination:** This Agreement may be terminated by either party for any reason upon giving sixty (60) days written notice to the other party.
   d. **Termination in the Event of Breach or Default:** Notwithstanding anything in paragraph 1(c) to the contrary, if a party breaches or is in default of any of its obligations under this Agreement, the non-breaching party may provide written notice identifying the breach or event of default to the breaching party, and if breaching party does not cure the breach or event of default identified in the written notice within ten (10) days after receiving the written notice, the non-breaching party shall have the right to terminate the Agreement immediately upon expiration of the ten (10) day cure period.

2. **Available Services:**
   a. **School Based Program Services to be Provided:** District's School Based Program may include the following services, which shall be delivered or made available based on provider availability, staffing capacity, operational readiness, funding, mutual agreement between the parties, and applicable student eligibility criteria. Services may be implemented in phases and are subject to modification as program capacity evolves.
      i. **Primary Care Services:** (1) Telehealth services; (2) Immunizations; (3) Primary Care Mobile Unit visits; (3) physicals.
      ii. **Behavioral Health Services:** (1) On-site intake assessments; (2) School-Based individual therapy for students; (3) School-Based Small group therapy and/or psycho-social rehabilitation groups; (4) Psychiatric medication management services; (5) School-Based Community Psychiatric Rehabilitation Program (CPRP) services; and (6) Crisis Intervention.
      iii. **Substance Use Services:** (1) Adolescent Substance Use Disorder (SUD) group programming.
      iv. **Dental Services:** On site screening.

v. **Training:** ACCH will provide training and professional development opportunities for MPS's students and staff. The particular training and professional development opportunities to be provided shall be determined by the mutual agreement of the parties through the Advisory Committee.

vi. **Consultation:** ACCH personnel will be accessible to MPS staff to provide consultation on questions, issues, and concerns involving behavioral health, crisis response, de-escalation techniques, and other similar subject matter within the expertise of ACCH's personnel. The particular manner in which consultations will be provided shall be determined by the mutual agreement of the parties through the Advisory Committee.

b. **Services Available Through Referral:**

i. **Primary Care Services:** All primary care services offered by ACCH, including optometry.

ii. **Behavioral Health Services:** All behavioral health services offered by ACCH, including clinical and community-based services.

iii. **Dental Services:** All dental services offered by ACCH.

3. **Underlying Principles:**

a. **Purpose:** The activities contemplated by this Agreement are for the purpose of improving the overall health of children attending the District's schools and supporting the District's educational mission.

b. **Fundamental Goal:** The provision of health services and increasing access to health services and resources are the fundamental goals of this Agreement.

c. **Access to Services:** ACCH will work collaboratively with other community providers of health and social services to increase children's and their family's access to health and social services.

d. **Service Availability:** The Parties acknowledge that not all services will be appropriate or available for every student. Services will be provided based on individual need, clinical appropriateness, eligibility requirements, parental or legal guardian consent when required, staffing availability, operational feasibility, and applicable laws, regulations, and funding requirements.

e. **Parental Consent:** Health Services will only be provided after obtaining the appropriate written consents signed by the student's/patient's parent or legal guardian, which shall include, but not necessarily be limited to, a consent to treatment and a FERPA/HIPAA consent.

f. **Established Policies and Procedures of District:** All ACCH personnel involved in the delivery of health services through the school-based health program agree to work within established policies and procedures of the District and in accordance with state requirements.

g. **Established Policies and Procedures of ACCH:** All ACCH personnel involved in the delivery of health services through the school-based health clinic program agree to work within the policies and procedures established by ACCH.

h. **Licensing, Credentialing, and Criminal Investigation:** All ACCH personnel involved in the delivery of health services through ACCH shall meet appropriate licensing, credentialing, and background requirements.

i. **Collaboration:** The District and ACCH will work collaboratively to meet the goals, objectives, and requirements contemplated by this Agreement. Representatives from the District and ACCH will meet regularly to discuss the program, quality improvement initiatives, and shared goals to meet and continuously improve the health and education of District's students.

4. **Responsibilities of the Parties:**

a. **Mutual Responsibilities:**

i. **Commitment of Resources:** District and ACCH will commit reasonable resources to the activities covered under this Agreement. The resources to be committed will be determined collaboratively by the Parties based on the following factors: (1) the particular services to be provided hereunder; (2) the resources available to the parties; and (3) the availability of personnel. The parties shall collaborate to identify the resources to be committed by each party respectively during the school year at the Pre-School Year Meeting.

ii. **Advisory Committee:** The parties will form an Advisory Committee for purposes of coordinating the performance of this Agreement and enhancing the partnership. The Advisory Committee shall meet: (a) once between July 15 and the beginning of the school year ("Pre-School Year Meeting"); (b) once during the fall semester of the school year ("Fall Meeting"); (c) once during the spring semester of the school year ("Spring Meeting"); and (d) once after the end of the school year but before June 15 (Post-School Year Meeting"). Advisory Committee meetings may be scheduled upon mutual agreement of the parties.

iii. **Mutual Management Responsibilities:** Mutual Management Responsibilities will include: (a) development of strategic clinical and administrative goals and objectives, including quality measures and improvement initiatives; (b) communication of staffing changes or additions, and supervision of staff; (c) school nurses, principals, other staff such as school counselor, and teachers will work collaboratively in cases that require follow-up of urgent issues; (d) complete periodic surveys to evaluate the program and student needs in accordance with ACCH and District policies and procedures; (e) link children and youth in need of health services with available community resources; (f) develop and maintain required consents for participation in programs; (g) compliance with all applicable federal, state, and local laws and regulations; (h) follow all applicable health and safety guidelines, including occupational safety and health act guidelines regarding communicable disease and blood-borne pathogens; (i) provide adequate management and supervision of the parties respective personnel to assure compliance with this Agreement and applicable legal requirements; (j) taking necessary corrective or

enforcement measures, including notification to appropriate officials, to prevent misconduct or non-compliance with applicable legal requirements; and (k) use only qualified and competent individuals in the performance of its obligations under this Agreement.

iv. **Payment:** The parties agree that all patients receiving services pursuant to this Agreement shall be ACCH's patients. Therefore, ACCH shall be solely and exclusively responsible for billing patients and/or third-party payers for all services rendered on behalf of ACCH-to-ACCH patients for services provided under this Agreement, and shall retain all payments so collected. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind, directly or indirectly, for the referral of individuals or business to either party by the other party. Neither party shall: (i) require their employed and/or contracted professionals to refer patients to one another, or to any other entity; or (ii) track referrals for purposes relating to setting the compensation of their employed and/or contracted professionals or influencing their referral choice.

v. **Referrals:** Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending or arranging the purchase, lease, or order of any item or service. Any payments made by either party represent the fair market value of the supplies and/or services to be rendered by such party hereunder and are not in any way related to or dependent upon referrals by and between the parties. The District will refer students, subject to parental consent and the care setting that is in the best interest of the student.

b. **District Responsibilities:**

i. **Working Space:** District will provide ACCH personnel with sufficient space within its facilities for the provision of services under this Agreement. The District agrees to make reasonable efforts to identify and provide a space that is comfortable and supports the provision of trauma informed services.

ii. **Program Information and Access:** District will make reasonable efforts to inform students and families about the school-based program and ensure access to students who wish to participate in the program at a time mutually determined between ACCH and District.

iii. **Parental Consent:** District will exercise reasonable efforts to obtain the appropriate consents from parents and legal guardians, including, but not necessarily limited to, consent to treatment and FERPA/HIPAA consent.

iv. **Program Collaboration:** District will work in partnership with ACCH to identify, support, and develop health programs and services by maintaining regular and consistent communication with ACCH.

c. **ACCH Responsibilities:**

i. **Cost of Supplies:** ACCH will provide supplies, including medical equipment and supplies, for the health services provided under this Agreement.

ii. **Cost of Travel/Training:** ACCH will be responsible for the cost of travel and training for ACCH personnel.

iii. **Miscellaneous Costs and Expenses:** ACCH will be responsible for other miscellaneous costs and expenses associated with providing school-based program.

iv. **Proper Supervision:** ACCH shall ensure all services provided under this Agreement are properly supervised consistent with the best practices and standards of care applicable to the particular service rendered.

v. **Background Screens:** To the extent additional background screening, such as fingerprinting, is required for any ACCH personnel to be in compliance with paragraph 5 (Background Checks) below, ACCH shall be responsible for the cost of such additional background screens performed on ACCH's personnel.

vi. **List of Employees:** ACCH shall maintain, and at the request of District provide, a list of all ACCH personnel that are actively providing services or that are authorized to provide services in the school-based program.

5. **Background Checks:** All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check and a criminal background check. The cost of all such background checks shall be borne by the ACCH, and the District shall not be liable for such cost under any circumstance. ACCH will provide written confirmation to the District that the background checks on all Personnel hereunder reflected no negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

6. **Billing for Services to Students:**

a. **Fee Schedule:** ACCH maintains a sliding fee schedule based upon the Federal Poverty Guidelines in accordance with HRSA Compliance Manual requirements ("The Sliding Fee Discount Program"). The Sliding Fee Discount Program allows individuals and families who are uninsured or underinsured to receive services for a fee that is adjusted based on their ability to pay and assures that equitable charges for services are applied across all ACCH patients. No one will be denied access to services due to inability to pay, and The Sliding Fee Discount Program shall be available to District students participating in the school-based program.

b. **Billing Procedures:** ACCH shall be solely and exclusively responsible for billing patients and/or third-party payers for all services rendered on behalf of ACCH-to-ACCH patients for services provided under this Agreement and shall retain all

payments so collected. All billing shall be performed in accordance with ACCH's standard billing practices, and subject to ACCH's billing policies and procedures.

7. **Confidentiality and Privacy**

   a. **Student Information:** The parties acknowledge that they shall now, and in the future may, have access to and contact with confidential information of students/patients, including but not limited to the education and/or medical records of students/patients. Both during the term of this MOU and thereafter, the parties covenant and agree to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District or ACCH. The parties will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 42 C.F.R. Part 2 ("Part 2").

   b. **IDPAA and 42 CFR Part 2 Compliance:** ACCH and the District shall ensure that its directors, officers, employees, contractors and agents do not use patient health information (PHI) received from ACCH clerical data in any manner that would constitute a violation of the privacy standards of HIPAA and, as applicable, 42 C.F.R. Part 2.

8. **Limitation of Liability:** Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the District shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. The District does not relinquish or waive any of its rights under applicable state governmental immunities law.

9. **General Provisions:**

   a. **Non-Assignment:** This Agreement shall not be assigned or subcontracted, in whole or in part, by ACCH without prior written consent of the District.

   b. **Force Majeure:** In the event and to the extent either Party is unable to perform its obligations under this Agreement because of any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance under this Agreement.

c. **E-Verify Program:** Upon reasonable request by the District, ACCH shall provide to the District a sworn affidavit and other sufficient documentation to affirm their enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. ACCH shall also, upon reasonable request by the District, provide the District a sworn affidavit affirming that they do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

d. **Severability:** The terms and provisions of this Agreement are several and should any clause or provision herein be unenforceable or declared invalid for any reason, this Agreement shall be construed and read as if such invalid or unenforceable clause or provision were omitted.

e. **Amendments:** Any amendments or modifications to this Agreement must be in writing and signed by the Parties.

f. **Complete Agreement:** This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior understanding, whether oral or written, between the Parties.

By signing below, the parties hereby acknowledge they are the duly authorized representatives of the parties, and have authority to agree to the terms of this Agreement.

East Central Missouri Behavioral Health Services, Inc. d/b/a Arthur Center Community Health	**"District"**
_____ signature	_____ signature
By: D. Brock Lough	By: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____