

## **MEMORANDUM OF UNDERSTANDING – UHealth Nurturing Resilience Initiative.**

This Memorandum of Understanding (MOU) to provide early childhood services to families in Fort Bend County and entered into by and between the University of Texas Health Science Center at Houston ("UHealth"), on behalf of its Faillace Department of Psychiatry, located at 7000 Fannin UCT 1006, Houston, Texas, 77030, and Fort Bend County Behavioral Health Services - Infant Toddler Court Program located at 1517 Eugene Heimann Circle, Suite 400 Richmond, Texas 77469 for the provision and administrations of educational group services, and coaching/consultation services with the Circle of Security component of the Nurturing Resilience Initiative.

### **WITNESSETH**

WHEREAS, UHealth Houston Faillace Department of Psychiatry, Nurturing Resilience Initiative and has been funded by George Foundation to provide resources and access to behavioral health educational and consultation services;

WHEREAS, Infant Toddler Mental Health Court desires to participate in carrying out the objectives associated with the Nurturing Resilience Initiative;

WHEREAS, UHealth Houston Faillace Department of Psychiatry maintains a Department of Psychiatry ("Department") capable of managing the delivery of services required by Site, and considerable experience in psychoeducational and consultation services;

AND WHEREAS, Fort Bend County Behavioral Health Services - Infant Toddler Court Program desires to engage the services of UHealth Houston Faillace Department of Psychiatry; the UHealth Houston Faillace Department of Psychiatry desired to provide such services to Site;

NOW THEREFORE, UHealth Houston Faillace Department of Psychiatry and Fort Bend Infant Toddler Court mutually agree as follows:

#### **Article 1 - Purpose**

Fort Bend County Behavioral Health Services - Infant Toddler Court Program is ready, willing and able to undertake a portion of the efforts associated with the Nurturing Resilience Initiative as described in "Exhibit A," which is attached hereto and incorporated by reference herein.

#### **Article 2 – Description of Work**

Fort Bend County Behavioral Health Services - Infant Toddler Court Program shall cooperate and shall exert its reasonable efforts in carrying out the specific objectives set out as described 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**

A. This MOU shall begin on October 11, 2021 ("Effective Date") and shall continue in full force and effect through August 31, 2023

B. The Parties may agree to renew this MOU for additional terms. Any amendment to renew or continue this MOU shall be documented in writing and executed by both Parties prior to the termination of this MOU.

#### **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 - HRI Project Director**

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

#### **Article 6 – Fort Bend County Infant Toddler Court Program Key Personnel**

The key personnel cited below are considered to be essential to the work being performed Hereunder. In the event that a Key Person leaves Fort Bend County Behavioral Health Services - Infant Toddler Court Program employ or becomes unable or unwilling to continue the project Fort Bend County Behavioral Health Services - Infant Toddler Court Program shall notify UTHHealth Houston Faillace Department of Psychiatry 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 UTHHealth Houston Faillace Department of Psychiatry. In the event a mutually acceptable replacement is not available, UTHHealth Houston Faillace Department of Psychiatry shall have the option to immediately terminate this MOU upon written notice to Fort Bend County Behavioral Health Services - Infant Toddler Court Program The thirty (30) calendar day prior notice required under Article 11 of this MOU is not required for termination by UTHHealth Houston Faillace Department of Psychiatry under this Article. Such termination shall be in writing.

Key Personnel:	<p>Name: Drs. M. Connie Almeida and Susan Profilet (Mailing) Address:, Fort Bend County Behavioral Health Services Department 301 Jackson Street Richmond, Texas 77469</p> <p>1517 Eugene Heimann Circle, Suite 400 (Physical) Richmond, Texas 77469</p> <p>Office:(281)238-3079 Fax: (281) 238-0218</p> <p>Email: <a href="mailto:connie.almeida@fortbendcountytexas.gov">connie.almeida@fortbendcountytexas.gov</a> <a href="mailto:Susan.Profilet@fortbendcountytexas.gov">Susan.Profilet@fortbendcountytexas.gov</a></p>
----------------	--

#### **Article 7 - Assurances**

Fort Bend County Behavioral Health Services - Infant Toddler Court Program additionally agrees to obtain the appropriate consent(s) to share information it obtains during the course of performance of the work with the UTHHealth Houston Faillace Department of Psychiatry, Nurturing Resilience Initiative staff, as well as maintain the confidentiality of such information, including, but not limited to, protected health information subject to Health Insurance Portability and Accountability (HIPAA) regulations.

#### **Article 8 – Reports & Records Inspection**

Fort Bend County Behavioral Health Services - Infant Toddler Court Program will provide UTHHealth with information collected as part of the screening and assessment protocol related to the Nurturing Resilience Initiative. Specific information shared will include data related to emotional and behavioral challenges and strengths related to child's and caregiver's selection

into the program and monitoring of program outcomes consistent with best practice guidelines. Data transmitted from Fort Bend County Behavioral Health Services - Infant Toddler Court Program to UTHHealth will not include any personal identifiers including any protected health information. Information will be uploaded to a secure, password-protected cloud-based storage system (SecureStor).

#### **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 George Foundation.

#### **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 UTHHealth Houston Faillace Department of Psychiatry or Fort Bend County Behavioral Health Services -Infant Toddler Court Program 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. UTHHealth Houston Faillace Department of Psychiatry may terminate this MOU immediately with written notice in the event the George Foundation 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. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.

#### **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:

##### **HRI**

Project Lead - Circle of Security-Nurturing Resilience Initiative  
Name: Seema Jacob, Psy.D.  
Email: [seema.jacob@uth.tmc.edu](mailto:seema.jacob@uth.tmc.edu)  
Ph: 713-486-2517

Primary Investigator  
Name: Funlola Are, PhD  
Email: [Funlola.g.are@uth.tmc.edu](mailto:Funlola.g.are@uth.tmc.edu)  
Phone: 713-486-0532

Administrative:

##### **Fort Bend County Behavioral Health Services - Infant Toddler Court Program**

Director of Behavioral Health Services, Fort Bend County  
Name: M. Connie Almeida, PhD  
E-mail: [connie.almeida@fortbendcountytexas.gov](mailto:connie.almeida@fortbendcountytexas.gov)  
Phone: (281)238-3079

Name: Susan Profilet, PhD  
Email: [susan.profilet@fortbendcountytexas.gov](mailto:susan.profilet@fortbendcountytexas.gov)  
Phone: (281)238-3079

Administrative:

Name: The University of Texas Health  
Science Center at Houston  
Address: 7000 Fannin, UCT1006 Houston,  
Texas 77030  
E-mail: preaward@uth.tmc.edu  
Phone: 713-500-3999

Name: Fort Bend County  
Address: 301 Jackson St., Richmond Texas  
77469  
E-mail:  
Phone: (281) 238 3079

#### **Article 14 - Compliance**

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party will comply 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 Fort Bend County Behavioral Health Services - Infant Toddler Court Program participation in the Nurturing Resilience Initiative, Fort Bend County Behavioral Health Services - Infant Toddler Court Program agrees to indemnify and hold harmless UTHHealth Houston Faillace Department of Psychiatry, 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 - Certification 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, certify 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**

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

**Article 18 - Signatures**

IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU as of the last date of signature below.

**The University of Texas Health Science Center at Houston**

By: Valerie Bomben  
Name: Valerie Bomben, Ph.D.  
Title: Director, Sponsored Contracts  
Date: April 8, 2022

**Fort Bend County**

By: KP George  
Name: KP George, County Judge  
Title: County Judge  
Date: April 5, 2022

Reviewed:

M. Connie Almeida, PhD  
Director, Behavioral Health Services



## **EXHIBIT A: DESCRIPTION OF CIRCLE OF SECURITY COMPONENT OF THE NURTURING RESILIENCE INITIATIVE**

### **Vision Statement –**

Caregivers and Staff attending programming at community partners will have an opportunity to participate in programming to help build resilience and build skills related to early childhood development and attachment relationships.

### **Definition of Circle of Security Component -**

The Circle of Security component of the Nurturing Resilience Initiative is designed to create a collaborative relationship between experts in early childhood development and mental health will work alongside community partners in Fort Bend County to provide young children (birth to 5 years of age) and their caregivers with needed resources to build resilience and thwart the influence of past adversity. Referrals will be driven by partnerships with Fort Bend County Behavioral Health Services - Infant Toddler Court program, Fort Bend County family physicians and pediatricians who are already enrolled in the UTHealth Houston Child Psychiatry Access Network, and caregivers referred by Fort Bend County Behavioral Health Infant Toddler Court program.

### **Circle of Security® Parenting Program -**

1. Parenting Program: Nurturing Resilience Initiative clinicians will provide parenting groups to caregivers focused on strengthening the primary attachment relationships to provide for the best opportunities for both caregiver and child right from the start. This program will utilize the Circle of Security® parenting program (an 8-chapter program) over a period of 10 weeks, 90 minutes per week to several groups across locations.

We will lead virtual and in-person groups that engage participants in strategies to enhance resilience and promote attachment security in infants, toddlers, and preschoolers. The purpose of the groups is educational, but should a need be identified for further mental health services, the Nurturing Resilience team and the onsite team will coordinate to provide caregivers with the needed referrals to appropriate services. These groups will be comprised of different level of providers, however, the only services provided through this program will be educational.

2. Workshops/Seminars: Nurturing Resilience Initiative clinicians will facilitate trainings on topics relevant to wellbeing and development in the early childhood years for foster parents and kinship caregivers to support them with the necessary knowledge and skills to responds and care for the young children in their homes.

We will collaborate with Fort Bend County Behavioral Health Services - Infant Toddler Court program to promote these workshop / seminars to caregivers of young children in Fort Bend County's child welfare system. These seminars/ workshops will be in a virtual and / in-person format and the services provided will be strictly educational in nature.

## **EXHIBIT B – STATEMENT OF WORK**

### **University of Texas Health Science Center Houston**

Established in 1972 by The University of Texas System Board of Regents, UTHealth is Texas' resource for health care education, innovation, scientific discovery, and excellence in patient

care. The most comprehensive academic health center in the UT System and the United States Gulf Coast region, UTHealth is home to schools of biomedical informatics, biomedical sciences, dentistry, public health, nursing, and medicine.

UTHealth seeks to educate health science professionals, discover and translate advances in the biomedical and social sciences, and model best practices in clinical care and public health. We pursue this mission to advance the quality of human life by enhancing the diagnosis, treatment, and prevention of disease and injury, while also promoting individual health and community wellbeing.

**Responsibilities of UTHealth Houston Health Science Center:**

Funds for this program to UTHealth have been allocated by the George Foundation from September 2021 to August 31, 2022

Funding will provide for personnel and travel for UTHSCH personnel beyond that required to attend usual work-related functions.

Educational teams may be composed of one or more of the following disciplines:

- Mental Health Professional
  - a. Licensed Clinical Social Worker
  - b. Post-doctoral Psychology Fellow
  - c. Psychologist - Supervisor

Funding to UTHealth has been provided to support administrative, legal, financial, and technical resources at the academic medical centers to support the project. Funds will support the data management platform as well as its oversight, maintenance, and development. The following data will be collected by the Nurturing Resilience Initiative Team as part of registration. The below data will be kept separate from any data collected by Fort Bend County Infant Toddler Court and provided to UT Health through the reporting requests noted above.

1. Child Name
2. Caregiver/ legal guardian Name
3. Date of Birth
4. Address
5. Waiver/Consent for participation
6. Telemedicine Consent
7. Session Attendance

Data will be managed in compliance with all HIPAA, HI-TECH, and FERPA laws. De-identified data required for project evaluation and reporting purposes will be stored in REDCap systems housed on HIPPA compliant secure T-100 servers that are password protected.

REDCap (Research Electronic Data Capture) is a secure, web-based application that is flexible enough to be used for a variety of types of data management. REDCap also provides easy data manipulation (with audit trails for reporting, monitoring and querying patient records) and an automated export mechanism to common statistical packages (SPSS, SAS, Stata, R/S-Plus).

All

data collection projects rely on a thorough dictionary, defined by all members of the data management team in an iterative, self-documenting process. This iterative development and testing process results in a well-planned and individualized data collection strategy.

Only de-identified aggregate data will be extracted and reported by designated members of the

team assigned to this project under the supervision of project and department leadership. Only with the permission of project and department leadership, will anyone be permitted to extract, analyze, and report data relevant to this effort. Deidentified, aggregate data will be sent to the George Foundation to track progress on goals of the project.

**Fort Bend County Behavioral Health Services - Infant Toddler Court Program Responsibilities:**  
Sites who sign on to participate in Nurturing Resilience Initiative -Circle of Security Component agree to provide:

1. A safe, designated space for the groups to occur on the Fort Bend County Behavioral Health Services - Infant Toddler Court program site (if sessions are conducted in-person).
2. A staff contact person on site to help remind and support attendance of identified participants/caregivers about the group.
3. Promotion of the UTHealth Houston Faillace Department of Psychiatry's community education events.
4. Collaboration with The UTHealth Houston Faillace Department of Psychiatry on the screening, referral, and assessment process.
5. Site personnel are asked to identify and screen caregivers/ parents that they believe are appropriate for the program.