



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 10/07/2025

Item Title: Memorandum of Understanding X Action
Mesquite Treatment Center (MTC), Information
LLC and Brownsville ISD Discussion

BACKGROUND:

Mesquite Treatment Center (MTC), LLC is an organization whose mission is to provide the highest quality of chemical dependency counseling and drug/alcohol education to students in Cameron, Hidalgo, and Willacy counties. Services provided include referrals for substance abuse prevention and education, referrals to inpatient/residential placements, referrals for family counseling, and referrals for health/mental health treatment and substance abuse prevention presentations for students and staff. All services provided to BISD students will have parental consultation and consent.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend approval to renew a Memorandum of Understanding between Brownsville ISD and Mesquite Treatment Center, LLC to provide chemical dependency referral services and educational presentations to BISD students during the school day for the 2025-2026 school year. No cost to the District.

Sara M. Garza

Submitted by: Principal/Program Director

Recommended by: Asst. Supt./Exec. Dir

Miguel Salinas

Reviewed by: Staff Attorney

Ms. Beatriz Hernandez

Approved by: Chief Officer

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
and MESQUITE TREATMENT CENTER, LLC

TO PROVIDE PRESENTATIONS AND REFERRAL SERVICES

This independent contractor agreement to provide chemical dependency treatment services entered by and between BROWNSVILLE INDEPENDENT SCHOOL DISTRICT (herein after referred to as "**BISD**") and Mesquite Treatment Center, LLC (herein after "**MTC**"), a Texas for Profit Organization, whose address is P.O. Box 603 Harlingen TX 78551 and whose taxpayer identification number is 20-4812039. The purpose of this agreement is to provide outpatient chemical dependency treatment services to **BISD** students at no charge to **BISD** with parental consultation consent. In considering this contract between **BISD** and **MTC**, **BISD** and **MTC** agrees as follows:

Services to be Provided

- A.** Referrals for Substance Abuse Prevention and Education
- B.** Referrals to Inpatient/Residential Placements
- C.** Referrals for Family Counseling
- D.** Referrals for Health/Mental Health Treatment
- E.** Substance Abuse Presentations for Students/Staff

Services will be provided on campus in separate/private office or classroom to provide protection of confidentiality or at **MTC**. All services will be provided with parental consultation and consent.

Payment for Services

There is no cost to the district. **MTC** consultants will bill students' Medicaid, Chips, Child Protective Services, Indigent, and Private insurance for reimbursement for all services provided. **MTC** will also provide **Pro Bono** services for indigent students.

Provider of Services

Providers of services are licensed in the State of Texas. Assistance may be provided by **Licensed Chemical Dependency Counselors (LCDC) and Counselor Interns (CI)** . **MTC** requires each employee contractor to have their own liability coverage for at least \$1 million.

Admissions/Discharge Criteria

MTC and its sole discretion shall make all decisions regarding admissions and discharges from the chemical dependency and mental health therapy in collaboration with **BISD** and the parents/guardian of the student.

Medical Necessities / Progress Notes

MTC agrees to ensure that students receive appropriate medical care including prescribed medications by a medical doctor/psychiatrist of their own and/or will give a referral list to the parents to choose any doctor close to their area. Progress will be discussed with **BISD** staff on a regular basis and any acute care in which students may need additional assistance, the counselor will be informed immediately.

Documentation of Services

MTC will assist to set academic goals according as applicable to student referral with assistance of **BISD** staff which will be received and discussed with appropriate staff.

Compliance

MTC shall provide services in compliance with all current local, state and federal laws, rules and regulations and policies of **BISD**. For purposes of this agreement pursuant to FERPA, **BISD** designates **MTC** as an official with legitimate educational interest in the education records of the student to the extent that access to records is required for fulfillment of this Agreement and **MTC** agrees to maintain the confidentiality of such records.

Background Checks

MTC shall ensure that all staff complete appropriate screening and background checks in compliance with state, federal, and policies of **BISD**. **MTC** is in compliance with Senate Bill 9 for school contactors. All staff shall be fingerprinted and results are placed in the Texas Department of Public Safety FACT Clearinghouse.

Non-Discrimination

MTC shall ensure that no person, on the basis of race, color, national origin, relation, sex, age, handicap or political affiliation, will be excluded from participation in, be denied any benefit, or be subjected to discrimination.

Client Rights

Each client admitted to the program is entitled to the following rights:

1. The right to appropriate and quality services and to know the qualifications of counseling staff.
2. The right to give informed consent of to refuse services and/or medication and to be advised of the consequences of refusal.
3. The right to know the costs of services; how much of the cost is charged to the client and how much is paid by other sources.
4. The right to dignity and personal privacy.
5. The right to protection of confidentiality of any personally identifiable information and/or information of services processed without written consent as governed by local, state and federal regulations, except when there is reasonable concern for child abuse, suicide, or homicide.
6. The right to a humane and safe environment free from abuse, neglect, and exploitation.
7. The right to receive a copy and complete explanation of the client's rights in clear, non-technical terms in a language the client understands.

Information Release

MTC will maintain all records and clients and will sign consent to release medical information to **BISD** and its Counselor.

Client Information

MTC will maintain client information and/or records for a period of five years for each student who receives services, unless otherwise specified in the contract or as provided by state or federal law.

Length of Sessions

Each session shall be no less than thirty (30) minutes and no more than (1) hour, unless in certain emergency and/or extenuating circumstances.

Program Progress

MTC will meet with designated staff of **BISD** to discuss progress of program quarterly. Any issues, updates, or program highlights will be reviewed at that time.

INDEPENDENT CONTRACTOR

It is understood and agreed that **MTC** shall perform all services under this contract in accordance with generally accepted standard applicable thereto. It is the intent of **BISD** and **MTC** that the agency is an independent contractor under the sole supervision, management, direction, and control of **MTC**. **BISD** shall look to **MTC** for results only. The personnel and staff of **MTC** are employees of **MTC** and shall not for any purpose be considered employees or agency of **BISD**. In this regard, **MTC** and **BISD** understand and agree that:

1. **BISD** will not responsible to withhold or pay on behalf of **MTC** any sums for income tax, unemployment, insurance, social security, or any other withholding pursuant to any law or requirement of any government body, or make available to said agency any of the benefits, including worker's compensation insurance coverage afforded to employees of **BISD**.
2. All such withholding, payment and benefits, if any, are sole responsibility of **MTC**.
3. **MTC** shall indemnify and hold harmless **BISD** from any damages or liability, including attorney's fees and legal expenses, incurred by **BISD** with respect to such payments withholding and benefits.

COMPLETE CONTRACT

A. Term

This contract shall be effective on school year August 11, 2024 and shall terminate on school year June 1, 2026 unless otherwise terminated.

B. Termination of Contract

This contract shall remain in effect until contract completion and acceptance of performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to cancellation. Such written notice shall be mailed at the address designated at the beginning and **BISD** shall have the right to terminate said contract for cause or no cause.

C. Amendments

This contract may only be amended by written agreement and by signature from both **MTC** and **BISD**.

D. Severability

If any provision, section, subsection, paragraph, sentence, clause or phrase of this contract or application of same to any person or set of circumstances, is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions continue in full force effect.

E. Entire Agreement

This contract constitutes the entire agreement of the parties.

F. No waiver of Immunity

Nothing in this is intended to and **BISD** does not hereby waive release of relinquish any right to assert any of the defenses **BISD** enjoys by virtue of state and/or federal constitution, laws, rules of regulations and any sovereign official or entity, or individual against **BISD**.

G. Governing Law

This contract shall be constituted according to the law of the State of Texas. Jurisdiction and venue of any action brought under this contract shall lie exclusively in Cameron County.

H. Qualifications or information provided by **BISD does not warrant or make any representations as to the accuracy of any information it provides to **MTC**. **MTC** shall be responsible in determining the accuracy of any information required to determine, at its own risk, what kind or type of services it is to offer in connection with this agreement. The use of any information requested by **MTC** is done so and is at **MTC's** own risk.**

I. Grievance Policies

MTC shall at all times keep and maintain rules, regulations and policies for its employees as required by law providing for a process by which any employee may grieve any complaint which affects the employee personally at work or any of the conditions of the work and/or employment.

J. Zero Tolerance Policy

MTC certifies to **BISD** that upon the initial signing of any resulting agreement or any time thereafter as requested by **BISD** that no agent and/or employee acting on **MTC** behalf ever come onto any campus or **BISD** property with drugs, alcohol and/or weapons.

K. Binding Agreement

This agreement shall be binding and inure to the benefit of the successors and/or assigns of **MTC** and shall be binding and inure to the benefit of **BISD** successors and/or assigns.

L. Assignment

This agreement shall not be assigned by **MTC** without the written consent of **BISD**. Any proposed assignment, including any partial assignment or delegation to any agent or subcontractor, is not permitted hereunder and shall void this agreement. The sale of **MTC** or the filing of Bankruptcy or any inability to perform by **MTC** shall make this agreement void.

M. Waiver of Default

No waiver by parties hereto of any default or breach of any term, condition or convenience of this Agreement shall be deemed to be waived of any other breach of the same or any other term, condition or covenant contained herein.

N. Mediation

The parties may mediate any dispute prior to any litigation being commenced, unless a party has overreached and is likely to alter the status quo, and in that even the other party may seek equitable and immediate relief.

O. Notice

Except as expressly provided herein, any notice required or permitted to be given under this agreement shall be in writing and delivered to: Laura L Garza, P.O. Box 603 Harlingen, TX 78551.

P. Venue

Any and all litigation related to this agreement will be proper in State Court in Cameron County, Texas.

Q. Termination

Either party may terminate this agreement at any time with or without cause by providing a thirty (30) day written notice. The notice is effective on the day it is faxed to Mesquite Treatment Center, LLC. Upon receiving said notice, Mesquite Treatment Center, LLC will immediately cease any and all work on behalf of BROWNSVILLE ISD. Additionally, Mesquite Treatment Center, LLC will only be paid for work performed prior to receiving notice of termination.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

Dr. Jesus H Chavez, BISD Superintendent

By: _____

Dated: _____

MESQUITE TREATMENT CENTER, LLC

Laura Lisa Garza, CEO

By: Laura Lisa Garza

Dated: 8-7-2025



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 09/03/2024

Item Title: Memorandum of Understanding X Action
Mesquite Treatment Center (MTC), Information
LLC and Brownsville ISD Discussion

BACKGROUND:

Mesquite Treatment Center (MTC), LLC is an organization whose mission is to provide the highest quality of chemical dependency counseling and drug/alcohol education to students in Cameron, Hidalgo, and Willacy counties. Services provided include initial screening and assessment, outpatient chemical dependency counseling via telehealth and face to face mode, group and individual therapy, drug and alcohol education, drug screening, and referrals to inpatient residential treatment, family counseling and health/mental health treatment. The student and parent/guardian have the option to participate in or deny these client paid services. Mesquite Treatment Center services will be offered and provided to BISD students attending the Brownsville Academic Center (BAC) during the school day at no cost to the District.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

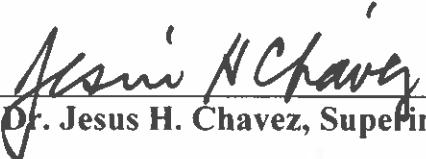
Recommend approval to renew a Memorandum of Understanding between Brownsville ISD and Mesquite Treatment Center, LLC to provide outpatient chemical dependency treatment services, intervention and counseling to BISD Brownsville Academic Center students during the school day for the 2024-2025 school year. No cost to the District.

Sara M. Garza 
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Miguel Salinas 
Reviewed by: Staff Attorney


Dr. Jesus H. Chavez, Superintendent

Ms. Beatriz Hernandez 
Approved by: Deputy Supt/Chief Officer

When Necessary, Additional Background May Follow This.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

and MESQUITE TREATMENT CENTER, LLC

TO PROVIDE OUTPATIENT CHEMICAL DEPENDENCY COUNSELING & INTERVENTION

This independent contractor agreement to provide chemical dependency treatment services entered by and between BROWNSVILLE INDEPENDENT SCHOOL DISTRICT (herein after referred to as "**BISD**") and Mesquite Treatment Center, LLC (herein after "**MTC**"), a Texas for Profit Organization, whose address is P.O. Box 603 Harlingen TX 78551 and whose taxpayer identification number is 20-4812039. The purpose of this agreement is to provide outpatient chemical dependency treatment services to **BISD** students at no charge to **BISD** with parental consultation consent. In considering this contract between **BISD** and **MTC**, **BISD** and **MTC** agrees as follows:

Services to be Provided

- A. Outpatient Chemical Dependency Counseling/Telehealth/Face-to-Face**
- B. Substance Abuse Intervention**
- C. Referrals for Substance Abuse Prevention and Education**
- D. Referrals to Inpatient/Residential Placements**
- E. Drug Testing**
- F. Referrals for Family Counseling**
- G. Referrals for Health/Mental Health Treatment**

Services will be provided on campus in separate/private office or classroom to provide protection of confidentiality or at **MTC**. All services will be provided with parental consultation and consent.

Payment for Services

There is no cost to the district. **MTC** consultants will bill students' Medicaid, Chips, Child Protective Services, Indigent, and Private insurance for reimbursement for all services provided. **MTC** will also provide **Pro Bono** services for indigent students.

Provider of Services

Providers of services are licensed in the State of Texas. Assistance may be provided by Licensed Chemical Dependency Counselors (LCDC) and Counselor Interns (CI) . MTC requires each employee contractor to have their own liability coverage for at least \$1 million.

Admissions/Discharge Criteria

MTC and its sole discretion shall make all decisions regarding admissions and discharges from the chemical dependency and mental health therapy in collaboration with BISD and the parents/guardian of the student.

Medical Necessities / Progress Notes

MTC agrees to ensure that students receive appropriate medical care including prescribed medications by a medical doctor/psychiatrist of their own and/or will give a referral list to the parents to choose any doctor close to their area. Progress will be discussed with BISD staff on a regular basis and any acute care in which students may need additional assistance, the counselor will be informed immediately.

Documentation of Services

MTC will assist to set academic goals according as applicable to student referral with assistance of BISD staff which will be received and discussed with appropriate staff.

Compliance

MTC shall provide services in compliance with all current local, state and federal laws, rules and regulations and policies of BISD. For purposes of this agreement pursuant to FERPA, BISD designates MTC as an official with legitimate educational interest in the education records of the student to the extent that access to records is required for fulfillment of this Agreement and MTC agrees to maintain the confidentiality of such records.

Background Checks

MTC shall ensure that all staff complete appropriate screening and background checks in compliance with state, federal, and policies of BISD. MTC is in compliance with Senate Bill 9 for school contractors. All staff shall be fingerprinted and results are placed in the Texas Department of Public Safety FACT Clearinghouse.

Non-Discrimination

MTC shall ensure that no person, on the basis of race, color, national origin, relation, sex, age, handicap or political affiliation, will be excluded from participation in, be denied any benefit, or be subjected to discrimination.

Client Rights

Each client admitted to the program is entitled to the following rights:

- 1. The right to appropriate and quality services and to know the qualifications of counseling staff.**
- 2. The right to give informed consent of to refuse services and/or medication and to be advised of the consequences of refusal.**
- 3. The right to know the costs of services; how much of the cost is charged to the client and how much is paid by other sources.**
- 4. The right to dignity and personal privacy.**
- 5. The right to protection of confidentiality of any personally identifiable information and/or information of services processed without written consent as governed by local, state and federal regulations, except when there is reasonable concern for child abuse, suicide, or homicide.**
- 6. The right to a humane and safe environment free from abuse, neglect, and exploitation.**
- 7. The right to receive a copy and complete explanation of the client's rights in clear, non-technical terms in a language the client understands.**

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MTC will meet with designated staff of BISD to discuss progress of program quarterly. Any issues, updates, or program highlights will be reviewed at that time.

INDEPENDENT CONTRACTOR

It is understood and agreed that MTC shall perform all services under this contract in accordance with generally accepted standard applicable thereto. It is the intent of BISD and MTC that the agency is an independent contractor under the sole supervision, management, direction, and control of MTC. BISD shall look to MTC for results only. The personnel and staff of MTC are employees of MTC and shall not for any purpose be considered employees or agency of BISD. In this regard, MTC and BISD understand and agree that:

1. BISD will not responsible to withhold or pay on behalf of MTC any sums for income tax, unemployment, insurance, social security, or any other withholding pursuant to any law or requirement of any government body, or make available to said agency any of the benefits, including worker's compensation insurance coverage afforded to employees of BISD.
2. All such withholding, payment and benefits, if any, are sole responsibility of MTC.
3. MTC shall indemnify and hold harmless BISD from any damages or liability, including attorney's fees and legal expenses, incurred by BISD with respect to such payments withholding and benefits.

COMPLETE CONTRACT

A. Term

This contract shall be effective on school year August 12, 2024 and shall terminate on school year June 1, 2025 unless otherwise terminated.

B. Termination of Contract

This contract shall remain in effect until contract completion and acceptance of performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to cancellation. Such written notice shall be mailed at the address designated at the beginning and BISD shall have the right to terminate said contract for cause or no cause.

C. Amendments

This contract may only be amended by written agreement and by signature from both **MTC** and **BISD**.

D. Severability

If any provision, section, subsection, paragraph, sentence, clause or phrase of this contract or application of same to any person or set of circumstances, is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions continue in full force effect.

E. Entire Agreement

This contract constitutes the entire agreement of the parties.

F. No waiver of Immunity

Nothing in this is intended to and **BISD** does not hereby waive release or relinquish any right to assert any of the defenses **BISD** enjoys by virtue of state and/or federal constitution, laws, rules of regulations and any sovereign official or entity, or individual against **BISD**.

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I. Grievance Policies

MTC shall at all times keep and maintain rules, regulations and policies for its employees as required by law providing for a process by which any employee may grieve any complaint which affects the employee personally at work or any of the conditions of the work and/or employment.

J. Zero Tolerance Policy

MTC certifies to **BISD** that upon the initial signing of any resulting agreement or any time thereafter as requested by **BISD** that no agent and/or employee acting on **MTC** behalf ever come onto any campus or **BISD** property with drugs, alcohol and/or weapons.

K. Binding Agreement

This agreement shall be binding and inure to the benefit of the successors and/or assigns of MTC and shall be binding and inure to the benefit of BISD successors and/or assigns.

L. Assignment

This agreement shall not be assigned by MTC without the written consent of BISD. Any proposed assignment, including any partial assignment or delegation to any agent or subcontractor, is not permitted hereunder and shall void this agreement. The sale of MTC or the filing of Bankruptcy or any inability to perform by MTC shall make this agreement void.

M. Waiver of Default

No waiver by parties hereto of any default or breach of any term, condition or convenience of this Agreement shall be deemed to be waived of any other breach of the same or any other term, condition or covenant contained herein.

N. Mediation

The parties may mediate any dispute prior to any litigation being commenced, unless a party has overreached and is likely to alter the status quo, and in that even the other party may seek equitable and immediate relief.

O. Notice

Except as expressly provided herein, any notice required or permitted to be given under this agreement shall be in writing and delivered to: Laura L Garza, P.O. Box 603 Harlingen, TX 78551.

P. Venue

Any and all litigation related to this agreement will be proper in State Court in Cameron County, Texas.

Q. Termination

Either party may terminate this agreement at any time with or without cause by providing a thirty (30) day written notice. The notice is effective on the day it is faxed to Mesquite Treatment Center, LLC. Upon receiving said notice, Mesquite Treatment Center, LLC will immediately cease any and all work on behalf of BROWNSVILLE ISD. Additionally, Mesquite Treatment Center, LLC will only be paid for work performed prior to receiving notice of termination.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

Dr. Jesus H Chavez, BISD Superintendent

By: Jesus H Chavez

Dated: 9-3-24

MESQUITE TREATMENT CENTER, LLC

Laura Lisa Garza, CEO

By: Laura Lisa Garza

Dated: 7-22-24