



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/05/2025

Item Title: Palms Behavioral Health Hospital
and Brownsville ISD MOU

X Action
 Information
 Discussion

BACKGROUND:

Palms Behavioral Health Hospital provides clinical mental health and educational services for students who are enrolled as full day patients in the Partial Hospitalization Program. Palms Behavioral Health Hospital seeks to collaborate with Brownsville ISD to ensure schoolwork from the student's Brownsville ISD home campus is provided to their facility for the students enrolled in the full day program. Palms Hospital will provide a tutor to monitor and assist students with schoolwork at the facility for the duration of treatment. Palms Behavioral Health Hospital shall also provide services that include individual/group/family counseling, professional workshops and substance abuse counseling and tutorial for schoolwork.

FISCAL IMPLICATIONS:

No Cost to the District.

RECOMMENDATION:

Recommend approval to renew the memorandum of understanding between Palms Behavioral Health Hospital and Brownsville ISD for educational services for BISD students who participate in the Partial Hospitalization Program for the 2025-2026 school year. No cost to the District.


Sara M. Garza

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

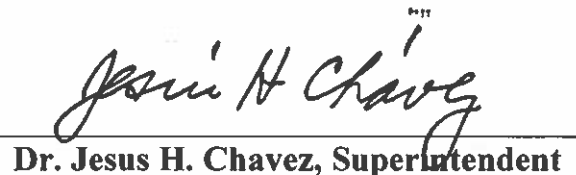
Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Ms. Beatriz Hernandez

Approved by: Chief Officer


Dr. Jesus H. Chavez, Superintendent

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Monday, June 16, 2025 8:00 AM
To: Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom
Cc: Miguel Salinas
Subject: Re: Palms Behavior Health Hospital & BISD MOU

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Wednesday, June 11, 2025 3:50 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>
Subject: Palms Behavior Health Hospital & BISD MOU

Ms. Lozano,

Please see the attached for your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein
Paralegal
Staff Attorney Office

1900 E. Price Road, Suite 302 • Brownsville, Texas 78521
Office: (956) 698-6379 • Fax: (956) 714-6400
E-mail: reckstein@bisd.us

**Roxanne Eckstein | Paralegal to Miguel Salinas & Administrative Support | Staff Attorney |
Chief Academic Officer | Chief Operations Officer | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

**Independent contractor Agreement between
Brownsville Independent School District and
Palms Behavioral Health to
Provide Mental Health Services**

2025-2026 School Year

This independent contract agreement represents and agreement for the provision of mental health treatment and is entered by and between Brownsville Independent School District (hereinafter referred to as "BISD") and Strategic BH- Brownsville, LLC dba Palms Behavioral Health (hereinafter referred to as "Palms Behavioral Health"), a Delaware limited liability company, whose address is 613 Victoria Lane, Harlingen, TX 78550 and whose taxpayer identification number is 47-1119399. The purpose for this agreement is to allow Palms Behavioral Health to provide mental health treatment services to BISD students with parental consent. This agreement is not an exclusive arrangement and BISD may enter into similar services from other organizations as it seems appropriate without notice to Palms Behavioral Health. In considering this contract between BISD, Palms Behavioral Health agrees to the following:

I. Services to be Provided

- a. Individual Student Counseling
- b. Student Group Counseling
- c. Family Counseling Training
- d. Professional Workshops
- e. Educational Component – Tutor or Home Bound Teacher
- f. Substance Abuse Counseling

II. Compliance

Palms Behavioral health shall provide services in compliance with all current local, state and federal laws, as well as rules and regulations and policies of BISD. All policies are on-line for review. BISD shall collaborate with Palms Behavioral Health to ensure schoolwork from home campus is provided for students to complete with tutor while in the Partial Hospitalization Program. Student, Parent, Tutor (Hired by Palms Behavioral Health), and staff will collaborate to fulfill educational component while also focusing on the student's mental health. For purposes of this agreement, pursuant to FERPA, BISD designates Palms Behavioral Health Hospital as an official with legitimate educational records for which it must comply with FERPA, it agrees to comply with FERMA to the extent permitted or required by applicable law, it agrees to provide copies of educational records it generates, if any, to BISD.

III. Provider of Services

Upon execution of this agreement, Palms Behavioral Health shall deliver to BISD a list of the names, dates of birth, list of licenses or certifications for each person providing services to BISD Students. Palms Behavioral Health shall ensure individuals who provide services to BISD students meet the qualifications of licensure within the State of Texas to perform quality services in accordance with

industry best practices for BISD students. BISD requires Palms Behavioral Health to provide the district with a copy of licensure and attest that an acceptable criminal background check has been performed in accordance with legal requirements. Palms Behavioral Health shall provide copies for each clinician before providing services for BISD students. Palms Behavioral Health will immediately notify BISD contact upon knowledge of any complaint being made to Texas State Board of Examiners of Professional Counselors or a change in licensure or background check compliance.

Palms Behavioral Health agrees to maintain in full force and effect professional liability insurance covering the performance of Palms Behavioral Health's services with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) per person.

IV. Payment of Services

Palms Behavioral Health consultants will bill student/client Medicaid, Chip, Child Protective Services, Indigent, and/or Private Insurance for reimbursement for all services provided. BISD is not responsible for paying for services rendered. Agencies servicing BISD students will be asked to service minimally two pro bono cases per school year.

V. Admissions/Discharge Criteria

Palms Behavioral Health is solely responsible for patient care of its patients and at its sole discretion shall make decisions regarding admission referrals and discharges from the substance and mental health therapy. It shall, however, collaborate with the BISD counselor and/or social worker, as appropriate under the circumstances. BISD expressly reserves the right to terminate services at any time for any reason.

VI. Student Rights

Palms Behavioral Health shall ensure that each client admitted to the program is afforded the same rights:

- a. The right to appropriate and quality services and be made aware of qualifications of counseling staff.
- b. The right to give informed consent or to refuse services and to be advised of the consequences of refusal.
- c. The right to know the cost of services; how much of the cost is being charged and how much is paid by other sources.
- d. The right to dignity and personal privacy.
- e. The right to protection of confidentiality of any personal 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/neglect, suicide, or homicide.
- f. The right to a humane and safe environment free from abuse/neglect and exploitation.

- g. The right to receive a copy and complete explanation of the student's rights in clear, non-technical terms in a language the student understands.

VII. Information Release

Palms Behavioral Health will maintain records of student session documentation and signed parent consent form to release information to BISD and counselor/social workers. Palms Behavioral Health will maintain student information and/or records for a period of five years for each student who receives services, unless otherwise specified in the contract or as otherwise required by applicable state and federal law, in which case it shall comply with applicable federal and state law.

VIII. Progress Notes

Palms Behavioral Health agrees to ensure that students receive appropriate and quality services. Progress notes will be discussed with BISD counseling staff as needed. In any acute care situation where the student is potentially at risk to self or others and in need of immediate intense care, Palms Behavioral Health will be expected to take appropriate action to ensure the safety of the student.

IX. Non-Discrimination

Palms Behavioral Health shall ensure that no person, based on race, color, national origin, relation, sex, age, handicap, political affiliation, or other status protected by applicable law, rule of regulation, will be excluded from participation in, be denied any benefit, or be subjected to discrimination.

X. Independent Palms Behavioral Health

It is understood and agreed that Palms Behavioral Health shall perform all services under this contract in accordance with generally accepted standards applicable thereto. The personnel and staff of Palms Behavioral Health are employees of Palms Behavioral Health and shall not for any purpose be considered employees or agents of BISD. In this regard, Palms Behavioral Health and BISD understand and agree that:

- a. BISD will not be responsible to withhold or pay on behalf of Palms Behavioral Health any sums for income tax, unemployment, insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to said agency any of the benefits, including workers' compensation insurance coverage afforded to employees of BISD
- b. All such withholding, payment and benefits, if any, are sole responsibility of Palms Behavioral Health.
- c. Palms Behavioral Health shall indemnify and hold harmless BISD from any damages or liability, including attorney fees and legal expenses incurred by BISD with respect to such payments withholding and benefits.

XI. Term and Termination

a. Term

This contract shall be effective on August 11, 2025, and shall terminate on August 11, 2026, unless otherwise terminated.

b. Termination of Contract

This contract shall remain in effect until contract completion and/or until terminated by either party. Either party may terminate this contract on 30 days' written notice without cause and without penalty. Written notice shall be mailed to the address designated.

c. Termination for Cause

Either party may terminate this Agreement immediately upon written notice to the other party that the other party is in material breach of this agreement.

XII. Documents

Palms Behavioral Health shall be required to submit the following information/forms to BISD:

- a. A Social Security Number or (EIN) Employee Identification Number
- b. Conflict of Interest Questionnaire; and
- c. Evidence of applicable insurance coverage.

XIII. Notice and Demands

All notices hereunder shall be in writing and shall either be delivered in person against a written receipt thereof or given by certified mail or certified mail, return receipt requested, and addressed to the proper party at the address set forth below.

To: Palms Behavioral Health
613 Victoria Lane
Harlingen, TX 78550

To: Brownsville Independent School District
1900 Price Road
Brownsville, TX 78521

XIV. Miscellaneous

a. Parties Bound

This contract shall be binding upon, and inure to the benefit of, the parties to the contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this contract.

b. Texas Laws to Apply

This contract shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the parties created by this contract are performable in Cameron County, Texas. In the event that the parties are required to litigate any disputes, the parties DO NOT

waive their right to a jury trial in a county, state or federal court as applicable under the law. The parties DO NOT agree to arbitrate any disputes.

c. Legal Construction

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceability shall not affect any other provision of this contract and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included in contract.

d. Prior Contracts Superseded

This contract constitutes the sole and only contract of the parties to the contract and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter of the contract.

e. Amendment

No amendment, modification, or alteration of the terms of this contract shall be binding unless the same is in writing, dated subsequent to the date of this contract, and duly executed by the parties to this contract.

f. No Assignment

Palms Behavioral Health may not assign or subcontract any portion of the performance called for in this contract.

g. Performance

This contract is performable in Cameron County, TX

AGREED:

Facility:

Docusign Envelope ID: F1D6DC77-3F2A-48FA-A8AD-6DC834207ADB
Signed by:

X Paul Gilbert 5/28/2025
6FA0B10E7D20400

Paul Gilbert
Chief Legal Officer
Palms Behavioral Health

Date

Contractor:

X _____

Dr. Jesus H. Chavez
Superintendent of Schools
Brownsville Independent School District

Date



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/01/2023

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and Brownsville ISD MOU

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Palms Behavioral Health Hospital provides clinical mental health and educational services for students who are enrolled as full day patients in the Partial Hospitalization Program. Palms Behavioral Health Hospital seeks to collaborate with Brownsville ISD to ensure schoolwork from the student's Brownsville ISD home campus is provided to their facility for the students enrolled in the full day program. Palms Hospital will provide a tutor to monitor and assist students with schoolwork at the facility for the duration of treatment. Palms Behavioral Health Hospital shall also provide services that include individual/group/family counseling, professional workshops and substance abuse counseling and tutorial for schoolwork.

FISCAL IMPLICATIONS:

No Cost to the District.

RECOMMENDATION:

Recommend to approve a memorandum of understanding between Palms Behavioral Health Hospital and Brownsville ISD for educational services for BISD students who participate in the Partial Hospitalization Program for the 2023-2024 school year. No cost to the District.

Sara M. Garza

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Chief Financial Officer

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Academic Officer

Dr. René Gutiérrez, Superintendent

**Independent Contractor
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Brownsville Independent
School District and Palms
Behavioral Health
to Provide Mental Health
Services**

2023 – 2024 School Year

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permitted or required by applicable law, it agrees to provide copies of educational records it generates, if any, to BISD.

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- c. The right to know the costs of services; how much of the cost is being charged and how much is paid by other sources.

- d. The right to dignity and personal privacy.
- e. The right to protection of confidentiality of any personal 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/neglect, suicide, or homicide.
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1. BISD will not be responsible to withhold or pay on behalf of Palms Behavioral Health any sums for income tax, unemployment, insurance, social security, or any other withholding pursuant to any law or requirement of any governmental 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 Palms Behavioral Health.
3. Palms Behavioral Health shall indemnify and hold harmless BISD from any damages or liability, including attorney fees and legal expenses/incurred by BISD with respect to such payments withholding and benefits.

VI. Term and Termination

A. Term

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B. Termination of Contract

This contract shall remain in effect until contract completion and/or until terminated by either party. Either party may terminate this contract on 30 days' written notice without cause and without penalty. Written notice shall be mailed at the address designated.

- C. Termination for Cause. Either party may terminate this Agreement Immediately upon written notice to the other Party that the other Party is in material breach of this Agreement.

VII. Documents

Palms Behavioral Health shall be required to submit the following information/forms to BISD:

- A. A Social Security Number or (EIN) Employer Identification Number
- B. Conflict of Interest Questionnaire; and
- C. Evidence of applicable insurance coverage.

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613 Victoria Lane
Harlingen, TX 78550

To: BISD:
Brownsville ISD 1900 Price Road
Brownsville, TX 78521

IV. MISCELLANEOUS

- A. **Parties Bound.** This Contract shall be binding upon, and inure to the benefit of, the parties to the Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Contract.
- B. **Texas Law to Apply.** This Contract shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Cameron County, Texas. In the event that the parties are required to litigate any disputes, the parties DO NOT waive their right to a jury trial in a county, state or federal court as applicable under the law. The parties DO NOT agree to arbitrate any disputes.
- C. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Contract.
- D. **Prior Contracts Superseded.** This Contract constitutes the sole and only Contract of the parties to the Contract and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of the Contract.
- E. **Amendment.** No amendment, modification, or alteration of the terms of this contract shall be binding unless the same is in writing, dated subsequent to the date of this Contract, and duly executed by the parties to this Contract.
- F. **No Assignment.** Palms Behavioral Health may not assign or subcontract any portion of the performance called for in this Contract.
- G. **Performance.** This Contract is performable in Cameron County, Texas.

AGREED:

Facility:

x Cynthia Mendoza 5/22/23
Cynthia Mendoza, CEO Date
Palms Behavioral Health
956-365-2579 (Office)
956-421-1026 (Fax)

Contractor:

x Rene Gutierrez 8/2/23
Dr. Rene Gutierrez Date
Superintendent of Schools
Brownsville Independent School