

Brownsville Independent School District

Agenda Cate	General Function egory: Contracts/MOU BCFS Health and Human Serv Human Trafficking Interdictio Common Thread and Brownsville ISD		
BCFS Health and Human Services is a nonprofit established in 1944 specializing in community-based care for at-risk families and children, prevention and early intervention services, housing for young adults aging out of the foster care system, mental health and life skill services, advocacy and case management coordination for survivors of human trafficking, medical programs for women who are pregnant or post-partum, and once-in-a-lifetime experiences for families who have children with a disability or special need. For more than 79 years, BCFS Health and Human Services has profoundly impacted the lives of thousands of youth, children and families in a positive and caring way.			
FISCAL IM None	IPLICATIONS:		
Recommend approval to enter into a Memorandum of Understating between Brownsville Independent School District and BCFS Health and Human Services Human Trafficking Interdiction Division for a 2-year interval. No cost to the District.			
	by: Principal/Program Director ded by: Asst. Supt./Exec. Dir.	Approved for Submission to Board of Education:	
My	y: Staff Attorney	Dr. Jesus H. Chavez, Superintendent	

This Memorandum of Understanding ("Agreement") is entered into by and between BCFS Health and Human Services Human Trafficking Interdiction-Common Thread (BCFS HHS HTI Common Thread), located at 4346 NW Loop 410, San Antonio, TX 78229 and Brownsville Independent School District.

I. PURPOSE. The purpose of this Agreement is to:

- A. Provide BCFS HHS HTI Common Thread advocacy for survivors referred by, or otherwise served by, Brownsville ISD to support students who are survivors of human trafficking. BCFS HHS HTI Common Thread provides relational advocacy services, safety planning and support. The program does not provide therapy.
- B. Collaborate toward the goal of supporting all child survivors of commercial sexual exploitation, individuals 0-17 years of age up to the age of 25 years of age (transition -age youth individuals 18-25 years of age) to receive advocacy, case management, and other appropriate services.

II. TERM OF THE AGREEMENT. TERM OF THE AGREEMENT.

The term of this Agreement will commence on _____ and will be reviewed and amended every two years if no amendment is needed. The MOU will be renewed at 2-year intervals or otherwise, unless one party notifies the other in writing at least 30 days before the expiration of said term of its intention not to renew or to amend this Agreement otherwise. This term is contingent upon BCFS HHS HTI Common Thread notice of award.

III. ABOUT COMMON THREAD: BCFS HHS HTI - Common Thread is a government-contracted health and human services organization that provides advocacy and support to survivors of human trafficking across South Texas. Our mission is to empower individuals by offering direct support, education, and resources to help them heal from trauma and achieve lasting stability.

IV. OTHER DEFINITIONS. The following definitions apply:

A. Agreement: This Memorandum of Understanding.

V. ROLES AND RESPONSIBILITIES:

A. Brownsville ISD will:

- Refer eligible Students to BCFS HHS HTI Common Thread as deemed appropriate by Brownsville ISD. Eligible students will be Commercially Sexually Exploited Youth (CSEY) and those at high risk (CSEY) up to the age of 17 (the program offer services up to 25 years old), regardless of gender or nationality.
- 2. Allow BCFS HHS HTI Common Thread to perform introductory training for Brownsville ISD—personnel on referring eligible students to BCFS HHS HTI Common Thread programming.
- 3. Call BCFS HHS Common Thread's 24-hour hotline at 1-888-8THREAD to refer eligible Students and facilitate access for BCFS HHS HTI Common Thread advocates who may meet the student.
- 4. Facilitate communication between BCFS HHS HTI Common Thread advocate and students participating in the program if necessary

- Assign a point of contact (POC) with whom BCFS HHS HTI Common Thread may communicate schedule visits.
- 6. Provide feedback to BCFS HHS HTI Common Thread regarding the partnership to ensure continuous quality of service provision.
- 7. To facilitate access for BCFS HHS HTI Common Thread advocates to meet with students in a confidential and supportive environment, coordinating with advocates regarding any relevant concerns.

B. BCFS HHS HTI Common Thread will:

- 1. Arrive within 90 minutes of receiving an emergency hotline referral with the BCFS HHS HTI Common Thread service area from Brownsville ISD and confirming capacity, ensure that an advocate arrives at the designated safe location to meet the Participant.
- 2. Provide immediate, flexible, and relationship-focused services 365 days a year, 24 hours a day, 7 days a week for confirmed and high-risk (Clear concern) victims of CSEY up to age 24. BCFS HHS HTI Common Thread will begin transition out of the program for survivors at 24.5 years old.
- 3. If a non-emergent hotline referral is placed, an appointment is scheduled, and the assigned advocate arrives on time and as planned.
- 4. Abide by all mandated reporting laws, including within the family and penal codes.
- 5. Maintain strict confidentiality of all information and records relating to all Students, and not redisclose any information regarding any Participant except as required by law or as necessary to perform the services provided pursuant to this Agreement.
- 6. Ensure that individuals providing services under this Agreement have the necessary qualifications to perform the services to which they are assigned.
- 7. Ensure that advocates who provide services directly to Students undergo background checks and child abuse and neglect history screenings.
- 8. Provide feedback to Brownsville ISD regarding the partnership to ensure continuous quality of service provision.
- To provide professional advocacy services with written consent of parent/guardian, maintain regular communication with designated school personnel, and respect all school policies and procedures.
- 10. Provide advocacy services to Survivors until:

CSEY Advocacy

- The Survivor requests case closure.
- The Survivor has sustained a "maintenance" state of change and is assessed to be prepared for case closure.
- Services are requested to terminate per funding agency request, or whichever comes first.
- 11. Should services terminate for any reason, services may be reinitiated should the Survivor re-engage with BCFS HHS HTI Common Thread, and the needs assessment determines appropriate candidacy for the program. BCFS HHS HTI Common Thread will notify Brownsville ISD if a mutual survivor is discharged from their program.

12. Meet periodically to check in with **Brownsville ISD** regarding our partnership to ensure a collaborative working relationship between BCFS HHS HTI Common Thread and **Brownsville ISD**'s POC to continuous quality of service provision.

VI. COLLABORATIVE COMPONENTS:

- 1. BCFS HHS HTI Common Thread and Brownsville ISD will designate a representative to act as a liaison between agencies. Disagreements or issues that may arise will be discussed with the designated representative. Should the issue not be resolved, the designated representatives will elevate the issue to the appropriate individual within their agency.
- 2. BCFS HHS HTI Common Thread leadership and Brownsville ISD designed POC will communicate issues raised by survivors and discuss these issues respectfully and transparently to avoid "staff and agency splitting" by the Survivor.
- 3. BCFS HHS HTI Common Thread and Brownsville ISD will support each other's agency goals and objectives to the extent resources and funding will allow.
- 4. BCFS HHS HTI Common Thread Advocates will call the Brownsville ISD designated contact person to schedule any visits with survivors at the Brownsville ISD prior to confirming with the Survivor to ensure availability.

VII. REQUIRED BACKGROUND CHECKS AND TRAINING.

A. All employees, volunteers, or any other individuals working under the auspices of the BCFS HHS HTI Common Thread who may have direct access to students must undergo fingerprint-based background searches and child abuse registry checks. The child abuse registry checks will be conducted through the Texas Department of Family Protective Services ("TDFPS") Central Registry of Child Abuse and Neglect. Both BCFS HHS HTI Common Thread and Brownsville ISD ensure that all employees, volunteers, or any other individuals interacting with survivors via this partnership have satisfactorily passed these background searches and registry checks. Individuals with a disqualifying criminal history are prohibited from providing services under this Agreement. Additionally, if the BCFS HHS HTI Common Thread and/or Brownsville ISD receives future notification of an arrest of any personnel for potentially disqualifying criminal conduct, the individual with said conduct may be removed from providing services under this Agreement.

VIII. DUTY TO REPORT

- A. All BCFS HHS HTI Common Thread personnel are "mandated reporters" and will report any allegation or witnessing of abuse or neglect to the appropriate authorities. BCFS HHS HTI Common Thread maintains a Zero Tolerance Policy and will immediately terminate any personnel found to have engaged in the abuse or neglect of a child or to have knowingly withheld information contributing to the abuse or neglect of a child.
- B. CSEY Reporting: BCFS HHS HTI Common Thread and Brownsville ISD will report allegations of sex trafficking and exploitation in accordance with the law and each agency's internal protocol.

IX. ADDITIONAL TERMS

A. <u>Legal Compliance</u>. BCFS HHS HTI Common Thread and <u>Brownsville ISD</u> will adhere to all federal, state, county, and city laws, ordinances, regulations, and standards applicable to the provision of

services described herein and the performance of all obligations undertaken pursuant to this Agreement.

- B. <u>Confidentiality</u>. BCFS HHS HTI Common Thread and <u>Brownsville ISD</u> will maintain strict confidentiality of all information and records relating to all students. They will not redisclose the information except as required to perform the services pursuant to this Agreement or as may be required by law.
- C. Equal Opportunity. BCFS HHS HTI Common Thread and Brownsville ISD will respect and protect the civil and legal rights of all clients and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/ legal guardian/ custodian based on age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- D. <u>Funding</u>. Any appropriate funding agency shall provide funding for services under this Agreement. BCFS HHS HTI Common Thread and <u>Brownsville ISD</u> mutual obligation to perform services under this Agreement is contingent upon funding being available. Neither BCFS HHS HTI Common Thread nor <u>Brownsville ISD</u> has any obligation to pay for these services and will not be presented with any bill for payment.
- E. <u>Agreements Superseded</u>. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the subject matter.
- F. <u>Amendments</u>. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated after the date hereof, and duly executed by the parties hereof.

X. TERMINATION

A. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' prior written notice to the other party. Either party may terminate this Agreement at any time if either party, in its sole discretion, determines that the life, health, welfare, or safety of children may be endangered either directly or indirectly through either party's intentional, willful, negligent discharge of its duties.

XI. CONTACT REPRESENTATIVES

The following individuals are designated as representatives of each entity and shall communicate as needed to ensure the success of the project:

Brownsville ISD:

Contact Person: Diana Clough Title: Project Coordinator

Address: 708 Palm Boulevard, Brownsville, TX 78520

Telephone: (956)698-0147 Email Address: clough@bisd.us

Common Thread:

Contact Person: Diana Almaguer

Title: Regional Director Rio Grande Valley

Address: 4346 NW Loop 410, San Antonio, TX 78229

Telephone: Mobile 210-861-6610 Email Address: da0419@bcfs.net

Contact Person: Eyra Montemayor

Title: State Director

Address: 4346 NW Loop 410, San Antonio, TX 78229

Telephone: Mobile 210- 452-2269 Email Address: eb0817@bcfs.net

XII. EXECUTION

A. Each person signing this Agreement below warrants that he or she has the power and authority to bind the party for which he or she signs to all the terms and conditions of this Agreement.

BCFS HHS HTI	Brownsville ISD
R Bag	
Rosa Baez	Dr. Jesus H. Chavez
BCFS HHS President	BISD Superintendent of Schools
Date: September 12, 2025	Date: