



Brownsville Independent School District

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

Item Title: Behavioral Health Solutions of South
TX Youth Prevention and Brownsville
ISD MOU

X Action
Information
Discussion

BACKGROUND:

The Behavioral Health Solutions of South Texas (BHSST) Youth Prevention Program and the Brownsville ISD agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, vaping and other drug abuse and behavioral health issues. BHHST goal is to educate the community with the expectation to reduce substance abuse among youth and adults. Students referred for youth prevention programs should have been identified as high risk for truancy. The Behavioral Health Solutions of South Texas will provide campus-based Youth Prevention (YP) Specialist at selected high schools and selected middle schools. Prevention Specialists will provide curriculum-based education, skill building activities, problem identification and referrals for secondary students.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to renew a Memorandum of Understanding between the Brownsville Independent School District and Behavioral Health Solutions of South Texas Youth Prevention Program for implementation of their educational programs for reducing alcohol and substance abuse among youth in secondary schools during the BISD 2025-2026 school year. No cost to the District.

Sara M. Garza 
Submitted by: Principal/Program Director

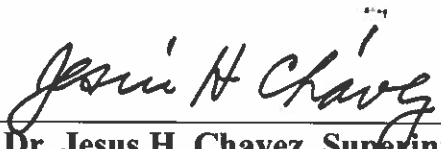
Approved for Submission to Board of Education:

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

Miguel Salinas 
Reviewed by: Staff Attorney

Ms. Beatriz Hernandez 

Approved by: Chief Officer


Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Sunday, June 15, 2025 3:51 PM
To: Roxanne Eckstein; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: Re: Behavioral Health Solutions 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.

Approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Wednesday, June 11, 2025 3:51 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: Behavioral Health Solutions 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**

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Memorandum of Understanding

Behavioral Health Solutions of South Texas (BHSST) and **Brownsville Independent School District** agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug (ATOD) use and behavioral health concerns. BHSST's goal is to educate the communities with expectations to reduce substance misuse and related behavioral health conditions among youth, young adults and adults.

Our commitment to this collaboration will consist of the following:

1. BHSST will provide a campus-based Youth Prevention (YP) Specialist at selected schools.
2. The Prevention Specialist will coordinate services with the designated **Brownsville Independent School District** personnel. Services will be rendered according to the agreed upon schedule and protocol for providing **Youth Prevention Selective L2B (Learning 2 Breathe), Youth Prevention Selective PA (Positive Action)** services.
 - a. BHSST Prevention Specialists will work with **Brownsville Independent School District** school counselor/social worker to arrange days, times, classroom, and group space for in-person prevention services and/or web-based platform for virtual prevention services.
 - b. BHSST shall ensure that all employees, subcontractors, and agents who will have direct contact with students undergo fingerprinting and background checks in compliance with Texas Education Code section 22.0834 and any applicable District policies.
 - c. For Universal Prevention Services, school personnel will provide the Prevention Specialist with access to the classrooms and rosters. For Selective Prevention Services, school personnel will provide all referrals to the Prevention Specialists. Students referred will be identified by school personnel as residing in a "colonia", at high risk of truancy, or other identified risk factors. For Indicated Prevention Services, school personnel will provide all referrals to the Prevention Specialist. Students referred will have been identified by school personnel as having experimented with ATOD or have other risk factors but do not meet criteria for a substance use disorder.
 - d. BHSST Prevention Specialists and school personnel will communicate to one another any changes in the agreed upon schedules.
 - e. In accordance with **Brownsville Independent School District** and BHSST policies and state laws, BHSST Prevention Specialists will communicate any student needs identified in curriculum and follow the guidance provided by **Brownsville Independent School District** personnel to align with policies and procedures.
 - f. At no time will the Prevention Specialists solicit students for the program.
 - g. **FERPA Confidentiality**

a. Definition of Confidential Information

Under this Agreement, "Confidential Information" refers to any and all student education records, personally identifiable information, and other data that is subject to the Family

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Educational Rights and Privacy Act ("FERPA") and any applicable state privacy laws.

b. Obligations of BHSST

BHSST acknowledges that it may receive, have access to, or otherwise be exposed to Confidential Information in the course of performing its obligations under this Agreement. BHSST agrees to comply with all applicable FERPA regulations and any relevant state laws regarding the protection, use, and disclosure of such Confidential Information.

c. Permitted Use and Disclosure

BHSST shall use Confidential Information only as necessary to fulfill its obligations under this Agreement and shall not disclose Confidential Information to any third party without the prior written consent of the District, except as permitted by FERPA or other applicable law. BHSST shall ensure that any of its employees, agents, or subcontractors who have access to Confidential Information are fully informed of the confidential nature of the information and are bound by the same obligations as BHSST under this provision.

d. Security Measures BHSST agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality and security of the Confidential Information. These measures shall be designed to prevent unauthorized access, use, disclosure, alteration, or destruction of Confidential Information.

e. Notification of Breach

In the event of any unauthorized access, use, or disclosure of Confidential Information, BHSST shall immediately notify the District and take all necessary steps to mitigate the impact of such breach, including but not limited to, cooperating with the District in any investigation and providing any required notifications under applicable law.

f. Return or Destruction of Confidential Information

Upon termination or expiration of this Agreement, or upon the District's request, BHSST shall promptly return or destroy all Confidential Information in its possession, custody, or control, including any copies thereof, in accordance with the District's instructions and applicable law.

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g. Survival

The obligations of BHSST under this FERPA Confidentiality provision shall survive the termination or expiration of this Agreement.

3. **Brownsville Independent School District** will provide adequate space and security for BHSST staff to complete the curriculum sessions, alcohol/tobacco/other substance misuse related presentations and positive alternatives, and information and referral services to participants. For virtual prevention services, **Brownsville Independent School District** will facilitate access for students to utilize computer/tablet equipment and broadband services.
4. **Brownsville Independent School District** understands this agreement to be inclusive of the following YP program services:
 - All evidence-based program curriculum services are implemented once per week for a minimum of 90 minutes per session with a group size of 12-28 students, contingent on program requirements.
 - Dissemination of information related to alcohol, tobacco, and other substance misuse prevention, trends and resources affecting individuals, families and communities.
 - Presentations, positive alternatives activities and participation in health fairs and/or any school event providing opportunities for ATOD prevention efforts with youth, young adults and adults. **Brownsville Independent School District** understands all prevention efforts provided by BHSST Prevention Specialists are a minimum of 30 minutes in duration.
5. BHSST and **Brownsville Independent School District** will cooperate fully to ensure non-duplication of services. Cooperative efforts include:
 - **Brownsville Independent School District** agrees to collaborate only with BHSST for the implementation of any curriculum services indicated in section #2.
 - **Brownsville Independent School District** and BHSST personnel will collaborate to coordinate specific topics/focus of ATOD related education activities to be rendered by a BHSST Prevention Specialist that do not duplicate education efforts being implemented by school personnel.
6. BHSST staff will follow BHSST policies and adhere to **Brownsville Independent School District** policies and procedures when conducting services at **Brownsville Independent School District**
7. **Brownsville Independent School District** agrees to share emergency response procedures with prevention specialist to ensure BHSST personnel are informed and follow the school's protocols should an emergency arise.
8. All BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

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9. Funding for these services is provided by a grant from the Texas Health and Human Services Commission and no fees or cost will be incurred by **Brownsville Independent School District** in association with Youth Prevention program services.
10. This collaborative agreement will be in effect on September 01, 2025 through August 31, 2026. Either party may terminate without cause by giving the other party written notice of termination.

Dr. Jesus H. Chavez
Superintendent
Brownsville Independent School District


Monica H. Sanchez, LCSW-S, ACPS, PSS
Chief Executive Officer
Behavioral Health Solutions of South Texas

Date

5/16/2025

Date

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Brownsville Independent School District

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

Item Title: Behavioral Health Solutions of South
TX Youth Prevention and Brownsville
ISD MOU X Action
Information
Discussion

BACKGROUND:

The Behavioral Health Solutions of South Texas (BHSST) Youth Prevention Program and the Brownsville ISD agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, vaping and other drug abuse and behavioral health issues. BHSST goal is to educate the community with the expectation to reduce substance abuse among youth and adults. Students referred for youth prevention programs should have been identified as high risk for truancy. The Behavioral Health Solutions of South Texas will provide campus-based Youth Prevention (YP) Specialist at selected high schools and selected middle schools. Prevention Specialists will provide evidenced-based curriculum-based education, skill building activities, problem identification and referrals. School personnel will be provided with updates as appropriate.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to renew a Memorandum of Understanding between the Brownsville Independent School District and Behavioral Health Solutions of South Texas Youth Prevention Program for implementation of their educational programs for reducing alcohol and substance abuse among youth during the BISD 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.



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Memorandum of Understanding

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Our commitment to this collaboration will consist of the following:

1. BHSST will provide a campus-based Youth Prevention (YP) Specialist at selected schools.
2. The Prevention Specialist will coordinate services with the designated **Brownsville Independent School District** personnel. Services will be rendered according to the agreed upon schedule and protocol for providing Youth Prevention Selective L2B (Learning to Breathe) services.
 - a. BHSST Prevention Specialists will work with **Brownsville Independent School District** school counselors/social workers to arrange days, times, classroom, and group space for in-person prevention services and/or web-based platform for virtual prevention services.
 - b. BHSST shall ensure that all employees, subcontractors, and agents who will have direct contact with students undergo fingerprinting and background checks in compliance with Texas Education Code § 22.0834 and any applicable District policies.
 - c. For Universal Prevention Services, school personnel will provide the Prevention Specialist with access to the classrooms and rosters. For Selective Prevention Services, school personnel will provide all referrals to the Prevention Specialists. Students referred will be identified by school personnel as residing in a "colonia", at high risk of truancy, or other identified risk factors. For Indicated Prevention Services, school personnel will provide all referrals to the Prevention Specialist. Students referred will have been identified by school personnel as having experimented with ATOD or have other risk factors but do not meet criteria for a substance use disorder.
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 - f. At no time will the Prevention Specialists solicit students for the program.
 - g. **FERPA Confidentiality**
 - a. **Definition of Confidential Information**

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exposed to Confidential Information in the course of performing its obligations under this Agreement. BHSST agrees to comply with all applicable FERPA regulations and any relevant state laws regarding the protection, use, and disclosure of such Confidential Information.

c. **Permitted Use and Disclosure**

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g. **Survival**

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4. **Brownsville Independent School District** understands this agreement to be inclusive of the following YP program services:
 - All evidence-based program curriculum services are implemented twice per week for a minimum of 30 minutes per session with a group size of 12-28 students, contingent on program requirements.
 - Dissemination of information related to alcohol, tobacco, and other drug use prevention, trends and resources affecting individuals, families and communities.
 - Presentations, positive alternatives activities and participation in health fairs and/or any school event providing opportunities for ATOD prevention efforts with youth, young adults and adults. **Brownsville Independent School District** understands all prevention efforts provided by BHSST Prevention Specialists are a minimum of 30 minutes in duration.
5. BHSST and **Brownsville Independent School District** will cooperate fully to ensure non-duplication of services. Cooperative efforts include:
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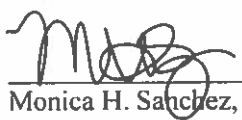
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Dr. Jesus H. Chavez
Superintendent
Brownsville Independent School District

9.3.24

Date



Monica H. Sanchez, LCSW-S, ACPS, PSS
Chief Executive Officer
Behavioral Health Solutions of South Texas

8/20/2024

Date

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