



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 11/02/2026

Item Title: Memorandum of Understanding X Action
with Su Clinica Familiar Inc. (Su Clinica) Information
Discussion

BACKGROUND:

Brownsville ISD enters into a Memorandum of Understanding with Su Clinica Familiar (Su Clinica) a non-profit organization organized under the Laws of the State of Texas. Providing comprehensive medical, dental and behavioral health services to children and their families. Su Clinica provides services at 105 E. Alton Gloor, Brownsville, Texas 78526.

Brownsville ISD may coordinate referrals to Su Clinica Familiar (Su Clinica) as per MOU attachment A. Su Clinica will abide by all federal and state laws, rules and regulations, including but not limited to HIPAA and those protecting the privacy and security of patient health information.

This MOU will be in effect for a period of (3) three years, unless either Party notifies the other Party of its intent to terminate before the end of the term. This agreement will be automatically renewed for an additional (3) three-year period term. Either Party may terminate at any time, with or without cause, by providing at least thirty (30) calendar days' prior written notice to the other Party.

FISCAL IMPLICATIONS:

No cost to the district

RECOMMENDATION:

Recommend approval to enter the Memorandum of Understanding with Su Clinica Familiar Inc., for a period of three (3) years. Su Clinica provides specialized health care services at no cost to the District.

Approved for Submission to Board of Education:

Jerri McGinnis/
Submitted by: Health Services Director

Jerri McGinnis/
Recommended by: Health Services Director

Miguel Salinas/
Reviewed by: Staff Attorney

Rose Longoria/
Approved by: Assistant Superintendent

Dr. Timothy E. Cuff
Dr. Timothy E. Cuff, Superintendent

When Necessary, Additional Background May Follow This.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SU CLINICA FAMILIAR, INC.
AND
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into this **1st day of October 2026** by and between Brownsville Independent School District (BISD) and Su Clinica Familiar (Su Clinica) a non-profit organization organized under the Laws of the State of Texas.

Whereas, the BISD is interested in the health and wellbeing of its students; and

Whereas, Su Clinica is a non-profit clinic providing comprehensive medical, dental and behavioral health services to children and their families,

Now therefore, in consideration of mutual interests, the parties agree to cooperate in a health service referral system as follows:

The Brownsville Independent School District:

- May coordinate referrals to Su Clinica as outlined in Attachments A and B.
- Will, at all times, abide by all applicable federal and state laws, rules and regulations, including, but not limited to, HIPAA and those protecting the privacy and security of patient health information.

To the extent capacity allows, Su Clinica agrees to:

- Accept appropriate direct medical, dental or behavioral health referrals from BISD for Su Clinica registered patients,
- Accept appropriate direct medical, dental and behavioral health referrals for students who do not have a Primary Care Provider (PCP),
- Accept appropriate direct referrals for students whose parents or guardians are interested in registering their child for PCP services,
- Accept direct Behavioral Health referrals from the student's school regardless of their primary care provider in the community.
- Provide a direct school referral response with documented date that referral was completed, and
- Abide by all applicable federal and state laws, rules and regulations, including, but not limited to, HIPAA and those protecting the privacy and security of patient health information.

Indemnification:

To the extent authorized by the Constitution and the laws of the state of Texas, each party agrees to indemnify and hold harmless the other party, its affiliates, and their respective directors, officers, employees, and agents for the portion of any loss, liability, damage, expense, claim, lawsuit, settlement, injury, damage, interest charge, and other cost or obligation, including reasonable attorney fees and court costs, which was caused by the indemnifying party's (a.) willful

misconduct, criminal conduct, or gross negligence, or (b.) infringement or misappropriation of confidential information or intellectual property rights of the other party.

Compensation:

BISD will not be liable for any compensation to Su Clinica. The parties agree that no remuneration of any kind is being offered, paid, solicited or received for referring, soliciting, or securing any patients or patronage for Su Clinica or any other healthcare provider under this MOU.

Terms and Termination

- This MOU will be in effect for a period of (3) three years, unless either Party notifies the other Party of its intent to terminate before the end of the term.
- If neither Party has taken action to terminate this Agreement by the end of the (3) three year period term, this Agreement will be automatically renewed for an additional (3) three year period term, upon mutual written agreement of the parties on the same terms and conditions as are then in effect.
- Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) calendar days' prior written notice to the other Party.

Su Clinica Familiar, Inc.


Signature

Print Name:

Alicia Rodriguez, MBA, FACHE

Title: Su Clinica CEO

Brownsville ISD

Signature

Print Name:

Title:

Attachment A:

Non-Emergency School Referrals to Su Clinica

Process:

Step 1. BISD Staff identifies the need to refer students for Medical, Dental, or Behavioral Health (BH) services.

Step 2. BISD advises the parent/guardian of the recommended referral and provides the appropriate Su Clinica referral information.

Step 3. Su Clinica will accept direct Behavioral Health referrals from BISD by completing the following:

- a) Provide the parent/guardian with the Su Clinica Behavioral health contact information:
 - a. **Brownsville:** (956)365-6000 ext. 32211
 - b. **Harlingen:** (956) 365-6000 ext. 12004
- b) Pediatric Behavioral Health services are available for students ages 4–17 years of age and services for adults are available 18 years of age and up.
- c) BISD staff may contact the Su Clinica Pediatric Behavioral Health direct line at **(956) 230-2627** for referral coordination or operational questions Monday-Friday, 8:00 a.m.-5:00 p.m.
 - a. School staff may also contact Amanda Valencia at 956-365-6000 ext. 12003
 - b. If there is no answer, school staff may leave a voicemail with the parent/guardian contact information.
 - c. If parent does not receive a call back in one business day, instruct parent/guardian to call clinic directly at clinic extensions mentioned above.
 - d. Inform the parent/guardian that no primary care referral is required to access Su Clinica Behavioral Health services through this referral process.
 - e. Advise the parent/guardian to provide any relevant school health records, school referral form, or other consented documentation during the student's appointment, if applicable.
 - f. **The dedicated Behavioral Health line is for school and provider coordination only and is NOT for public use.**

Step 4. If the student is not currently registered with Su Clinica and the parent/guardian wishes to establish the student as a medical patient for Primary Care services, or if the student does not have a Primary Care Provider and the family would like to establish medical care at Su Clinica, use the following protocol:

- A. BISD staff may assist the parent/guardian in obtaining a Primary Care appointment at Su Clinica through the dedicated direct pediatric line at **(956) 831-8647**.
- B. If there is no answer, BISD staff may leave a message with parent contact information.

- a. The direct line may also be used for questions or clarification regarding the scheduling process.
- b. If a parent/guardian does not receive a call back from Su Clinica, please instruct parent/guardian to call the clinic at (956) 365-6000 and select the appointments option on the phone menu.
- c. Advise the parent/guardian to provide any relevant school health records, school referral form, or other consented documentation during the student's appointment, if applicable.
- d. **The dedicated pediatric line is for school and medical provider coordination only and is NOT for public use.**

Step 5: Su Clinica will provide a “Return to Work/School” form with the date of service.

- a. Any health information will be delivered to school via the parent or guardian.
- b. An ROI may be completed by parent/guardian if any medical records are to be sent directly to the school or primary care provider.
- c. HIPAA rules and regulations apply at all times.



COPY

Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 10/1/24

Item Title: Memorandum of Understanding with
Su Clinica Familiar (Su Clinica) X Action
Information
Discussion

BACKGROUND:

Brownsville ISD enters into a Memorandum of Understanding with Su Clinica Familiar (Su Clinica) a non-profit organization organized under the Laws of the State of Texas. Providing comprehensive medical, dental and behavioral health services to children and their families. Su Clinica provides services at 105 E. Alton Gloor, Brownsville, Texas 78526.

Brownsville ISD may coordinate referrals to Su Clinica Familiar (Su Clinica) as per MOU attachments A and B. Su Clinica will abide by all federal and state laws, rules and regulations, including but not limited to HIPPA and those protecting the privacy and security of patient health.

FISCAL IMPLICATIONS:

No cost to the district.

RECOMMENDATION:

Recommend approval to enter the memorandum of understanding with Su Clinica Familiar (Su Clinica) for the 2024-2025 school year. Su Clinica provides and specialized health care services at no cost to the District.

Alonso Guerrero
Submitted by: Program Director

Alonso Guerrero
Recommended by: Program Director

Miguel Salinas
Reviewed by: Staff Attorney

Alejandro Cespedes
Approved by: Chief Officer

Approved for Submission to Board of Education:

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

When Necessary, Additional Background May Follow This.

**Referrals Memorandum of Understanding
Between the Brownsville Independent School District
And Su Clinica Familiar**

This Memorandum of Understanding (MOU) is entered into this 3rd day of September, 2024 by and between Brownsville Independent School District (BISD) and Su Clinica Familiar (Su Clinica) a non- profit organization organized under the Laws of the State of Texas.

Whereas, the BISD is interested in the health and wellbeing of its students; and

Whereas, Su Clinica is a non-profit clinic providing comprehensive medical, dental and behavioral health services to children and their families,

Now therefore, in consideration of mutual interests, the parties agree to cooperate in a health service referral system as follows:

The Brownsville Independent School District:

- May coordinate referrals to Su Clinica as outlined in Attachments A and B.
- Will, at all times, abide by all applicable federal and state laws, rules and regulations, including, but not limited to, HIPAA and those protecting the privacy and security of patient health information.

To the extent capacity allows, Su Clinica agrees to:

- Accept appropriate direct medical, dental or behavioral health referrals from BISD for Su Clinica registered patients,
- Accept appropriate direct medical, dental and behavioral health referrals for students who do not have a Primary Care Provider (PCP),
- Accept appropriate direct referrals for students whose parents or guardians are interested in registering their child for PCP services,
- Accept referrals for appropriate behavioral health services from a student's PCP,
- Provide a direct school referral response with documented date that referral was completed, and
- Abide by all applicable federal and state laws, rules and regulations, including, but not limited to, HIPAA and those protecting the privacy and security of patient health information.

Indemnification:

To the extent authorized by the Constitution and the laws of the state of Texas, each party agrees to indemnify and hold harmless the other party, its affiliates, and their respective directors, officers, employees, and agents for the portion of any loss, liability, damage, expense, claim, lawsuit, settlement, injury, damage, interest charge, and other cost or obligation, including reasonable attorney fees and court costs, which was caused by the indemnifying party's (a.)

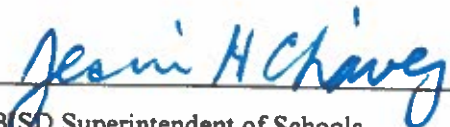
willful misconduct, criminal conduct, or gross negligence, or (b.) infringement or misappropriation of confidential information or intellectual property rights of the other party.

Compensation:

BISD will not be liable for any compensation to Su Clinica. The parties agree that no remuneration of any kind is being offered, paid, solicited or received for referring, soliciting, or securing any patients or patronage for Su Clinica or any other healthcare provider under this MOU.

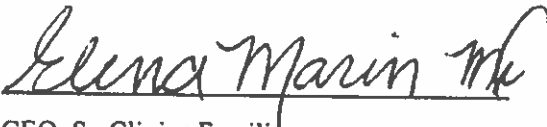
Termination:

This MOU may be terminated by either party with or without cause by providing the other party with at least (30) thirty days' advance notice.


BISD Superintendent of Schools

1900 Price Road

Brownsville, Texas 78521


CEO, Su Clinica Familiar

1706 Treasure Hills Blvd.

Harlingen, Texas 78550

Attachment A:

School Non-Emergency Referrals to Su Clinica

Process:

Step 1. School nurse evaluation of student health

Step 2. School nurse advisement for student to be seen by their PCP

Step 3. Will accept behavioral health referrals from student's PCP

Step 3A. If student is a registered Su Clinica patient or parent/guardian wishes to register child for PCP services or child does not have a PCP and would like a referral, please use the following protocol.

- a) Provide referral form to parent
- b) Nurse may assist parent in obtaining an appointment at Su Clinica through a dedicated direct line (956) 831-8647. If there is no answer, nurse may leave a message with parent contact information. The direct line can also be used for questions or clarifications the school nurse may have. **This dedicated line is not to be used or distributed for public use.** If a parent does not receive a call back from Su Clinica, please instruct parent to call the clinic at (956) 831-8338.
- c) Have a parent sign a consent form to allow school to provide the clinic updated school health records. This will ensure improved safety and quality of care for the student.
- d) Inform parent at the time of clinic visit to provide referral form and any other appropriate and consented health documents from the school.

Step 4: Su Clinica will return referral form to the BISD nurse's office with date referral was completed. Any health information will be delivered to school via the parent or guardian. HIPPA rules and regulation will apply at all times.

Attachment B:

School Nurse Triage Guidelines for Behavior Health Services

Su Clinica will not accept Behavior Health referrals that meet the requirements for emergency crisis intervention to include but not limited to:

- Actively Suicidal
- High Risk of Harm to self or others
- Schizophrenia or active symptoms of psychosis
- Impaired consciousness of currently exhibiting signs and symptoms of substance use.