

CONTRACT FOR SERVICES
MEDICAL & DENTAL
2009-03-033

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **THE CHILDREN'S DENTIST** (hereinafter "Provider") to serve at the pleasure of the Program and terminate on the 31st day of August 2010. This Contract for Services may be extended for an additional year upon mutual agreement and based on such terms as maybe negotiated by the parties and will terminating on the **31st** day of **August 2011**.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

- A. 1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.
3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s) he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s) he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

THE CHILDREN'S DENTIST
1717 E. HARRISON
HARLINGEN TX, 78550

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the

obligations or rights under this Contract to any person without the prior written consent of the Program.

- B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.
- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Agreement 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 thereof and this Agreement shall be construed as if such invalid, illegal

or unenforceable provision had never been contained herein.

- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: THE CHILDREN'S DENTIST

HIDALGO COUNTY HEAD
START PROGRAM

BY: _____
(Provider's Name)

BY: _____
J.D. Salinas, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ricardo Gonzalez
APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Stephen L. Crain
APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

Exhibit A

Description of Services-Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at his/her respective practice on the initial visit. The “**Dental Health Form**” will be shown with date of exam, signature of the Provider, referral and or treatment done.
2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
 1. A visual examination
 2. X-Rays
 3. Prophylaxis(cleaning)
 4. Nutritional Counseling
 5. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral- If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended “List of Providers” by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of “**HEAD START: Dental Health Form**” signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider’s records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
7. The Provider’s statement, which lists the child’s name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider’s name after every examination day.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child’s parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide “**HEAD START: Dental Health Form**” with child’s name and address.