



## Hidalgo County Head Start Program Policy Council Agenda

**DATE:** October 19, 2022

**SUBJECT:** Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Dentist Who Care

**RATIONALE/NEED:** The Memorandum of Understanding (MOU) is to collaborate with Dentist Who Care to give financial assistance to Hidalgo County Head Start Program children who do not have dental insurance.

**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no cost.

**RELATED INFORMATION INCLUDED:** Memorandum of Understanding

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**INITIATED BY:** Ambrosio Tovar, Procurement Director *A. Tovar*

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director

**EXECUTIVE DIRECTOR'S APPROVAL:** *[Signature]*

**Memorandum of Understanding Between  
Hidalgo County Head Start Program**

*And*

*Dentist Who Care*

**2022-2024**

The **Hidalgo County Head Start Program (HCHSP)** and the **Dentist Who Care, a non-profit organization**, agree to provide information and referrals to its clients regarding dental services as set out herein.

This Agreement provides authorization from the **HCHSP** to allow Dentists who care to provide dental care, follow-up screenings and referrals as needed at the agreed and scheduled times during the Fall or Spring semesters covering the entire school year.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Dentist Who Care** may not be amended except by a written document signed by **HCHSP and Dentist Who Care**.

**The Hidalgo County Head Start Program Agrees:**

To provide a comprehensive pre-school program, for economically disadvantage children - three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, transition services and parent involvement.

- To engage in an ongoing family partnership building and provide social services assistance when needed.
- To provide information and referrals to families regarding services of the Dentist Who Care.
- Maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR2) as well as State of Texas confidentiality rules.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.
- Follow Center for Disease Control (CDC) guidelines and HCHSP work safe plans due to Covid-19 pandemic.

**The Dentist Who Care commitment to this collaboration will consist of the following:**

1. **Dentist Who Care** will coordinate services with the designated **Hidalgo County Head Start Program** personnel. Services will be rendered according to the agreed upon schedule (Voucher Program) and a protocol for referring participants will be developed.
2. All referrals will be attained through the designated **Hidalgo County Head Start Program** representative.
3. **Dentist Who Care** and **Hidalgo County Head Start Program** will cooperate fully to make it possible for individuals to receive services, as detailed below:
  - a. Provide Application, thus easing parent's concern of how to get children to an appointment.
  - b. Provide comprehensive primary & preventive dental exams & follow-up screenings by a Dentist with written result of the exam.
  - c. Provide referral and follow-up for needed dental care
  - d. Provide certified trained technicians to assist.
  - e. Provide services to all patients regardless of their ability to pay.
  - f. Will not collect any payment for the services rendered.

- g. To assist with health fairs and conferences by providing material and/or resources.
- h. To provide information and referrals to their clients regarding services of the **HCHSP**.
- i. To help parents seek assistance in meeting their child's dental needs.
- j. To educate parents on services provided by **Dentist Who Care**.
- k. To teach parents how to advocate for their children's dental services.
- l. To provide all necessary computer and dental equipment or supplies needed to provide the service.

**Collaboration Efforts between Dentist Who Care and HCHSP:**

- A. Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- a. Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

**Insurance:**

At all times during the term of this Memorandum of Understanding (MOU), **Dentist Who Care** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **Doctors Who Care** agrees to carry insurance in the amounts shown below:

- Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than
 

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000
- Commercial General Liability Insurance with limits of not less than:
 

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Personal & Advertising Injury	\$1,000,000
- Professional Liability Insurance with limits of not less than:
 

Each Occurrence Limit	\$1,000,000
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Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

**Indemnification:**

**Doctors Who Care** will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless **Head Start** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from **Doctors Who Care** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **Doctors Who Care** employees, anyone directly employed by the **Doctors Who Care** or anyone for whose acts of the **Doctors Who Care** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

**Termination:**

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

**Term:**

The Term of this Memorandum of Understanding is for two years commencing **September 1, 2022** and ending **August 31, 2024**, unless earlier terminated as provided herein.

**Governing Law:**

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

**Consideration:**

This Agreement is being made in consideration of the following: **Dentist Who Care Agency** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Dentist Who Care** and **HCHSP** to provide the children the best services available.

*Dentist Who Care*

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*Jacqueline Flores, Executive Director*

\_\_\_\_\_  
Date

*Hidalgo County Head Start Program*

\_\_\_\_\_  
Honorable Richard Cortez, County Judge

\_\_\_\_\_  
Date


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Irma Peña, Interim Executive Director

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

Approved As To Form:  
Ricardo González, P.C.  
DBA, Oxford & González

By:   
\_\_\_\_\_  
Ricardo González

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Date Approved by Policy Council:  
Date Approved by Commissioner's Court: