

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 12, 2022

Agenda Section: Consent

Agenda Item Title: MOU between South San Antonio ISD and Brident Dental & Orthodontics

From: Ms. Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Mrs. Rebecca Herrera, Director of Early Childhood & Head Start

Description: The goals of this memorandum of Understanding (MOU)are to establish collaborative working relationships with community providers to link services and resources between Head Start ages three to five children and their families to ensure access to and preventative oral health care.

Historical Data:We have been a partnership with Brident Dental & Orthodontics since 2019-2020 school year.

Recommendation: Approve the Memo of Understanding between South San Antonio ISD and Brident Dental & Orthodontics.

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount: N/A

South San Antonio ISD Head Start 1450 Gillette Blvd. San Antonio, Texas 78224

Memorandum of Understanding

Service Provider: Brident Dental & Orthodontics 6700 S. Flores San Antonio, Texas 78221

1. PURPOSE:

The goals of this Memorandum of Understanding (MOU) are to establish collaborative working relationships with community providers to link services and resources between Head Start ages three to five children and their families to ensure access to and preventative oral health care.

2. TERM AND TERMINATION

- 2.1. <u>Term</u>: The term of this MOU is for a period of one (1) year from the Effective Date and may be extended upon the written mutual agreement of the Parties. School Beginning July 2022 through July 2023
- 2.2 <u>Termination</u>: Either Party may terminate this Agreement with thirty (30) days written notice to the other Party.

3. TARGET POPULATION:

- Head Start three to five enrolled preschool children:
- Requiring preventative oral health care
- Requiring a detailed dental exam with x-rays
- Needing dental follow-up treatment
- Referral for specialist
- Dental emergencies
- Dental Screenings

4. SCOPE OF AGREEMENT AND SERVICES TO BE PROVIDED BY PROVIDER:

- Brident Dental will render proof of insurance. A copy must be included with signed agreement.
- Dental record authorization form.
- Services may only be provided to Head Start 3-5 children that have Head Start authorization for services with SSAISD
- Dental exams with mirror and light can be administered on site for those Head Start 3-5 children that have no transportation.

5. IN KIND:

- Participate in the SSAISD Health Advisory Committee
- Participate in Give Kids a Smile events
 - o Provide services at Medicaid rates.
- Offer families discounted plans and financing options
- Provide health education training to Head Start Three to Five parents and staff.

- Provide educational health screenings to children at centers.
- Provide copy of screening outcomes to Head Start Health Manager

6. REQUIREMENTS AND OBLIGATIONS OF PARTIES

- 6.1 BRIDENT DENTAL WILL UPHOLD THE FOLLOWING STANDARDS OF CONDUCT AND DO THE FOLLOWING:
- Brident Dental will respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability.
- Brident Dental will follow program confidentiality policies (see attached) concerning information about children, families and staff members.
- No child will be left alone or unsupervised while under Brident Dental's care.
- Brident Dental must obtain parental consent prior to services being provided.
- Brident Dental will use positive methods of guidance and will not engage in corporal punishment, emotional or physical abuse, or humiliation, nor employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.

6.2 RESPONSIBILITIES OF HEAD START:

- SSAISD Head Start will be responsible for Head Start ages three to five enrolled children with DENTAL RECORD form and written authorization for services.
- Referrals must be initiated by the Health Manager, Specialist or Family Service Facilitator.
- When a child needs to be referred to another dentist, the referral must be given through the Head Start Health Manager or affiliate.
- Copy of children's dental insurance to be provided to Brident Dental.
- A Minimum of 15 children is required per campus

7. FINANCIAL

7.1. This MOU contains no exchange of funds, commitment of funds or exchange of services or products for consideration as between the Parties. Each Party shall bear its own costs and expenses incurred in the performances of its services or obligations under this MOU.

8. ADDITIONAL TERMS:

8.1 Each Party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

For South San Antonio ISD:	Name: Rebecca Herrera Address: 1450 Gillette Blvd, SA, TX 78224 Email: rebecca.herrera@southsanisd.net Number: (210) 977-7051
For Brident Dental:	Name: Tina Gutierrez Address: 6700 S. Flores Email: tmgutierrez@brident.com Number: 210-264-0085

- 8.2 <u>Notice</u>: Any notice required or permitted to be given under this MOU by one Party to the other Party shall be in writing and shall be addressed to the other Party at the address specified below. Notice shall be deemed to have been given immediately if delivered in person or upon receipt if mailed to the recipient's address specified below.
- 8.3 <u>Jurisdiction/Venue</u>: This MOU and all duties and obligations arising pursuant this Agreement shall be governed by the laws of the State of Texas.
- 8.3 <u>Entire Agreement; Amendment</u>: This MOU, including the Exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and proposals, whether oral or written. There are no promises, terms, conditions or obligations other than those contained herein. This MOU may be modified only in a writing signed by both parties.
- 8.4 <u>Independent Contractors</u>: For purposes of this MOU, the parties are independent contractors and not partners, joint venturers or otherwise affiliated and neither party has the right or authority to bind the other party in any way. Neither party hereto is an agent or legal representative of the other parties for any purpose. Neither party shall enter into any contracts in the name of, or on behalf of the other party.

Both parties understand and accept that this Memorandum of Understanding and any invoices or files associated with it are subject to any Federal, State, or Local audits

BY SIGNING BELOW, THE PARTY AGREES TO THE TERMS OUTLINED ABOVE AND CONFIRMS THAT HE/SHE IS DULY AUTHORIZED TO SIGN ON BEHALF OF THE PARTY. THE AGREEMENT SHALL BECOME BINDING AS OF THE EFFECTIVE DATE.

SOUTH SAN ANTONIO ISD WESTERN DENTAL SERVICES, INC. (BRIDENT DENTAL AND ORTHODONTICS)

By: _____

Printed Name: Henry Yzaguirre

Title: Interim Superintendent of Schools

Date:

Ву: _____

Printed Name: Edwin Rivera

Title: SVP External Engagement Community Marketing and Stategic Alliances

Date: