



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/05/25

Item Title: Su Clinica Familiar, Inc. & BISD X Action
Information
Discussion

BACKGROUND:

Su Clinica Familiar, Inc. is a community-based federally qualified health center that provides high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including case management), to medically underserved communities in southern Texas, regardless of the individual's ability to pay for such services; and is committed to supporting the academic success and overall well-being of its students by addressing barriers to learning, including health needs.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Su Clinica Familiar, Inc. and Brownsville ISD, Su Clinica will operate a mobile unit, the Ronald McDonald Care Mobile (RMCM) which will provide dental services to children served by Brownsville ISD. The MOU will be in effect for 2025-2026, the Memorandum shall automatically renew an additional year for the 2026-2027. Memorandum may terminate at any time with or without cause, by providing at least thirty calendar days prior written notice to the other Party. At no cost to the District.

Approved for Submission to Board of Education:

[Signature]
Submitted by: Principal/Program Director

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

[Signature]
Reviewed by: Staff Attorney

[Signature]
Approved by: Chief Officer

[Signature]
Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Thursday, June 12, 2025 3:38 PM
To: Roxanne Eckstein
Cc: Miguel Salinas; Minerva Almanza; Lea Ohrstrom
Subject: Re: MOU Su Clinica Familiar Inc and BISD

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.

Good afternoon,

The above referenced agreement is approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Thursday, June 12, 2025 12:07 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 <malmazan1@bisd.us>
Subject: MOU Su Clinica Familiar Inc and BISD

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**

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

This Memorandum of Understanding ("MOU" or "Agreement") is made effective **8/5/2025** and hereby entered by and between Su Clinica Familiar, Inc., a Texas not-for-profit corporation (hereinafter referred to as "Su Clinica") and Brownsville Independent School District, a public school district established under the laws of the State of Texas, (hereinafter referred to as "BISD") (individually a "Party"; collectively the "Parties").

WHEREAS, Su Clinica is a community-based federally qualified health center ("FQHC") that provides high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including case management), to medically underserved communities in southern Texas, regardless of the individual's ability to pay for such services; and

WHEREAS, BISD is committed to supporting the academic success and overall well-being of its students by addressing barriers to learning, including health needs;

WHEREAS, Su Clinica operates a mobile unit, hereafter, the Ronald McDonald Care Mobile ("RMCM") through which it can provide dental services to residents of its service area, and promote the availability and utilization of primary care, case management, and other services designed to promote a healthier population; and

WHEREAS, the Parties desire to collaborate by having the RMCM come to BISD program facilities so the children served by BISD can have access to the dental services provided by Su Clinica through the RMCM in accordance with the mutual understandings and terms set forth in this MOU;

NOW, THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Su Clinica Provision of Dental Services at BISD Locations

- A. Su Clinica agrees to make available the scope of dental services it currently provides through the RMCM to the children served by BISD programs at its facilities in Cameron County, including initial dental screenings, dental exams, x-rays, fluoride treatments, sealants, cleanings, and prophylaxis as well as general pediatric dental education (collectively, the "Dental Services"). The Parties will establish a mutually acceptable schedule for the provision of Dental Services via the RMCM at the BISD facilities. If a Su Clinica provider determines that a patient requires a dental service that is not available at the RMCM, the provider shall make all reasonable efforts to refer the patient to another Su Clinica location (or other appropriate provider) to render

such follow-up care. Consistent with its mission and FQHC status, Su Clinica will provide the Dental Services regardless of a family's inability to pay.

- B. BISD agrees to provide and/or arrange (at no cost to Su Clinica) for the following at its BISD facilities:
- i. Sufficient space to park the RMCM that also has reasonable access to electrical power (including a shore power plug);
 - ii. Su Clinica staff access to the internet via the RMCM;
 - iii. A reception area inside the facility that is suitable as a waiting room for patients waiting to be served via the RMCM; and
 - iv. Access to bathroom facilities for RMCM staff and patients.
- C. All children who receive Dental Services via the RMCM shall be registered as Su Clinica patients, and Su Clinica shall request information from such children's parents/guardians as may be necessary for Su Clinica to complete such registration process and to satisfy applicable reporting obligations.
- D. Su Clinica shall directly bill families and third-party payors (including Medicaid or commercial payers) for the Dental Services it renders through the RMCM, in accordance with Su Clinica's fee schedule, and shall provide fee discounts, as applicable, in accordance with Su Clinica's Sliding Fee Discount Program. It is expressly understood by the Parties that BISD shall, in no event, be liable for any charges for services rendered by Su Clinica via the RMCM, regardless of whether or not payment is made by child's parents/guardians or third-party payor.
- E. The ownership and management of dental records, test results and supporting documents prepared in connection with Su Clinica's delivery of Dental Services via the RMCM will rest exclusively in Su Clinica. Su Clinica agrees that copies of such health records will be released to a patient, parent or legal guardian, as applicable, pursuant to a valid consent to release information or to a third-party as provided by applicable federal or state law. The Parties expressly agree that such health records will not be released to BISD nor will BISD have access to any of the contents of such records unless a signed release of information is enacted by the appropriate consenting signatory and such health records will not be considered "educational records" as such term is defined in FERPA. This section will survive termination of this MOU.
- F. Su Clinica represents and warrants that Su Clinica and its RMCM staff maintain the requisite qualifications, licensure, and expertise to render the Dental Services via the RMCM.
- G. Su Clinica shall ensure that the RMCM is operated in a manner that is compliant with all applicable federal and Texas regulations regarding mobile dental care facilities. Su Clinica shall arrange for hazardous/biological waste disposal for the RMCM in compliance with federal and Texas laws.

H. Su Clinica shall ensure that RMCM staff treat all individuals in a nondiscriminatory manner, consistent with applicable federal and Texas law.

2. Registration and Consent

A. BISD staff shall cooperate with Su Clinica staff to distribute:

- i. Written information to parents/guardians about the Dental Services offered by Su Clinica via the RMCM, its schedule at BISD locations, and relevant Su Clinica contact information;
- ii. Relevant Su Clinica registration, informed consent for treatment, and Su Clinica privacy practice information required for an individual to receive the Dental Services.

B. It is agreed that Su Clinica will provide to BISD the aforementioned forms and documents related to the Dental Services and the Parties will cooperate to coordinate the ongoing dissemination of this information reasonably in advance of the scheduled arrival of the RMCM to a particular BISD location.

C. The Parties agree to make all reasonable efforts to have consent forms completed by parents/guardians desiring that Dental Services be provided to their child prior to the arrival of the RMCM at a particular BISD location. Su Clinica shall not provide Dental Services via RMCM to any child without the prior written consent of the child's parent or legal guardian, unless such services are rendered in accordance with applicable Texas minor consent laws, which Su Clinica is legally required to follow.

D. BISD and Su Clinica will make all reasonable efforts to obtain parental consent/authorization allowing BISD staff to: (i) chaperone a child while receiving Dental Services; and (ii) allow BISD limited access to a child's personal health information ("PHI") as necessary to facilitate the provision of Dental Services. Su Clinica will provide to BISD the appropriate consent/authorizations forms for this purpose.

3. Terms and Termination. This MOU will be in effect for a period of one (1) year, unless either Party notifies the other Party of its intent to terminate. If neither Party has taken action to terminate this Agreement by the end of the one (1) year period, this Agreement shall automatically renew for additional one (1) year periods, 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.

4. Responding to Emergencies. In the case of a health emergency occurring during the provision of Dental Services at a BISD location, the Parties agree that Su Clinica shall not be responsible for providing first aid and is not the first line of response. Notwithstanding the above, if a Su Clinica provider is providing or undertaking to provide Dental Services

to a Su Clinica patient and such provider is then asked to, or undertakes, to temporarily treat or assist in treating an individual's health emergency situation at or near that location, this provision of individual emergency treatment (when the provider is already providing or undertaking to provide Dental Services), is a condition of employment at Su Clinica.

5. Patient Privacy.

- A. Each Party agrees that it will comply in all material respects with all federal and Texas laws, regulations, rules or orders applicable to the privacy and security of patient health information, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104- 191 - "HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively, the "Privacy Laws"). Furthermore, the Parties shall promptly amend the MOU to conform with any new or revised laws, regulations, rules or orders to which the Parties are subject now or in the future in order to ensure that the Parties are at all times in conformance with all Privacy Laws. Each Party agrees to use appropriate safeguards to prevent the use or disclosure of personal health information that is inconsistent with the Privacy Laws.
- B. BISD will not use or disclose students' health status information maintained in educational records in a manner that would violate the requirements of FERPA, as applicable.

6. Miscellaneous

- A. Relationship of the Parties. In entering into this MOU, the Parties acknowledge that Su Clinica is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture or general or limited partnership relationship among the Parties.
- B. Notices. Any notices to be sent pursuant to this MOU shall be sent to the parties at the addresses below unless a party notifies the other, in writing, of a change in address:

Su Clinica Familiar
c/o Elena Marin, CEO
1706 Treasure Hills Boulevard
Harlingen, TX 78550
(956) 365-6750
Elena.Marin@suclinica.org
CC: Veronica.Calleja@suclinica.org

BISD
c/o Diana Clough
708 Palm Boulevard
Brownsville, TX 78520
(956) 698-0147
clough@bisd.us

- C. Force Majeure. The Parties to this MOU shall be excused from any performance required hereunder if such performance is rendered impossible or delayed due to any catastrophe or other major event beyond their control, including, without limitation,

war, riot, insurrection, strikes, lock-outs, serious labor disputes, floods, fires, explosions, hurricanes or other natural disasters.

- D. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas.
- E. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- F. Entire Agreement/Amendment. This MOU represents the entire agreement between the BISD and Su Clinica and supersedes all prior negotiations, representations or agreements, whether written or oral. Any amendment to this MOU shall be in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

Su Clinica Familiar, Inc.

Brownsville Independent School District

By: _____

By: _____

Name: Dr. Elena Marin, M.D.

Name: Jesus Chavez, M.D.

Title: Chief Executive Officer

Title: BISD Superintendent of Schools

Date: _____

Date: _____