MH/vv
12/17/15
Item #26

AN ORDINANCE 2015-12-17-1074

AUTHORIZING AGREEMENTS WITH FAMILY SERVICES ASSOCIATION AND PARENT/CHILD INCORPORATED FOR TERMS ENDING JUNE 30, 2016 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PROVIDE ORAL HEALTH SERVICES TO EARLY HEAD START ENROLLEES WITH OPTIONS TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS FOR A CUMULATIVE AMOUNT, INCLUSIVE OF RENEWALS, OF UP TO $27,500.00 AND AN IN-KIND MATCH REQUIREMENT IN SERVICES TOTALING $5,600.00.

* * * * *

WHEREAS, the Head Start Program provides center based educational and family strengthening services to eligible children and their families; and

WHEREAS, currently, Head Start services are available to children ages 3 and 4 years of age as well as some 5 year olds in nine school districts throughout the City; and

WHEREAS, the San Antonio Metropolitan Health District's (Metro Health) Dental Division is currently contracted to provide dental services to 6,750 children; and

WHEREAS, the Early Head Start Program provides the same services to children 6 months of age to age 3 whereby they then transition into Head Start; and

WHEREAS, in both programs, each enrollee is provided with an on-site limited oral health evaluation performed by a dentist; and

WHEREAS, in addition, Metro Health's dental staff provides case management services for all children identified with "urgent" dental needs; and

WHEREAS, as needed, additional program supports are provided to ensure that all children with unmet dental needs are connected to a dental home in the community; and

WHEREAS, through collaboration with the University of Texas Health Science Center at San Antonio, School of Dentistry, Department of Developmental Dentistry, Metro Health facilitates care for Head Start/Early Head Start children who require immediate care and are uninsured or underinsured; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District (Metro Health) or his designee is authorized to execute agreements with the Family Services Association and Parent/Child Incorporated for terms ending June 30, 2016 for the San Antonio Metropolitan Health District to provide oral health services to Early Head Start enrollees

with options to renew for two additional one-year terms for a cumulative amount, inclusive of renewals, of up to $27,500.00. An in-kind match of up to $5,600.00 is hereby authorized. A copy of the agreements in substantially final form are attached hereto and incorporated herein for all purposes as **Attachments I and II.**

SECTION 2. Funds generated by this ordinance will be deposited into Fund 29836000, Internal Order to be created and General Ledger 4502280.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 17th day of December, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young
for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**26 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16A, 16B, 16C, 18, 19, 20, 21, 22, 23, 24, 25, 26)**
Date:	12/17/2015
Time:	10:36:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing agreements with Family Services Association and Parent/ Child Incorporated for terms ending June 30, 2016 for the San Antonio Metropolitan Health District to provide oral health services to Early Head Start enrollees with options to renew for two additional one-year terms for a cumulative amount, inclusive of renewals, of up to $27,500.00 and an in-kind match requirement in services totaling $5,600.00. [Erik Walsh, Deputy City Manager; Dr. Vincent R. Nathan, Interim Director of Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				x

Attachment I

STATE OF TEXAS	§	**CONTRACTUAL DENTAL SERVICES AGREEMENT**
	§	
COUNTY OF BEXAR	§	

This AGREEMENT is entered into by and between the City of San Antonio (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District (hereinafter referred to as SAMHD), pursuant to Ordinance No. _____ passed and approved on _____, 2015, and Family Service Association of San Antonio, Inc., (hereinafter referred to as "FAMILY SERVICE").

I. STATEMENT OF PURPOSE

1.1 FAMILY SERVICE provides services in connection with the Early Head Start Program.

1.2 Early Head Start is a federally-funded program whereby FAMILY SERVICE provides day care, education, child development, nutrition and social services, health and disability assessment and parent involvement, both on a full and part-time basis.

1.3 The City, through the SAMHD, will provide dental services including dental screenings for children enrolled in the various programs described above (referred to hereinafter as "FAMILY SERVICE enrollees"). These screenings are required by federal guidelines for such day care and child development service programs. These assessments are necessary to ensure that the children evaluated are channeled into an appropriate health care resource to resolve any health complications found in the assessment. Families utilizing the programs and services described above do not have the financial resources to obtain such health evaluation services through the private medical community.

II. PERFORMANCE BY CITY

City agrees:

2.1 The City, through the SAMHD, will provide each participating child with an on-site limited oral health assessment performed by a dentist, which will be conducted within 90 calendar days of the initial start up of the Early Head Start program school year.

2.2 The SAMHD dental staff will provide case management services and referral services for all children identified with "urgent" dental needs (Class I cases), special circumstances that make dental access more difficult, and those with inadequate funding sources.

2.3 The SAMHD will provide oral health education and training for the FAMILY SERVICE Early Head Start Program staff including: Teachers, Center Directors, Family Service Workers, and Health Coordinators.

2.4 As needed, staff will provide additional support to program staff to ensure that all children with unmet dental needs are connected to a dental home in the community.

2.5 Through leverage of Title V Child Dental Health Services funding and collaborative agreements with the UT Health Science Center Department of Developmental Dentistry, the SAMHD will facilitate care for Early Head Start children who are uninsured or underinsured for necessary dental treatment. The SAMHD will provide all required documentation to the UT Health Science Center Dental School to ensure enrolled children have access to designated services.

2.6 The SAMHD will provide FAMILY SERVICE Early Head Start Center Directors and Family Service Workers with an Oral Health Training Manual, outlining all oral health performance standards, internal policies and protocols, and Oral Health Program forms.

2.7 To complete a Dental Evaluation Form attached hereto and incorporated herein for all purposes as Attachment I for each participating child.

2.8 To provide written referral and/or correspondence to the enrollee's parent explaining findings of the dental evaluation. This document of the child's oral health status, along with contact information for the SAMHD dental staff, will be given to the appropriate staff to be forwarded to parents/care giver.

2.9 To comply with any and all other conditions, covenants, provisions and/or requirements contained herein requiring performance by SAMHD.

2.10 The SAMHD will make best efforts to provide each participating enrollee with parental consent, two on-site dental evaluations and fluoride varnish applications during the school year.

2.12 The SAMHD will provide data entry for all dental evaluations and records related to services provided and case management for those children that need immediate care.

III. PERFORMANCE BY FAMILY SERVICE

FAMILY SERVICE agrees:

3.1 To coordinate with SAMHD to ensure children enrolled in the program receive dental services.

3.2 To conduct basic administrative functions to support program services and objectives including but not limited to providing the following patient information: name, home address, home telephone number, and parent's work number medical history, and Medicaid/CHIP number.

3.3. Providing monthly reports on status of follow-up of referrals and allowing regular audits of dental charts as determined to be necessary by the SAMHD to verify that follow-ups were performed.

3.4. To defer to the dentist for determination of the appropriate timeframe for follow-up care as indicated in the referral information.

3.5. To obtain required consent forms for program participation including, but not limited to, the General Consent and Disclosure and Consent for Dental Services consent for dental evaluation and care from the parent or legal guardian of enrollees, enabling the SAMHD to administer the dental services required, and to have these forms present at the time of the exam or treatment.

3.6. To obtain from each enrollee's parent or legal guardian pertinent documentation of the child's medical history, including a history of all past and current illness, current medications and any allergies to food, drugs or latex prior to the time services are rendered by the SAMHD.

3.7. To certify that all costs herein provided for reimbursement to the SAMHD are allowable costs under the grant guidelines.

3.8. To pay for services rendered by the City within 30 calendar days of receiving a valid and approved Request for Payment.

3.9 To designate a FAMILY SERVICE staff member to schedule and coordinate on-site clinics in all Early Head Start Centers.

3.10 To notify SAMHD staff at least 48 hours in advance of any cancellations or changes in scheduling.

3.11 To provide adequate staff, as outlined by the Texas Department of Family and Protective Services (TDFPS) guidelines for adult-to-child ratio, and to provide one staff person per clinic to supervise children during delivery of care.

IV. TERM

4.1 This contract shall commence on November 1, 2015, and shall terminate June 30, 2016 unless extension or earlier termination shall occur pursuant to the terms of this contract. This Agreement may be renewed by mutual consent of the parties for up to two successive, one year terms. Any renewals shall be in writing, and signed by the parties. The City Manager, her designee, or the Director of SAMHD shall have authority to execute renewals on behalf of the City without further City Council action.

V. LOCATION

5.1 Services to be provided under this agreement will be provided at the appropriate FAMILY SERVICE Early Head Start Centers or SAMHD Clinic facility as agreed upon by mutual consent of the City and FAMILY SERVICE. The type of services to be provided by SAMHD shall dictate at which location said services are to be administered.

5.2 In the event that a FAMILY SERVICE enrollee needs to be transported to a specific location to receive a certain service, FAMILY SERVICE shall arrange for said transportation.

VI. BILLING

6.1 FAMILY SERVICE agrees that it will pay up to an amount of ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100THS ($1,500.00) to City for services provided under this agreement.

6.2 The City will bill FAMILY SERVICE on a monthly basis for expenses incurred.

6.3 The City will provide in-kind services in an amount up to $300.00 for the period of this agreement.

6.4 FAMILY SERVICE shall remain liable for the payment of services rendered under this agreement until all such payments are made and received by City. FAMILY SERVICE's liability is not reduced or diminished by any amount by a third party's failure to pay for services rendered hereunder.

VII. COMPLIANCE

7.1 City and FAMILY SERVICE agree to comply with all federal and state laws regarding nondiscrimination in the execution of this agreement. In accordance therewith, City and FAMILY SERVICE shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, gender, age, handicap or political affiliation.

VIII. AMENDMENT

8.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and FAMILY SERVICE and evidenced by passage of a subsequent City ordinance as to City's approval; provided, however, during the term of the Agreement and subject to funding availability, the Director of SAMHD shall have authority to execute an amendment to this Agreement without further action by the San Antonio City Council to 1) increase the amount of funding under this Agreement to an amount no greater $2,000.00 during a renewal term and 2) increase the in-kind amount provided by the City to an amount no greater than $400.00 during a renewal term.

IX. ASSIGNING INTEREST

9.1 Both parties shall not transfer or assign any interest in this agreement without the prior written consent of the other party and approval by the San Antonio City Council by means of an ordinance.

X. INDEMNITY

10.1 **FAMILY SERVICE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to FAMILY SERVICE's activities under this Agreement, including any acts or omissions of FAMILY SERVICE, any agent, officer, director, representative, employee, consultant or subcontractor of FAMILY SERVICE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT FAMILY SERVICE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. FAMILY SERVICE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or FAMILY SERVICE known to FAMILY SERVICE related to or arising out of FAMILY SERVICE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at FAMILY SERVICE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving FAMILY SERVICE of any of its obligations under this paragraph.

10.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by FAMILY SERVICE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. FAMILY SERVICE shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If FAMILY SERVICE fails to retain Counsel within such

time period, City shall have the right to retain defense counsel on its own behalf, and FAMILY SERVICE shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of FAMILY SERVICE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for FAMILY SERVICE or any subcontractor under worker's compensation or other employee benefit acts.

XI. RELATIONSHIP OF THE PARTIES

11.1 City and FAMILY SERVICE mutually agree that FAMILY SERVICE acts in the capacity as an independent contractor and that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.

11.2 City and FAMILY SERVICE understand and agree that neither party to this agreement has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XII. TERMINATION

12.1 City and FAMILY SERVICE understand and mutually agree that this agreement may be terminated by either party upon giving thirty (30) days' written notice, by certified mail, to the other party. Notice is said to be given when the written notice is received by the other party. The parties agree that the failure to secure adequate funding by FAMILY SERVICE to meet the obligations set out within this agreement shall be grounds for immediate termination of this agreement by the City.

12.2 Termination of this agreement for any cause shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

XIII. INSURANCE

13.1 A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the San Antonio Metropolitan Health District, which shall be clearly labeled "*Early Head Start Dental Services*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Risk Manager and the San Antonio Metropolitan Health District. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based

upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: San Antonio Metropolitan Health District
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and

activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

XIV. ACCESS TO RECORDS

14.1 Subject to federal, state and local laws, FAMILY SERVICE, City or any duly authorized representative of each shall have access to any records, data or other information directly related to or generated as a result of the services provided hereunder for the purpose of conducting audits or examination.

XV. RETENTION OF RECORDS

15.1 City agrees to maintain financial records of or concerning the services provided hereunder for a period of three (3) years from the date of termination of this agreement.

15.2 City agrees to maintain health records on FAMILY SERVICE enrollees served hereunder until said person's twenty-first birthday.

XVI. CONFIDENTIAL INFORMATION

16.1 Both parties agree to maintain confidentiality of client records in accordance with all City, State, and Federal laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). City and FAMILY SERVICE will enter into a business associate agreement concerning transfer of client medical record information which is attached hereto and incorporated herein for all purposes as Attachment II.

16.2 FAMILY SERVICE shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal and State laws, regulations, and rules. This provision shall not be construed as limiting the CITY's right of access to recipient case records or other information relating to clients served under this agreement.

XVII. SUBSTANTIAL INTEREST

17.1. FAMILY SERVICE acknowledges that it is informed that Texas law prohibits contracts between City and any local public official such as a City officer or employee, and that the prohibition extends to any officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity.

17.2. FAMILY SERVICE certifies, and this agreement is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the CITY or any of its agencies, boards or commissions.

XVIII. DEBARMENT

18.1. FAMILY SERVICE certifies that FAMILY SERVICE is not debarred from entering into this agreement as defined by federal debarment guidelines.

XIX. NOTICES

19.1 For purposes of this agreement, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY

City of San Antonio
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

and

City of San Antonio
City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

FAMILY SERVICE

Family Service Association of San Antonio, Inc.
Attn: Nancy L. Hard
702 San Pedro Avenue
San Antonio, TX 78212

XX. FULL AGREEMENT

20.1 This agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

XXI. AUTHORITY

21.1 The signers of this agreement, by placing their signature below, represent and warrant that they have full authority to execute this agreement on behalf of the respective party each represents.

XXII. SEVERABILITY

22.1 In case any one or more of the provisions contained 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. The parties further agree that in lieu of each clause or provision of this agreement that is invalid, illegal, or unenforceable, there be added as a part of the agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIII. CAPTIONS

23.1 The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS THE_____ DAY OF_____, 2015 to be effective November 1, 2015.

CITY OF SANANTONIO

_____
Vincent R. Nathan, PhD, MPH
Interim Health Director
San Antonio Metropolitan Health District

_____
Date

FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.

_____
Nancy L. Hard
President/ CEO

_____
Date

APPROVED AS TO FORM:

_____
Martha G. Sepeda
Acting City Attorney

Attachment I

CITY OF SAN ANTONIO METROPOLITAN HEALTH DISTRICT

DENTAL EVALUATION AND FLUORIDE VARNISH FORM

SECTION 1: TO BE COMPLETED DURING ENROLLMENT **PLEASE PRINT INFORMATION BELOW**

General Information

Child Name: _____ Child ID: _____ Head Start Center: _____
Home Address: _____ City: _____ State: _____ Zip Code: _____
PA/FSW: Name: _____ PA/FSW Phone No.: _____
Date of Birth: _____/_____/_____ Gender: ☐Male ☐Female Teacher Name/Classroom No.: _____
Child's Race/Ethnicity: ☐Hispanic ☐Non Hispanic/White ☐Black/African American ☐Multi Racial ☐Asian ☐American Indian/Alaska Native ☐Native Hawaiian/Pacific Islander ☐Other, specify: _____

Dental History

Does your child have dental insurance? ☐Yes ☐No If yes, name of insurance: _____
Check the appropriate box if your child has: ☐CHIP ☐Medicaid If yes, please list card no.: _____
Date of last dental visit: _____ Name of dentist/dental home/clinic: _____
How often does your child visit the dentist? ☐Every 3-4 months ☐Every 6-12 months ☐Not Regularly ☐Never
Has your child ever had a cavity? ☐Yes ☐No
List any problems with your child's teeth, gums, or mouth: _____

Health History

Has your child ever had any serious health problems? ☐Yes ☐No If yes, please explain: _____
_____
Does your child have any allergies to food or medications? ☐Yes ☐No If yes, please list: _____

Consent for Participation

The information in this consent form is given so that you will be informed about the dental services your child will receive through the Head Start Oral Health Prevention Program. Services offered through the program do not take place of dental services provided through your private dentist or community clinic. San Antonio Metropolitan Health District (SAMHD) will assist families in identifying a dental home if necessary.

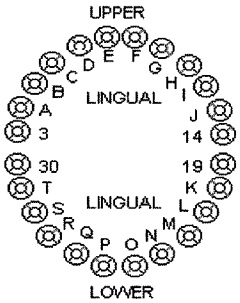
☐**Yes.** I give permission for my child to take part in the Head Start Oral Health Prevention Program, which includes a limited oral evaluation and a fluoride varnish application twice throughout the school year. I understand that a dentist from the City of San Antonio Metropolitan Health District (SAMHD) will perform a limited oral evaluation and provide me a dental referral of my child's dental status. Under the supervision of the dentist, I give permission for my child to receive an application of fluoride varnish **free of charge** provided by SAMHD. Fluoride varnish is a simple, painless dental treatment that has been proven to be effective in preventing tooth decay in children. I have been notified that my child's health information will be kept confidential and that I may review the SAMHD HIPAA policy by visiting website or may request a copy by calling 210. 207. 8841.

☐**No.** I do not want my child to take part in the Head Start Oral Health Prevention Program.

(PLEASE PRINT NAME) Parent/Guardian | _____

Parent/Guardian Signature _____ Phone **No.** _____ **Date** _____

SECTION 2: FALL DENTAL EVALUATION AND TREATMENT RECORD | THIS SECTION IS COMPLETED BY SAMHD



Fall

I certify that I have completed the services listed above

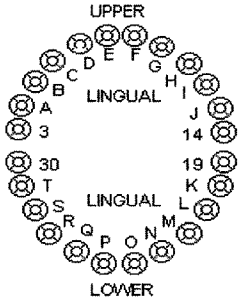
√	Services Provided	Code	Date of Service	Provider Initials
	Limited Oral Evaluation			
	Fluoride Varnish			
	Limited Oral Evaluation			
	Fluoride Varnish			

FINDINGS OF FALL EVALUATION

☐EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐CARIES EXPERIENCE | Treated or Untreated decay
☐CLASS ONE | Urgent, Needs attention immediately
☐CLASS TWO | Needs attention soon
☐CLASS THREE | No obvious signs of dental disease

ORAL HEALTH SUMMARY

☐**COMPLETE**
No treatment needed
Child has dental home
☐**NOT COMPLETE**
Treatment needed
Needs dental home



Spring

Dentist Signature: _____ **Date:** _____

SECTION 3: SPRING DENTAL EVLAUATION AND TREATMENT RECORD | THIS SECTION COMPLETED BY SAMHD

FINDINGS OF SPRING DENTAL EVALUATION

☐ Treatment appears to be completed
☐ Treatment appears to be in progress
☐ No signs that treatment has been initiated
☐ EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐ CARIES EXPERIENCE | Treated or Untreated decay

CURRENT ORAL HEALTH STATUS: ☐Class I ☐Class II ☐Class III

Progress Notes: _____
_____
_____
_____
_____

Dentist Signature: _____ **Date:** _____

CITY OF SAN ANTONIO
METROPOLITAN HEALTH DISTRICT

EVALUACIÓN DENTAL Y LA FORMA DE BARNIZ DE FLUORURO

SECCIÓN 1 (EN LETRA DE IMPRENTA) | PARA SE COMPLETADO DURANTE LA INSCRIPCIÓN

Información General

Nombre del niño: _____ Identificación del niño: _____ Head Start Center: _____
Domicilio: _____ Ciudad: _____ Estado _____ Codigo Postal: _____
PA/FSW Name_____ PA/FSW Phone No: _____
Fecha de nacimiento: _____/_____/_____ Genero: ☐ Nino ☐ Nina Maestro/Nombre de clase: _____
Etnicidad/Raza del niño (seleccione): ☐Hispano ☐No-Hispano/Anglo ☐Negro/Afroamericano
☐Indio Americano/Nativo de Alaska ☐Asiático ☐Nativo de Hawaii/Islas del Pacifico ☐Multi-racial ☐Otro, especifique: _____

Historial Dental

¿Tiene su hijo seguro dental? ☐ Si ☐ No Si tiene, nombre del seguro _____
Seleccione la opción adecuado si su hijo tiene: ☐ CHIP ☐ Medicaid Incluya número de tarjeta: _____
Fecha de su última visita al dentista _____ Nombre del dentista/Clínica: _____ Teléfono: _____
¿Que tan seguido visita su hijo al dentista? ☐ Cada 3-4 meses ☐ Cada 6-12 meses ☐ Sin regularidad ☐ Nunca
¿Alguna vez tuvo su hijo caries? ☐Si ☐No
Liste cualquier problema con los dientes, encías o boca de su hijo: _____

Historial Medico

¿Ha tenido su hijo algún problema grave de salud? ☐ Si ☐ No Si ha tenido, explique: _____
_____
¿Tiene su hijo alergia a algún alimento o medicamento? ☐ Si ☐ No Por favor liste: _____

Consentimiento para Participación

La información contenida en este formulario tiene el propósito de informarle acerca del tratamiento dental que su hijo recibirá a través del programa de salud oral Head Start. Estos servicios no reemplazan los servicios dentales proporcionados por su dentista o clínica comunitaria. Si lo necesita, el San Antonio Metropolitan Health District (SAMHD) puede ayudarle a localizar una clínica dental.

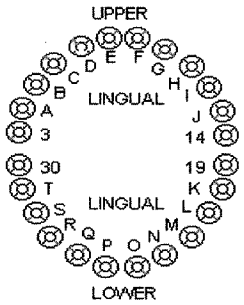
☐**Si.** Doy permiso a que mi hijo participe en el programa de Head Start Oral Prevención de la Salud, el cual incluye una evaluación dental limitada y tratamiento de barnizo de flúor dos veces por año escolar. Entiendo que un dentista de la Ciudad de San Antonio (Metropolitan Health District) llevara a cabo una evaluación dental y proporcionara una recomendación sobre el estado de salud dental de mi hijo. Doy permiso para que mi hijo reciba, bajo la supervisión de un dentista, un tratamiento de barnizo de flúor **gratuito** proporcionado por el Metropolitan Health District. El barnizo de fluor es un tratamiento dental simple y sin dolor que es efectivo para prevenir deterioro de los dientes en niños. Me han notificado que la información médica de mi hijo será mantenida en confidencia y que puedo revisar la póliza de HIPAA del Metropolitan Health District HIPAA con solo visitar la página de internet o puedo solicitar una copia llamando al 210. 207.8841.

☐**No.** No doy permiso a que mi hijo participe en el programa de Head Start Oral Prevención de la Salud

Tutor Padres (en letra de imprenta) _____

Firma del padre/tutor _____ **Teléfono** _____ **Fecha** _____

SECTION 2: EVALUATION AND TREATMENT RECORD | THIS SECTION IS COMPLETED BY SAMHD



Fall

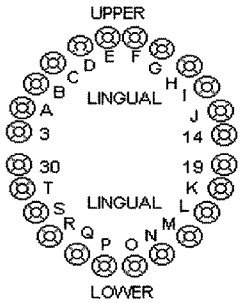
√	Services Provided	Code	Date of Service	Provider Initials
	Limited Oral Evaluation			
	Fluoride Varnish			
	Limited Oral Evaluation			
	Fluoride Varnish			

FINDINGS OF INITIAL EXAM

☐EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐CARIES EXPERIENCE | Treated or Untreated decay
☐CLASS ONE | Urgent, Needs attention immediately
☐CLASS TWO | Needs attention soon
☐CLASS THREE | No obvious signs of dental disease

ORAL HEALTH SUMMARY

☐**COMPLETE**
No treatment needed
Child has dental home
☐**NOT COMPLETE**
Treatment needed
Needs dental home



Spring

I certify that I have completed the services listed above **Dentist Signature:** _____ **Date:** _____

SECTION 3: FINDINGS OF FOLLOW-UP DENTAL ASSESSMENT | THIS SECTION COMPLETED BY SAMHD

FINDINGS OF FOLLOW UP DENTAL ASSESSMENT

☐ Treatment appears to be completed
☐ Treatment appears to be in progress
☐ No signs that treatment has been initiated
☐ EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐ CARIES EXPERIENCE | Treated or Untreated decay

CURRENT ORAL HEALTH STATUS: ☐Class I ☐Class II ☐Class III
Progress Notes: _____
_____
_____
_____
_____

Dentist Signature: _____ **Date:** _____

ATTACHMENT II

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and Family Service Association of San Antonio, Inc., a Business Associate ("BA").

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("C.F.R."), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

(1) "Disclosure" with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.

(2) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) "Parties" shall mean Covered Entity and BA.

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(8) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

B. BA Obligations and Activities. BA agrees that it shall:

(1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;

(2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of covered entity;

(3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;

(4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes of aware of;

(5) Ensure that any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;

(7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;

(8) Make available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary of the U.S. Department of Health and Human Services in determining Covered Entity's compliance with the Privacy Rule;

(9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the Business Associate may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of November 1, 2015, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

(4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.

G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

H. Survival. The respective rights and obligations of the BA under Sections B, C(2) and (4), and F(3) shall survive the termination of this Agreement.

I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.

J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.

K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

L. INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICE AGREEMENTS, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.

M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.

N. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contracts or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective November 1, 2015, by the parties' signing by and through their representatives below.

COVERED ENTITY:
By City of San Antonio

By:_____
Print Name: Vincent R. Nathan PhD, MPH
Print Title: Interim Director, San Antonio Metropolitan Health District

APPROVED AS TO FORM:

_____
City Attorney

BUSINESS ASSOCIATE:

By:_____
Print Name: Nancy L. Hard
Print Title: President/CEO

Attachment II

STATE OF TEXAS	§	**CONTRACTUAL DENTAL SERVICES AGREEMENT**
	§	
COUNTY OF BEXAR	§	

This AGREEMENT is entered into by and between the City of San Antonio (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District (hereinafter referred to as SAMHD), and Parent/Child Incorporated (PCI) of San Antonio & Bexar County, (hereinafter referred to as "PCI"), acting by and through its designated representative, Dr. Sharon Small, Chief Executive Officer, both of which may be referred to collectively as "Parties" or singularly as "Party".

I. STATEMENT OF PURPOSE

1.1. PCI is a non-profit family oriented Human Services agency formed to provide child development services for residents of San Antonio and Bexar County. The Board of Directors of the corporation is composed of residents of the community, and the Chief Executive Officer is selected to administer the services and programs of PCI.

1.2 PCI provides comprehensive services through its Early Head Start Childcare Partnership Program.

Early Head Start is a federally-funded program whereby PCI provides child care, education, child development, nutrition and social services, health and disability assessment and parent involvement, on a full-time basis. These programs are designed to serve children ages 0 to 3 years whose parents' income meets Administration for Child, Youth and Families Guidelines.

1.3 The City, through the SAMHD, will provide dental services including dental screenings for children enrolled in the various programs described above (referred to hereinafter as PCI enrollees). These screenings are required by federal guidelines for such day care and child development service programs. These assessments are necessary to ensure that the children evaluated are channeled into an appropriate health care resource to resolve any health complications found in the assessment. Families utilizing the programs and services described above do not have the financial resources to obtain such health evaluation services through the private medical community.

II. PERFORMANCE BY CITY

City agrees:

2.1 The City will provide each enrollee with an on-site limited oral health evaluations performed by a dentist, which will be conducted within 90 calendar days of the initial start up of the Early Head Start program school year.

2.2 The SAMHD dental staff will provide case management services for all children identified with "urgent" dental needs (Class I cases). As needed, staff will provide additional support to program staff to ensure that all children with unmet dental needs are connected to a dental home in the community.

2.3 Through leverage of Title V Child Dental Health funding and collaborative agreements with the UT Health Science Center Department of Developmental Dentistry, the SAMHD will facilitate care for Head Start children who are uninsured or underinsured for necessary dental treatment. The SAMHD will provide all required documentation to the UT Health Science Center Dental School to ensure enrolled children have access to designated services.

2.4 To complete a Dental Evaluation Form attached hereto and incorporated herein for all purposes as Attachment I for each participating child.

2.5 To provide written referral and/or correspondence to the enrollee's parent explaining findings of the dental evaluation. This document of the child's oral health status, along with contact information for the DEPARTMENT dental staff, will be given to the appropriate PCI staff to be forwarded to parents/care giver.

2.6 To comply with any and all other conditions, covenants, provisions and/or requirements contained herein requiring performance by SAMHD.

2.7 SAMHD will make best efforts to provide each participating enrollee with a minimum of two (2) fluoride varnish applications during the Early Head Start 2015-2016 school years.

III. PERFORMANCE BY PCI

PCI agrees:

3.1 To coordinate with SAMHD to ensure children enrolled in the program receive dental services.

3.2 To conduct basic administrative functions to support program services and objectives including but not limited to providing the following patient information: name, home address, home telephone number, and parent's work number medical history, and Medicaid/CHIP number,

3.3. Providing monthly reports on status of follow-up of referrals and allowing regular audits of dental charts as determined to be necessary by the SAMHD to verify that follow-ups were performed.

3.4. To defer to the dentist for determination of the appropriate timeframe for follow-up care as indicated in the referral information.

3.5. To obtain required consent forms for program participation including, but not limited to, the General Consent and Disclosure and Consent for Dental Services consent for dental evaluation and care from the parent or legal guardian of enrollees, enabling the dentist to administer the dental services required, and to have these forms present at the time of the evaluation or treatment.

3.6. To obtain from each enrollee's parent or legal guardian pertinent documentation of the child's medical history, including a history of all past and current illness, current medications and any allergies to food, drugs or latex prior to the time services are rendered by the SAMHD.

3.7. To certify that all costs herein provided for reimbursement to the SAMHD are allowable costs under the grant guidelines.

3.8. To pay for services rendered by the City within 30 calendar days of receiving a valid and approved Request for Payment.

3.9 To designate a PCI staff member to schedule and coordinate on-site clinics in all Early Head Start Centers.

3.10 To notify SAMHD staff at least 48 hours in advance of any cancellations or changes in scheduling.

3.11 To provide adequate staff, as outlined by the Texas Department of Family and Protective Services (TDFPS) guidelines for adult-to-child ratio, and to provide one staff person per clinic to supervise children during delivery of care.

IV. TERM

4.1 4.1 This contract shall commence on October 15, 2015, and shall terminate June 30, 2016 unless extension or earlier termination shall occur pursuant to the terms of this contract. This Agreement may be renewed by mutual consent of the parties for up to two successive, one year terms. Any renewals shall be in writing, and signed by the parties. The City Manager, her designee, or the Director of SAMHD shall have the authority to execute renewals on behalf of the City without further City Council action.

V. LOCATION

5.1 Services to be provided under this agreement will be provided at the appropriate PCI Early Head Start Centers or SAMHD Clinic facility as agreed upon by mutual consent of the City and PCI. The type of services to be provided by SAMHD shall dictate at which location said services are to be administered.

5.2 In the event that a PCI enrollee needs to be transported to a specific location to receive a certain service, PCI shall arrange for said transportation.

VI. BILLING

6.1 PCI agrees that it will pay up to an amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS ANDD NO/100THS ($7,500.00) to City for services provided under this agreement.

6.2 The City will bill PCI on a monthly basis for expenses incurred.

6.3 The City will provide in-kind services in an amount up to $1,500.00 for the period of the agreement.

6.4 PCI shall remain liable for the payment of services rendered under this agreement until all such payments are made and received by City.

VII. COMPLIANCE

7.1 City and PCI agree to comply with all federal and state laws regarding nondiscrimination in the execution of this agreement. In accordance therewith, City and PCI shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, gender, age, handicap or political affiliation.

VIII. AMENDMENT

8.1 Amendments or modifications to this agreement may be initiated by either party hereto provided a ten (10) day written notice is given to the other party. No amendment, modification or alteration of the terms of this agreement shall be binding unless same be in writing, dated subsequent to the date hereof and duly executed and mutually agreed to by the parties to this agreement.

IX. ASSIGNING INTEREST

9.1 Both parties shall not transfer or assign any interest in this agreement without the prior written consent of the other party and approval by the San Antonio City Council by means of an ordinance.

X. INDEMNITY

10.1 **PCI covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to PCI'S activities under this Agreement, including any acts or omissions of PCI, any agent, officer, director, representative, employee, consultant or subcontractor of PCI, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT PCI AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. PCI shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or PCI known to PCI related to or arising out of PCI's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at PCI's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving PCI of any of its obligations under this paragraph.

10.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by PCI in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. PCI shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If PCI fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and PCI shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of PCI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for PCI or any subcontractor under worker's compensation or other employee benefit acts.

XI. RELATIONSHIP OF THE PARTIES

11.1 City and PCI mutually agree that PCI acts in the capacity as an independent contractor and that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.

11.2 City and PCI understand and agree that neither party to this agreement has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XII. TERMINATION

12.1 City and PCI understand and mutually agree that this agreement may be terminated by either party upon giving thirty (30) days' written notice, by certified mail, to the other party. Notice is said to be given when the written notice is received by the other party.

12.2 Termination of this agreement for any cause shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

XIII. INSURANCE

13.1 A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the San Antonio Metropolitan Health District, which shall be clearly labeled "*Early Head Start Dental Services*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Risk Manager and the San Antonio Metropolitan Health District. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: San Antonio Metropolitan Health District
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

XIV. ACCESS TO RECORDS

14.1 Subject to federal, state and local laws, PCI, City or any duly authorized representative of each shall have access to any records, data or other information directly related to or generated as a result of the services provided hereunder for the purpose of conducting audits or examination.

XV. RETENTION OF RECORDS

15.1 City agrees to maintain financial records of or concerning the services provided hereunder for a period of three (3) years from the date of termination of this agreement.

15.2 City agrees to maintain health records on PCI enrollees served hereunder until said person's twenty-first birthday.

XVI. CONFIDENTIAL INFORMATION

16.1 Both parties agree to maintain confidentiality of client records in accordance with all City, State, and Federal laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). City and PCI will enter into a business associate agreement concerning transfer of client medical record information which is attached hereto and incorporated herein for all purposes as Attachment II.

16.2 PCI shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal and State laws, regulations, and rules. This provision shall not be construed as limiting the CITY's right of access to recipient case records or other information relating to clients served under this AGREEMENT.

XVII. SUBSTANTIAL INTEREST

17.1. PCI acknowledges that it is informed that Texas law prohibits contracts between City and any local public official such as a City officer or employee, and that the prohibition extends to any officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity.

17.2. PCI certifies, and this agreement is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the CITY or any of its agencies, boards or commissions.

XVIII. DEBARMENT

18.1. PCI certifies that PCI is not debarred from entering into this agreement as defined by federal debarment guidelines.

XIX. NOTICES

19.1 For purposes of this agreement, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY

City of San Antonio
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

and

City of San Antonio
City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

PCI

Parent/Child Incorporated (PCI)
of San Antonio & Bexar County
Attention: Dr. Sharon Small
1223 Brady Blvd.
San Antonio, Texas 78207

XX. FULL AGREEMENT

20.1 This agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof and duly executed by the parties.

XXI. AUTHORITY

21.1 The signers of this agreement, by placing their signature below, represent and warrant that they have full authority to execute this agreement on behalf of the respective party each represents.

XXII. SEVERABILITY

22.1 In case any one or more of the provisions contained 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. The parties further agree that in lieu of each clause or provision of this agreement that is invalid, illegal, or unenforceable, there be added as a part of the agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIII. CAPTIONS

23.1 The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW, AND SHALL BE EFFECTIVE BEGINNING ON October 15, 2015.

CITY OF SAN ANTONIO

_____
Vincent R. Nathan, PhD, MPH
Interim Director of Health
San Antonio Metropolitan Health District

_____
Date

PARENT/CHILD INCORPORATED (PCI) OF SAN ANTONIO & BEXAR COUNTY

Dr. Sharon Small
Dr. Sharon Small, M.Ed., M.A., Ph.D.
Chief Executive Officer/HS/EHS Director

11/18/2015
Date

APPROVED AS TO FORM:

_____
City Attorney

Attachment I

CITY OF SAN ANTONIO METROPOLITAN HEALTH DISTRICT

DENTAL EVALUATION AND FLUORIDE VARNISH FORM

SECTION 1: TO BE COMPLETED DURING ENROLLMENT **PLEASE PRINT INFORMATION BELOW**

General Information

Child Name: _____ Child ID: _____ Head Start Center: _____
Home Address: _____ City: _____ State: _____ Zip Code: _____
PA/FSW: Name: _____ PA/FSW Phone No.: _____
Date of Birth: _____/_____/_____ Gender: ☐Male ☐Female Teacher Name/Classroom No.: _____
Child's Race/Ethnicity: ☐Hispanic ☐Non Hispanic/White ☐Black/African American ☐Multi Racial ☐Asian ☐American Indian/Alaska Native ☐Native Hawaiian/Pacific Islander ☐Other, specify: _____

Dental History

Does your child have dental insurance? ☐Yes ☐No If yes, name of insurance: _____
Check the appropriate box if your child has: ☐CHIP ☐Medicaid If yes, please list card no.: _____
Date of last dental visit: _____ Name of dentist/dental home/clinic: _____
How often does your child visit the dentist? ☐Every 3-4 months ☐Every 6-12 months ☐Not Regularly ☐Never
Has your child ever had a cavity? ☐Yes ☐No
List any problems with your child's teeth, gums, or mouth: _____

Health History

Has your child ever had any serious health problems? ☐Yes ☐No If yes, please explain: _____

Does your child have any allergies to food or medications? ☐Yes ☐No If yes, please list: _____

Consent for Participation

The information in this consent form is given so that you will be informed about the dental services your child will receive through the Head Start Oral Health Prevention Program. Services offered through the program do not take place of dental services provided through your private dentist or community clinic. San Antonio Metropolitan Health District (SAMHD) will assist families in identifying a dental home if necessary.

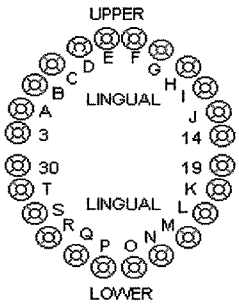
☐**Yes.** I give permission for my child to take part in the Head Start Oral Health Prevention Program, which includes a limited oral evaluation and a fluoride varnish application twice throughout the school year. I understand that a dentist from the City of San Antonio Metropolitan Health District (SAMHD) will perform a limited oral evaluation and provide me a dental referral of my child's dental status. Under the supervision of the dentist, I give permission for my child to receive an application of fluoride varnish **free of charge** provided by SAMHD. Fluoride varnish is a simple, painless dental treatment that has been proven to be effective in preventing tooth decay in children. I have been notified that my child's health information will be kept confidential and that I may review the SAMHD HIPAA policy by visiting website or may request a copy by calling 210. 207. 8841.

☐**No.** I do not want my child to take part in the Head Start Oral Health Prevention Program.

(PLEASE PRINT NAME) Parent/Guardian | _____

Parent/Guardian Signature _____ Phone **No.** _____ **Date** _____

SECTION 2: FALL DENTAL EVALUATION AND TREATMENT RECORD | THIS SECTION IS COMPLETED BY SAMHD



Fall

I certify that I have completed the services listed above

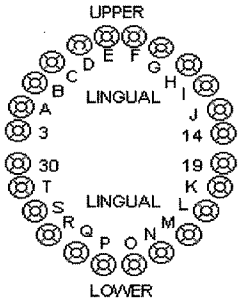
√	Services Provided	Code	Date of Service	Provider Initials
	Limited Oral Evaluation			
	Fluoride Varnish			
	Limited Oral Evaluation			
	Fluoride Varnish			

FINDINGS OF FALL EVALUATION

☐EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐CARIES EXPERIENCE | Treated or Untreated decay
☐CLASS ONE | Urgent, Needs attention immediately
☐CLASS TWO | Needs attention soon
☐CLASS THREE | No obvious signs of dental disease

ORAL HEALTH SUMMARY

☐**COMPLETE**
No treatment needed
Child has dental home
☐**NOT COMPLETE**
Treatment needed
Needs dental home



Spring

Dentist Signature: _____ **Date:** _____

SECTION 3: SPRING DENTAL EVLAUATION AND TREATMENT RECORD | THIS SECTION COMPLETED BY SAMHD

FINDINGS OF SPRING DENTAL EVALUATION

☐ Treatment appears to be completed
☐ Treatment appears to be in progress
☐ No signs that treatment has been initiated
☐ EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐ CARIES EXPERIENCE | Treated or Untreated decay

CURRENT ORAL HEALTH STATUS: ☐Class I ☐Class II ☐Class III

Progress Notes: _____

Dentist Signature: _____ **Date:** _____

CITY OF SAN ANTONIO
METROPOLITAN HEALTH DISTRICT

EVALUACIÓN DENTAL Y LA FORMA DE BARNIZ DE FLUORURO

SECCIÓN 1 (EN LETRA DE IMPRENTA) | PARA SE COMPLETADO DURANTE LA INSCRIPCIÓN

Información General

Nombre del niño: _____ Identificación del niño: _____ Head Start Center: _____
Domicilio: _____ Ciudad: _____ Estado _____ Codigo Postal: _____
PA/FSW Name_____ PA/FSW Phone No: _____
Fecha de nacimiento: _____/_____/_____ Genero: ☐ Nino ☐ Nina Maestro/Nombre de clase: _____
Etnicidad/Raza del niño (seleccione): ☐Hispano ☐No-Hispano/Anglo ☐Negro/Afroamericano
☐Indio Americano/Nativo de Alaska ☐Asiático ☐Nativo de Hawaii/Islas del Pacifico ☐Multi-racial ☐Otro, especifique: _____

Historial Dental

¿Tiene su hijo seguro dental? ☐ Si ☐ No Si tiene, nombre del seguro _____
Seleccione la opción adecuado si su hijo tiene: ☐ CHIP ☐ Medicaid Incluya número de tarjeta: _____
Fecha de su última visita al dentista _____ Nombre del dentista/Clínica: _____ Teléfono: _____
¿Que tan seguido visita su hijo al dentista? ☐ Cada 3-4 meses ☐ Cada 6-12 meses ☐ Sin regularidad ☐ Nunca
¿Alguna vez tuvo su hijo caries? ☐Si ☐No
Liste cualquier problema con los dientes, encías o boca de su hijo: _____

Historial Medico

¿Ha tenido su hijo algún problema grave de salud? ☐ Si ☐ No Si ha tenido, explique: _____
_____
¿Tiene su hijo alergia a algún alimento o medicamento? ☐ Si ☐ No Por favor liste: _____

Consentimiento para Participación

La información contenida en este formulario tiene el propósito de informarle acerca del tratamiento dental que su hijo recibirá a través del programa de salud oral Head Start. Estos servicios no reemplazan los servicios dentales proporcionados por su dentista o clínica comunitaria. Si lo necesita, el San Antonio Metropolitan Health District (SAMHD) puede ayudarle a localizar una clínica dental.

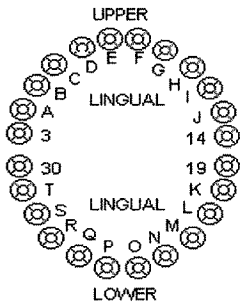
☐**Si.** Doy permiso a que mi hijo participe en el programa de Head Start Oral Prevención de la Salud, el cual incluye una evaluación dental limitada y tratamiento de barnizo de flúor dos veces por año escolar. Entiendo que un dentista de la Ciudad de San Antonio (Metropolitan Health District) llevara a cabo una evaluación dental y proporcionara una recomendación sobre el estado de salud dental de mi hijo. Doy permiso para que mi hijo reciba, bajo la supervisión de un dentista, un tratamiento de barnizo de flúor **gratuito** proporcionado por el Metropolitan Health District. El barnizo de fluor es un tratamiento dental simple y sin dolor que es efectivo para prevenir deterioro de los dientes en niños. Me han notificado que la información médica de mi hijo será mantenida en confidencia y que puedo revisar la póliza de HIPAA del Metropolitan Health District HIPAA con solo visitar la página de internet o puedo solicitar una copia llamando al 210. 207.8841.

☐**No.** No doy permiso a que mi hijo participe en el programa de Head Start Oral Prevención de la Salud

Tutor Padres (en letra de imprenta) _____

Firma del padre/tutor _____ **Teléfono** _____ **Fecha** _____

SECTION 2: EVALUATION AND TREATMENT RECORD | THIS SECTION IS COMPLETED BY SAMHD



Fall

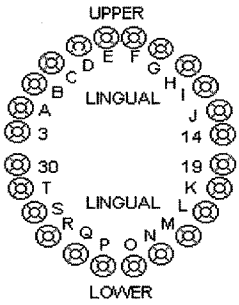
√	Services Provided	Code	Date of Service	Provider Initials
	Limited Oral Evaluation			
	Fluoride Varnish			
	Limited Oral Evaluation			
	Fluoride Varnish			

FINDINGS OF INITIAL EXAM

☐EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐CARIES EXPERIENCE | Treated or Untreated decay
☐CLASS ONE | Urgent, Needs attention immediately
☐CLASS TWO | Needs attention soon
☐CLASS THREE | No obvious signs of dental disease

ORAL HEALTH SUMMARY

☐**COMPLETE**
No treatment needed
Child has dental home
☐**NOT COMPLETE**
Treatment needed
Needs dental home



Spring

I certify that I have completed the services listed above **Dentist Signature:** _____ **Date:** _____

SECTION 3: FINDINGS OF FOLLOW-UP DENTAL ASSESSMENT | THIS SECTION COMPLETED BY SAMHD

FINDINGS OF FOLLOW UP DENTAL ASSESSMENT

☐ Treatment appears to be completed
☐ Treatment appears to be in progress
☐ No signs that treatment has been initiated
☐ EARLY CHILDHOOD CARIES | Maxillary Arch (#C – #H)
☐ CARIES EXPERIENCE | Treated or Untreated decay

CURRENT ORAL HEALTH STATUS: ☐Class I ☐Class II ☐Class III

Progress Notes: _____
_____
_____
_____
_____

Dentist Signature: _____ **Date:** _____

ATTACHMENT II

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and Parent/Child Incorporated a Business Associate ("BA").

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("C.F.R."), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

(1) "Disclosure" with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.

(2) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) "Parties" shall mean Covered Entity and BA.

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(8) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

B. BA Obligations and Activities. BA agrees that it shall:

(1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;

(2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of covered entity;

(3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;

(4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes of aware of;

(5) Ensure that any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;

(7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;

(8) Make available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary of the U.S. Department of Health and Human Services in determining Covered Entity's compliance with the Privacy Rule;

(9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the Business Associate may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of October 15, 2015, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

(4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.

G. Amendment to Comply with Law. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

H. Survival. The respective rights and obligations of the BA under Sections B, C(2) and (4), and F(3) shall survive the termination of this Agreement.

I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.

J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.

K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

L. INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICE AGREEMENTS, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.

M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.

N. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contracts or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective October 15, 2015, by the parties' signing by and through their representatives below.

COVERED ENTITY:
By City of San Antonio

By:_____
Print Name: Vincent R. Nathan PhD, MPH

Print Title: Interim Director, San Antonio Metropolitan Health District

APPROVED AS TO FORM:

_____
City Attorney

BUSINESS ASSOCIATE:

By:_____
Print Name: Dr. Sharon Small, M.Ed., M.A., PhD.
Print Title: Chief Executive Officer

ECONOMIC DEVELOPMENT

AmeriCredit Financial Services, Inc. Reinvestment Zone and Tax Abatement Agreement

December 17, 2015

City Council Items 27, 27A, 27B

Rene Dominguez, Director, Economic Development Department

BACKGROUND

- Headquartered in Fort Worth, TX, AmeriCredit Financial Services, Inc. (AmeriCredit) has been a leading provider of auto finance solutions for dealers and consumers in the U.S. since 1992.
- Acquired in 2010, AmeriCredit is a wholly owned subsidiary of General Motors, with a total global workforce of 7,500 employees and over $340M in annual sales.

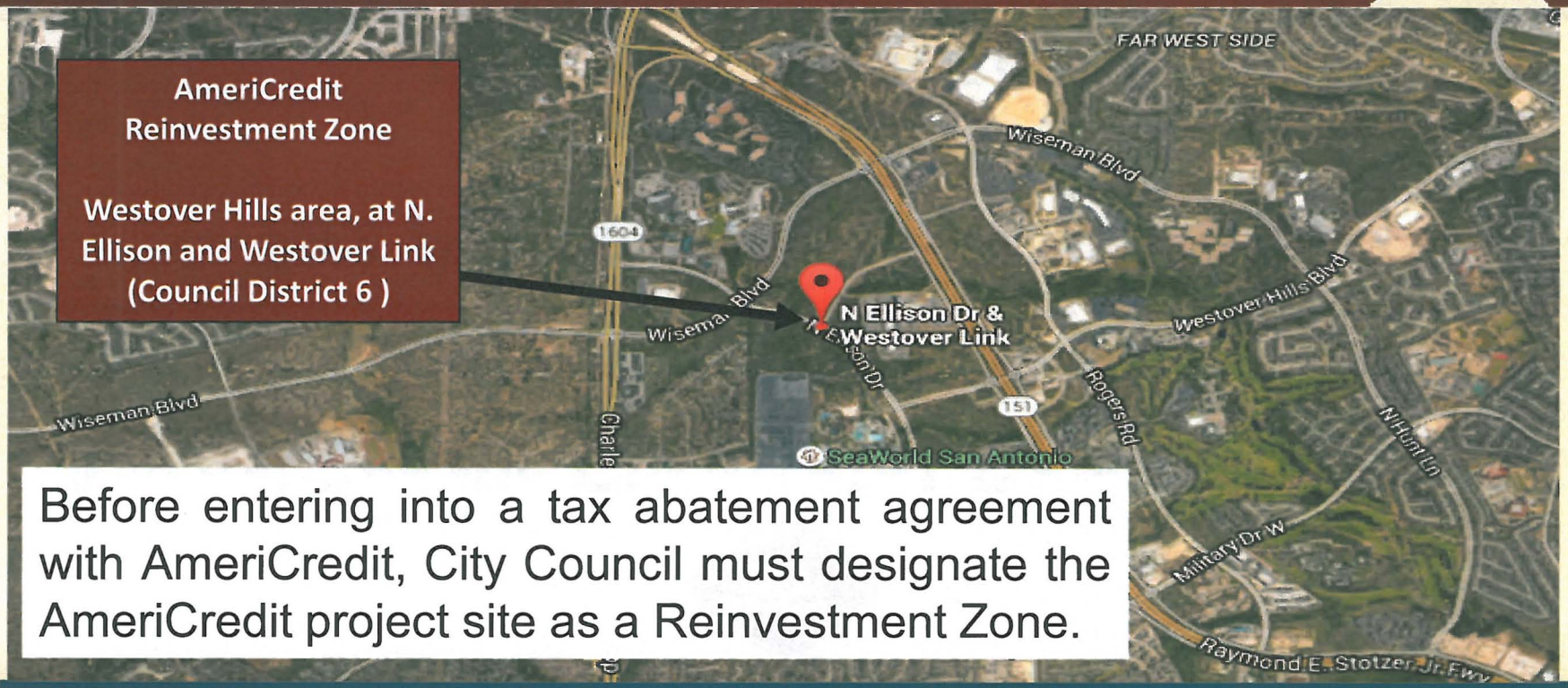
PROJECT BENEFITS

- AmeriCredit will build a 100k square foot, financial services center in the Westover Hills area at N. Ellison Dr. & Westover Link, in City Council District 6.
- The company anticipates commencing operations in January 2017, and will create 490 full-time jobs over 5 years and invest or cause to be invested $24.5M in real & personal property.
- Estimated net positive fiscal impact to the City is more than $2M over 10 years.

RECOMMENDATIONS

- A 6-year, 50% Tax Abatement Agreement on Real and Personal Property valued at approximately $339,594.
- The establishment of the AmeriCredit Reinvestment Zone at the northeast corner of N. Ellison Dr. and Westover Link in the Westover Hills area located in City Council District 6.

AMERICREDIT REINVESTMENT ZONE



Before entering into a tax abatement agreement with AmeriCredit, City Council must designate the AmeriCredit project site as a Reinvestment Zone.

ECONOMIC DEVELOPMENT

AmeriCredit Financial Services, Inc. Reinvestment Zone, Tax Abatement Agreement

December 17, 2015

City Council Items 27, 27A, 27B

Rene Dominguez, Director, Economic Development Department