

AN ORDINANCE 2008-01-17-0028

APPROVING A RENEWAL CONTRACT WITH PARENT/CHILD INCORPORATED (PCI) IN THE AMOUNT OF \$50,900.00 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO CONTINUE TO PROVIDE DENTAL SERVICES TO CHILDREN ENROLLED IN PCI PROGRAMS FOR THE PERIOD FEBRUARY 1, 2008 THROUGH JANUARY 31, 2009; AND AUTHORIZING THE RENEWAL OF A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH REGISTERED DENTAL HYGIENIST MELISSA UNDERWOOD FOR UP TO \$60,000.00.

* * * * *

WHEREAS, Parent/Child Incorporated (PCI), a nonprofit organization, is funded by Head Start to provide to low-income Bexar County families with children under age 5 a variety of services, including day care, child development, nutrition and social services, health and disability assessment, and parent involvement training; and

WHEREAS, since 1993, the San Antonio Metropolitan Health District (SAMHD) has provided fee-for-service dental screenings and clinical treatment for children enrolled in PCI programs; and

WHEREAS, families that use these services do not have the financial resources to obtain health care on their own; and

WHEREAS, additionally, the SAMHD has collaborated with the University of Texas Health Science Center at San Antonio, School of Dental Hygiene, to implement a fluoride varnish program for all PCI enrollees; and

WHEREAS, included in this ordinance is a one year renewal professional services agreement with registered dental hygienist Melissa Underwood; **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 or his designee, is authorized to execute a renewal contract with Parent/Child Incorporated (PCI) in the amount of \$50,900.00 for the San Antonio Metropolitan Health District to continue to provide dental services to children enrolled in PCI programs for the period February 1, 2008 through January 31, 2009. A copy of the contract is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Fund 2601236013 entitled "PCI Dental 08-09" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this contract. The sum of \$50,900.00 from PCI and the anticipated Medicaid and CHIP reimbursements of \$156,700.00 will be appropriated in said fund. The budget and personnel complement which are attached hereto and

incorporated herein for all purposes as Attachment II are approved and adopted for entry in the City books.

SECTION 3. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is further authorized to execute a one-year renewal professional services agreement with registered dental hygienist Melissa Underwood for up to \$60,000.00. A copy of the professional services agreement is attached hereto and incorporated herein for all purposes as Attachment III.

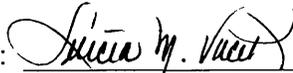
SECTION 4. The sum of \$60,000.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5201040 entitled "Fees to Professional Contractors". Payment is authorized to Melissa Underwood upon issuance of a Purchase Order.

SECTION 5. 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 6. This ordinance shall be effective on and after January 27, 2008.

PASSED AND APPROVED this 17th day of January, 2008.

ATTEST:



City Clerk


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM:



for City Attorney

| | | | | | | | |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 13 (in consent vote: 7, 9, 10, 13, 15, 16, 17) | | | | | | |
| Date: | 01/17/2008 | | | | | | |
| Time: | 11:27:46 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance approving a renewal contract with Parent/Child Incorporated (PCI) in the amount of \$50,900.00 for the San Antonio Metropolitan Health District to continue to provide dental evaluations to children enrolled in PCI programs for the period February 1, 2008 through January 31, 2009, and authorizing the renewal of a one-year professional services agreement with registered dental hygienist Melissa Underwood for up to \$60,000.00. [Frances A. Gonzalez, Assistant City Manager; Dr. Fernando A Guerra, Director, Health] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Phil Hardberger | Mayor | | x | | | | |
| Mary Alice P. Cisneros | District 1 | | x | | | | |
| Sheila D. McNeil | District 2 | | x | | | | |
| District 3 | District 3 | | x | | | | |
| Philip A. Cortez | District 4 | | x | | | | |
| Lourdes Galvan | District 5 | | x | | | | |
| Delcia Herrera | District 6 | | x | | | | |
| Justin Rodriguez | District 7 | | x | | | | |
| Diane G. Cibrian | District 8 | | x | | | | x |
| District 9 | District 9 | | x | | | | |
| John G. Clamp | District 10 | | x | | | x | |

DM



CMS or Ordinance Number: CN0040002389

TSLGRS File Code:1000-25

Document Title:

CONT - Contract with Parent/Child Incorporated to provide dental services to children enrolled in PCI programs, from 2/1/08 - 1/31/09

Commencement Date:

2/1/2008

Expiration Date:

1/31/2009

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**CONTRACTUAL DENTAL SERVICES
AGREEMENT**

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. 2008-01-17-0028 passed and approved on January 17, 2008, and Parent/Child Incorporated, (hereinafter referred to as "PCI"), acting by and through its designated representative, Sharon M. 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 community agency formed to provide community day care 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 services in connection with the Head Start Program, Early Head Start Program, and the Registered Family Day Homes Program.

Head Start and Early Head Start are federally funded programs whereby PCI 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. These programs are designed to serve children ages 0 to 5 years whose parents' income meets Administration for Child, Youth and Families Guidelines.

- 1.3 The City, through the SAMHD, will provide 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 SAMHD will provide each enrollee with an on-site dental health screening performed by a dentist as required by PCI, which will be conducted within 90 days of the initial start up of the PCI school year.
- 2.2 Enrollees who are identified at the time of screening with signs or symptoms of dental disease will be provided further evaluation and/or treatment at designated SAMHD dental clinics as determined by SAMHD, or will be provided the appropriate documentation for referral to an appropriate provider.
- 2.3 Follow-up treatment sessions will be held at designated SAMHD dental clinics. Morning sessions will begin at 9:00 a.m. and afternoon sessions will begin at 1:00 p.m. A clinic session will consist of a minimum of eight (8) enrollees per assigned dentist. In the event that an enrollee

requires more than one treatment session, SAMHD will continue to provide dental treatment under the reimbursement guidelines set forth in Section V1. Billing.

- 2.4 For each enrollee examined, to complete PCI Child Health Record: Form 5, Dental Health attached hereto and incorporated herein for all purposes as Attachment II.
- 2.5 To provide written referral or written correspondence to the enrollee's parent explaining abnormal dental findings. These forms will be given to PCI staff to be forwarded to parents.
- 2.6 To bill Medicaid, CHIP or other third-party payers, and retain proceeds for all applicable dental services provided to children who are Medicaid or CHIP recipients, or who are covered by other third-party payers.
- 2.7 To comply with any and all other conditions, covenants, provisions and/or requirements contained herein requiring performance by City.
- 2.8 To collaborate with the University of Texas Health Science Center at San Antonio, School of Allied Health Sciences Department of Dental Hygiene, and PCI for the purposes of implementing a dental health grant awarded through the Health Resources and Services Administration (HRSA) Maternal Child Health Bureau and Head Start to improve the dental health of children. SAMHD will comply with the following objectives and activities:
 - Serve as lead agent and hire a Public Health Dental Hygienist
 - Be responsible for clinical guidance and forming community networks
 - Assess PCI's current curricula for dental health
 - Assess Head Start enrollees' concept of dental health
 - Assess Head Start parents' concept of dental health
 - Assess Head Start teachers' concept of dental health
 - Review current evidence-base curricula with UTHSCSA, PCI and others as needed
 - Begin to develop curricula to be used, based on assessment, for parent messages and other media for dental health
 - Host four (4) dental health fairs within each of PCI's four (4) Quadrants
 - Assess barriers related to language, culture, family structure, transportation and other identified barriers and, engage Head Start and community providers to remove barriers
 - Provide dental examinations in conjunction with medical screening examination
 - Provide in-house dental screenings and dental screenings to Head Start enrollees
 - Arrange pediatric dentistry care for children who have signs of decay
- 2.9 In accordance with the guidelines set forth by the Oral Health Initiative Grant, SAMHD will provide each participating enrollee with two (2) fluoride varnish applications during the PCI 2008-2009 school year.

III. PERFORMANCE BY PCI

PCI agrees:

- 3.1 To refer PCI enrollees to SAMHD to receive dental services.
- 3.2 To transport PCI enrollees to the required designated location to receive dental services herein described as required by SAMHD and to honor, in so far as possible, commitments to deliver promised number of patients at the prescribed times.

- 3.3. To conduct basic administrative functions regarding PCI enrollees including but not limited to providing PCI dental charts, name, Medicaid/CHIP number, home address, home telephone number, and parent's work number at least five (5) working days prior to scheduled exam and providing monthly reports on follow-up of referrals and allowing regular audits of dental charts as determined to be necessary by SAMHD to verify that follow-ups were performed.
- 3.4. To defer to the dentist for determination of the appropriate timeframe for follow-up as indicated in the referral information.
- 3.5. To obtain the required consent form(s) including but not limited to consent for Fluoride Varnish Program participation, and consent for dental examination and care from the parent or legal guardian of PCI enrollees, enabling 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 PCI enrollee's parent or legal guardian pertinent medical history for SAMHD's use and reference at the time of exam or treatment, including record of any current medical conditions for which the child is being followed, and a record of any medications the child is currently taking prior to the time services are rendered by SAMHD.
- 3.7. To provide Medicaid, CHIP or other third-party insurance information on PCI enrollees to the SAMHD, and to make every effort to encourage enrollment of potentially eligible children to third-party funding program. For children who are not enrolled in Medicaid, CHIP, or other third-party insurance, provide social security number for identification purposes.
- 3.8. To certify that all costs herein provided for reimbursement to SAMHD are allowable costs under the grant guidelines under which PCI operates.
- 3.9. To pay for services rendered by SAMHD, on a monthly basis, in accordance with the provisions contained in Section VI.
- 3.10. To designate a staff member of PCI to coordinate appointments with SAMHD staff. PCI will notify SAMHD staff at least 48 hours in advance of any cancellations or changes in scheduling.
- 3.11. To comply with all conditions, covenants, provisions and requirements contained herein requiring performance by PCI.
- 3.12. To provide adequate staff, as outlined by the Texas Department of Family and Protective Services (TDFPS) guidelines for adult-to-child ratio for field trips, to supervise children while they are in the SAMHD clinic waiting room, and to provide one PCI staff person per screening station to supervise children in the station during the exams and/or dental clinic visits. For the safety of the children, the clinic will stop services until adequate supervision is provided.
- 3.13. PCI will provide PCI staff assistance and supplies for dental screenings at PCI facilities.

IV. TERM

- 4.1. This contract shall commence on February 1, 2008, and shall terminate January 31, 2009 unless extension or earlier termination shall occur pursuant to the terms of this contract.

V. LOCATION

- 5.1 Services to be provided under this agreement will be provided at the appropriate PCI Head Start Center 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 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 shall pay City two dollars (\$2.00) per dental screening and twenty dollars (\$20.00) per dental clinic visit performed on each PCI enrollee.
- 6.2 The City will bill PCI on a monthly basis for services provided.
- 6.3 The City will bill Medicaid, CHIP or other third-party payers and retain proceeds for all dental services performed on children who are Medicaid recipients, CHIP recipients, or who are covered by other third-party payers. The City will not bill PCI the twenty-dollar (\$20.00) dental clinic visit fee for each PCI enrollee under this agreement for which the City is able to collect from a third-party payer.
- 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. PCI's liability is not reduced or diminished by any amount by a third party's failure to pay for services rendered hereunder.
- 6.5 In order to cover the direct cost of City staff committed to these services, PCI shall pay City one hundred and sixty dollars (\$160.00) for every scheduled half-day clinic session that is cancelled with less than 48 hours notice.
- 6.6 Additionally, PCI will pay the City \$27,500.00 in quarterly payments of \$6,875.00, (April, July, October, and January) for completing objectives and activities listed in 2.8.

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 and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or 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 Contract, 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 performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.** 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 promptly advise the City in writing of any claim or demand against the City or PCI known to PCI related to or arising out of PCI's activities under this Contract 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.
- 10.2 It is the **EXPRESS INTENT** of the parties to this Contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by PCI to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. PCI further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

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 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 Prior to the commencement of any work under this Contract, PCI shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the San Antonio Metropolitan Health District, which shall be clearly labeled "PCI Contract for Dental Services" in the Description of Operations block of the Certificate. The original 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 Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title 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 Contract until such certificate and endorsements have been received and approved by the San Antonio Metropolitan Health District. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

13.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this contract 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 contract. In no instance will City allow modification whereupon City may incur increased risk.

13.3 PCI's financial integrity is of interest to the City; therefore, subject to PCI's right to maintain reasonable deductibles in such amounts as are approved by the City, PCI shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at PCI's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

| TYPE | AMOUNT |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Workers Compensation Employers' Liability | Statutory \$1,000,000/\$1,000,000/\$1,000,000 |
| 2. Commercial General (Public) Liability Insurance to include coverage for the following: a. Premises/Operations b. Personal Injury c. Contractual Liability d. Independent Contractor e. Sexual Abuse/Molestation Coverage | <u>For Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage |
| 3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles | <u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence |

13.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, 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). PCI 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. PCI 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

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

- Name the City and 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 and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days 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 written notice for nonpayment of premium.

13.6 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, PCI shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend PCI'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 contract.

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

13.8 It is agreed that PCI'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 contract.

13.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

13.10 City agrees to provide evidence of self-insurance in liability amounts required under the Texas Tort Claims Act.

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
Attention: Dr. Sharon Small
P.O. Box 830407
San Antonio, Texas 78283-0407

XX. FULL AGREEMENT

- 20.1 This agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written are merged and incorporated into this agreement, and no such oral or written understanding, agreements, promises, representations, terms or conditions not specifically set forth in this agreement shall be binding upon 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.

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 4th DAY OF February, 2008, to be effective February 1, 2008.

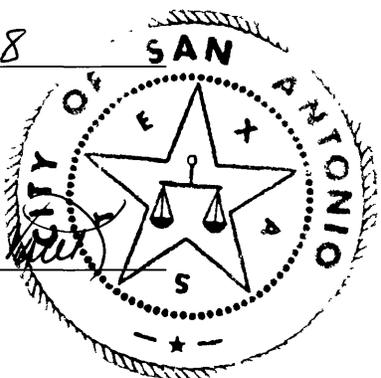
CITY OF SAN ANTONIO

Fernando A. Guerra
Fernando A. Guerra, M.D., M.P.H.
Director of Health

2/4/08
Date

ATTEST:

Leticia M. Vacek
Leticia M. Vacek
City Clerk



PARENT/CHILD INCORPORATED

Dr. Sharon Small
Dr. Sharon Small
Chief Executive Officer

12/21/07
Date

APPROVED AS TO FORM:

Michael D. Bernard
Michael D. Bernard
City Attorney

Business Associate Agreement

This Business Associate Agreement (“Agreement”) dated February 1, 2008, (the “Effective Date”), is entered into by and between the City of San Antonio (“Health Care Provider”) and Parent/Child Incorporated Business Associate”).

WHEREAS, Health Care Provider is receiving and Business Associate is providing services (“Business Arrangement”) that may require Business Associate to access health information that is protected by state and/or federal law;

WHEREAS, Business Associate and Health Care Provider desire that Business Associate obtain access to such information in accordance with the terms specified herein;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Definitions. Unless otherwise specified in this Business Associate Agreement, all capitalized terms not otherwise defined shall have the meanings established for purposes of Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time. For purposes of clarification, the following terms shall have the definitions as set forth herein below:**

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information as codified in 45 CFR Parts 160 and 164.

"Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information as codified in 45 CFR Parts 160 and 164.

"Protected Health Information" or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual, or with respect to which there is reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term in the Privacy Standards and in the Security Standards.

2. **Business Associate Obligations. Business Associate may receive from Health Care Provider health information that is protected under applicable state and/or federal law, including without limitation, Protected Health Information. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or the Security Standards if the PHI were used or disclosed by Health Care Provider in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.**
3. **Use of PHI. Business Associate may use PHI only (i) for the purpose of performing services for Health Care Provider as such services are defined in Business Arrangement, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Health Care Provider shall retain all rights in the PHI not granted herein.**
4. **Disclosure of PHI. Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law**

or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify Health Care Provider of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards or the Security Standards; and (c) obtain reasonable assurances that all disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. In addition, Business Associate may disclose PHI as required by law. If Business Associate discloses PHI received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Health Care Provider any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Health Care Provider in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.

5. Individual Rights. If Business Associate maintains a Designated Record Set on behalf of Health Care Provider, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by Health Care Provider. Business Associate shall respond to any request from Health Care Provider for access by an individual within five (5) days of such request and shall make any amendment requested by Health Care Provider within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual’s right to have access to PHI about the individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 CFR § 164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. Health Care Provider shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Health Care Provider within five (5) days of receipt of any request for access or amendment by an individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.
6. Accounting of Disclosures. Business Associate shall make available to Health Care Provider in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Health Care Provider’s request. Such accounting must be provided without cost to the individual or to Health Care Provider if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Health Care Provider and the Health Care Provider informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting shall be provided as long as Business Associate maintains PHI.

7. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this Agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and (i) the individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.
8. Records and Audit. Business Associate shall make available to Health Care Provider and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Health Care Provider for the purpose of determining Health Care Provider's compliance with the Privacy Standards and the Security Standards or any other health oversight agency, in a timely a manner designated by Health Care Provider or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Health Care Provider immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.
9. Notice of Privacy Practices. Health Care Provider shall provide to Business Associate its Notice of Privacy Practices ("Notice") when adopted and any amendments thereafter. Business Associate agrees that it will abide by the limitations of any Notice published by Health Care Provider of which it has knowledge. An amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the receipt of such Notice.
10. Confidentiality. Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement.
11. Security. Business Associate will: implement administrative, physical, and technical safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Health Care Provider; ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the information; and report any security incidents to the Health Care Provider, in accordance with the Security Standards.
12. Term and Termination.
 - 12.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this section 12, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
 - 12.2 Health Care Provider shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

12.3 **Health Care Provider, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:**

- (a) Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) days after written notice thereof has been given to Business Associate by Health Care Provider; or
- (b) A violation by Business Associate of any provision of the Privacy Standards, Security Standards, or other applicable federal or state privacy law.

12.4 **Upon the termination of the Business Arrangement, either party may terminate this Agreement by providing written notice to the other party.**

12.5 **Upon termination of this Agreement for any reason, Business Associate agrees either to return to Health Care Provider or to destroy all PHI received from Health Care Provider or otherwise through the performance of services for Health Care Provider, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for Health Care Provider to terminate the Business Arrangement.**

13. Miscellaneous.

13.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

| | |
|------------------------------------------|--------------------------------|
| HEALTH CARE PROVIDER: | BUSINESS ASSOCIATE: |
| City Clerk | Parent/Child Incorporated |
| City of San Antonio | Attention: Dr. Sharon M. Small |
| P.O. Box 839966 | Chief Executive Officer |
| San Antonio, Texas 78283-3966 | P.O. Box 830407 |
| | San Antonio, TX 78283-0407 |
| AND | (210) 475-5013 |
| | |
| City of San Antonio | |
| San Antonio Metropolitan Health District | |
| Director | |
| 332 W. Commerce, Suite 307 | |
| San Antonio, Texas 78205 | |

13.2 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.

13.3 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, Health Care Provider shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Health Care Provider, without the prior approval of Business Associate.

- 13.4 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Health Care Provider 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 Business Arrangement or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangement 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.
- 13.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.
- 13.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

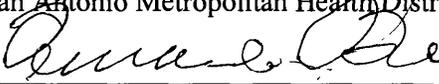
14. **Indemnification**

14.1 BUSINESS ASSOCIATE WILL INDEMNIFY, DEFEND AND HOLD HEALTH CARE PROVIDER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR SIMILAR BREACH BY RECIPIENTS ("CLAIM"). IF BUSINESS ASSOCIATE ASSUMES THE DEFENSE OF A CLAIM, HEALTH CARE PROVIDER SHALL HAVE THE RIGHT, AT ITS EXPENSE, TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM, AND BUSINESS ASSOCIATE SHALL NOT TAKE ANY FINAL ACTION WITH RESPECT TO SUCH CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF HEALTH CARE PROVIDER.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Health Care Provider:
CITY OF SAN ANTONIO on behalf of
San Antonio Metropolitan Health District

Business Associate:



Fernando A. Guerra, MD. MPH.
Director of Health



Dr. Sharon M. Small
Chief Executive Officer

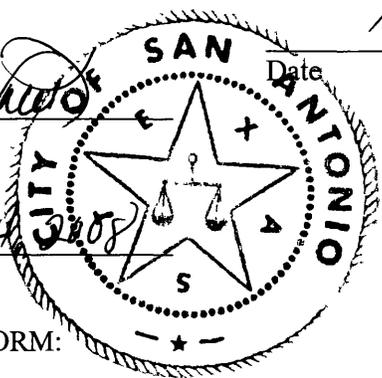
ATTEST:



Leticia M. Vacek
City Clerk

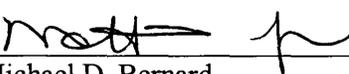


Date



12/21/07
Date

APPROVED AS TO FORM:



Michael D. Bernard
City Attorney

DM



CMS or Ordinance Number: CN4600006953

TSLGRS File Code:1000-25

Document Title:
CONT - 4600006953

Commencement Date:

2/1/2008

Expiration Date:

1/31/2009

2.4 It is expressly understood and agreed by the City and Contractor that City's obligations under this Agreement are contingent upon the actual receipt of adequate funds to meet the City's liability hereunder. Lack of funding is not and shall not be considered a breach of this Agreement. If City does not receive adequate funds to pay obligations under this Agreement, then this Agreement shall terminate and neither Contractor nor City shall have any further obligations hereunder.

III. SCOPE OF SERVICES

3.1 Under the supervision of a dentist, Contractor shall perform general dental health care services for eligible recipients of the SAMHD's dental health program; provide for safety and welfare of patients during the delivery of dental services; and provide dental health care education for clinic patients and the community, with a primary focus on, but not limited to, women and children.

3.2 Contractor's specific duties and responsibilities under the contract shall include:

- 3.2.1 Provide consultation services to Parent Child Incorporated, the local Head Start Delegate Agency, regarding the Oral Health Initiative Grant
- 3.2.2 Provide preventative and therapeutic dental care as prescribed by supervising dentist including, but not limited to: dental prophylaxis, fluoride application, sealant placement, full mouth periodontal debridement, and scaling and root planing
- 3.2.3 Expose and develop radiographs as prescribed by dentist
- 3.2.4 Conduct oral examinations and chart findings
- 3.2.5 Provide general oral health information, including oral hygiene instructions, nutritional counseling, and anticipatory guidance to patients and caregivers
- 3.2.6 Collaborate with SAMHD dental staff to develop, implement and participate in community outreach programs
- 3.2.7 Maintain high standards of care and quality control provided in a productive and courteous manner
- 3.2.8 Maintain dental treatment equipment, instruments and supplies
- 3.2.9 Assist dentist during dental treatment
- 3.2.10 Confer with patients, families, and other dental care providers
- 3.2.11 Maintain updated and accurate patient records, including information regarding dental and medical history, treatment plan
- 3.2.12 Abide by SAMHD requirements for licensing, credentialing, and the quality improvement process, including outside audits
- 3.2.13 Commit to pre-designated and approved clinical coverage by 15th day of preceding month
- 3.2.14 Arrive at the beginning of each scheduled clinic session and depart at the end of each clinic session
- 3.2.15 Invoice the City for work performed

3.3 All work performed by Contractor hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding, and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor which is not satisfactory to Director. City shall have the right to terminate this Agreement in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

3.4 Contractor and Director of Health or his designee shall engage in an annual quality assurance evaluation for the purpose of: 1) maintaining the highest standards of clinical care, appropriate for the public health program; 2) ensuring compliance with clinical licensure regulations and Medicaid guidelines and recommendations; and 3) other matters of interest raised by Contractor or Director of Health.

IV. COMPENSATION TO CONTRACTOR

4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by Director, of all services, activities, duties and responsibilities set forth in this Agreement, City agrees to pay Contractor a fee of \$30.00 per hour up to an amount not to exceed sixty thousand dollars (\$ 60,000.00) for the term of this Agreement.

4.2 City and Contractor agree that reimbursement for eligible services shall be made within thirty (30) days after the date on which City receives an invoice, with appropriate documentation as required by City, from Contractor for said services.

4.3 City and Contractor agree that the City will provide the clinical staff support and supplies necessary for Contractor to manage patient care.

4.4 City and Contractor understand and agree that all Medicaid and third Party insurances will be billed by the SAMHD for clinical services at SAMHD facilities and that all revenues received by the SAMHD for said billing shall be the property of City.

4.5 City shall not be obligated or liable under this Agreement to any Party, other than Contractor, for the payment of any monies or the provision of any goods or services.

4.6 The Contractor further agrees to accept reimbursement from the City as set forth in Article IV as payment in full for the services provided and shall seek no additional reimbursement for the services from the patient.

4.7 City agrees to pay Contractor for hours that Contractor is scheduled to work if said scheduled hours are cancelled with less than twenty-four (24) hours' notice. This subsection shall not apply if, for reasons of public necessity, for example, weather-related events, the City Manager or her designee orders all or substantially all City facilities to

close down or if the Director of the SAMHD or his designee, orders the clinic facilities to close due to said reasons.

4.8 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City other than as specified in Article 4.1 or 4.7 above.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents, dental records, or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement shall be the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.

5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents, dental records, and information, City has the right to use all such writings, documents, dental records, and information as City desires. Contractor agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA). Contractor has entered into a Business Associate Agreement with the City that is attached hereto as Attachment I and incorporated herein as a part of this Agreement for all purposes.

VI. RECORD REQUESTS

6.1 Contractor shall notify City immediately in the event Contractor receives any requests for information from a third Party, which pertain to the documentation and records referenced in Article V. Ownership of Records herein. Contractor understands and agrees that City will process and handle all such requests regarding records that are owned or possessed by the City.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Contract term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by City or by Contractor upon thirty (30) calendar days' written notice to the other Party, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance, or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Article 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement, in whole or in part, as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement.

7.4.1 Failing to perform or failing to comply with any covenant herein required

7.4.2 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Within forty-five (45) calendar days of the effective date of completion or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a waiver by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.7 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

7.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first

class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

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

If intended for Contractor, to:

Contractor: Melissa Underwood
Address: 7725 FM 1117
Seguin, Texas 78155

IX. INSURANCE REQUIREMENTS

9.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish an original completed Certificate(s) of Insurance to the City's San Antonio Metropolitan Health District, Attn: Director, and shall be clearly labeled "Public Health Dental Hygienist," which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title, and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's San Antonio Metropolitan Health District, Attn: Director, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

9.2 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, but in no instance will City allow modification whereupon City may incur increased risk.

9.3 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, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and for an amount not less than the amount listed:

Dental Malpractice Liability

\$200,000 per claim /\$600,000 aggregate; to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, 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 in Article 9.6 herein within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

9.5 Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

9.5.1 Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respect 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.

9.5.2 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

9.6 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Contractor shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Contractor knows of said change in advance, or ten (10) days' notice after the change, if the Contractor did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

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

9.7 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.

9.8 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 subcontractor's performance of the work covered under this Agreement.

9.9 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.

X. INDEMNIFICATION

10.1 Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or 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 Contractor's activities under this Agreement, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT Contractor AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF 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 INDEMNIFICATION 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.

10.3 Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee, or subcontractor.

11.2 Any attempt to transfer, pledge, or otherwise assign this Agreement without said written approval, shall be void *ab initio* and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 Contractor covenants and agrees that he or she is an independent Contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, Contractors, subcontractors and Contractors; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, Contractors, subcontractors and Contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third Party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any Agreement with the City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a Agreement with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the Agreement or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten

(10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City Agreement, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. AMENDMENTS

14.1 This agreement constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

14.2 Amendments or modifications to this agreement may be initiated by either party hereto provided a thirty (30) days written notice is given to the other party.

XV. SEVERABILITY

15.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto 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.

XVI. LICENSES/CERTIFICATIONS

16.1 Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

17.1 Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations.

XVIII. NONWAIVER OF PERFORMANCE

18.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XIV. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

19.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XX. LEGAL AUTHORITY

20.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

21.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

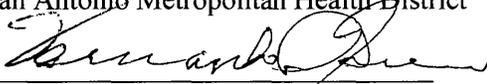
22.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. ENTIRE AGREEMENT

23.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the Parties hereto and contain 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 hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments. This Agreement shall supercede any and all prior written and oral agreements between the City and Contractor.

EXECUTED and **AGREED** to this the 17 day of December, 2007.

Health Care Provider:
CITY OF SAN ANTONIO
San Antonio Metropolitan Health District



Fernando A. Guerra, MD, MPH
Director of Health

Contractor:
MELISSA UNDERWOOD



Melissa Underwood, RDH

APPROVED AS TO FORM:



Michael D. Bernard
City Attorney

Business Associate Agreement

This Business Associate Agreement (“Agreement”) dated February 1, 2008 (the “Effective Date”), is entered into by and between the City of San Antonio (“Health Care Provider”) and Melissa Underwood (“Business Associate”).

WHEREAS, Health Care Provider is receiving and Business Associate is providing services (“Business Arrangement”) that may require Business Associate to access health information that is protected by state and/or federal law;

WHEREAS, Business Associate and Health Care Provider desire that Business Associate obtain access to such information in accordance with the terms specified herein;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. **Definitions.** Unless otherwise specified in this Business Associate Agreement, all capitalized terms not otherwise defined shall have the meanings established for purposes of Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time. For purposes of clarification, the following terms shall have the definitions as set forth herein below:

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information as codified in 45 CFR Parts 160 and 164.

"Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information as codified in 45 CFR Parts 160 and 164.

"Protected Health Information" or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual, or with respect to which there is reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term in the Privacy Standards and in the Security Standards.

2. **Business Associate Obligations.** Business Associate may receive from Health Care Provider health information that is protected under applicable state and/or federal law, including without limitation, Protected Health Information. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or the Security Standards if the PHI were used or disclosed by Health Care Provider in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

3. **Use of PHI.** Business Associate may use PHI only (i) for the purpose of performing services for Health Care Provider as such services are defined in Business Arrangement, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Health Care Provider shall retain all rights in the PHI not granted herein.

4. **Disclosure of PHI.** Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business

Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify Health Care Provider of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards or the Security Standards; and (c) obtain reasonable assurances that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. In addition, Business Associate may disclose PHI as required by law. If Business Associate discloses PHI received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Health Care Provider any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Health Care Provider in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.

5. **Individual Rights.** If Business Associate maintains a Designated Record Set on behalf of Health Care Provider, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by Health Care Provider. Business Associate shall respond to any request from Health Care Provider for access by an individual within five (5) days of such request and shall make any amendment requested by Health Care Provider within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual's right to have access to PHI about the individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 CFR § 164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. Health Care Provider shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Health Care Provider within five (5) days of receipt of any request for access or amendment by an individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

6. **Accounting of Disclosures.** Business Associate shall make available to Health Care Provider in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Health Care Provider's request. Such accounting must be provided without cost to the individual or to Health Care Provider if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Health Care Provider and the Health Care Provider informs the individual in advance of the fee, and the

individual is afforded an opportunity to withdraw or modify the request. Such accounting shall be provided as long as Business Associate maintains PHI.

7. **Withdrawal of Consent or Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and (i) the individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

8. **Records and Audit.** Business Associate shall make available to Health Care Provider and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Health Care Provider for the purpose of determining Health Care Provider's compliance with the Privacy Standards and the Security Standards or any other health oversight agency, in a timely a manner designated by Health Care Provider or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Health Care Provider immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

9. **Notice of Privacy Practices.** Health Care Provider shall provide to Business Associate its Notice of Privacy Practices ("Notice") when adopted and any amendments thereafter. Business Associate agrees that it will abide by the limitations of any Notice published by Health Care Provider of which it has knowledge. An amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the receipt of such Notice.

10. **Confidentiality.** Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement.

11. **Security.** Business Associate will: implement administrative, physical, and technical safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Health Care Provider; ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the information; and report any security incidents to the Health Care Provider, in accordance with the Security Standards.

12. **Term and Termination.**

12.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 12, provided, however, that any termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

12.2 Health Care Provider shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

12.3 Health Care Provider, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

- (a) Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) days after written notice thereof has been given to Business Associate by Health Care Provider; or
- (b) A violation by Business Associate of any provision of the Privacy Standards, Security Standards, or other applicable federal or state privacy law.

12.4 Upon the termination of the Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

12.5 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Health Care Provider or to destroy all PHI received from Health Care Provider or otherwise through the performance of services for Health Care Provider, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for Health Care Provider to terminate the Business Arrangement.

13. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

Health Care Provider:

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

Business Associate

Melissa Underwood
7725 FM 1117
Seguin, TX 78155

14. **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.

15. **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, Health Care Provider shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Health Care Provider, without the prior approval of Business Associate.

16. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Health Care Provider 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 Business Arrangement or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangement 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.

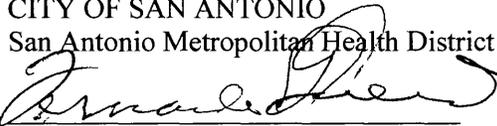
17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

19. **Indemnification.** BUSINESS ASSOCIATE WILL INDEMNIFY, DEFEND AND HOLD HEALTH CARE PROVIDER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR SIMILAR BREACH BY RECIPIENTS ("CLAIM"). IF BUSINESS ASSOCIATE ASSUMES THE DEFENSE OF A CLAIM, HEALTH CARE PROVIDER SHALL HAVE THE RIGHT, AT ITS EXPENSE, TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM, AND BUSINESS ASSOCIATE SHALL NOT TAKE ANY FINAL ACTION WITH RESPECT TO SUCH CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF HEALTH CARE PROVIDER.

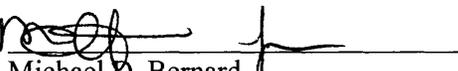
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Health Care Provider:
CITY OF SAN ANTONIO
San Antonio Metropolitan Health District


Fernando A. Guerra, MD, MPH
Director of Health

11/30/08
Date

APPROVED AS TO FORM:


Michael D. Bernard
City Attorney

Business Associate:
MELISSA UNDERWOOD


Melissa Underwood, RDH

12/17/07
Date

DM



CMS or Ordinance Number: OR00000200801170028

TSLGRS File Code: 1000-05

Document Title:

ORD - Contract with Parent/Child Incorporated to provide dental services to children enrolled in PCI programs, from 2/1/08 - 1/31/09

Ordinance Date:

1/17/2008