MH/vv
04/02/15
Item #42

AN ORDINANCE 2015-04-02-0240

AUTHORIZING AN AGREEMENT WITH SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT TO PROVIDE AN AMOUNT UP TO $5,000.00 TO THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PROVISION OF ORAL HEALTH SERVICES TO HEAD START ENROLLEES FOR THE PERIOD APRIL 2, 2015 TO JANUARY 31, 2016 WITH AN IN-KIND MATCH REQUIREMENT IN SERVICES IN AN AMOUNT UP TO $1,000.00.

* * * * *

WHEREAS, on an annual basis, the San Antonio Metropolitan Health District (Metro Health) Dental Program provides diagnostic and preventive care to more than 12,000 children living in poverty by providing services in non-traditional settings, such as Head Start, and on campuses of local Title I elementary schools; and

WHEREAS, through these programs, many children are identified with additional dental treatment needs beyond the scope of Metro Health services; and

WHEREAS, case management services are provided by Metro Health dental staff to assist participating children to receive needed treatment and to connect families to a source of ongoing care in the community; and

WHEREAS, approximately 23% of children enrolled in the City's Head Start Program are not covered through Texas Medicaid or the Children's Health Insurance Plan (CHIP); and

WHEREAS, during the 2010-2011 school year more than 1,850 children that were enrolled in the program were identified with untreated decay; and

WHEREAS, through this dental service agreement with the South San Antonio Independent School District, Metro Health will provide oral health assessments and preventive care, including fluoride varnish applications, for children enrolled in the Head Start Program; **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 hereby authorized to execute an agreement with South San Antonio Independent School District to provide an amount up to $5,000.00 to the San Antonio Metropolitan Health District for the provision of oral health services to Head Start enrollees for the period April 2, 2015 to January 31, 2016. An in-kind match requirement in services in an amount up to $1,000.00 is approved. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I.**

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SECTION 2. Funds in an amount up to $5,000.00 received from the South San Antonio Independent School District will be deposited in the below listed fund:

Amount	GL	Fund	IO
$5,000.00	4501000	29836000	8360000000xx

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

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

PASSED AND APPROVED this 2nd day of April, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

for Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**42 (in consent vote: 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 41, 42, 43, 44)**
Date:	04/02/2015
Time:	11:33:45 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an agreement with South San Antonio Independent School District to provide an amount of up to $5,000.00 to the San Antonio Metropolitan Health District for the provision of oral health services to Head Start enrollees for the period April 2, 2015 to January 31, 2016 with an in-kind match requirement in services in an amount up to $1,000.00. [Erik Walsh, Deputy City Manager; Dr. Thomas L. Schlenker, Director of Public Health]
Result:	Passed

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

Attachment I

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._____ passed and approved on _____, 2015, and South San Antonio Independent School District, (hereinafter referred to as "SOUTH SAN ISD"), acting by and through its designated representative, Bernadine F. Martinez, MEd, Director of Early Childhood, both of which may be referred to collectively as "Parties" or singularly as "Party".

I. STATEMENT OF PURPOSE

1.1 SOUTH SAN ISD provides comprehensive services through its Head Start Program.

1.2 Head Start is a federally-funded program whereby SOUTH SAN ISD provides child care, education, child development, nutrition and social services, health and disability assessment and parent involvement, on a full-time basis.

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

II. PERFORMANCE BY CITY

City agrees:

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

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

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

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

2.5 The SAMHD will provide oral health education for SOUTH SAN ISD Head Start program

staff, including Teachers, Center Directors, Family Service Workers, and Health Coordinators.

2.6 The SAMHD will provide SOUTH SAN ISD Head Start teachers and staff with ongoing training and technical assistance regarding oral health performance standards and the importance of good oral health for Head Start children and families.

2.7 The SAMHD will provide SOUTH SAN ISD Head Start Center Directors and Family Service Workers with an Oral Health Training Manual, outlining all oral health performance standards, internal policies and protocols and Oral Health Program forms.

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

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

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

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

III. PERFORMANCE BY SOUTH SAN ISD

SOUTH SAN ISD agrees:

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

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

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

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

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

3.6 To obtain from each enrollee's parent or legal guardian pertinent documentation of the child's

medical history, including a history of all past and current illness, current medications and any allergies to food, drugs or latex prior to the time services are rendered by the SAMHD.

3.7 To provide Medicaid, CHIP or other third-party insurance information on 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 numbers for identification purposes.

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

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

3.10 To designate a SOUTH SAN ISD staff member to schedule and coordinate on-site clinics in all Head Start Centers.

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

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

IV. TERM

4.1 This contract shall commence on April 2, 2015, and shall terminate January 31, 2016 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 SOUTH SAN ISD Head Start Centers or SAMHD Clinic facility as agreed upon by mutual consent of the City and SOUTH SAN ISD. The type of services to be provided by SAMHD shall dictate at which location said services are to be administered.

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

VI. BILLING

6.1 SOUTH SAN ISD agrees that it will pay up to an amount of FIVE THOUSAND DOLLARS AND NO/1OOTHS ($5,000.00) to City for services provided under this agreement.

6.2 The City will bill SOUTH SAN ISD on a monthly basis for expenses incurred.

6.3 The City will provide in-kind services in an amount up to $1,000.00 for the period of the agreement.

6.4 SOUTH SAN ISD shall remain liable for the payment of services rendered under this agreement

until all such payments are made and received by City. SOUTH SAN ISD's liability is not reduced or diminished by any amount by a third party's failure to pay for services rendered hereunder.

VII. COMPLIANCE

7.1 City and SOUTH SAN ISD agree to comply with all federal and state laws regarding nondiscrimination in the execution of this agreement. In accordance therewith, City and SOUTH SAN ISD 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 SOUTH SAN ISD and City acknowledge they are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et. seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accidents, injuries or deaths.

XI. RELATIONSHIP OF THE PARTIES

11.1 City and SOUTH SAN ISD mutually agree that SOUTH SAN ISD 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 SOUTH SAN ISD 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 SOUTH SAN ISD understand and mutually agree that this agreement may be terminated by either party upon giving thirty (30) days' written notice, by certified mail, to the other party. Notice is said to be given when the written notice is received by the other party. The parties agree that the failure to secure adequate funding by SOUTH SAN ISD to meet the

obligations set out within this agreement shall be grounds for immediate termination of this agreement by City.

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

XIII. INSURANCE

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

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

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

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

D) SOUTH SAN ISD agrees to require, by written contract, that all subcontractors

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). SOUTH SAN ISD 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. SOUTH SAN ISD shall pay any costs incurred resulting from said changes.

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

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

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

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

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

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

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

H) In addition to any other remedies the City may have upon SOUTH SAN ISD'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 SOUTH SAN ISD to stop work hereunder, and/or withhold any payment(s) which become due to SOUTH SAN ISD hereunder until SOUTH SAN ISD demonstrates compliance with the requirements hereof.

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

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

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

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

XIV. ACCESS TO RECORDS

14.1 Subject to federal, state and local laws, SOUTH SAN ISD, 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 SOUTH SAN ISD 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 SOUTH SAN ISD 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 SOUTH SAN ISD 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 SOUTH SAN ISD 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 SOUTH SAN ISD 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 SOUTH SAN ISD certifies that SOUTH SAN ISD 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

SOUTH SAN ISD

South San Antonio Independent School District, Head Start Program
Attention: Bernadine F. Martinez, MEd
5622 Ray Ellison Dr.
San Antonio, Texas 78242

XX. FULL AGREEMENT

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

XXI. AUTHORITY

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

XXII. SEVERABILITY

22.1 In case any one or more of the provisions contained this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties further agree that in lieu of each clause or provision of this agreement that is invalid, illegal, or unenforceable, there be added as a part of the agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIII. CAPTIONS

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

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS THE ____ DAY OF _____ .

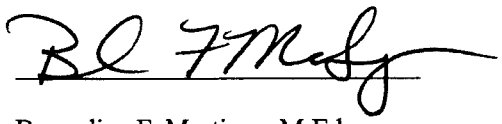
CITY OF SAN ANTONIO

_____

Thomas Schlenker, M.D., M.P.H.
Director of Health

_____
Date

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT



Bernadine F. Martinez, M.Ed.
Director of Early Childhood

_____
Date

APPROVED AS TO FORM:

_____
Martha G. Sepeda
Acting City Attorney

Attachment I

DENTAL EVALUATION AND FLUORIDE VARNISH FORM

[illegible]

General Information

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

Dental History

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

Health History

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

Consent for Participation

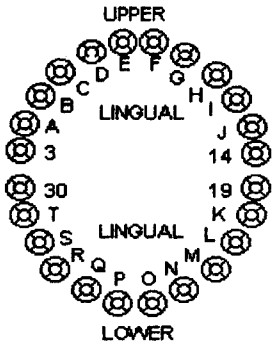
The information in this consent form is given so that you will be informed about the dental services your child will receive through the Head Start Oral Health Prevention Program. Services offered through the program do not take place of dental services provided through your private dentist or community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

☐**Yes.** I give permission for my child to take part in the Head Start Oral Health Prevention Program, which includes a limited oral evaluation and a fluoride varnish application twice throughout the school year. I understand that a dentist from the City of San Antonio Metropolitan Health District (SAMHD) will perform a limited oral evaluation and provide me a dental referral of my child's dental status. Under the supervision of the dentist, I give permission for my child to receive an application of fluoride varnish **free of charge** provided by SAMHD. Fluoride varnish is a simple, painless dental treatment that has been proven to be effective in preventing tooth decay in children. I have been notified that my child's health information will be kept confidential and that I may review the SAMHD HIPAA policy by visiting http://www.sanantonio.gov/Portals/0/Files/Health/About/HIPAA.pdf website or may request a copy by calling 210. 207. 8841.

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

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

[illegible] EVALUATION AND TREATMENT ACCOUNT: THIS SECTION COMPLETED BY SAMHD



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

FINDINGS OF INITIAL EXAM	ORAL HEALTH SUMMARY
☐EARLY CHILDHOOD CARIES	☐**COMPLETE**
☐CARIES EXPERIENCE Treated or Untreated decay	•No treatment needed
☐CLASS ONE: Urgent – Needs attention immediately	•Child has dental home
☐CLASS TWO: Needs attention soon	☐**NOT COMPLETE**
☐CLASS THREE: No obvious signs of dental disease	•Treatment needed
	•Needs dental home

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

[illegible] FINDINGS OF FOLLOW UP DENTAL ASSESSMENT: THIS SECTION COMPLETED BY SAMHD

FINDINGS OF FOLLOW UP DENTAL ASSESSMENT
☐ Treatment appears to be completed
☐ Treatment appears to be in progress
☐ No signs that treatment has been initiated

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

Dentist Signature: _____ **Date:** _____

Attachment II

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and South San Antonio Independent School District, a Business Associate ("BA").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) Will immediately, and in no event later than 14 days of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and

report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach.

C. Permitted Uses and Disclosures by BA

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

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

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

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

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

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

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

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

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

E. Permissible Requests by Covered Entity.

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

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of April 2, 2015, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is

infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

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

(3) Effect of Termination.

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

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

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

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

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

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

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

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

L. **INDEMNIFICATION. BA ACKNOWLEDGES THAT IT IS SUBJECT TO, AND COMPLIES WITH, THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION**

101.001, ET. SEQ., AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.

M. **REIMBURSEMENT.** BA will reimburse covered entity for reasonable costs incurred responding to a phi breach by BA or any of BA's subcontractors.

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

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

P. **ENTIRE AGREEMENT.** This agreement constitutes the complete agreement between business associate and covered entity relating to the matters specified in this agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this agreement and the terms of the service contracts or any such later agreement(s), the terms of this agreement shall control unless the terms of such service contract comply with the privacy standards and the security standards. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. This agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this agreement, nor shall any third party have any rights as a result of this agreement.

Q. **GOVERNING LAW.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective April 2, 2015, as signed by the parties' representatives below.

COVERED ENTITY:
By City of San Antonio

By:_____
Print Name: Thomas L. Schlenker MD, MPH
Print Title: Director, San Antonio Metropolitan Health District

APPROVED AS TO FORM:

_____
Martha G. Sepeda
Acting City Attorney

BUSINESS ASSOCIATE:

By:_____
Print Name: Bernadine F. Martinez, MEd
Print Title: Director of Early Childhood