

AN ORDINANCE 2010-01-21-0069

AUTHORIZING A CONTRACT WITH PARENT/CHILD INCORPORATED (PCI) FOR UP TO \$21,056.00 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PROVIDE ORAL HEALTH SERVICES FOR CHILDREN, FROM BIRTH TO THREE YEARS OF AGE, AND EXPECTANT MOTHERS ENROLLED IN THE PCI EARLY HEAD START PROGRAM FOR THE PERIOD FEBRUARY 1, 2010 TO JANUARY 31, 2011.

* * * * *

WHEREAS, Parent/Child Incorporated (PCI). is a nonprofit organization that receives funds from the United States Department of Health and Human Services to provide a variety of services within the Early Head Start program, including day care, child development, nutrition and social services, health and disability assessment, and parent involvement training to low-income Bexar County families with children under age 3 years and to expectant mothers; and

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

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

WHEREAS, under a grant-funded demonstration project, recently awarded to the City of San Antonio, Metro Health's Dental Division has assisted in the development of dental health education messages for children and their families; and

WHEREAS, Metro Health has collaborated with PCI and 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, this collaboration has also resulted in establishing a network of private and nonprofit dental providers that provide services beyond the scope of Metro Health's Dental Division and serve as the dental homes for children beyond their experience in Early Head Start; and

WHEREAS, funding generated through this contract will be utilized to purchase program supplies and fund associated professional services contractors: **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District (Metro Health) or his designee, is hereby authorized to execute a contract with Parent/Child Incorporated (PCI) for an amount up to \$21,056.00, for Metro Health to provide oral health services for children, from birth to three years of age, and expectant mothers enrolled in the PCI Early Head Start program for the period February 1, 2010 through January 31, 2011. A copy

of the contract in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Fund 26012000 entitled "Misc Grant" is hereby designated for use in the accounting for the fiscal transaction of this contract. A formal final budget which will include a department specific fund, an Internal Order number, and General Ledger numbers will be submitted by the department upon approval of the contract.

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 shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 21st day of January 2010



MAYOR

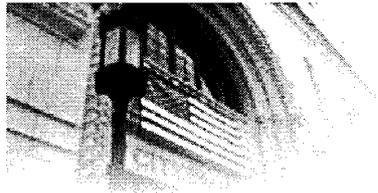
JULIAN CASTRO

ATTEST:

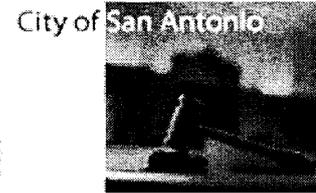

City Clerk

APPROVED AS TO FORM:


for City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 35

Name:	7, 8, 9, 10, 11, 13, 16, 22, 24, 25, 26, 27, 30, 31A, 31B, 31C, 31D, 31E, 33, 35, 36, 38						
Date:	01/21/2010						
Time:	11:51:49 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Parent/Child Incorporated (PCI) for the San Antonio Metropolitan Health District to provide oral health services for children, from birth to three years of age, and expectant mothers enrolled in the PCI Early Head Start program. [Sharon De La Garza, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

- 2.5 To waive all fees for expectant mothers enrolled in the SAMHD maternity program.
- 2.6 Provide each participating enrollee a minimum of 2 applications of fluoride varnish.
- 2.7 To offer "First Dental Home" visits and provide associated oral health promotion resources developed by the Department of State Health Services. Through the First Dental Home program, certified SAMHD dentists will travel to each PCI site and provide examination, preventive care and educational materials for parents and caregivers. Topics to be discussed include: effective oral hygiene techniques, recommended feeding practices and nutritional guidelines and anticipatory guidance. Case management services for children that require specialty care by a pediatric dentist will be coordinated by a SAMHD registered dental hygienist. Each First Dental Home visit will be performed by a SAMHD dentist with a First Dental Home Certification and utilize culturally-competent materials produced by the Department of State Health Services. (www.dshs.state.tx.us/dental/firstdentalhomemats.shtml)
- 2.8 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.
- 2.9 To comply with any and all other conditions, covenants, provisions and/or requirements contained herein requiring performance by City.

III. PERFORMANCE BY PCI

PCI agrees:

- 3.1 To refer PCI enrollees to SAMHD to receive dental services.
- 3.2 To schedule First Dental Home visits with caregivers for PCI enrollees in assigned Early Head Start centers 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-up care was performed.
- 3.3. To defer to the dentist for determination of the appropriate timeframe for follow-up as indicated in the referral information.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.

- 3.7. To certify that all costs herein provided for reimbursement to SAMHD are allowable costs under the grant guidelines under which PCI operates.
- 3.8. 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, 2010 and shall terminate January 1, 2011 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 Early Head Start Centers or SAMHD Clinic facility as agreed upon by mutual consent of the City and PCI. The type of services to be provided by SAMHD shall dictate at which location said services are to be administered.
- 5.2 In the event that a PCI enrollee needs to be transported to a specific location to receive a certain service, PCI shall arrange for said transportation.

VI. BILLING

- 6.1 PCI shall pay City five dollars (\$5.00) per dental screening,
- 6.2 Fees will be waived for prenatal patients enrolled for Early Head Start services with PCI for services covered by the SAMHD Maternity Program, including all periodontal care and available restorative care one year post partum.
- 6.3 Fees will be waived for all participants that are uninsured or underinsured for First Dental Home visits.
- 6.4 The City will bill PCI on a monthly basis for services provided.

- 6.5 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.
- 6.6 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.

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, by certified mail, to the other party. Notice is said to be given when the written notice is received by the other party.
- 12.2 Termination of this agreement for any cause shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

XIII. INSURANCE

13.1 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	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
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage 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 If PCI fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of PCI to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon PCI'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 PCI to stop work hereunder, and/or withhold any payment(s) which become due to PCI hereunder until PCI demonstrates compliance with the requirements hereof.

13.8 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.

13.9 It is agreed that PCI's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

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

13.11 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	and	City of San Antonio
San Antonio Metropolitan Health District		City Clerk
332 W. Commerce, Suite 307		P.O. Box 839966
San Antonio, Texas 78205		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 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 _____, 2009 to be effective August 1, 2009.

CITY OF SAN ANTONIO

PARENT/CHILD INCORPORATED

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

Dr. Sharon Small
Chief Executive Officer

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Date

1/14/2010
Date

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Michael Bernard
City Attorney