

INTERDEPARTMENTAL AGREEMENT

PROJECT NAME: Head Start Program Dental Services

This Interdepartmental Agreement (hereinafter referred to as "AGREEMENT") is hereby made and entered into by and between the Department of Human Services (hereinafter referred to as "DHS") of the City of San Antonio (hereinafter referred to as "CITY") and the San Antonio Metropolitan Health District, also referred to as the CITY's Health Department (hereinafter referred to as "DEPARTMENT").

WHEREAS, CITY, through DHS, has received certain funds from the U.S. Department of Health and Human Services (HHS) as Grantee for the Head Start Program serving the San Antonio and Edgewood Independent School Districts; and

WHEREAS, the City Council has adopted a budget for such funds and has included therein, pursuant to Ordinance No. _____, dated _____, the allocation of up to One Hundred Eleven Thousand Seven Hundred Forty Dollars (\$111,740.00), for the provision of Dental Services (hereinafter referred to as "Project"); and

WHEREAS, the DHS wishes to engage DEPARTMENT to implement and manage said Project; and

WHEREAS, in consideration for the tasks to be performed by DEPARTMENT hereunder, such allocated funds shall be available for use by DEPARTMENT, as herein authorized; **NOW THEREFORE**:

The parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall commence on February 1, 2017 and shall terminate on January 31, 2018.

II. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

2.1 DEPARTMENT understands that funds provided to it pursuant to this AGREEMENT are funds which have been made available to CITY by the federal government under the Head Start Act and in accordance with CITY's HHS-approved Funding Application and with other specific assurances made and executed by CITY. DEPARTMENT, therefore, assures and certifies that it will comply with the requirements of the Head Start Program, with all regulations promulgated thereunder as codified at

Title 45 of the Code of Federal Regulations, and with any and all applicable amendments or revisions to said Head Start Act or regulations, as well as with the Special Provisions, affixed hereto and incorporated herein for all purposes as **Attachment III**.

2.2 DEPARTMENT shall observe and comply with all city, state and federal laws, regulations, ordinances, and codes affecting DEPARTMENT's operations pursuant to the AGREEMENT.

III. MAINTENANCE OF EFFORT

3.1 DEPARTMENT agrees that the funds and resources provided to it under the terms of this AGREEMENT shall in no way be substituted for funds and resources provided from other sources, nor shall such funds and resources in any way serve to reduce the funds, resources, services, or other benefits which would have been available to, or provided through, DEPARTMENT had this AGREEMENT not been executed.

IV. PERFORMANCE

4.1 DEPARTMENT shall manage, implement, perform, provide, and carry out in a timely manner all of the tasks, activities, and services set forth in the Scope of Work (attached hereto and incorporated herein for all purposes as **Attachment I**), and utilizing funds only in the manner allocated in the Project Budget (attached hereto and incorporated herein for all purposes as **Attachment II**).

4.2 Modifications or alterations to the Scope of Work or the Project Budget may be made only pursuant to the prior written approval of DHS.

V. FISCAL

5.1 Inasmuch as the City Council has designated to DHS the responsibility for fiscal oversight, control and monitoring of the Head Start Program, DEPARTMENT shall submit to DHS, for written approval prior to final processing, all Project matters fiscal in nature including, but not limited to, requests for payment, purchase orders, requisitions, budget adjustments and invoices, as required by Federal regulations and Head Start requirements. DEPARTMENT agrees and understands that funds are awarded only for the current fiscal year. DEPARTMENT is solely responsible for submitting any and all invoices incurred, through January 31, 2018 no later than 45 days from the expiration or early termination date of this AGREEMENT, unless the DEPARTMENT receives written authorization from the Director of DHS prior to such 45 day period allowing DEPARTMENT to submit a request for payment after such 45 day period.

5.2 The DEPARTMENT shall submit to DHS a full accounting of the Program Income and non-Federal Share funds received and total Program costs incurred. DEPARTMENT shall be further responsible for submitting all requests for payment for the period February 1, 2017 through January 31, 2018 no later than March 16, 2018.

5.3 Prior to commencement of this AGREEMENT, DEPARTMENT shall submit to DHS for its approval a monthly budget by line item for the entire term of this AGREEMENT along with its Program Budget, including detail by category alone. Additionally, throughout the term of this AGREEMENT, DEPARTMENT shall submit on or before the last day of each month a forecast of the projected monthly expenses for each month remaining in the AGREEMENT so that DHS may review and compare actual expenses to projected expenditures and address issues associated with DEPARTMENT'S expenditure rate (e.g., on or before March 31, 2017, DEPARTMENT shall submit the projected expenses by month for April 2017 through January 2018). DEPARTMENT'S budgeted development and administrative costs (as defined by 45 C.F.R. §1301.32) shall not exceed twelve percent (12%) of the Program Budget, unless the total Program Budget is modified in accordance with this AGREEMENT in which case this amount shall be reduced proportionately unless the Parties otherwise agree.

5.4 Approval required. DEPARTMENT shall seek and obtain DHS's Head Start Program Administrator and the Fiscal Administrator's prior written approval 30 calendar days before making budget modifications/revisions; in no event shall the total budget amount exceed the AGREEMENT amount in section 6.1 of this AGREEMENT. DHS may make exceptions to the 30-day notice requirement on a case by case basis, but DEPARTMENT must make the request in writing or via e-mail to the DHS Head Start Program Administrator. DEPARTMENT'S written request must be accompanied by a justification for the change and indicate which lines items are affected by such change

VI. BILLING AND PAYMENT

6.1 DHS will pay the DEPARTMENT a total not to exceed One Hundred Eleven Thousand Seven Hundred Forty Dollars (\$111,740.00) for completing objectives and activities listed in the attached Scope of Work, which shall also include reimbursement of outlined program costs. All obligations of DHS under this AGREEMENT shall be paid from Head Start funds.

6.2 The DEPARTMENT will bill DHS on a monthly basis for services provided, to include those services provided directly by DEPARTMENT, and any allowable costs or expenses from contractors or partners (including, but not limited to, the University of Texas Health Science Center San Antonio Dental School).

6.3 DHS shall remain liable for the payment of services rendered under this AGREEMENT until all such payments are made and received by DEPARTMENT.

6.4 DEPARTMENT'S Program Budget is comprised of the Federal and Non-Federal Share. Should DEPARTMENT fail to raise all of the Non-Federal Share funds (20% of the total Program Budget, or Twenty Seven Thousand Nine Hundred Thirty Five Dollars (\$27,935.00) it is required to raise for the operation of its Program, DHS reserves the right to limit its reimbursements to DEPARTMENT proportionately. To meet the requirements of this AGREEMENT, all claimed non-Federal Share must meet the requirements of 2 C.F.R Part 200 or 45 C.F.R. 75, as applicable.

VII. PROGRAM INCOME

7.1 For purposes of this AGREEMENT, "program income" shall mean earnings of DEPARTMENT realized from activities resulting from this AGREEMENT or from DEPARTMENT's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income, usage or rental/lease fees, income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of DEPARTMENT provided as a result of this AGREEMENT, and payments from clients or third parties, if applicable, for services rendered by DEPARTMENT pursuant to this AGREEMENT. The parties agree that the DEPARTMENT will be required to return program income funds to CITY through DHS, as set out in Section VI above and in Attachment I.

7.2 On a monthly basis, DEPARTMENT shall report and return to DHS all program income received or accrued during the preceding month except for those proceeds set out above in section 6.1 and in Attachment I. Alternative arrangements to this requirement may be made only upon written request to and written approval by DHS.

7.3 Records of the receipt and disposition of program income shall be maintained by DEPARTMENT in the same manner as required from other AGREEMENT funds and shall be submitted to DHS in the format prescribed by DHS.

7.4 DEPARTMENT shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

7.5 It shall be DEPARTMENT's responsibility to obtain from DHS a prior determination as to whether or not income arising directly or indirectly from this AGREEMENT, or from the performance thereof, constitutes program income, and unless otherwise approved in writing by DHS, DEPARTMENT shall be responsible to DHS for the repayment of any and all amounts determined by DHS to be program income.

VIII. MAINTENANCE AND ACCESSIBILITY OF RECORDS

8.1 DEPARTMENT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this AGREEMENT. DEPARTMENT further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this AGREEMENT and with all applicable federal and state regulations establishing standards for financial management; and
- (B) That DEPARTMENT's record system shall contain sufficient documentation to provide in detail full support and justification for each reimbursement.

8.2 As often, at such times, and in such form as DHS may require, DEPARTMENT shall, upon DHS' verbal or written request, make available and furnish to DHS any and all statements, reports, data, and information deemed by DHS to pertain to matters covered by this AGREEMENT.

IX. PERFORMANCE REPORTS

9.1 In addition to all those listed in this AGREEMENT, DEPARTMENT shall submit to DHS any and all reports as may be required by HHS or DHS. DEPARTMENT shall incorporate and use any DHS-approved tracking or information system (e.g., ChildPlus) for the delivery of comprehensive Head Start Services and collect, input and update all data in accordance with DHS' planned timeline to ensure the reporting of accurate and consistent information to HHS.

9.2 Additionally, DEPARTMENT shall maintain and furnish to DHS the following financial and programmatic information and reports, in such forms as DHS may prescribe, as required under the Head Start Act, as amended, and Title 45 of the Code of Federal Regulations, to include Part 75:

- (A) Head Start Service Provider report to Head Start Policy Council shall be submitted on a monthly basis;
- (B) Financial reports showing all actual and/or projected costs of the Project, an explanation of budgetary expenditures, Program Income, non-Federal Share amounts;
- (C) The results of the most recent financial audit;
- (D) The number of enrolled children that received oral health services by the DEPARTMENT;
- (E) Reports showing employee credentials and a list of personnel serving to satisfy the DEPARTMENT's in-kind non-Federal Share requirement;
- (F) Reports showing the wages of each employee; and
- (G) Any other information requested by DHS.

The DEPARTMENT shall maintain all applicable and appropriate supporting documentation of costs, including but not limited to, payroll records, invoices, contracts or vouchers, and make these available to DHS upon request.

X. CHANGES AND AMENDMENTS

10.1 Alterations, additions or deletions to the terms of this AGREEMENT shall be by written amendment executed by both DHS and DEPARTMENT, except those made by budget revisions as allowed in section 5.4 herein.

XI. SPECIAL CONDITIONS

11.1 DEPARTMENT agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and procedures, including all licensing standards and all applicable accreditation standards, applicable to the funds received by DEPARTMENT hereunder as directed by DHS or as required in this AGREEMENT, including but not limited to:

- (A) The Head Start Act (42 U.S.C. §9831 *et seq.*, as amended);
- (B) 45 C.F.R. Part 1301 *et seq.*;
- (C) The terms and conditions of HHS Grant Number _____ awarded to CITY, the document attached hereto and incorporated herein for all purposes as **Attachment IV**, as well as relevant Head Start information memorandum and publications issued by HHS;
- (D) As applicable, 45 C.F.R. Part 75 (Grants Administration regulations);

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


- (E) The Office of Management and Budget (OMB) Circular at 2 C.F.R. Part 200 *et al.*, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance), as applicable to the funds received by DEPARTMENT hereunder.

EXECUTED this _____ day of _____, _____.


**DEPARTMENT OF HUMAN
SERVICES**

**SAN ANTONIO METROPOLITAN
HEALTH DISTRICT**

BY: _____
Melody Woosley
Director


BY: _____
Vincent R. Nathan, PhD, MPH
Interim Health Director

APPROVED AS TO FORM:



Assistant City Attorney

ATTACHMENTS

- Attachment I – Scope of Work
- Attachment II - Project Budget
- Attachment III - Special Provisions
- Attachment IV – HHS Notice of Award

SCOPE OF WORK

1. **Summary**

The San Antonio Metropolitan Health District (hereinafter referred to as DEPARTMENT), will provide oral health examinations and preventive care; including fluoride varnish treatments for children enrolled in the Head Start program (“enrollee(s)”). These examinations required by federal guidelines for the Head Start program, will be provided on site in each Head Start Center by a Metro Health dentist. These assessments are necessary to ensure that all children enrolled in the program gain access to quality dental care, and that those identified with unmet dental needs are referred to an appropriate dental provider for treatment. The Department of Human Services (hereinafter referred to as DHS), as the City department responsible for overseeing the Head Start Program, will cooperate with the DEPARTMENT to coordinate with Head Start contractors to ensure that enrollees receive dental screenings, recommended preventive services and designated follow-up care.

2. **Program Scope of Services**

DEPARTMENT agrees:

- 2.1 No later than 90 calendar days of the child’s entry into the Program, and as needed throughout the program, to complete an initial oral health evaluation for each participating child. Dentists from Metro Health will travel to all Head Start centers to perform an oral health evaluation for each child. As appropriate, Metro Health dentists will prescribe fluoride varnish for participants, which will be applied by Metro Health dental staff and/or dental students and dental hygiene students from the UT Health Science Center School of Dentistry pursuant to section 2.15 of this Scope of Work under the supervision of Metro Health dental staff.
- 2.2 This Section intentionally left blank.
- 2.3 To input the individual evaluation results and document all preventive services provided by Metro Health into the Child Plus database within 3 days of an oral health exam, and to provide a monthly case management report of individual’s identified as having Class 1 Urgent needs .
- 2.4 To input into Child Plus any pertinent documentation sent by local practitioners or Family Support Workers regarding participants’ oral health status.
- 2.5 This section intentionally left blank.
- 2.6 To provide written referral and/or correspondence to the enrollee’s parent explaining findings of the dental screenings. This document of the child’s oral health status, along with contact information for the DEPARTMENT dental staff, will be given to the appropriate Head Start service provider(s) staff to be forwarded to parents/care givers.

- 2.7 To provide individual case management services for children with urgent dental needs and children who are uninsured or underinsured for required dental services. Metro Health will serve as a resource for Family Support Workers to help families navigate the health care system.
- 2.8 To perform all intake and eligibility functions for Title V Maternal Child Health and Dental (MCHD) Grant funding for Head Start children who are not eligible for dental services through Medicaid or CHIP and to enroll families that qualify for services
- 2.9 To coordinate documentation and facilitate the referral and initial appointment with the University of Texas Health Science Center dental clinics and affiliated sites for comprehensive dental treatment.
- 2.10 To perform all billing and reporting functions for enrolled children and ensure that all copayments are waived for Title V eligible services.
- 2.11 To utilize available funding to support additional costs related to treatment including, but not limited to, facility fees and physician fees not covered by Title V Maternal Child Health Funding for dental services. In the event a Head Start child must be treated in a hospital setting, additional services will be coordinated through the University of Texas Health Science Center at San Antonio School of Dentistry, Department of Pediatric Dentistry (UT Health Science Center Dental School) in designated University-approved sites. Additional costs incurred by the UT Health Science Center may be included in reimbursement for services.
- 2.12 To provide ongoing training and technical assistance for Head Start teachers, staff and other oral health stakeholders during the 2016-2017 and 2017-2018 academic school year including development and production of training manuals for Head Start staff and community partners for CavityFree Kids. DEPARTMENT will provide at least two trainings per school year and on an as needed basis thereafter.
- 2.13 To comply with any and all other conditions, covenants, provisions and/or requirements contained herein requiring performance by Department.
- 2.14 To collaborate with the UT Health Science Center School of Dentistry and Head Start service providers for the purposes of providing service learning opportunities in Head Start including but not limited to dental students, dental hygiene students and dental public health residents.
- 2.15 To make best efforts to provide each participating enrollee with a minimum of two (2) fluoride varnish applications during the Head Start 2017-2018 grant year and will reassess the oral health status of children identified with untreated decay documented during the initial evaluation.
- 2.16 To conduct an ongoing monitoring of operations throughout the program year notifying the DHS when the DEPARTMENT identifies possible or actual lack of compliance with the Head Start Performance Standards, Head Start Act, DHS's program policies, or the terms of this AGREEMENT. DEPARTMENT will make copies of monitoring reports available to the DHS upon request.

- 2.17 To seek and obtain the DHS's written approval before making any material revisions in DEPARTMENT's Head Start services that conflicts or violates (i) the City's Funding Application, including amendments, to the U.S. Department of Health and Human Services (HHS), (ii) the Terms of the Grant, and (iii) the terms of this agreement.
- 2.18 To make time and resources available to support: (i) participation by DEPARTMENT staff in meetings with Head Start staff for community assessment, self-assessment, strategic planning, development of training and technical assistance plan, communication and program development activities, Directors Meetings, and Health Coordinator Meetings (ii) participation in technical assistance trainings and service enhancements developed by DHS and the Head Start training and technical assistance service provider, as well as other Head Start trainings that may be developed by relevant federal or state agencies; and (iii) an appropriate level of attendance of DEPARTMENT's program management team at national, regional and/or State Head Start conferences/trainings.

3. DHS and Head Start service providers collaboration and obligations

DHS agrees:

- 3.1 To inform Head Start service providers of available services and to encourage participation in the Departments' Oral Health Program for Head Start Children.
- 3.2 To provide access to the Child Plus database to DEPARTMENT and to ensure that Head Start service providers conduct basic administrative functions regarding enrollees including but not limited to providing monthly reports on follow-up of referrals and allowing regular audits of dental charts as determined to be necessary by the DEPARTMENT to verify that follow-ups were performed.
- 3.3 To instruct Head Start service providers that they must defer to the dentist for determination of the appropriate timeframe for follow-up as indicated in the referral information.
- 3.4 To inform Head Start service providers that the child must have written documentation of parental consent to access program services including dental examinations and fluoride varnish applications. DHS agrees and understands that the DEPARTMENT shall have the right to refuse to provide services or treatment to any child that does not have acceptable written documentation of parental consent.
- 3.5 To instruct Head Start service providers to obtain from each enrollee's parent or legal guardian pertinent medical history for the DEPARTMENT'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 the DEPARTMENT.
- 3.6 To instruct Head Start service providers that they must provide Medicaid, CHIP or other third-party insurance information on enrollees to the DEPARTMENT, and to make every effort to encourage enrollment of potentially eligible children to third-party funding programs. For children who are not enrolled in Medicaid, CHIP, or other third-party

- insurance, the DHS, or Head Start service providers, will provide social security numbers for identification purposes.
- 3.7 To assist uninsured or underinsured families in completing Title V MCHD Grant funding eligibility documentation required for coverage through the DEPARTMENT'S treatment program offered through the UT Health Science Center School of Dentistry.
 - 3.8 To certify that all costs herein provided for reimbursement to the DEPARTMENT are allowable costs under the grant guidelines.
 - 3.9 To pay for services rendered by the DEPARTMENT, within 30 calendar days of receiving a valid and approved Request for Payment, in accordance with the provisions contained in Article VI of the Interdepartmental Agreement between the parties.
 - 3.10 To instruct Head Start service providers to designate a staff member of each organization to coordinate appointments with DEPARTMENT staff and to instruct Head Start service providers that they should notify DEPARTMENT staff at least 48 hours in advance of any cancellations or changes in scheduling.
 - 3.11 To ensure Head Start service provider staff provides the appropriate assistance to Department staff and prepares clinical area for services prior to the arrival of the dental team.

City of San Antonio Head Start Program
 San Antonio Metro Health, Support Services
 February 1, 2017 to January 31, 2018

Provider:
 Terms:

Category	Federal Share	Non Federal Share	Total Budget	Federal Admin	Non Federal Admin	Total Admin Budget
Salaries	0	0	0	0	0	0
Fringes	0	0	0	0	0	0
Travel	2,500	0	2,500	0	0	0
Equipment	0	0	0	0	0	0
Supplies	17,240	0	17,240	0	0	0
Contractual	88,000	0	88,000	0	0	0
Other	4,000	27,935	31,935	0	0	0
Total Budget	111,740	27,935	139,675	0	0	0

Bob A 8/23/16
 Signature and Date of Agency Authorized Representative

Section below for COSA use only

Program and Fiscal Review and Approval:

Bob A 31 Aug 2016
 Program Monitor Signature and Date

Monica Jones 9/2/16
 Fiscal Monitor Signature and Date

Y. M. ... 8/31/16
 COSA Head Start Administrator Signature and Date

ip ...
 Fiscal Manager Signature and Date



BUDGET SIGNATURE

Updated.

B	C	D	E	F	G	H	I	J	K	L	M	N	
Fringe		FICA											
Fringe		Life Insurance; Dental; Long Term Disability											
Fringe		Health Insurance											
Fringe		Retirement											
Fringe		Worker's Compensation											
Fringe		Unemployment Ins.											
Travel	5207010	Official Travel (out of town)						2,500	2,500				
Equipment		Equipment >\$5,000 per unit cost, enter specific d	(Prior approval and supporting documents, required)										
Equipment		Equipment >\$5,000 per unit cost, enter specific d	(Prior Approval & supporting documents required for each unit)										
Equipment		Equipment >\$5,000 per unit cost, enter specific d	(Prior Approval & supporting documents required for each unit)										
Equipment		Equipment >\$5,000 per unit cost, enter specific d	(Prior Approval & supporting documents required for each unit)										
Supplies	5302010	Office Supplies						2,500	2,500				
Supplies		Classroom Supplies											
Supplies	5304040	Medical and Dental Supplies						14,740	14,740				
Supplies		Janitorial Supplies											
Supplies		Other Commodities											
Supplies		Tools, Apparatus and Accessories (Under \$100 each)											
Supplies		Computer Software											
Supplies		Cap <5000 - Computers											
Supplies		Cap <5000 - Machinery & Equipment											
Supplies		Cap <5000 - Furniture & Fixtures											
Contractual	5202010	Temporary Services (Tri-Start/Stability)						80,000	80,000				
Contractual	5201040	UT Health Sciences Center School of Dentistry						8,000	8,000				
Contractual		(Specify)											
Contractual		(Specify)											
Contractual		(Specify)											
Contractual		(Specify)											
Contractual		(Specify)											
Contractual		(Specify)											
Other		Staff Development/Training/Seminars											
Other		Advertising and Publications											
Other		Membership Dues and Licenses											
Other	5203060	Binding Printing and Reproductions						4,000	4,000				
Other		Subscriptions to Publications											
Other		Transportation Fees-Staff Mileage											
Other		Transportation Fees- Field Trips - Children											
Other		Maint - Buildings and Improvements											
Other		Maint - Machinery & Equipment											
Other		Maint & Rep- Automotive											
Other		Mail and Parcel Post											
Other		Rental of Office Equipment											
Other		Rental of Facilities											
Other		Alarm and Security Services											
Other		M&R Parts Automotive											
Other		Food for children (NOT reimbursed by USDA)											
Other		Telephone and fax											
Other		Cellular Phone Service											
Other		Motor Fuel and Lubricants											
Other		Software Licensing											
Other		Gas and Electricity											
Other		Water and Sewer											
Other		General Liability Insurance											
Other		Building Insurance											
Other		Vehicle Insurance											
Other		Equipment Insurance											
Other		Relocation Expense/Cost of Moving											
Other		In-Kind Parent Participation (Limited to Non-Federal Share)											
Other		In-Kind Volunteers (Limited to Non-Federal Share)											
Other		In-Kind Other						27,935	27,935				
Other		In-Kind Other											
TOTAL BUDGET									139,675	111,740	0	27,935	0

BUDGET SIGNATURE

**ATTACHMENT III
SPECIAL PROVISIONS — Program Year 2017-2018**

I. RESTRICTIONS ON USE OF FUNDS OR PROPERTY

In addition to the other applicable restrictions on the use of Head Start funds provided under this Contract, the Contractor is prohibited from:

- 1) using or transferring funds provided under this Contract for purposes other than authorized Head Start activities;
- 2) using, pledging, granting a security interest in, or otherwise encumbering any right under this Contract or any property acquired with funds provided under this Contract as collateral or security for any loan, note debenture, bond or any other debt instrument;
- 3) using any funds provided under this Contract for payment of principal or interest on any loan, note, debenture, bond or any other debt instrument, other than those approved in the 45 C.F.R. Part 74 and by the City

II. REQUIREMENTS FOR PARTICIPATION IN CHILD PLUS DATA SYSTEM

2.01 Child Plus is an electronic case management system managed and licensed by the City. This system maintains child files and an overall wait list and streamlines the process for program entry, qualification, position reservation and referrals. Child Plus enhances performance and improves the overall efficiency of data processing and automation systems in support of Head Start initiatives and is used to compile the annual Program Information Report (PIR).

2.02 Contractor shall:

- a) maintain and support Child Plus Data System
- b) provide a data entry specialist for Child Plus Data System that will be responsible for entering all required data into the system and who will be the designated contact person with regard to data entries;
- c) attend meetings with the City's Child Plus vendor and City staff to ensure continuity and commitment to the this system;
- d) support all design, development, testing and implementation protocols as established by the City by carrying out and complying therewith;
- e) participate in preliminary and final testing of the system using City protocols;
- f) provide the technical detail required for matching Contractor's system with the Child Plus Data System environment;
- g) allow City and its vendor to install data encryption software on the Child Care System Database network; and
- i) provide City and its vendor with access to Confidential Data with parental permission, as defined in Article 3.01 below, which data is critical for the Head Start project.

2.03 Both Parties agree to:

- a) use best efforts to cooperate and exchange information regarding all aspects of the Head Start project and comply with all reasonable requests of the other Party with respect to information concerning the system.
- b) Parties agree that nothing herein shall be construed as to control or in any way limit the right of parents to choose a Head Start provider.

III. CONFIDENTIAL DATA

3.01 The Parties to this Contract shall have access to the following data ("Confidential Data"), with parental permission in the case of the child:

Parent's Information:

Case Number
First Name
Middle Initial
Last Name
Street Address
City
Zip Code
Telephone
Social Security Number (Optional)
Birth Date
Gender
Race
Disability
Yearly Income
Number of members in the Family
County of Residence
Employment and training status

Each child's Information:

Client Number
First Name
Middle Initial
Last Name
Social Security Number (Optional)
Birth Date
Gender
Race
Disability

- 3.02 Contractor understands that City intends to enter into additional agreements with other providers of child care services (“Additional Collaborators”) in order to promote the success of the Head Start project. Confidential Data may be shared by City, Contractor, and any Additional Collaborator, except that all parties shall share such information in compliance with state and federal laws relating to confidentiality. All Additional Collaborators shall be required to enter into a written agreement with City containing the confidentiality requirements set forth in this Section III.
- 3.03 Each Party shall establish a method to secure the Confidential Data in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting a Party to this Contract or an Additional Collaborator, or such Party’s authorized representative’s right of access to that Party’s Confidential Data.
- 3.04 Neither Party shall disclose or publish Confidential Data or public school education data to any individual or organization that is not a Party to this Contract or an Additional Collaborator, unless required by law or a lawful order of a court of competent jurisdiction. Each Party shall take measures within its organization to ensure that Confidential Data or public school education data is accessible only by those persons working on the Head Start project, or directly providing other public school education / child care services, and only for the purpose of performing or assisting with services required by the Head Start project or other specific public school education / child care services.
- 3.05 Either Party may disclose Confidential Data to a third party (“Third Party”) under contract or affiliated with that Party for the sole purpose of performing or assisting with services required in relation to the Head Start project or other specific child care services, and in compliance with state and federal laws relating to confidentiality. Confidential Data provided to a Third Party shall remain confidential and written confirmation by such Third Party that the Third Party will conform to the requirements of this section shall be provided to the Party prior to delivery of any information to the Third Party.

[INSERT THE HHS AWARD DOCUMENT]