

**CONTRACTUAL DENTAL SERVICES AGREEMENT
AVANCE- SAN ANTONIO HEAD START**

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This AGREEMENT is hereby made and 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 "METRO HEALTH"), pursuant to Ordinance No. _____ passed and approved on _____ and AVANCE-San Antonio, Inc. (hereinafter referred to as "AVANCE") acting by and through its designated representative, Susan Steves Thompson, Executive Director, both of which may be referred to collectively as "Parties" or singularly as "Party."

I. STATEMENT OF PURPOSE

1.1. AVANCE is a non-profit community agency formed to provide parenting education and family support to parents with children under the age of five in San Antonio and Bexar County. The Board of Directors of the corporation is composed of residents of the community and the Executive Director is selected to administer the services and programs of AVANCE.

1.2 AVANCE provides services as a direct grantee of the Head Start Program operated in partnership with the Harlandale ISD. Head Start is a federally-funded program whereby AVANCE provides education, child development, nutrition and social services, health and disability assessment and parent support on a full-time basis. These programs are designed to serve children ages 3 to 4 years whose parents income meets Federal Poverty Income Guidelines.

1.3 METRO HEALTH will provide oral health assessments and preventive care; including fluoride varnish applications, for children enrolled in the AVANCE-San Antonio Head Start Program ("enrollee(s)"). These assessments required by federal guidelines for the Head Start program, will be provided on-site in each AVANCE-San Antonio Head Start Center by a METRO HEALTH dentist. Furthermore, these activities 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 comprehensive treatment. METRO HEALTH will collaborate with AVANCE-San Antonio Head Start to ensure that children enrolled in the program receive oral health assessments, recommended preventive services and designated follow-up care.

II. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

2.2 METRO HEALTH understands that funds provided to it pursuant to this AGREEMENT are funds which have been made available to AVANCE by the federal government under the Head Start Act; METRO HEALTH assures and certifies that it will comply with all Head Start Program requirements, 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.

2.3 AVANCE shall observe and comply with all city, state and federal laws, regulations, ordinances, and codes affecting METRO HEALTH's operations pursuant to the AGREEMENT.

III. MAINTENANCE OF EFFORT

3.1 METRO HEALTH 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, METRO HEALTH had this AGREEMENT not been executed.

IV. PERFORMANCE BY METRO HEALTH

METRO HEALTH agrees:

4.1 Within the 2020 – 2021 school year, dentists from METRO HEALTH will travel to each AVANCE Head Start center to complete an initial oral health assessment for each participating child with parental consent for participation. METRO HEALTH will provide up to eighteen oral health clinics. As appropriate, METRO HEALTH dentists may prescribe fluoride varnish for participants, which will be applied by METRO HEALTH dental staff. If circumstances permit, dental students and dental hygiene students from UT Health San Antonio School of Dentistry may participate pursuant to a separate agreement between the City and UT Health.

4.2 To document all service activities provided under this agreement, to include but not limited to, updating its health record database and completing a Dental Evaluation & Fluoride Varnish Form for all enrolled children attached hereto and incorporated herein for all purposes as **Attachment I**.

4.3 To determine a recommended plan of action for each child based on current oral health status, history of disease, input from parents and caregivers, and access to dental insurance.

4.4 To provide written referral and/or correspondence to the enrollee's parent explaining findings of the dental assessment. This document of the child's oral health status, along with contact information for the METRO HEALTH dental staff, will be given to the appropriate Head Start staff to be forwarded to parents/care givers.

4.5 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 AVANCE Head Start staff and families to help them navigate the dental health care system.

4.6 To perform all screening, intake and eligibility functions for METRO HEALTH's Texas Department of State Health Services (DSHS) Title V Child Dental Health Services Grant program for Head Start children who are not eligible for dental services through Medicaid or CHIP and to enroll families that qualify for services.

4.7 To coordinate required documentation, facilitate the referral, and assist with scheduling an initial appointment with the UT Health San Antonio School of Dentistry and affiliated sites for comprehensive dental treatment for Head Start children who are eligible for Title V Child Dental Health Services.

4.8 To perform all billing and reporting functions for children eligible for Title V Child Dental Health Services and ensure all copayments for covered services are waived in accordance with METRO HEALTH Policies and Procedures.

4.9 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 Child Dental Health Services funding. In the event a Head Start child must be treated in a hospital setting, additional services will be coordinated through the UT Health San Antonio School of Dentistry, Department of Pediatric Dentistry. Additional costs incurred by the UT Health San Antonio School of Dentistry may be included in reimbursement for services and must have prior approval of AVANCE for these costs.

4.10 To provide ongoing training and technical assistance for the AVANCE Head Start teachers, staff and other oral health stakeholders. METRO HEALTH oral health consultants will provide annual in-service training for AVANCE Head Start staff.

4.11 To collaborate with the UT Health San Antonio School of Dentistry and AVANCE Head Start program staff 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 as circumstances permit.

4.12 METRO HEALTH will make best efforts to provide each participating enrollee with a minimum of two (2) fluoride varnish applications during the Head Start program year and will reassess the oral health status of participating children identified with untreated decay documented during the initial oral health assessment as circumstances permit.

4.13 METRO HEALTH will provide virtual oral health education to parents/caregivers for children enrolled in AVANCE Head Start program. Eight sessions to include one oral health topic per month will be provided in both English and Spanish for the duration of nine months. Oral Health education will be conducted in collaboration with AVANCE's Health Content Team to identify topics of interest for families.

4.14 METRO HEALTH shall seek and obtain prior approval from AVANCE before making any material revisions to METRO HEALTH oral health services that conflict or violate: (i) the Terms of the Grant, and (ii) the terms of this agreement.

4.15 METRO HEALTH shall make time and resources available to support: (i) participation by METRO HEALTH staff in meetings with AVANCE Head Start staff for community assessment, self assessment, strategic planning, development of training and technical assistance plan, communication and program development activities; (ii) participation in technical assistance trainings and service enhancements developed by City 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 METRO HEALTH program management team at national, regional and/or State Head Start conferences/trainings.

V. PERFORMANCE BY AVANCE

AVANCE agrees:

5.1 To encourage enrollee participation in the oral health prevention program and to utilize resources made available through the METRO HEALTH Oral Health Prevention Program.

5.2 To perform 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 METRO HEALTH program staff to verify that follow-up care was completed.

5.3 To defer to the METRO HEALTH dentist for determination of the appropriate timeframe for follow-up as indicated in the referral information.

5.4 To ensure that each child presents for care with written documentation of parental consent or refusal at the time of on-site services. AVANCE agrees and understands that METRO HEALTH shall have the right to refuse to provide services or treatment to any child that does not have acceptable written documentation of parental consent.

5.5 To obtain from each enrollee's parent or legal guardian pertinent medical history for METRO HEALTH use and reference at the time of assessment or other dental services, 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 METRO HEALTH.

5.6 To provide Medicaid, CHIP or other third-party insurance information on enrollees to METRO HEALTH for the purpose of coordination of care and case management, 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, AVANCE will provide social security numbers for identification purposes.

5.7 To assist uninsured or underinsured families in completing Title V Child Dental Health services grant funding eligibility documentation required for coverage through the METRO HEALTH Title V treatment program offered through the UT Health Science Center Dental School.

5.8 To certify that all costs herein provided for reimbursement to METRO HEALTH are allowable costs under the grant guidelines.

5.9 To pay for expenses incurred by METRO HEALTH, within 30 calendar days of receiving a valid and approved Request for Payment, in accordance with the provisions contained in Article VII. of the Agreement.

5.10 To designate a staff member to coordinate appointments with METRO HEALTH staff and notify METRO HEALTH staff at least 48 hours in advance of any cancellations or changes in scheduling.

5.11 To provide adequate staff to ensure there is at least one Head Start staff person per screening station to supervise children during the delivery of dental services. For the safety of the children, the clinic will stop services until adequate supervision is provided.

5.12 To prepare the clinical area for services prior to the arrival of the dental team.

VI. TERM

This contract shall commence on September 1, 2020, and shall terminate August 31, 2021, unless extension or earlier termination shall occur pursuant to the terms of this contract.

VII. BILLING AND PAYMENT

7.1 AVANCE agrees that it will pay METRO HEALTH a total amount not to exceed THIRTY-ONE THOUSAND DOLLARS AND NO/100THS (\$31,000.00) over the term of the contract for completing objectives and activities listed in Article II of this agreement.

7.2 METRO HEALTH will bill AVANCE on a monthly basis for services provided, to include those services provided directly by METRO HEALTH, and any allowable costs or expenses from contractors (including, but not limited to, UT Health San Antonio School of Dentistry). These costs must have prior approval of AVANCE.

7.3 AVANCE shall remain liable for the payment of services rendered under this

agreement until all such payments are made and received by METRO HEALTH. AVANCE's liability is not reduced or diminished by any amount by a third party's failure to pay for services rendered hereunder. The final bill for services rendered from METRO HEALTH for this contract must be submitted to AVANCE no later than 45 days after the end of the term of the agreement.

7.4 The Oral Health Project Budget for AVANCE-San Antonio Head Start Program Services (**Attachment II** Project Budget) is comprised of the Federal and Non-Federal Share. Should METRO HEALTH fail to raise all of the Non-Federal Share funds (20% of the total Program Budget, or \$6,200.00 per contract term) it is required to raise for the operation of its Program, AVANCE reserves the right to limit its reimbursements to METRO HEALTH proportionately. To meet the requirements of this Agreement, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 74.23 *et seq.* or § 92.24, as applicable.

VIII. AMENDMENTS

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. ACCESS TO RECORDS

9.1 Subject to federal, state and local laws, AVANCE, 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.

X. INDEMNITY

10.1 AVANCE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to AVANCE's activities under this Agreement, including any acts or omissions of AVANCE, any agent, officer, director, representative, employee, consultant or subcontractor of AVANCE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT

AVANCE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

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

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

XI. RELATIONSHIP OF THE PARTIES

11.1 City and AVANCE mutually agree that AVANCE 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 AVANCE 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 AVANCE 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 AVANCE to meet the obligations set out within this agreement shall be grounds for immediate termination of this agreement by the City.

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

XIII. [This section intentionally left blank]

XIV. CITY INSURANCE

14.1 City maintains a medical errors and omission policy for medical malpractice claims along with a self-insurance fund for general liability and worker's compensation claims and causes of actions to meet the statutory obligations of the City.

XV. ACCESS TO RECORDS

15.1 Subject to federal, state and local laws, AVANCE, 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.

XVI. RETENTION OF RECORDS

16.1 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 or as required under applicable law.

16.2 City agrees to maintain health records on AVANCE enrollees served hereunder until said person's twenty-first birthday or as required under applicable law.

XVII. CONFIDENTIAL INFORMATION

17.1 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 AVANCE 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 III**.

17.2 AVANCE 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.

XVIII. SUBSTANTIAL INTEREST

18.1 AVANCE 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.

18.2 AVANCE 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.

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 of San Antonio

Attn: Colleen M. Bridger, MPH, Ph.D
Assistant City Manager/Interim Director
San Antonio Metropolitan Health District
111 Soledad, Suite 1000
San Antonio, Texas 78205

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

AVANCE-San Antonio, Inc.

AVANCE- San Antonio, Inc.
Attention: Sylvia De La Pena
Head Start Director
903 Billy Mitchell Blvd., Suite 100
San Antonio, Texas 78283

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 _____, 2020.**

CITY OF SAN ANTONIO

Colleen M. Bridger, MPH, Ph.D.
Assistant City Manager/ Interim Director
San Antonio Metropolitan Health District

Date

AVANCE-SAN ANTONIO, INC.

Susan S. Thompson
Susan S. Thompson (Sep 18, 2020 13:47 CDT)

Susan Steves Thompson
Executive Director

9/18/2020

Date

APPROVED AS TO FORM:

City Attorney

<input type="checkbox"/>	Absent	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Uncooperative	<input type="checkbox"/>	LR	<input type="checkbox"/>	Withdrawn
<input type="checkbox"/>	Absent	<input type="checkbox"/>	Absent	<input type="checkbox"/>	Uncooperative	<input type="checkbox"/>	LR	<input type="checkbox"/>	Transfer Site

CITY OF SAN ANTONIO
METROPOLITAN HEALTH DISTRICT

DENTAL EVALUATION AND FLUORIDE VARNISH FORM

SECTION 1: TO BE COMPLETED DURING ENROLLMENT

PLEASE PRINT INFORMATION BELOW

General Information

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

Dental History

Does your child have dental insurance? ☐ Yes ☐ No If yes, name of insurance: _____
 Check the appropriate box if your child has: ☐ CHIP ☐ Medicaid If yes, please list card no.: _____
 Name of dentist/dental home/clinic: _____ Phone Number: _____
 How often does your child visit the dentist? ☐ Every 3-4 months ☐ Every 6-12 months ☐ Not Regularly ☐ Never
 Do you brush your child's teeth daily with fluoridated toothpaste? ☐ Yes ☐ No
 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.

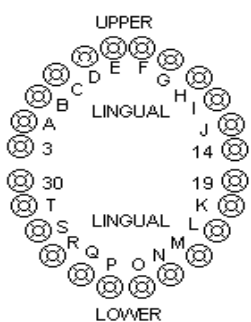
☐ **Yes.** I give permission for my child to take part in the Head Start Oral Health Prevention Program, which includes a limited oral evaluation and a fluoride varnish application twice throughout the school year. I understand that a dentist from the City of San Antonio Metropolitan Health District (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/health> 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. ☐ No Consent

(PLEASE PRINT NAME) Parent/Guardian | _____

Parent/Guardian Signature _____ Phone No. _____ Date _____

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



Fall

I certify that I have completed the services listed above

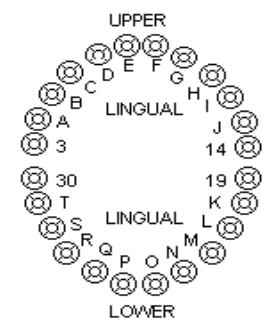
✓	Services Provided	Code	Date of Service	Provider Initials
<input type="checkbox"/>	Limited Oral Evaluation	Fall		
<input type="checkbox"/>	Fluoride Varnish	Fall		
<input type="checkbox"/>	Limited Oral Evaluation	Spring		
<input type="checkbox"/>	Fluoride Varnish	Spring		

FINDINGS OF FALL EVALUATION

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

ORAL HEALTH SUMMARY

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



Spring

Dentist Signature: _____ Date: _____

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

FINDINGS OF SPRING DENTAL EVALUATION

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

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

Progress Notes: _____

Dentist Signature: _____ Date: _____

Avance Head Start

Ordinance No.

Budget Period: September 01, 2020 - August 31, 2021

Internal Order 8360000000107

<u>ESTIMATED REVENUES</u>	<u>GL</u>	<u>Proposed BUDGET</u>
Grants Revenue	4502280	\$ 31,000.00
Program Income	4502230	
In Kind Revenue	6500000	\$ 6,200.00
Total Estimated Revenues		<u>\$ 37,200.00</u>

<u>Original Budget</u>		
1	Personnel	22,406.69
2	Fringe Ben.	7,568.31
3	Travel	-
4	Contractual	375.00
5	Supplies	250.00
6	Other	\$400
7	Equipment	-
Total Direct		31,000.00
8	Inkind	6,200.00
Total		37,200.00

			<u>Original Budget</u>
1	Regular Salaries and Wages	5101010	\$ 22,377
1	Temporary Salaries	5101015	\$ -
1	Overtime Salaries	5101020	\$ -
1	Language Skill Pay	5101050	\$ 30
2	FICA & Medicare Expense	5103005	\$ 1,714
2	Life Insurance	5103010	\$ 22
1	Personal Leave Buy Back	5103035	\$ -
2	Retirement Bene.-TMRS	5105010	\$ 2,675
2	Flexible Benefits Contribution	5170040	\$ 3,158
3	Education	5201025	\$ -
4	Fees to Governmental Contractors	5201030	\$ 375
4	Fees to Professional Contractors	5201040	
4	Fees to Temporary Contractors/Agencys	5202010	
6	Binding, Printing, & Reproduction	5203060	\$ 400
3	Transporation Fees	5203090	\$ -
5	Office Supplies	5302010	\$ -
5	Chemicals, Medical and Drugs	5304040	\$ 250
5	Other Commodities	5304080	\$ -
Total			\$ 31,000.00
8	In-kind Fees to Professional	6601040	\$ 6,200.00
Total Appropriations			<u>\$ 37,200.00</u>

7/30/20

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (**Agreement**) is entered into by and between the City of San Antonio ("**Covered Entity**"), and AVANCE-San Antonio, Inc., a **Business Associate** ("**BA**"), referred to collectively herein as the "**Parties**."

WHEREAS, the City of San Antonio and BA have entered into a Services Contract ("Service Contract"), executed on _____, whereby BA provides services to the Covered Entity; and

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"), Health Information Technology for Economic and Clinical Health Act ("HITECH Act") 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) "Breach" shall mean an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:

(a) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

- (b) the unauthorized person who used the protected health information or to whom the disclosure was made;
 - (c) whether the protected health information was actually acquired or viewed; and
 - (d) the extent to which the risk to the protected health information has been mitigated.
- (2) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. 164.501.
- (3) “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.
- (4) “Health Information” is defined in 45 C.F.R. 160.103 as any information, including genetic information, whether oral or recorded in any form or medium that: (1) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- (5) “Individual” means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (6) “Individually Identifiable Health Information” is defined in 45 C.F.R. 160.103 as information that is a subset of health information, including demographic information collected from an individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (7) “Privacy Rule” shall mean the regulations for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subpart E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes “Electronic Protected Health Information” or “EPHI” and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 C.F.R. Parts 160, 162, 164, and under HITECH.

- (9) "Required By Law" means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. 45 C.F.R 164.103.
- (10) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (11) "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R. Part 164.
- (12) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

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 as defined by 45 C.F.R. 164.304 that BA becomes aware of;
- (5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA:
 - (a) does business, and
 - (b) to whom it provides PHI received from, or created or received by BA on behalf of, Covered Entity; and ensures such agents or subcontractors 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 that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;

- (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 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 in determining Covered Entity's compliance with the Privacy Rule;
- (9) Document 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) Immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including ePHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and U.S. Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach, including the date of the breach and date of discovery; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;
- (12) Comply with all Security Rules requirements;
- (13) Comply with the Privacy Rule for any obligation Covered

Entity delegates to BA;

- (14) Under no circumstances sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

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. 164.502(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 BA may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

- (1) This Agreement becomes effective on the date it is signed by the last Party. 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 Service 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.
- (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 written action as is necessary to amend this Agreement to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.
- H. Survival. The respective rights and obligations of the BA under Sections B, C (2) and (4), and F(3) shall survive the termination of this Agreement.
- I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.
- J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.
- K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- L. **INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICECONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.**
- M. Reimbursement. BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.
- N. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- O. Assignment. Neither party may assign (whether by operation of 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 BA.

- 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 Contract 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. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

EXECUTED to be effective _____, by the **City of San Antonio**, signing by and through its program manager.

COVERED ENTITY
CITY OF SAN ANTONIO

BUSINESS ASSOCIATE:
AVANCE-SAN ANTONIO, INC.

By: _____
Colleen M. Bridger, MPH, Ph.D.
Assistant City Manager/Interim Director
San Antonio Metropolitan Health District

By: *Susan S. Thompson*
Susan S. Thompson (Sep 18, 2020 13:47 CDT)
Susan Steves Thompson
Executive Director

APPROVED AS TO FORM:

City Attorney