

**CITY OF SAN ANTONIO  
SAN ANTONIO METROPOLITAN HEALTH DISTRICT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Fernando A. Guerra, MD, MPH, Director of Health

**SUBJECT:** ORDINANCE APPROVING A HEALTH SERVICES AGREEMENT WITH PARENT CHILD, INCORPORATED

**DATE:** March 31, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the Interim City Manager to execute an agreement with Parent/Child Incorporated (PCI) which will allow the San Antonio Metropolitan Health District (SAMHD) to provide approximately 5,800 physical examinations and 10,000 dental evaluations for children enrolled in PCI programs on a reimbursable fee-for-service basis for the period February 1, 2005 through January 31, 2006. In addition, this ordinance will adopt the project budget, approve the personnel complement, and authorize payments for contractual services to include payments for an existing lease at 4020 Naco-Perrin Boulevard.

Staff recommends approval.

**BACKGROUND INFORMATION**

PCI is a non-profit community agency formed to provide day care services for residents of San Antonio and Bexar County. PCI provides services in connection with the Head Start Program, Early Head Start Program, and the Registered Family Day Homes Program.

The City, through the SAMHD, provides health screenings for children enrolled in the various programs of PCI. These screenings are required by Federal Guidelines for such day care and child development service programs. The SAMHD has been providing physical examinations and dental evaluations on a fee for service basis for children enrolled in PCI programs since 1993. This agreement will authorize SAMHD to provide approximately 5,800 physical examinations and 10,000 dental evaluations for children enrolled in PCI programs on a fee-for-service basis for an amount not to exceed \$238,600.00 for the period February 1, 2005 to January 31, 2006.

As part of the agreement, SAMHD will pursue third-party payors (Medicaid and Children's Health Insurance Program) for any services rendered to eligible children and will reimburse PCI the exam fees charged for any PCI enrollee for whom the SAMHD is able to collect fees. This agreement will generate additional estimated revenue from Medicaid of \$85,000.00.

The personnel complement remains at thirteen (13) positions, the same as last year.

This agreement also provides funding to cover fees for services of contract physicians, nurse practitioners, and dentists who will augment SAMHD staff. Moreover, the agreement will fund the clinic lease at 4020 Naco-Perrin Boulevard through September, 2005.

### **POLICY ANALYSIS**

This ordinance follows the City practice of utilizing Federal, State and other funds to provide public health services for the residents of our community.

### **FISCAL IMPACT**

This ordinance will provide SAMHD \$323,600.00 (\$238,600.00 from PCI and \$85,000.00 from Medicaid reimbursements) to furnish ongoing health services to PCI for the period February 1, 2005 through January 31, 2006. This project will place no demand on the City General Fund.

### **COORDINATION**

The City Attorney's Office and the Human Resources Department, Risk Management Division have reviewed and approved the agreement with PCI.

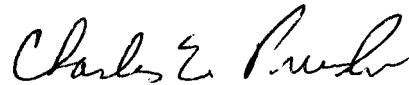
### **SUPPLEMENTARY COMMENTS**

Provisions of the Ethics Ordinance do not apply.

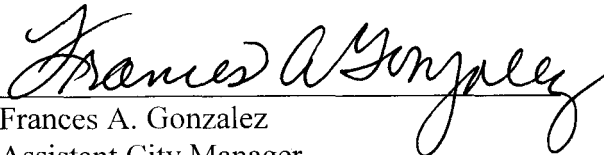
Attachments:

Attachment I: Parent/Child, Inc. Health Services Project 2005/2006 Budget  
and Personnel Complement

Attachment II: Contractual Services Agreement



Fernando A. Guerra, MD, MPH  
Director of Health



Frances A. Gonzalez  
Assistant City Manager



J. Rolando Bono  
Interim City Manager

## **AN ORDINANCE**

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PARENT/CHILD INCORPORATED WHICH WILL ALLOW THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PROVIDE APPROXIMATELY 5,800 PHYSICAL EXAMINATIONS AND 10,000 DENTAL EVALUATIONS FOR CHILDREN ENROLLED IN PCI PROGRAMS ON A REIMBURSABLE FEE-FOR-SERVICE BASIS IN AN AMOUNT NOT TO EXCEED \$238,600.00 FOR THE PERIOD FEBRUARY 1, 2005 TO JANUARY 31, 2006; ADOPTING THE PROJECT BUDGET, APPROVING THE PERSONNEL COMPLEMENT; AND AUTHORIZING PAYMENTS FOR CONTRACTUAL SERVICES TO INCLUDE AN EXISTING CLINIC LEASE.**

\* \* \* \* \*

**WHEREAS**, Parent/Child Incorporated (PCI) of San Antonio wishes to execute an agreement with the City of San Antonio for the San Antonio Metropolitan Health District (SAMHD) to provide physical examinations and dental evaluations for children enrolled in PCI Programs; and

**WHEREAS**, execution of this agreement will allow SAMHD staff to continue to provide said services for PCI enrollees, as well as referrals for other appropriate services offered by the SAMHD; and

**WHEREAS**, it is now necessary to authorize the Interim City Manager to execute this agreement with PCI, adopt the project budget, approve the personnel complement, authorize contractual services in connection with this activity, and approve payments for said service; **NOW THEREFORE:**

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

**SECTION 1.** The Interim City Manager, or his designee, is hereby authorized to execute a Contractual Services Agreement with Parent/Child Incorporated (PCI) for the San Antonio Metropolitan Health District (SAMHD) to provide approximately 5,800 physical examinations and 10,000 dental evaluations for children enrolled in PCI programs on a reimbursable fee-for-service basis in an amount not to exceed \$238,600.00 for the period February 1, 2005 through January 31, 2006. A copy of the agreement, in substantially correct form, is attached hereto and incorporated herein as Attachment II.

**SECTION 2.** SAP Fund 26012000 has been designated for use in the accounting for the above project and the budget set out in Attachment I is approved and adopted for entry on the City books.

**SECTION 3.** Any revenues received from billing by the City to Medicaid, CHIP, or any other third party payor for covered services rendered to PCI enrollees or their parents will be deposited into SAP Fund 26012000, SAP Funds Center 3606230000, SAP GL No. 4402170, Medicaid Reimbursements, and utilized for said project activities.

**SECTION 4.** Any revenues received from billing by the City to Medicaid or any other third party payor for covered dental services rendered to PCI enrollees or their parents will be deposited into SAP Fund 26012000, SAP Funds Center 3606230000, SAP GL No. 4402162, Medicaid Dental Reimbursements, and utilized for said project activities.

**SECTION 5.** The thirteen (13) personnel positions set out in Attachment I are hereby authorized for the 2005-2006 PCI Health Services Project.

**SECTION 6.** Payments in an aggregate amount not to exceed \$13,500.00 are authorized for contract dentists providing services under the PCI Health Services Project from SAP Fund 26012000, Cost Center 3606230002, Internal Order 136000000267, SAP GL No. 5201040, Fees to Professional Contractors-Dentists, on a fee-for-service basis.

**SECTION 7.** Payments in an aggregate amount not to exceed \$19,500.00 are authorized for contract physicians and nurse practitioners providing services under the PCI Health Services Project from SAP Fund 26012000, Cost Center 3606230002, Internal Order 136000000267, SAP GL No. 5201040, Fees to Professional Contractors, on a fee-for-service basis.

**SECTION 8.** Funds in the aggregate amount of \$47,328.00 are hereby encumbered in SAP Fund No. 26012000, Cost Center 3606230002, Internal Order 136000000267, SAP GL No. 5206010 entitled "Rental of Facilities" for the clinic (lease approved in a previous ordinance) located at 4020 Naco-Perrin Boulevard, to be made payable to WNLV, Ltd. for the period February 1, 2005 through September 30, 2005.

**SECTION 9.** The Director of Finance may, subject to concurrence by the Interim City Manager or the Interim City Manager's designee, correct allocation to specific fund numbers, account numbers, and internal order numbers as necessary to carry out the purpose of this ordinance.

**SECTION 10.** Should the agreement be in an amount other than that budgeted for, or should the agreement contain terms and conditions different than those currently existing, acceptance of the agreement, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

**SECTION 11.** This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2005.

**M A Y O R**

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

**ATTACHMENT I**

**PCI Health Services Project 2005/2006**

**Fund 26012000**

**Funds Center 3606230000**

**Functional Area 3600500000010004**

**Budget for period: 02/01/05 to 01/31/06**

<b>ESTIMATED REVENUES</b>	<b>SAP GL No.</b>	<b>CURRENT BUDGET</b>
PCI Contract-Medical	4501160	\$ 214,600
PCI Contract-Dental	4501160	24,000
Medicaid Reimbursements	4402170	70,000
Medicaid Dental Reimbursements	4402162	15,000
		<u>323,600</u>
		\$ <u>323,600</u>

**TOTAL ESTIMATED REVENUES:**

**APPROPRIATIONS**

Cost Center 3606230002

Internal Order 136000000267

Regular Salaries & Wages	5101010	145,974
Language Skill Pay	5101050	2,400
Social Security	5103005	11,168
TMRS	5105010	7,520
Group Health Insurance	5405040	19,629
Life Insurance	5103010	84
Workers' Disability Compensation	5405020	1,000
Personal Leave Buy Back Pay	5103035	1,000
Communications: Telephones	5403010	1,750
Rental of Pagers	5403030	368
Mail and Parcel Post Service	5205010	800
Rental of Facilities	5206010	47,328
Car Expense Allowance	5103055	1,600
Gas and Electricity	5404530	1,500
Water/Sewer Charges	5404540	300
Fees to Professional Contractors-Dentist	5201040	13,500
Fees to Professional Contractors	5201040	19,500
Temporary Services	5202010	26,346
ADP	5403520	1,200
Office Supplies	5302010	5,633
Clothing and Linen Supplies	5304005	4,000
Chemicals, Medical & Drugs	5304040	5,000
Tools, Apparatus & Accessories	5304050	1,000
Computer - Desktop and printer	5501000	2,500
Machinery and Equipment-Other	5501055	500
Furniture & Fixtures	5501065	2,000

**TOTAL APPROPRIATIONS:** \$ 323,600

**PERSONNEL COMPLEMENT**

<b>Class No.</b>	<b>Title</b>	<b>PREVIOUS POSITIONS</b>	<b>ADD (DEDUCT)</b>	<b>CURRENT POSITIONS</b>
Cost Center 3606230002				
Internal Order 136000000267				
0010	Office Assistant	1	(1)	0
0040	Administrative Assistant I	1	0	1
0239	Public Health Aide (.5 FTE)	3	0	3
0243	Public Health Nurse Practitioner (.5 FTE)	1	0	1
0244	Senior Public Health Nurse	1	0	1
0244	Senior Public Health Nurse (.5 FTE)	1	0	1
0247	Public Health Nursing Supervisor	1	0	1
0261	Senior Public Health Physician (.5 FTE)	1	0	1
0985	Case Aide	1	0	1
270	Public Health Dentist (.5 FTE)	1	1	2
7560	Custodian	1	0	1
	<b>Total Personnel:</b>	<u>13</u>	<u>0</u>	<u>13</u>

STATE OF TEXAS  
COUNTY OF BEXAR

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**ATTACHMENT II**  
**CONTRACTUAL SERVICES**  
**AGREEMENT**

This AGREEMENT is entered into by and between the City of San Antonio (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District (SAMHD), and Parent/Child Incorporated acting by and through its designated representative, Blanche A. Russ-Glover, Chief Executive Officer, (hereinafter referred to as "PCI") pursuant to Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_.

**I. STATEMENT OF PURPOSE**

- 1.1. Parent/Child Incorporated, herein referred to as PCI, is a non-profit community agency formed to provide community day care services for residents of San Antonio and Bexar County. The Board of Directors of the corporation is composed of residents of the community, and the Chief Executive Officer is selected to administer the services and programs of PCI.
- 1.2 PCI provides services in connection with the Head Start Program, Early Head Start Program, and the Registered Family Day Homes Program.

Head Start and Early Head Start are federally-funded programs whereby PCI provides day care, education, child development, nutrition and social services, health and disability assessment and parent involvement, both on a full and part-time basis. These programs are designed to serve children ages 0 to 5 years whose parents' income meets Administration for Child, Youth and Families Guidelines.

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

**II. PERFORMANCE BY CITY**

City agrees:

- 2.1 To conduct physical examinations on PCI enrollees who have the appropriate consent forms and other necessary paper work (see Section III); refer the enrollee to the appropriate health care system, if necessary; conduct tuberculosis skin tests on PCI volunteers, on a fee-for-service basis; and consult with PCI staff to develop policy.
- 2.2 To conduct physical examinations at the appropriate PCI center or SAMHD clinic facility as agreed upon by mutual consent. The type of service to be provided by SAMHD shall dictate at which location said services are to be administered.
- 2.3 For the period February 1, 2005 through July 31, 2005 and December 1, 2005 through January 31, 2006 the SAMHD will provide up to four (4) 6.5 hour clinic days per month, with no more than 80 examinations to be done on any 6.5 hour day. Physical examinations will be scheduled at least one month in advance and at mutually agreed times between the SAMHD and PCI.

- 2.4 For the period August 1, 2005 through November 30, 2005 the SAMHD will provide appropriate examinations, up to 6.5 hours per day, on Tuesday, Wednesday, Thursday and Friday, with no less than 37 and no more than 80 physical examinations to be done on any 6.5 hour day and with the day beginning at 9:00 a.m. During this time period, the SAMHD will be responsible for conducting vision and hearing screenings and will refer to the appropriate resource for follow-up, if necessary.
- 2.5 The SAMHD will provide initial dental evaluations for PCI enrollees during the term of this agreement. For clinical treatments, a session will consist of five (5) enrollees. Morning sessions will start at 9:00 a.m. and afternoon sessions start at 1:00 p.m., respectively. Enrollee must have a signed consent form and health history from their parent or guardian to receive service.
- 2.6 The SAMHD will provide PCI with a list of SAMHD clinic hours and locations indicating availability of immunization services. PCI will be responsible for assessing enrollee immunization records and for referring enrollee's parents to medical providers to obtain for needed immunizations for their enrolled children. The SAMHD will assist PCI in training and technical support, as necessary, to PCI personnel.
- 2.7 The SAMHD will provide technical assistance to PCI in developing health, sanitation and infection control policies and directives.
- 2.8 To complete PCI Form 3 (Attachment I) for Screenings, Physical Examination and Assessments conducted on the PCI enrollee and complete PCI Form 5 (Attachment II) for Dental screenings, examinations, and treatments conducted on PCI enrollee. Enrollee's individual Medicaid/CHIP number will be provided as applicable.
- 2.9 To provide written referral or written correspondence to the enrollee's parent explaining abnormal findings, when they are found. These forms will be given to PCI staff to be forwarded to parents.
- 2.10 To bill Medicaid, CHIP or other third party payors, and retain proceeds for use in providing services, for all health screening, physical and dental clinic visits done on children who are Medicaid recipients, CHIP or who are covered by other third-party payors.
- 2.11 To comply with any and all other conditions, covenants, provisions and/or requirements contained herein requiring performance by City.
- 2.12 To offer 5,800 allocated appointment times in the 90 day period during the initial PCI school year 2005-2006 enrollment, in order to assure that all PCI children meet physical examination requirements, and to offer 5,800 allocated appointment times in the 45 day period during the initial PCI school year 2005-2006 enrollment to assure that all PCI children meet vision and hearing screening requirements.

### **III. PERFORMANCE BY PCI**

PCI agrees:

- 3.1 To refer PCI enrollees to SAMHD to receive one or more of the services described in Section 3.5.
- 3.2 To transport PCI enrollees to the required designated location to receive the services herein described as required by SAMHD and to honor, in so far as possible, commitments to deliver promised number of patients at the prescribed times.
- 3.3. To conduct basic administrative functions regarding PCI enrollees including but not limited to providing PCI medical 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 medical charts as felt necessary by SAMHD to verify that follow-ups were performed.

- 3.4. To defer to the provider (Physician and/or Nurse Practitioner) for determination of the appropriate timeframe for follow-up as indicated in the referral information.
- 3.5. To obtain the required consent form(s) (including but not limited to consent for the general physical exam, dental checkup and care, and laboratory tests) from the parent or legal guardian of PCI enrollees, enabling SAMHD to administer the medical and dental services required, and to have these forms present at the time of the exam or treatment.
- 3.6. To obtain from PCI enrollee's parent or legal guardian pertinent medical history to be present at the time of exam or treatment, including record of any current medical conditions for which the child is being followed, and a record of any medications the child is currently taking prior to the time services are rendered by SAMHD.
- 3.7. To provide Medicaid, CHIP or other third-party insurance information on PCI enrollees to the SAMHD, and to make every effort to encourage enrollment of potential eligible children to third party funding program.
- 3.8. To certify that all costs herein provided for reimbursement to SAMHD are allowable costs under the grant guidelines under which PCI operates.
- 3.9. To pay for services rendered by SAMHD, on a monthly basis, in accordance with the provisions contained in Section VI.
- 3.10. To designate a staff member of PCI to coordinate appointments with SAMHD staff. PCI will notify SAMHD staff at least 24 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, 2005, and shall terminate January 31, 2006 unless extension or earlier termination shall occur pursuant to the terms of this contract.

#### **V. LOCATION**

- 5.1. Services to be provided under this agreement will be provided at the appropriate PCI Head Start Center or SAMHD Clinic Facility as agreed upon by mutual consent of the City and PCI. The type of services to be provided by SAMHD shall dictate at which location said services are to be administered.
- 5.2. In the event PCI enrollee needs to be transported to a specific location to receive a certain service, PCI shall arrange for said transportation.



- 5.3 To ensure an environment that is conducive to providing health screenings for all PCI enrollees at PCI sites, PCI shall provide the following: 1 horizontal beam scale, as specified by the U. S. Department of Health and Human Services; 2 exam tables; 2 rooms that will provide privacy for performing unclothed physical exams, 1 room with a sink for performing lab procedures and 1 room for Vision and Hearing Screening which meets TDH standards for a vision and hearing screening environment. In the event the scale or exam tables need to be transported to a specific PCI location, PCI shall arrange for said transportation before the examinations are scheduled.

## **VI. BILLING**

- 6.1 PCI shall pay City thirty-seven dollars (\$37.00) per physical examination performed on each PCI enrollee.
- 6.2 PCI shall pay City two dollars (\$2.00) per dental screening and twenty dollars (\$20.00) per dental clinic visit performed on each PCI enrollee.
- 6.3 PCI shall pay City ten dollars (\$10.00) per TB Skin Test performed on each PCI volunteer.
- 6.4 SAMHD will bill PCI on a monthly basis for services provided.
- 6.5 SAMHD will bill Medicaid, CHIP or other third party payors and retain proceeds for use in providing services for all health screening, physical and dental services performed on children who are Medicaid recipients, CHIP recipients, or who are covered by other third party payors. The City will not bill PCI the thirty-seven dollar (\$37.00) physical exam fee and the twenty dollar (\$20.00) dental clinic visit fee for each PCI enrollee under this agreement on whom the City is able to collect from a third party payor.
- 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.
- 6.7 In order to cover the direct cost of City staff committed to these services, PCI shall pay City sixty dollars (\$60.00) for every scheduled half-day clinic session that is cancelled with less than 24 hours notice.

## **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 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 thereof, 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 rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

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

### **XIV. ACCESS TO RECORDS**

- 14.1 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 City and PCI hereby agree to maintain the confidentiality of any record directly related to or generated as a result of this agreement in accordance with all Local, State and Federal laws.

### **XVII. SUBSTANTIAL INTEREST**

- 17.1. PCI acknowledges that it is informed that Texas law prohibits contracts between City and any local public official such as a City officer or employee, and that the prohibition extends to any officer or

employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity.

- 17.2. PCI certifies, and this agreement is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the CITY or any of its agencies, boards or commissions.

#### **XVIII. DEBARMENT**

- 18.1. PCI certifies that PCI is not debarred from entering into this agreement as defined by federal debarment guidelines.

#### **XIX. NOTICES**

- 19.1 For purposes of this agreement, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

#### **CITY**

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

and

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

#### **PCI**

Parent/Child Incorporated  
Attention: Blanche A. Russ-Glover  
P.O. Box 830407  
San Antonio, Texas 78283-0407

#### **XX. FULL AGREEMENT**

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

#### **XXI. AUTHORITY**

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

#### **XXII. SEVERABILITY**

- 22.1. In case any one or more of the provisions contained this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XXIII. CAPTIONS**

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

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2005 to be effective February 1, 2005.

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Frances A. Gonzalez  
Assistant City Manager

\_\_\_\_\_  
Date

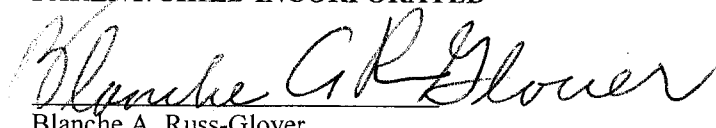
ATTEST:

\_\_\_\_\_  
Leticia M. Vacek  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Martin  
City Attorney

**PARENT/CHILD INCORPORATED**

  
\_\_\_\_\_  
Blanche A. Russ-Glover  
Chief Executive Officer

\_\_\_\_\_  
Date

## CHILD HEALTH RECORD: FORM 3, SCREENINGS, PHYSICAL EXAMINATION/ASSESSMENT

PART I. TO BE COMPLETED BY HEAD START  
STAFF OR HEALTH CARE PROVIDER BEFORE  
PHYSICAL EXAMINATION/ASSESSMENT

CHILD'S NAME: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

HEAD START CENTER: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## 1. RELEVANT INFORMATION (from Health History, Parent/Teacher Observations):

2. SCREENING TESTS. Starred items (\*) are required by Head Start and recommended by the American Academy of Pediatrics for children 3-5 years. Enter dates if done previously. When recording results, enter at a minimum "N", "S", or "A" for NORMAL, SUSPECT, OR ATYPICAL/ABNORMAL, respectively.

TEST	DATE	RESULTS	TEST	DATE	RESULTS
a. PRESENT AGE*		____ Yrs., ____ Mos.	g. VISION (Type of Test)*		
b. HEIGHT (no shoes, to nearest 1/8 in.)*			ACUITY, R/L		
c. WEIGHT (light clothing to nearest 1/4 lb.)*			RESCREENING		
d. BLOOD PRESSURE			STRABISMUS		
e. HEMATOCRIT or HEMOGLOBIN*			COMMENTS		
f. HEARING (Type of Test)*			h. OTHER TESTS (If Indicated)		
RESULTS, R/L			(1) TB		
RESCREENING			(2) Sickle Cell		
COMMENTS			(3) Lead		
			(4) Ova & Parasites		
			(5) Urinalysis		
			(6) Other		

## 3. PHYSICAL EXAMINATION/ASSESSMENT. Complete and return top three copies to Head Start.

	NORMAL FOR AGE	ABNOR- MAL	NOT EVAL	COMMENTS (Use Additional sheet if necessary)
a. GENERAL APPEARANCE				
b. POSTURE, GAIT				
c. SPEECH				
d. HEAD				
e. SKIN				
f. EYES: (1) External Aspects				
(2) Optic Fundiscopic				
(3) Cover Test				
g. EARS: (1) External & Canals				
(2) Tympanic Membranes				
h. NOSE, MOUTH, PHARYNX				
i. TEETH				
j. HEART				
k. LUNGS				
l. ABDOMEN (include hernia)				
m. GENITALIA				
n. BONES, JOINTS, MUSCLES				
o. NEUROLOGICAL/SOCIAL				
(1) Gross Motor				
(2) Fine Motor				
(3) Communication Skills				
(4) Cognitive				
(5) Self-Help Skills				
(6) Social Skills				
p. GLANDS (Lymphatic/Thyroid)				
q. MUSCULAR COORDINATION				
r. OTHER				

## s. GENERAL STATEMENT ON CHILD'S PHYSICAL STATUS:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 4. FINDINGS, TREATMENTS, AND RECOMMENDATIONS

ABNORMAL FINDINGS/DIAGNOSIS	TREATMENT PLAN	RECOMMENDED FOLLOW-UP OR RESULTS (Initial when complete)	DATE
a.			
b.			
c.			
d.			

PART II. TO BE COMPLETED BY HEALTH CARE PROVIDER  
DURING AND AFTER PHYSICAL EXAMINATION/ASSESSMENT

**CHILD HEALTH RECORD:**

(COMPLETE AT  
INTERVIEW)

**PART I. TO BE COMPLETED BY HEAD START STAFF**

**PART II. TO BE COMPLETED BY DENTAL CARE PROVIDER**

CHILD'S NAME: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_  
HEAD START CENTER: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

1. IS THE CHILD NOW RECEIVING:  
Topical Fluoride Application? No \_\_\_\_\_ Unknown \_\_\_\_\_ Yes \_\_\_\_\_  
Fluoridated water? No \_\_\_\_\_ Unknown \_\_\_\_\_ Yes \_\_\_\_\_  
Fluoride Supplement diet? No \_\_\_\_\_ Unknown \_\_\_\_\_ Yes \_\_\_\_\_  
(tablets \_\_\_\_\_, liquid \_\_\_\_\_)

2. DOES THE CHILD HAVE ANY TROUBLE WITH TEETH, GUMS, OR MOUTH THAN THE PARENT KNOWS ABOUT?

3. CHILD (\_\_\_ HAS, \_\_\_ HAS NOT) PREVIOUSLY SEEN A DENTIST.  
Dentist's name \_\_\_\_\_ Date last visit \_\_\_\_\_

4. CHILD (\_\_\_ IS, \_\_\_ IS NOT) UNDER A PHYSICIAN'S CARE.  
Physician's name \_\_\_\_\_

5. CHILD (\_\_\_ IS, \_\_\_ IS NOT) RECEIVING MEDICATION.  
Type \_\_\_\_\_

- | 6. CHILD IS REPORTED TO HAVE (Give details or attach Health History, Form 2A). |       |       |                    |       |       |
|--|-------|-------|--------------------|-------|-------|
|  | YES   | NO    |                    | YES   | NO    |
| Allergies  | _____ | _____ | Liver Dis.         | _____ | _____ |
| Asthma   | _____ | _____ | Rheumatic Fever    | _____ | _____ |
| Bleeding   | _____ | _____ | Sickle Cell Dis.   | _____ | _____ |
| Diabetes   | _____ | _____ | Other (List Below) | _____ | _____ |
| Epilepsy   | _____ | _____ |                    |       |       |
| Heart/Vascular Dis.  | _____ | _____ |                    |       |       |




7. SOURCE OF REIMBURSEMENT OR SERVICES

- ☐ EPSDT/Medicaid  
☐ Federal, State, or local Agency

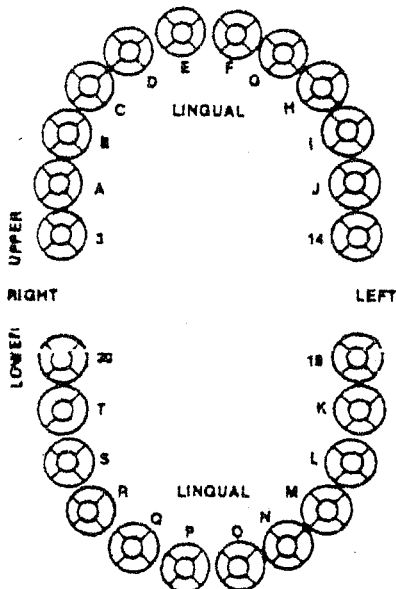
- ☐ Head Start  
☐ In-kind Provider  
☐ Parents/Guardians  
☐ Other (3rd Party)

- ### 8. PRIORITY GROUP

- ☐ A. Needs Attention Immediately  
☐ B. Needs Attention Soon  
☐ C. Needs Routine Care

9. ORAL CONDITIONS BEFORE TREATMENT: missing ()  
decayed () or filled (); indicate restorations you perform in Item 10.

10. EXAMINATION AND TREATMENT RECORD (List recommended services in order).

[illegible]

11. DENTAL NEEDS (Check one or more and return 3 copies to Head Start after first visit).

- ☐ A. TREATMENT (restoration, pulp therapy, extraction)      ☐ B. CLEANING      ☐ C. FLUORIDE
- ☐ D. OTHER      ☐ E. NO PROBLEMS

Approximate number of visits \_\_\_\_\_ . Approximate cost \_\_\_\_\_

12. CHILD ORAL HEALTH SUMMARY (Complete and return 2 copies to Head Start after final visit).

All planned treatment ( \_\_\_ is, \_\_\_ is not) complete. If not, explain here, as well as items checked.

- |                             |  |                             |                          |                             |                           |
|-----------------------------|--|-----------------------------|--------------------------|-----------------------------|---------------------------|
| <input type="checkbox"/> a. | Routine recall visits                  | <input type="checkbox"/> c. | Dietary problem(s)       | <input type="checkbox"/> e. | Harmful oral habits       |
| <input type="checkbox"/> b. | Special home emphasis,<br>oral hygiene | <input type="checkbox"/> d. | Developmental problem(s) | <input type="checkbox"/> f. | Needs fluoride supplement |

I certify that I have completed the service(s) listed in Part II, Item 10, and that itemized charges do not exceed my usual and customary fees.

Signature \_\_\_\_\_ Date \_\_\_\_\_

SAN ANTONIO METROPOLITAN HEALTH DISTRICT  
PCI CHILD MEDICAL HISTORY

Child's Name		DOB	
(First)	(Middle)	(Last)	

Please answer all of the following questions, in ink pen, by circling YES or NO and give an explanation if necessary.

- |   |     |    |
|---|-----|----|
| 1. Has your child ever had a serious injury (burns, broken bones) or illness (asthma, seizures, frequent ear infections)?<br>If YES, explain: _____<br>_____          | YES | NO |
| 2. Have you ever been told your child has a heart murmur?<br>If YES, explain: _____<br>_____  | YES | NO |
| 3. Has your child ever been hospitalized or had any kind of surgery?<br>If YES, explain: _____<br>_____   | YES | NO |
| 4. Does your child have any allergies to foods, medications, or insects?<br>If YES, explain: _____<br>_____   | YES | NO |
| 5. Is your child taking any medications on a regular basis?<br>If YES, explain: _____<br>_____  | YES | NO |
| 6. Has there been any changes in the child's family life?<br>If YES, explain: _____<br>_____  | YES | NO |
| 7. Does anyone in the child's family have diabetes, epilepsy, asthma, or other chronic condition?<br>If YES, List condition and relationship to child: _____<br>_____ | YES | NO |
| 8. Do you have any concerns regarding your child?<br>If YES, explain: _____<br>_____  | YES | NO |
| 9. Does your child have a primary care physician?<br>If YES, what is his or her name?: Dr. _____  | YES | NO |

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_



DISTRITO METROPOLITANO DE SALUD DE SAN ANTONIO  
HISTORIA MÉDICA DEL NIÑO DE P.C.I

Nombre del Niño	(Primero)	(Segundo)	(Apellido)	Fecha de Nacimiento
-----------------	-----------	-----------	------------	---------------------

Por favor de contestar todas las preguntas, **con pluma**, encerrando en un círculo SÍ o NO y de una explicación si es necesario.

- |   |    |    |
|---|----|----|
| 1. ¿En cualquier tiempo ha tenido su niño una herida (camado, hueso roto) o enfermedad seria (asma, epilepsia, infección de oído)?<br>Si responde que SÍ, explique: _____ | SÍ | NO |
| _____   |    |    |
| 2. ¿En cualquier tiempo le han dicho que su niño tiene un soplo cardíaco?<br>Si responde que SÍ, explique: _____  | SÍ | No |
| _____   |    |    |
| 3. ¿En cualquier tiempo ha estado su niño internado o ha tenido alguna cirugía?<br>Si responde que SÍ, explique: _____  | SÍ | No |
| _____   |    |    |
| 4. ¿Su niño tiene cualquier alergia a comidas, medicinas, o insectos?<br>Si responde que SÍ, explique: _____  | SÍ | NO |
| _____   |    |    |
| 5. ¿Su niño está tomando alguna medicina regularmente?<br>Si responde que SÍ, explique: _____   | SÍ | NO |
| _____   |    |    |
| 6. ¿Ha tenido cambios en la vida de cada día en la familia del niño?<br>Si responde que SÍ, explique: _____   | SÍ | NO |
| _____   |    |    |
| 7. ¿Hay alguna persona en la familia del niño que tiene diabetes, epilepsia, asma, o otra condición crónica?<br>Si responde que SÍ, explique: _____                       | SÍ | NO |
| _____   |    |    |
| 8. ¿Tiene cualquier preocupación sobre su niño?<br>Si responde que SÍ, explique: _____  | SÍ | NO |
| _____   |    |    |
| 9. ¿Tiene su niño médico primario o privado?<br>Si responde que SÍ, ¿Qué es el nombre?: Doctor _____  | SÍ | NO |

Firma de Padre/Guardián: \_\_\_\_\_

Fecha: \_\_\_\_\_