



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: December 18, 2019

- Purpose: [] Presentation/Report [] Recognition [] Discussion/ Possible Action
[] Closed/Executive Session [] Work Session [] Discussion Only [X] Consent

From: Diane Olivo, Health Service Coordinator

Item Title: Approve Memorandum of Understanding (MOU) with City of San Antonio (Miles for Smiles)

Description: The primary goal of the MOU is to provide evidenced-based oral preventative care on-site in the District's school campuses. This will all be funded by the Medicaid Waiver. They will bring on to school campuses for participating students, the following: dentists, dental hygienists, dental support staff, portable dental equipment, and dental supplies. The team will be facilitating continued education via written materials for the purposes of outreach, and referrals as needed.

Historical Data: This will be the 4th year the district partners with the MOU.

Recommendation: Approve the MOU

District Goal/Strategy:

Strategy 5 We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount: N/A

APPROVED BY: SIGNATURE DATE
Chief Officer: [Signature] 12.11.19
CFO Funding Approval:
Superintendent: [Signature] 12.11.19



SANTONIO INDEPENDENT SCHOOL DISTRICT
San Antonio, Texas

TRANSMITTAL FORM

TO: Dolores Sendejo
Superintendent of Schools

FROM: Diane Olivo BSN, RN
Health Services Coordinator

VIA: Denise Orosco
Executive Director of Student Support Services

DATE: December 3, 2019

SUBJECT: *Memorandum of Understanding with City of San Antonio (Miles of Smiles)*

The attached is Memorandum of Understanding between the City of San Antonio Metropolitan Health District and South San ISD Health Services. Its primary goal is to provide evidenced-based oral preventative care on site in the District's school campuses. This all will be funded by the Medicaid Waiver. They will bring on to school campuses for participating students, the following: dentists, dental hygienists, dental support staff, portable dental equipment, and dental supplies. Finally, the team will be facilitating continued education via written materials for the purposes of outreach, and referrals as needed. If this MOU has your approval, please sign and return to the Division of Student Support Services for dissemination.

Enclosure *Memorandum of Understanding between the City of San Antonio Metropolitan Health District and South San Antonio ISD*

ROUTE APPROVAL

Director:

Executive Director:

Chief Officer:

SIGNATURE

[Handwritten signature]

[Handwritten signature]

DATE

12/4/19

12/4/19

(Each person signing this form will receive a copy for their files)

City of San Antonio
Metropolitan Health District
111 Soledad, 10th Floor
San Antonio, Texas 78205

South San Antonio Independent School District
5622 Ray Ellison
San Antonio, Texas 78242

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the South San Antonio Independent School District (District), which is an Independent School District organized under Education Code Chapter 11, and the City of San Antonio (City), a Texas Municipal Corporation on behalf of the San Antonio Metropolitan Health District (Metro Health) (hereinafter collectively referred to as the Parties).

WHEREAS, oral health is one of six areas of focus in Metro Health's Medicaid 1115 Waiver Demonstration Program; and

WHEREAS, through the evidence-based Oral Health Prevention Program's Miles of Smiles (Program), supported by funding from the Medicaid Waiver, Metro Health and District staff will collaborate to deliver preventive oral health services onsite in the District's school campuses; and

WHEREAS, the intent of this non-binding document is to define the roles of the District and Metro Health in the delivery of diagnostic and preventive dental services through the Program;
NOW THEREFORE:

I. Purpose

1.1 The purpose of this MOU is to set forth the understanding between Metro Health and the District regarding the provision of preventive dental services on school campuses through the Program throughout the District.

II. Term

2.1 This MOU becomes effective on October 1, 2019 and will terminate on September 30, 2021. Either party may terminate this MOU upon written notice to the other party.

III. Joint Acknowledgements

3.1 The Parties understand that the City expects to pay all activities of this MOU from funds received through the Medicaid 1115 Waiver Program. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's activities under the terms of this MOU, then this MOU will terminate.

3.2 The District and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

3.3 THE DISTRICT AND THE CITY ACKNOWLEDGE THEY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, ET SEQ., AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.

3.4 Metro Health intends to coordinate with designated District staff to develop a district wide service plan for delivery of preventive dental care through the Oral Health Prevention Program.

3.5 Metro Health intends to provide the dentists, dental hygienists, dental support staff: portable dental equipment, and dental supplies for the participating children. Only children for whom a properly signed parental permission form has been executed may participate.

3.6 Preventive dental services provided through the Program may include, but are not limited to: limited oral evaluation (performed by a licensed dentist), data collection, application of dental sealants and fluoride varnish when appropriate. Written materials will be distributed for the purposes of outreach, education, and referral, which may include a list of dental resources for follow-up treatment. It should be noted that a dental screening (limited oral evaluation) does not constitute or take the place of a regular dental checkup, which shall be explained on the parental permission form or in materials distributed with the form.

IV. Roles of the District

District intends to:

4.1 Designate a member of its staff to serve as the primary point of contact person for coordination of services offered through the Program.

4.2 Facilitate distribution of, in advance, parental permission form and informational materials provided by Metro Health and shall assist with promoting the health benefits of the Program, encourage student participation, and provide ongoing guidance to Program staff regarding maximization student participation/resources.

4.3 The District intends to grant access to the agreed upon facility and provide a suitable location for the provision of preventive dental services including electrical outlets, access to a water source and access to restroom facilities. As available, the District will provide additional staff and/or volunteers to assist with facilitating the program.

4.4 Collect and make available to the Metro Health dental team the signed parental permission forms.

4.5 Participate in City's evaluation and reporting activities for the Regional Healthcare Partnership for Region 6 upon request from City.

4.6 Not assess any fees to families of participating students or any third-party payer.

4.7 District understands that Metro Health may coordinate with the University of Texas Health Science Center Dental School to support service learning rotations for post-doctoral students of the Dental Public Health Residency Program and the Pediatric Dentistry Program, as well as dental hygiene students and pre-doctoral dental students of the University. This may include designated faculty from the UT Health Science Center Dental School that may also assist with on-site supervision for students of the University.

V. Roles of the City

City intends to:

5.1 Coordinate with District staff to implement the City's Oral Health Prevention Program, which aims to improve the oral health of children enrolled in early education and elementary school campuses throughout the District. Metro Health will develop a service plan in collaboration with designated District staff to support provision of on-site diagnostic and preventive dental services on eligible campuses throughout the District. Specific roles of Metro Health include, but are not limited to:

- a. Provision of diagnostic and preventive dental services such as dental sealants and fluoride varnish applications;
- b. Providing age-appropriate oral health education for individuals and/or in a group setting;
- c. Providing written results of limited oral evaluations;
- d. Documenting all preventive services prescribed by Metro Health community health dentists, as well as each preventive service provided by Program staff;
- e. Providing written documentation for parents and caregivers of participating children including results of clinical examination, recommended treatment and dental care provided;
- f. Providing case management services for children identified with urgent dental needs; and
- g. Assisting families in need gain access to additional oral health resources and programs available in the community such as Medicaid, CHIP and/or Title V Maternal Child Health and Dental Block Grant.

5.2 Metro Health intends to provide all aspects of the Oral Health Program operations and will provide personnel involved in the delivery of dental care as well as all Program supplies, materials and equipment.

5.3 Metro Health Community Health Dentists intend to act as clinical supervisor during the delivery of dental care. Specific roles include:

- a. Providing general supervision of all Registered Dental Hygienists working with the

- Program;
- b. Ensuring that rules and regulations as outlined by the Texas State Board of Dental Examiners are observed by all parties;
 - c. Ensuring that outreach clinic facilities and treatments provided meet or exceed the guidelines/standards outlined in Metro Health policies, procedures and protocols; and
 - d. Consult with Program staff to provide prescriptions for medication required to treat children identified with acute dental infections.

5.4 Upon request of the District's Student Health Services, Metro Health intends to provide content area expertise in oral health and professional support to the District to address ongoing and emerging oral health issues of students. As able, Metro Health will:

- a. Provide training and technical assistance regarding implementation and operation of the Oral Health Prevention Program.
- b. Provide guidance and consultation regarding other oral health concerns affecting students enrolled in the District.

5.5 Metro Health intends to coordinate with the University of Texas Health Science Center Dental School for support service learning rotations for post-doctoral students of the Dental Public Health Residency Program and the Pediatric Dentistry Program, as well as dental hygiene students and pre-doctoral dental students of the University.

VI. Requests for Documents and Confidentiality

6.1 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002{a}, public information means information that is collected, assembled or maintained under a law or ordinance or in connection with, the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Each Party shall comply with its obligations under Chapter 552 of the Texas Government Code and shall communicate and cooperate with the other parties to the extent reasonably necessary in order to coordinate responses to requests for public information pertaining to documents that are in its possession pursuant to this MOU. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

6.2 Student Information: The Parties acknowledge that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by the District, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC§ 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. The District has determined that the City has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the District's students who receive services contemplated by this MOU, and that the

City is the agent of the District solely for the purposes of this MOU. Both parties shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of this MOU, and upon such termination, the City will return to the District all District student records, documentation, and other District items that were received, accessed, used, or controlled by the City pursuant to this MOU.

VII. Notice

7.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:

Jennifer Herriott, MPH
Interim Director of Health
San Antonio Metropolitan Health District
111 Soledad 10th Floor
San Antonio, Texas 78205

If to the District:

Superintendent
South San Antonio ISD
5622 Ray Ellison
San Antonio, Texas 78242

VII. Applicable Law

8.1 THIS MOU SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL ROLES OF THE PARTIES ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

8.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this MOU shall be heard and determined in the City of San Antonio, Bexar County, Texas.

IX. Entire Understanding

9.1 This MOU, together with its exhibits, if any, constitute the final and entire understanding between the parties hereto.

CITY OF SAN ANTONIO

DISTRICT

Jennifer Herriott, MPH
Interim Health Director
San Antonio Metropolitan Health District

Superintendent
South San Antonio Independent School District

Date

Date

APPROVED AS TO FORM:

City Attorney