

SSAISD BOARD AGENDA - ITEM SUMMARY

MEETING DATE:	December 18, 2013
MEETING TYPE:	<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL
ITEM TITLE:	University Health System Agreement with the SSAISD Head Start Program
PURPOSE:	<input type="checkbox"/> RECOGNITION <input type="checkbox"/> REPORT ONLY <input type="checkbox"/> DISCUSSION <input checked="" type="checkbox"/> ACTION
PRESENTER(S):	Veronica Bacigalupo
REQUESTED BY:	SSAISD Head Start Program

I. DESCRIPTION OF ITEM TO INCLUDE YOUR SPECIFIC REQUEST:

The SSAISD Head Start Program presents an agreement between SSAISD and the Bexar County Hospital District d/b/a University Health System (UHS) and asks the SSAISD School Board for approval of this agreement. The SSAISD Head Start Program is responsible for providing certain medical services to Head Start children in order to meet Head Start obligations (e.g., hemoglobin and lead screenings). UHS can provide these services.

II. BACKGROUND INFORMATION (DOCUMENTATION):

The Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) service is Medicaid's comprehensive preventive child health service (medical, dental, and case management) for individuals from birth through 20 years of age. In Texas, EPSDT is known as Texas Health Steps, which includes the preventive care components, or Early and Periodic Screening (EPS), of the total EPSDT service.

III. ALTERNATIVES CONSIDERED (IF APPLICABLE):

IV. RECOMMENDATION AND IMPACT:

By partnering with UHS, SSAISD Head Start will meet the requirements for all screenings as determined by Texas' Medicaid Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program. The information, as outlined on the Texas Health Steps Medical Checkups Periodicity Schedule for Infants, Children, and Adolescents, will help SSAISD Head Start better serve its students in the health area.

V. DISTRICT GOAL AND CORRESPONDING DEPARTMENTAL INITIATIVE:

This agreement will show that SSAISD Head Start works in partnership with local health systems to service all Head Start enrolled children as per the EPSDT requirements for Medicaid-eligible children. EPSDT is a standard of well child care.

VI. FUNDING SOURCE-PROGRAM AND/OR BUDGET CODE:

SHS Head Start Program

**SOUTH SAN ANTONIO ISD
HEAD START SERVICES AGREEMENT
Contract # 130327**

This Agreement is made and entered into on this _____ day of _____, 201____, between **Bexar County Hospital District d/b/a University Health System** (“Health System”), a political subdivision of the State of Texas, and **South San Antonio ISD** (“SSAISD”).

RECITALS

1. The US Department of Health and Human Services Office of Head Start has awarded SSAISD funds to serve 288 children living within the SSAISD service area.
2. SSAISD must provide certain medical services for the children in its program to fulfill its Head Start obligations.
3. SSAISD desires to secure medical support services from the Health System to facilitate well-child examinations as well as hemoglobin and lead screenings.
4. The Health System is qualified and has agreed to provide the services contemplated hereunder; and
5. SSAISD has agreed to reimburse the Health System for these services for unfunded (uninsured) patients to the extent of approved, available grant funding, as provided herein.

ARTICLE I - PURPOSE

- 1.01 The purpose of this Agreement is to provide direct medical support services for SSAISD Head Start enrollees.
 - a. The Health System will distribute information to SSAISD for its Head Start enrollees to make an appointment for well-child examinations.
 - b. Health System will provide well-child exams for funded and unfunded clients by appointment at one of the Health System’s Preventive Health Clinics.
 - c. The Health System will perform lead and hemoglobin testing for Head Start enrollees at an agreed upon date and time at Head Start facilities.
 - d. Health System will bill appropriate payer per child. Unfunded (uninsured) patients will be billed to SSAISD.

ARTICLE II - TERM

- 2.01 This agreement shall be for seven (7) months, effective July 1, 2013 – January 31, 2014 (the “Original Term”). This agreement shall automatically renew for up to two successive one (1) year terms (each a “Renewal Term”) unless terminated in accordance with the provisions herein.
- 2.02 This Agreement may be terminated by either party hereto upon sixty (60) days written notice to the nonterminating party.
- 2.03 This Agreement may be terminated by SSAISD in the event of loss of funding. This Agreement may be terminated for breach of any material terms or conditions of this Agreement by either party, which breach is not corrected within ten (10) calendar days after written notice thereof is given to breaching party.

ARTICLE III - SERVICES

- 3.01 The Health System agrees to make available and to provide medical support services for SSAISD to fulfill its obligations under the Head Start Program as detailed herein.
- 3.02 Specifically, the Health System agrees to:
 - a. Make available a Registered Nurse (RN) who is Texas Health Steps certified, to perform the well-child examination for children who are unfunded or have Medicaid coverage. Health System agrees to perform well-child examinations for up to 25 unfunded children.
 - b. The Health System will provide a Medical Doctor to perform the well-child examination for children with third-party private insurance coverage (per insurance regulations).
 - c. The Health System will provide one (1) Medical Assistant and one (1) Patient Care Attendant to travel to each SSAISD Head Start site to perform hemoglobin and lead screenings at prearranged, mutually agreed upon dates and times (with two weeks notice). Health System will perform lead and hemoglobin testing on up to 288 children.
 - d. SSAISD will ensure the following prior to the Health System providing the onsite lead and hemoglobin testing:
 - 1. Parent and/or Guardian must be notified in advance that their child will have blood work performed.
 - 2. SSAISD will be responsible for securing any written consent from the Parent and/or Guardian for the Health System to perform blood work.

3. SSAISD will provide the Health System space at each Head Start site to perform blood work.
- 3.04 Monitoring. SSAISD and Health System shall comply with the Head Start Performance Standard 1304.20 Child Health and Development Services.

ARTICLE IV – BILLING

- 4.01 The Health System will provide a detailed invoice to SSAISD on a monthly basis for services provided to unfunded enrollees.
- 4.02 All invoices will be directed to:

South San Antonio ISD
Accounts Payable
5622 Ray Ellison Drive
San Antonio, TX 78242

ARTICLE V – CONSIDERATION

- 5.01 Health System will bill for services provided in accordance with the Fee Schedule set out in Attachment A.
- 5.02 SSAISD shall remit payment within thirty (30) days of receipt of invoice, payable by check drawn against current funds, made payable to Health System and forwarded to:

University Health System
Accounts Receivables
355-2 Spencer Lane
San Antonio, TX 78229

ARTICLE VI - NOTICES

- 6.01 Notices given hereunder by either party to the other shall be effected in writing either by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses below, until and unless such party changes the specified address by written notice to the other:

If to Health System:	George B. Hernández, Jr. President/Chief Executive Officer University Health System 4502 Medical Drive San Antonio, Texas 78229-4493
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Copy to: Theresa DeLaHaya
Sr. Vice President, Community Health &
Clinical Preventive Programs
University Health System
701 So. Zarzamora
San Antonio, Texas 78207

Copy to: Roberto Villarreal, MD, MPH
Vice President, Community Initiatives
And Translational Research
University Health Center –
Robert B. Green Campus
903 W. Martin, MS 45-2
San Antonio, TX 78207

If to SSAISD: Veronica Bacigalup, Head Start Director
South San Antonio ISD
5622 Ray Ellison Drive
San Antonio, TX 78242

ARTICLE VII - HIPPA

- 7.01 This Agreement shall not be construed to establish a “business associates” relationship as defined in and for purposes of the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto (collectively “HIPAA” herein). The parties agree that confidential health or medical information (hereinafter referred to as "Protected Health Information" or "PHI") is subject to protection under, and it is the intent of the parties to be in full compliance with, state and federal law, including applicable provisions of HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), its related regulations, and all applicable state privacy and security laws related to access of PHI by the parties.
- 7.02 Each party shall have implemented and shall maintain such safeguards as are necessary to ensure that the PHI is not used or disclosed by that Party except as is provided in this Agreement and any referenced documents.

ARTICLE VIII – GENERAL PROVISIONS

- 8.01 **Independent Contractor.** The Health System shall provide services pursuant hereto as an independent contractor. This Agreement does not create an employment relationship, partnership or joint venture between Health System, its subcontractors or employees and SSAISD.

- 8.02 **Liability For Claims.** Health System is a political subdivision of the State of Texas and is subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas 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.
- 8.03 **Governing Law.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas (except to the extent of federal law preemption) and venue shall be in Bexar County, Texas.
- 8.04 **Legal Construction.** In case any one or more of the provisions contained in 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.
- 8.05 **Assignment.** This Agreement is non-assignable. Any attempt to assign or transfer this Agreement or any interest of this Agreement by any party without the prior written consent of the other party is void.
- 8.06 **Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA (the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto - collectively "HIPAA" herein) and other applicable laws relating to the security or confidentiality of PHI. Upon either party's request, the parties agree to promptly enter into negotiations with each other concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Failure to enter into negotiations may be considered a material breach of this agreement.
- 8.07 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
- 8.08 **Representation and Construction.** By executing this Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel, and review and

consider the terms of the Agreement. The parties acknowledge that counsel for the Health System prepared this Agreement for convenience only, and no rule of construction or interpretation shall apply to favor either party as a result of counsel for the Health System having prepared the Agreement.

8.09 Entire Agreement. This Agreement constitutes the final and entire agreement between the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties unless same is in writing dated subsequent to the date hereof, and duly executed by the parties.

EXECUTED THE DATE FIRST WRITTEN ABOVE.

**Bexar County Hospital District
d/b/a University Health System**

**South San Antonio
Independent School District**

George B. Hernández, Jr.
President/Chief Executive Officer

Veronica Bacigalup
Head Start Director

Approved as to form for Health System:

Griselda Sánchez
Associate General Counsel



University Health System

Head Start
Menu of Services
2013
Attachment A

Category	Cost	Detail
Personnel Cost	\$25.00/hour	UHS will provide one Medical Assistant and one Patient Care Attendant for hemoglobin and lead testing
Hemoglobin Screen	\$4.50/child	Screening will be completed at an agreed upon date and site
Lead Screen	\$7.50/child	Screening will be completed at an agreed upon date and site
Service Fee	\$10.00/child	This fee includes the cost of coordination and navigation services. The fee will be applied only once per child per year for any blood work (not for the well-child exam)
Texas Health Step Exam/ Early Periodic Screening, Diagnosis, and Treatment (well-child exam)	\$82.00/child	Exams will be conducted at one of University Health System's Preventive Health Clinics by appointment. Fee will be assessed if client is found to have no other coverage.