



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: September 20, 2023

Agenda Section: Consent

Agenda Item Title: Approve the Memorandum with City of San Antonio (Miles of Smiles)

From/Presenters: Millicent Marcha, Chief Academic Officer  
Diane Olivo, RN, BSN, Health Services Coordinator

Description: : The attached is a Memorandum of Understanding between the City of SAn Antonio Metropolitan Health District and South SAn ISD Health Services. Its primary goal is to provide evidence-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 the school campuses for participating students the following: dentist, dental hygienists, dental support staff, portable dental equipment, and dental supplies. Finally, the team will be facilitating continued education via written materials for the purpose of outreach, and referrals as needed. The agreement is to be for a period of two years extended upon the agreement of the parties.

Historical Data: South San Antonio ISD has an ongoing agreement and it needs its two-year renewal.

Recommendation: Approve the Memorandum of Understanding between COSA (Miles of Smiles) and SSAISD.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: N/A

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

City of San Antonio  
Metropolitan Health District  
100 W. Houston St., 14<sup>th</sup> 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 for Metro Health 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 October 1, 2023 and will terminate on September 30, 2025. 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 provide 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 workers 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 of 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.

4.8 The District intends to provide a roster of students receiving services or will assist City in creating a roster. The roster shall not contain any student's PHI. The District, through the school nurse or liaison, intends to lock and secure the roster of children receiving services. In the event there is a breach of the student's PHI, the District's school nurse or liaison will be alerted by Metro Health. The District's school nurse or liaison will provide the students information to Metro Health for the purpose of notifying the student's parents of the breach.

4.9 District intends to assist Metro Health in conducting yearly assessment surveys for partners and parents. In the first year covered by this MOU, the surveys will be sent to parents of participating students. The parent assessment surveys may be distributed in the following formats: in person or phone interviews, focus groups, electronic links set via email, text or QR code, paper formats, or other assessment instruments. In the second year, the surveys will be sent to parents of participating students and partners. The partner needs assessment surveys may be distributed in the following formats: electronic links, paper forms, phone interviews, or other assessment instruments.

## **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 with gaining 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:

- h. Providing general supervision of all Registered Dental Hygienists working with the Program;
- i. Ensuring that rules and regulations as outlined by the Texas State Board of Dental Examiners are observed by all parties;
- j. Ensuring that outreach clinic facilities and treatments provided meet or exceed the guidelines/standards outlined in Metro Health policies, procedures and protocols; and
- k. Consulting 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:

- l. Provide training and technical assistance regarding implementation and operation of the Oral Health Prevention Program; and
- m. 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.

5.6 Metro Health intends to obtain or create roster of students receiving services, noting which students have returned consent forms to Metro Health, that will be continuously updated as new consent forms are returned. Metro Health will provide District with the student roster to be locked and secured by school nurse or liaison. In the event there is a breach of the student's PHI, Metro Health intends to contact the District's liaison to inform the District of the breach and obtain the student's information for the purpose of notification to the student's parents.

5.7 Metro Health intends to draft the yearly assessment surveys given to parents and partners and provide those assessment surveys to the District for distribution. Metro Health will share any

necessary data with the District as requested. Metro Health's Miles of Smiles Program staff will analyze and report on survey results to community partners, Metro Health Leadership, and Performance Improvement Teams.

## **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. Therefore, if District receives inquiries regarding documents within its possession pursuant to this Contract, District shall within twenty-four (24) hours of receipt by the designated officer in the District's Human Resources Department who handles public information requests ("designated public information liaison") forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the District shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of District's designated public information liaison's receipt of such request 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 Confidentiality. The Parties understand that data will be used in the evaluation process of this project to protect the identity of individual respondents, a number of safeguards are put in place, to wit (1) data will be presented in the aggregate with summaries of items and scales; and (2) published reports will not include names of participating students. Further, unless disclosure is authorized by the City, District agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this MOU. District shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, District shall give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. District shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with District's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the City's, State's, or their authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this MOU. Upon termination or expiration of this MOU, District shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein eluding those pertaining to information transmitted orally) shall survive the

termination of this MOU. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

## **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:

City of San Antonio  
Health Director  
San Antonio Metropolitan Health District  
100 W. Houston St., 14<sup>th</sup> Floor  
San Antonio TX, 78205

If to the District:

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

## **VIII. 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**

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Claude A. Jacob, DrPH, MPH  
Health Director  
San Antonio Metropolitan Health District

\_\_\_\_\_  
Henry Yzaguirre  
Superintendent  
South San Antonio  
Independent School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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City Attorney