



## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

### Agenda Item Summary

Meeting Date: April 20, 2022

Agenda Section: Consent

Agenda Item Title: Service Agreement with the University of Incarnate Word Nursing Cardinal Wellness Center and South San Antonio Independent School District Head Start Program.

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable:

Description: The University of Incarnate Word Nursing Cardinal Wellness Center will provide health services, including physical exams, screening point of care lead testing, screening point of care hemoglobin, and vaccination as required by Head Start Standards to our students.

Historical Data: We have been in partnership with the University of Incarnate Word Nursing Cardinal Wellness center since the 2020-2021 school year.

Recommendation: Approve the service agreement with the University of Incarnate Word Nursing Cardinal Wellness Center and the South San Antonio Independent School District Head Start Program for the 2022 - 2023 school year.

Funding Budget Code and Amount: 205-E-33-6299-80-816-2-36-9-93, Not to exceed \$5,000

**Professional Service Agreement**  
**University of the Incarnate Word Nursing Cardinal Wellness Center**  
**and**  
**South San Antonio Independent School District: Head Start Program**

This agreement is entered into by the **University of the Incarnate Word** (UIW) Nursing Cardinal Wellness Center (NCWC), 2547 E. Commerce Street, Suite 300, San Antonio, TX 78203, and **South San Antonio Independent School District: Head Start Program**, 1450 Gillette Blvd, San Antonio, Texas 78224. UIW and SSAISD are also each referred to as “party” or collectively as “parties”.

UIW and SSAISD agree to the following:

1. **Purpose of the Agreement.** This agreement describes collaboration between the UIW NCWC and SSAISD to provide required Federal Head Start Health Services, including physical exams, screening point of care lead testing, screening point of care hemoglobin, and vaccinations on an agreed-upon date(s) by both parties.
2. **Plan of Service.** To meet Federal Head Start Health Services requirement, UIW NCWC faculty, staff, and students will provide the necessary services as outlined by Texas Health Steps as defined by Texas Health and Human Services, [www.txhealthsteps.com](http://www.txhealthsteps.com).
3. **Term.** Unless sooner terminated, the agreement will begin on September 1, 2022, and end on May 31, 2023. Either party may terminate this agreement for convenience upon thirty (30) days notice to the other party. Either party may terminate this agreement for cause upon notice to the other party. A party’s right to terminate this agreement is in addition to other remedies the party is entitled to under law or equity.
4. **UIW Responsibilities.** The UIW NCWC will supply professionally trained staff to conduct the physical examination, point of care testing, and immunizations as outlined by Texas Health Steps and Texas Health and Human Services, Medicaid Program. Medicaid Program allows a ‘daycare physical’ that does not replace the child’s periodicity examination as outlined by Texas Health Steps and Medicaid. UIW will provide the medical equipment necessary to conduct the physical examination, point of care testing, and immunization. UIW NCWC will assure all standards of ‘safe practice’ for examination, testing, and immunization are followed.
5. **UIW Reimbursement for Services Provided.** UIW NCWC is a Texas Health Steps Medicaid provider. UIW will bill eligible clients through Texas Health Steps Medicaid. For Head Start enrollees not enrolled in Texas Health Steps Medicaid, UIW will bill SSAISD according to the fee scheduled in Attachment 1 of this agreement.
6. **SSAISD Responsibilities.** SSAISD staff are not required to but may assist UIW staff in performing the following: (a) collection of parent/guardian consent forms; (b) provide student home contact information as needed; (c) identification of students with special needs that need to be addressed by physical examination or testing or immunizations; (d) provide assistance with any abnormal findings to assure the child receives care with a primary care provider.
7. **SSAISD Policies.** This agreement is subject to, and UIW will comply with, applicable SSAISD’s Board Policies, regulations, and administrative procedures. It is the responsibility of

the UIW NCWC to ensure UIW NCWC's employees and agents adhere to SSAISD's Policies, including, but not limited to, criminal background history certifications.

8. **Force Majeure.** SSAISD will not be liable for defaults or delays under the agreement due to acts of God or the public enemy, acts or demands of any governmental agency or court of law, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive termination or expiration of the agreement.
9. **Indemnification.** UIW will indemnify and defend (at SSAISD's option) SSAISD (including SSAISD's officers, employees, and agents) from and against all Indemnified Claims arising out of or resulting from the fault of UIW or UIW's officers, employees, agents, or subcontractors in the performance under the agreement.

"Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; (iii) damages or losses due to violation of law or the agreement between SSAISD and UIW; and (iv) personal injury, illness, or death.

"Fault" includes but is not limited to the sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

This provision will not be deemed to limit the rights of SSAISD or UIW against any third party which may be liable for an Indemnified Claim. This provision will survive the termination or expiration of the agreement.

10. **Discrimination.** In performing under the agreement, UIW NCWC will not discriminate against any person on the basis of race, ethnicity, sex, age, national origin, religion, or disability.
11. SSAISD access to all records related to this agreement. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive termination or expiration of the agreement.
12. **Immunity.** By entering and performing under this agreement, SSAISD does not intend to waive or diminish its sovereign or liability immunities, limits or liability, or defenses to which it is entitled under the law. This agreement is not intended to create a joint enterprise for purposes of determining liability. This provision will survive termination or expiration of the agreement.
13. **Assignment.** UIW NCWC's assignment of an interest in this agreement or subcontracting an obligation under this agreement to another party is ineffective and void.
14. **Notice.** Any notice required under the agreement will be delivered in person, by overnight delivery, or by U.S. certified or registered mail, return receipt requested, addressed to the signatory at the address set forth in the agreement. Such addressees and/or addresses may be changed from time to time by written notice of such change, given in accordance with these same provisions. A notice is deemed delivered upon actual receipt if sent in person or overnight delivery, or after three business days if sent by U.S. certified or registered mail.

15. **Applicable law.** This agreement, including performance and liabilities thereunder, will be governed by the laws of the State of Texas. This provision will survive termination or expiration of the agreement.
16. **No Waiver.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of the agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the terms, conditions, or agreements hereof to be performed by the other party hereto will not be construed to be a waiver of any subsequent breach thereof, or of any other covenant, condition or agreement herein contained.
17. **Independent Contractor.** The parties recognize that UIW NCWC is engaged as an independent contractor. UIW NCWC acknowledges that SSAISD will have no responsibility to provide UIW or its agents or employees with transportation, insurance, or other fringe benefits normally associated with employee status.
18. **Severability.** If any provision hereof is held invalid or unenforceable by a court with competent jurisdiction, such invalidity or unenforceability will not affect any other provision thereof, and this agreement will be construed as if such invalid or unenforceable provision had not been included herein, but only to the extent, the purpose on the intent of the agreement can be carried out.
19. **Attorney's Fees.** The prevailing party in an action, in State or Federal court, to enforce or interpret this agreement is entitled to recover its reasonable attorney's fees and court costs from the other party.
20. **Confidentiality.** SSAISD and UIW understand and agree that all information concerning students' protected health information (PHI) is confidential and will not be disclosed to any person, except as authorized by law. UIW will establish and maintain appropriate safeguards to prevent any use or disclosure of PHI. In order to facilitate the exchange of information between SSAISD and UIW, UIW will obtain from the student's parent or legal guardian the necessary authorization for release of information between SSAISD and UIW. When appropriate authorization is obtained, both parties will cooperate in providing information to the other which is relevant and reasonably necessary for the performance of this agreement.
21. **HIPAA Compliance.** UIW NCWC will be familiar with HIPAA Privacy Regulatory requirements and will treat all PHI in accordance with such regulations and requirements.
22. **Entire Agreement and Amendment.** This agreement, together with its appendices, constitutes the entire agreement between SSAISD and UIW NCWC. Any prior agreements not expressly merged into this agreement, whether oral or written, are of no force or effect. This agreement may not be modified except by a subsequent writing approved by SSAISD's governing body and an authorized representative for UIW NCWC.
23. **Captions and Construction.** The captions in the agreement are for convenience only and will not be considered in resolving questions of interpretation, construction, or enforcement. This agreement will not be construed against its author.
24. **Signatory Representation.** Each signatory below represents and warrants that he or she is duly authorized to execute this agreement on behalf of their respective party hereunder, and that all

corporate, partnership, trust, governmental or other action necessary for such party to execute, enter into, and perform obligations in this agreement have been duly taken by such party and have occurred.

**South San Antonio Independent School District:**

By: \_\_\_\_\_  
Henry Yzaguirre Date  
Interim Superintendent of Schools  
South San Antonio Independent School District

**University of the Incarnate Word:**

By: \_\_\_\_\_  
Darrell Haydon, EdD Date  
Vice President of Business and Finance  
University of the Incarnate Word

## **Attachment 1**

<b>Physical examination for Head Start as outlined in Federal Head Start standards</b>	
Texas Health Steps Exception to Periodicity – modifier 32	
(billed to Medicaid)	\$100.00/each
Prompt pay discount (charge to SSAISD for Non-Medicaid children)	\$50.00/each
<b>Required vaccines</b>	
Cost per vaccine component (vaccine administration billed to Medicaid)	\$ 8.00/each
Prompt pay discount (charge to SSAISD for Non-Medicaid children)	
Single component vaccine	\$ 7.00/each
Multi-component vaccine (DTaP/ProQuad/Kinrix/Pentacel/Pediarix)	\$14.00/each
<b>Point of Care Lead Testing</b>	\$15.00/each
<b>Point of Care Hemoglobin Testing</b>	\$ 7.00/each
<b>Travel charge and set up fee charged per week (flat rate)</b>	\$200.00