

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
SAN ANTONIO METROPOLITAN HEALTH DISTRICT**

TO: Mayor and City Council

FROM: Fernando A. Guerra, M.D., M.P.H., Director of Health

THROUGH: Terry M. Brechtel, City Manager

COPIES: Frances A. Gonzalez, Assistant to the City Manager; City Attorney's Office; Office of Management and Budget; Finance Department; Project; File

SUBJECT: ORDINANCE ACCEPTING FUNDS FROM THE TEXAS DEPARTMENT OF HEALTH FOR THE TITLE XX FAMILY PLANNING PROGRAM

DATE: October 23, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept a contract amendment awarding \$350,000.00 in funding from the Texas Department of Health (TDH) to support the ongoing Title XX Family Planning Program in the San Antonio Metropolitan Health District (SAMHD) for the period September 1, 2003 through August 31, 2004. This ordinance further authorizes the execution of a contract change with TDH, adopts the program budget, approves the personnel complement, approves a subcontract with the University of Texas Health Science Center at San Antonio, and authorizes payments for contractual services.

Staff recommends approval.

BACKGROUND INFORMATION

TDH provides annual financial assistance to SAMHD through several contracts to supplement the delivery of comprehensive public health services. TDH has now offered an amendment to contract 7460020708C 2004 to continue support for the ongoing Title XX Family Planning Program in the SAMHD.

The Title XX Family Planning Program provides family planning services to women of childbearing age who do not qualify for Medicaid and live below 150% of the Federal Poverty Level (for a family of four (4) this equates to \$27,600.00 annual income). Title XX Family Planning Program services are also provided to women who are enrolled in the Medicaid program. Annually 2,500 women of childbearing age are provided with family planning services with Title XX funds. Through these interventions with the woman and her partner, SAMHD assists the family in planning future pregnancies. However, the SAMHD Family Planning Program *does not* provide abortions or contract funding for that procedure.

The funding support remains the same as last year and will continue to support the same thirteen (13) personnel positions as last year's grant (See Attachment I). Funding is also included for contract physicians and nurses to augment SAMHD staff.

POLICY ANALYSIS

Passage of this ordinance will continue the long-standing practice of utilizing Federal and State Aid to support the local public health programs of the City. It will also use outsourcing to extend the services that SAMHD can offer.

FISCAL IMPACT

This ordinance provides \$350,000.00 to renew the ongoing Title XX Family Planning Program in the SAMHD for the period September 1, 2003 through August 31, 2004. Sources of other program support included in the Budget (See Attachment I) are as follows:

TDH Contract No. 7460020708C 2004, Change 03, Attachment 04	\$350,000.00
Medicaid Reimbursement	\$100,000.00
Patient Co-payments	\$5,000.00
Transfer from Title XX Family Planning Program 2002-2003	<u>\$10,000.00</u>
Total FY 2003-2004 Funding:	\$465,000.00

Acceptance of this amendment will place no demands on the City General Fund.

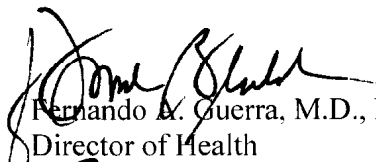
COORDINATION

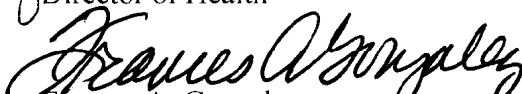
The City Attorney's Office and the Office of Management and Budget, Risk Management Division, have reviewed and approved the contract with TDH. The Finance Department has approved the proposed budget.

SUPPLEMENTARY COMMENTS


Provisions of the Ethics Ordinance do not apply.

Attachments: Attachment I: Program Budget and Personnel Complement
Attachment II: TDH Contract Change Notice No. 03
Attachment III: Faculty Enrichment Program contract copy


Fernando A. Guerra, M.D., M.P.H.
Director of Health


Frances A. Gonzalez
Assistant to the City Manager

APPROVED:


Terry M. Brechtel
City Manager

Attachment I
Title XX Family Planning Project 2003-2004
Project No. 26-016063
TDH Contract No. 7460020708C 2004

INDEX	ESTIMATED REVENUES	OBJ-CODE	BUDGET
031138	TDH Attachment #04	00-004	\$ 350,000
031278	Medicaid Reimbursement	00-008	100,000
031294	Title XX Patient Co-pay	00-008	5,000
103945	Transfer from 26-016054	00-009	10,000
	Total Estimated Revenues		<u>465,000</u>

APPROPRIATIONS

Title XX Family Planning Program
36-06-08 09/01/03 to 08/31/04

419978	Regular Salaries & Wages	01-010	245,106
425884	Language Skill Pay	01-019	3,600
437590	Retirement Benefits - Soc. Sec.	01-030	18,750
438796	Retirement Benefits - TMRS	01-040	28,506
441063	Flexible Benefits Contribution	01-050	43,500
443457	Life Insurance	01-051	559
449355	Workers' Disability Compensation	01-060	2,500
449538	Personal Leave Buy Back Pay	01-072	1,000
450049	Communications: Telephones	02-110	6,200
450254	Pagers	02-112	250
450437	Mail and Parcel Post Service	02-113	3,500
450635	Travel-Official	02-124	250
450858	Education	02-128	500
451252	Car Expense Allowance	02-130	500
452805	Linen & Laundry Service	02-136	0
455253	Maint & Rep - Mach & Equip	02-142	500
455915	Fees to Professional Contractors	02-160	25,000
459669	Temporary Services	02-161	5,000
461962	Automatic Data Processing Services	02-172	100
463984	Membership Dues and Licenses	02-178	350
465617	Binding, Printing & Reproduction	02-181	250
467233	Subscriptions to Publications	02-187	0
467803	Office Supplies	03-210	1,000
468843	Chemicals, Medical & Drugs	03-228	71,079
470617	Tools, Apparatus & Accessories	03-232	0
471318	Computer Software	03-243	0
471342	Liability, Hazard & Fidelity Insurance	04-260	2,000
471888	Computer Equipment	05-360	0
472746	Machinery & Equipment - Other	05-373	0
473645	Furniture and Fixtures	05-375	5,000
	Total 36-06-08		<u>465,000</u>
	Total Appropriations		<u>\$ 465,000</u>

Fund Only Index Code: 005087

PERSONNEL COMPLIMENT

Class No.	Title	CURRENT POSITIONS
Activity 36-06-08		
0040	Administrative Assistant I	1
0067	Administrative Aide	1
0239	Public Health Aide	5
0243	Public Health Nurse Practioner	1
0244	Senior Public Health Nurse	1
0244	Senior Public Health Nurse (.5 FTE)	1
0246	Public Health Nurse	1
0247	Public Health Nurse Supervisor	1
0282	Health Program Specialist	1
	Total Personnel 36-06-08:	<u>13</u>



ATTACHMENT II

TEXAS DEPARTMENT OF HEALTH
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS

TDH Document No. 7460020708C2004

COUNTY OF TRAVIS

Contract Change Notice No. 03

The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 04 : BWH - TITLE XX

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

RECEIVING AGENCY :

TEXAS DEPARTMENT OF HEALTH

By: Bob Burnette
(Signature of person authorized to sign)

Bob Burnette, Director
Procurement and Contracting Services Division
(Name and Title)

Date: _____

TP PCSD - Rev. 2/03

DETAILS OF ATTACHMENTS

Att/ Amd No.	TDH Program ID/ TDH Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (TDH Share)
		Begin	End	Source of Funds*	Amount		
01	ACFH/FEE 0000001157	09/01/03	08/31/04	State 93.994	242,738.00	0.00	242,738.00
02	ACFH/FEE-FP	09/01/03	08/31/04	State	637,459.00	0.00	637,459.00
03	M&D 0000001057	09/01/03	08/31/04	State	0.00	0.00	0.00
04	BWH/TTLXX	09/01/03	08/31/04	93.667	350,000.00	0.00	350,000.00
TDH Document No.7460020708C2004 Change No. 03					Totals	\$ 0.00	\$1,230,197.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708C-2004
ATTACHMENT NO. 04

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: BUREAU OF WOMEN'S HEALTH

TERM: September 01, 2003 THRU: August 31, 2004

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide family planning services to Title XX eligible individuals. PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated by reference and made a part of this contract Attachment.

- RECEIVING AGENCY Title XX FY 04 Renewal Application;
- PERFORMING AGENCY FY 04 Renewal Application and any revisions;
- RECEIVING AGENCY Title XX FY 03 Continuation Request for Proposal (RFP);
- PERFORMING AGENCY FY 03 Continuation Application and any revisions;
- RECEIVING AGENCY Family & Community Health Services Grants FY 02 Competitive Request for Proposal (RFP);
- PERFORMING AGENCY FY 02 Competitive Application and any revisions;
- Regulations applicable to Administration of Grants, 45 CFR Parts 74 & 92;
- RECEIVING AGENCY Family Planning Rules, 25 TAC Chapter 56;
- Sterilizations, 42 CFR Part 50, Subpart B;
- RECEIVING AGENCY'S Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997; and,
- RECEIVING AGENCY'S Family Planning Policy Manual for Title X and Title XX, February 2003, and any subsequently issued later edition.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this Attachment in compliance with the amended standard(s) or guidelines(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by the RECEIVING AGENCY.

RECEIVING AGENCY'S Public Health Regional Director, as coordinator of regional services, will assist RECEIVING AGENCY staff in providing direction to PERFORMING AGENCY. RECEIVING AGENCY personnel may, from time to time, provide technical assistance and training to PERFORMING AGENCY. PERFORMING AGENCY shall cooperate with RECEIVING AGENCY staff to attain the goals of unified community health assessment, policy

development, coordinated services, and quality assurance and to prevent unnecessary duplication of services.

PERFORMANCE MEASURES

The following performance measures will be used to assess in part the PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

PERFORMING AGENCY shall provide medical services to 2,692 unduplicated clients who live or receive services in the following county(ies)/area: Bexar. The services shall be provided to the clients in the following population categories and in the following numbers:

<u>Category</u>	<u>Number of Clients</u>
Women 19 and Under	725
Women 20 to 34	1,668
Women 35 and Over	187
Males	220
Total Medical Clients	2,800

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Terms and Conditions of Payment** Article, paragraph two is not applicable to this Attachment.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

PERFORMING AGENCY's contract amount under this Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable family planning services to Title XX eligible clients. Only allowable services provided to Title XX eligible clients shall be billed against this ceiling. Title XX eligibility requirements are detailed in the Family Planning Policy Manual for Title X and Title XX. PERFORMING AGENCY shall provide allowable services and be reimbursed at rates effective September 1, 2003, and as subsequently revised.

PERFORMING AGENCY shall notify RECEIVING AGENCY immediately in the event of any significant change affecting the PERFORMING AGENCY'S identity, ownership or control, name change, governing board membership, vendor identification, medical or program director, changes in hours of operation, clinic site information regarding closure,

relocation, change of address, and openings of new clinic sites. Failure to disclose the required information or inaccurate disclosure by the PERFORMING AGENCY may be treated as a material breach of this contract and may be grounds for termination.

BILLING REQUIREMENTS

PERFORMING AGENCY shall bill RECEIVING AGENCY for allowable services provided to Title XX eligible clients. PERFORMING AGENCY shall submit to RECEIVING AGENCY all allowable services provided to Title XX eligible clients during the claim period indicated on the billing form. Requests for payment shall be submitted to National Heritage Insurance Company (NHIC) from September 1, 2003, through December 31, 2003, and to the Texas Medicaid and Healthcare Partnership (TMHP) from January 1, 2004, through August 31, 2004, in a manner compatible with the Compass 21 billing system by the 120th day after the date on which services were provided or the date of any third party insurance Explanation of Benefits form. Appeals must be submitted within 180 days of rejection, and all requests for payment shall be submitted within 90 days of the end of the Attachment term. Claims shall be submitted using an approved claim format that follows the RECEIVING AGENCY Family Planning Division billing specifications which may be obtained from RECEIVING AGENCY Family Planning Division.

BILLING ACTIVITY

RECEIVING AGENCY will distribute funds to maximize the delivery of authorized services to eligible clients. RECEIVING AGENCY will monitor PERFORMING AGENCY'S billing activity. If utilization is above or below that projected in PERFORMING AGENCY'S contract ceiling amount, shown in SECTION III. BUDGET, PERFORMING AGENCY'S ceiling may be subject to increase or decrease for the remainder of the contract Attachment period. PERFORMING AGENCY may be subject to contract ceiling amount increases during the contract Attachment period if PERFORMING AGENCY'S billing activity exceeds projections and funds are available; PERFORMING AGENCY may be subject to contract ceiling amount decreases if PERFORMING AGENCY'S billing activity is less than projected.

COPAYMENT

PERFORMING AGENCY may assess a copayment from clients provided services by RECEIVING AGENCY under this Attachment if the copayment is assessed according to a sliding fee schedule adjusted for family size and income, approved in advance by RECEIVING AGENCY'S Family Planning Division. PERFORMING AGENCIES that are Local Health Departments shall assess a copayment according to the criteria outlined above. A copayment assessment may not exceed 25% of the amount RECEIVING AGENCY pays PERFORMING AGENCY for the provision of a given service. A copayment shall not be assessed to clients with zero income or to adolescents age 19 and

younger receiving group outreach and education services. A client may not be denied services due to inability to pay. Local Health Departments must also comply with RECEIVING AGENCY fee collection policies detailed in 25 TAC §1.91.

General Provisions, **Program Income** Article, is revised to include:

All revenues directly generated by a Contract Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income.

PERFORMING AGENCY agrees to identify and report all program income annually by submitting to RECEIVING AGENCY'S Family Planning Division a Financial Report, "Request for Advance or Reimbursement," Form 270 (TDH Form GC-10), no later than ninety (90) days after the end of the Attachment term.

Program income may be retained by PERFORMING AGENCY so long as it is used to provide the services specified in the scope of work detailed in this Attachment. This may be demonstrated only by submission of acceptable billings for services provided to Title XX eligible clients which exceed PERFORMING AGENCY'S final dollar ceiling (total Attachment amount) by the total program income amount.

If PERFORMING AGENCY has a Title X Attachment in addition to this Title XX Attachment, then PERFORMING AGENCY shall be bound by the Title X Attachment's language pertaining to program income. If PERFORMING AGENCY has a Title XX Attachment only, the program income requirements as specified in this Attachment shall be utilized.

General Provisions, **Inspections** Article, is revised to include:

In addition to the site visits authorized by the **Inspections** Article of the General Provisions, PERFORMING AGENCY shall allow RECEIVING AGENCY to conduct on-site quality assurance reviews as deemed necessary by RECEIVING AGENCY. Unsatisfactory review findings may result in implementation of General Provisions, **Sanctions** Article.

PERFORMING AGENCY certifies that the PERFORMING AGENCY nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the PERFORMING AGENCY nor any PERFORMING AGENCY officer, director, agent or managing employee (e.g., general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over PERFORMING AGENCY or who directly or indirectly conducts the day-to-day business of the PERFORMING AGENCY), is an entity or individual who has:

- Been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);

- A civil monetary penalty has been assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or
- Been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, PERFORMING AGENCY shall submit a disclosure/ownership form to RECEIVING AGENCY. PERFORMING AGENCY shall immediately notify the RECEIVING AGENCY in writing, in the event that the foregoing statement changes during the term of this Attachment. A false statement regarding PERFORMING AGENCY'S status will be treated as a material misrepresentation.

PHARMACY

If PERFORMING AGENCY is dispensing and/or providing prescribed medications, e.g., birth control pills, antibiotics, etc., on site, it shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or must dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from RECEIVING AGENCY.

STERILIZATION

PERFORMING AGENCY shall comply with all federal regulations applying to sterilization procedures.

Prior to receiving a sterilization, the client shall sign a copy of the U.S. Department of Health and Human Services (DHHS) approved sterilization consent form. The original of this form, with all required signatures (including the physician's) shall be kept in the client's medical records.

SECTION III. BUDGET

PERFORMING AGENCY shall adhere to the current schedule of allowable services and rates as referenced in SECTION II. SPECIAL PROVISIONS, as amended and approved by the RECEIVING AGENCY.

Total payments will not exceed \$350,000.00.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

7460020708C 2004-04

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT (HCFA-1513)

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the secretary of appropriate state agency under any of the above titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by the Secretary or appropriate State agency to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All Title XX providers must complete Part II(a) and (b) of this form. Only those Title XX providers rendering medical, remedial, or health-related homemaker services must complete Parts II and III. Title V providers must complete Parts II and III.

GENERAL INSTRUCTIONS

For definitions, procedures and requirements, refer to the appropriate Regulations:

Title V	42CFR 51a.144
Title XVIII	42CFR 420.200-206
Title XIX	42CFR 455.100-106
Title XX	45CFR 228.72-73

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under Remarks on Page 2, referencing the item. If additional space is needed use an attached sheet.

Return the original to the State agency; retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTION

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I (a) Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item I (b) For Regional Office Use Only. If the yes box is checked for Item VII the Regional Office will enter the 5-digit number assigned by HCFA to chain organizations.

Item II Self-explanatory.

Item III List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination, amounting to an ownership interest of 5% or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. IDENTIFYING INFORMATION				
(a) Name of Entity	Provider No.	Vendor No.	Phone	
DBA				
Street Address	City	County	State	Zip
(b) (To be completed by HCFA Regional Office) Chain Affiliate No.				
II. Answer the following questions by marking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on Page 2. Identify each item number to be continued.				
(a)	Are there any individuals or organizations having a direct or indirect ownership or control interest of 5% or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by Titles XVIII, XIX, or XX? Yes No			
(b)	Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Title XVIII, XIX, or XX? Yes No			
(c)	Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only.) Yes No			
III. (a)	List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under Remarks on Page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks on Page 2.			
NAME		ADDRESS		EIN
(b)	Type of Entity:			
	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Unincorporated Associations <input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify) _____			
(c)	If the disclosing entity is a corporation, list names, addresses of the Directors, and EINS for corporations under Remarks on Page 2.			
Mark appropriate answer for each of the following questions:				
(d)	Are any owners of the disclosing entity also owners of Medicare/Medicaid facilities? (Example, sole proprietor, partnership or members of Board of Directors.) Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, list names, addresses of individuals and provider numbers.			
NAME		ADDRESS		PROVIDER NUMBER

FACULTY ENRICHMENT PROGRAM

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

and

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

I. AGREEING PARTIES:

This AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal corporation, hereinafter called "City", for the San Antonio Metropolitan Health District (SAMHD), acting by and through its Assistant to the City Manager pursuant to Ordinance No. _____ passed and approved on _____, and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, SCHOOL OF NURSING, hereinafter called "School."

II. SERVICES TO BE PERFORMED:

School: To provide qualified and licensed nurse practitioners from the Faculty Staff to work at the District in the areas of patient care, teaching, research and special projects on an as-needed basis. Faculty members will be responsible to the respective Chair of the Department as well as the Head of the Practice Division who will be responsible for overseeing matters related to patient care.

Faculty that would work under this agreement are: Janet Banks, Deneise Conrad, Patricia Kelly, Judith Longworth, Shirley Menard, Margaret Murphy, Elizabeth Reifsnider, or their appointed successors.

When Faculty Staff cannot work during a scheduled time period, School will notify District as soon as possible.

City: To work closely with School in scheduling Faculty Staff. Every effort will be made to arrange for clinical services at least one month in advance. School will be notified at least 24 hours prior to cancellation of scheduled Faculty work hours or scheduled time will be credited in full for that day.

A City physician will be assigned to provide medical direction when the faculty member provides clinical services. Any non-clinical services (e.g. research, consultation, etc.) will be coordinated through the Public Health Administrator for Personal Health/Family Services or his designee.

City reserves the right to change Faculty duty assignments or work locations as dictated by staffing needs.

III. TERMS OF AGREEMENT:

This agreement is for the period of September 1, 2003, through May 31, 2004. There is an intention on the part of both parties to renew this contract annually. Either party may terminate this agreement with a thirty-day (30) written notice.

IV. PAYMENT FOR SERVICES:

- a) The City will pay the School on an as needed basis at a rate of \$30.00 per hour. The faculty member will complete a daily time sheet indicating type of services and hours worked. The City will total the hours worked and submit payment to the School on a monthly basis.

V. LEGISLATIVE LIMITATIONS:

In the event Medicare, Medicaid, or any third party payor, or any other Federal, State or local law, rules, regulations, or interpretations at any time change the method or amount of reimbursement or payment for services under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation or interpretation, this Agreement shall terminate as of such effective date.

The City shall be entitled to any Medicaid, Medicare, or third party payor reimbursement for any services provided.

VI. INSURANCE:

- A. Liability coverage for the Faculty Member is provided pursuant to Chapter 104 of the Texas Civil Practice and Remedies Code.
- B. The School and City acknowledge they are political subdivisions of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in CIVIL PRACTICES & 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.

VII. MISCELLANEOUS:

A. Notice

Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

District: Attention: Fernando A. Guerra, MD, MPH, FAAP
Director of Health
San Antonio Metropolitan Health District
332 West Commerce, Suite 307
San Antonio, TX 78205-2489

School: Attention: Grants Management
The University of Texas Health Science Center
At San Antonio School of Nursing
7703 Floyd Curl Drive, MSC 7951
San Antonio, TX 78229-3900

related to the extent of costs and hereunder for a period of four (4) years after
furnishing of services and hereunder.

VIII. SIGNATURES:

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

CITY OF SAN ANTONIO

Jane Youngers
Director
Grants Management and Reports

Date: _____

Frances A. Gonzalez
Assistant to the City Manager

Date: _____

ATTEST:

Colleen Keller, PhD, RN, FNP
Chair and Professor
Department of Family Nursing Care

Date: _____

Yolanda L. Ledesma
Acting City Clerk

Date: _____

APPROVED AS TO FORM:

Janet Allan, PhD, RN, FAAN
Dean and Professor
School of Nursing

Date: _____

Andrew Martin
City Attorney

Date: _____