

**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 City Manager; City Attorney's Office; Office of Management and Budget; Finance Department; Project; File

SUBJECT: ORDINANCE TO ACCEPT FUNDS FROM THE TEXAS DEPARTMENT OF HEALTH FOR THE AIDS PREVENTION AND SURVEILLANCE PROGRAM

DATE: December 18, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept and execute a contract change totaling \$232,350.00 from the Texas Department of Health (TDH) to support the ongoing AIDS Prevention and Surveillance Program in the San Antonio Metropolitan Health District (SAMHD) for the period January 1, 2004 through December 31, 2004. This ordinance also adopts the program budget, approves the personnel complement and authorizes payments for contractual services.

Staff recommends approval.

BACKGROUND INFORMATION

TDH provides annual assistance to the City to support core public health activities provided by the SAMHD. TDH has offered Contract Change Notice No. 01 in the amount of \$232,350.00 as an amendment to the TDH contract previously accepted through an ordinance passed and approved on December 4, 2003. This amendment supports the AIDS Prevention and Surveillance Program in the SAMHD. The AIDS Prevention and Surveillance Program educates targeted high-risk individuals to reduce the transmission of AIDS. HEB gift certificates, in \$20.00 denominations, will be offered as program incentives to those individuals who complete the training.

The funding of \$232,350.00 for this program is the same as initially provided last year. The personnel complement of six (6) staff has been increased by one (1) part-time position from last year. Project personnel include: a new part-time Program Manager (to be filled by existing full-

time employee), an existing full-time Health Program Supervisor, and four (4) existing full-time Health Program Specialists.

Payments will be made up to \$1,500.00 on a fee-for-service basis to instructors. Payments will also be made to HEB up to \$29,520.00 for the purchase of gift certificates to be used as educational program incentives for those individuals who complete the training.

POLICY ANALYSIS

Acceptance of this grant from TDH will continue the long-standing practice of utilizing Federal and State aid to support the local public health programs of the City.

FISCAL IMPACT

This TDH contract change provides \$232,350.00 to support the ongoing AIDS Prevention and Surveillance Program in the SAMHD. Acceptance of this contract change will place no demands on the City General Fund.

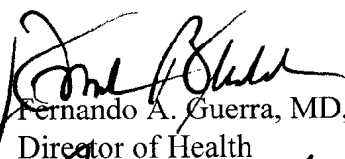
COORDINATION

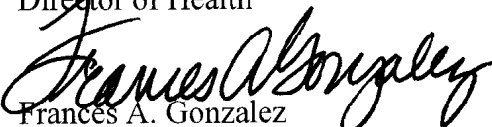
The City Attorney's Office and the Office of Management and Budget, Risk Management Division, have reviewed the contract with TDH. The Finance Department has approved the proposed program budget.

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. 01, Attachment 02


Fernando A. Guerra, MD, MPH
Director of Health


Frances A. Gonzalez
Assistant City Manager

APPROVED:


Terry M. Brechtel
City Manager

ATTACHMENT I
Public Health State Support Project 2004/2005 - Federal
Fund No. 26-016066
TDH Contract No. 7460020708 2005

INDEX	<u>ESTIMATED REVENUES</u>	OBJECT CODE	CURRENT BUDGET
082107	Attachment #02	00-004	\$ 232,350
	Total Estimated Revenues		<u>232,350</u>

APPROPRIATIONS

AIDS Prevention and Surveillance Program
36-07-20 01/01/2004 to 12/31/2004

759944	Regular Salaries & Wages	01-010	131,889
759951	Language Skill Pay	01-019	1,800
759977	Social Security	01-030	10,090
760165	TMRS	01-040	13,405
760199	Group Health Insurance	01-050	19,632
760207	Life Insurance	01-051	211
760363	Workers' Disability Compensation	01-060	400
760397	Personal Leave Buy Back Pay	01-072	5,520
760405	Communications: Telephones	02-110	800
760603	Pagers/Mobile phones	02-112	200
760637	Mail & Parcel Post Service	02-113	500
760645	Rental of Facilities	02-116	0
760819	Travel-Official	02-124	6,820
760843	Education	02-128	0
760850	Car Expense Allowance	02-130	5,184
760967	Linen & Laundry Service	02-136	0
760991	Maint. & Rep. -Bldgs. & Impr.	02-139	0
761007	Gas & Electricity	02-154	0
761189	Fees to Prof Contractors	02-160	1,500
761197	Temporary Services	02-161	500
761205	Automatic Data Processing Svcs	02-172	515
761320	Binding, Printing & Reproduction	02-181	648
761338	Subscriptions to Publications	02-187	100
761346	Other Contractual Services	02-193	29,520
761486	Office Supplies	03-210	2,116
761494	Janitor Supplies	03-212	0
761502	Clothing & Linen Supplies	03-214	0
761759	Food	03-216	0
761767	Chemicals, Medical & Drugs	03-228	500
761775	Tools,Apparatus, & Accessories	03-232	0
761890	Library Materials	03-236	0
761908	Maint & Repair Mat.- Mach & Equip	03-242	500
761916	Computer Software	03-243	0
762054	Indirect Cost	04-280	0
762062	Computer Equipment	05-360	0

Total 36-07-20:

Total Appropriations

\$ 232,350

Fund Only Index # 000566

PERSONNEL COMPLEMENT:

<u>Class No.</u>	<u>Title</u>	<u>Current Positions</u>
Activity 36-07-20		
0282	Health Program Specialist	4
0284	Health Program Supervisor	1
0918	Program Manager (.5FTE)	1
	Total 36-07-20:	<u>6</u>



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

ATTACHMENT II

STATE OF TEXAS

TDH Document No. 7460020708 2005

COUNTY OF TRAVIS

Contract Change Notice No. 01

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. 02 : HIV - PREVENTION

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: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Procurement and Contracting Services Division

(Name and Title)

Date: 10-21-2003

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	TB/PC 0000001629	01/01/04	12/31/04	93.116	356,700.00	0.00	356,700.00
02	HIV/PREV 0000001706	01/01/04	12/31/04	93.940	232,350.00	0.00	232,350.00
TDH Document No.7460020708 2005 Change No. 01					Totals	\$ 0.00	\$589,050.00

*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. 7460020708-2005
ATTACHMENT NO. 02
PURCHASE ORDER NO. 0000001706

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TERM: January 01, 2004 THRU: December 31, 2004

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct human immunodeficiency virus (HIV) prevention activities to ensure HIV prevention services are provided to persons at greatest risk of acquiring or transmitting HIV infection as identified through the HIV prevention community planning process. Strategies to accomplish RECEIVING AGENCY Program's HIV Prevention projects shall demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts.

The purpose of the HIV Prevention projects is to assist local communities to:

- Prevent the transmission of HIV or reduce the number of new HIV infections;
- Increase the number of persons who know their HIV status;
- Reduce associated morbidity and mortality among HIV-infected persons and their partners by assuring referral to medical, social, and prevention services; and
- Initiate needed HIV prevention services according to RECEIVING AGENCY Program's HIV Prevention Area Action Plan (AAP) for the six (6) areas identified within the State of Texas.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines:

- RECEIVING AGENCY'S HIV and STD Program Operation Procedures and Standards, 2003 and any revisions;
- Centers for Disease Control and Prevention, HIV/AIDS Prevention Research Synthesis Project: Compendium of HIV Prevention Interventions with Evidence of Effectiveness, revised August 31, 2001
- Chapters 81 and 85 of the Health and Safety Code;
- 25 Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter B;
- Chapter 93 Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C); and
- RECEIVING AGENCY'S Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997.

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 contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY Program.

PERFORMING AGENCY shall authorize their staff to attend training, conferences, and meetings for which funds are budgeted and approved by RECEIVING AGENCY Program.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program's Request For Proposal (RFP) for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, and any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY; and PERFORMING AGENCY'S objectives, work plan, and detailed budget as approved by RECEIVING AGENCY Program, and with the relevant 2003 HIV Prevention Area Action plan (AAP) for the area in which PERFORMING AGENCY is providing services. Implementation of any rapid HIV testing technology shall be conducted with approval from RECEIVING AGENCY. PERFORMING AGENCY shall obtain from RECEIVING AGENCY'S Health Facility Licensing and Compliance Division (HFLCD) any relevant Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). PERFORMING AGENCY must adhere to RECEIVING AGENCY'S guidance relating to rapid testing. PERFORMING AGENCY objectives must be submitted in the format provided by RECEIVING AGENCY. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to said documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

PERFORMING AGENCY shall participate and provide relevant information to the appropriate HIV Prevention Community Planning Group as identified in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects and as directed by RECEIVING AGENCY Program.

Prevention activities under this Scope of Work include quality assurance activities, and at least one (1) of the following programmatic activities: Prevention Counseling and Partner Elicitation (PCPE)- Prevention Case Management (PCM) Continuum activities or Intensive, Evidence-based Intervention (EBI) activities.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING

AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

QUALITY ASSURANCE ACTIVITIES:

PERFORMING AGENCY shall ensure that the delivery of high-quality prevention activities is consistent and that interventions are delivered in accordance with established requirements and standards in order to maintain high performance expectations of prevention staff and promote consistent and accurate data collection processes for use in program evaluation.

PERFORMING AGENCY shall comply with the following quality assurance guidelines:

1. Develop an orientation plan for new prevention staff;
2. Develop staff development plans for new and current staff;
3. Ensure that monitoring and evaluation of staff performance is conducted and documented:
 - a. Monthly for new staff members;
 - b. Bi-monthly for staff employed over six (6) months; and,
 - c. Quarterly for staff employed over one (1) year.

PERFORMING AGENCY shall keep written records of staff monitoring and evaluation on file. RECEIVING AGENCY Program may specify forms or models for staff monitoring and evaluation. Information related to quality assurance activities will be reviewed by RECEIVING AGENCY Program as needed during program reviews.

4. Solicit client feedback (e.g., client surveys) and provide a summary of the client feedback for each intervention at least once a year;
5. Designate staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting; and
6. Facilitate RECEIVING AGENCY Program review of all prevention activities provided by PERFORMING AGENCY.

PREVENTION COUNSELING AND PARTNER ELICITATION (PCPE)- PREVENTION CASE MANAGEMENT (PCM) CONTINUUM ACTIVITIES:

If PERFORMING AGENCY provides PCPE – PCM Continuum services, PERFORMING AGENCY shall:

- Provide PCPE individual-level intervention of counseling programs for persons at risk of HIV/STD/Viral Hepatitis infection due to individual sexual behavior, drug use, or other risk behaviors including establishing and maintaining confidential and anonymous HIV testing programs with referrals to other testing and treatment services as appropriate. HIV prevention counseling sessions shall include the elements as referenced in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, and Renewal Application for Federal HIV Prevention Projects;
- Provide PCM individual-level intervention that provides intensive, ongoing, individualized prevention counseling and referrals to other appropriate social services and client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the PCM essential components as referenced in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, and Renewal Application for Federal HIV Prevention Projects;
- Ensure PERFORMING AGENCY'S PCM staff meet the minimum staff qualifications as referenced in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, and Renewal Application for Federal HIV Prevention Projects;
- Develop procedure and protocol manuals for PERFORMING AGENCY'S PCM program to ensure effective delivery of PCM services and minimum standards of care, including structuring relationships with Ryan White CARE act case management providers and quality assurance.

PERFORMING AGENCY shall direct these services to target populations in the relevant AAP and as specified in PERFORMING AGENCY'S objectives and approved by RECEIVING AGENCY Program.

INTENSIVE, EVIDENCED BASED INTERVENTION (EBI) ACTIVITIES:

If PERFORMING AGENCY provides EBI services, PERFORMING AGENCY shall:

- Provide EBI services to the target populations in the relevant AAP and as specified in PERFORMING AGENCY'S objectives and as approved by RECEIVING AGENCY Program;
- Participate in RECEIVING AGENCY Program's outcome monitoring project as established by RECEIVING AGENCY Program; and
- Conduct periodic rapid assessments of the approved targeted populations as directed by RECEIVING AGENCY Program.

PERFORMING AGENCY must obtain written approval from RECEIVING AGENCY prior to implementation of Evidence Based Intervention adaptations.

PERFORMING AGENCY shall comply with the Intensive, Evidence-Based Intervention section of RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, and Renewal Application for Federal HIV Prevention Projects.

PERFORMING AGENCY shall provide outreach services as an integral element of the program for client recruitment and community assessment as referenced in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, and Renewal Application for Federal HIV Prevention Projects. These services shall be linked to PCPE-PCM continuum activities and/or EBI activities as identified in the relevant AAP and as specified in PERFORMING AGENCY'S approved objectives and work plan.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, 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 at least one (1) of the following programmatic activities as approved by RECEIVING AGENCY Program:

Category 1 - Prevention Counseling and Partner Elicitation (PCPE) – Prevention Case Management (PCM) continuum activities:

PERFORMING AGENCY shall make PCPE-PCM prevention contacts with clients in the target population(s) to provide priority PCPE-PCM interventions as directed in the relevant AAP and as reflected in PERFORMING AGENCY'S objectives and work plan as approved by RECEIVING AGENCY Program. Services shall be provided to clients who live or receive services in the county(ies)/area defined as: Bexar.

PERFORMING AGENCY shall complete a HIV Counseling and Testing Report Form (scannable form) on each client receiving a PCPE session due no later than thirty (30) calendar days after initial PCPE session has been conducted in order to aid RECEIVING AGENCY Program in tracking the number of PCPE sessions provided statewide.

Category 2 – Evidence-Based Interventions (EBI) activities:

PERFORMING AGENCY shall make EBI contacts with clients in the target population(s) as directed in the relevant AAP and as reflected in PERFORMING AGENCY'S objectives and work plan as approved by RECEIVING AGENCY Program. Services shall be provided to clients who live or receive services in the county(ies)/area defined as: Bexar.

PERFORMING AGENCY shall collect and report data on the number of contacts with clients in the target population(s) in which priority EBI services are provided in

accordance with PERFORMING AGENCY'S work plan due on or before the 10th calendar day after the end of each month.

In addition to the programmatic activities listed under each of the categories, PERFORMING AGENCY shall provide outreach services to clients in the target population(s) as directed in the relevant AAP and as reflected in PERFORMING AGENCY'S objectives and work plan as approved by RECEIVING AGENCY Program who live or receive services in the county(ies)/area defined as: Bexar.

PERFORMING AGENCY shall provide quarterly activity reports of the number of contacts with clients in the target population(s) in which priority intervention services are provided in accordance with PERFORMING AGENCY'S work plan. Such reports shall be submitted in the standard format provided by RECEIVING AGENCY Program either by mail or an electronic mail transmission as specified in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, and Renewal Application for Federal HIV Prevention Projects; due on or before the 20th calendar day of April 2004, July 2004, October 2004, and January 2005.

PERFORMING AGENCY shall submit all reports and data within the required time frames. The reports and data shall be completed to the satisfaction of the RECEIVING AGENCY Program for reimbursement vouchers to be processed. If the reports do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, **Sanctions** Article.

PERFORMING AGENCY must submit program materials, which include pamphlets, fliers, videos, scripts for advertisements, etc, for the state materials review panel.

TRAINING REQUIREMENTS:

ACTIVITY	COURSE TITLE	PARTICIPANTS	PREREQUISITE	REQUIREMENTS
PCPE-PCM	Prevention Counseling and Partner Elicitation training (PCPE) Course	PCPE-PCM staff	Successful completion of self-study PCPE pre-course and a score of 80% or greater on the Comprehensive PCPE Pre-Course Test	Successful completion of RECEIVING AGENCY recognized course within six (6) months of employment.

PCPE-PCM	PCPE Supervisor's Course	PCPE-PCM Supervisor	Complete PCPE training	Supervisors shall attend this course within one (1) year of becoming a supervisor.
PCPE-PCM	PCPE	All PCPE-PCM case managers	N/A	Successful completion
ALL	Bridging Theory and Practice	All PCPE-PCM and EBI Program staff	N/A	Encouraged to attend and complete training within one (1) year of employment.
ALL	Community Assessment Methods	All EBI Program staff and PCPE-PCM Supervisors	N/A	Successful completion within one (1) year of employment.
EBI	Logic Modeling	All EBI Program staff	N/A	Encouraged to attend and complete training within one (1) year of employment.
EBI	Introduction to Facilitation	All EBI Program staff	N/A	Encouraged to attend and complete training within one (1) year of employment.
ALL	Cultural Competency Training	All PERFORMING AGENCY Program staff supported by this contract Attachment	N/A	Successful completion within one (1) year of employment. Course shall be repeated as necessary based upon PCPE-PCM supervisor evaluation of PERFORMING AGENCY staff.
ALL	STD Facts and Fallacies	PERFORMING AGENCY Program staff	N/A	Encouraged to attend and complete training.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Assurances** Article, is revised to include the following:

PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

General Provisions, **Records Retention** Article, is revised to include the following:

All records pertaining to this contract Attachment shall be retained by PERFORMING AGENCY and made available to RECEIVING AGENCY, the Comptroller General of the United States, the Texas State Auditor, or any of their authorized representatives, and in accordance with RECEIVING AGENCY'S General Provisions.

General Provisions, **Confidentiality of Protected Health Information** Article, is revised to include the following:

Neither PERFORMING AGENCY, nor any subrecipient, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subrecipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, RECEIVING AGENCY (The Texas Department of Health [TDH]) may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY (TDH) if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

RECEIVING AGENCY will have access to a client or patient record in the possession of PERFORMING AGENCY, or any subrecipient, under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, RECEIVING AGENCY (TDH) shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, strict adherence to the General Provisions, **Confidentiality of Protected Health Information** Article is required. In addition to these conditions, PERFORMING AGENCY shall comply with RECEIVING AGENCY Program's HIV and STD Program Operation Procedures and Standards, 2003 and any revisions. All of the above-referenced documents are incorporated herein and made a part of this contract Attachment.

PERFORMING AGENCY shall maintain current formal written agreements with RECEIVING AGENCY funded PCPE contractors within each jurisdiction to ensure effective coordinated partner services.

PERFORMING AGENCY shall comply with the Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure provided under a testing program.

SECTION III. BUDGET:

PERSONNEL	\$141,947.00
FRINGE BENEFITS	49,949.00
TRAVEL	6,597.00
EQUIPMENT	0.00
SUPPLIES	2,553.00
CONTRACTUAL	0.00
OTHER	31,304.00
 TOTAL DIRECT CHARGES	 \$232,350.00
INDIRECT CHARGES	\$0.00
TOTAL	\$232,350.00

Total reimbursements will not exceed \$232,350.00.

Financial status reports are due the 30th of April, 30th of July, 30th of October, and the 30th of March.

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

7460020708 2005-02

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489