

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

**TO:** Mayor and City Council

**FROM:** Fernando A. Guerra, MD, MPH, 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 ACCEPTING FUNDS FROM THE TEXAS DEPARTMENT OF HEALTH FOR THE AIDS SURVEILLANCE PROGRAM

**DATE:** May 6, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager to accept and execute a contract change notice of \$117,712.00 from the Texas Department of Health (TDH) for the Public Health State Support Project 2004/2005 to renew support for the ongoing AIDS Surveillance Program in the San Antonio Metropolitan Health District during the period April 1, 2004 through December 31, 2004. This ordinance will also adopt the program budget and approve a personnel complement.

Staff recommends approval.

**BACKGROUND INFORMATION**

TDH provides annual financial assistance to the City, through various contracts, to support public health activities provided by the SAMHD. One of these contracts supports the Public Health State Support Project 2004/2005. This project includes the AIDS Surveillance Program that compiles reports from local laboratories and infection control nurses to identify individuals in Bexar County who have contracted AIDS.

Last year's fifteen (15) month funding support from TDH was \$177,676.00 (averaging \$11,845.07 per month) for this activity. Funding this year covers nine (9) months support of \$117,712.00 (averaging \$13,079.11 per month), an increase from last year's funding. There is no change in the personnel complement for this activity from last year.

## **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 provides \$117,712.00 in funding support for the ongoing AIDS Surveillance Program in the SAMHD. Acceptance of this contract change will place no demands on the City General Fund.

## **COORDINATION**

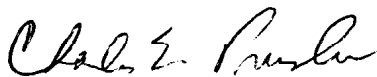
The City Attorney's Office and the Office of Management and Budget, Risk Management Division have reviewed the contract with TDH. The Finance Department has approved the proposed program budget.

## **SUPPLEMENTARY COMMENTS**

Provisions of the Ethics Ordinance do not apply.

Attachments:

- Attachment I: Public Health State Support Project 2004/2005 –Federal Budget and Personnel Complement
- Attachment II: TDH 7460020708 2005 Contract Change Notice No. 04, Attachment No. 05



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**

<u>INDEX</u>	<u>ESTIMATED REVENUES</u>	<u>OBJECT CODE</u>	<u>ORIGINAL BUDGET</u>
	Attachment #05		\$ 117,712
	Total Estimated Revenues		\$ <u>117,712</u>

**APPROPRIATIONS**

**AIDS Surveillance Program**

**36-07-32 04/01/2004 - 12/31/2004**

Regular Salaries & Wages	01-010	58,153
Language Skill Pay	01-019	2,400
Social Security	01-030	4,449
TMRS	01-040	6,763
Group Health Insurance	01-050	17,400
Life Insurance	01-051	133
Workers' Disability Comp.	01-060	400
Personal Leave Buy Back Pay	01-072	907
Rental of Pagers	02-112	100
Mail & Parcel Post Service	02-113	1,000
Travel- Official	02-124	3,300
Car Expense Allowance	02-130	4,433
Gas & Electricity	02-154	500
Temporary Services	02-161	5,850
Automatic Data Processing Svcs	02-172	1,000
Office Supplies	03-210	1,500
Computer Software	03-243	1,500
Indirect Cost	04-280	0
Computer Equipment	05-360	2,925
Furniture & Fixtures	05-375	5,000
<b>Total 36-07-32</b>		\$ <u>117,712</u>

Fund Only Index #: 000xxx

**PERSONNEL COMPLEMENT:**

<u>Class No.</u>	<u>Title</u>	<u>Current Positions</u>
Activity 36-07-32:		
0010	Office Assistant	1
0040	Administrative Assistant I	1
0282	Health Program Specialist	1
0284	Health Program Supervisor	1
	Total 36-07-32	<u>4</u>



ATTACHMENT II

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

STATE OF TEXAS

TDH Document No. 7460020708 2005

COUNTY OF TRAVIS

Contract Change Notice No. 04

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. 05 : HIV - SURVEILLANCE

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: 3-18-04

SW 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
03	STD/HIV 0000001818	01/01/04	12/31/04	93.977	215,116.00	0.00	215,116.00
04	IMM/LOCALS 0000001769	01/01/04	12/31/04	State	214,955.00	0.00	214,955.00
05	HIV/SURV 0000002157	04/01/04	12/31/04	93.944	117,712.00	0.00	117,712.00
TDH Document No.7460020708 2005 Change No. 04					Totals	\$ 0.00	\$1,136,833.00
					\$1,136,833.00	\$ 0.00	\$1,136,833.00

\*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. 05  
PURCHASE ORDER NO. 0000002157

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

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

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct active surveillance and reporting activities for human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS).

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

- Chapters 81 and 85 of the Health and Safety Code;
- Relevant portions of Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, as amended;
- 25 TAC Chapter 97, Subchapter F;
- RECEIVING AGENCY Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997; and
- HIV/AIDS and STD Program Operating Procedures and Standards.

PERFORMING AGENCY shall perform all activities in accordance with PERFORMING AGENCY'S application, activities work plan and any revisions, and detailed budget as approved by RECEIVING AGENCY Program. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

The activities required to carry out these projects are outlined in the Centers for Disease Control and Prevention (CDC) Guidelines for HIV/AIDS Surveillance, December 1999, and RECEIVING AGENCY Program's grant applications and awards by CDC, which are the basis for this contract Attachment. Copies have been provided to RECEIVING AGENCY Program.

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 be responsible to RECEIVING AGENCY Program for the design, maintenance and evaluation of an active surveillance system for AIDS/HIV cases. For the purpose of this contract Attachment, HIV infection and AIDS are as defined by the Centers for Disease Control and Prevention of the United States Public Health Service in accordance with the Health and Safety Code §81.101. The publication designating the most current definition may be requested from RECEIVING AGENCY.

PERFORMING AGENCY shall perform the following:

1. REPORTING

- a. Maintain a current list of key reporting sources in the PERFORMING AGENCY'S geographic area and visit key reporting sources at least yearly to establish and maintain communication about reporting rules and regulations and available public health services.
- b. Collect reports of HIV and AIDS cases diagnosed and/or treated within PERFORMING AGENCY'S geographic area.
- c. Ensure that HIV/AIDS case reports are accurate, complete and submitted to RECEIVING AGENCY Program within 45 days of receipt of the initial laboratory or morbidity report.
- d. Download and mail electronic and hard copy case reports to the RECEIVING AGENCY Program weekly by close of business each Friday unless prior arrangements have been made with the RECEIVING AGENCY Program.
- e. Conduct Incidence Surveillance Activities in cooperation with contractor identified to coordinate Incidence Surveillance by RECEIVING AGENCY Program.

2. REGISTRY MAINTENANCE

- a. Maintain a case file on all confirmed and suspected cases of HIV infections and AIDS diagnosed and/or treated within PERFORMING AGENCY'S geographic area.
- b. Follow-up pediatric HIV exposed cases every six (6) months until the case has met the CDC surveillance definition of presumptively or definitely infected or uninfected.
- c. Review HIV cases at a minimum of once yearly to identify and update registry with AIDS defining conditions.

3. SYSTEM EVALUATION

- a. Review and provide appropriate follow-up on all suspected HIV/AIDS cases identified by RECEIVING AGENCY Program's alternate record review systems

in order to enhance case ascertainment and validate the effectiveness of local surveillance efforts.

- b. Track reporting by local sources in order to monitor the level of compliance to reporting laws and level of case ascertainment.
- c. Conduct prescribed weekly, monthly, quarterly, and annual analyses to monitor trends in the data and evaluate data quality.

#### 4. EPIDEMIOLOGIC INVESTIGATIONS

- a. Initiate epidemiologic investigations on newly reported No Identified Risk (NIR) cases of public health importance within three (3) days of receipt of case report through contact with appropriate health care provider or the review of medical records.
- b. A determination of the need for public health follow-up will be made on all HIV positive test results within three (3) business days of the receipt of the test results. If no clear determination can be made within the three (3) business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation.
- c. Assist RECEIVING AGENCY Program with other epidemiologic investigations as deemed necessary by RECEIVING AGENCY Program or CDC.

#### 5. CONFIDENTIALITY

- a. Store all case files and computer diskettes containing patient information in a locked file cabinet when not in use. The locked file cabinet and surveillance computer shall be kept in a locked room with limited, controlled access.
- b. Utilize passwords to access computer databases containing HIV/AIDS case data. Passwords shall be changed monthly and known only to surveillance personnel.
- c. Limit the number of persons who have keys to registry files to persons directly involved in case reporting and the HIV/STD Program Manager in the geographic area of the Performing Agency.
- d. Require a statement of confidentiality to be signed by all personnel having access to HIV/AIDS case files and computer diskettes and kept on file by PERFORMING AGENCY.
- e. PERFORMING AGENCY may release demographic analyses of local data as public information as long as it complies with the Texas Department of Health, Bureau of HIV and STD prevention Policy No. 020.061 "Publication or Release of HIV/STD Data".

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

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.

### 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 enter no less than 90% of all new disease reports received by the PERFORMING AGENCY as morbidity into the HIV/AIDS Reporting System within 24 hours of the receipt of the disease report.

PERFORMING AGENCY shall ensure transfer of collected HIV/AIDS case information by the close of business on the Friday of each week to RECEIVING AGENCY Program. PERFORMING AGENCY may request RECEIVING AGENCY Program to extend the timetable for transferring data. Any agreement shall be in writing and signed by both parties.

PERFORMING AGENCY shall have no less than 90% of the HIV/AIDS cases reports with legitimate answers to the three questions: 1) was patient informed of HIV status; 2) were partner services needed; and 3 ) are additional referral serviced needed. If the percentage of case reports with these three questions completed drops below 80%, the PERFORMING AGENCY must prepare and submit a plan to the RECEIVING AGENCY Program addressing how the completion percentage will be improved.

A determination of the need for public health follow-up will be made on 95% of all HIV positive test results three (3) business days of the receipt of the test results. If no clear determination can be made within the three business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation

RECEIVING AGENCY Program will provide HIV/AIDS case reporting activities for cases diagnosed in the following geographic area(s): Bexar.

PERFORMING AGENCY shall complete and submit quarterly activity reports demonstrating PERFORMING AGENCY'S conduct of HIV/AIDS case-finding activities. These reports shall be submitted to RECEIVING AGENCY Program on the 20<sup>th</sup> calendar day of July 2004, October 2004, and January 2005 in a format provided by RECEIVING AGENCY Program.

PERFORMING AGENCY shall submit all data and reports within the required time frames. The reports 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.

## SECTION II. SPECIAL PROVISIONS:

General Provisions, **Statutory and Regulatory Compliance Requirements** 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.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, PERFORMING AGENCY shall require its personnel to adhere strictly to the General Provisions, **Confidentiality of Protected Health Information** Article. This 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 shall 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 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.

SECTION III. BUDGET:

PERSONNEL	\$79,503.00
FRINGE BENEFITS	31,674.00
TRAVEL	2,135.00
EQUIPMENT	0.00
SUPPLIES	3,800.00
CONTRACTUAL	0.00
OTHER	600.00
 TOTAL	 \$117,712.00

Total reimbursements will not exceed \$117,712.00.

Financial status reports are due the 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 2005-05

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489