

CONSENT AGENDA
ITEM NO. 13

**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; Human Resources Department; Finance Department; Project; File

SUBJECT: ORDINANCE ACCEPTING FUNDS FROM THE TEXAS DEPARTMENT OF HEALTH FOR THE SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM

DATE: August 12, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to execute a contract change totaling \$77,046.00 from the Texas Department of Health (TDH) to renew support for the ongoing Sexually Transmitted Disease (STD) Control Program in the San Antonio Metropolitan Health District (SAMHD) for the period September 1, 2004 through August 31, 2005. In addition, this ordinance will adopt the program budget and approve the personnel complement.

Staff recommends approval.

BACKGROUND INFORMATION

The City Manager was authorized to execute the Public Health State Support Project 2004/2005 contract with TDH through an ordinance passed and approved on December 4, 2003 providing annual assistance to the City in support of the core public health activities provided by the SAMHD. TDH has now offered a contract change totaling \$77,046.00 through Contract Change Notice No. 10 (See Attachment II) to renew support for the ongoing Sexually Transmitted Disease (STD) Program in the SAMHD for the period September 1, 2004 through August 31, 2005. This state funding is one of three funding sources for this program. The State STD Control Program funding along with Federal funding and support from the City General Fund, provides diagnosis, treatment and partner notification for approximately 11,000 patients each year who visit the SAMHD for sexually transmitted diseases.

This year's level of funding support from TDH remains the same as last year. The personnel complement consisting of three (3) positions for the program remains the same as last year (See Attachment I).

This contract change brings the total support for the Public Health State Support Project 2004/2005 Federal and State component to \$1,588,500.00.

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 \$77,046.00 to renew support for the STD Control Program in the SAMHD, and is the same as last year. Acceptance of this contract change will place no demand on the City General Fund.

COORDINATION

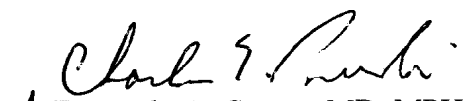
The City Attorney's Office and the Human Resources Department Risk Management Division, have reviewed the contract with TDH. The Finance Department has approved the proposed project budget.


SUPPLEMENTARY COMMENTS

Provisions of the Ethics Ordinance do not apply.

Attachments:

- Attachment I: Public Health State Support Project 2004-2005 (State) Budget and Personnel Complement
- Attachment II: TDH 7460020708 2005 Contract Change Notice No. 10, Attachment No. 09


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 (State)
Project No. 26-016067
TDH Contract No. 7460020708 2005

INDEX	<u>ESTIMATED REVENUES</u>	OBJECT CODE	CURRENT BUDGET
	Attachment #09	00-004	\$ <u>77,046</u>
	Total Estimated Revenues		\$ <u><u>77,046</u></u>

APPROPRIATIONS

STD Control Program

Activity 36-07-06 09/01/04 to 08/31/05

Regular Salaries & Wages	01-010	45,132
Language Skill Pay	01-019	1,200
Retirement Benefits - Soc. Sec.	01-030	3,544
Retirement Benefits - TMRS	01-040	5,291
Flexible Benefits Contribution	01-050	10,896
Life Insurance	01-051	64
Workers' Disability Compensation	01-060	300
Personal Leave Buy Back Pay	01-072	650
Communications: Telephones	02-110	800
Pagers	02-112	0
Mail & Parcel Post Service	02-113	100
Travel-Official	02-124	1,000
Car Expense Allowance	02-130	0
Temporary Services	02-161	3,000
Office Supplies	03-210	2,069
Chemicals, Medical & Drugs	03-228	3,000
Liab., Hazard & Fidelity Ins.	04-260	0
Total 36-07-06		<u>0</u>
Total Appropriations		\$ <u><u>77,046</u></u>

Fund Only Index Code: xxxxxx

PERSONNEL COMPLEMENT:

	PREVIOUS POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
Activity 36-07-06			
0010 Office Assistant	1	0	1
0067 Administrative Aide	1	0	1
0282 Health Program Specialist	1	0	1
Total 36-07-06	<u>3</u>	<u>0</u>	<u>3</u>



ATTACHMENT II

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

STATE OF TEXAS

DSHS Document No. 7460020708 2005

COUNTY OF TRAVIS

Contract Change Notice No. 10

The Department of State Health Services, 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. 09 : STD - HIV

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 :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Procurement and Contracting Services Division

(Name and Title)

Date: _____

SC PCSD - Rev. 6/04

DETAILS OF ATTACHMENTS

Att/ Amd No.	Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS 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
04A	IMM/LOCALS 0000001769	01/01/04	12/31/04	State	286,541.00	0.00	286,541.00
05A	HIV/SURV 0000002157	04/01/04	12/31/04	93.944	86,303.00	0.00	86,303.00
06	EPI/LEAD 0000002255	07/01/04	06/30/05	93.262	45,000.00	0.00	45,000.00
07	DIAB/CDSP 0000002262	07/01/04	03/29/05	93.988	90,000.00	0.00	90,000.00
08	TB/PC C038632000	09/01/04	08/31/05		199,444.00	0.00	199,444.00
09	STD/HIV C038634000	09/01/04	08/31/05		77,046.00	0.00	77,046.00
DSHS Document No.7460020708 2005 Change No. 10					Totals	\$ 0.00	\$1,588,500.00

*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. 09
PURCHASE ORDER NO. C038634000

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TERM: September 01, 2004 THRU: August 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct programs to control and prevent the spread of Sexually Transmitted Diseases (STDs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis. PERFORMING AGENCY shall provide the following core activities:

- Community and Individual Behavior Change;
- Medical and Laboratory Services;
- Partner Services;
- Leadership and Program Management;
- Surveillance and Data Management; and,
- Training and Professional Development.

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 herein by reference and made a part of this contract Attachment:

- RECEIVING AGENCY'S HIV and STD Program Operation Procedures and Standards, 2003 and any revisions;
- Centers for Disease Control and Prevention (CDC), STD Program Operations Guidelines;
- Chapters 81 and 85 of the Texas Health and Safety Code;
- Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
- 25 Texas Administrative Code (TAC), Chapter 97; and,
- RECEIVING AGENCY'S Quality Care: STD Clinical Standards and Monitoring Guidelines.

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.

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.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program's Continuation Request for Proposal (RFP), dated March 12, 2002, Renewal Application dated February 28, 2003, Renewal Application dated March 3, 2004, and PERFORMING AGENCY'S work plan 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. Any revisions or additions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

PERFORMANCE MEASURES

The following performance measure(s) 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 meet eighty percent (80%) of the current STD program objectives and indicators as referenced in RECEIVING AGENCY Program's continuation RFP dated March 12, 2002, Renewal Application dated February 28, 2003, and Renewal Application dated March 3, 2004.

The following STD clinical services shall be provided:

- All clients seeking STD diagnostic and/or treatment services (walk-in or phone) at public STD clinics during normal operating hours shall be triaged, and a minimum of ninety percent (90%) of clients shall be examined, tested and/or treated within 24 hours of seeking services; and
- Clients seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to PERFORMING AGENCY written protocols in compliance with RECEIVING AGENCY Program's HIV and STD Program

Operation Procedures and Standards, 2003 and any revisions, RECEIVING AGENCY Programs' STD Clinical Standards and Monitoring Guidelines, and CDC'S STD Treatment Guidelines, 2002, or latest version.

Reports and Narratives:

1. Narratives and Objectives - Due semi-annually on January 31st and July 31st of the same calendar year in a format provided by RECEIVING AGENCY Program.
2. STD Management Information System (STD*MIS) data - Due weekly on Friday by 5:00 p.m., Central Standard Time. PERFORMING AGENCY shall submit confidential reports of diagnosed STD cases as required by 25 TAC, Chapter 97 to RECEIVING AGENCY Program in a manner and in a format provided by RECEIVING AGENCY Program.
3. Congenital Syphilis Case Investigation and Infant Syphilis Control Record - Due to RECEIVING AGENCY Program, thirty (30) calendar days after reported to the local health department.
4. RECEIVING AGENCY Program's scannable forms for those clinic patients who receive Texas Infertility Prevention Project sentinel site services – Due no later than thirty (30) calendar days after provision of sentinel site services. If PERFORMING AGENCY uses comparable data collection systems, PERFORMING AGENCY shall establish a schedule with RECEIVING AGENCY Program prior to data submission.

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

PERFORMING AGENCY shall ensure that a complaint process is established and posted for public access.

PERFORMING AGENCY shall maintain Memoranda of Understanding (MOU) or collaborative plans with RECEIVING AGENCY-funded Partner Counseling and Partner Elicitation (PCPE) contractors within PERFORMING AGENCY'S jurisdiction to ensure effective coordinated partner services.

PERFORMING AGENCY shall conduct an STD Clinic Client Satisfaction Survey prior to August 31, 2005.

TRAINING REQUIREMENTS

Due to the specialization and job knowledge required for effective STD control programs, the following minimum training is required of personnel employed under this contract Attachment:

1. Disease Intervention Specialists (DIS) shall successfully complete the following training within six (6) months of employment:
 - a. Two (2) week Introduction to STD Intervention course;
 - b. Training to perform venipuncture; and,
 - c. PCPE training.
2. Disease Intervention Specialists (DIS) with more than one year of experience shall successfully complete the Advanced STD Intervention (ASTDI) course as soon as practicable when the course is offered.
3. First-line supervisors shall complete all training requirements of a DIS plus the following, within one (1) year of becoming a supervisor:
 - a. Attend the STD Intervention for Supervisor's course; and
 - b. Attend the Principles of Supervision in STD Control course.
4. Program managers shall complete all training requirements of a DIS and first-line supervisor, within one (1) year of becoming a program manager.

PERFORMING AGENCY staff shall have a development plan on file with PERFORMING AGENCY which focuses on the maintenance and building of knowledge and skills necessary to job performance after completing the training requirement as required in this contract Attachment.

RAPID RESPONSE PLAN

PERFORMING AGENCY shall maintain a Rapid Response Plan (RRP) for the PERFORMING AGENCY'S geographic jurisdiction as approved by RECEIVING AGENCY Program. The RRP shall be in compliance with the Texas Syphilis Elimination Plan and the CDC, National Plan to Eliminate Syphilis from the United States, October 1999.

PERFORMING AGENCY'S personnel shall be made available to staff a Rapid Intervention Team in the event of a disease "outbreak" as interpreted by RECEIVING AGENCY Program.

PERFORMING AGENCY'S personnel shall travel to other Texas jurisdictions that may not be included in PERFORMING AGENCY'S Service Area or Region as requested by RECEIVING AGENCY Program during a rapid intervention response. When such travel is requested by RECEIVING AGENCY Program, reimbursement arrangements for PERFORMING AGENCY'S travel expenditures shall be approved in advance by RECEIVING AGENCY Program.

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.

Due to the sensitive and highly personal nature of STD HIV/AIDS-related information, strict adherence to the General Provisions, **Confidentiality of Protected Health Information** Article, is required. 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 may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY 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.

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 have written program procedures covering core activities, such as: medical, lab, and partner services; surveillance and data management; clinical and disease intervention quality assurance.

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

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	NEW OR REVISED BUDGET	CURRENT APPROVED BUDGET	CHANGES REQUESTED
a. PERSONNEL.....	68,768.00	0.00	68,768.00
b. FRINGE BENEFITS.....	8,278.00	0.00	8,278.00
c. TRAVEL.....	0.00	0.00	0.00
d. EQUIPMENT.....	0.00	0.00	0.00
e. SUPPLIES.....	0.00	0.00	0.00
f. CONTRACTUAL.....	0.00	0.00	0.00
g. OTHER.....	0.00	0.00	0.00
h. TOTAL DIRECT CHARGES.....	77,046.00	0.00	77,046.00
i. INDIRECT CHARGES.....	0.00	0.00	0.00
j. TOTAL.....	77,046.00	0.00	77,046.00
k. RECEIVING AGENCY SHARE.....	77,046.00	0.00	77,046.00
l. PERFORMING AGENCY SHARE (Includes m. PI)	0.00	0.00	0.00
m. PROGRAM INCOME:			
	0.00	0.00	0.00
m.2. Program Income (projected).....	0.00	0.00	0.00
m.3. Other Match.....	0.00	0.00	0.00
CONTRACT TERM			
Begin Date.....	9/1/2004		
End Date.....	8/31/2005		
DETAIL ON INDIRECT COST:			
TYPE OF RATE PROVISIONAL.....			
PREDETERMINED.....			
FINAL.....			
FIXED.....			
RATE.....	0.00000	0.00000	0.00000
BASE.....	0.00	0.00	0.00
TOTAL INDIRECT CHARGES.....	0.00	0.00	0.00

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.