

**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 TUBERCULOSIS PREVENTION AND CONTROL PROGRAM

**DATE:** August 12, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager to execute a contract change totaling \$199,444.00 from the Texas Department of Health (TDH) to renew support for the ongoing Tuberculosis Prevention and 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, approve the personnel complement, and authorize payments for contractual services.

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 \$199,444.00 through Contract Change Notice No. 09 (See Attachment II) to renew support for the ongoing Tuberculosis Prevention and Control Program in the SAMHD for the period September 1, 2004 through August 31, 2005. The Tuberculosis Prevention and Control Program staff conducts investigations and manages suspected cases of tuberculosis. Each year this team conducts over 8,000 patient home visits to provide medications and assure compliance with treatment plans.

This year's level of funding support from TDH remains the same as last year. The total number of personnel positions will be reduced from five to four with the following adjustments: (1) A vacant Licensed Vocational Nurse position and a vacant Health Program Specialist position are being eliminated, (2) An X-ray technician position, formerly under contract, is being added (See Attachment I). Having this position in-house rather than under contract, will save the program approximately \$4,000.00 per year. The x-ray technician will operate the x-ray machine at the clinic, develop the x-ray films and send them out for interpretation, be responsible for the radiation control program and assure proper disposal of waste materials.

This contract change brings the total support for the Public Health State Support Project 2004/2005 Federal and State component to \$1,511,454.00.

### **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 contract change provides \$199,444.00 to renew support for the Tuberculosis Prevention and Control Program in the SAMHD. Acceptance of this contract change will place no demand on the City General Fund.

### **COORDINATION**

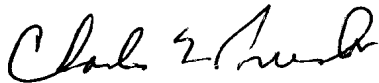
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed and approved the contract with TDH. The Finance Department has approved the proposed budget.

### **SUPPLEMENTARY COMMENTS**

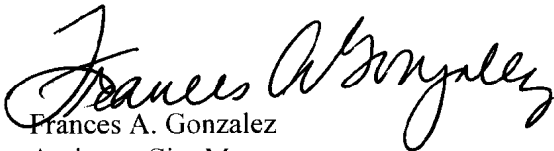
Provisions of the Ethics Ordinance do not apply.

Attachments:

- Attachment I: Public Health State Support Project 2004-2005 (State) Budget and Personnel Complement
- Attachment II: TDH 7460020708 2005 Contract Change Notice No. 09, Attachment No. 08



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**

<b>INDEX</b>	<b><u>ESTIMATED REVENUES</u></b>	<b>OBJECT CODE</b>	<b>CURRENT BUDGET</b>
	Attachment #08	00-004	\$ 199,444
	Total Estimated Revenues		\$ <u>199,444</u>

**APPROPRIATIONS**

**Special TB Outreach Program**

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

Regular Salaries & Wages	01-010	\$ 122,210
Language Skill Pay	01-019	1,200
Retirement Benefits - Soc. Sec.	01-030	9,349
Retirement Benefits - TMRS	01-040	13,956
Flexible Benefits Contribution	01-050	21,792
Life Insurance	01-051	183
Workers' Disability Compensation	01-060	1,348
Personal Leave Buy Back Pay	01-072	1,312
Travel - Official	02-124	2,328
Travel - Other	02-127	0
Car Expense Allowance	02-130	10,801
Fees to Professional Contractors	02-160	6,470
Temporary Services	02-161	5,394
ADP Services	82-672	401
Office Supplies	03-210	950
Chemicals, Medical and Drugs	03-228	950
X-Ray Supplies	03-230	800
Indirect Costs	04-280	0
Total 36-07-04		\$ <u>199,444</u>

Fund Only Index Code: xxxxxx

**PERSONNEL COMPLEMENT:**

	<b>PREVIOUS POSITIONS</b>	<b>ADD (DEDUCT)</b>	<b>CURRENT POSITIONS</b>
Activity 36-07-04:			
0242 X-ray Technican	0	1	1
0244 Senior Public Health Nurse	1	0	1
0267 Licensed Vocational Nurse	2	(1)	1
0282 Health Program Specialist	1	(1)	0
0918 Program Manager	1	0	1
Total 36-07-04:	<u>5</u>	<u>(1)</u>	<u>4</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. 09

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. 08 : TB - PREVENTION AND CONTROL

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: \_\_\_\_\_

PF PCSD - Rev. 6/04

# DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS 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
DSHS Document No.7460020708 2005 Change No. 09					Totals	\$ 0.00	\$1,511,454.00

\*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. 08  
PURCHASE ORDER NO. C038632000

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: TUBERCULOSIS ELIMINATION DIVISION

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

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall develop and provide: (1) basic services for tuberculosis (TB) prevention and control and (2) expand outreach services to individuals of identified sub-groups who have TB or who are at high risk of developing TB throughout PERFORMING AGENCY'S defined service area.

PERFORMING AGENCY shall perform the following activities:

Provide basic and expanded outreach services in compliance with RECEIVING AGENCY'S most current version of the Standards of Performance and the following series of American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) "Joint Statements" on diagnosis, treatment and control of TB.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following.

- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003. Publication can be located at web site [www.cdc.gov/nchstp/tb/pubs/mmwrhtml/maj\\_guide.htm](http://www.cdc.gov/nchstp/tb/pubs/mmwrhtml/maj_guide.htm)
- Control of Tuberculosis (American Review Respiratory Disease, Vol. 146, pp. 1623-33, 1992);
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Review Respiratory Disease, Vol. 161, pp. 1376-1395, 2000);
- Targeted Tuberculin Testing and Treatment of Latent TB Infection, MMWR, Vol. 49, No. RR-6, 2000;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31);
- Management of Persons Exposed to Multidrug-Resistant Tuberculosis (MMWR, June 19, 1992, Vol. 41, RR-11); and
- Recommendations for Prevention and Control of Tuberculosis Among Foreign Born Person (MMWR, September 18, 1998, Vol. 47, RR-16).

PERFORMING AGENCY shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this contract Attachment.

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B;
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A Control of Communicable Diseases; and
- RECEIVING AGENCY'S Standards for Public Health Clinic Services, Revised January 31, 2004.

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

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.

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'S approved service delivery plan shall meet or exceed RECEIVING AGENCY Program's Standard of Performance in the following areas:

- Management of TB cases and suspects with emphasis on provision of directly observed therapy (DOT);
- Management of contacts to known or suspected cases of tuberculosis;
- Management of patients on treatment of latent TB infection (LTBI);
- Surveillance to identify unreported individuals with LTBI and TB disease as well as reporting of all TB cases, suspects, and contacts;
- Infection control procedures;
- Targeted testing of high risk groups;
- Professional education and training for new TB staff and continuing education for current staff;

- Patient and provider communication as it relates to limited English proficient (LEP) clients; and
- Quality assurance.

PERFORMING AGENCY shall provide a narrative report on their performance goals, objectives, and screening activities semi-annually. PERFORMING AGENCY shall maintain the documentation used to calculate outcome performance measures. Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
September – February	March 31, 2005
March – August	September 30, 2005

RECEIVING AGENCY Program shall provide administrative and technical assistance for the implementation and operation of the service delivery plan.

#### PERFORMANCE MEASURES:

The following outcome 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.

1. 90% of cases and suspects under treatment are on DOT.
2. 90% of cases, for which therapy of one (1) year or less is indicated, will complete therapy within twelve (12) months.

PERFORMING AGENCY shall report these measures monthly in the format provided by RECEIVING AGENCY Program. In addition, PERFORMING AGENCY shall maintain documentation and report monthly on the support measures defined in the reporting format, which are used to calculate key outcome performance measures. Reports are due the 30<sup>th</sup> day of the month following the report period. PERFORMING AGENCY shall send reports to the Texas Department of Health, Tuberculosis Elimination Division, 1100 West 49<sup>th</sup> Street, Austin, Texas 78756-3199 via regular mail, fax, or e-mail to TBED's Quality Assurance Coordinator.

RECEIVING AGENCY Program shall calculate performance measures based on the information maintained in databases kept at RECEIVING AGENCY Program, and shall notify PERFORMING AGENCY of the values that shall be calculated thirty-two (32) days following the end of the month of report.

#### SECTION II. SPECIAL PROVISIONS:

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



PERFORMING AGENCY shall develop and submit a service delivery plan and detailed budget justification for continuation of this contract Attachment during the next fiscal year. The plan and budget shall be prepared in the format approved by RECEIVING AGENCY Program; one (1) copy shall be submitted to RECEIVING AGENCY Program, and one (1) copy shall be submitted to the Regional Director, no later than 120 days prior to the end of this contract Attachment term. The plan shall describe PERFORMING AGENCY'S service delivery and activities toward meeting the objectives outlined in SECTION I. SCOPE OF WORK above, including updated outcome performance measure targets and a detailed line item budget justification.

PERFORMING AGENCY shall mail all initial reports of confirmed TB cases, and suspected TB cases to RECEIVING AGENCY Program within seven (7) working days of identification or notification. Any updates to initial RECEIVING AGENCY'S Report of Cases and Patient Services Form (TB400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be mailed to RECEIVING AGENCY Program.

PERFORMING AGENCY shall mail report of contacts on all class 3 TB cases and smear positive class 5 TB suspects within thirty (30) days of identification using RECEIVING AGENCY'S Report of Contacts Form (TB340). All subsequent contacts shall be mailed as contacts are identified. Refer to the latest edition of Standard of Performance for scheduling of reporting dates.

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

Funding from this Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this contract Attachment) state or local funds, but PERFORMING AGENCY shall use such funds to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than RECEIVING AGENCY Program share set out in SECTION III. BUDGET, PERFORMING AGENCY shall obtain funds for the remaining costs in order to accomplish the objectives set forth in this contract Attachment.

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

All revenue directly generated by this contract Attachment or earned as a result of this contract Attachment during the term of this contract Attachment is considered program income, including income generated through Medicaid billings for TB related clinic services. PERFORMING AGENCY may use the program income, excluding program income earned from Medicaid billings for TB drugs, to further the scope of work detailed in this Attachment. This program income may not be used to take the place of existing local, state, or federal program funds.

Program income earned from Medicaid billings for TB drugs, which have been provided by RECEIVING AGENCY Program to PERFORMING AGENCY, must be reported, and reimbursed to RECEIVING AGENCY on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
September, October, November	December 31, 2004
December, January, February	March 31, 2005
March, April, May	June 30, 2005
June, July, August	September 30, 2005

RECEIVING AGENCY Program has provided PERFORMING AGENCY with the format to be used for reporting. All reimbursements from PERFORMING AGENCY shall be mailed to: Texas Department of Health, Attention: Fiscal Division/Accounts Payable, 1100 West 49<sup>th</sup> Street, Austin, Texas 78757-3199.

A final settlement of the reimbursements to RECEIVING AGENCY for TB drugs will be completed no later than ninety (90) days after the contract Attachment term.

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	NEW OR REVISED BUDGET	CURRENT APPROVED BUDGET	CHANGES REQUESTED
a. PERSONNEL.....	122,210.00	0.00	122,210.00
b. FRINGE BENEFITS.....	49,541.00	0.00	49,541.00
c. TRAVEL.....	13,129.00	0.00	13,129.00
d. EQUIPMENT.....	0.00	0.00	0.00
e. SUPPLIES.....	2,700.00	0.00	2,700.00
f. CONTRACTUAL.....	11,864.00	0.00	11,864.00
g. OTHER.....	0.00	0.00	0.00
h. TOTAL DIRECT CHARGES.....	199,444.00	0.00	199,444.00
i. INDIRECT CHARGES.....	0.00	0.00	0.00
j. TOTAL.....	199,444.00	0.00	199,444.00
k. RECEIVING AGENCY SHARE.....	199,444.00	0.00	199,444.00
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.