

**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

DATE: August 19, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to execute a contract that provides support totaling \$899,073.00 from the Texas Department of Health (TDH) to fund the ongoing Title V Maternal & Child Health Program (\$261,633.00) and the ongoing Title V Family Planning Program (\$637,440.00) in the San Antonio Metropolitan Health District (SAMHD) for the period September 1, 2004 through August 31, 2005. This ordinance will also adopt the program budgets, approve the personnel complements, 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 August 12, 2004 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 \$899,073.00 through Contract Change Notice No. 01, Attachment No. 02 to renew support for the ongoing Title V Maternal and Child Health Program and Attachment No. 03 to renew support for the ongoing Family Planning Program in the SAMHD for the period September 1, 2004 through August 31, 2005 (See Attachment II).

The Title V grant is a fee-for-service contract with funding ceilings. This grant supplements SAMHD efforts to provide comprehensive preventive health services to uninsured, low income women and children who are not eligible for other medical assistance such as Medicaid and CHIP. In Bexar County approximately 100,000 women would qualify for Title V benefits if they become pregnant.

Our Title V funding has two components:

The **Title V Maternal & Child Health Program** provides a variety of activities including prenatal care, well child care, dental care for children and adolescents, and high-risk case management. The level of funding for this fiscal year will support prenatal services to over 800 women, well-child examinations for approximately 500 children and dental examinations for approximately 700 children and pregnant women who otherwise would not have access to preventive health care.

Legislative reductions due to State budgetary constraints have decreased the funding ceiling from last year's grant of \$383,597.00 to \$261,633.00. This will impact SAMHD offered services for 330 pregnant women, an average of nine visits each, during their prenatal period. The proposed personnel complement of this activity consists of sixteen (16) positions, compared with the previous year's seventeen (17) personnel positions. To make the adjustment, two vacant positions for Public Health Aide were eliminated and a Public Health Nurse position was added (See Attachment I).

The **Title V Family Planning Program** provides family planning services for women who do not qualify for Medicaid or have no health insurance and live below 185% of the Federal Poverty Level (e.g., a total yearly income of up to \$34,872.00 for a family of four). Annually, this funding assists SAMHD in providing services to 5,100 women of child-bearing age, providing physical examinations, health counseling, follow-up and referral to other agencies. The services are provided at ten public health clinics located throughout the city.

This year's level of funding support from TDH for Title V Family Planning Program is the same as last year. The proposed personnel complement of this activity consisting of twenty-two (22) positions is one position more than last year (See Attachment I). This is to allow for a transfer of one City employee from Special Projects Officer to Management Analyst to better serve the activity. There is no impact to the funding source and the Special Projects Officer will be eliminated.

This contract change brings the total support for the Public Health State Support Project 2004/2005 Federal and State component to \$899,073.00.

POLICY ANALYSIS

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

FISCAL IMPACT

This contract provides \$899,073.00 in support to renew the ongoing Title V Maternal & Child Health Program and Title V Family Planning Program in the SAMHD. Sources of funds are as follows:

TDH Contract #7460020708A 2005, Attachment #02	\$261,633.00
Title V MCH Patient Co-payments	\$7,500.00
Transfer from 26-016064	\$50,000.00
TDH Contract #7460020708A 2005, Attachment #03	\$637,440.00
Title V FP Patient Co-payments	<u>\$10,000.00</u>
Total FY 2004/2005 Funding:	\$966,573.00

This ordinance 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

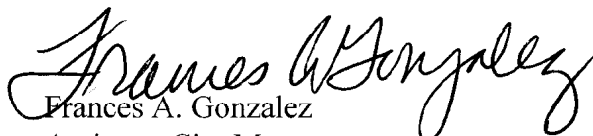
Provisions of the Ethics Ordinance do not apply.

Attachments:

- Attachment I: Title V Project 2004-2005/Public Health State Support Project 2004-2005 (State) Budgets and Personnel Complements
- Attachment II: TDH 7460020708A 2005 Contract Change Notice No. 01, Attachment No. 02 and Attachment No. 03

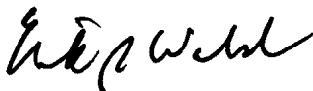


Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager

APPROVED:



Terry M. Brechtel
City Manager

ATTACHMENT I
Title V Project 2004-2005
Project No. 26-016067
TDH Contract No. 7460020708A 2005

INDEX	<u>ESTIMATED REVENUES</u>	OBJ-CODE	CURRENT BUDGET
Attachment #02		00-004	\$ 261,633
Title V MCH Patient Co-pay		00-008	7,500
Transfer from 26-016064		00-009	50,000
Attachment #03		00-004	637,440
Title V FP Patient Co-pay		00-008	10,000
Total Estimated Revenues			<u>966,573</u>

APPROPRIATIONS

Title V Maternal & Child Health Program

Activity: 36-06-30 09/01/04 to 08/31/05

Regular Salaries & Wages	01-010	125,000
Language Skill Pay	01-019	1,200
Retirement Benefits - Soc. Sec.	01-030	9,563
Retirement Benefits - TMRS	01-040	14,538
Flexible Benefits Contribution	01-050	25,240
Life Insurance	01-051	285
Workers' Disability Compensation	01-060	2,724
Personal Leave Buy Back Pay	01-072	3,775
Communications: Telephones	02-110	1,500
Pagers	02-112	1,400
Mail and Parcel Post Service	02-113	50
Cellular Phone	02-114	950
Travel - Official	02-124	1,000
Education	02-128	1,200
Car Expense Allowance	02-130	500
Fees to Professional Contractors	02-160	55,000
Temporary Services	02-161	500
Fees to Other Contractors	02-163	25,000
Automatic Data Processing Services	02-172	1,000
Membership Dues and Licenses	02-178	150
Binding, Printing & Reproduction	02-181	1,500
Office Supplies	03-210	7,587
Chemicals, Medical & Drugs	03-228	20,000
Tools, Apparatus & Accessories	03-232	100
Liability, Hazard & Fidelity Insurance	04-260	2,172
Computer Equipment	05-360	4,000
Machinery and Equipment	05-373	12,000
Furniture & Fixtures	05-375	1,200
Total 36-06-30		\$ <u>319,133</u>

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Title V Family Planning Program

Activity: 36-06-29 09/01/04 to 08/31/05

Regular Salaries & Wages	01-010	354,500
Language Skill Pay	01-019	1,800
Retirement Benefits - Soc. Sec.	01-030	27,119
Retirement Benefits - TMRS	01-040	41,228
Flexible Benefits Contribution	01-050	25,240
Life Insurance	01-051	808
Workers' Disability Compensation	01-060	2,724
Personal Leave Buy Back Pay	01-072	2,200
Communications: Telephones	02-110	50
Pagers	02-112	0
Mail and Parcel Post Service	02-113	50
Travel - Official	02-124	250
Education	02-128	0
Car Expense Allowance	02-130	1,500
Fees to Professional Contractors	02-160	55,000
Temporary Services	02-161	500
Automatic Data Processing Services	02-172	1,000
Membership Dues and Licenses	02-178	500
Binding, Printing & Reproduction	02-181	250
Office Supplies	03-210	6,548
Chemicals, Medical & Drugs	03-228	115,000
Liability, Hazard & Fidelity Insurance	04-260	2,172
Computer Equipment	05-360	5,000
Furniture & Fixtures	05-375	4,000
Total 36-06-29		<u>647,440</u>

Total Appropriations

\$ 966,573

Fund Only Index Code: xxxxxx

(Continued on Next Page)

PERSONNEL COMPLIMENT

Class No.	Title	PREVIOUS POSITIONS	ADD (DEDUCT)	CURRENT POSITIONS
Activity 36-06-30				
0067	Administrative Aide	2	0	2
0239	Public Health Aide	4	(2)	2
0239	Public Health Aide (.50 FTE)	1	0	1
0243	Public Health Nurse Practitioner	1	0	1
0243	Public Health Nurse Practitioner (.50 FTE)	1	0	1
0244	Senior Public Health Nurse	2	(1)	1
0244	Senior Public Health Nurse (.50 FTE)	1	1	2
0246	Public Health Nurse	0	1	1
0261	Senior Public Health Physician (.50 FTE)	2	1	3
0267	Licensed Vocational Nurse	2	(1)	1
0870	Special Projects Coordinator	1	0	1
Personnel 36-06-30:		<u>17</u>	<u>(1)</u>	<u>16</u>
Activity 36-06-29				
0010	Office Assistant (.50 FTE)	1	0	1
0010	Office Assistant	0	1	1
0040	Administrative Assistant I	1	0	1
0046	Management Analyst	0	1	1
0239	Public Health Aide	4	(2)	2
0239	Public Health Aide (.50 FTE)	1	0	1
0243	Public Health Nurse Practitioner	2	0	2
0243	Public Health Nurse Practitioner (.50 FTE)	1	0	1
0244	Senior Public Health Nurse	2	0	2
0244	Senior Public Health Nurse (.50 FTE)	1	0	1
0246	Public Health Nurse	2	0	2
0261	Senior Public Health Physician (.50 FTE)	2	0	2
0261	Senior Public Health Physician (.50 FTE)	0	1	1
0267	Licensed Vocational Nurse (.50 FTE)	1	(1)	0
0282	Health Program Specialist (.50 FTE)	1	0	1
0865	Special Projects Officer	1	(1)	0
0866	Special Projects Manager	0	1	1
0896	Department System Specialist	1	0	1
Personnel 36-06-29:		<u>21</u>	<u>0</u>	<u>21</u>
Total Personnel:		<u><u>38</u></u>	<u><u>(1)</u></u>	<u><u>37</u></u>



ATTACHMENT II

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

STATE OF TEXAS
COUNTY OF TRAVIS

DSHS Document No. 7460020708A2005

Contract Change Notice No. 01

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. 02 : AC FAMILY HEALTH - FEE FOR SERVICE
ATT NO. 03 : AC FAMILY HEALTH - FAMILY PLANNING

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: _____

KR 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	M&D C038557000	09/01/04	08/31/05	State	0.00	0.00	0.00
02	ACFH/FEE C038766000	09/01/04	08/31/05		261,633.00	0.00	261,633.00
03	ACFH/FEE-FP C038768000	09/01/04	08/31/05		637,440.00	0.00	637,440.00
DSHS Document No. 7460020708A2005 Change No. 01					Totals	\$ 0.00	\$899,073.00

*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. 7460020708A-2005
ATTACHMENT NO. 02
PURCHASE ORDER NO. C038766000

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: ASSOCIATE COMMISSIONER FOR FAMILY
HEALTH

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

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide or assure the provision of prenatal, preventive, and primary child health, dysplasia, and dental services (for children and adolescents) for Title V eligible clients. PERFORMING AGENCY shall provide services approved in the PERFORMING AGENCY'S application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

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, including but not limited to:

- Fees for Clinical Health Services, 25 TAC § 1.91 (Local Health Departments only).

The following documents are incorporated by reference and made a part of this contract Attachment. These include:

- RECEIVING AGENCY Title V FY2005 Competitive Request For Proposal (RFP);
- PERFORMING AGENCY'S FY2005 Component II, Attachment A application and any revisions;
- Title V Policy and Procedures Manual, revised for FY2005; and
- RECEIVING AGENCY'S Texas Department of Health (TDH) Standards for Public Health Clinic Services, revised January 31, 2004.

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 shall not continue performance under this Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

RECEIVING AGENCY'S Public Health Regional Director or designee, 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 measure(s) 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.

At least 25% of the total amount of this Attachment shall be for services provided to Title V eligible individuals ages one (1) through twenty-one (21) by PERFORMING AGENCY.

PERFORMING AGENCY shall provide services to clients who receive services in the following county(ies)/area: Bexar.

SECTION II. SPECIAL PROVISIONS:

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 services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of RECEIVING AGENCY with thirty (30) days written notice to PERFORMING AGENCY. The notice will provide PERFORMING AGENCY with an opportunity to terminate this Attachment should the modification include a reduction in rates. PERFORMING AGENCY shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the PERFORMING AGENCY does not exercise the option during the thirty (30) day time period, PERFORMING AGENCY shall be deemed to have waived the option. A Request for "Advance or Reimbursement", Form 270 (TDH Form GC-10), is due no later than ninety (90) days after the end of the Attachment term. This report shall be marked "Final".

BILLING REQUIREMENTS

PERFORMING AGENCY shall bill RECEIVING AGENCY on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a TDH Monthly Reimbursement Request and shall not refer to or identify individual clients. PERFORMING AGENCY shall bill within thirty (30) days after the end of the month which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are

denied eligibility by the Texas Department of Human Services. All bills shall be submitted within ninety (90) days of the end of the Attachment term.

In billing RECEIVING AGENCY, PERFORMING AGENCY shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. RECEIVING AGENCY will pay PERFORMING AGENCY for all acceptable vouchers submitted up to PERFORMING AGENCY'S contract ceiling amount. Billing vouchers submitted outside of the time frames indicated above shall be subject to disallowance.

BILLING ACTIVITY

RECEIVING AGENCY shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. RECEIVING AGENCY will monitor PERFORMING AGENCY'S billing activity. If utilization is below that projected in PERFORMING AGENCY'S contract ceiling amount, shown in SECTION III. BUDGET, PERFORMING AGENCY'S ceiling may be subject to a decrease for the remainder of the contract Attachment period. PERFORMING AGENCY may be subject to contract ceiling amount decreases if PERFORMING AGENCY'S billing activity is less than projected.

RECEIVING AGENCY may pay for additional services as specified in this Attachment if provided by PERFORMING AGENCY during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of the State and the RECEIVING AGENCY Program to do so, and funds are available. If PERFORMING AGENCY exceeds the ceiling amount of the Attachment, PERFORMING AGENCY shall continue to bill RECEIVING AGENCY for the services provided. RECEIVING AGENCY may pay for these additional services if funds become available at a later date.

ELIGIBILITY

All individuals considered for Title V eligibility must be screened and determined eligible using a TDH or Title V program approved screening tool as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

CO-PAY

PERFORMING AGENCY may assess a co-pay from clients provided services by RECEIVING AGENCY under this Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment may not exceed 25% of the amount RECEIVING AGENCY pays PERFORMING AGENCY for the provision of a given service. A client shall not be denied services due to inability to pay. Local Health

Departments shall 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 shall identify and report all program income monthly.

Program Income may be retained by PERFORMING AGENCY so long as it is used to provide services specified in the scope of work detailed in this Attachment. This shall be demonstrated only by submission of acceptable billing vouchers for services provided to Title V eligible clients which exceeds PERFORMING AGENCY'S Attachment amount by the total program income amount.

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

PERFORMING AGENCY shall submit:

- Title V MCH Monthly Aggregate Activity Report, in conjunction with each monthly billing request. Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by RECEIVING AGENCY unless accompanied by a complete corresponding aggregate report;
- A Request for Advance or Reimbursement Form 270 (TDH form GC-10), no later than ninety (90) days after the end of the attachment term; and,
- Other reports as deemed necessary by RECEIVING AGENCY upon reasonable notice to PERFORMING AGENCY.

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 neither 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);

- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has 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 shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from RECEIVING AGENCY.

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 \$261,633.00.

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

7460020708A 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

DOCUMENT NO. 7460020708A-2005
ATTACHMENT NO. 03

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: ASSOCIATE COMMISSIONER FOR FAMILY
HEALTH

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

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide or assure the provision of family planning services for Title V eligible clients. PERFORMING AGENCY shall provide services approved in the PERFORMING AGENCY'S application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

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, including but not limited to:

- RECEIVING AGENCY Family Planning Standards and Rules, 25 TAC Chapter 56;
- Sterilization, 42 CFR Part 50, Subpart B; and
- Fees for Clinical Health Services, 25 TAC § 1.91 (Local Health Departments only).

The following documents are incorporated by reference and made a part of this contract Attachment. These include:

- RECEIVING AGENCY Title V FY2005 Competitive Request For Proposal (RFP);
- PERFORMING AGENCY'S FY2005 Component II, Attachment B application and any revisions;
- Title V Policy and Procedures Manual, revised for FY2005; and
- RECEIVING AGENCY'S Texas Department of Health (TDH) Standards for Public Health Clinic Services, revised January 31, 2004.

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 shall not continue performance under this Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

RECEIVING AGENCY'S Public Health Regional Director or designee, 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 measure(s) 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.

At least 25% of the total amount of this Attachment shall be for services provided to Title V eligible individuals through twenty-one (21) years of age by PERFORMING AGENCY.

PERFORMING AGENCY shall provide services to clients who receive services in the following county(ies)/area: Bexar.

SECTION II. SPECIAL PROVISIONS:

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 V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of RECEIVING AGENCY with thirty (30) days written notice to PERFORMING AGENCY. The notice will provide PERFORMING AGENCY with an opportunity to terminate this Attachment should the modification include a reduction in rates. PERFORMING AGENCY shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the PERFORMING AGENCY does not exercise the option during the thirty (30) day time period, PERFORMING AGENCY shall be deemed to have waived the option.

BILLING REQUIREMENTS

PERFORMING AGENCY shall bill RECEIVING AGENCY for allowable services provided to Title V eligible clients. Requests for payment shall be submitted to the Health and Human Services Commission's claims administrator 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 which follows the RECEIVING AGENCY Family Planning Division billing specifications which may be obtained from RECEIVING AGENCY Family Planning Division.

BILLING ACTIVITY

RECEIVING AGENCY shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. RECEIVING AGENCY will monitor PERFORMING AGENCY'S billing activity. If utilization is below that projected in PERFORMING AGENCY'S contract ceiling amount, shown in SECTION III. BUDGET, PERFORMING AGENCY'S ceiling may be subject to a decrease for the remainder of the contract Attachment period. PERFORMING AGENCY may be subject to contract ceiling amount decreases if PERFORMING AGENCY'S billing activity is less than projected.

RECEIVING AGENCY may pay for additional services as specified in this Attachment if provided by PERFORMING AGENCY during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of the State and the RECEIVING AGENCY Program to do so, and funds are available. If PERFORMING AGENCY exceeds the ceiling amount of the Attachment, PERFORMING AGENCY shall continue to bill RECEIVING AGENCY for the services provided. RECEIVING AGENCY may pay for these additional services if funds become available at a later date.

ELIGIBILITY

All individuals considered for Title V eligibility must be screened and determined eligible using a TDH or Title V program approved screening tool as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

CO-PAY

PERFORMING AGENCY may, assess a co-pay from clients provided services by RECEIVING AGENCY under this Attachment. A co-payment assessment may not exceed 25% of the amount RECEIVING AGENCY pays PERFORMING AGENCY for the provision of a given service. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A client shall not be denied services due to inability to pay. Local Health Departments shall 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 shall identify and report all program income annually using Form 270 Request for Advance or Reimbursement (TDH Form GC-10).

Program Income may be retained by PERFORMING AGENCY so long as it is used to provide services specified in the scope of work detailed in this Attachment. This shall be

demonstrated only by submission of acceptable family planning claims for services provided to Title V eligible clients which exceeds PERFORMING AGENCY'S Attachment amount by the total program income amount.

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

PERFORMING AGENCY shall submit:

- A Request for Advance or Reimbursement Form 270 (TDH Form GC-10), no later than ninety (90) days after the end of the attachment term; and,
- Other reports as deemed necessary by RECEIVING AGENCY upon reasonable notice to PERFORMING AGENCY.

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 neither 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);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has 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 shall 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, a client shall sign a copy of the U.S. Department of Health and Human Services (DHHS) 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 \$637,440.00.

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

7460020708A 2005-03

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489