

**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

SUBJECT: ORDINANCE ACCEPTING FUNDS FROM THE TEXAS DEPARTMENT
OF STATE HEALTH SERVICES FOR THE TITLE XX FAMILY PLANNING
PROGRAM

DATE: July 14, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept and execute a Texas Department of State Health Services (TDSHS) contract change totaling \$21,882.00 to augment support for the ongoing Title XX Family Planning Program in the San Antonio Metropolitan Health District (SAMHD) for the period September 1, 2004 through August 31, 2005. In addition, this ordinance authorizes the acceptance and execution of a contract with the University of Texas Health Science Center at San Antonio (UTHSCSA), Department of Family Nursing for the AVANTE Clinic Project in the SAMHD for the period May 1, 2005 through September 30, 2008 that will provide SAMHD estimated Medicaid reimbursements totaling \$13,500.00. This ordinance will also revise the program budget.

Staff recommends approval.

BACKGROUND INFORMATION

The City Manager was authorized to execute the Public Health State Support Project 2004/2005 contract with TDSHS 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. A contract change accepted through an ordinance passed and approved on August 26, 2004, provided \$340,375.00 to renew support for the Title XX Family Planning Program in the SAMHD for the period September 1, 2004 through August 31, 2005. Now TDSHS has offered a contract change totaling \$21,882.00 through Contract Change Notice No. 03, Attachment No. 04A (See Attachment II) to augment support for the ongoing Title XX Family Planning Program in the SAMHD.

The Title XX Family Planning Program provides family planning services to women of childbearing age who do not qualify for Medicaid and live below 150% of the Federal Poverty Level (e.g., a total yearly income of up to \$27,600.00 for a family of four). Annually 2,450 women of childbearing age are provided family planning services via Title XX funds with priority given to mothers under age 20. In addition, one staff member is assigned to Project

W.O.R.T.H., the City of San Antonio's teen pregnancy prevention program. The SAMHD Family Planning Program *does not* provide abortions or contract funding for that procedure. This TDSHS contract change will result in providing family planning services to an additional fifty (50) women. The contract change will also allow SAMHD to offer the newest laboratory technology in diagnosing sexually transmitted diseases.

This ordinance also approves the execution of a contract to renew the AVANTE Clinic Project, an effort which will provide an estimated \$13,500.00 to the Title XX Family Planning Program in the SAMHD. The AVANTE Clinic Project consists of a research team from the University of Texas Health Science Center at San Antonio, Department of Nursing (UTHSCSA) which is exploring the benefits of behavioral interventions in reducing sexually transmitted diseases (STDs) among young Hispanic and African-American women. Approximately 600 at-risk females will receive family planning services through this program and SAMHD will receive all of the revenues generated for the procedures performed for those who are eligible for Medicaid.

The personnel complement for the Title XX Family Planning Program remains at thirteen (13) positions (See Attachment I).

POLICY ANALYSIS

Passage of this ordinance will continue the long-standing practice of utilizing Federal, State, and other funds to provide public health services for the residents of our community.

FISCAL IMPACT

The TDSHS contract change provides an additional \$21,882.00 to augment support for the ongoing Title XX Family Planning Program in the SAMHD for the period September 1, 2004 through August 31, 2005.

The contract with UTHSCSA for the AVANTE Clinic Project will provide estimated Medicaid reimbursements totaling \$13,500.00 for the Title XX Family Planning Program. Acceptance of either of these agreements will place no demand on the City General Fund.

It should be noted that SAMHD also has grant support through Federal Title V and Title X funds. Acceptance of this ordinance will bring total family planning funding from all outside sources to \$980,697.00.

COORDINATION

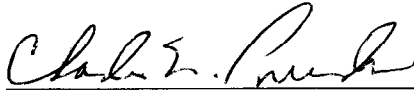
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed and approved the contracts with TDSHS and UTHSCSA. The Office of Management and Budget and the Finance Department have approved the budget.

SUPPLEMENTARY COMMENTS

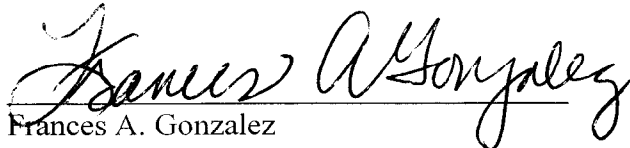
Provisions of the Ethics Ordinance do not apply.

Attachments:

- Attachment I: Title XX Family Planning Project 2004-2005 Budget and Personnel Complement
- Attachment II: TDSHS 7460020708A 2005 Contract Change Notice No. 03 Attachment No. 04A
- Attachment III: City of San Antonio Professional Health Care Services Contract – AVANTE Clinic Project



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager



J. Rolando Bono
City Manager

AN ORDINANCE

AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) CONTRACT CHANGE TOTALING \$21,882.00 FOR THE ONGOING TITLE XX FAMILY PLANNING PROGRAM IN THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT; APPROVING THE ACCEPTANCE AND EXECUTION OF A CONTRACT WITH UTHSCSA IN CONNECTION WITH SAID PROGRAM; AND REVISING THE PROGRAM BUDGET.

* * * * *

WHEREAS, the Texas Department of State Health Services (TDSHS) provides annual financial assistance to the San Antonio Metropolitan Health District (SAMHD) to supplement the delivery of comprehensive public health services to protect the health of all residents within the jurisdiction of the District; and

WHEREAS, these services include a variety of activities including family planning services for Title XX eligible individuals; and

WHEREAS, Ordinance 99544, passed and approved on August 12, 2004, authorized the execution of Contract 7460020708A 2005 between the City of San Antonio and TDSHS covering operation of the Public Health State Support Project 2004/2005 in the SAMHD; and

WHEREAS, Ordinance 99614, passed and approved August 26, 2004, authorized the acceptance of \$340,375.00 from TDSHS to renew support for the ongoing Title XX Family Planning Program in the SAMHD through Contract Change Notice No. 02, Attachment 04, to the above contract for the period September 1, 2004 through August 31, 2005; and

WHEREAS, TDSHS has now offered an additional \$21,882.00 to augment support for the ongoing Title XX Family Planning Program in the SAMHD through Contract Change Notice No. 03, Attachment 04A, to the above contract; and

WHEREAS, the SAMHD desires to enter into a Professional Health Care Services Contract with the University of Texas Health Science Center at San Antonio (UTHSCSA), Department of Family Nursing, to renew the AVANTE Clinic Project to provide family planning services to 600 young Hispanic and African-American females with a history of sexually transmitted disease, and explore the benefits of behavior interventions in reducing sexually transmitted diseases; and

WHEREAS, for said females seen through the AVANTE Clinic Project who are Medicaid eligible patients, the City will bill Medicaid and estimated reimbursements of \$13,500.00 will be deposited into Title XX Family Planning Project Medicaid Reimbursement; and

WHEREAS, it is now necessary to authorize the acceptance and execution of the additional support from TDSHS and the contract with UTHSCSA, and revise the program budget; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or his designee, is authorized to accept and execute Contract Change Notice No. 03, Attachment 04A to Grant Contract 7460020708A 2005-04 with TDSHS, providing an additional \$21,882.00 to augment support for the ongoing Title XX Family Planning Program in the SAMHD for the period September 1, 2004 through August 31, 2005. A copy of Contract Change Notice No. 03 is set out in Attachment II and incorporated herein for all purposes.

SECTION 2. The City Manager, or his designee, is authorized to accept and execute a Professional Health Care Services Contract with the University of Texas Health Science Center at San Antonio (UTHSCSA), Department of Family Nursing, to renew the AVANTE Clinic Project in the SAMHD for the period May 1, 2005 through September 30, 2008. A copy of the Professional Health Care Services Contract is set out in Attachment III and incorporated herein for all purposes.

SECTION 3. Fund No. 26016000, Funds Center 3606080000, has been previously designated for use in accounting for the fiscal transactions of this project. This fund is authorized to be revised in accordance with Contract Change Notice No. 03.

SECTION 4. The additional funding of \$21,882.00 for this project is hereby appropriated in the above-designated fund, GL Account No. 4501100, and the budget set out in Attachment I is approved and adopted for entry on the City books.

SECTION 5. Revenues which arise from Medicaid reimbursements, which are processed by the City and which arise from treatments performed by the UTHSCSA for the period May 1, 2005 through September 30, 2008 at the AVANTE Clinic Project in the SAMHD, will be deposited into the Fund No. 26016000, Funds Center 3606080000, GL Account No. 4501160.

SECTION 6. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific fund numbers, account numbers, internal order numbers, and cost centers as necessary to carry out the purpose of this ordinance.

SECTION 7. Should either of the agreements be in an amount other than that budgeted for, or should either of the agreements contain terms and conditions different than those currently existing, acceptance of either agreement, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

SECTION 8. If any agreement, as first reviewed and approved by the City Attorney, is not signed by both parties within sixty (60) days from the effective date of this ordinance, it becomes null and void, and any further signed documents must be considered by the City Council.

SECTION 9. This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this _____ day of July, 2005.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM: _____
City Attorney

ATTACHMENT I
Title XX Family Planning Project 2004-2005
Fund No. 26016000
Funds Center 3606080000
TDSHS Contract No. 7460020708A 2005

<u>ESTIMATED REVENUES</u>	<u>GL No.</u>	<u>CURRENT BUDGET</u>	<u>ADD (DEDUCT)</u>	<u>REVISED BUDGET</u>
TDH Attachment #04A	4501100	340,375	21,882	362,257
Medicaid Reimbursement	4501160	100,000	13,500	113,500
Title XX Patient Co-pay	4502230	1,000	0	1,000
Transfer from 26-016063	6101100	5,000	0	5,000
Total Estimated Revenues		\$ 446,375	35,382	481,757

APPROPRIATIONS

Title XX Family Planning Program
36-06-08 09/01/2004 through 08/31/2005
Cost Center 3606080001
Internal Order 136000000229

Regular Salaries & Wages	5101010	225,000	0	225,000
Language Skill Pay	5101050	2,000	0	2,000
Retirement Benefits - Soc. Sec.	5103005	15,000	0	15,000
Retirement Benefits - TMRS	5105010	20,000	0	20,000
Flexible Benefits Contribution	5405040	40,000	0	40,000
Life Insurance	5103010	1,000	0	1,000
Workers' Disability Compensation	5405020	2,500	0	2,500
Personal Leave Buy Back Pay	5103035	2,444	0	2,444
Communications: Telephones	5403010	50	0	50
Pagers	5403030	75	0	75
Mail and Parcel Post Service	5205010	50	0	50
Travel-Official	5207010	50	0	50
Education	5201025	50	0	50
Car Expense Allowance	5103055	1,500	0	1,500
Linen & Laundry Service	5204010	0	0	0
Maint & Rep - Mach & Equip	5204080	50	0	50
Fees to Professional Contractors	5201040	25,000	0	25,000
Temporary Services	5202010	50	0	50
Automatic Data Processing Service	5403520	50	0	50
Membership Dues and Licenses	5203050	350	0	350
Binding, Printing & Reproduction	5203060	50	0	50
Subscriptions to Publications	5203070	0	0	0
Office Supplies	5302010	3,000	2,000	5,000
Chemicals, Medical & Drugs	5304040	100,106	28,347	128,453
Tools, Apparatus & Accessories	5304050	2,000	0	2,000
Computer Software	5304075	0	0	0
Liability, Hazard & Fidelity Insurance	5405030	2,000	0	2,000
Computer Equipment	5501000	0	0	0
Machinery & Equipment - Other	5709060	2,000	0	2,000
Furniture and Fixtures	5501065	2,000	0	2,000
Indirect Costs	5406530	0	5,035	5,035
Total Appropriations		\$ 446,375	35,382	481,757

PERSONNEL COMPLIMENT

Class No. Title
Activity 36-06-08
Cost Center 3606080001
Internal Order 136000000229

	<u>PREVIOUS POSITIONS</u>	<u>ADD (DEDUCT)</u>	<u>CURRENT POSITIONS</u>
0040 Administrative Assistant I	1	0	1
0067 Administrative Aide	1	0	1
0239 Public Health Aide	5	0	5
0243 Public Health Nurse Practioner	1	0	1
0244 Senior Public Health Nurse	1	0	1
0244 Senior Public Health Nurse (.50 FTE)	0	0	0
0246 Public Health Nurse	1	0	1
0247 Public Health Nurse Supervisor	1	0	1
0282 Health Program Specialist	1	0	1
0870 Special Project Coordinator	1	0	1
Total Personnel 36-06-08:	13	0	13



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. 03

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. 04A : CHS - TITLE XX

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)
Frances A. Gonzalez
Assistant City Manager

(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: _____

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Fernando A. Guerra, MD, MPH
Director of Health

ATTEST:

Leticia M. Vacek
City Clerk

SC 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	State 93.994	261,633.00	0.00	261,633.00
03	ACFH/FEE-FP	09/01/04	08/31/05	State	637,440.00	0.00	637,440.00
04A	CHS/TTLXX	09/01/04	08/31/05	93.667	362,257.00	0.00	362,257.00
DSHS Document No.7460020708A2005 Change No. 03					Totals	\$ 0.00	\$1,261,330.00

*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. 04A

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: COMMUNITY HEALTH SERVICES SECTION

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

It is mutually agreed by and between the contracting parties to amend the conditions of Document No. 7460020708A2005 -04 as written below. All other conditions not hereby amended are to remain in full force and effect.

SECTION I. SCOPE OF WORK, fifth paragraph with heading PERFORMANCE MEASURES, is replaced with the following:

PERFORMANCE MEASURES

The following performance measures 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.

PERFORMING AGENCY shall provide medical services to 2,587 unduplicated clients who live or receive services in the following county(ies)/area: Bexar. The services shall be provided to the clients in the following population categories and in the following numbers:

<u>Category</u>	<u>Number of Clients</u>
Women 19 and Under	414
Women 20 to 34	1,837
Women 35 and Over	310
Males	26
Total Medical Clients	2,587

SECTION III. BUDGET is replaced with the following:

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 \$362,257.00.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ATTACHMENT III
CITY OF SAN ANTONIO
PROFESSIONAL HEALTH CARE
SERVICES CONTRACT
AVANTE Clinic Project

This Contract is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as City) acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____th day of 2005 and The University of Texas Health Science Center at San Antonio, Department of Family Nursing (UTHSCSA) by and through Jane Dimmitt Champion, PhD, FNP, CNS (hereinafter referred to as "Contractor"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Contract, the following terms shall have meanings as set out below:

City is defined in the preamble of this Contract and includes its successors and assigns.

"Contractor" is defined in the preamble of this Contract and includes its successors.

"Director" shall mean the acting director of City's San Antonio Metropolitan Health District (SAMHD).

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Contract, the term of this Contract shall commence on May 01, 2005 and terminate on September 30, 2008.

2.2 Contractor agrees and understands that City has projected costs for this Contract and that City expects to pay all obligations of this Contract from projected revenue sources, but that all obligations of City are subject to annual appropriation by City Council in future years, after September 30, 2005. Accordingly, if City shall fail to appropriate sums to pay any of City's obligations under the terms of this Contract, and due to the unavailability and/or failure to appropriate funds City shall not have the funds to pay such obligations, following City's failure to pay such obligations due to lack of funding shall terminate this Contract and neither Contractor nor City shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Contract.

2.3 It is expressly understood and agreed by the City and Contractor that City's obligations under this Contract are contingent upon the actual receipt of adequate funds to meet the City's liability hereunder. Lack of funding is not and shall not be considered a breach of this Contract. If City does not receive adequate funds to pay obligations under this Contract, then this Contract shall terminate and neither Contractor nor City shall have any further obligations hereunder.

III. SCOPE OF SERVICES

3.1 The Contractor shall provide a women's health nurse practitioner or family nurse practitioner (hereafter referred to as "nurse practitioner") who shall provide family planning services, including contraceptive services, STD testing and treatment, and physical examinations in accordance with the Texas Department of State Health Services requirements and specifications as published at www.dshs.state.tx.us and Title X/XX Family Planning guidelines, as published at www.dshs.state.tx.us/fp to 600 unduplicated clients during the term of this Contract. Contractor shall also provide services as prescribed by the SAMHD Women's Health and Family Planning Protocols for Nurse Practitioners and Standing Delegation Orders for Nurses, which is attached hereto and incorporated herein as Exhibit A. Additionally, all medical records materials necessary for documentation shall follow SAMHD Women's Health forms and formats, and all records shall adhere to state and federal guidelines. The Contractor shall provide services intended to promote the general and reproductive health of the client. The Contractor shall follow federal and state regulations, and shall follow all SAMHD policies regarding infection control, client privacy and confidentiality and occupational safety, which shall include complying with the Occupational Safety Health Act (OSHA) precautions with regard to blood borne pathogens. The Contractor shall follow all state and federal laws pertaining to patient confidentiality, including but not limited to the Health Insurance Portability and Privacy Act (HIPPA).

3.2 All relevant laboratory tests shall be processed by the Texas Center for Infectious Diseases, Women's Health Laboratory and/or the SAMHD laboratory.

3.3 Contractor's nurse practitioner shall be under the direction of the SAMHD Medical Director of Family Planning with regard to all family planning related services. In carrying out said family planning related services under this Contract, Contractor's nurse practitioner shall gather historical information, perform physical examinations, obtain general and method consent, provide family planning and preventive counseling, and dispense and administer medications and family planning methods. As a Title X subcontractor for SAMHD's Family Planning program, Contractor's nurse practitioner shall adhere to the guidelines and standards of the Texas Department of State Health Services as published at www.dshs.state.tx.us and Title X/XX Family Planning programs, including reporting of child abuse and obtaining of appropriate consent for services as published at www.dshs.state.tx.us/fp. In addition, said nurse practitioner shall orient and implement the SAMHD Women's Health and Family Planning Protocols and Standing Delegation Orders, yearly signing receipt of the updated protocols and standing orders, Exhibit A. In order to ensure that all staff are qualified to provide services in accordance with Texas DSHS, Title X/XX, and SAMHD guidelines, Contractor shall maintain and make available upon request a current file on each staff member involved in the provision of clinical family planning services to clients.

3.4 Annual and ad hoc meetings shall be held to review implementation of this agreement and to establish policy directives.

3.5 In order to ensure maintenance of current standards of care, Contractor shall periodically review Women's Health and Family Planning Protocols and Standing Delegation Orders, as set forth in Exhibit A. The SAMHD Medical Director for Family Planning or the Director's designee, will periodically review selected medical records for adherence to policies, protocols

and delegation orders, Contractor shall participate in Quality Assurance activities of the SAMHD Women's Health and Family Planning program, include reporting of adverse events, record reviews, and educational activities.

3.6 The City agrees to provide medications and methods of contraception as required for the provision of family planning services at no cost to the Contractor.

3.7 The SAMHD Medical Director of Family Planning will provide medical direction and oversight for the family planning services provided pursuant to this Contract. City and Contractor understand and agree that the SAMHD Medical Director of Family Planning will not provide oversight or assume any supervisory responsibility for services provided by Contractor's nurse practitioner that are outside the scope of the SAMHD Women's Health and Family Planning protocols and Standing Delegation Orders. Specifically, the SAMHD Medical Director of Family Planning will not provide oversight or supervision for maternity care and care of acute and chronic health problems. In the event that Contractor provides maternity care and/or care of acute and chronic health problems, then said care must be supervised under an alternative medical supervisory authority.

3.8 All audited laboratory costs shall be paid by the City.

3.9 The City will provide all medical record forms and paper materials necessary for documentation in client charts in compliance with state and federal guidelines, and SAMHD protocols, at no cost to Contractor. Contractor shall adhere to the guidelines and standards of the Texas Department of State Health Services as set forth in Exhibit A, and the Title X/XX Family Planning programs, including the reporting of child abuse and obtaining of appropriate consent for services, as published at www.dshs.state.tx.us/fp. In addition, Contractor shall follow SAMHD Women's Health and Family Planning Protocols and Standing Delegation Orders, as set forth in Exhibit A.

3.10 The City shall periodically review and update Women's Health and Family Planning Protocols and Standing Delegation Orders to ensure maintenance of current standards of care. The City will assure ongoing and systematic documentation of quality assurance activities, including the assessment of participant satisfaction with services and compliance with the Texas Department of State Health Services, Child Abuse Reporting Rider (Rider 11).

3.11 The City will provide orientation and training for Contractor's staff who are directly involved with the provision of family planning services as set forth herein. Orientation and training will include instruction concerning SAMHD policies and procedures, Texas Department of State Health Services requirements, Title X/XX Family Planning requirements, SAMHD Women's Health and Family Planning Protocols and Standing Delegation Orders, and SAMHD Family Planning medical records forms and usage.

IV. COMPENSATION TO CONTRACTOR

4.1 The City and Contractor agree and understand that all revenue collected pursuant to the services provided under this contract shall be the property of the City. Contractor shall receive no compensation for providing said services under this contract, but Contractor shall be supplied all medical records, and all clinical and medication supplies that support family

planning interventions. The City shall process all claims and handle all billing matters for the treatment of patients pursuant services provided by Contractor under this Contract.

V. OWNERSHIP/CONFIDENTIALITY OF DOCUMENTS

5.1 All clinical medical records, documents or clinical information in whatsoever form and character which are produced by Contractor pursuant to the provisions of this Contract shall be the exclusive property of the City of San Antonio, and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor. At the conclusion of this contract in 2008, these records shall be sent by Contractor to the City for archiving per the Texas Vital Records Act. As set forth in Section 5.1 herein, the Contractor shall follow all state and federal laws pertaining to patient confidentiality, including but not limited to the Health Insurance Portability and Privacy Act (HIPPA).

VI. RECORDS RETENTION

6.1 Contractor and its sub-contractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Contract. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Contract, "termination" of this Contract shall mean termination by expiration of the Contract term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Contract as of the date provided in

the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Contract:

7.2.1 The sale, transfer, pledge, conveyance or assignment of this Contract without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.3 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Contract in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Contract in whole or in part as City deems appropriate, and to Contract with another Contractor to complete the work required in this Contract. City shall also have the right to offset the cost of said new Contract with a new Contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.3.1 Bankruptcy or selling substantially all of company's assets

7.3.2 Failing to perform or failing to comply with any covenant herein required

7.3.3 Performing unsatisfactorily

7.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Contract shall automatically terminate as of the effective date of such prohibition.

7.5 Regardless of how this Contract is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.6 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Contract through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Contract.

7.7 Upon the effective date of expiration or termination of this Contract, Contractor shall cease all operations of work being performed by Contractor or any of its sub-contractors pursuant to this Contract.

7.8 Termination not sole remedy. In no event shall City's action of terminating this Contract, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Contract expressly provide otherwise, any election, notice or communication required or permitted to be given under this Contract shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City Clerk

City of San Antonio

P.O. Box 839966

San Antonio, Texas 78283-3966

AND City of San Antonio

Director, San Antonio Metropolitan Health District

332 W. Commerce, Suite 307

San Antonio, Texas 78205

If intended for Contractor, to:

UTHSCSA

Attn: Jane D. Champion, PhD

401 W. Commerce Suite #207

San Antonio, TX 78207

Phone Number: (210) 227-7233

Email: dimmitt@uthscsa.edu

IX. ACCOUNT OF FUNDS BY CONTRACTOR

9.1 Contractor understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this Contract and further agrees that all checks and withdrawals from such account shall have itemized documentation in support thereof pertaining to the use of funds provided under this Contract.

9.2 Contractor agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Contract. Contractor further agrees:

(A) that maintenance of said records shall be in compliance with all terms, provisions and requirements of this Contract and with all generally accepted accounting principles; and

(B) that Contractors' record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

9.3 As set forth in Article VI of this Contract, Contractor agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter collectively referred to as "records") pertaining to activities pertinent to this Contract for a minimum of four (4) years from the completion services. Contractor shall have access to the records at all times upon reasonable notice.

9.4 City agrees to provide Contractor written notice regarding any expenditure by Contractor that the City reasonably determines to be outside the permissible parameters of this Contract. Said notice will provide Contractor thirty (30) days from receipt of said notice to cure the deficiency or refund to City any sum of money paid by City to Contractor determined to:

(A) have not been spent by Contractor strictly in accordance with the terms of this Contract; or

(B) not be supported by adequate documentation to fully justify the expenditure.

9.5 Upon termination of this Contract, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in section 9.4 above as a result of any auditing or monitoring by City, Contractor shall refund such amount to City within thirty (30) business days of City's written request therefore wherein the amount disallowed or disapproved shall be specified. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

9.6 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the San Antonio Metropolitan Health Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

9.7 If Contractor expends \$250,000.00 or more of City dollars, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the San Antonio Metropolitan Health Department with a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article IV of this Contract is \$250,000.00 or more, then the Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have

the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources. If Contractor expends less than \$250,000.00 of City dollars, then during the term of this Contract, the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

X. INSURANCE

10.1 Contractor and City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Contract. Persons retained to perform work pursuant to this Contract shall be the employees of Contractor. Contractor and its employees shall perform all necessary work.

11.2 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Contract in the event of default by the successor Contractor, assignee, transferee or subContractor.

11.3 Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Contract, City may, at its option, cancel this Contract and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Contract. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Contract, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 Contractor covenants and agrees that he or she is an independent Contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, Contractors, subContractors and Contractors; that the doctrine of respondent superior shall not

apply as between City and Contractor, its officers, agents, employees, Contractors, subcontractors and Contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Contract and that the Contractor has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any Contract with the City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a Contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the Contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subContractor on a City Contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. AMENDMENTS

14.1 Except where the terms of this Contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XV. SEVERABILITY

15.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal, or unenforceable, there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

16.1 Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

17.1 Contractor shall provide and perform all services required under this Contract in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

18.1 Unless otherwise specifically provided for in this Contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

19.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XX. LEGAL AUTHORITY

20.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

21.1 This Contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

22.1 The captions contained in this Contract are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Contract.

XXIII. INCORPORATION OF EXHIBITS

23.1 Each of the Exhibits listed below is an essential part of the Contract, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

XXIV. ENTIRE CONTRACT

24.1 This Contract, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Contract between the parties hereto and contain all of the terms and conditions agreed upon. No other Contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to this the _____ day of July, 2005.

City:
City of San Antonio

Contractor:
**University of Texas Health Science Center at
San Antonio**

Frances A. Gonzalez
Assistant City Manager

Jane Dimmitt Champion, PhD, FNP, CNS
Principal Investigator

ATTEST:

Leticia M. Vacek
City Clerk

Approved as to Form:

Martha G. Sepeda
Acting City Attorney

Exhibit A

SAN ANTONIO METROPOLITAN HEALTH DISTRICT
ACKNOWLEDGEMENT

I acknowledge receipt of San Antonio Metropolitan Health District Women's Health and Family Planning Protocols and Standing Delegation Orders Policy. I acknowledge that I have been trained on the policies and procedures regarding family planning and will implement the policy as described. I understand that the Medical Director for Family Planning is to be consulted for any questions or concern. . I understand that these policies are reissued annually.

Signature

Witness Signature

Title

Witness Title

Date

Date

Printed Name