

CONSENT AGENDA  
25

**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 BREAST AND CERVICAL CANCER  
CONTROL SERVICES PROGRAM

**DATE:** October 20, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager to accept and execute a contract totaling \$135,200.00 from the Texas Department of State Health Services (TDSHS) to renew the ongoing Breast and Cervical Cancer Control Services (BCCCS) Program in the San Antonio Metropolitan Health District (SAMHD) for the period July 1, 2005 through June 30, 2006. In addition, this ordinance adopts the program budget, approves the personnel complement and authorizes payments for contractual services.

Staff recommends approval.

**BACKGROUND INFORMATION**

The TDSHS provides over \$12 million in annual grant funding assistance to the City in support of the core public health activities provided by SAMHD. This support is done through three main contracts, two for grants that are paid on a cost reimbursement basis and one that funds fee-for-service programs. The three contracts are renewed annually and continue until all grant attachments, received through contract change notices, have expired. This ordinance authorizes the execution of the fee-for-service contract.

TDSHS provides attachments to the contract as funding for ongoing programs is renewed or as new grants are initiated. Attachment No. 01 was received with this contract and provides funding for the ongoing Breast and Cervical Cancer Control Services (BCCCS) Program, (See Attachment II). It is a fee-for-service activity because all reimbursements are paid based on a specific fee schedule stated in the contract. The BCCCS provides clinical breast examinations, self breast-exam instruction, and referrals for cervical cancer examinations to low-income (defined as below 200% of the Federal Poverty Level, e.g., a total yearly income of up to \$24,984.00 for a family of four), uninsured women between the ages of 40-64 years. These services are offered at SAMHD public health clinics located throughout the city.

The TDSHS funding level for this program is the same as last year. Although the personnel complement remains at four (4) positions, one change has been made. (See Attachment I). The Senior Public Health Nurse is being moved to another program and a Public Health Nurse Supervisor will provide daily supervision of this grant as well as two other breast health programs.

The BCCCS also supports contracts with local health care facilities for additional radiological and diagnostic procedures for those women who need follow up. Southwest General Hospital will be under contract to provide stationary screening mammography services. CHRISTUS Santa Rosa Health Care will be contracted to provide mobile mammography services. University Physicians Group will be contracted with to provide radiographic interpretation and surgical consultations.

### **POLICY ANALYSIS**

Passage of this ordinance will continue the long-standing practice of utilizing Federal and State Aid to support the local public health programs of the City. The ordinance will also allow the SAMHD to outsource specialized services to providers that can furnish them more efficiently.

### **FISCAL IMPACT**

This TDSHS contract change provides \$135,200.00 in support for the Breast and Cervical Cancer Control Services (BCCCS) Program. This is the same level of funding as last year. The SAMHD has coordinated with the Office of Management and Budget.

### **COORDINATION**

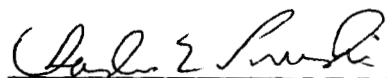
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed the contract with TDSHS. The SAMHD has coordinated with the Finance Department for accurate accounting of the grant.

### **SUPPLEMENTARY COMMENTS**

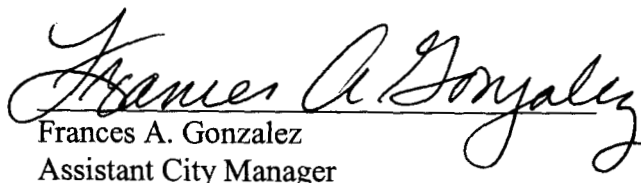
Provisions of the Ethics Ordinance do not apply.

#### Attachments:

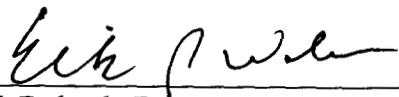
- Attachment I: Breast and Cervical Cancer Control Services Program FY06 and Personnel Complement
- Attachment II: TDSHS 7460020708A 2006 Contract Change Notice No. 00, Attachment No. 01



Fernando A. Guerra, MD, MPH  
Director of Health



Frances A. Gonzalez  
Assistant City Manager



J. Rolando Bono  
City Manager

**Attachment I**  
**Breast and Cervical Cancer Control Services (BCCCS) Program FY06**  
**Fund 26016000**  
**Fund Center 3606210000**  
**Budget for Period: 07/01/2005 through 06/30/2006**  
**TDSHS Contract 7460020708A 2006**

ESTIMATED REVENUES	GL No.	CURRENT AMOUNT
TDSHS Attachment #01	4501100	135,200
<b>Total Estimated Revenues</b>		<b>\$ 135,200</b>

**APPROPRIATIONS**

**Breast and Cervical Cancer Control Prevention Program**  
**36-06-21 07/01/2005 through 06/30/2006**  
**Cost Center 3606210002**  
**Internal Order 136000000279**

Regular Salaries & Wages	5101010	53,678
Language Skill Pay	5101050	3,600
Social Security	5103005	3,892
Life Insurance	5103010	0
Car Expense Allowance	5103055	250
TMRS	5105010	453
Fees to Professional Contractors	5201040	43,415
Temporary Services	5202010	3,000
Membership Dues & Licenses	5203050	100
Mail & Parcel Post Service	5205010	900
Rental of Equipment	5205020	1,200
Travel - Official	5207010	350
Office Supplies	5302010	1,300
Tools, Apparatus & Accessories	5304050	300
Workers' Disability Compensation	5405020	500
Liability, Hazard & Fidelity Ins.	5405030	750
Group Health Insurance	5405040	15,600
Indirect Costs	5406530	5,215
<b>Total Appropriations</b>		<b>\$ 129,287</b>

**PERSONNEL COMPLEMENT**

		PREVIOUS POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
Activity 36-06-21				
Cost Center 3606210002				
Internal Order 136000000279				
Class No.	Title			
0067	Administrative Aide	1	0	1
0244	Senior Public Health Nurse	1	0	1
0244	Senior Public Health Nurse (.50 FTE)	1	(1)	0
0267	Licensed Vocational Nurse	1	0	1
0247	Public Health Nursing Supervisor	0	1	1
<b>Total Personnel:</b>		<b>4</b>	<b>0</b>	<b>4</b>

## **AN ORDINANCE**

**AUTHORIZING THE ACCEPTANCE OF A CONTRACT TOTALING \$135,200.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) TO RENEW SUPPORT FOR THE ONGOING BREAST AND CERVICAL CANCER CONTROL SERVICES (BCCCS) PROGRAM IN THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD JULY 1, 2005 THROUGH JUNE 30, 2006; AUTHORIZING THE EXECUTION OF THE CONTRACT WITH TDSHS; ADOPTING THE PROGRAM BUDGET; APPROVING THE PERSONNEL COMPLEMENT; AND AUTHORIZING PAYMENTS FOR CONTRACTUAL SERVICES.**

\* \* \* \* \*

**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 SAMHD; and

**WHEREAS**, TDSHS has offered Contract Number 7460020708A 2006 for public health services that will provide financial assistance to support the operation of the various programs of the SAMHD for the period beginning July 1, 2005; and

**WHEREAS**, TDSHS has also offered \$135,200.00 in support through Attachment No. 01 of said contract to renew support for the Breast and Cervical Cancer Control Services (BCCCS) Program for low-income uninsured women for the period July 1, 2005 through June 30, 2006; and

**WHEREAS**, it is now necessary to authorize the acceptance and execution of the contract with TDSHS, adopt the program budget, approve the personnel complement and authorize payments for contractual services; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager, or his designee, is hereby authorized to accept and execute Contract Number 7460020708A 2006, Attachment No. 01 with TDSHS, providing \$135,200.00 to renew support for the Breast and Cervical Cancer Control Services (BCCCS) Program in the SAMHD for the period of July 1, 2005 through June 30, 2006. A copy of Contract Number 7460020708A 2006, Attachment 01, is set out as Attachment II and incorporated herein for all purposes.

**SECTION 2.** Fund 26016000, Fund Center 3606210000, Cost Center 3606210002, Internal Order 136000000279 entitled "2005-06 Breast/Cervical Cancer Control Program", is designated for use in accounting for the fiscal transactions of this program.

**SECTION 3.** The sum of \$135,200.00 is hereby appropriated in the above-designated fund, GL No. 4501100, and the budget set out in Attachment I is approved and adopted for entry on the City books.

**SECTION 4.** Payments in an aggregate amount of \$43,415.00 are hereby authorized to be paid from Fund 26016000, Fund Center 3606210000, Cost Center 3606210002, Internal Order 136000000279, GL 5201040 Fees to Professional Contractors, to provide screening mammography services, confirming diagnoses and medical follow up for patients referred by the program on a fee-for-service basis..

**SECTION 5.** The four (4) personnel positions set out in Attachment I are hereby authorized for the activity thereon.

**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, cost centers, and internal order numbers as necessary to carry out the purpose of this ordinance.

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

**SECTION 8.** This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this \_\_\_\_\_ day of October, 2005.

**M A Y O R**

ATTEST:

City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney

**ATTACHMENT II****CONTRACT FOR PUBLIC HEALTH SERVICES**

DSHS DOCUMENT NO. 7460020708A2006

<b>Contract Issued by:</b> <b>(RECEIVING AGENCY)</b>	DEPARTMENT OF STATE HEALTH SERVICES 1100 WEST 49 <sup>TH</sup> STREET AUSTIN, TEXAS 78756-3199	SC
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**Legal Authority to Contract:** Chapters 12 and 121, Health and Safety Code.

**Venue:** The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

**PERFORMING AGENCY NAME:** SAN ANTONIO METROPOLITAN HEALTH DISTRICT

**MAILING ADDRESS:** 332 W COMMERCE ST STE 307 SAN ANTONIO TX 78205-2489

**STREET ADDRESS:** 332 W COMMERCE ST STE 307 SAN ANTONIO TX 78205-2489

**NAME OF AUTHORIZED  
CONTRACTING ENTITY:**  
(If different from PERFORMING AGENCY)

**PAYEE DATA** (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):

**NAME:** CITY OF SAN ANTONIO

**ADDRESS:** P O BOX 839966 SAN ANTONIO TX 78283-  
(City, State, Zip)

**State of Texas Vendor Identification No. (14 digits)**  
17460020708024

**PAYEE AGENCY Fiscal  
Year Ending Month:** September

**PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING:** Please check the categories that apply to your business.

— Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.

— Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by Texas Building and Procurement Commission or another entity.

— For Profit Organization

**SUMMARY OF CONTRACT DOCUMENTATION:**

COVER PAGE 1 - Receiving and Performing Agency Data  
COVER PAGE 2 - Details of Attachment(s)  
COVER PAGE 3 - Authorized Signatures

GENERAL PROVISIONS -- 6/2004  
ATTACHMENT(S)  
EXHIBITS, IF APPLICABLE

## 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	CHS/BC 0000307284	07/01/05	06/30/06	93.919	135,200.00	0.00	135,200.00
DSHS Document No.7460020708A2006					Totals	\$ 0.00	\$135,200.00

\*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.

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 NAME:

**SAN ANTONIO METROPOLITAN HEALTH  
DISTRICT**

By: \_\_\_\_\_  
(Signature of person authorized to sign contracts)

\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
(PERFORMING AGENCY Director, if different  
from person authorized to sign contract)

RECEIVING AGENCY NAME:

**DEPARTMENT OF STATE HEALTH  
SERVICES**

By: \_\_\_\_\_  
(Signature of person authorized to sign contracts)

Bob Burnette, Director  
Procurement and Contracting Services Division  
\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

DSHS Document No: 7460020708A2006



DOCUMENT NO. 7460020708A-2006  
ATTACHMENT NO. 01  
PURCHASE ORDER NO. 0000307284

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: COMMUNITY HEALTH SERVICES SECTION

TERM: July 01, 2005 THRU: June 30, 2006

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide and/or assure the provision of breast and cervical cancer screening, diagnostic and support services, tracking, follow-up, case management, and individual client education services to reduce premature mortality associated with breast and cervical cancer as approved in PERFORMING AGENCY'S application. PERFORMING AGENCY shall have an established referral relationship with a qualified provider of each approved service which it does not provide.

PERFORMING AGENCY shall conduct support activities, including eligibility determination, risk assessment, quality assurance, program management, coalition and partnership development, and public education and outreach activities.

PERFORMING AGENCY shall ensure that selected staff members attend professional education training as required by RECEIVING AGENCY. RECEIVING AGENCY will reimburse PERFORMING AGENCY for staff travel expenses and course deposits upon the completion of the course and submission of proper purchase voucher and supporting documentation. PERFORMING AGENCY will be responsible for the full amount of the course fee if a registered participant cancels less than 30 days prior to the start date of the course and the vacancy cannot be filled with another PERFORMING AGENCY staff member. PERFORMING AGENCY may not use the funds provided for professional education travel expenses and course fees for any other purpose.

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 FY 2004-2005 Breast and Cervical Cancer Control Services (BCCCS) Manual of Operations, revised July, 2004; and
- RECEIVING AGENCY'S *Department of State Health Services Standards for Public Health Clinic Services*, revised August, 2004.

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

- RECEIVING AGENCY FY '06 Breast and Cervical Cancer Control Services (BCCCS) Renewal Application and any revisions;
- PERFORMING AGENCY FY '06 Breast and Cervical Cancer Control Services (BCCCS) Renewal Application and any revisions;
- RECEIVING AGENCY FY '05 Breast and Cervical Cancer Control Program (BCCCP) Competitive Request for Proposal (RFP); and
- PERFORMING AGENCY FY '05 Breast and Cervical Cancer Control Services (BCCCP) Competitive Application and any revisions.

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 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.

PERFORMING AGENCY shall investigate and apply for all other sources of third party funding available to or identified by recipients, including any resources to enable recipients to receive essential diagnostic services in a timely manner, before submitting requests for payment for services rendered under this program. No payment will be made by RECEIVING AGENCY for services provided to a recipient who is eligible to receive reimbursement for the same services from a third party source. No program-funded services will be provided to women enrolled in Medicare, Part B. PERFORMING AGENCY shall participate in the development of ongoing, local resources in order to make diagnostic and treatment services available in the community.

PERFORMING AGENCY shall contribute allowable matching funds, including non-federal contributions for some or all of the following: breast and cervical cancer screening, diagnostic, and rescreening services; public education and outreach services; professional education; quality assurance monitoring; surveillance; and program evaluation. Indirect and overhead costs, treatment, and equipment may not be reported as matching contributions.

#### PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

- Serve the number of unduplicated clients stated in the final negotiated Form I of the PERFORMING AGENCY'S FY '06 Renewal Application, with a minimum of 250 unduplicated clients;
- Mean days from abnormal result to final diagnosis is less than or equal to sixty (60);
- Mean days from final cancer diagnosis to treatment is less than or equal to thirty (30);
- Percent of abnormal breast or cervical screenings or cases with diagnostic work-ups planned and with completed diagnoses must be greater than or equal to ninety percent (90%);
- Percent of clients refusing diagnostic services is less than or equal to two percent (2%);

- Percent of clients lost to follow up for diagnostic services is less than or equal to three percent (3%);
- Percent of clients refusing treatment is less or equal to than three percent (3%);
- Percent of clients lost to follow up for treatment is less than or equal to three percent (3%);
- Percent of clients rescreened for breast cancer is greater than or equal to thirty-five percent (35%);
- Percent of program-funded mammograms provided to clients age 50-64 is a minimum of seventy-five percent (75%);
- Percent of women receiving program-funded cervical cancer screening services who have not been screened within the previous five (5) years is a minimum of twenty percent (20%);
- Percent of awarded funds expended must be greater than or equal to ninety-five percent (95%); and
- Monthly submission of client data and billing.

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

## SECTION II. SPECIAL PROVISIONS:

General Provisions, **Applicable Laws and Standards** Article, is revised to include the following:

For the cost reimbursement expenditures incurred under this Attachment, this contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this contract. PERFORMING AGENCY agrees to comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. UGMA is located on the Internet at <http://www.capitol.state.tx.us/statutes/statutes.html>; the UGMS are located on the Internet at <http://www.governor.state.tx.us/stategrants/>.

General Provisions are revised to include the following article:

### **Funding Participation Requirement**

PERFORMING AGENCY agrees funds provided through this contract shall not be used for matching purposes in securing other funding unless directed or approved by RECEIVING AGENCY.

General Provisions are revised to include the following article:

### **Allowable Costs and Audit Requirements**

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS, Part IV, "State of Texas Single Audit Circular." The audit shall be of the PERFORMING AGENCY'S or the AUTHORIZED CONTRACTING ENTITY'S fiscal year. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within thirty (30) days of receipt of the audit reports required by this section, PERFORMING AGENCY/ AUTHORIZED CONTRACTING ENTITY shall submit a copy to Health and Human Services Commission (HHSC), OIG Single Audit at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit  
ATTN: Single Audit OIG  
P.O. Box 85200  
Austin, Texas 78708-5200

General Provisions, **Inspections** Article, is amended to include the following:

PERFORMING AGENCY shall respond in writing to all on-site evaluation report findings within six (6) weeks of the report date.

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

PERFORMING AGENCY shall assure the quality of any screening procedures for breast cancer and shall comply with or contract with mammography facilities that meet all of the following:

1. Possess a current and unrevoked Certificate of Mammography Systems from the Department of State Health Services, Radiation Control. In addition, each mammography unit must be fully accredited or undergoing accreditation.
2. Possess a current, unrestricted mammography facility certificate from the appropriate agency certifying compliance with the U.S. Food and Drug Administration Mammography Quality Standards, Final Rules, 21 CFR Part 900.

PERFORMING AGENCY shall assure the quality of screening procedures for cervical cancer and shall comply with or contract with cytology facilities that meet all of the following:

1. Possess a current, unrestricted registration certificate issued by the U.S. Department of Health and Human Services under the terms of the Clinical Laboratory Improvement Amendments of 1988;
2. Use the 2001 Bethesda System for Reporting Cervical/Vaginal Cytological Diagnosis (or any system adopted by the Centers for Disease Control and Prevention);
3. Be accredited by a Centers for Medicare and Medicaid-approved accrediting organization, or be certified by RECEIVING AGENCY as in compliance with the Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a.

Continued funding for these services is contingent upon PERFORMING AGENCY'S compliance with the above-listed criteria. If PERFORMING AGENCY is not in compliance with these criteria, reimbursement for these services will be disallowed.

Any use of the terms "Department of State Health Services", "Department of Health", "Health Department", or similar words, in any context other than to aid in publicizing the availability of the contract services to the intended beneficiaries, is prohibited. Especially prohibited is any use of these terms or mention of RECEIVING AGENCY'S relationship in any promotional or advertising materials to promote other commercial or profit-making activities.

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

PERFORMING AGENCY shall submit Summary Billing (SUM) Forms monthly with each request for reimbursement. Delay in the submission of these forms may result in the withholding of reimbursements to PERFORMING AGENCY.

RECEIVING AGENCY will reimburse PERFORMING AGENCY for breast and cervical cancer screening and diagnostic services at the rates specified in the attached Exhibit A, BCCCS FY 06 Budget Table.

RECEIVING AGENCY will reimburse PERFORMING AGENCY for support services, which include determination of client eligibility, data collection, public education and outreach activities, program management, professional education, quality assurance, coalition and partnership development, and administrative costs, if PERFORMING AGENCY'S proposed budget includes funding for support services. Total amount billed for support services shall not exceed ten (10) percent of the total amount billed for screening and diagnostic services.

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 BCCCS eligible clients. Only allowable services provided to BCCCS eligible clients shall be billed against this ceiling. The current schedule of allowable services and rates, as well

as BCCCS 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 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 period, PERFORMING AGENCY shall be deemed to have waived the option.

#### 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 described 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 RECEIVING AGENCY Program to do so, and funds are available. If PERFORMING AGENCY exceeds the ceiling amount of the Attachment, PERFORMING AGENCY will continue to bill RECEIVING AGENCY for the services provided. If additional funds become available at a later date for the provision of these services, RECEIVING AGENCY may pay PERFORMING AGENCY a share of these funds.

#### COST REIMBURSEMENT EXPENSES

For the cost reimbursement expenses incurred under this contract Attachment, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been authorized and satisfactorily performed. If those conditions are met, RECEIVING AGENCY will make payment in accordance with the Texas prompt payment law (Texas Government Code, Chapter 2251). PERFORMING AGENCY is entitled to exercise remedies for nonpayment in accordance with Texas Government Code, Chapter 2251, Subchapter D.

PERFORMING AGENCY shall have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract and prior to claiming reimbursement. PERFORMING AGENCY shall submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by

RECEIVING AGENCY monthly within thirty (30) days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than ninety (90) days following the end of the applicable Attachment term(s) for goods received and services rendered during the Attachment term. Reimbursement requests received in RECEIVING AGENCY'S offices more than ninety (90) days following the end of the applicable Attachment term will not be paid. If necessary to meet this deadline, PERFORMING AGENCY may submit reimbursement request by facsimile transmission. Consideration of requests for an exception will be made on a case-by-case basis and only for an extenuating circumstance such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of the place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the RECEIVING AGENCY Program sponsoring the Attachment.

General Provisions, **Contracts with Subrecipients** Article, is modified to include the following:

PERFORMING AGENCY may enter into contracts with subrecipients. Contracts with subrecipients, if any, entered into by PERFORMING AGENCY will be in writing and subject to the requirements of this Attachment, including adherence to all quality assurance guidelines specified and issued by RECEIVING AGENCY Program, Program Standard VI (Requirements for Mammography Quality Assurance and Requirements for Cytology Quality Assurance), and related policies for mammography and cytology in RECEIVING AGENCY Program Manual of Operations (revised July 2004). The sub-recipient shall not impose a charge for the provision of services funded under this Attachment and shall accept the reimbursement amount as payment in full for services rendered. PERFORMING AGENCY agrees that it is responsible to RECEIVING AGENCY for the performance of any subrecipient. In addition, if PERFORMING AGENCY elects to enter into an agreement which contracts out at least \$25,000 or 25% of PERFORMING AGENCY'S Scope of Work, whichever is greater, prior written approval must be obtained from RECEIVING AGENCY Program.

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

PERFORMING AGENCY shall submit a Quarterly Matching Contribution Report in the format specified by the RECEIVING AGENCY within thirty (30) days following the end of each quarter.

Other reports as deemed necessary by RECEIVING AGENCY upon reasonable notice to PERFORMING AGENCY.

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

PERFORMING AGENCY shall submit a "Request for Advance or Reimbursement", Form 270, (Form GC-10) no later than ninety (90) days after the end of the Attachment term. This report shall be marked final.

### SECTION III. BUDGET:

RECEIVING AGENCY shall reimburse PERFORMING AGENCY for breast and cervical cancer screening and diagnostic services at the rates specified in the attached Exhibit A, BCCCS FY 06 Budget Table.

Total payments for screening, diagnostics, case management, and support shall not exceed \$135,200.00.

RECEIVING AGENCY shall reimburse PERFORMING AGENCY for travel expenses and course deposits related to required professional education training for PERFORMING AGENCY staff. Travel expenses will be reimbursed at state rates according to the following:

- \$.35 per mile (actual miles reimbursed may not exceed the lowest available airfare between the participant's home and the training facility);
- actual costs of economy or coach airfare;
- \$30 per day maximum for meals;
- \$80 per day maximum for lodging and taxes;
- actual costs of parking and ground transportation (bus, taxi, shuttle). Rental car expenses will not be reimbursed.
- actual cost of course deposits.

Total reimbursements for professional education travel expenses and course deposits shall not exceed \$0.00.

Total payments and reimbursements for all contract Attachment activities shall not exceed \$135,200.00.



**EXHIBIT A**  
**BCCCS FY 06 BUDGET TABLE**

<i>Procedure</i>	<i>CPT Code</i>	<u>Reimbursement</u>
Screening Mammogram	76092	\$85.90
Screening Mammogram producing direct digital image, bilateral, all views	G0202	\$85.90
Office Visit – New Patient Only - 10 minutes	99201	\$36.75
Office Visit – New Patient Only - 20 minutes	99202	\$65.21
Office Visit – New Patient Only - 30 minutes	99203	\$97.19
Office Visit - Established Patient; face-to-face - 10 minutes	99212	\$38.61
Office Visit - Established Patient; face-to-face - 15 minutes	99213	\$52.58
Office Visit - Established Patient; face-to-face - 25 minutes	99214	\$82.67
Office Visit - Breast Consultation only, 15 minutes	99241	\$50.48
Office Visit - Breast Consultation only, 30 minutes	99242	\$92.53
Office Visit - Breast Consultation only, 40 minutes	99243	\$123.15
Office Visit - Breast Consultation only, 60 Minutes	99244	\$173.28
Diagnostic Mammogram (unilateral)	76090	\$77.71
Diagnostic Mammogram producing direct digital image, unilateral, all views	G0206	\$77.71
Diagnostic Mammogram (bilateral)	76091	\$96.46
Diagnostic Mammogram producing direct digital image, bilateral, all views	G0204	\$96.46
Aspiration of Breast Cyst	19000	\$107.34
Aspiration of each additional cyst	19001	\$26.96
Needle Core Breast Biopsy	19100	\$131.93
Facility fee with needle core biopsy	19100-F	\$333.00
Percutaneous Needle Core, using imaging guidance	19102	\$223.13

**EXHIBIT A - BCCCS FY 06 BUDGET TABLE (continued)**

<i>Procedure</i>	<i>CPT Code</i>	<i>Reimbursement</i>
<b>Incisional Breast Biopsy</b>	<b>19101</b>	<b>\$303.39</b>
<b>Facility fee with incisional breast biopsy</b>	<b>19101-F</b>	<b>\$446.00</b>
<b>Excisional Breast Biopsy</b>	<b>19120</b>	<b>\$410.25</b>
<b>Facility fee with excisional breast biopsy</b>	<b>19120-F</b>	<b>\$510.00</b>
<b>Vacuum Assisted Device</b>	<b>19103</b>	<b>\$576.12</b>
<b>Excision of breast lesion/ preoperative placement of radiological marker, single lesion</b>	<b>19125</b>	<b>\$441.24</b>
<b>Facility fee with excision of breast lesion/preoperative placement of radiological marker, single lesion</b>	<b>19125-F</b>	<b>\$510.00</b>
<b>Each additional lesion (used with 19125)</b>	<b>19126</b>	<b>\$165.25</b>
<b>Preoperative placement of needle localization wire, breast</b>	<b>19290</b>	<b>\$156.65</b>
<b>Facility fee with preoperative placement of needle localization wire, breast</b>	<b>19290-F</b>	<b>\$333.00</b>
<b>Preoperative placement of needle localization wire, breast, additional lesion (used with 19290, limit 1)</b>	<b>19291</b>	<b>\$70.23</b>
<b>Stereotactic localization guidance for breast biopsy or needle placement, each lesion, radiological supervision and interpretation</b>	<b>76095</b>	<b>\$367.49</b>
<b>Mammographic guidance for needle placement, breast, each lesion, radiological supervision and interpretation</b>	<b>76096</b>	<b>\$81.76</b>
<b>Anesthesia/excision of breast cyst, per point (up to 6 points)</b>	<b>00400</b>	<b>\$18.02</b>
<b>Radiological examination, surgical specimen</b>	<b>76098</b>	<b>\$24.96</b>
<b>Ultrasound, breast, unilateral or bilateral</b>	<b>76645</b>	<b>\$70.01</b>
<b>Ultrasonic guidance for needle biopsy, radiological supervision and interpretation</b>	<b>76942</b>	<b>\$144.30</b>
<b>Fine Needle Aspiration, without placement, imaging supervision and interpretation</b>	<b>10021</b>	<b>\$131.82</b>
<b>Interpretation and Report of Fine Needle Aspiration</b>	<b>88173</b>	<b>\$135.85</b>

**EXHIBIT A - BCCCS FY 06 BUDGET TABLE (continued)**

<i>Procedure</i>	<b>CPT Code</b>	<b>Reimbursement</b>
<b>Surgical pathology, gross and microscopic examination (breast or cervical)</b>	<b>88305</b>	<b>\$102.90</b>
<b>Pap Smear - physician's interpretation (Bethesda System)</b>	<b>88141</b>	<b>\$22.48</b>
<b>Pap Smear - cytologist's interpretation (Bethesda System)</b>	<b>88164</b>	<b>\$14.76</b>
<b>Pap Smear - liquid based, cytologist's interpretation (Bethesda System)</b>	<b>88142</b>	<b>\$28.31</b>
<b>Colposcopy</b>	<b>57452</b>	<b>\$111.73</b>
<b>Colposcopy with biopsy and endocervical curettage</b>	<b>57454</b>	<b>\$161.47</b>
<b>Colposcopy with endocervical curettage</b>	<b>57456</b>	<b>\$140.88</b>
<b>Case management for abnormal breast cancer screening, (abnormal CBE or mammogram, diagnostic tests required)</b>	<b>99910</b>	<b>\$100.00</b>
<b>Case management for abnormal cervical cancer screening (diagnostic test required)</b>	<b>88810</b>	<b>\$50.00</b>
<b>Surgical Pathology, gross and microscopic examination (cervix, conization)</b>	<b>88307</b>	<b>\$92.82</b>
<b>Conization of the cervix (excision)</b>	<b>57520</b>	<b>\$319.27</b>
<b>Loop Electrode Excision</b>	<b>57522</b>	<b>\$261.15</b>
<b>TOTAL</b>		

**ALL RATES AND PROCEDURES ARE SUBJECT TO APPROVAL BY CDC.**

**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 2006-01

**Application or Contract Number**

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

**Organization Name and Address**

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489