

CONSENT AGENDA  
ITEM NO. 34

**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 HEALTH FOR THE TITLE V MATERNAL AND CHILD HEALTH PROGRAM

**DATE:** November 3, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager to execute a contract change that provides support totaling \$261,633.00 from the Texas Department of State Health Services (TDSHS) to fund the ongoing Title V Maternal & Child Health Program in the San Antonio Metropolitan Health District (SAMHD) for the period September 1, 2005 through August 31, 2006. This ordinance will also adopt the program budget, approve the personnel complement, and authorize payments for contractual services.

Staff recommends approval.

**BACKGROUND INFORMATION**

The City Manager was authorized to execute the Public Health State Support Project 2005/2006 contract with TDSHS through an ordinance passed and approved on October 6, 2005 providing annual assistance to the City in support of the core public health activities provided by the SAMHD. Contract changes are made throughout the term of the contract in order to renew grant programs when their terms expire. TDSHS has now offered a contract change totaling \$261,633.00 through Contract Change Notice No. 01, Attachment No. 02 to renew support for the ongoing Title V Maternal and Child Health Program in the SAMHD for the period September 1, 2005 through August 31, 2006 (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.

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.

The personnel complement for this activity consists of seventeen (17) positions, the same as last year (See Attachment I).

## **POLICY ANALYSIS**

Acceptance of this grant from TDSHS 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 change provides \$261,633.00 in support to renew the ongoing Title V Maternal & Child Health Program in the SAMHD. In addition, estimated patient co-payments of \$300.00 are anticipated. The SAMHD has coordinated with the Office of Management and Budget.

## **COORDINATION**

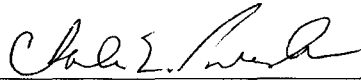
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed and approved the contract with TDSHS. The SAMHD has coordinated with the Finance Department for accurate accounting of the grant.

## **SUPPLEMENTARY COMMENTS**

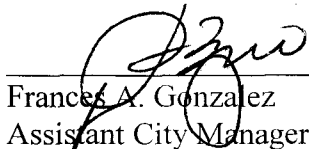
Provisions of the Ethics Ordinance do not apply.

### Attachments:

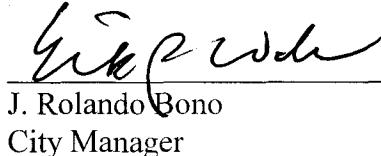
- Attachment I: Title V Project 2005-2006 Budget and Personnel Complement
- Attachment II: TDSHS 7460020708A 2006 Contract Change Notice No. 01, Attachment No. 02



Fernando A. Guerra, MD, MPH  
Director of Health



Frances A. Gonzalez  
Assistant City Manager



J. Rolando Bono  
City Manager

**ATTACHMENT I**  
**Title V Project 2005-2006**  
**TDSHS Contract No. 7460020708A 2006**  
**Fund No. 26016000**  
**Fund Center 3606300000**

<u>ESTIMATED REVENUES</u>	<u>SAP GL No.</u>	<u>CURRENT BUDGET</u>
Attachment #02	4501110	\$ 261,633
Title V MCH Patient Co-pay	4501160	300
Total Estimated Revenues		<u>261,933</u>

**APPROPRIATIONS**

**Title V Maternal & Child Health Program**  
Activity: 36-06-30 09/01/05 to 08/31/06  
Cost Center 3606300002  
Internal Order 136000000286

Regular Salaries & Wages	5101010	95,800
Language Skill Pay	5101050	3,200
Retirement Benefits - Soc. Sec.	5103005	5,988
Life Insurance	5103010	218
Personal Leave Buy Back Pay	5103035	1,500
Car Expense Allowance	5103055	300
Retirement Benefits - TMRS	5105010	11,141
Fees to Professional Contractors	5201040	45,000
Temporary Services	5202010	8,000
Fees to Other Contractors	5202025	15,000
Mail and Parcel Post Service	5205010	250
Office Supplies	5302010	11,286
Chemicals, Medical & Drugs	5304040	23,000
Tools, Apparatus & Accessories	5304050	500
Communications: Telephones	5403010	950
Pagers	5403030	300
Automatic Data Processing Services	5403520	5,500
Workers' Disability Compensation	5405020	1,000
Liability, Hazard & Fidelity Insurance	5405030	500
Flexible Benefits Contribution	5405040	32,500
Indirect Cost	5406530	0
Total 36-06-30		\$ <u>261,933</u>

**PERSONNEL COMPLIMENT**

Class No.	Title	PREVIOUS POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
	Activity 36-06-30			
	Cost Center 3606300002			
	Internal Order 136000000286			
0067	Administrative Aide	3	0	3
0239	Public Health Aide	2	0	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	1	0	1
0244	Senior Public Health Nurse (.50 FTE)	2	(1)	1
0246	Public Health Nurse	1	0	1
0261	Senior Public Health Physician (.50 FTE)	3	0	3
0267	Licensed Vocational Nurse	1	0	1
0271	Dental Hygienist	0	1	1
0870	Special Projects Coordinator	1	0	1
	<b>Personnel 36-06-30:</b>	<u>17</u>	<u>0</u>	<u>17</u>



**ATTACHMENT II**

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

STATE OF TEXAS

DSHS Document No. 7460020708A2006

COUNTY OF TRAVIS

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 : CHS - FEE FOR SERVICE

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**

**RECEIVING AGENCY :**

**DEPARTMENT OF STATE HEALTH SERVICES**

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

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

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

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

Bob Burnette, Director  
Client Services Contracting Unit  
\_\_\_\_\_  
(Name and Title)

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

**RECOMMENDED:**

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

KR CSCU - Rev. 6/05

## 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
02	CHS/FEE 0000309680	09/01/05	08/31/06	State 93.994	261,633.00	0.00	261,633.00
DSHS Document No. 7460020708A2006 Change No. 01					Totals	\$ 0.00	\$396,833.00

\*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-2006  
ATTACHMENT NO. 02  
PURCHASE ORDER NO. 0000309680

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: COMMUNITY HEALTH SERVICES SECTION

TERM: September 01, 2005 THRU: August 31, 2006

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'S FY2006 Title V Fee-For-Service Maternal & Child Health Services Renewal Application and any revisions;
- PERFORMING AGENCY'S FY2006 Application and any revisions;
- RECEIVING AGENCY'S 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 FY2006; and
- RECEIVING AGENCY'S *Department of State Health Services Standards for Public Health Clinic Services*, revised August 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 Health Service 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, **Child Abuse Reporting Requirements** Article, first sentence, is replaced in its entirety:

PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (CHS/FEE-FP), Title X Family Planning (CHS/TITLE X), Title XX Family Planning (CHS/TTLXX), Primary Health Care (CHS/PHC), Title V Maternal and Child Health (CHS/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (NSS/WIC-CARD), and the Services Delivery Integration project (SDI/FFS).

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 (Form GC-10), is due no later than ninety (90) days after the end of the Attachment term. This report shall be marked "Final".

PERFORMING AGENCY shall notify RECEIVING AGENCY immediately in the event of any significant change affecting the PERFORMING AGENCY'S identity, ownership or control, name change, governing board membership, vendor identification, medical or program director, changes in hours of operation, clinic site information regarding closure, relocation, change of address, and openings of new clinic sites. Failure to disclose the required information or inaccurate disclosure by the PERFORMING AGENCY may be treated as a material breach of this contract and may be grounds for termination.

#### 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 DSHS 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 Health and Human Services Commission. 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 DSHS 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 (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 2006-02

**Application or Contract Number**

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

**Organization Name and Address**

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489