

CONSENT AGENDA
ITEM NO. **347**

**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: Inner-City School Immunization Program

DATE: November 17, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept and execute a contract change totaling \$429,812.00 from the Texas Department of State Health Services (TDSHS) to support the ongoing Inner-City School Immunization 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, and approve the personnel complement.

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 January 13, 2005, providing annual assistance to the City in support of core public health activities offered 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 \$429,812.00 through Contract Change Notice No. 11, Attachment 12 (See Attachment II) to renew support for the ongoing Inner-City School Immunization Program in the San Antonio Metropolitan Health District for the period September 1, 2005 through August 31, 2006.

The Inner-City School Immunization Program works to eliminate barriers, expand immunization delivery, and establish consistent policies to immunize pre-school age children. The goal of the program is to prevent, control, and eliminate indigenous vaccine-preventable diseases by providing immunizations and applying epidemiologic principles and outbreak control measures in San Antonio and Bexar County.

The personnel complement for this program remains the same as last year, twelve (12) positions (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 the local public health programs of the City.

FISCAL IMPACT

This TDSHS contract change provides \$429,812.00 in funding for the Inner-City School Immunization Program in the SAMHD. Added to this support are the estimated immunization patient co-payments of \$24,000.00. These funds are collected at SAMHD clinics as an administrative fee for providing immunization services. Including the anticipated co-payments, the Inner-City School Immunization Program budget will be \$453,812.00. SAMHD has coordinated with the Office of Management and Budget.

COORDINATION

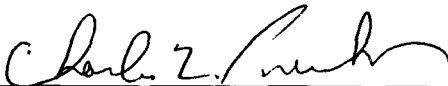
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed the contract with TDSHS. The SAMHD has coordinated with the Finance Department for accurate accounting of the grant.

SUPPLEMENTARY COMMENTS

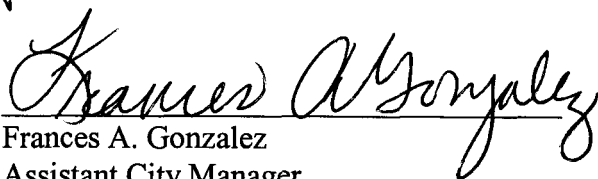
Provisions of the Ethics Ordinance do not apply.

Attachments:

- Attachment I: Public Health State Support Project 2005-2006 (State) Budget and Personnel Complement
- Attachment II: TDSHS 7460020708 2006 Contract Change Notice No. 11, Attachment No. 12



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager



Sheryl Sculley
City Manager

ATTACHMENT I
Public Health State Support Project 2005-2006 (State)
Fund 26016000
Funds Center 3607300000
TDSHS Contract No. 7460020708 2006

<u>ESTIMATED REVENUES</u>	OBJECT CODE	CURRENT BUDGET
Attachment #12	4501110	\$ 429,812
Immunization Co-Pay	4502230	24,000
Total Estimated Revenues		<u>453,812</u>

APPROPRIATIONS

Inner-City School Immunization Program

Activity: 36-07-30 09/01/05 to 08/31/06

Cost Center 3607300002

Internal Order 136000000291 entitled "2005-06 Inner-City School Immunizations"

Regular Salaries & Wages	5101010	296,306
Language Skill Pay	5101050	1,200
Retirement Benefits - Soc. Sec.	5103005	22,296
Life Insurance	5103010	437
Car Expense Allowance	5103055	2,200
Retirement Benefits - TMRS	5105010	36,285
Advertising and Publication	5203040	5,000
Binding, Printing and Reproduction	5203060	2,500
Mail & Parcel Post Service	5205010	3,400
Office Supplies	5302010	9,552
Communications: Telephones	5403010	4,300
Pagers/Mobile Phones	5403030	600
Automatic Data Processing	5403520	6,000
Flexible Benefits Contribution	5405040	58,536
Indirect Cost	5406530	5,200
Total Appropriations		\$ <u>453,812</u>

PERSONNEL COMPLEMENT:

	PREVIOUS POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
Cost Center 3607300002			
Internal Order 136000000291			
0010 Office Assistant	1	0	1
0041 Adminitrative Assistant II	1	0	1
0067 Administrative Aide	2	0	2
0244 Senior Public Health Nurse	1	0	1
0246 Public Health Nurse	2	0	2
0267 LVN	2	0	2
0282 Health Program Specialist	1	0	1
0284 Health Program Supervisor	2	0	2
Total 36-07-30:	<u>12</u>	<u>0</u>	<u>12</u>



ATTACHMENT II

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

STATE OF TEXAS

DSHS Document No. 7460020708 2006

COUNTY OF TRAVIS

Contract Change Notice No. 11

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. 12 : IMMUNIZATION BRANCH - LOCALS

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECOMMENDED:

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

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

VW 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	HIV/PREV 0000301959	01/01/05	12/31/05	93.940	232,350.00	0.00	232,350.00
03	STD/HIV 0000302392	01/01/05	12/31/05	93.940 93.977	321,254.00	0.00	321,254.00
04	TB/PC 0000302377	01/01/05	12/31/05	93.116	356,700.00	0.00	356,700.00
05	HIV/SURV 0000303156	01/01/05	12/31/05	93.944	123,869.00	0.00	123,869.00
06	DIAB/CDSP 0000306306	04/01/05	03/29/06	93.988	90,000.00	0.00	90,000.00
07	RLSS/LPHS 0000309916	09/01/05	02/28/06	State	152,888.00	0.00	152,888.00
08	EPI/LEAD 0000307363	07/01/05	06/30/06	93.262	35,520.00	0.00	35,520.00
09	TB/PC 0000309488	09/01/05	08/31/06	State	189,472.00	0.00	189,472.00
10	CPS/BIO-LAB 0000310170	09/01/05	08/31/06	93.283	250,000.00	0.00	250,000.00
11	CPS/BIOTERR 0000310219	09/01/05	08/31/06	93.283	1,918,789.00	0.00	1,918,789.00
12	IMM/LOCALS 0000310324	09/01/05	08/31/06	State	429,812.00	0.00	429,812.00
DSHS Document No.7460020708 2006 Change No. 11					Totals	\$ 0.00	\$4,100,654.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708-2006
ATTACHMENT NO. 12
PURCHASE ORDER NO. 0000310324

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: IMMUNIZATION BRANCH

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

SECTION I. SCOPE OF WORK

The goal of RECEIVING AGENCY Program is to prevent, control, and eliminate vaccine-preventable diseases by providing and administering biologicals, promoting immunizations, conducting vaccine-preventable disease surveillance, assessing vaccine coverage levels, and applying principles of epidemiology and outbreak control measures within budgetary constraints.

PERFORMING AGENCY will provide essential public health services as specified in PERFORMING AGENCY'S approved 2004 Interlocal Application for Immunization Services, ILA I04 0003.1, dated June 16, 2003, and subsequent renewal applications, incorporated herein by reference and made part of this contract Attachment. Any revisions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

PERFORMING AGENCY shall implement an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two years of age or younger (less than 36 months of age). PERFORMING AGENCY shall incorporate traditional and non-traditional, systematic approaches designed to eliminate barriers, expand immunization delivery, and establish uniform policies.

PERFORMING AGENCY shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1 - 97.6 and §§97.101 - 97.102.

PERFORMING AGENCY shall report all vaccine adverse event occurrences in accordance with the National Childhood Vaccine Injury Act of 1986.

PERFORMING AGENCY shall inform and educate the public about vaccines and vaccine-preventable diseases.

PERFORMING AGENCY shall develop policies and plans that support individual and community-based immunization strategies and evaluate effectiveness, accessibility, and quality of personal and population-based immunization services and program activities.

PERFORMING AGENCY shall ensure a health care workforce that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

PERFORMING AGENCY shall comply with written policies and procedures provided by RECEIVING AGENCY Program in managing state-supplied vaccines, including guidelines for proper storage and handling of vaccines.

PERFORMING AGENCY shall not deny vaccinations to recipients because they do not reside within PERFORMING AGENCY'S jurisdiction.

PERFORMING AGENCY shall maintain an accurate, up-to-date list of clinics and sites where public sector (free or low cost) immunization services are offered in PERFORMING AGENCY'S local area.

PERFORMING AGENCY shall not charge a fee for vaccines provided by RECEIVING AGENCY Program. All vaccines obtained from RECEIVING AGENCY Program shall be used solely for purposes of this contract Attachment and shall not be sold to agencies or individuals.

PERFORMING AGENCY shall not collect vaccine administration fees from Medicaid recipients. Vaccine administration fees collected from non-Medicaid patients shall be kept within guidelines established by RECEIVING AGENCY. In accordance with 25 TAC §1.91, no one shall be denied immunization services in public clinics because of inability to pay the administration fee. Fee schedules shall not be based on vaccine type, formulation, or dose in series. A copy of PERFORMING AGENCY'S fee schedule shall be submitted to RECEIVING AGENCY Program by April 1st.

All equipment and vaccine used by PERFORMING AGENCY which are provided by RECEIVING AGENCY Program, shall be accounted for as public property. RECEIVING AGENCY Program will investigate equipment or vaccine loss, destruction, spoilage, or other waste and may require PERFORMING AGENCY to replace or reimburse RECEIVING AGENCY Program.

PERFORMING AGENCY shall provide the parent, managing conservator, or guardian of each patient with a form that is approved by RECEIVING AGENCY Program in compliance with 25 TAC, Chapter 100 to authorize participation in the statewide immunization registry (ImmTrac).

PERFORMING AGENCY shall provide to RECEIVING AGENCY Program periodic data transfers of all vaccines administered in a format that is compatible for inclusion in the statewide immunization registry, ImmTrac, and in accordance with the schedule provided by RECEIVING AGENCY.

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

- PERFORMING AGENCY'S approved 2004 Interlocal Application for Immunization Services, and any revisions or subsequent renewal applications;
- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B;
- RECEIVING AGENCY'S Standards for Public Health Clinic Services, revised August 31, 2004;
- RECEIVING AGENCY'S Vaccine-Preventable Disease Surveillance guidelines, <http://www.tdh.state.tx.us/immunize/docs/guide.htm>;
- RECEIVING AGENCY'S Pharmacy guidelines;
- Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices (ACIP) guidelines, including the statement: "Immunization of Health-Care Workers"; and
- Standards for Child and Adolescent Immunization Practices, February 8, 2002, recommended by the National Vaccine Advisory Committee, approved by the United States Public Health Service, and endorsed by the American Academy of Pediatrics.

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 contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMANCE MEASURES

All activities shall be performed in accordance with PERFORMING AGENCY'S Annual Plan and detailed budget as approved by RECEIVING AGENCY Program based on the 2004 Interlocal Application for Immunization Services, ILA I04 0003.1, dated June 16, 2003 and any subsequent renewal applications. The following performance measure(s) will be used, in part, to assess PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment to the service area, without waiving the enforceability of any of the terms of the contract Attachment.

PERFORMING AGENCY shall submit to RECEIVING AGENCY Program the monthly reports of doses administered and the monthly biological order form in a format provided by RECEIVING AGENCY and in accordance with the schedule provided to PERFORMING AGENCY by RECEIVING AGENCY Program.

PERFORMING AGENCY shall implement an immunization reminder and recall system to notify parents or guardians of children less than 36 months of age when immunizations are due or past due. The notifications may be automated or manual and may consist of mail or telephone contacts.

PERFORMING AGENCY shall complete 100% of annual assessments in sub-contracted entities and local Women, Infant and Children (WIC) clinics using the Assessment, Feedback, Incentives, and eXchange (AFIX) methodology as assigned by RECEIVING AGENCY. PERFORMING AGENCY shall submit assessment results to RECEIVING AGENCY Program within two (2) weeks after completion.

PERFORMING AGENCY shall recruit and enroll providers into the Texas Vaccines for Children (TVFC) program.

PERFORMING AGENCY will perform the following applicable required activities:

1. Implement a plan to improve vaccination coverage levels;
2. Work with the local WIC agencies for referral of under-vaccinated WIC enrollees;
3. Ensure that expired, wasted, and unaccounted for vaccines do not exceed 5% for DTaP, Hib, hepatitis B, IPV, MMR, PCV7, and varicella vaccines for Local Health Department clinics;
4. Decrease the proportion of duplicate records or questionable matches in ImmTrac;
5. Increase the percentage of children less than six (6) years of age participating in ImmTrac;
6. Increase the number of registered provider sites for ImmTrac;
7. Increase TVFC provider enrollment;
8. Increase the number of educational opportunities on vaccine-preventable diseases available to public and private providers;
9. Complete 100% of assigned TVFC follow-up site visits;
10. Promote and ensure immunization services are provided for all age groups with emphasis on pockets of need;
11. Increase the reporting of varicella cases;
12. Complete 90% of vaccine-preventable disease investigations within thirty (30) days from date reported;
13. Identify all infants born to hepatitis B surface antigen (HBsAG)-positive pregnant women. PERFORMING AGENCY shall investigate 100% of suspected hepatitis B infections in pregnant women to ensure appropriate treatment and follow-up as directed by Health and Safety Code §81.090 and

RECEIVING AGENCY'S Vaccine-Preventable Disease Surveillance Guidelines;

14. Ensure all reported infants born to HBsAg positive women receive hepatitis B vaccine and Hepatitis B Immune Globulin (HBIG) within seven (7) days of birth;
15. Complete 100% of assigned childcare facility assessments or surveys; and,
16. Complete 100% of assigned public or private school assessments or surveys.

Activities may be subsequently amended as directed by the Centers for Disease Control and Prevention and RECEIVING AGENCY Program. RECEIVING AGENCY Program must approve, in writing, any revisions to PERFORMING AGENCY'S Annual Plan.

SECTION II. SPECIAL PROVISIONS

PERFORMING AGENCY shall comply with Texas Health and Safety Code, Chapters 81 and 161.

Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement in accordance with RECEIVING AGENCY *Interlocal Application for Immunization Services*, dated June 16, 2003 and any subsequent renewal applications.

Travel expenses shall be reimbursed according to current state travel regulations and shall not exceed the reimbursement for mileage allowed under the Appropriations Act.

Monthly billings must be submitted on a State of Texas Voucher Request form no later than the close of the following month.

PERFORMING AGENCY is required to complete and submit the following reports utilizing a format provided by RECEIVING AGENCY Program:

Report Type	Reporting Period	Report Due Date
Programmatic	9/1/05 – 12/31/05	1/30/06
Programmatic	1/1/06 – 4/30/06	5/30/06
Programmatic	5/1/06 – 8/31/06	9/30/06
Final Summary	9/1/05 – 8/31/06	10/30/06

For immunization activities performed under this contract Attachment, General Provisions, **Overtime Compensation** Article is not applicable. In addition, PERFORMING AGENCY shall comply with the following paragraphs:

PERFORMING AGENCY is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

PERFORMING AGENCY is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. PERFORMING AGENCY shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

SECTION III. BUDGET:

PERSONNEL	\$325,821.00
FRINGE BENEFITS	103,991.00
TRAVEL	0.00
EQUIPMENT	0.00
SUPPLIES	0.00
CONTRACTUAL	0.00
OTHER	0.00
 TOTAL DIRECT CHARGES	 \$429,812.00
INDIRECT CHARGES	\$0.00
TOTAL	\$429,812.00

Total reimbursements will not exceed \$429,812.00.

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

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

7460020708 2006-12

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489