

AN ORDINANCE 2008-01-31-0061

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE BEXAR COUNTY HOSPITAL SYSTEM d/b/a UNIVERSITY HEALTH SYSTEM (UHS) TRANSFERRING CLINICAL PREVENTIVE HEALTH FUNCTIONS FROM THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT (SAMHD) TO UHS; AUTHORIZING PAYMENTS TO UHS IN AN AMOUNT NOT TO EXCEED \$4,202,870.00; AUTHORIZING THE ELIMINATION OF 125 STAFF POSITIONS WITHIN SAMHD; AND AUTHORIZING THE PROVISION OF SERVICES BY SAMHD TO UHS IN ACCORDANCE WITH THE TEXAS STATE DEPARTMENT OF HEALTH SERVICES TITLE X GRANT;

* * * * *

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) and University Health System (UHS) wish to promote the public purpose of strengthening the focus on health, wellness and prevention within the City of San Antonio and Bexar County in order to eliminate duplication of services and expand preventive health services, health education and community-based outreach within UHS; and

WHEREAS, a Joint Planning and Operations Council (JPOC) composed of senior staff from both SAMHD and UHS was formed in October 2006 to explore areas for consolidation and establish a high-performing public health system; and

WHEREAS, after much study on health system coordination and integration, including State Statutes which regulate both entities, the JPOC recommended that all individual clinical preventive health services should transition from SAMHD to UHS control, including the personnel and grants that support these activities. These services include prenatal care, family planning, well-child screenings, breast and cervical cancer screenings, senior health screenings, and refugee health services; and

WHEREAS, the SAMHD should continue to provide population-based health services including the health authority responsibilities, community health monitoring and investigations, community-based preventive health services, communicable disease control programs, food and environmental health programs, maintenance of vital statistics and public health emergency preparedness; and

WHEREAS, this amendment authorizes payment not to exceed \$4,202,870.00 to UHS to provide clinical preventive health services in up to ten SAMHD service locations during the period February 4, 2008 through December 31, 2008 (the "Transition Period"); and

WHEREAS, in addition, 125 staff positions will be eliminated from SAMHD and created within UHS to provide clinical preventive health services; and

WHEREAS, eight (8) SAMHD grants related to transferred services will be terminated as of January 31, 2008 for UHS to assume; and

WHEREAS, moreover, UHS will be allowed to operate in SAMHD facilities and use all of the equipment and City support services at no cost through the Transition Period; and

WHEREAS, it is anticipated that over time gradual adjustments will be made to enhance services and improve efficiencies through inter-agency collaboration and economies of scale; and

WHEREAS, long-term objectives of this transfer of services are to strengthen the focus on health, wellness, and prevention within the City and County and expand preventive health services, health education, and community-based outreach within UHS; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District (SAMHD) or his designee, is authorized to execute the Second Amendment to Interlocal Services and Planning Agreement with San Antonio Metropolitan Health District thereby transferring clinical preventive health services to University Health System (UHS) and providing for the provision of services by SAMHD of Title X grant services to UHS. A copy of the amendment is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. The budget in the General Fund for the Health Department will be revised in FY 2008 in the amount of \$3,008,241.00 by reducing the budget in various Fund Centers and Commitment items (to be supplied by the Health Department) into Cost Center 3601010001 Director/Assistant Director, and Commitment Item 5201030, Fees for Governmental Contractors.

SECTION 3. An amount not to exceed \$3,008,241.00 is authorized to be paid to UHS by the issuance of a Purchase Order charging Cost Center 3601010001 and General Ledger 5201030.

SECTION 4. Payments not to exceed \$1,194,629.00 to UHS for FY 2009 will be contingent upon the approval of the FY 2009 operating budget for the General Fund.

SECTION 5. The amount of \$86,913.00 is authorized to be accepted from UHS in consideration for the provision of Title X grant services to UHS by SAMHD.

SECTION 6. The SAMHD is authorized to eliminate 125 staff positions associated with the provision of clinical preventive health services transferred to UHS.

SECTION 7. The Director of the San Antonio Metropolitan Health District, or his designee, is authorized to terminate eight (8) grants from the Texas Department of State Health Services as set out in Attachment I, attached hereto and incorporated herein for all purposes.

SECTION 8. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 9. This Ordinance shall become effective immediately upon passage by eight (8) affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 31st day of January, 2008.

ATTEST: *Jefina M. Soto*
City Clerk

Phil Hardberger
M A Y O R

PHIL HARDBERGER

APPROVED AS TO FORM: *Hollis Young*
for City Attorney

Agenda Item:	5						
Date:	01/31/2008						
Time:	10:17:37 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of an amendment to the Interlocal Agreement with the Bexar County Hospital District d/b/a University Health System (UHS) transferring clinical preventive health functions from the San Antonio Metropolitan Health District (SAMHD) to UHS; authorizing payments to UHS in an amount not to exceed \$4,202,870.00; authorizing elimination of 125 staff positions within SAMHD; and authorizing the provision of services by SAMHD to UHS in accordance with Texas Department of State Health Services Title X grant. [Frances A. Gonzalez, Assistant City Manager; Fernando A. Guerra, Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1	x					
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

DM



CMS or Ordinance Number: OR00000200801310061

TSLGRS File Code: 1000-05

Document Title:
ORD - 00000200801310061

Ordinance Date:
1/31/2008

San Antonio Metropolitan Health District Transition of Clinical Preventive Services to University Health System

Fernando A. Guerra, MD, MPH

Bryan J. Alsip, MD, MPH

January 31, 2008



Background

- Citizens Commission on City/County Service Integration: October 2003 - April 2004
- Briefing for Mayor Hardberger and Judge Wolff in February 2006 on UHS-SAMHD partnerships
- UHS-SAMHD Interlocal Services & Planning Agreement – October 1, 2006
 - Serves as the basis for future amendments
 - Created the Joint Planning and Operations Council (JPOC) to be composed of senior management staff of each organization

COSA Activities - Phase I

(February 4, 2008 – December 31, 2008)

- Contract with UHS to provide clinical preventive health services at SAMHD facilities
- Transition 125 SAMHD positions to UHS
- Lease SAMHD facilities and equipment to UHS at nominal cost
- Pay costs for utilities, building & equipment maintenance, information technology (IT), security, and related expenses
- Monitor activities through performance plan
- Assess budget and financial implications of Phase II
- Recommend reduction of the City ad valorem tax rate for costs transitioned to UHS
- Plan for long term use of facility space by UHS

5

COSA Activities - Phase II

(Beginning January 1, 2009)

- Execute amendment of interlocal agreement to transition remaining costs to UHS (utilities, building & equipment maintenance, IT, security, and related expenses)
- Implement long term plan for use of clinic space and equipment by UHS
- Recommend reduction of the City ad valorem tax rate for remaining costs transitioned to UHS to assure service transition is tax neutral

6

Human Resources

- 125 positions
 - 98 General Fund Positions
 - 21 Grant Funded Positions
 - 6 Grant Funded Part-Time Positions
- Employee may receive more pay, but not less
- Arrangements made for employees close to retirement
- All employees to either transition to UHS employment or be placed in other COSA positions

9

Funding Plan and Budget

- UHS operations during Phase 1 will be supported by a combination of City funding, grant/contract revenues and other revenues (Medicaid, Medicare, patient co-payments, etc.) earned through clinic operations
 - City General Fund payment net of revenues \$4.2M
 - Revenue to be generated by UHS with transition of services \$600K
 - Grants residual funding \$1.8M
- SAMHD will continue to pay for utilities, building & equipment maintenance, IT, security, and related expenses
- Future funding of services by UHS (phase 2) will include an upward adjustment of their tax rate

10

Benefits to COSA

- Reduced current costs (estimated)
 - Clinical operations net of revenues (\$4.6 million)
 - Facilities (\$550K)
 - Laboratory support (\$176K)
- Reduced future costs (estimated)
 - Integrated electronic medical records (\$350K)
 - Rising costs of health expenditures (6.9%/year)
- Allow SAMHD to expand population health and health assurance functions to serve the entire community
 - Community health assessment and planning
 - Promotion of healthy lifestyles
 - Assuring a safe and healthy environment

13

Expected Outcomes of Transitioning Clinical Services

- Improve coordination of care for clients supported by integrated electronic health records and access to a wider range of services
 - Improve access to preventive health services for UHS patients and the larger community
 - Improve patient access to CareLink system
 - Improve access to follow up care for clients served in community preventive health clinics
 - Avoid duplications of tests and treatments through access to electronic health information throughout the system of care
- Leverage economies of scale to promote efficiency
- Continue to strengthen relationships among SAMHD, UHS, UTHSCSA and other community health partners

14

Clinic Locations to be Operated by UHS

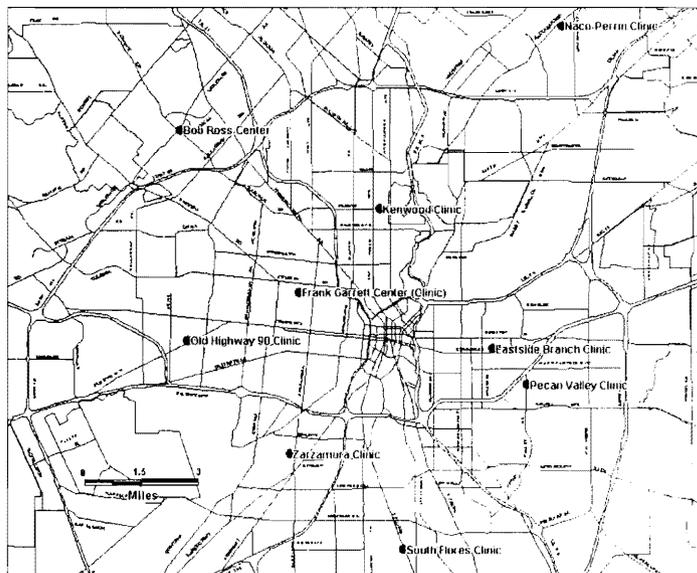
■ City Owned Facilities:

Facility	Location	UHS Space	Total Space
Bob Ross Center	2219 Babcock	2,415	24,000
Eastside Branch Clinic	210 N. Rio Grande	3,699	11,910
Frank Garrett Center (Clinic)	1226 NW 18th St.	1,899	2,767
Kenwood Clinic	302 Dora St.	3,795	5,877
Naco-Perrin Clinic	4020 Naco-Perrin Blvd.	7,355	8,400
Old Highway 90 Clinic	911 Old Highway 90 W	5,554	5,554
Pecan Valley Clinic	802 Pecan Valley Dr.	3,113	5,714
South Flores Clinic	7902 S. Flores St.	5,940	5,940
Zarzamora Clinic	4503 S. Zarzamora	4,959	8,471
		38,729	78,633

- San Antonio Housing Authority Facility:
 – Ricardo Salinas Clinic (630 S. General McMullen)

17

Clinics Included in Lease Agreement



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 - Created the Joint Planning and Operations Council (JPOC) to be composed of senior management staff of each organization

JPOC Approach

- Established shared goals for the health system
- Initiated work in coordination of programs
- Conducted a study of other city and county health systems throughout the U.S.
- Considered options along a continuum of collaborative/integrated models
- Researched challenges and opportunities in the consolidation of each major type of program
- Meet every two weeks to address ongoing issues

3

JPOC Recommendations

- Transition Clinical Preventive Health Services to UHS
 - Prenatal care, family planning, well-child screenings, breast and cervical cancer screenings, senior health screenings, and refugee health services
- Retain Population-Based Health Services
 - Health authority
 - Community health monitoring and investigations
 - Community-based preventive services (immunization, education)
 - Communicable disease control programs (STD and tuberculosis prevention & control)
 - Food and environmental health programs
 - Public health emergency preparedness program
- UHS and SAMHD will continue to explore and implement changes to coordinate programs through the JPOC

4

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- Monitor activities through performance plan
- Assess budget and financial implications of Phase II
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COSA Activities - Phase II

(Beginning January 1, 2009)

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- Implement long term plan for use of clinic space and equipment by UHS
- Recommend reduction of the City ad valorem tax rate for remaining costs transitioned to UHS to assure service transition is tax neutral

6

Key Elements of the Amendment to the Interlocal Agreement

- Organizational structure
- Human resources
- Funding plan and budget
- Grants
- Tax rate
- Facilities
- Performance management
- Continued collaboration

7

Organizational Structure

- Transitioned services will be situated within the UHS Ambulatory Care Division
- Medical providers (MDs and NPs) will be employed by UHS through their medical group practice (CMA) and will work with UTHSCSA departments to provide appropriate supervision of services

8

Human Resources

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Grant Summary

- 8 grants will be transitioned
- Arrangements made with grantors to terminate effective January 31, 2007
- UHS will be responsible for all billing & grant deliverables
- PCI contract of \$55K will not be renewed

Grant Title	Total Grant Award (without program income)	Estimated Grant Balance on 1/31/07
Breast and Cervical Cancer Screening Project	\$200,200	\$126,000
Refugee Resettlement	\$143,495	\$95,640
Title V Family Planning	\$129,649	\$60,000
Title V Maternal & Child Hlth	\$212,998	\$130,000
Title X	\$39,882	\$32,700
Title X Male Involvement	\$125,000	\$72,917
Title XX Family Planning	\$357,628	\$177,400
UTHSCSA Patient Navigator	\$148,194	\$86,700
Totals	\$1,357,046	\$781,357

11

Impact to City Ad Valorem Tax Rate

- As City transitions services to UHS a corresponding tax rate decrease will be recommended in an amount equal to the cost of services transitioned
- FY 2008 Current City tax rate is 57.230 cents per \$100 of value
- Combined tax reduction for FY2009 & FY2010 is estimated at 7/10 of a cent (.00664)
 - Calculation is based on the FY2008 Certified Taxable Value
 - FY 2009 – ½ of a cent (.00498)
 - FY 2010 – 2/10 of a cent (.00166)
- Final calculation will be developed as part of the FY 2009 and FY 2010 Budget Processes
 - Use of Certified Tax Roll from the Bexar Appraisal District (BAD), which is provided in July of every year, will be needed to calculate reduction
 - Cost of operating and maintaining clinic facilities and laboratory support will be included in final calculation
- **Potential** corresponding UHS rate increase may be lower due to a larger UHS tax base

12

Benefits to COSA

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 - Avoid duplications of tests and treatments through access to electronic health information throughout the system of care
- Leverage economies of scale to promote efficiency
- Continue to strengthen relationships among SAMHD, UHS, UTHSCSA and other community health partners

14

Assessing Performance

- A performance management plan will be implemented to monitor the quality, accessibility, equity, and efficiency of transitioned services, as well as patient and staff satisfaction
- Quarterly performance reports will be provided to the JPOC with periodic reports to COSA and UHS governing bodies and will include performance improvement actions if necessary

15

Facilities and Lease Agreement

- Term of February 4, 2008 through December 31, 2008
- Lease provides UHS access to clinic space and equipment at no cost in exchange for continued provision of clinical preventive health services
- Through the amendment to the Interlocal Agreement to transition services, the City will continue to support utilities, facility maintenance and IT support through December 31, 2008.
- Facility alterations, including extension of computer networks, will be approved by COSA and ITSD
- City owned equipment at the Salinas clinic will be covered through the lease agreement

Long-term planning

- During 2008, COSA will assess long-term facility use and negotiate lease or transfer agreements with UHS with an intent to transfer ownership of six facilities where UHS would be the sole occupant or would share space with only SAMHD

16

Clinic Locations to be Operated by UHS

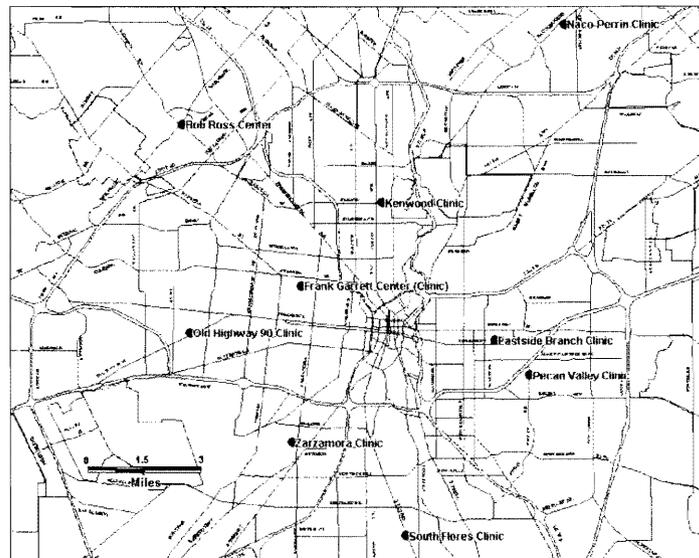
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- San Antonio Housing Authority Facility:
 – Ricardo Salinas Clinic (630 S. General McMullen)

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Clinic Services

Clinic	Services to be provided by UHS	Services to be provided by SAMHD/COSA
Bob Ross Center	Senior Health Services	None, other city services
Eastside Branch Clinic	Refugee Health Services	Healthy Start, Project WORTH
Frank Garrett Center	Family Planning, Well Child, Maternity, Immunizations	Dental, other city services
Kenwood Public Health Clinic	Family Planning, Well Child, Maternity, Immunizations	Dental
Naco-Perrin Clinic	Family Planning, Well Child, Maternity, Immunizations	None, other city services
Old Highway 90 Public Health Clinic	Family Planning, Well Child, Maternity, Immunizations	None
Pecan Valley Clinic	Family Planning, Well Child, Maternity, Immunizations	WIC
South Flores Clinic	Family Planning, Well Child, Maternity, Immunizations	None
Zarzamora Clinic	Family Planning, Well Child, Maternity, Immunizations	WIC

19

Recommendations

- Staff recommends approval of the ordinance authorizing an amendment to the interlocal agreement with UHS
- Staff recommends approval of the ordinance authorizing the execution of a lease agreement with UHS through December 31, 2008

20

DW



CMS or Ordinance Number: CN4600007105

TSLGRS File Code:1000-25

Document Title:
CONT - 4600007105

Commencement Date:

2/4/2008

Expiration Date:

12/31/2008

ORIGINAL

STATE OF TEXAS	§	SECOND AMENDMENT TO
	§	INTERLOCAL SERVICES AND
	§	PLANNING AGREEMENT WITH
	§	SAN ANTONIO METROPOLITAN
COUNTY OF BEXAR	§	HEALTH DISTRICT (SAMHD)

This Second Amendment to the Agreement for Services and Planning (the "Agreement by and between the **City of San Antonio**, a home-rule municipality situated within Bexar County, Texas, herein called "CITY" and the **Bexar County Hospital District d/b/a University Health System**, a political subdivision of the State of Texas, herein called "UHS" "), is entered into this 1st day of February, 2008, pursuant to the Texas Interlocal Cooperation Act.

WITNESSETH

WHEREAS, the governing bodies of cities, counties and other governmental entities may establish health districts for the operation of a coordinated health program for the members of such districts; and

WHEREAS, the governing bodies of the CITY and Bexar County (COUNTY) have established a health district by mutual agreement; and

WHEREAS, on September 21, 2006, UHS and City entered into an Interlocal Agreement that is also referenced as City of San Antonio City Ordinance 2006-09-21-1111 pursuant to the Texas Interlocal Cooperation Act for the purpose of engaging in joint planning activities to promote effective and efficient health care operations that reduce duplication, increase access to care, and improve the overall health status of residents of the COUNTY; and

WHEREAS, among the activities identified to incorporate within the development of a systems approach to optimum health care include securing certain clinical and administrative services from UHS, including laboratory and radiology and pharmacy services; and provision by the CITY through the San Antonio Metropolitan Health District (HEALTH DISTRICT) of preventive dental care, public health and emergency preparedness services in unincorporated areas of the COUNTY; and

WHEREAS, UHS and CITY have reviewed the service needs of the community and based on that review have identified that the clinical laboratory services of UHS are a necessary component of an integrated health care system to optimize efficiency of diagnosis, treatment and prevention of communicable disease; and

WHEREAS, CITY AND UHS wish to strengthen the focus on health, wellness and prevention within the CITY and the COUNTY in order to eliminate duplication of services and expand preventive health services, health education and community-based outreach within UHS; and

WHEREAS, to facilitate collaboration and improved continuity and quality of health care services, UHS and CITY desire to amend this Agreement to incorporate the specific terms of "Attachment E" which provides for the transfer of operations of clinical preventive health

services, including prenatal services, family planning services, well-child exams, senior health services, breast and cervical cancer screenings, and refugee health screening services from the HEALTH DISTRICT to UHS beginning on February 4, 2008;

NOW THEREFORE, the parties agree as follows:

ARTICLE I
PURPOSE AND EFFECTIVE DATE

1.01 The purpose of this Amendment is to amend the said Interlocal Services and Planning Agreement to incorporate the agreed specific terms of "Attachment D" reflecting the provision of services by CITY through the HEALTH DISTRICT to UHS, and, the agreed specific terms of "Attachment E" reflecting a transfer of services to UHS from the CITY. This Amendment shall be effective February 4, 2008.

ARTICLE II
AMENDMENTS

2.01 Article III, "CITY Obligations" is hereby amended to reflect the deletion of Section 3.01(a)(3).

2.02 Article III, "CITY Obligations" is hereby amended to reflect the addition of Sections 3.07 and 3.08 to read as follows:

3.07 The CITY through the HEALTH DISTRICT shall provide outreach health services to UHS in conjunction with the Texas Department of State Health Services (DSHS) Title X Male Involvement Infrastructure and Title X grant outlines, including, but not limited to, basic reproductive health, general STD education, abstinence, safer sex messages, encouraging parental involvement in decision making, and general preventive health information as described in Attachment D which is attached hereto and incorporated herein for all purposes.

3.08 HEALTH DISTRICT shall transfer the operation of clinical preventive health services, including prenatal services, family planning services, well-child exams, senior health services, breast and cervical cancer screening, and refugee health screening services to UHS beginning February 4, 2008.

2.03 Article IV, "UHS Obligations," is hereby amended to reflect the deletion of Section 4.02 and replaced with Section 4.02 as follows:

4.02 UHS agrees to accept the operation of clinical preventive health services, including prenatal services, family planning services, well-child exams, senior health services, breast and cervical cancer screening, and refugee health screening services and further agrees to provide these services as described in Attachment E beginning February 4, 2008.

2.04 Article V "Joint Obligations" is hereby amended to reflect the deletion of Sections 5.01 (d), 5.02, and 5.04. Section 5.02 is hereby replaced with Section 5.02 to read as follows:

5.02 HEALTH DISTRICT and UHS hereby agree to the transfer and provision of clinical preventive health services in accordance with the terms and conditions as set out in Attachment E which is attached hereto and incorporated herein for all purposes.

2.05 Article VI, "Cost of Service," is hereby amended to reflect the addition of Section 6.02 (c) related to the payment for services in accordance with Attachment D, and further amended to reflect the agreement of means of payment for services in accordance with payments set out in Attachment E. Section 6.02 (c) is added and 6.05 is amended to read as follows:

6.02 (c) For the outreach health services described in Section 3.07 herein: UHS agrees to pay for said services as set out in Attachment D.

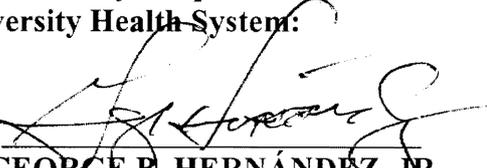
6.05 HEALTH DISTRICT through the CITY agrees to pay and UHS agrees to accept payment for services rendered in accordance with payment schedules in Attachment B, Attachment C and Attachment E.

ARTICLE III
TERMS AND CONDITIONS

All other terms and conditions of the Interlocal Services and Planning Agreement remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE WRITTEN ABOVE.

**Bexar County Hospital District d/b/a
University Health System:**

BY: 
GEORGE B. HERNÁNDEZ, JR.
President/Chief Executive Officer

City of San Antonio:

BY: 
FRANCES A. GONZALEZ
Assistant City Manager

APPROVED AS TO FORM:

BY: 
BRIGID SHERIDAN
Staff Attorney
University Health System

ATTEST:

BY: 
LETICIA M. GRACER
City Clerk



APPROVED AS TO FORM:


FOR **MICHAEL D. BERNARD**
City Attorney

Attachment D**Terms and Obligations Related to the Provision of Services Outlined in the Texas Department of State Health Services Title X Infrastructure and Title X Male Involvement Grants****General Provisions**

- This agreement is contingent upon approval of the transition of clinical preventive services from SAMHD to UHS by the San Antonio City Council and UHS Board of Managers, and the transfer of Texas Department of State Health Service grant programs from SAMHD to UHS
- This agreement will cover the period of February 1, 2008 (date of transition of clinical preventive health services from SASMHD to UHS) through August 31, 2008 (end of the current grant period) (the “Term”). Decisions regarding future obligations associated with the Title X Infrastructure and Title X Male Involvement grants will be made jointly by UHS and SAMHD at least 90 days in advance of the end of the grant cycle to allow sufficient time for coordination with the Texas Department of State Health Services (DSHS) on future funding applications.
- If additional grant funds are directed to UHS by DSHS for either the Title X Infrastructure or Title X Male Involvement grants, UHS will follow DSHS directive(s) as to how these funds will be applied, which may include increasing the funds provided to SAMHD in support of the project deliverables.

Statement of Work

- Key deliverables for which SAMHD will be responsible are drawn from both the Title X infrastructure grant as well as the Title X Male Involvement grant.
- SAMHD and UHS both agree that neither they, nor any other party designated by them to provide services hereunder, shall perform elective abortion procedures, or contract with, or provide funds to, any individual or entity for the performance of elective abortions.
- SAMHD will disband their Information and Education Committee and Health Advisory Committee supporting Title X activities as of January 31, 2008. It is agreed that UHS will invite all SAMHD committee members to participate in equivalent UHS committees for the remainder of the grant cycle.
- Quality Assurance activities are critical to assuring performance measures are met and improvements are achieved in providing both clinical and population-based preventive health services. To this end, the UHS Vice President of Women’s and Preventive Health Services will appoint a representative to serve on the SAMHD Quality Assurance Committee and the SAMHD Assistant Director of Health for Clinical and Population Based Services will appoint a representative to serve on the UHS Women’s and Preventive Health Services Quality Assurance Committee.

Male Involvement

- Pursuant to this agreement, SAMHD will provide outreach health information to 2,000 males, ages 15 -25, residing in Bexar County. The health content will

include basic reproductive health, minimum of two contraceptive methods, and general STD education.

- SAMHD will provide health education in group settings to 200 males, ages 15 - 25, residing in Bexar County. The health content will include basic reproductive health, minimum of two contraceptive methods, general STD education, effective communication techniques between partners regarding use of contraceptive methods and general preventive health information. These classes will be delivered in a culturally sensitive manner with post-test evaluation. Classes will be consistent with the Family Planning Male Training Center recommendations. and will use available evidence-based program materials.
- SAMHD personnel serving as Male Involvement Health Educator must attend one (1) United States Office of Population Affairs sponsored male involvement program prior to the end of the Term with prior approval by UHS.
- SAMHD will support UHS in submitting process data required for Texas Department of State Health Services Title X Male Involvement Grant Progress Reports (Objectives). SAMHD will submit reports at least two weeks in advance of the UHS report deadlines of March 15, 2008 and August 1, 2008. Process data includes class logs, outreach logs with location and number reached, sample curriculum, summary of pre and post test evaluation, comments regarding successes, weaknesses, and lessons learned.
- The Male Involvement Health Educator will be an active member of the UHS Title X Information and Education Committee and will provide reports as requested to the Committee.
- UHS and SAMHD employees supporting Title X Male Involvement grant activities will meet at least monthly to coordinate clinical service and outreach activities.
- The Male Involvement Health Educator will assist in conducting male clinic services upon a mutually agreed upon schedule.

Title X Infrastructure Objectives

- SAMHD will provide outreach health information to 1,500 adolescents, ages less than 19, residing in Bexar County. The health content will include basic reproductive health, minimum of two contraceptive methods, and general STD education.
- The Adolescent Health Educator will be an active member of the UHS Title X Information and Education Committee and will provide reports to the Committee as requested.
- SAMHD will provide health education in group setting to 200 adolescents, ages less than 17, residing in Bexar County. The health content will include basic reproductive health, general STD education, abstinence, safer sex messages, encouraging parental involvement in decision making, and general preventive health information. The class(es) will be delivered in a culturally sensitive manner with pre and post test evaluation using an evidence-based curriculum.
- UHS and SAMHD employees supporting Title X Infrastructure grant activities will meet at least monthly to coordinate clinical service and outreach activities.

- SAMHD will support UHS in submitting process data required for Texas Department of State Health Services Title X Male Infrastructure Grant Progress Reports (Objectives). SAMHD will submit reports at least two weeks in advance of the UHS report deadlines of March 15, 2008 and August 1, 2008. Process data includes class logs, outreach logs with location and number reached, sample curriculum, summary of pre and post test evaluation, comments regarding successes, weaknesses, and lessons learned.

Budget and Payment Schedule

- UHS will provide \$86,913.00 to SAMHD to fund employee salaries and benefits and to meet associated program expenses to provide the deliverables outlined above.
- In accordance with the DSHS monthly schedule for disbursement of Title X grant funds, SAMHD will submit monthly invoices to UHS as soon as possible following the end of the month and no later than the fifteenth working day of each month.

Attachment E

**Terms and Obligations Related to Transfer of Clinical Preventive Health
Services from SAMHD to UHS**

<u>Section 1 – Scope of Transition</u>	2
<u>Section 2 – Organizational Structure and Culture</u>	2
<u>Section 3 – Clinical Operations and Medical Providers</u>	3
<u>Section 4 – Facilities</u>	4
<u>Section 5 – Information Systems</u>	6
<u>Section 6 – Human Resources</u>	8
<u>Section 7 – Funding Plan</u>	11
<u>Section 8 – Grants/Contracts and Billing</u>	12
<u>Section 9 – Ancillary Services</u>	13
<u>Section 10 – Health Promotion/Preventive Health Programs</u>	13
<u>Section 11 – Utilization of UHS Staff for Public Health Events/Public Health Emergencies</u>	15
<u>Section 12 – Assuring Quality of Transitioned Services</u>	17
<u>Section 13 – Joint Planning and Operations Council</u>	18
<u>Section 14 – Governing Law and Severability</u>	19
Exhibit A: Medical Staff and Prevention Program Organization	21
Exhibit B: Clinical Preventive Health Service Sites	22
Exhibit C: CoSA Administrative Directives Governing IT Use	23
Exhibit D: UHS Benefits Summary	51
Exhibit E: Positions and Other Expense Items	56
Exhibit F: Summary of SAMHD Grants for Services Transitioning to UHS	58

Section 1 – Scope of Transition

The San Antonio Metropolitan Health District (SAMHD) will transfer operation of clinical preventive health services, including prenatal services, family planning services, well-child exams, senior health services, breast and cervical cancer screenings, and refugee health screening services, to the University Health System (UHS) on February 4, 2008. This transfer will include staff (public health nurses, public health aides, administrative /office assistants, medical providers, etc.) and the immediate use of 9 SAMHD/City of San Antonio (City) clinic facilities via lease agreement. SAMHD and UHS will each independently execute agreements with the San Antonio Housing Authority (“SAHA”) to secure the use of, and provide services in, the SAHA-owned Ricardo Salinas clinic facility.

Section 2 – Organizational Structure and Culture

Organizational Structure and Services

- a) Initially, transferred SAMHD staff will be maintained in one organizational division within the Health System’s Ambulatory Services division. Direct supervision of transferred nursing staff will be through the position of Nursing Program Manager. The Nursing Program Manager will report to the Vice President/UCCH & Community Health Services. The organizational placement of providers and staff within UHS is shown in Exhibit A. Staff in support positions such as accountants, custodians, IT specialists, etc. will become part of existing UHS Ambulatory Services support services divisions.
- b) The Joint Planning and Operations Council (JPOC) will be the primary vehicle for collaborative planning between the SAMHD and UHS. This body will develop plans, identify resources, and seek approval from both the City of San Antonio and UHS governance and management to assure that the public health needs of Bexar County residents are met.

Organizational Culture for Prevention

- c) Long-term objectives of this transfer of services are to strengthen the focus on health, wellness, and prevention within the City and County and expand preventive health services, health education, and community-based outreach within UHS.
- d) In addition to continuing operations of current SAMHD sites, UHS proposes to assign a few key, experienced public health nurses to roles within the UHS primary care clinic sites in order to identify opportunities for expanded prevention, health education, and community-based outreach.
- e) The UHS ambulatory services division will incorporate public health core values into its evolving mission and values statements.

Section 3 – Clinical Operations and Medical Providers

Clinic Operations

a) UHS will ensure that adequate resources are committed to maintain the same or higher level of productivity at all clinic locations to include, but not be limited to staffing, supplies, and support services. To maintain transparency of the service transition to clients in the community, there will be adequate mechanisms and protocols in place to enable clinic operations to function by February 4, 2008.

b) The Health System shall maintain the current SAMHD service locations and existing hours of operation from February 4, 2008 through December 31, 2008. UHS agrees that the number of hours of service provided at any site will not be reduced during this timeframe. Should UHS determine that the clinic schedule should be adjusted to provide better patient service the proposed change will be addressed through the JPOC. Upon agreement by the JPOC, and upon proper public notice the change in hours shall be instituted. It is understood that the clinics will follow the UHS holiday schedule. During this period, the Health System will analyze and evaluate potential efficiencies and improvements for incorporation into the 2009 tax rate proposal and operating budget. Any proposed changes affecting service delivery at the preventive health clinics will be shared through the JPOC to support continued coordination of services.

c) As services of the University Health System, these operations will be subject to Joint Commission standards effective February 4, 2008.

d) New patient medical records will be established by University Health System. Prior to February 4, 2008, SAMHD staff will facilitate continuity of care by providing UHS with copies of medical records of SAMHD patients who have an appointment in a UHS medical facility. SAMHD will then close and store all medical records for patients served in SAMHD preventive health clinics. After February 4, 2008, UHS may obtain a copy of a patient record by submitting a request to SAMHD that is signed by the patient or the patient's parent/guardian or by providing evidence that the patient has an appointment in a UHS facility. SAMHD patient records will be archived for the period(s) required by applicable state and federal law and then destroyed.

Medical Providers

e) Transitioning clinical preventive services are currently provided by:

- six full-time nurse-practitioners;
- one part-time nurse practitioner;
- one full-time physician; and,
- four part-time physicians.

f) UHS currently has contracts with the UTHSCSA Departments of Obstetrics and Gynecology to provide medical staffing for prenatal services at SAMHD sites and may explore cooperative arrangements with additional clinical departments in the future. UTHSCSA Family Practice is currently staffing clinics and will be allowed to continue as they do now.

g) Current SAMHD providers who are providing services at the clinics listed in Exhibit B and that are affected by the transfer of services will be supervised and evaluated by a new prevention division of Community Medicine Associates (CMA) and/or an appropriate UTHSCSA Department.

h) CMA and UTHSCSA will execute an agreement to define the working relationship in the affected clinics for UT and CMA providers.

i) The new prevention division within CMA will have a representative on the JPOC and will be involved with operational planning for prevention and community health activities in partnership with SAMHD.

j) Current SAMHD providers who are providing services in clinics listed in Exhibit B and affected by the transfer of services will be credentialed by the University Health System.

Section 4 – Facilities

a) The City of San Antonio will allocate space in ten (10) SAMHD locations for UHS to provide clinical services.

Six (6) of these facilities are owned by the City of San Antonio and occupied solely by SAMHD:

- Eastside Branch (210 N. Rio Grande)
- Kenwood Clinic (302 Dora),
- Old Highway 90 Clinic (911 Old Highway 90 West),
- Pecan Valley Clinic (802 Pecan Valley),
- South Flores Clinic (7902 S. Flores), and
- Zarzamora Clinic (4503 S. Zarzamora).

SAMHD will transfer all functions in the Old Highway 90 and South Flores clinics to UHS. UHS shall be the sole occupant of these two (2) clinics upon transfer of the functions set out herein.

SAMHD will continue to provide services, separate and apart from those transferred to UHS in the remainder of the clinics listed above (Eastside, Kenwood, Pecan Valley, and Zarzamora).

Three (3) of these facilities are owned by the City of San Antonio and occupied by multiple CoSA departments including SAMHD:

- Bob Ross Multi-service Senior and Resource Center (2219 Babcock),
- Frank Garrett Community Family Resource and Learning Center (1226 NW 18th St.), and
- Naco-Perrin Clinic (4020 Naco-Perrin)

Space can be made available in one (1) other City facility that is not currently providing SAMHD clinical preventive services if UHS wishes to expand services into this location:

- Southwest Branch (9011 Poteet-Jourdanton Freeway)

The City is currently leasing 9,522 square feet of space in Southwest Branch Clinic to CentroMed. This lease may be terminated upon 120 days written notice to the lessee and made available to UHS, if required. (See Exhibit B).

From February 4, 2008 through December 31, 2008 the space, as outlined in Exhibit B, will be provided to the Health System via a comprehensive lease agreement which will include a floor plan of each facility and the square footage to be occupied solely by the Health System along with space to be shared with other programs.

b) Space will also be allocated in one (1) facility owned by the San Antonio Housing Authority (SAHA):

- Salinas Clinic (630 Gen. McMullen)

This space, as identified in Exhibit B, will be made available to the Health System via Lease Agreement between SAHA and UHS which will provide that the Health System will provide clinical services to SAHA residents without charge in lieu of paying rent for the facility. SAMHD will assist UHS in establishing an agreement with SAHA for 2008. Any agreement after 2008 will be the sole responsibility of UHS. It is anticipated that SAMHD and UTHSCSA Dental will also have leases at this facility and will provide clinical services to SAHA residents subject to their individual leases.

c) The City will pay UHS to operate said clinical preventive health facilities from February 4, 2008- December 31, 2008. UHS will be responsible for the cost of any additional equipment, services, or renovations that are procured for the leased space.

d) The City agrees that if UHS wishes to continue to provide services at the following locations after December 31, 2008, City will provide UHS with long term rent-free lease space in each of the following facilities on January 1, 2009.

- Bob Ross Multi-service Senior and Resource Center (2219 Babcock),
- Frank Garrett Community Family Resource and Learning Center (1226 NW 18th St.), and
- Naco-Perrin Clinic (4020 Naco-Perrin)

e) The City agrees that it will transfer, per separate written agreement, the following facilities to UHS on January 1, 2009: Eastside, Kenwood, Old Highway 90, Pecan Valley, South Flores and Zarzamora Clinics. This transfer will be made pursuant to Texas Local Government Code §253.011 and is contingent upon completion of title investigation of each property, presentation and approval by the City of San Antonio Planning Commission, approval by City Council and associated due diligence. If, in the event that the transfer to UHS of any or all of the locations within this section is not approved by the City of San Antonio Planning Commission and/or City Council, the City agrees that if UHS wishes to continue to provide services at these locations after December 31, 2008, City will provide UHS with long term rent-free lease space at each of

the facilities in which UHS has operations or occupancy on January 1, 2009 via City Council-approved lease agreement.

f) If the transfer of facilities identified in paragraph (e) is approved and in effect on January 1, 2009, UHS will provide SAMHD with rent-free lease space in each of these facilities in which SAMHD has operations or occupancy on January 1, 2009.

g) The provision of light maintenance, housekeeping, landscaping and mowing at these facilities will be the responsibility of the on-site custodial staff included in the transition of services from the SAMHD and UHS. Major facility repairs, HVAC replacement, or maintenance issues will remain the responsibility of the building owner and will be addressed in any and all short term and long term lease agreement(s) and/or transfer of facilities.

h) Current clinic furniture and equipment, to include desks, chairs, business machines, information technology, security and communications equipment at these sites will remain in place for use by the Health System from February 4, 2008- December 31, 2008 and will be included in any and all short term and long lease agreement(s) and/or transfer of facilities. Health System staff and patients will have free access to the parking areas of each facility.

i) From February 4, 2008- December 31, 2008, the City will be responsible for maintaining the current security systems at the facilities including building alarms, equipment alarms (vaccine freezers and refrigerators) and security cameras installed inside and outside of the facilities. Maintenance of this equipment will remain the responsibility of the building owner after January 1, 2009 and will be addressed in any and all lease agreement(s) and/or transfer of facilities.

j) Any alterations, additions or remodeling of the COSA facilities listed in Exhibit B from February 4, 2008- December 31, 2008 will be subject to the written lease agreement between SAMHD/CoSA and UHS and subject to any and all long term lease agreements thereafter.

Section 5 – Information Systems

Infrastructure and Equipment

a) The existing City of San Antonio information technology and support infrastructure will remain intact at the facilities transitioned to the Health System through December 31, 2008.

b) Additional equipment that is needed (hardware, pagers, cell phones, etc.) after February 4, 2008 will be provided by the Health System.

c) Information Technology (IT) equipment and systems such as telephones, computers, cell phones, pagers, printers, fax machines, networks, and similar assets owned by SAMHD will remain at said facilities for use by Health System staff as needed.

d) Health System employees using City communications and technology equipment will comply with City Administrative Directives 7.3, 7.4, 7.5 and 7.6 (attached hereto as Exhibit C) while said equipment is in use, and may have their access to this equipment suspended if these

directives are violated. Said violations may also subject employees to disciplinary action pursuant to established UHS policies and directives.

e) SAMHD and UHS will transition to UHS networks during the period from February 4, 2008-December 31, 2008 at UHS expense if technology performance is severely impacted during this time. It is acknowledged that any significant IT change to a City facility must be approved and coordinated through the Information Technology Services Department of the City of San Antonio.

f) The Health System will be responsible for providing services required by the Texas Department of State Health Services and input into the Texas Wide Integrated Client Encounter System (TWICES) for immunization registry purposes and monitoring of grants. SAMHD will assist UHS in setting up billing capability on TWICES to facilitate payments for services provided under State grant programs. UHS will allow SAMHD to view TWICES data for performance management purposes as outlined in Section 12.

g) UHS will install its data and voice networks into facilities upon determination of how these facilities will be utilized. UHS will work with and coordinate with the City of San Antonio's Information Technology Services Department (ITSD) with regard to the installation of equipment or systems, or the removal of unneeded equipment and access. It is understood that all installations or removals will comply with the comprehensive lease agreement in place between the parties.

System Access

h) As of February 4, 2008, SAP access for staff transitioning to UHS will be disabled. SAMHD and UHS will evaluate the need for UHS staff to retain COSA email, as needed using specific criteria and/or for select personnel.

i) UHS will provide access, as needed, to its applications to include IDX, Sunrise, email and associated training.

j) UHS staff will abide by UHS and SAMHD information technology policies where both systems are accessed. UHS will ensure that all equipment and IT services provided by SAMHD will be used only to conduct clinical preventive health services and will be safeguarded from misuse or theft.

Support

k) Support services (i.e. response to "trouble tickets") from February 4, 2008- December 31, 2008 will continue to be provided by the City of San Antonio for equipment, voice, and network systems. Requests will be submitted through the SAMHD Department Systems Manager.

Data Sharing

1) UHS and SAMHD will explore opportunities to share data as permitted by law that better serves the public health of the county.

Section 6 – Human Resources

Date of Service

a) All employees transitioning from SAMHD to University Health System will have a new start date of employment of February 4, 2008. UHS will recognize employee's relevant professional experience when computing salary and time of service with the City with regard to the accrual of paid time off (as described in Exhibit D attached hereto).

Employee Benefits

b) All employees transitioning from SAMHD to University Health System will be eligible for benefits including but not limited to: health, dental, life, short and long-term disability, etc. (as described below and in Exhibit D attached hereto):

Health Benefits:

i) University Health System will waive the waiting period for medical health benefits. The effective date of coverage will be February 4, 2008. All election forms must be submitted by transitioning employees to UHS Human Resources in compliance with UHS requirements for a February effective date. The parties agree and acknowledge that waiting periods tied to "voluntary" health benefits cannot be waived.

Voluntary Benefits:

1) University Health System offers a variety of Voluntary Benefits to their employees, with no subsidy from UHS. Some of these benefits are currently provided to City employees with a City subsidy (i.e. Life insurance, Short-term Disability). As such, the parties acknowledge that there may be some gaps in coverage that are out of the control of both UHS and the City. These benefits are described in the attached Exhibit.

Retirement Plans:

ii) All employees transitioning from SAMHD to University Health System will be eligible to participate in the Pension and 457 Retirement Savings Plan based on the current participation formula. The University Health System Board will waive the one-year waiting period for eligibility and contributions into the Pension and 457 Plan.

iii) City employees who are vested in TMRS will not lose their contributions or the City's 2-1 match, up to the date of transition, if the account remains active through age 60. Additionally, a City employee who is eligible for retirement may retire prior to transfer to University Health System and still make the transition of employment to UHS.

- 1) City of San Antonio employees who are within six (6) months of vesting or retirement eligibility will transition to UHS on February 4, 2008, while completing their TMRS requirement by separate agreement with the City.

Transfer of Annual Leave

iv) The City of San Antonio will pay out some or all of the value of remaining annual leave balance to the employees prior to their ending employment date. The employee can decide whether to receive payment in increments of 25% (rounded up to the nearest hour). Payment to the employee will be made at their respective City rate of pay. The City of San Antonio will pay University Health System any remainder of the current annual leave balances at the UHS rate of pay. University Health System will accept payment for all leave balances and credit the transferring employee with the leave balance hours accordingly.

Employees will accrue leave at UHS at an accrual rate based on years of service with the City of San Antonio. The accrual rate will begin on the first day of employment.

Leave without Pay

v) University Health System will waive the 90-day waiting period for employees to take Leave Without Pay.

Employee Compensation

c) All employees transitioning to University Health System will be paid in accordance with the Compensation and Benefits plan considering internal equity adjustments if applicable.

Job Descriptions

d) Initially all SAMHD job descriptions will be utilized to ensure a seamless transition and provide University Health System management an opportunity to recommend revisions as deemed appropriate. Qualifications, new functions, etc. will need to be determined and finalized by clinic management.

Staff Orientation

e) All employees transitioning from SAMHD to University Health System will participate in a two-day (four day for clinical staff) orientation to the System. New employees will receive information, material, ID badge, parking permit (if applicable), etc. in preparation for a February 4, 2008 start date.

Transition of City Staff

f) Designated part-time and grant positions and personnel will transfer to University Health System on February 4, 2008.

- Grant employees will transfer to regular full-time status positions at University Health System, and will be eligible for benefits with University Health System.
- Part-time employees will transfer to regular part-time status positions at University Health System, and will be eligible for reduced benefits (based on number of hours budgeted to work) with University Health System.

g) The City will attempt to place all support personnel identified by SAMHD that are not part-time or grant-funded, within alternate City of San Antonio jobs. Employees in this category will have the option to transfer to University Health System or to stay with the City of San Antonio.

h) All full-time, non-grant funded clinical personnel and positions identified by SAMHD, who have been employed by the City for less than 15 years as of February 4, 2008, will transfer to University Health System on February 4, 2008

i) All full-time, non-grant funded clinical personnel and positions identified by SAMHD, who have been employed by the City for more than 15 years as of February 4, 2008 will have the option to transfer to University Health System or stay within the City of San Antonio. Some eligible employees will have the option of retiring from the City. Those employees who retire prior to transfer to UHS may still make the transition of employment to UHS.

j) All City of San Antonio positions associated with the University Health System merger will be eliminated on February 4, 2008 unless the person holding the position is not actively at work on that date (on short-term disability, long-term disability, workers compensation, FMLA). Those positions will be eliminated upon return to work and the personnel will transfer to UHS as outlined above.

k) All vacancies will be transferred to University Health System on February 4, 2008 at the value of the City of San Antonio base salary rate.

Reimbursement of Personnel Costs

l) The City will only reimburse for the term of this Agreement for:

- Salary and social security costs budgeted in the FY 2008 Adopted budget for identified support and clinical positions
- Vacant positions will be funded at the base rate of the City of San Antonio
- The value of the annual leave paid out to the employee will be at the final City of San Antonio rate of pay. The value of annual leave paid to University Health System would include the additional incremental cost of annual leave associated with a salary equity increase.

- Half of the costs associated with salary increases implemented by the University Health System for internal equity.
- The full cost of bringing employees to “no loss of pay” at University Health System associated with the City of San Antonio Language Skill Pay, subsequent to an internal equity increase, if necessary.
- Half of the costs associated with the funding of Post Employment Benefits
- The value of the pension contribution for University Health System for the contract term. Employee will pay their own contribution.
- The value of UHS cost of benefit program (medical, dental, vision, life insurance, disability insurance, workers compensation, unemployment compensation, employee assistance program) for the contract term. Employee will pay any associated premiums or out-of-pocket costs.
- The full one time incremental value based on the term of this contract for the employees to accrue leave at a rate determined by years of service with the City rather than accrue at the rate of a new employee at University Health System.
- Half of the cost of accrual of leave at the standard rate (8.62 per pay period), in an amount not to exceed \$229,167.00. The amount of \$36,647 will be provided at the commencement of the contract. The remaining balance will be paid at the end of the calendar year, subtracting leave used and accounting for individuals who leave UHS employment/new vacancies.
- Half the cost of physician incentives paid by UHS during the period from February 4, 2008 through December 31, 2008.

Employment Guarantee

m) University Health System will guarantee employment of transitioned City employees through December 31, 2008 except for issues of cause or loss of grant funding.

Section 7 – Funding Plan

a) For the term of February 4, 2008 to December 31, 2008, the City of San Antonio will provide funding to UHS for the management and operation of those clinics identified in Section 3 and Exhibit B of this term sheet. The City will make payment to UHS for said operations in two City Fiscal Years. Specifically, an eight (8) month funding payment will be made in FY 2008 covering February 4, 2008 through September 30, 2008. A three (3) month funding payment will be made in FY 2009 for the period of October 1, 2008 through December 31, 2008. The City will recommend for City Council approval a reduction in its Ad Valorem Tax Rate in its FY 2009 and FY 2010 Budgets commensurate with the budget amounts of the transferred functions and services. UHS will adjust its tax rate for the twelve month calendar year 2009 for the transferred functions and services. This agreement in no way waives the right of the City or UHS to increase or decrease their Ad Valorem Tax Rates as deemed necessary to keep pace with economic conditions that may affect either party's overall budget and generation of revenue.

b) The funding provided by CoSA is outlined in Exhibit E.

c) UHS will be entitled to all patient co-payments, Medicaid reimbursements and other program income earned from UHS clinic operations.

d) Beginning January 1, 2009, the Health System will be responsible for funding all of the transferred clinical preventive health services accepted from SAMHD, and as such, it is anticipated that UHS will include budget allocations for transferred clinical preventive health services beginning in its FY 2009 budget.

Section 8 – Grants/Contracts and Billing

Grants

a) SAMHD will request that all grants listed in Exhibit F be terminated effective January, 31 2008 and further request that said grants are offered to UHS beginning February 1, 2008.

b) UHS will assume sole responsibility for any grants received through this procedure. All proceeds from activities in support of these grants will be the property of UHS.

c) The Title X Male Health Grant has a component of extensive outreach and education. Incorporating a systems approach to optimal health services, SAMHD will provide the outreach and education performance measures outlined in the initial SAMHD male health grant application to UHS via Interlocal Agreement. Additionally, SAMHD and UHS will work together to assure the stated SAMHD FY08 Title X Family Planning outreach and education objectives are met. SAMHD and UHS will jointly determine a process for future coordination of Title X grant activities at least 90 days in advance of the next funding cycle.

d) UHS will provide routine prenatal care, well child services, breast and cervical cancer screening, immunizations, family planning services, and refugee health evaluations regardless of the patient's ability to pay as required by the Texas Department of State Health Services.

e) SAMHD will not apply competitively with UHS for the grants set out in Exhibit F. UHS will apply to the grantor or contracting agency when renewal opportunities and applications become available for each grant and assume full responsibility for these programs when the new terms begin. SAMHD will provide technical assistance to UHS, as needed, to support an application for grant funding, especially on grants for which UHS has not previously applied, and further will provide services and support as outlined above in paragraph (c).

f) SAMHD will not compete with UHS for the contract to provide medical screenings to enrollees of Parent, Child, Incorporated (PCI). However, UHS acknowledges that the Director of Health, as Health Authority for San Antonio and unincorporated Bexar County, will continue to provide consultation services to PCI in matters related to public health.

Billing

g) A new provider prevention division will be created by UHS within Community Medicine Associates (CMA) in order to credential SAMHD providers and to facilitate billing to Medicaid, Medicare and any other appropriate third parties for services provided in connection with transferred clinical preventive health services.

Section 9 – Ancillary Services

Courier Services

a) SAMHD and UHS will coordinate courier activities from February 4, 2008- December 31, 2008 to provide services to all sites being transitioned to UHS. A daily delivery to University Health Center Downtown will also be made to deliver lab specimens routed to that facility.

Pharmacy

b) The Health System will provide necessary pharmacy services to support the operations at the transitioning clinic sites and SAMHD will pay for said services as outlined in the Interlocal Agreement.

c) UHS will provide Class D Pharmacy consultation services to remaining SAMHD STD, TB, and Dental programs, as outlined in the Interlocal Agreement, to assure compliance with Texas Pharmacy Rules and Regulations.

d) Transferring facility locations with a current Class D Pharmacy (i.e. all facilities listed in Exhibit B with the exception of the Bob Ross Center) will transfer the management of the Class D Pharmacy to the UHS Pharmacy program.

Laboratory Services

e) Transitioning facility locations performing laboratory procedures (all those listed in Exhibit B) will transfer the management of laboratory procedures to the UHS Laboratory. These include both CLIA-waived point of service testing (performed at all service locations listed in Exhibit B) and non-CLIA waived testing (ordered at all service locations listed in Exhibit B with the exception of the Bob Ross Center).

f) UHS will continue to provide support to SAMHD laboratories for analysis of clinical specimens that are submitted for epidemiological investigation purposes.

g) SAMHD will pay for uncompensated laboratory procedures performed by UHS in transitioning clinics according to the schedule provided in the Interlocal Agreement.

Radiology

h) UHS will continue to support SAMHD radiology needs as outlined in the existing Interlocal Agreement.

Section 10 – Health Promotion/Preventive Health Programs

- a) UHS and SAMHD will work cooperatively toward integrating health promotion and disease prevention programs for the benefit of improving the overall health of the community.
- b) SAMHD as the public health authority will lead the process for setting broad community public health priorities and a plan for addressing those needs.
- c) SAMHD will establish an agenda through its population based services division that will be developed into a community strategic health plan. This will complement the SAMHD strategic plan and incorporate resources and efficiencies derived from collaboration with UHS. An initial plan outlining specific community metrics and a preliminary timeline based on an assessment by SAMHD population-based services will be presented to the JPOC for review.
- d) Sources used to guide the preventive health focus will include various elements, such as the Bexar County Community Health Collaborative (BCCHC) Community Health Assessment, the SAMHD Health Profiles, the Department of Health and Human Services' Healthy People 2010, and the JPOC Prevention Matrix of Programs.
- e) All assessment data used for evaluative purposes must be shared between both SAMHD and UHS to maximize the sources of information to establish a valid and reliable set of indicators.
- f) SAMHD will work collaboratively with UHS to ensure that population based prevention services support the clinical preventive services that will be provided by UHS and seek to provide an outcomes assessment of those services.
- g) UHS and CFHP will align its prevention programs to the broader plan led by SAMHD
- h) UHS will assume responsibility for integrating individual and group clinical prevention services into UHS's existing clinical organization. UHS's prevention programs will strategically address the UHS patient population needs.
- i) UHS will produce a report regarding the status of UHS, CFHP and SAMHD prevention programs to include UHS' five year plan for prevention. This report will include the review of existing data on community health needs and the efforts of UHS, CFHP, and SAMHD to address these needs through current programs. The final report will be issued in 2008 and will be reported to the JPOC committee for review and revisions as needed.
- j) In consultation with SAMHD, UHS may strategically relocate some of its current prevention programs into the city-owned facilities that will house UHS clinical services beginning February 4, 2008.
- k) UHS and SAMHD will jointly apply for grants related to prevention and community health programs. One organization will be designated as the grantee while the other organization will

be designated as the subcontractor to ensure the proper allocation of resources and appropriate oversight of the grant performance metrics.

Section 11 – Utilization of UHS Staff for Public Health Events/Public Health Emergencies

a) SAMHD and UHS will jointly develop a community response plan to assure that adequate staffing and resources are available from both SAMHD and UHS to meet community needs for all emergency public health hazards and community events such as:

- Natural Disasters – floods, hurricanes, heat waves, etc.
- Emergency shelter health management
- Immunization Campaigns – back to school, flu shots, and similar efforts
- Unexpected emergency situations

b) The SAMHD Director of Health or his designee shall be responsible for maintaining a copy of the written plan.

Community Health Events

c) UHS and SAMHD will develop a joint calendar of community health events that will help to prioritize allocation of staff and resources and avoid duplication. This will include such things as:

- i) Scheduled immunization campaigns (e.g., back to school, influenza immunization season); and,
- ii) Screening events to be held for purposes of identifying underlying illnesses and facilitating access to care (e.g., mobile mammography; screening for cervical cancer, diabetes, glaucoma, hypertension, and hypercholesterolemia).

Public Health Emergencies

d) Public health leadership, to include declaring a public health emergency, is the responsibility of the Director, San Antonio Metropolitan Health District (SAMHD).

e) A public health emergency is an immediate threat from a naturally occurring or intentional event that poses a high risk of fatalities or serious long-term disability to large numbers of people. This includes events with a potential major public health impact due to a substantial risk of exposure from a high level of contamination or when the mode of transmission of the infectious agent might cause public panic and social disruption.

f) The primary leadership positions at each SAMHD disaster response site, Strategic National Stockpile (SNS) Point of Dispensing Sites (PODS), and all hazard shelters will be filled by SAMHD full-time staff.

g) University Health System (UHS) will staff appropriately trained personnel from UHS ambulatory facilities in support of an emergency response declaration by the SAMHD. SAMHD will provide the UHS Emergency Preparedness Division with a list of qualifications required and the number of personnel in each job category, and UHS will develop response teams to meet those needs. SAMHD will designate training needs for the UHS staff assigned to the response teams and assist in obtaining the needed training.

h) UHS will identify staff designated for participation on POD/shelter teams, triage teams, or medical response teams. Identified staff will be reviewed by SAMHD to assure responders receive necessary training from SAMHD or coordinating agencies. UHS will participate in all hazards event exercises in conjunction with City and County departments to better coordinate response activities.

i) UHS will provide a liaison to the SAMHD Incident Command Post to coordinate activities during all hazards events in cases where the Regional Medical Operations Center (RMOC) is not activated.

j) Identified staff members will be made available by UHS for training conducted by SAMHD or coordinating agencies on the roles specified; however, the training required by SAMHD does not necessarily extend to the remainder of UHS employees. UHS will ensure that these identified staff members, and others that may be identified as necessary in the future, maintain the training necessary to serve in this capacity for any all hazard emergency response. This will include such competencies in Incident Command System (ICS), Strategic National Stockpile (SNS), all hazards event response to include hurricane response, CHEM-pack and radiological response, and others as recommended by SAMHD.

k) Acquiring additional staff to fulfill SAMHD emergency preparedness responsibilities will be conducted through existing regional response entities and structures such as the Regional Medical Operations Center and the Bexar County Medical Society and the Medical Volunteer Coordinating Committee. These personnel include but are not exclusively represented by UHS staff.

l) The RMOC, at the direction of SAMHD, will coordinate the distribution of state and federal pre-positioned supply and equipment caches. Any additional supplies and equipment provided by local healthcare institutions (including UHS) will be inventoried for accountability and reimbursement.

m) UHS will be required to maintain all redundant communications systems (including satellite phones, 800 MHz radios and wireless WebEOC) to support emergency preparedness and response activities, regardless of future availability of grant funding.

n) UHS and SAMHD will develop a joint annex to be included in each organization's emergency response plan that addresses the specific details of the job categories, training requirements, and mechanisms to ensure adequate staffing levels for any all hazard response. The annexes will also provide sufficient detail to ensure minimal delay with regard to communication and activation of an emergency response and describe the process by which that

will occur. The annex will be completed and included in each agency's response plan no later than the transition date of clinical preventive health services from SAMHD to UHS on February 4, 2008.

Emergency Preparedness Planning

o) When requested by SAMHD, UHS will facilitate consultation with infectious disease, nuclear medicine, and other expert physicians for the purposes of public health preparedness planning (e.g. pandemic influenza planning) to include laboratory consultation for certain epidemiological investigations.

p) UHS will participate in planning for mass casualty events in conjunction with SAMHD and the Bexar County Medical Examiner's Office.

Section 12 – Assuring Quality of Transitioned Services

Performance Management Plan

a) Pursuant to Texas Health and Safety Code § 121.002 et seq., SAMHD in its public health assurance role is charged to "evaluate the effectiveness, accessibility, and quality of personal and population based health services in a community." It is therefore critical that during the transition of clinical preventive services from SAMHD to UHS that evaluation and quality improvement plans be established.

b) UHS and SAMHD will jointly provide oversight of transferred services through December 31, 2008 via the JPOC. The JPOC will serve as the body to review performance monitoring data and recommend performance improvement activities as needed with input from both UHS and SAMHD representatives, as set out in Section 13.

c) A detailed performance management plan will be submitted through the JPOC to the leadership of UHS and SAMHD for a joint commitment to adhere to the plan through December 31, 2008.

d) The SAMHD Director of Health or his designee shall be responsible for maintaining a copy of the written plan.

Performance Domains, Measures, and Standards

e) Performance measures will be adopted that will assess the organizational capacity and processes associated with the provision of clinical preventive health services. The following performance domains will be assessed during the transition of clinical preventive health services from SAMHD to UHS:

- Quality of Clinical Preventive Health Services
- Accessibility of Clinical Preventive Health Services
- Equity of Clinical Preventive Health Services

- Efficiency of Clinical Preventive Health Services (to include financial efficiencies)
- Patient Satisfaction
- Clinic Staff and Provider Satisfaction

Specific measures for each of these domains have been developed with input from both UHS and SAMHD stakeholders. Measures are aligned with UHS continuous quality improvement indicators where possible to allow for comparisons across UHS clinical settings.

f) Historical SAMHD performance data, as available will be used to assess the effects of the transition of clinical preventive services, and for select indicators will serve as the minimum standard for UHS performance during the transition period.

Data Sources and Collection

g) To the extent possible, data collection utilizes existing SAMHD and UHS systems and assessment tools. However, some new data collection efforts will need to be implemented including the collection of qualitative data. The performance management plan identifies specific data collection processes, instruments, frequencies and responsible individuals associated with each measure. Primary responsibility for data collection will rest with UHS, with technical assistance and support provided by SAMHD. All data will be collected at least quarterly, with some indicators assessed on a monthly basis given the availability of data.

Data Analysis and Interpretation

h) Collected data will be provided by UHS to a subcommittee of the JPOC that will be responsible for reviewing and interpreting data, and overseeing the production of a preliminary quarterly report that will be submitted to the full JPOC. The JPOC will provide additional comments regarding the progress in transitioning services, benefits and challenges encountered, and any performance improvement activities recommended.

Reporting and Performance Improvement Activities

i) UHS and SAMHD will jointly be responsible for reporting to the City Manager, SAMHD Advisory Board of Health and UHS Board of Managers on a periodic basis the findings of the performance monitoring activities, any performance improvement activities that have been identified and will be implemented, and the status and results of any performance improvement activities previously implemented.

Section 13 – Joint Planning and Operations Council

a) The Joint Planning and Operations Council (JPOC) will be composed of at least three members of the senior management staff of SAMHD and UHS. Representatives for CMA, the UTHSCSA and other health system partners may also be appointed to this body.

b) After February 4, 2008, JPOC membership will be reassessed by both SAMHD and UHS to assure appropriate representatives are available to meet the goals of the group.

c) From February 4, 2008 through December 31, 2008 the JPOC will continue to meet at least monthly to support the following ongoing activities:

i) Provide strategic and operational oversight of the transition of clinical preventive health services from SAMHD to UHS utilizing the JPOC performance management plan. Explore opportunities to expand community input into the oversight process through a community advisory board such as the Community Translational Science Award Community Advisory Board and others that may be appropriate.

ii) Identify additional opportunities for collaboration or coordination of services to improve continuity and quality of services to Bexar County including strengthening referral systems between SAMHD and UHS for related programs, exploring models to further improve the quality of care in clinical service areas, and expanding partnerships in prevention focused programs.

iii) Continue to pursue grant and funding opportunities jointly or with well-coordinated approaches and develop a protocol to guide joint grant development and management.

iv) Provide oversight of the plans and protocols that outline the shared responsibilities of UHS and SAMHD to the community regarding emergency response to all hazards incidents as well as community health events.

v) Develop plans for increased information systems interface and data sharing to support coordination of services and community health monitoring between SAMHD and UHS and to explore opportunities to work with UTHSCSA.

vi) Develop common health system workforce competencies and evaluate opportunities for integrated workforce training.

vii) Engage additional health system and community partners in developing and documenting the vision and goals for a High Performance Health System for San Antonio which includes roles and expectations for UHS and SAMHD and the UTHSCSA, UTHSCSH-SPH.

viii) Provide a forum for discussion and facilitation for securing long-term arrangements for the acquisition or lease of facilities transitioned to UHS.

ix) Provide a forum for discussion and determination of the cost of continued provision of transitioned services by UHS beyond December 31, 2008.

Section 14 – Governing Law and Severability

a) The Terms and Obligations stated herein shall be construed under and in accordance with the laws of the State of Texas and the United States and all obligations of the parties created herein are performable in Bexar County, Texas.

b) If any clause, provision, term or obligation of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is the intention of the parties to this Agreement that in lieu of each clause, provision, term or obligation of this Agreement that is illegal, invalid or unenforceable, there be added as a part hereof a clause, provision, term or obligation as similar in terms to such illegal, invalid or unenforceable clause, provision, term or obligation as may be possible and be legal, valid and enforceable.

Exhibit A: Medical Staff and Prevention Program Organization

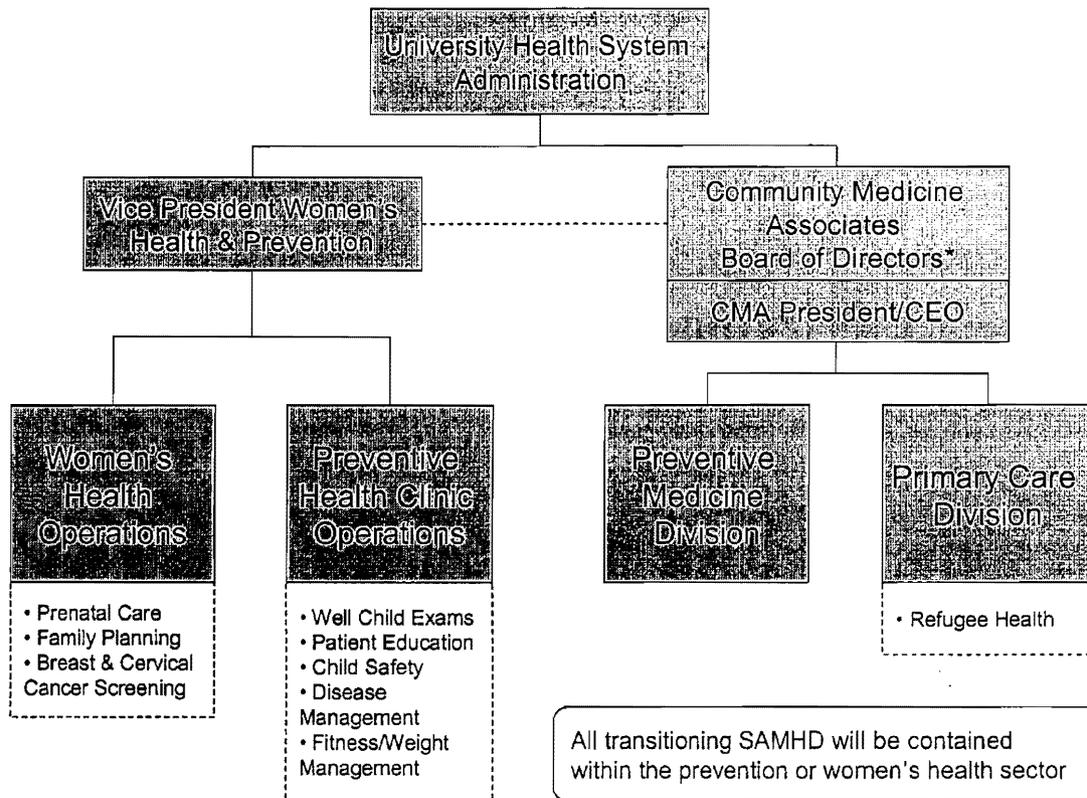


Exhibit B: Clinical Preventive Health Service Sites

City Facilities				
Clinic	Location	Services Provided	Space Allocated	Shared Space
Bob Ross Center	2219 Babcock 78229	Adult Health	2,415	460
Eastside Branch Clinic	210 N. Rio Grande 78202	Refugee Screening	3,699	3,222
Kenwood Clinic	302 Dora St. 78212	Adult Health, Dental, Family Planning, Maternity, Well Child, Immunizations,	3,795	1,176
Naco-Perrin Clinic	4020 Naco-Perrin Boulevard	Adult Health, Family Planning, Maternity, Well Child, Immunizations,	7,355	395
Old Highway 90 Clinic	911 Old Highway 90 West 78237	Adult Health, Family Planning, Maternity, Well Child, Immunizations,	5,554	0
Pecan Valley Clinic	802 Pecan Valley Dr. 78220	Adult Health, Family Planning, Maternity, Well Child, Immunizations, WIC	3,113	2,079
South Flores Clinic	7902 S. Flores St. 78221	Adult Health, Family Planning, Maternity, Well Child, Immunizations	5,940	0
Southwest Branch Clinic*	9011 Poteet-Jourdanton Freeway	Dental, WIC	9,522	1,900
Frank Garrett Center	1226 NW 18th St. 78207	Adult Health, Dental, Family Planning, Maternity, Well Child, Immunizations,	1,899	1,241
Zarzamora Clinic	4503 S. Zarzamora 78211	Adult Health, Family Planning, Maternity, Well Child, Immunizations,WIC	4,959	2,335
Non - City Facilities				
Salinas Clinic	630 S. Gen. McMullen 78237	Adult, Dental, Maternity, Immunizations, Well Child, WIC	3,053	3,773

* clinic area currently being leased by CentroMed

ADMINISTRATIVE DIRECTIVE NO. 7.3EFFECTIVE DATE: January 1, 1990REVISION DATE: OCTOBER 05, 1988SUBJECT: DATA SECURITY POLICIES AND PROCEDURES1. PURPOSE:

This directive establishes policy and fixes responsibility for ensuring the security, privacy, and confidentiality of data maintained by City departments in computerized systems.

2. RESPONSIBILITIES:

A. The Information Resources Department shall be responsible for developing, maintaining, publishing and administering a comprehensive DATA SECURITY PLAN. This plan shall reference applicable statutes, ordinances and Administrative Directives pertaining to Data Security. At least industry standards for security, integrity and recovery shall be adopted and strictly enforced. The plan shall be applicable to remote sites or facilities in all City offices or spaces and shall ensure that unauthorized access to City data processing resources is prohibited. The plan shall include audits and intrusion detection procedures.

B. The Information Resources Department, through its Data Administration function, shall serve as the contact point and coordinator for data sharing among City departments and dissemination of data on magnetic media to the public and other agencies.

D. The Owner of the Data shall be responsible for:

Determining the sensitivity classification for all data.

Establishing procedures for dissemination of data to the public from computerized systems for the Owner's department in compliance with Administrative Directive 1.31, Open Records.

Approving or developing procedures for backup and recovery.

Approving on-line access by other users.

ADMINISTRATIVE DIRECTIVE NO. 7.3EFFECTIVE DATE: January 1, 1990REVISION DATE: OCTOBER 05, 1988SUBJECT: DATA SECURITY POLICIES AND PROCEDURES PAGE 22. RESPONSIBILITIES: Cont'd)

Developing an availability impact statement for all computerized systems. This statement will briefly outline the impact on the department's operation if the computer system supporting a function is inoperative.

Establishing and enforcing procedures designed to insure the integrity of the data contained in computerized files.

Approval and responsibility for all software developed or procured from any source other than the Information Resources Department.

D. The User is responsible for:

Safeguarding the City's data resource.

Complying with the provisions of the SECURITY PLAN and relevant Administrative Directives.

3. POLICY:

A. The data and information in the City's computerized systems, along with the hardware and software required to process the data, are a valuable resource and represent a significant investment.

B. All reasonable precautions shall be taken to insure the security of the data and of the software; and to protect the privacy and confidentiality of the data while allowing reasonable access and dissemination policies which are consistent with applicable statutes, ordinances and directives.

4. APPLICABILITY:

For the purpose of this Directive, the following are deemed to be the property of the City of San Antonio and are subject to the provisions of this Directive:

ADMINISTRATIVE DIRECTIVE NO. 7.3EFFECTIVE DATE: January 1, 1990REVISION DATE: OCTOBER 05, 1988SUBJECT: DATA SECURITY POLICIES AND PROCEDURES PAGE 34. APPLICABILITY: (Cont'd)

- A. All computer hardware, Data Communications devices of whatever nature, procured with City funds, residing on City property or used in the conduct of City business.
- B. All software, firmware or other data processing entity, system description, program description, software documentation or other documents developed by City personnel or with City funds or licensed to the City of San Antonio.
- C. All data from whatever source and in whatever form which is entered into, stored by, processed by or retrieved from or through any City computer.

5. DATA CLASSIFICATION:

All data shall be classified as Public, Operational, or Confidential for the purpose of establishing dissemination guidelines. Administrative Directive 1.31 places responsibility for developing and updating the Municipal Open Records Policy and Fire and Police Open Records Policy with the City Attorney. This responsibility includes responding to requests for opinions on whether or not records are public under the Open Records Act. Classification of data shall conform to those guidelines.

A. CONFIDENTIAL DATA

Data in this classification is that which may not be disseminated or which has restricted dissemination, mandated by Statute, Ordinance, Court Order or Directive.

B. OPERATIONAL

Data which is specifically exempted from the Texas Open Record Law.

C. PUBLIC

All data and information not classified as CONFIDENTIAL or OPERATIONAL.

ADMINISTRATIVE DIRECTIVE NO. 7.3EFFECTIVE DATE: January 1, 1990REVISION DATE: OCTOBER 05, 1988SUBJECT: DATA SECURITY POLICIES AND PROCEDURES PAGE 46. DISSEMINATION GUIDELINES:

A. PUBLIC DATA

This data may be disseminated to anyone requesting the data as follows:

The Owner, or designated employee, of the data may disseminate the data or information derived from the data to anyone. Fees may have been established by ordinance for this service.

All City departments may have access to this data. However, the requesting department shall submit a request in writing to the Data Administrator who will notify the Owner and insure the operational integrity of the data.

All requests for data to be provided on magnetic media shall be made to the Data Administrator. The Owner of the data will be notified in writing of the request and be informed of the data provided and to whom it was provided.

All requests for copies of software, program descriptions, system descriptions or other computer related documentation shall be made to the Data Administrator who will maintain a list of such disseminations.

B. OPERATIONAL DATA

Data in this classification usually consists of incomplete work products of the City and other data which is exempt from the Open Records Law. The following rules apply:

No employee shall disseminate data in this classification without authorization from the Department Head or City Attorney.

This data may be shared with other City departments. However, the requesting department must submit a request to the Data Administrator. If the Owner agrees to share the data, the Data Administrator will insure that adequate protection for the data is in place.

ADMINISTRATIVE DIRECTIVE NO. 7.3EFFECTIVE DATE: January 1, 1990REVISION DATE: OCTOBER 05, 1988SUBJECT: DATA SECURITY POLICIES AND PROCEDURES PAGE 56. DISSEMINATION GUIDELINES: (Cont'd)

B. OPERATIONAL DATA (Cont'd)

Systems shall be designed in such a way as to insure the privacy of data within this classification.

C. CONFIDENTIAL DATA

Data within this classification usually consists of data which is prohibited from disclosure by statute, court order or decision, ordinance, or Administrative Directive, and is generally that which would violate the rights of citizens or compromise the City in fulfilling its obligations.

This data may not be disseminated by any employee.

This data may not be shared with other departments, except by written authorization by the City Manager.

The Data Administrator shall insure that extraordinary procedures are employed to protect the confidentiality of this data.

7. PROHIBITIONS:

- A. No employee shall use anything subject to this Directive for personal gain.
- B. No employee shall intentionally or knowingly access or attempt to access any City data without having both the right and the need to access such data.
- C. No employee shall add, update or delete or attempt to add, update or delete any record or data within any data file, data base or system without having a legitimate City business need and proper authorization to do so.

ADMINISTRATIVE DIRECTIVE NO. 7.3EFFECTIVE DATE: January 1, 1990REVISION DATE: OCTOBER 05, 1988SUBJECT: DATA SECURITY POLICIES AND PROCEDURES PAGE 67. PROHIBITIONS: (Cont'd)

- D. No employee shall disseminate any data subject to this Directive unless such dissemination complies with the guidelines in paragraph 6.0.
- E. No employee shall make any copy of any software, system documentation, program description or any other descriptive material for dissemination unless such dissemination complies with the guidelines in paragraph 6.0.
- F. No employee shall procure, obtain or use in any manner any software developed by non-City personnel, or any City computer without having the proper licenses and approval from the Owner of the Data and the Department Head having custody of the computer.
- G. No employee shall discuss the details of the SECURITY PLAN or disclose any program name, access code, user identification, password, telephone number or any other item of information that may compromise the City's Data Processing Resources or Data.
- H. No employee shall knowingly permit any other person to violate any provision of this Directive.

8. PENALTIES:

Violation of any of the Prohibitions outlined in Section 7 above, shall result in disciplinary action. Administrative action may range from a reprimand and loss of access privileges to termination of employment. Violations may also result in civil and/or criminal prosecution.

9. DEFINITIONS:

- A. DISSEMINATE - to communicate, by any means, information of any kind to any person or entity who is not authorized to directly access the information at its source;

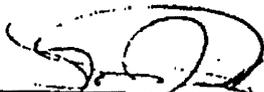
ADMINISTRATIVE DIRECTIVE NO. 7.3EFFECTIVE DATE: January 1, 1990REVISION DATE: OCTOBER 05, 1988SUBJECT: DATA SECURITY POLICIES AND PROCEDURES PAGE 79. DEFINITIONS: (Cont'd)

- B. OWNER - The department or other organization responsible for creating and maintaining a specific item of data.
- C. USER - Anyone who has access to an item of data from any City file or has access to any other CITY Data Processing resource.

APPROVED:



FRANK A. STROMBOE, Director
Information Resources Department



LOUIS J. FOX, City Manager
City Manager's Office

ADMINISTRATIVE DIRECTIVE 7.4 Acceptable Use of Electronic Communications

Effective Date: November 30, 2005

Revision Date(s):

I. PURPOSE:

This Administrative Directive provides guidance for the use of electronic communications systems, including electronic mail and internet access, operated and maintained by the City of San Antonio. This Directive supports and supplements Administrative Directive 7.5 – Acceptable Use of Information Technology. Nothing in this Directive supersedes provisions of Directive 7.5.

II. POLICY:

- A. The City of San Antonio provides e-mail services and internet access to its employees as tools to perform business-related activities. All users of the City's electronic communications systems, including its internet access facilities, are responsible for using that technology in an appropriate and lawful manner. **Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee and is the responsibility of the employee.**
- B. The City will manage its electronic mail records in accordance with Texas Administrative Code, Chapter 7, Sections 7.71-7.79 and Local Government Code, Chapter 205, Sections 205.001-205.009 (Local Government Bulletin, B, Electronic Records Standards and Procedures.).
- Most e-mail messages are not essential to the fulfillment of statutory obligations or to the documentation of the city's functions and may be deleted. These messages may include personal messages, internal meeting notices, letters of transmittal, and general FYI announcements.
 - Messages which do fulfill statutory obligations or document the City's functions are subject to retention and disposition requirements established by the Texas Administrative Code.
- C. The City's internet connection is a shared resource that serves all its employees and provides the general public with access to its web site. Inappropriate use of internet resources reduces the usefulness of this resource to its employees and citizens.
- D. City electronic mail and internet systems are for official business use. Users may make and receive personal communications during business hours that are necessary and in the interest of the City. While some incidental use (as defined in AD 7.5) of City-managed technology is unavoidable, such incidental use is not a right, and should never interfere with the performance of duties or service to the public.

III. DEFINITIONS

- A. **Electronic mail record:** An electronic government record sent and received in the form of a message on an electronic mail system of a government, including any attachments, transmitted with the message.
- B. **Local Government Record Retention Schedules:** Publications issued by the Texas State Library and Archives Commission under the authority of Subchapter J, Chapter 441 of the Government Code which establish the mandatory minimum retention period for a local government record.

ADMINISTRATIVE DIRECTIVE 7.4 **Acceptable Use of Electronic Communications**

Effective Date: November 30, 2005

Revision Date(s):

- C. **Records Management Officer:** The person who administers the records management program established in each local government under Local Government Code, Chapter 203, Section 203.026.
- D. **Retention period:** The minimum time that must pass after the creation, recording or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

IV. POLICY GUIDELINES:

This directive applies to all users of the City's electronic mail and internet access systems who connect to the City's network in order to use those facilities. All electronic messaging equipment or technology that is owned or administered by the City is included within this Directive's scope.

V. RESPONSIBILITIES:**Information Technology Services Department**

- A. Organizational responsibility for the development, implementation, maintenance, and compliance monitoring of this directive is placed with ITSD and the City Clerk's Office.
- B. ITSD and Human Resources will provide City departments with initial communication and training regarding application of this directive. However, City Department Directors are ultimately responsible for communicating the policies and standards established in this AD to all personnel in their respective departments and for ensuring compliance within their respective departments with those policies and standards.
- C. ITSD is responsible for communicating the policies and standards established in this directive to all third-party users (contractors, consultants, agencies having a contractual relationship with the City) and for ensuring their compliance. Those City departments who work with the third-party users are responsible for identifying the third-party users to ITSD.
- D. ITSD will archive undeleted messages after 90 days.
- E. ITSD may terminate e-mail services to any user if he/she is found in breach of this directive. Service may be restored to the employee following a written request by the employee's Department Director.

Office of the City Clerk

In cooperation with the ITSD, the Records Management Officer will ensure that appropriate training and communication of the requirements for retention, maintenance, and disposition of records is made available for staff.

Department Directors and Their Designees

- A. Departments are responsible for implementation, training, and enforcement of the data classification standards defined by the Texas State Attorney General's Office as

ADMINISTRATIVE DIRECTIVE 7.4 Acceptable Use of Electronic Communications

Effective Date: November 30, 2005

Revision Date(s):

they apply to information stored on City-administered technology or equipment including data retention and disposition.

- B. Department Directors are responsible for any disciplinary actions taken against employees who violate this policy. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary actions to be taken against employees who violate this policy

Employees

- A. Employees shall, with guidance and training from the Records Management Officer, manage e-mail messages according to the City's approved retention periods.
- B. Employees who voluntarily terminate employment, retire, or are transferred, will be required to review their e-mail accounts with their supervisor. The employee's supervisor is responsible for ensuring that e-mail records are properly classified and stored, and that working or convenience copies are disposed of in the prescribed manner.

Human Resources

- A. Human Resources will provide guidance to departments for disciplinary actions associated with violations of the directive.
- B. Human Resources will assist ITSD in providing training regarding this directive to current and future employees. Following implementation of this directive, Human resources will ensure that all new employees are provided a copy of this directive.
- C. The Human Resources Director will consult with the Chief Information Officer in approving any monitoring of systems for personnel reasons.

VI. PROCEDURES:

- A. All electronic mail messages sent, received or stored on the City's systems are considered City property and may be read at any time. Messages may be furnished to third parties in order to comply with requirements of the Texas Public Information Act. All internet activity is logged, and logs may be inspected at any time.
- B. Security and proprietary information
 - 1. The use of HTML formatting for e-mail messages is prohibited.
 - 2. E-mail attachments that may constitute a risk to the City's technology environment will be removed from e-mail messages passing through the City's mail servers. Removed attachments are replaced by a message indicating that they have been removed and the header and text of the original message delivered normally.
 - 3. A spam message filter is used to reduce the transmission of chain letters, broadcast announcements, general advertisement postings, or any other message via e-mail to a group of persons not requesting the message.

C. Unacceptable Use

ADMINISTRATIVE DIRECTIVE 7.4 Acceptable Use of Electronic Communications

Effective Date: November 30, 2005

Revision Date(s):

The following activities are prohibited unless performed in the course of legitimate job responsibilities. The list below is by no means exhaustive, but provides a framework for activities which fall into the category of unacceptable use-

1. Engaging in any activity that is illegal under local, State, or Federal statutes or which violates City of San Antonio policies and Administrative Directives.
2. Using, accessing, or transmitting pornographic or sexually-explicit materials, offensive threatening, racial or hate language or images.
3. Engaging in any form of harassment, whether sexual or otherwise, or sending any unwelcome personal communication. It is the perception of the recipient that prevails, not the intent of the sender.
4. Any personal use that interrupts City business and that keeps an employee from performing his/her work. **Employees should not use their City electronic mail account as their primary personal e-mail address.**
5. Extensive personal use of the internet for any non work-related purpose during working hours which decreases the employees productivity or results in decreased performance of the City's internet facilities.
6. Unauthorized downloading of and distributing of copyrighted materials.
7. Downloading or copying music, photographs or video material, including such material that has been obtained legally, onto City computers or servers.
8. Downloading and/or installing executable program files from the internet without the approval of ITSD.
9. Unauthorized reading, deleting, copying, modifying or printing electronic communications of another user.
10. Using the City's electronic mail or internet systems for private gain or profit.
11. Using personal software which allows peer-to-peer communications between two workstations (eg., online chat, KaZAA, etc.).
12. Using instant messaging through public service providers.
13. Using City systems for personal access to auctions (such as e-Bay).
14. Soliciting for political, religious, or other non-business uses not authorized by the City.
15. Accessing non-business related streaming media, including internet-based radio.
16. Accessing any non-business related application which maintains a persistent connection to the internet, such as "Weather Bug", stock tickers, etc.
17. Using City electronic mail or internet facilities for political purposes, including voting. (This does not include the use of equipment for public voting at City facilities).
18. Including email "tag lines" or personal quotations other than ones that state the mission of the City or the user's Department.

ADMINISTRATIVE DIRECTIVE 7.4 **Acceptable Use of Electronic Communications**

Effective Date: November 30, 2005

Revision Date(s):

19. Sending or forwarding junk e-mail, chain letters, or other mass mailings.
20. Sending or receiving e-mail through non-City managed e-mail systems (e.g. Hotmail or Yahoo) while at work.

VII. RETENTION AND DISPOSITION OF E-MAIL

The City's approved Declaration of Compliance with the Local Government Records Retention Schedules establishes record series and the retention period for each series. It is the content and function of an e-mail message that determines the retention period for that message. All e-mail sent or received by a government is considered a government record. Therefore, all e-mail messages must be retained or disposed of according to the City's retention requirements. E-mail systems must meet the retention requirement found in Texas Administrative Code, Chapter 7, Section 7.77.

Employees and their supervisors should seek guidance from the City's Records management Officer if there is a question concerning whether an electronic message should be deleted.

VIII. PRIVACY AND MONITORING

- A. The City does not routinely monitor the content of electronic communications systems, but may do so without notice. City systems may be monitored to support operational, maintenance, auditing, security and investigative activities, including enforcement of this Directive, legal requests, public records requests, or other business purpose. ITSD staff may monitor network infrastructure, servers and workstations for the purpose of maintaining system reliability, availability and security.
- B. Only Department Directors or higher may request access and monitoring of City administered technology or communications systems for employees under their supervision. Unauthorized monitoring or reading of electronic communications systems or their contents violates this Directive.
- C. Any request to monitor must be approved by the Chief Information Officer (CIO) and the Human Resources Director prior to the commencement of monitoring.
- D. To obtain the necessary authorization, a written request from the requestor to the Human Resources Director must include:
 1. The stated purpose for accessing and/or monitoring.
 2. A specific description of the systems or content to be accessed or monitored (e.g. the name of the mailbox earmarked for review – exactly as it appears in the e-mail directory).
 3. Name and phone number of the employee in the requesting department who is responsible for coordination of the request.
- E. The Human Resources Director will forward the request to the CIO for concurrence.

ADMINISTRATIVE DIRECTIVE 7.4 Acceptable Use of Electronic Communications

Effective Date: November 30, 2005

Revision Date(s):

- F. The CIO will assign staff from ITSD to assist as necessary with any authorized access and monitoring activities.

IX. INTERNET FILTERING AND WAIVER REQUESTS

The City uses filtering software to block access to certain internet sites that have been determined by the Management Team to be inconsistent with most employee job responsibilities and other City policies. There may be specific circumstances in which blocking is too restrictive to allow an employee or group of employees to adequately perform their duties. In these cases, a waiver from the policy must be requested. To request a waiver:

- A. Employee should complete the on-line site access request form that is available when attempting to access a blocked site.
- B. The Chief Information Officer or his designee will review the request in a timely manner, and will verify the business need with the employee's Department Director or Management Team member as may be appropriate. The Chief Information Officer may request guidance from Human Resources and/or Legal Departments as may be necessary.
- C. The approved request will be maintained by ITSD.
- D. If the requested access will allow an employee to perform activities which are normally prohibited by City policies, the employee's Department Director must submit a request for waiver in writing to the Chief Information Officer. The waiver request must include a statement that the Department Director is aware of any increased risks that will result from the waiver, and has added appropriate controls to adequately reduce the additional risks.

X. DISCIPLINE:

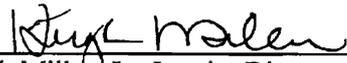
- A. Failure to comply with this directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.
- B. Employees who fail to follow and administer this directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this Administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.

ADMINISTRATIVE DIRECTIVE 7.4 Acceptable Use of Electronic Communications

Effective Date: November 30, 2005

Revision Date(s):

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the ITSD Department at 207-8301.



Hugh Miller, Jr., Interim Director ITSD

11/29/05
Date

Approved by:



Michael Armstrong, Chief Information Officer

11/29/05
Date

Approved by:



Sheryl Sculley, City Manager

11-29-05
Date

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

I. PURPOSE:

The purpose of this Administrative Directive (AD) is to provide guidance regarding the acceptable use of computer equipment, networks and other information technology hardware and software in the City of San Antonio ("City").

II. POLICY

- A. The City provides access to its technology systems to assist technology users in performing their duties efficiently and effectively. Inappropriate use of information technology exposes the City to internal and external risks and may reduce the effectiveness of those systems. All users of City-owned and managed information technology are responsible for using that technology in an appropriate and lawful manner. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee.
- B. There should be no expectation of privacy in the use of City-administered technology or equipment. Due to the City's need to protect resources and assets, and its obligation to comply with Texas Public Information Act (Chapter 552, Texas Government Code) open records requirements, there is no expectation of confidentiality of information maintained on any storage or network device belonging to the City unless it is specifically protected by law from disclosure and then only to the extent of that legal protection.
- C. All information generated by or stored on city-provided equipment is the property of the City of San Antonio. There should be no expectation of confidentiality with regard to any files, including email, stored on any City-managed computer.
- D. Technology users shall use City-managed technology for official business, but may make and receive personal communications, including telephone calls during business hours, that are necessary and in the interest of the City. While some incidental use (as defined below) of City-managed technology is unavoidable, such incidental use is not a right, and should never interfere with the performance of duties or service to the public.
- E. This Directive will support existing and forthcoming technology-related Directives, and will apply to all users of the City's information technology and networks unless otherwise specified in this document.

III. DEFINITIONS:

- A. City: The City of San Antonio, its departments and agencies.
- B. City-administered technology or equipment: Any technology or equipment that is used and/or managed by the City even if the City does not own said technology or equipment. City-managed technology includes technology or equipment owned by the City, on loan to the City, funded by grants, leased by the City, etc. Technology includes, but is not limited to, computers, mobile communication devices, telecommunication devices, servers, networks, software, databases and e-mail messages.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

- C. DSS: The person who is filling the role of technical specialist for a department. This role is typically called a Department Systems Specialist (DSS) or Department Systems Manager (DSM).
- D. E-mail spoofing: Forging an e-mail header to make it appear as if it came from someone other than the actual source.
- E. Federal statutes: The laws of the United States and/or the country where the user is located.
- F. Incidental personal use: Any personal use of City-owned or managed technology that:
- a) does not cause any additional expense to the City;
 - b) is infrequent and brief;
 - c) does not have a negative impact on overall employee productivity;
 - d) does not interfere with the normal operations of an employee's department or work unit;
 - e) does not compromise the City in any way;
 - f) does not embarrass either the City or the employee;
 - g) does not contravene other elements of this policy; and
 - h) serves the interests of the City in allowing employees to address important personal matters which cannot be addressed outside of work hours without leaving the workplace.

Examples of personal communications that could be in the interest of the City include:

- a) communications to alert household members about working late or other schedule changes;
- b) communications to make alternative child care arrangements; communications with doctors, hospital staff, or day care providers;
- c) communications to determine the safety of family or household members, particularly in an emergency;
- d) communications to make funeral arrangements;
- e) communications to reach businesses or government agencies that can only be contacted during work hours;
- f) communications to arrange emergency repairs to vehicles or residences.

City departments, in consultation with the Human Resources Department, may determine whether a use is personal or business and if usage is personal, whether it is incidental.

- G. ITSD: the City's Information Technology Services Department or successor agencies.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

- H. **Local statutes:** The ordinances, statutes, and laws of the City, Bexar County and/or the municipality or county where the user is located.
- I. **Malware:** Short for **malicious software**, software designed specifically to damage or disrupt a system, such as a virus, worm, Trojan horse, or e-mail bomb.
- J. **Network:** A group of two or more computer systems linked together to facilitate communication, data sharing and processing among the systems.
- K. **Phishing:** The act of sending an e-mail falsely claiming to be an established legitimate enterprise in an attempt to manipulate someone into surrendering private information that can be used for identity theft or other malicious purposes. The e-mail directs the receiver to a web site that appears to be owned by the legitimate enterprise and asks for private information to be used in identity theft or other malicious purpose.
- L. **Public access terminals:** Computers provided by City for use by the general public.
- M. **Spam (called "unsolicited commercial electron mail messages" as it is defined by the State of Texas statutes):** A commercial electronic mail message sent without the consent of the recipient by a person with whom the recipient does not have an established business relationship. The term does not include electronic mail sent by an organization using electronic mail for the purpose of communicating exclusively with members, employees, or contractors of the organization.
- N. **State statutes:** The statutes and laws of the state of Texas and/or the state where the user is located. Where statutes from two states conflict, the statutes of the State of Texas shall take precedence.
- O. **Technology user:** Any employee, contractor, consultant, part-time or temporary employee who uses City-administered technology or equipment, and anyone accessing the City's networks, exclusive of the City's web pages.

IV. POLICY GUIDELINES:

This Directive applies to any party using city-owned or city-managed technology, or any party connecting to the City's networks. All equipment or technology that is owned or administered by the City is included within this AD's scope. Public access terminals provided by the City are **not** included in the scope of this policy, except where those terminals are used by City staff to access the City's networks.

RESPONSIBILITIES:**Information & Technology Services Department**

- A. Organizational responsibility for the development, implementation, maintenance, and compliance monitoring of requirements established in this Directive is placed with the Information & Technology Services Department (ITSD).
- B. ITSD, along with the Human Resources Department, will provide City departments with initial communication and training regarding this Directive. However, Department Directors are ultimately responsible for communicating the policies and standards established in this Directive to all personnel in their respective departments

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

and for ensuring compliance within their respective departments with those policies and standards.

- C. ITSD may disconnect any computer from the City network at any time if continued connectivity constitutes a threat to the City or City-administered technology or equipment. ITSD will attempt to contact the DSS responsible for the computer prior to disconnecting as long as such notification does not allow further degradation of the City-administered technology or equipment. Such notification will be made after the disconnection if prior coordination was not possible.

Department Directors and their designees

- A. Department Directors are responsible for any disciplinary action taken against employees who violate this Directive in accordance with section VI. The Human Resources Department will provide guidance as required to City departments regarding appropriate disciplinary action to be taken against employees who violate this policy.

Office of the City Clerk

- A. The Office of the City Clerk is responsible for the creation, maintenance and administration of all rules regarding the classification and protection of information stored on City-administered technology or equipment.

Employees

- A. Employees are accountable for the proper use of City-owned technology, and should be aware that they are responsible for any information that they generate or distribute through the City's technology systems. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee.
- B. Employees should be aware that all information generated by or stored on city-provided equipment is the property of the City of San Antonio. There should be no expectation of confidentiality with regard to any files, including email, stored on City computers. Any materials stored on City equipment may be monitored and reviewed by City management at any time.
- C. Employees should be aware that most information generated and stored on City-provided equipment is subject to applicable open records laws.

Human Resources

- A. Human Resources will provide guidance to departments for disciplinary actions associated with violations of the Directive.
- B. Human Resources will assist ITSD in providing training regarding this directive to current and future employees. Following implementation of this directive, Human

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

resources will ensure that all new employees are provided a copy of this directive and complete the attached acknowledgement.

- C. The Human Resources Director will consult with the Chief Information Officer in approving any monitoring of systems for personnel reasons.

V. PROCEDURES:**A. General use and ownership of information technology**

1. City-administered technology and equipment is for use in conducting City business with the exceptions noted in this Directive. Technology users should be aware that the data they create, receive, or forward on the City's systems remains the property of the City.
2. Incidental personal use (as defined in this Directive) of City-administered technology or equipment is permissible as long as it does not interfere with the performance of assigned duties, does not have a detrimental effect on City information technology and systems, and is not prohibited by this policy. Personal use should be limited to those necessary activities described in the definition of "Incidental Use" above.
3. Supervisors are responsible for monitoring the incidental personal use of information technology by their employees. If departmental management determines an employee's usage is not allowable as incidental personal use, management should notify the employee immediately. Continued unacceptable personal use by that employee shall be disciplined in accordance with section VI. If an employee is not sure usage is acceptable, he/she should consult his/her supervisor for guidance.
4. There should be no expectation of privacy in the use of City-administered technology or equipment. Because of the City's need to protect its resources and assets and its obligation to comply with Texas Public Information Act (Chapter 552, Texas Government Code) open records requirements, there should be no expectation of confidentiality of information maintained on any storage or network device belonging to the City unless it is specifically protected by law from disclosure and only then to the extent of that legal protection.
5. The City does not routinely monitor employee use of City-owned and managed technology. However, the Chief Information Officer or his/her designee may monitor City-administered technology or equipment at any time for security, network maintenance or audit purposes, with or without consent of the technology user. Monitoring of technology usage for personnel-related matters shall require the approval of the Chief Information Officer and the Human Resources Director.

B. Security and proprietary information

1. Information stored on City-administered technology or equipment should be classified in accordance with federal, state, and local statutes, ordinances, and policies regarding the confidentiality of the information as prescribed by the Office of the City Clerk. Employees should take the necessary steps or follow prescribed processes to prevent unauthorized access to confidential information. Unclassified information should not

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

be released to non-City entities without authorization and approval by the City Manager's Office.

2. Employees must comply with all City Directives regarding use of information technology, including forthcoming Directives related to:
 - a. Electronic Communications (e-mail, voice and internet)
 - b. Password Management
 - c. Security
 - d. Data management and Classification
 - e. Monitoring
 - f. Remote Access
3. All personal computers, laptops and workstations should be protected from unauthorized access when the system is unattended. The recommended method of securing the device is with a password-protected screensaver (with the automatic activation feature set to 15 minutes or less) or by manually locking the device (Ctrl-Alt-Delete for Windows 2000 or XP users). Devices that cannot be locked as described above should be secured by logging off the devices or turning them off.
4. Employees must take reasonable and necessary precautions to secure and protect portable devices. Protect portable devices in accordance with the following guidelines:
 - a. Laptops and other portable devices used in an office setting should be locked in a drawer or cabinet or should be secured to the desktop with a device manufactured for that purpose.
 - b. Users should retain physical contact with all portable devices in areas where the risk of theft is high such as airports and hotels.
 - c. If a portable device must be left unattended in a vehicle, it should be locked in the vehicles trunk or otherwise secured and protected from plain view inside the locked vehicle.
 - d. Portable devices should never be left in a vehicle, even if locked and out of sight, overnight. Reasonable precautions should be taken to protect the device when traveling, even if the travel is local.
5. ITSD regularly maintains operating systems, updates anti-virus software, and applies security patches by sending those updates during the evening hours to computers attached to the network. When an employee leaves for the day, he/she should log off from his/her computer, but should leave the computer turned on and attached to the network. Because laptops may be secured during non-business hours and may not be connected to the network when updates are sent, users should work with their DSS to ensure updates to portable devices are installed in a timely manner.
6. All technology devices used by a technology user to connect to the City's networks shall continually execute approved virus-scanning software with a current virus definition file. This includes employee-owned equipment attached to the City's

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

networks through remote access technologies. The City is not responsible for providing the required virus-scanning software for employee-owned computers.

C. Unacceptable use

The following activities are prohibited unless performed in the course of legitimate job responsibilities. The list below is by no means exhaustive, but provides a framework for activities which fall into the category of unacceptable use:

1. Engaging in any activity that is illegal under local, state, or federal statutes or which violates City of San Antonio policies and Administrative Directives;
2. Accessing, displaying, storing or transmitting material that is offensive in nature, including sexually explicit materials, or any text or image that can be considered threatening, racially offensive, or hate speech. This includes any images, text, files, etc. sent via email to co-workers or outside parties. **Accessing, storing, displaying, or transmitting pornographic materials using City-owned and managed technology is strictly forbidden;**
3. Any personal uses that interrupt City business, or which prevents an employee from performing his/her work. Employees should not use City e-mail accounts as their primary personal e-mail address. City systems shall not be used to chat online, "blog", or shop online;
4. Violating any copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City;
5. Unauthorized reading, deleting, copying or forwarding of electronic communications of another, or accessing electronic files of another without authorization;
6. Sending SPAM to either internal or external parties;
7. Unauthorized duplication of copyrighted material including, but not limited to, text and photographs from magazines, books or other copyrighted sources, copyrighted music and/or copyrighted movies. Copying or installing copyrighted software for which the City or the end user does not have an active license is not permitted;
8. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws;
9. Maliciously introducing malware or similar programs into the network or server;
10. Revealing a City account password to others or allowing use of a City account by others. This includes household members and visitors when work is being done at home. Revealing a City account password to an authorized technician during troubleshooting procedures is not a violation of this policy. In such a situation, a new password should be established as soon as possible after the problem is resolved;

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

Revision Date(s):

11. Making fraudulent offers of products, items, or services originating from any City account
12. Using City-owned technology for political activity, private gain, gambling, shopping, games or other entertainment, or any other non-business function unless permitted by this Directive;
13. Causing security breaches or disruptions of City communications. Security breaches include, but are not limited to:
 - a. Accessing data which the employee is not authorized to access or logging into a server or user account that the employee is not expressly authorized to access;
 - b. Causing network disruptions for malicious purposes including, but not limited to, network sniffing, ping floods, packet spoofing, denial of service, and forged routing information for malicious purposes;
 - c. Port scanning or security scanning for malicious purposes is prohibited. Non-malicious scanning that is part of a City-sanctioned security process is allowed. ITSD should be notified prior to any such scanning;
 - d. Circumventing user authentication or security of any device, network or account;
 - e. Maliciously interfering with or denying service through denial of service attack, or other means;
 - f. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, another user's device or session, via any means, locally or via the City's network;
 - g. Adding/removing hardware components, attaching external devices, or making configuration changes to information technology devices without approval by ITSD.

VI. DISCIPLINE (if applicable):

- A. Failure to comply with this Directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.
- B. Employees who fail to follow and administer this Directive will be disciplined under the authority of the Department Director.
- C. This Administrative Directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.

ADMINISTRATIVE DIRECTIVE 7.5 Acceptable Use of Information Technology

Effective Date: December 1, 2005

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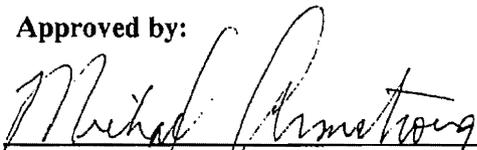
This Directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the ITSD Department at 207-8301.



Hugh Miller, Jr., Interim Director ITSD

11/15/05
Date

Approved by:



Michael Armstrong, Chief Information Officer

11-15-05
Date

Approved by:



Sheryl Sculley, City Manager

11-15-05
Date

ADMINISTRATIVE DIRECTIVE 7.6**Security and Passwords**

Effective Date: November 30, 2005

Revision Date(s):

I. PURPOSE:

This Administrative Directive establishes a general framework for securing the electronic assets of the City, and provides guidance for specific security issues that have general application in the City's technology environment. This directive supports and supplements Administrative Directive 7.5 – Acceptable Use of Information Technology. Nothing in this directive supersedes provisions of Directive 7.5.

II. POLICY:

- A. The City's computing and technology environment, along with the data it creates and maintains is a valuable asset. The City will take all reasonable and necessary measures to maintain the availability, dependability and integrity of that environment. The City will analyze risks carefully to maintain a proper balance between security measures and the requirement that its technology environment effectively and efficiently support its operations.
- B. The Information Technology Services Department has primary responsibility for security of the City's electronic systems, and may establish such policies, procedures and standards as may be necessary to assure the security of City systems. ITSD shall develop and maintain a comprehensive security program for the City, and shall provide guidance and advice to technology users in maintaining appropriate security.
- C. All technology users are responsible for following security policies and guidelines, and shall participate in developing those policies and guidelines when requested to do so.
- D. Passwords are an important element of computer security. A poorly chosen password may result in the compromise of the City's network. All City employees (including contractors and vendors with access to City systems) are responsible for taking appropriate steps to select and secure passwords. **Any activity performed under a user-id/password combination is presumed to have been performed by that user and is the responsibility of that user.**
- E. ITSD shall establish policies that address password use for Administrative User Accounts, Service Accounts and System-level Accounts.

III. DEFINITIONS:

- A. **Administrative User Account:** Any individually assigned user account that is used to perform technology related administrative functions or used in activities dealing with sensitive data (e.g. user management, network management, Oracle database administrator, SAP administrator).
- B. **Service Account:** Any account that is used for the operation or delivery of a technology service through an automated system.

ADMINISTRATIVE DIRECTIVE 7.6**Security and Passwords**

Effective Date: November 30, 2005

Revision Date(s):

- C. **System-level Account:** Any account that is necessary for the operation of a technology system (e.g., root, database administration accounts, NT admin, application administration accounts, etc.).
- D. **User-level Account:** Any assigned non-administrative user account (e.g., email, web, desktop computer, etc.)

IV. POLICY GUIDELINES:

This directive applies to all Technology Users who access the City's networks and any data and applications that reside on those networks.

V. RESPONSIBILITIES:**Information Technology Services Department**

- A. Organizational responsibility for the development, implementation, maintenance, and compliance monitoring of this directive is placed with ITSD.
- B. ITSD will provide City departments with initial communication and training regarding this Directive. However, City Department Directors are ultimately responsible for communicating the policies and standards established in this directive to all personnel in their respective departments and for ensuring compliance within their respective departments with those policies and standards.
- C. ITSD is responsible for communicating the policies and standards established in this directive to all third-party users and for ensuring their compliance. Those City departments who work with the third-party users are responsible for identifying the third-party users to ITSD.
- D. ITSD reserves the right to terminate services to any user found in breach of this directive and if continued connectivity provides a threat to the City or City-administered technology or equipment. ITSD will attempt to contact the user's DSS prior to disconnecting the service as long as such notification does not allow further degradation of the City-administered technology or equipment. Such notification will be made after the disconnection if prior coordination was not possible.

Department Directors and their designees

- A. Supervisors shall ensure that employees and any affected third-party users (contractors, consultants, agencies having a contractual relationship with the City, part-time and temporary employees) have received a copy of this directive.
- B. Department Directors should ensure that no departmental personnel, including administrative staff, request access to or maintain lists or databases of other user's passwords.
- C. Department Directors are responsible for any disciplinary action taken against employees who violate this directive in accordance with paragraph VII. The Human

ADMINISTRATIVE DIRECTIVE 7.6**Security and Passwords**

Effective Date: November 30, 2005

Revision Date(s):

Resources Department will provide guidance as required to City departments regarding appropriate disciplinary action to be taken against employees who violate this policy.

Employees

- A. Employees are accountable for the proper use of City-owned technology, and should be aware that they are responsible for any information that they generate or distribute through the City's technology systems. Any activity performed on a workstation under an employee's login ID is presumed to be performed by that employee.
- B. Employees are responsible for complying with this directive, and with security policies and processes that may be developed by ITSD.
- C. Employees shall take reasonable and necessary care to prevent unauthorized access to workstations, laptops and other portable devices.
- D. Employees shall report any suspected security violation or threat to the ITSD Help Desk immediately.

Human Resources Department

- A. Human Resources will provide guidance to departments for disciplinary actions associated with violations of this directive.

VI. PROCEDURES:

- A. ITSD recommends the use of "strong" passwords. Strong passwords:
 1. Contain characters from three of the following four categories:
 - a) English uppercase characters (A through Z)
 - b) English lowercase characters (a through z)
 - c) Base 10 digits (0 through 9)
 - d) Non-alphanumeric characters (e.g., !, \$, #, %)
 2. Are at least 8 alphanumeric characters long.
 3. Are not words in any language, slang, dialect, or jargon.
 4. Are not based on personal information, such as the names of family.
 5. Are not common usage word such as:
 - a) Names of family, pets, friends, co-workers, fantasy characters, etc.
 - b) Computer terms and names, commands, sites, companies, hardware, software.
 - c) The words "COSA", "sananton" or any derivation.
 - d) Birthdays and other personal information such as addresses and phone numbers.
 - e) Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
 - f) Any of the above spelled backwards.

ADMINISTRATIVE DIRECTIVE 7.6**Security and Passwords**

Effective Date: November 30, 2005

Revision Date(s):

- g) Any of the above preceded or followed by a digit (e.g., secret1, 1secret)
- B. All user passwords will expire at intervals of ninety (90) days. Users will be prompted to change passwords beginning 10 days before the next expiration date.
- C. Passwords may not be re-used.
- D. Accounts will be "locked" after three (3) unsuccessful attempts to logon using a password. Users whose accounts have been locked must call the ITSD Help Desk to reset the user's password.
- E. Password Protection Guidelines for Users:
 - 1. Do not write passwords down, store them on-line, or reveal them in electronic communication.
 - 2. Do not use the same password for COSA accounts as for other accounts.
 - 3. Do not share COSA passwords with anyone. Passwords should be treated as sensitive, confidential COSA information.
 - 4. ITSD support personnel may require a user's password to resolve a problem. ITSD prefers that the user be present to enter a required password. If a password must be revealed to the technician, ITSD suggests that the password be changed as soon as is practicable.
 - 5. Do not talk about a password in the presence of others.
 - 6. Do not hint at the format of a password (e.g., "my family name").
 - 7. Do not reveal a password on questionnaires or security forms.
 - 8. Do not use the "Remember Password" feature of applications (e.g., websites, Outlook, and Netscape Messenger).
 - 9. Do not store passwords in a file on ANY computer system (including Palm Pilots or similar devices) without encryption.
- F. If anyone other than ITSD support personnel requests a password from an employee, refer that person to the Information Technology Services Department to establish access to COSA systems and files as needed.
- G. ITSD is the only authorized password reset agent. ITSD support personnel may request information required to verify a user's identity.
- H. If an account or password is suspected to have been compromised, report the incident to ITSD and change all passwords.
- I. System, service, and other non-changeable passwords will be assigned and cataloged by ITSD. ITSD will take reasonable and necessary precautions to protect these passwords from compromise.

ADMINISTRATIVE DIRECTIVE 7.6

Security and Passwords

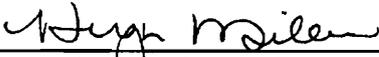
Effective Date: November 30, 2005

Revision Date(s):

VII. DISCIPLINE

- A. Failure to comply with this directive will result in disciplinary action in accordance with the Municipal Civil Service Rules of the City of San Antonio, Rule XVII, Section 2. Discipline will be evaluated and based upon the number of violations and severity of the incident. The Human Resources Department must be consulted by a department when assessing the appropriate level of disciplinary action.
- B. Employees who fail to follow and administer this directive will be disciplined under the authority of the Department Director.
- C. This Administrative directive does not supersede the Department Director's authority over the determination of final disciplinary actions taken, particularly in cases where the safety of the general public or City employees are significantly compromised by an infraction of this administrative Directive. A Department Director may choose to assess more severe disciplinary action against an employee depending on the severity of the infraction.

This directive supersedes all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the ITSD Department at 207-8301.



Hugh Miller, Jr., Interim Director ITSD

11/29/05

Date

Approved by:



Michael Armstrong, Chief Information Officer

11/29/05

Date

Approved by:



Sheryl Sculley, City Manager

11-29-05

Date

Summary

Retirement Plans Summary		
Plan	Enrollment	Deduction Amount
Pension	Automatic	2% of gross pay
457 Deferred Compensation	Voluntary	1-100% of gross pay, but no more than \$15,500
Match Savings Plan	Automatic	UHS Contributions

Other Benefits

Employee Assistance Program (EAP)

- The Choice CARE Employee Assistance Program is a completely free and confidential counseling and support service for Health System employees and their families. Choice CARE counselors will provide counseling at no cost to all regular full-time and part-time employees, their spouse and dependent children under the age of 21 living at home. Each family member is entitled to eight sessions per problem, per year for marital, family, behavioral, substance abuse, grief, depression and other forms of counseling support.

Educational Benefits

- Tuition reimbursement (up to \$1500 annually)
- Continuing education and certification reimbursement (up to \$200 per year)
- Free on-site classes for University Health System employees
- Contact hours for nursing staff

Paid Time Off (PTO)

- In recognition of our unique individual needs, the Health System offers a Paid Time Off (PTO) program that allows each employee to accumulate and schedule time off according to individual needs. Eligible employees begin accruing PTO benefit hours in their own personal bank from the first day of work. When we need time off for vacations, holidays, illnesses, injuries, personal business, school conferences, or any other reason, we draw from our bank of PTO time. Unused PTO remains in the bank for future use and can accumulate up to 1,040 hours.
- Some employees choose to sell their PTO time to help fund school, holiday, vacation and other expenses. Once employees have accrued 256 hours of PTO, they can cash part of it in for 50 percent of its current value. The sell-back option is available every pay period.

	PTO Accrual Rates	Accrual per pay period	Per Year	Maximum
Full-time	1st Year	8.62	28 days	1040 Hours
	2nd Year	8.93	29 days	1040 Hours
	3rd Year	9.24	30 days	1040 Hours
	4th Year	9.54	31 days	1040 Hours
	5th Year	9.85	32 days	1040 Hours
	6th Year	10.16	33 days	1040 Hours
	7th Year	10.47	34 days	1040 Hours
	8th Year	10.77	35 days	1040 Hours
	9th Year	11.08	36 days	1040 Hours
	10th Year	11.39	37 days	1040 Hours
	11+ Years	11.7	38 days	1040 Hours
Part-time	16-39 hrs	0.1077	24 hrs=16.80 days	36-39 hrs =28 days

Exhibit D: UHS Benefits Summary

UHS Summary of Benefits

Medical

University Health System offers two medical plan options administered by Community First Health Plans.

- University Family Care Plan
- University Family Care Plus Plan

Coverage Category	Family Care Plan	Family Care Plus Plan
Employee	\$35.45/month	\$251.69/month
Employee & spouse	\$61.97/month	\$583.42/month
Employee & child(ren)	\$60.99/month	\$656.07/month
Employee & family	\$89.60/month	\$914.93/month

Dental

University Health System Self-Insured Dental Plan - Benefit Planners, Inc.

- The University Health System dental plan is a traditional PPO no co-payment plan that allows employees the freedom to see any dentist nationwide. BPI offers the DenteMax Provider Network with over 30,000 locations across the country.
- If \$300 or more worth of dental services are required, the dentist will need to submit a pre-determination of benefits form to Benefit Planners, Inc. for approval.
- If a DenteMax provider is selected, the employee will pay up to 35% less in out-of-pocket expenses than if an out-of-the-network dentist is used.

CIGNA Dental Plan

- The second dental option is CIGNA Dental Plan, a managed dental care DMO plan. CIGNA allows employees to select a general dentist from the provider network. The primary general dentist then refers employees to a specialist for extended care. This plan covers preventive care; restorative care; periodontics; adult and child orthodontics without deductibles, co-insurance or maximums.

Coverage Category	Benefit Planners	CIGNA
Employee	\$10.37/month	No Cost
Employee & spouse	\$30.87/month	\$11.36/month
Employee & child(ren)	\$41.62/month	\$15.41/month
Employee & family	\$54.36/month	\$20.21/month

Life

Group Term Life

- University Health System provides Group Term Life Insurance to all regular full-time and part-time employees (24+ standard hours) at no cost.
- Group Term Life Insurance covers employees on or off the job. Dependents are not covered under this policy. The amount of Group Term Life coverage is \$4,000, subject to applicable age reductions for eligible employees age 70 and over according to the schedule in the policy.

Supplemental Life Insurance

- University Health System offers eligible employees the option of purchasing additional low-cost life insurance coverage that can be adjusted to meet specific individual needs. Employees may purchase supplemental life and accidental death and dismemberment coverage in an amount equal to 1 or 2 times their annual rate of basic earnings minus \$4,000. If an employee should become disabled prior to age 60, premiums for life insurance can be waived after a six-month disability.

Accidental Death and Dismemberment

- University Health System provides Accidental Death and Dismemberment (AD&D) Insurance to all regular full-time and part-time employees (24+ standard hours) at no cost.
- AD&D Insurance covers employees on or off the job. Dependents are not covered under this policy. The amount of each employees AD&D coverage is \$4,000, subject to applicable age reductions for eligible employees age 70 and over according to the schedule in the policy. The AD&D benefit is also determined by the extent of the accidental loss.

Dependent Group Life

- Life insurance coverage is available for employees to purchase for their spouse and/or child(ren) who are up to the age of 25 and maintain full-time student status.
- Employees pay one premium no matter how many eligible dependents they cover.

Dependent Group Life Premiums	
Premium	\$2.60/month
Spouse	\$10,000 in coverage
Child	\$5,000 in coverage

Universal Life Insurance

- University Health System offers Universal Life Insurance at competitive rates according to the benefit chosen. Universal Life insurance offers an easy and affordable way to safeguard the family's future by providing death benefits.
- Once enrolled, the plan is theirs even if they separate from service or have a change in health. The employee's insurance premiums are then directly billed to their home. The insurance coverage and premium remains the same unless the employee chooses to adjust them.
- The plan also offers an accelerated death benefit to provide employees and their dependents with living benefit choices for the future.
- This plan builds cash value over time when employees continue to pay premiums. Employees can withdraw cash or borrow against their policy's accumulated cash value for financial emergencies, investment opportunities or other needs (subject to applicable surrender charges).

Disability

Short-Term Disability Insurance

- Short-Term Disability can provide employees with an income in case they experience a non-work related illness or injury. Short-Term Disability provides income to help continue living expenses such as rent, food, utilities, car payments, etc. University Health System offers all eligible full-time and part-time employees (20 hours or greater) with this extremely valuable opportunity to purchase protection at a low cost.
- Short-Term Disability benefits begin on the 31st day of disability due to continuous disability. During the waiting period, employees will use their Paid Time Off days.
- Employees can select a weekly benefit equal to, or less than, the one listed for their salary range up to \$1,400 per week. This benefit provides up to 22 weeks of pay continuation. If employees enroll at the time of hire and are selecting a weekly benefit of \$700 a week or less, there is no evidence of insurability requirement. Employees will be required to provide evidence of insurability if they are electing coverage of \$700 a week or more or are enrolling after the first 30 days of employment. If disability continues beyond the maximum benefit period, Long-Term Disability (LTD) benefits may continue to provide the employee with income protection if the employee is eligible for LTD at the time of disability.

Long-Term Disability Insurance

- University Health System provides this very valuable benefit at no cost to all eligible full-time and regular part-time employees (32 hours or greater) after one year of continuous regular employment. Long-Term Disability (LTD) coverage provides partial income protection for the eligible employee in the event of long-term disability.
- Eligibility begins after six months of being disabled and benefits are paid once the claim has been approved.
- Total benefit paid is 60 percent of monthly earnings up to \$6,000 per month [the total payable benefit will be offset by other sources of income (e.g. Social Security, Disability, etc.)].

- Length of benefit will depend upon disability and/or age of participant when disability begins.
- Cancer, Dread Disease, ICU Policy**
- University Health System offers a Cancer, Dread Disease, ICU Policy. This policy pays cash benefits directly to employees, regardless of other coverage, for cost typically not covered under their insurance policy such as:
 - Missed work days for a covered family member's treatment; transportation for non-local treatment; meals required away from home; motels during non-local treatment; babysitting for children at home; long distance phone calls; loss of wages while caring for a covered family member; and parking/hotel fees.
 - The plan also includes an intensive care/coronary care component. When a covered person is confined to an intensive care unit, the plan will pay \$300 to 600 per day up to a pre-determined limit per confinement as a result of any sickness or accident.
 - Once enrolled, the participant remains on the plan even if he/she is separated from service or has a change in health.
 - Insurance premiums are then directly billed to the participant's home. The insurance coverage and premium remain the same.

Cancer Dread Disease, ICU Policy (Bi-weekly Rate)	Basic	Enhanced
Individual	\$7.36	\$10.11
Family	\$12.75	\$17.64

Group Accident Hospital Income Plan

- All regular full-time employees who have completed one year of service are automatically covered by this plan. There is no annual premium and the plan pays \$100 per day if the employee is hospitalized in the event of a non work-related accident. Admission must be in a hospital, not a skilled nursing facility.
- Covers up to 180 days annually
- A \$500,000 lifetime maximum
- Coverage for employees only

FSA

Flexible Spending Accounts

- University Health System provides an opportunity to participate in two types of flexible spending accounts (FSAs) — a Health Care FSA and a Dependent Care FSA. Employees may elect to participate in one or both of these accounts. The accounts allow employees to set aside money on a pre-tax basis to reimburse for eligible health and dependent care expenses. Employees save money by not paying taxes on the amount set aside. Employees must re-elect this coverage every year during annual enrollment. Coverage is not automatic and will not roll over from year to year.

The Health Care Reimbursement Account

- The Health Care Reimbursement Account exists to help employees pay for healthcare expenses that are medically necessary, non-cosmetic in nature and not fully covered under their medical or dental plan. The maximum amount each employee can deposit into this account in 2007 is \$5,000.

Dependent Care Reimbursement Account

- The Dependent Care Reimbursement Account exists to help employees pay for dependent care expenses for their children under age 13 or adult family members who are disabled and depend on the employee for support. If dependent care is required to enable the employee (or a spouse or single person) to work, these expenses may be eligible for reimbursement. Included are payments to child care centers, nursery schools, kindergarten and schools for children up to but not including first grade. Eligible expenses also include payment for summer day camps, after school care and elder care. Care within the employee's home by a relative, or a non-relative, as long as such person is reporting payments as income, is also eligible. The maximum amount each employee can deposit in 2007 is \$5,000, or \$2,500 if the employee is married, but filing

separately.

Retirement

Pension Plan

- A contribution equal to 2% of gross pay is mandatory upon achievement of eligibility and thereafter until the time of retirement or separation from employment with University Health System. The cost of plan participation will be automatically deducted from each bi-weekly paycheck on a pre-tax basis. University Health System contributes the majority of funding for this pension plan. Then University Health System makes its contributions directly to the Pension Trust each year.
- Employees are eligible to begin participating in the Plan on the next January 1st or July 1st following attainment of 21 years of age and 1 year of continuous service with the Health System during which the employee worked at least 1000 hours.
- Participation is automatic upon attainment of the eligibility criteria. University Health System believes that a retirement income is essential for all employees. For this reason, if an employee is eligible to participate in the Plan, participation is required as a condition of employment.
- Vesting status entitles employees to a pension benefit that may commence at age 55 or later, as elected. If an employee should terminate from the Health System, but is vested, he/she will be entitled to draw the pension benefit at age 55 or later, as elected.
- For the purpose of vesting, employees will be credited with one year of vesting service for each year of continuous service in which 1000 or more hours are worked. Employees will become vested in the Plan upon completion of five years of vesting service. Employees are 100% vested once they have accrued five years of vesting service.
- If employees separate from employment before being vested, they are not eligible for a pension benefit, but their contributions to the Plan will be refunded with interest at the annual rate of 4 ½ percent.

457 Deferred Compensation Plan

- Deferred Compensation Plans provide a way for employees to build their retirement savings on a pre-tax basis through payroll deduction. "Deferred Compensation" means that a certain portion of current earnings are set aside without being taxed and are invested in investment vehicles where money grows on a tax-deferred basis until the employee retires or separates from the Health System. The program allows all employees of the Health System to participate in a savings program that provides considerable savings from an income tax standpoint, as authorized by the Internal Revenue Service. Employees may begin deferring compensation into their accounts at any time and may defer as much as they wish, up to current annual limits established by law (up to \$15,500.00 in 2007).
- Beginning with the year in which employees reach age 50, they may make additional contributions. Also, for each one of their last three taxable years prior to age 65, employees may make additional contributions, if maximum allowable contributions in prior years were not made.
- Employee catch-up contributions may not exceed the amount they could have contributed in prior years but did not. No employer match is provided on catch-up contributions.
- There are no vesting requirements for the 457 Deferred Compensation Plan. Employees are always vested in their own contributions and interest. Participation in the Health System's Deferred Compensation Plan is voluntary.
- University Health System will match employee contributions, up to 4% of their pay, to a 457 Retirement Savings Account, at the rate of 25% (\$0.25 on the \$1).
- Employees become eligible for the University Health System Match Savings Plan on the next January or July 1st following attainment of 21 years of age and 1 year of continuous service with the Health System, during which 1000 hours are worked.
- The vesting requirement for the Match Savings Plan is the same as the vesting requirements for the University Health System Pension Plan. Employees are 100% vested once they have accrued five years of vesting service. If an employee leaves the Health System before being vested in the Match Savings Plan, they will forfeit the matching contributions made by the Health System to their match account and any return on those contributions.

Exhibit E: Positions and Other Expense Items

Positions Transitioning to UHS				
Position	Full-time		Part-time	Total
	GF	Grant	Grant	
Accountant II		1		1
Administrative Assistant I		2		2
Building Custodian	7			7
Case Aide	2	1		3
Custodial Services Crew Leader	1			1
Dept Systems Specialist		1		1
Health Program Specialist	1			1
LVN	13			13
Nursing Program Manager	1			1
Administrative Associate	14	3		17
PH Nurse	14	1		15
PH Nurse Practitioner	5	1	1	7
PH Nurse Supervisor	8	1		9
Public Health Aide	21	6	1	28
Sr. Administrative Assistant	1			1
Sr. Office Assistant	1			1
Sr. PH Nurse	8	4		12
PH Physician	1		4	5
Total	98	21	6	125

SAMHD/UHS Calculation of Costs for Transition of Clinical Preventive Health Services			
Item	11 Month Estimate	8 Months - FY 2008 Estimate	3 Months - FY 2009 Estimate
<i>Estimated General Fund Costs for Services</i>	\$4,801,876	\$3,424,204	\$1,377,672
Budgeted General Fund Revenues			
HMO Medicaid Reimbursement	\$370,433	\$256,854	\$113,579
Medicaid/Medicare	\$89,424	\$66,748	\$22,676
Patient Co-pay	\$139,149	\$92,361	\$46,788
Total Budgeted General Fund Revenues	\$599,006	\$415,963	\$183,043
UHS Contract Amount (less revenues)¹	\$4,202,870	\$3,008,241	\$1,194,629

Budget Detail			
General Fund Personal Services and Other Items	Current COSA Proposal Amount	8 Month Payment	3 Month Payment
General Fund Salaries (w/ half internal equity)	\$3,283,031	\$2,387,659	\$895,372
Social Security (7.65%)	\$259,464	\$188,701	\$70,763
Health Benefits (COSA \$8,280/FT employee) / UHS	\$290,672	\$211,398	\$79,274
Personal Services Subtotal	\$3,833,167	\$2,787,758	\$1,045,409

OPEB	\$45,472	\$45,472	\$0
MD Incentive	\$9,167	\$6,667	\$2,500
Annual Leave Payout ¹	\$178,973	\$178,973	\$0
Increased Annual Leave (UHS Internal Equity)	\$26,660	\$26,660	\$0
Workers/Unemployment Compensation	\$50,902	\$37,020	\$13,882
Base PTO Accrual Rate (FY 08 Amount)	\$36,647	\$36,647	\$0
Base PTO Accrual Rate (FY 09 Amount)	\$192,520	\$0	\$192,520
Additional PTO Accrual Rate (Based on City Years of Service)	\$91,667	\$66,667	\$25,000
UHS Pension	\$183,260	\$133,280	\$49,980
Other Items Subtotal	\$815,268	\$531,386	\$283,882
Other Non-Position-Related Items Subtotal	\$153,441	\$105,060	\$48,381
Estimated General Fund Costs for Services	\$4,801,876	\$3,424,204	\$1,377,672

Estimated Grant Balances to be Transferred to UHS			
	Ending Date of Grant Contract	Total Grant Award (without program income)	Estimated Grant Balance on 1/31/07
Breast & Cervical Cancer Screening Project	6/30/2008	\$200,200.00	\$126,000.00
Refugee Resettlement	8/31/2008	\$143,495.00	\$95,640.00
Title V Family Planning	8/31/2008	\$129,649.00	\$60,000.00
Title V Maternal and Child Health	8/31/2008	\$212,998.00	\$130,000.00
Title X ²	8/31/2008	\$39,882.00	\$32,700.00
Title X Male Involvement ¹	8/31/2008	\$125,000.00	\$72,917.00
Title XX Family Planning	8/31/2008	\$357,628.00	\$177,400.00
UTHSCSA Patient Navigator	8/31/2008	\$148,194.00	\$86,700.00
Totals		\$1,357,046.00	\$781,357.00

¹ This amount will be reduced by any payment for accrued annual leave made directly to transitioning staff prior to employment with UHS (if any).

² Does not include \$86,913 that will be subcontracted to SAMHD for the Male Health Grant

Exhibit F: Summary of SAMHD Grants for Services Transitioning to UHS

Grants Transitioning to UHS				
Grant/ Contract	Funder	Services Provided	End of Current Grant Cycle	Award for Current Grant Cycle
Breast & Cervical Cancer Control Services	DSHS	Fee for service grant to support early detection of breast and cervical cancer through outreach and screening.	6/30/2008	\$200,200
Title V Maternal & Child Health	DSHS	Fee for service grant provides services to pregnant women who are without third party funding at the time of care.	8/31/2008	\$212,998
Title V Family Planning	DSHS	Fee for service grant supports services to women of child bearing age (18-44) who are ineligible for Title XIX for annual exams and family planning services.	8/31/2008	\$129,649
Title X Family Planning	DSHS	Supports services in conjunction with Title XX and Title XIX. Title X provides infrastructure building support. Confidential teen services are provided under Title X objectives. Includes both clinical and population-based components.	8/31/2008	\$39,882
Title X Male Health	DSHS	Clinical and population based services to address reproductive health for males 15-25 years of age. Residual funds for FY 08 will be contracted back to SAMHD.	8/31/2008	\$125,000
Title XX Family Planning	DSHS	Fee for service grant provides services to women of child bearing age (18-44) who are ineligible for Title XIX.	8/31/2008	\$357,628
Refugee Resettlement	DSHS	Fee for service grant supports social (through subcontract) and medical services to families who are part of the U.S. Immigration Services Program including communicable disease screening, treatment of preexisting diseases, and identifying a medical home.	9/30/2008	\$143,495
Patient Navigator	UTHSCSA	Assists Hispanic women with abnormal findings or diagnoses related to breast and cervical cancer to find follow up care.	8/30/08	\$148,194

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SAMHD-UHS Emergency Response Synchronization Annex

ORIGINAL

TABLE OF CONTENTS

Introduction..... 2
I. Authority and References 2
II. Definitions 2
III. Purpose 3
IV. Activation..... 4
V. Situation and Assumptions 4
VI. Organization and Assignment of Responsibilities 5
VII. Direction and Control..... 6
VIII. Administration and Support..... 9
IX. Approval and Implementation..... 9
X. Attachments 10
 Attachment 1: San Antonio Metropolitan Health District - University Health System
 Emergency Preparedness Response Team Staffing Summary
 Attachment 2: San Antonio Metropolitan Health District - University Health System
 Emergency Preparedness Response Team Structures
 Attachment 3: Shelter Response Positions, Job Descriptions and Responsible
 Agency
 Attachment 4: SNS/POD Response Positions, Job Descriptions and Responsible
 Agency.

SAMHD-UHS Emergency Response Synchronization Annex

INTRODUCTION: The San Antonio Metro Health District (SAMHD) and the Bexar County Hospital District d/b/a University Health System (UHS) developed this joint annex for each organization's emergency response plan to synchronize actions for an all hazards response. The annex addresses the specific details of job categories, training requirements, and mechanisms to ensure adequate staffing levels for any all hazard response. The annex also outlines the details to ensure minimal delay with regard to the communication, activation, and process of an emergency response. The annex becomes effective on the transition date of clinical preventive health services from SAMHD to UHS, February 4, 2008.

I. AUTHORITY and REFERENCES

- A. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
- B. State of Texas Emergency Management Plan
- C. Interlocal Services and Planning Agreement, with Amendments, San Antonio Metro Health District (SAMHD) and the Bexar County Hospital District d/b/a University Health System (UHS)
- D. Terms and Obligations to Transfer of Clinical Preventive Health Services from SAMHD to UHS
- E. City of San Antonio and Bexar County Emergency Management Basic Plan
- F. Annex H, Sep 04, Health and Medical, to the City of San Antonio and Bexar County Emergency Management Basic Plan
- G. University Health System Emergency Operations Plan
- H. University Health System Medical – Dental Staff Bylaws

II. DEFINITIONS:

- A. Incident Command System (ICS) : The nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.
- B. Point of Dispensing Site (PODS): The community locations where the public receives prophylactic medicine. Individual who may have been exposed to a

SAMHD-UHS Emergency Response Synchronization Annex

biological pathogen/infectious agent, but are not exhibiting symptoms of disease, utilize the dispensing sites. Individuals who appear to be ill will be sent to treatment facilities.

- C. **Public Health Emergencies:** A public health emergency is an immediate threat from a naturally occurring or intentional event that poses a high risk of fatalities or serious long-term disability to large numbers of people. This includes events with a potential major public health impact due to a substantial risk of exposure from a high level of contamination or when the mode of transmission of the infectious agent might cause public panic and social disruption such as:
 - 1. Natural Disasters – floods, hurricanes, heat waves, etc.
 - 2. Emergency shelter health management
 - 3. Immunization Operations. This is a “peace-time” managed activity that does not fall under disaster response criteria; however an immunization operation may be part of a dispensing activity in a declared emergency.
 - 4. Unexpected emergent situations
- D. **Regional Medical Operations Center (RMOC):** The RMOC is activated during times of crisis and is subservient to the appropriate Public Health Authority of the incident. The RMOC functions in the standard command/control network of the EOC/DDC/SOC paradigm, allowing rapid access to additional state and federal resources and has the ability to quickly gather the data necessary for a comprehensive assessment of health and medical needs and capabilities.
- E. **Shelter:** Short term lodging for evacuees during and immediately after an emergency situation. Shelters are generally located away from known hazards. Mass care operations are generally conducted in shelters.
- F. **Strategic National Stockpile (SNS):** CDC's Strategic National Stockpile (SNS) has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency (e.g. terrorist attack, flu outbreak, and earthquake) severe enough to cause local supplies to run out. Once Federal and local authorities agree that the SNS is needed, medicines will be delivered to any state in the U.S. within 12 hours. Each state has plans to receive and distribute SNS medicine and medical supplies to local communities as quickly as possible.

III. PURPOSE: In a public health emergency response event, the San Antonio Metropolitan Health District (SAMHD) would access the necessary University Health System (UHS) resources as set forth in the agreement (Paragraph 1, References C and D). These resources will enable the SAMHD to meet its required public health emergency response role as established in Ref. E and F.

SAMHD-UHS Emergency Response Synchronization Annex

IV. ACTIVATION: This annex will be activated jointly by San Antonio Metropolitan Health District and University Health System through a telephone notification from the Director of SAMHD or his/her senior designee to the Chief Executive Officer (CEO) or Administrator of UHS or his/her senior designee. This notification will set off a recall of selected staff that were trained by SAMHD and are qualified to fulfill the job categories required by SAMHD.

V. SITUATION AND ASSUMPTIONS

A. Situation

1. Upon the implementation of the interlocal agreement (Ref C), personnel, facilities and equipment resources to respond to a public health emergency are shared between the SAMHD and UHS.
2. Public health leadership, to include declaring a public health emergency, is the responsibility of the Director, San Antonio Metropolitan Health District (SAMHD).

B. Assumptions

1. Initial requirements of SAMHD from UHS will involve personnel
2. Risk assessments and anticipated need requirements are based on the Hazard Summary chart from the City of San Antonio and Bexar County Emergency Management Basic Plan (Ref E)
3. The most likely need, based on the Hazard Summary/Risk Matrix focuses on activating shelters during a Hurricane Response or other event requiring temporary living arrangements for dislocated/evacuated citizens.
4. The second most likely need is on the deployment of the Strategic National Stockpile.
5. UHS Personnel will be needed incrementally and based on a single shelter or pod. Most events which require activation of this system will not be an all or nothing event. It is more likely that one to several pods/shelters will require activation vice all pods/shelters at the same time.

SAMHD-UHS Emergency Response Synchronization Annex

HAZARD SUMMARY
(REF E)

	LIKELIHOOD OF OCCURRENCE	ESTIMATED IMPACT ON PUBLIC HEALTH & SAFETY	ESTIMATED IMPACT ON PROPERTY
HAZARD TYPE	UNLIKELY, OCCASIONAL, LIKELY, OR HIGHLY LIKELY	LIMITED/MODERATE/ MAJOR	Limited, Moderate, Major
<i>NATURAL</i>			
DROUGHT/HEAT WAVE	Highly Likely	Limited to Moderate	Moderate
EARTHQUAKE	Unlikely	Limited	Limited
FLASH FLOODING	Highly Likely	Moderate to Major	Moderate to Major
FLOODING (RIVER OR TIDAL)	Likely	Moderate to Major	Moderate to Major
HURRICANE	Occasional	Moderate	Moderate
TORNADO	Occasional	Moderate to Major	Moderate to Major
WILDFIRE	Unlikely	Limited	LIMITED TO MODERATE
WINTER STORM/ICE	Occasional	Major	Major to Moderate
<i>TECHNOLOGICAL</i>			
DAM FAILURE	Unlikely	Major	Major
ENERGY/FUEL SHORTAGE	Occasional	Limited	Limited
HAZMAT/OIL SPILL (FIXED SITE)	Highly Likely	Limited to Major	Limited to Major
HAZMAT/OIL SPILL (TRANSPORT)	Highly Likely	Limited to Major	Limited to Major
MAJOR STRUCTURAL FIRE	Occasional	Limited	Limited
Water System Failure	Occasional	Limited to Major	Limited to Major
<i>SECURITY</i>			
CIVIL DISORDER	Occasional	Limited to Major	LIMITED TO MAJOR
Enemy Military Attack	Unlikely	MAJOR	Major
TERRORISM/DOMESTIC	Occasional	MAJOR	Limited to Major

SAMHD-UHS Emergency Response Synchronization Annex

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. San Antonio Metro Health District

1. SAMHD will provide qualifications required and the number of personnel in each job category to UHS.
2. SAMHD will designate training needs for the UHS staff assigned to the response teams and assist in obtaining the needed training.
3. SAMHD will review UHS Identified staff to assure responders receive necessary training from SAMHD or coordinating agencies.

B. Bexar County Hospital District-University Health System

1. UHS will staff appropriately trained personnel from UHS ambulatory facilities in support of an emergency response declaration by the Director of SAMHD.
2. UHS will identify staff designated for participation on POD/shelter teams, triage teams, or medical response teams.
3. UHS will develop response teams to meet established SAMHD resource needs.
4. UHS will participate in all hazards event exercises in conjunction with City and County departments to better coordinate response activities
5. UHS will provide a liaison to the SAMHD Incident Command Post to coordinate activities during all hazards events in cases where the Regional Medical Operations Center (RMOC) is not activated.

VII. DIRECTION AND CONTROL

A. Public Health Emergency Notification

1. In an emergency response event, the San Antonio Metropolitan Health District (SAMHD) would access the necessary University Health System (UHS) staffing resources as set forth in the agreement.
2. Both agencies will maintain a notification/call-down roster. The rosters will be exercised bi-annually and revised as needed. UHS will share their roster with the SAMHD Emergency Manager; SAMHD will share its roster with the UHS Emergency Manager.
3. To achieve optimal efficiency, SAMHD will communicate the request via landline telephone; however, should traditional systems be compromised or

SAMHD-UHS Emergency Response Synchronization Annex

inaccessible SAMHD may use other communication systems such as cellular phone, 800 MHz radios, or satellite phones. SAMHD will formally request in writing, however, a written request is not to initiate the response.

4. To initiate the agreement between the SAMHD and UHS for staffing resources, the San Antonio Metropolitan Health District's Director of Health, or Designee, would contact the University Health System CEO, or Designee, using the methods listed above. A written request for UHS staffing shall follow within 24 hours of the oral request. This request shall include the staffing resource(s), the number of each requested, and a summary of the event to date.
5. In the event of the absence of the SAMHD Director, the SAMHD Assistant Directors shall have authority to request UHS resources during a public health emergency.
6. In the event of the absence of the UHS President/CEO, the Administrator on call shall have authority to provide UHS resources during a public health emergency. The designated UHS Administrator on call can be reached through the UHS operator at 358-4000.

B. Public Health Emergency Response

1. The Public Health Emergency Response will be phased according to the number of shelters/pods requiring activation. A Phase I response is < 5 Shelters/Pods; A Phase II response is 6 to 10 Shelters/Pods; A Phase III response is > 10 Shelters/Pods.
2. Public health leadership, to include declaring a public health emergency, is the responsibility of the Local Health Authority and Director, San Antonio Metropolitan Health District (SAMHD).
3. SAMHD will fill, with full-time staff, the primary leadership positions at each SAMHD disaster response site, Strategic National Stockpile (SNS) Point of Dispensing Sites (PODS), and all hazard shelters.
4. University Health System (UHS) will staff appropriately trained personnel from UHS facilities in support of an emergency response declaration by the SAMHD. SAMHD will provide the UHS Emergency Preparedness Department with a list of qualifications required and the number of personnel in each job category, and UHS will develop response teams to meet those needs. SAMHD will designate training needs for the UHS staff assigned to the response teams and assist in obtaining the needed training.
5. UHS will identify staff designated for participation on POD/shelter teams, triage teams, or medical response teams.

SAMHD-UHS Emergency Response Synchronization Annex

6. Identified staff will be reviewed by SAMHD to assure responders receive necessary training from SAMHD or coordinating agencies. UHS will participate in all hazards event exercises in conjunction with City and County departments to better coordinate response activities.
 7. UHS will provide a liaison to the SAMHD Incident Command Post to coordinate activities during all hazards events in cases where the Regional Medical Operations Center (RMOC) is not activated.
 8. Identified staff members will be made available by UHS for training conducted by SAMHD or coordinating agencies on the roles specified; however, the training required by SAMHD does not necessarily extend to the remainder of UHS employees. UHS will ensure that these identified staff members, and others that may be identified as necessary in the future, maintain the training necessary to serve in this capacity for any all hazard emergency response. This will include such competencies in Incident Command System (ICS), Strategic National Stockpile (SNS), all hazards event response to include hurricane response, CHEM-pack and radiological response, and others as recommended by SAMHD.
 9. Acquiring additional staff to fulfill SAMHD emergency preparedness responsibilities will be conducted through existing regional response entities and structures such as the Regional Medical Operations Center, Bexar County Medical Society and the Medical Volunteer Coordinating Committee. These personnel include but are not exclusively represented by UHS staff.
 10. The RMOC, at the direction of SAMHD, will coordinate the distribution of state and federal pre-positioned supply and equipment caches. Any additional supplies and equipment provided by local healthcare institutions (including UHS) will be inventoried for accountability and reimbursement.
 11. UHS will be required to maintain all redundant communications systems (including satellite phones, 800 MHz radios and wireless WebEOC) to support emergency preparedness and response activities, regardless of future availability of grant funding.
- C. Public Health Emergency Preparedness
1. When requested by SAMHD, UHS will facilitate consultation with infectious disease, nuclear medicine, and other expert physicians for the purposes of public health preparedness planning (e.g. pandemic influenza planning) to include laboratory consultation for certain epidemiological investigations.
 2. In accordance with the emergency privileging process outlined in the UHS Bylaws of the Medical – Dental Staff, SAMHD providers will be given access to pharmacy, imaging and laboratory services of the Health System. In all

SAMHD-UHS Emergency Response Synchronization Annex

instances, the situation must be declared a public health emergency by the Director of Health, San Antonio Metropolitan Health District. The University Health System and SAMHD will pursue all avenues to achieve reimbursement for any expenses involved. Distribution of bulk pharmaceuticals pre-positioned at UHS will require approval by the appropriate state or federal agency.

3. UHS will participate in planning for mass casualty events in conjunction with SAMHD and the Bexar County Medical Examiner's Office.

VIII. ADMINISTRATION AND SUPPORT:

- A. Supplies & Equipment: The RMOC, at the direction of SAMHD will coordinate the distribution of state and federal pre-positioned supply and equipment caches.
 1. Any additional supplies and equipment provided by local healthcare institutions (including UHS) will be inventoried for accountability and reimbursement.
 2. SAMHD will be responsible and provide equipment and supplies to UHS staff that are integrated with any SAMHD disaster response site; Strategic National Stockpile (SNS) Point of Dispensing Sites (PODS); all hazard shelter or other event that SAMHD has responsibility.
- B. Communication: UHS will be required to maintain all redundant communications systems (including satellite phones, 800 MHz radios and wireless WebEOC) to support emergency preparedness and response activities, regardless of future availability of grant funding.

SAMHD-UHS Emergency Response Synchronization Annex

IX. APPROVAL AND IMPLEMENTATION

Approval Date:

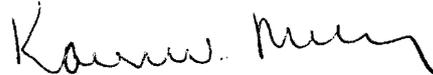


Fernando A. Guerra, M.D., M.P.H.
Director of Health
San Antonio Metropolitan Health District



George Hernandez
President/CEO
University Health System

Approved As To Form:



Karen W. McMurry,
Vice President
Legal Services & Risk Mgmt

SAMHD-UHS Emergency Response Synchronization Annex

X. ATTACHMENTS

Attachment 1: San Antonio Metropolitan Health District - University Health System
Emergency Preparedness Response Team Staffing Summary

Attachment 2: San Antonio Metropolitan Health District - University Health System
Emergency Preparedness Response Team Structures

Attachment 3: Shelter Response Positions, Job Descriptions and Responsible Agency.

Attachment 4: SNS/POD Response Positions, Job Descriptions and Responsible
Agency.

SAMHD-UHS Emergency Response Synchronization Annex

Attachment 1: San Antonio Metropolitan Health District - University Health System
Emergency Preparedness Response Team Staffing Summary

Response Unit	Expected Maximum Number of Locations	UHS Staff per Location	SAMHD/Other Staff per Location	Total Staff if All Locations Activated
Shelter Teams	14	2	4 or more	84 or more
Shelter Triage Teams	3	4	0	12
Points of Dispensing (POD)/SNS Teams	26	3	79	2,132
Biodetection Systems Medical Team	1	8	0	8
Medical Response Teams – Type I	Number of location will vary based upon event	9	0	Number will vary based upon event
Medical Response Teams – Type II	Number of location will vary based upon event	5	0	Number will vary based upon event
Medical Response Teams – Type III	Number of location will vary based upon event	8	0	Number will vary based upon event
Medical Response Teams – Type IV	Number of location will vary based upon event	3	0	Number will vary based upon event

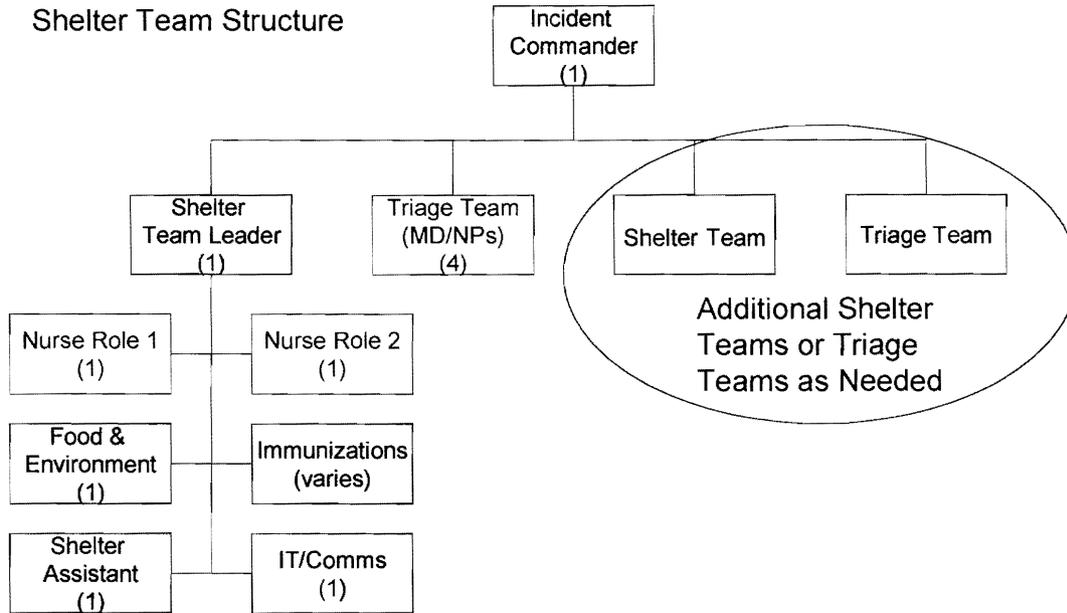
*** All staff figures noted above are per shift**

This staffing summary will be the basis for emergency staff training and response planning. Actual staff assignments may vary (up or down) depending on the nature of the emergency and other community needs requiring the resources of the University Health System and/or the San Antonio Metropolitan Health District. The Health Authority will identify staffing resource needs during public health emergencies to effectively prioritize response activities.

SAMHD-UHS Emergency Response Synchronization Annex

Attachment 2: San Antonio Metropolitan Health District - University Health System Emergency Preparedness Response Team Structures

Shelter Team Structure

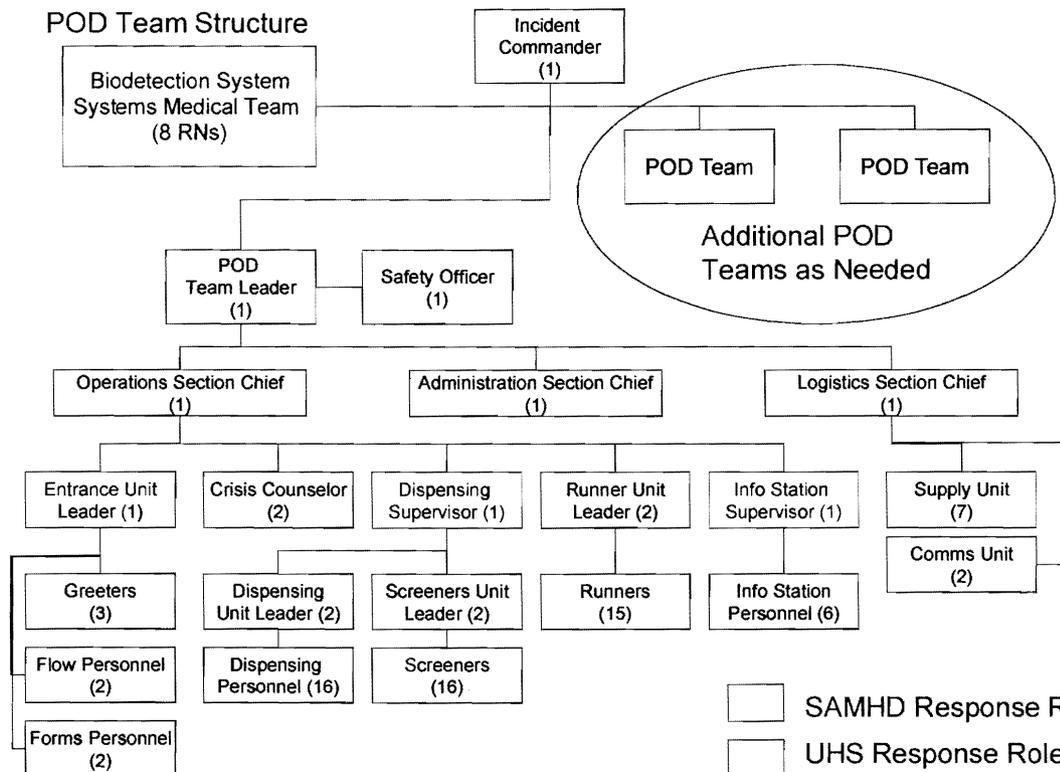


Note: Nurse Role 1 to be filled by a Public Health Nurse Supervisor during the day shift and by a Senior Public Health Nurse during the night shift

Nurse Role 2 to be filled by a Public Health Nurse during the day shift and by a LVN during the night shift

SAMHD Response Role
 UHS Response Role

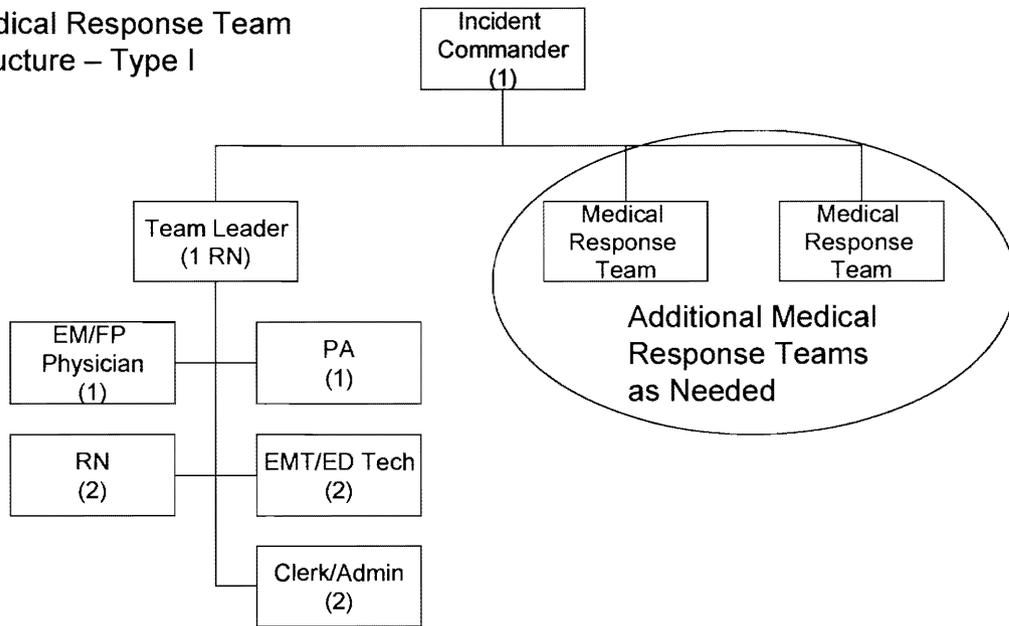
POD Team Structure



SAMHD Response Role
 UHS Response Role

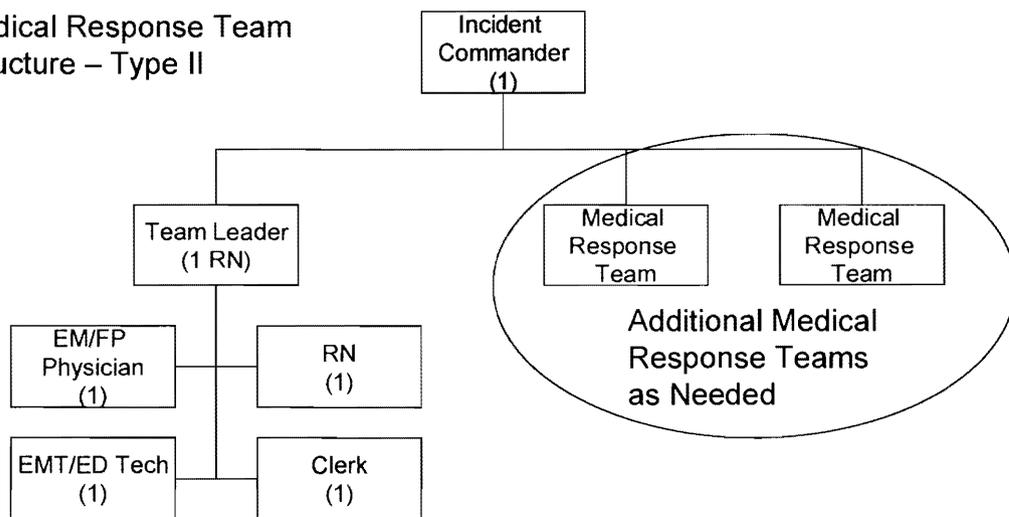
SAMHD-UHS Emergency Response Synchronization Annex

Medical Response Team Structure – Type I



SAMHD Response Role
 UHS Response Role

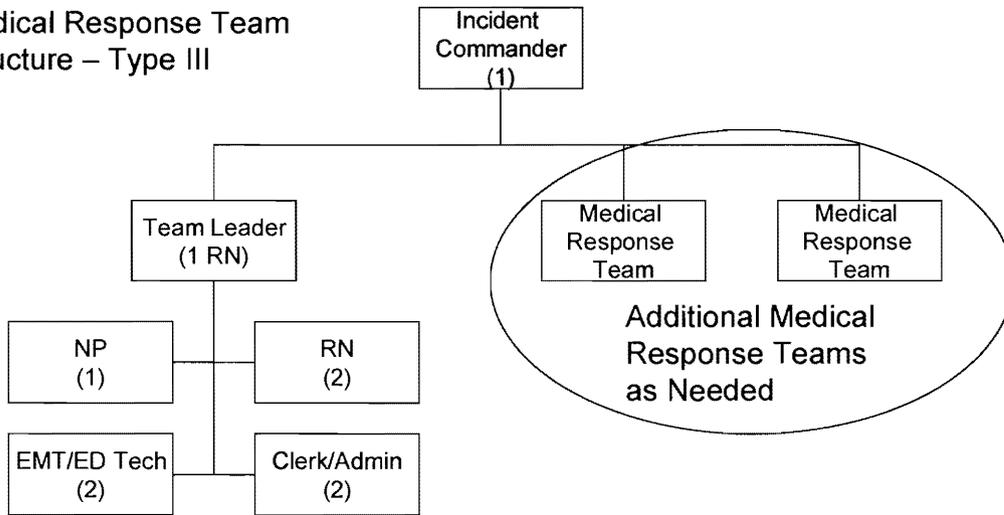
Medical Response Team Structure – Type II



SAMHD Response Role
 UHS Response Role

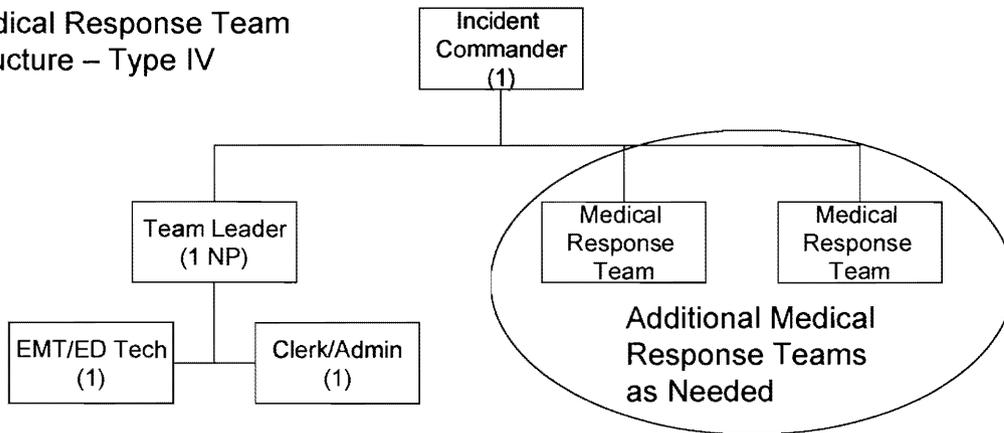
SAMHD-UHS Emergency Response Synchronization Annex

Medical Response Team Structure – Type III



SAMHD Response Role
 UHS Response Role

Medical Response Team Structure – Type IV



SAMHD Response Role
 UHS Response Role

SAMHD-UHS Emergency Response Synchronization Annex

Attachment 3: Shelter Response Team Positions, Job Descriptions and Responsible Agency

	Position and Job Description	SAMHD	UHS
S1.	<p>Incident Commander/Site Manager – the Incident Commander has overall responsibility for managing the Shelters. The Incident Commander has responsibility for insuring incident safety, providing information to the EOC. The Incident Commander also:</p> <ul style="list-style-type: none"> • Sets objectives and priorities • Maintains overall responsibility for operations • Assures that the Communication Unit assigns radios to appropriate staff • Maintains a Log Book outlining Activities during the Operational period for the Management Section • Completes an After Action Report for the Management Section 	X	
S2.	<p>Shelter Team Leader – Responsible for orienting and deploying staff to their specific roles. Provides technical assistance and guidance to the triage team. Endeavors to maintain a smooth flow of operations. Assures proper information is communicated by maintaining a presence in the triage area. Communicates any requirements for staffing or supplies to the SAMHD ICP.</p> <ul style="list-style-type: none"> • First on Site: Secure MSS section configuration, identifying space for Q&I in conjunction with the ARC Shelter Supervisor • Relieving Previous Command: review configuration for necessary changes/updates • Identify security and emergency contact numbers during beginning of shift briefing • Activate and/or restock Hurricane Jump Kits for immediate emergency supplies & usage • Conduct briefing with your shift of staff: review protocols, PPE & command and control procedures-required for all new staff in MSS • Utilize 800 mega hertz radio for communication with SAMHD EOC in conjunction with cell phones, land lines, web and fax • Maintain good hygiene practices throughout MSS at all times. Ensure use of Standard Precautions @ minimum, or higher level of precaution as necessary • Coordinates Environmental Services activities throughout shelter in conjunction with SAMHD ICP- to ensure sanitation of MSS • Report all incidents to shelter manager and SAMHD ICP. Institute corrective measures immediately • Monitor Public Health Events board/ WEB EOC throughout shift for incidents and shelter updates. Make postings as necessary regarding the MSS status • Safely store and maintain confidentiality of all patient records. Coordinate the development & maintenance of record filing system with off-going Triage Command • Provide guidance to the assigned public health nurse on the triage of patients to the proper medical section for their needs • Coordinate the activities of MSS with the ARC shelter supervisor • Handle media inquiries in coordination with SAMHD ICP • VERIFY Mental Health Narcotic Control Measures (Double locked box, secure & monitored location with drug counts each shift change) • Review for accuracy the EMS Transfer Log. Fax to SAMHD ICP • Review for accuracy the Pharmacy Log. Fax to SAMHD ICP • Review for accuracy the Patient Sign-In Log. Fax to SAMHD ICP • Brief oncoming Triage Command on all current activities of the MSS, including any incidents and needs 	X	
S3.	<p>Shelter - Public Health Nurse Supervisor - Supports functions of the Shelter Team Leader (STL). Provides direction to clients to maintain smooth flow of MSS operations. Communicates requirements for MSS triage to Shelter Team Leader. This position generally leads the daytime medical/acute care shift</p> <ul style="list-style-type: none"> • Assist with set up of MSS • Attend briefing by Shelter Team Leader. Contribute information as pertinent. • Locate listing or develop listing of emergency numbers: security/ fire /EMS 		X

SAMHD-UHS Emergency Response Synchronization Annex

	<ul style="list-style-type: none"> • Under direction of STL, activate and/or restock Hurricane Jump Kits for immediate emergency supplies and usage • Maintain Cleanliness and Organization of MSS triage area. Place sharps containers/ biohazard bags as needed. Identify waste receptacles needing emptying to environmental services. • Maintain good hygiene practices in MSS and Triage area at all times. (hand washing, area sanitizing, donning/ doffing of gloves, gowns/ shields appropriately)Ensure use of standard precautions @ minimum or higher level of precautions as necessary. • Greets clients appropriately (Hi MR. X. What medical problem do you have that needs attention at this time?), provides assistance with necessary forms, triages clients to appropriate areas for medical care (Ability to triage as non-urgent, urgent and emergent) within limits of the MSS- referring those needing emergent care to the Triage Command or physician on duty (or directly to EMS if warranted e.g. acute chest pain/ facial droop- loss of speech/ respiratory distress/ impending childbirth) • Makes referrals for use of Prescription Cross Reference or Location of Dialysis clinics to IT as necessary • Monitors and replenishes supplies of forms needed in triage area by request from Triage Command, or by copying forms as needed (ensure that enough forms are available to maintain the next shift before signing off) • Maintains filing system established by Triage Command and secures all forms and patient logs according to HIPAA standards • Maintains accuracy of all patient logs (Pharmacy- EMS transfer & Triaged Patient Logs) • Refers media inquiries to the STL • Report all incidents to the STL. Institute corrective measures immediately. • Perform other duties as identified by the STL within scope of nursing as necessary to ensure operations within the MSS • Confirm faxing of current Triage, Pharmacy and Transfer Logs to SAMHD IC • Provide Triage Specific Briefing to on-coming Public Health Nurse performing this duty 		
<p>S4.</p>	<p>Shelter - Senior Public Health Nurse - Supports functions of the Shelter Team Leader (STL). Provides direction to clients to maintain smooth flow of MSS operations. Communicates requirements for MSS triage to Shelter Team Leader. This position generally leads the night time medical/acute care shift</p> <ul style="list-style-type: none"> • Assist with set up of MSS • Attend briefing by Shelter Team Leader. Contribute information as pertinent. • Locate listing or develop listing of emergency numbers: security/ fire /EMS • Under direction of STL, activate and/or restock Hurricane Jump Kits for immediate emergency supplies and usage • Maintain Cleanliness and Organization of MSS triage area. Place sharps containers/ biohazard bags as needed. Identify waste receptacles needing emptying to environmental services. • Maintain good hygiene practices in MSS and Triage area at all times. (hand washing, area sanitizing, donning/ doffing of gloves, gowns/ shields appropriately)Ensure use of standard precautions @ minimum or higher level of precautions as necessary. • Greets clients appropriately (Hi MR. X. What medical problem do you have that needs attention at this time?), provides assistance with necessary forms, triages clients to appropriate areas for medical care (Ability to triage as non-urgent, urgent and emergent) within limits of the MSS- referring those needing emergent care to the Triage Command or physician on duty (or directly to EMS if warranted e.g. acute chest pain/ facial droop- loss of speech/ respiratory distress/ impending childbirth) • Makes referrals for use of Prescription Cross Reference or Location of Dialysis clinics to IT as necessary • Monitors and replenishes supplies of forms needed in triage area by request from Triage Command, or by copying forms as needed (ensure that enough forms are available to maintain the next shift before signing off) 		<p align="center">X</p>

SAMHD-UHS Emergency Response Synchronization Annex

	<ul style="list-style-type: none"> • Maintains filing system established by Triage Command and secures all forms and patient logs according to HIPAA standards • Maintains accuracy of all patient logs (Pharmacy- EMS transfer & Triage Patient Logs) • Refers media inquiries to the STL • Report all incidents to the STL. Institute corrective measures immediately. • Perform other duties as identified by the STL within scope of nursing as necessary to ensure operations within the MSS • Confirm faxing of current Triage, Pharmacy and Transfer Logs to SAMHD IC • Provide Triage Specific Briefing to on-coming Public Health Nurse performing this duty 		
S5.	<p>Shelter - Public Health Nurse – Assist the Public Health Nurse Supervisor/Senior Public Health Nurse in all duties assigned. This position is generally associated with the daytime shift.</p> <ul style="list-style-type: none"> • See attached “Public Health Nurse Supervisor/Senior Public Health Nurse” job description • Monitor needs and activities of the medical special needs evacuees within the shelter • Coordinate referrals MSS evacuee from the General Population Shelter to a MSN Shelter if required 		X
S6.	<p>Shelter - Licensed Vocational Nurse - Assist the Public Health Nurse Supervisor/Senior Public Health Nurse in all duties assigned. This position is generally associated with the night time shift.</p> <ul style="list-style-type: none"> • See attached “Public Health Nurse Supervisor/Senior Public Health Nurse” job description • Monitor needs and activities of the medical special needs evacuees within the shelter • Coordinate referrals MSS evacuee from the General Population Shelter to a MSN Shelter if required 		X
S7.	<p>Shelter - IT/Communications – Responsible for initiating and maintaining the General Population Shelter’s Medical Station’s communications with the Incidents Command Team. Maintains situation awareness, communicates the Medical Station’s need, researches prescription needs, and maintains employee/volunteer time in/out logs.</p> <ul style="list-style-type: none"> • Assist in the set up of the MSS, installing or personally inspecting all IT equipment <i>or</i> perform inspection of current set-up if relieving previous shift • Locate listing of emergency/ security numbers • Locate listing of IT back-up/ support numbers • Establish and maintain connectivity with WEB-EOC. Periodically (e.g. Every 30min) relay postings to the Shelter Team Leader • Initiate and maintains Cellular Phone, faxes, 800 MHz, and walkie-talkie communications • Assigns radios to appropriate staff • Maintains a Communications Message record • Perform Web- based medication cross reference via IcerX.com as requested by MSS Physician/ Shelter Team Leader • Establish & maintain 1-800 phone# to aid clients in the location of Dialysis clinics (landline/ cell phone) at the request of the MSS Physician/ Provider or Shelter Team Leader • Perform faxing of Prescriptions & patient care logs as requested by MSS Physician/Provider or Shelter Team Leader • Set up and maintain rapid tag system for all employees in the MSS- may delegate scanning and printing of IDs to lay staff if periodic oversight is established • Assist the Shelter Team Leader in communicating resource needs and communicate situational activities as they are received. • Maintains working order of all IT equipment and log IT resource assignments • Ensure that Pharmacy, Triage and Transfer logs have been faxed to SAMHD IC • Brief oncoming Information Technologist with pertinent information as needed: Tasks to be completed, status of inquiries, equipment status, changes in contact numbers/ logons/ websites 	X	
S8.	<p>Shelter - Triage Team – Responsible for triaging evacuees with medical special needs in</p>		X

SAMHD-UHS Emergency Response Synchronization Annex

	<p>accordance with the state hurricane response plan and referring those individuals to the appropriate shelter to accommodate the individual's needs.</p> <ul style="list-style-type: none"> • Level 0: Persons who have no medical need, but require transportation assistance for evacuation (i.e., homeless and persons who do not own a car) • Level 1: Persons dependent on others or in need of others for routine care (eating, walking, toileting, etc.) and children under 18 without adult supervision. • Level 2: Persons with physical or developmental disabilities such as blindness, significant hearing impairment, amputation, deaf/blind, and mental retardation. • Level 3: Persons requiring assistance with medical care administration, monitoring by a nurse, dependent on equipment (including dialysis), assistance with medications, and mental health disorders. • Level 4: Persons outside an institutional facility care setting who require extensive medical oversight (i.e. IV chemotherapy, ventilator, life support equipment, hospital bed and total care, morbidly obese). • Level 5: Persons in institutional setting such as hospital, long-term care facilities, assisted living facilities, and state schools. 		
S9.	<p>Shelter - Food & Environment – Responsible for monitoring the food, environmental health, and sanitation of the General Population and Medical Special Needs Shelter</p> <ul style="list-style-type: none"> • Monitor food preparation and waste disposal • Monitor hand washing facilities for adequate supplies and coordinate resource needs with Shelter Supervisor • Monitor vector activities and report needs to the Shelter Team Leader • Monitor shelter sanitation and report needs to the Shelter Team Leader 	X	
S10.	<p>Shelter - Immunizations – Responsible immunizing evacuees as the situation requires.</p> <ul style="list-style-type: none"> • Initiate and maintain Patient Information Forms, Consent for Treatment, and Immunization Log • Maintain vaccine requirements and monitor refrigeration temperature as required • Communicate resource needs to the Shelter Team Leader • Monitor biohazard us waste (i.e. sharps) and coordinate disposal needs with the Shelter Team Leader 	X	
S11.	<p>Shelter Assistant – Responsible for assisting the Shelter Team Leader as necessary, or any agency/personnel within the Medical Station.</p>	X	

SAMHD-UHS Emergency Response Synchronization Annex

Attachment 4: SNS/POD Response Team Positions, Job Descriptions and Responsible Agency

	Position and Job Description	SAMHD	UHS
P1.	<p>Incident Commander/Site Manager – the Incident Commander has overall responsibility for managing the POD. The Incident Commander has responsibility for insuring incident safety, providing information to the COSA SNS Coordinator and/EOC. The Incident Commander also:</p> <ul style="list-style-type: none"> • Sets objectives and priorities • Maintains overall responsibility for POD operations • Assures that the Communication Unit assigns radios to appropriate staff • Maintains a POD Log Book outlining Activities during the Operational period for the Management Section • Completes an After Action Report for the Management Section 	X	
P2.	<p>POD Team Leader – Responsible for orienting and deploying staff to their specific roles. Provides technical assistance and guidance to the triage team. Endeavors to maintain a smooth flow of operations. Assures proper information is communicated by maintaining a presence in the triage area. Communicates any requirements for staffing or supplies to the SAMHD ICP.</p> <ul style="list-style-type: none"> • First on Site: Secure MSS section configuration, identifying space for Q&I in conjunction with the ARC Shelter Supervisor • Relieving Previous Command: review configuration for necessary changes/updates • Identify security and emergency contact numbers during beginning of shift briefing • Activate and/or restock Hurricane Jump Kits for immediate emergency supplies & usage • Conduct briefing with your shift of staff: review protocols, PPE & command and control procedures-required for all new staff in MSS • Utilize 800 mega hertz radio for communication with SAMHD EOC in conjunction with cell phones, land lines, web and fax • Maintain good hygiene practices throughout MSS at all times. Ensure use of Standard Precautions @ minimum, or higher level of precaution as necessary • Coordinates Environmental Services activities throughout shelter in conjunction with SAMHD ICP- to ensure sanitation of MSS • Report all incidents to shelter manager and SAMHD ICP. Institute corrective measures immediately • Monitor Public Health Events board/ WEB EOC throughout shift for incidents and shelter updates. Make postings as necessary regarding the MSS status • Safely store and maintain confidentiality of all patient records. Coordinate the development & maintenance of record filing system with off-going Triage Command • Provide guidance to the assigned public health nurse on the triage of patients to the proper medical section for their needs • Coordinate the activities of MSS with the ARC shelter supervisor • Handle media inquiries in coordination with SAMHD ICP • VERIFY Mental Health Narcotic Control Measures (Double locked box, secure & monitored location with drug counts each shift change) • Review for accuracy the EMS Transfer Log. Fax to SAMHD ICP • Review for accuracy the Pharmacy Log. Fax to SAMHD ICP • Review for accuracy the Patient Sign-In Log. Fax to SAMHD ICP • Brief oncoming Triage Command on all current activities of the MSS, including any incidents and needs 	X	
P3.	<p>POD Operations Section Chief - Conducts technical/tactical operations in executing the dispensing plan. Develops objectives, organizes and directs technical/tactical resources as necessary. The POD Operations Section:</p>	X	

SAMHD-UHS Emergency Response Synchronization Annex

	<ul style="list-style-type: none"> • Conducts operations to carry out the plan • Directs resources • Oversees waste control • Ensures POD traffic control formulating objective in coordination with the Incident Commander and Planning Chief • Maintains a Unit Log Book outlining activities during the operational period for the section • Completes an After Action Review • Consults with and assists the senior medical official present as necessary 		
P4.	<p>POD Greeters – Greeters are responsible for keeping the dispensing lines moving smoothly. Greeters should be placed between each station in the POD Flow directing residents to the appropriate station.</p> <ul style="list-style-type: none"> • Provide special Assistance or information upon entrance • Monitor resident lines and enforce POD rules • Assist the residents as necessary maintaining calm and providing reassurances • Direct any symptomatic residents to the nearest hospital. 	X	
P5	<p>POD Forms Station Personnel - The Forms Station personnel are responsible for ensuring residents pick up the necessary forms, clipboards, and pencils and proceed to the next station when directed.</p> <ul style="list-style-type: none"> • Draws residents attention to any instructions/signs • Assists in keeping lines moving smoothly • Assists with any language barriers when possible • Notifies POD Operations Chief when forms/supplies are running low • Reports to the POD Operations Chief 	X	
P6.	<p>POD Entrance Personnel Unit Leader – The POD Entrance Personnel Unit Leaders is responsible for overseeing activities occurring at check-in line/facility entrance.</p> <ul style="list-style-type: none"> • Ensure direct reports understand their tasks • Serve as a liaison by providing information regarding direct reports to Operation Chief and disseminating information from Operations Chief to direct reports • Refer adult mentally challenged residents or children under age 16 who self present without adult supervision to Crisis Counselor 		X
P7.	<p>POD Entrance Personnel Triage/Screeners – The Entrance personnel are responsible for ensuring that the residents complete the required forms answering the four basic health screening questions. Those who answer yes to the four questions are directed to the Dispensing Station. Those who have medical conditions preventing them from answering yes to all four questions will be directed to the Special Assistance or Information Station for assistance.</p> <ul style="list-style-type: none"> • Draw residents’ attention to instructional signage or direct them to the Information or Special Assistance Station. • Direct parents of children under nine (9) to the Special Assistance Section • Assists in keeping the lines moving. • Review resident’s history for contraindications • Direct to medical evaluator, if necessary due to contraindications • Direct to vaccination/prophylaxis, if no contraindications • Reports to the Operations Chief 	X	
P8.	<p>POD Special Assistance Station Supervisor – Responsible for overseeing the Special Assistance Station. Ensures that the Special Assistance Station Personnel indicate the correct medication for those requiring Special Assistance.</p> <ul style="list-style-type: none"> • Monitors Information Form levels. Advises Operations Chief when low • Ensures that the Station Personnel are performing duties as assigned • Assists in keeping lines moving smoothly • Assists with any language barriers when possible • Reports to the POD Operations Chief 	X	

SAMHD-UHS Emergency Response Synchronization Annex

	The Special Assistance Station Supervisor is recommended to have medical expertise, such as Registered Nurse, Licensed Vocational Nurse, Physician, Physician's Assistant.		
P9.	<p>POD Special Assistance Personnel - Responsible for addressing the medical conditions and medications needs of parents of children under the age of nine (9), breastfeeding women and persons who report breathing difficulties if given Doxycycline and/or Ciprofloxacin. Refer to the Special Assistance Flow Chart to determine the appropriate medication. Direct any medical question to the POD Special Assistance Station Supervisor. POD Special Assistance Personnel also:</p> <ul style="list-style-type: none"> • Logs the weight of children under the age of nine (9) in the Information Form • Provide Information forms to the residents • Directs residents to the Dispensing Station with Information Form on how to medicate. • Assists in keeping lines moving smoothly. • Reports to the POD Special Assistance Supervisor • Assist with any language barriers referring to Information Station to translator service. • Evaluate and provide information to residents referred by the screeners • Determine appropriate prophylaxis/vaccination options or deferral • Direct to appropriate treatment station or facility if symptomatic <p>It is recommended that POD Special Assistance Personnel have medical expertise such as Physicians, Registered Nurses, Licenses Vocational Nurses, Physician's Assistants, Medical Students and 3rd and 4th year Pharmacy Students.</p>	X	
P10.	<p>POD Information Station Supervisor – Oversees Information Station/Personnel.</p> <ul style="list-style-type: none"> • Assist Information Station Personnel in addressing medical conditions and medication needs of parents of children under 9 years old, nursing mothers, and persons who report adverse reactions given Doxycycline and/or Ciprofloxacin. Consult with Dispensing Supervisor as necessary. 		X
P11.	<p>POD Information Station Personnel – Provide assistance to residents providing medication information and referring non-English speaking to the translator service.</p> <ul style="list-style-type: none"> • Answer any final questions and remind residents to keep and follow all instructions received • Inform all to report adverse reactions to their respective medical provider 	X	
P12.	<p>Crisis Counselors – Counseling experience required (Mental Health Workers, Social Workers, School Counselor, and Clergy) to assist the worried well.</p> <ul style="list-style-type: none"> • Provide crisis counseling for residents and staff • Observe residents and staff for signs of fear, anger, frustration and attempt to provide comfort • Monitor the environment alerting Security or Safety Officer of concerns or potential violent situations. • Coordinate the prophylaxis/vaccination of adult mentally challenged residents or minor children who self present without adult or guardian supervision. Client will be evaluated licensed medical evaluators and prophylaxed/vaccinated with written instruction for follow-up care. 	X	
P13.	<p>Dispensing Station Supervisor –</p> <ul style="list-style-type: none"> • Oversees the dispensing function. • Monitors stock level on floor notifies runners to replenish. • Cover for personnel who must leave their station. • Approve requests for issuing more than 8 bottles of oral medication per resident. • Assist Screeners and Dispensing Personnel with any medical/technical issues. • Coordinate with Crisis Counselors to prophylaxis of adult mentally challenged residents or children under age 16 who self present without adult supervision. • Ensures Dispensing Personnel are performing their duties as assigned. 		X
P14.	POD Dispensing Station Personnel – Hand medication out to the residents providing the	X	

SAMHD-UHS Emergency Response Synchronization Annex

	<p>number of bottles that are requested not to exceed the 8 bottles per family limit.</p> <ul style="list-style-type: none"> • Verify that consent forms are signed • Collect Screening and Consent for pick up by runners • Address any questions or refer to Information Station • Direct residents to Exit 		
P15.	<p>POD Logistics Chief – Supervises all logistical activities. Coordinates receiving and managing inventory within the POD, requesting re-supply through the COSA SNS Coordinator or RSS as directed. Supports the POD operation providing supplies and equipment, communications, food service, transportation, POD set up and take down.</p> <ul style="list-style-type: none"> • Maintains ingoing and outgoing records • Maintains a record of residents processed for Incident Commander • Ensures that all medication is stored properly • Upon demobilization, recovers all remaining SNS assets and prepare for return as directed • Completes After Action Report for Logistics Station 	X	
P16.	<p>POD General Logistics Personnel – Coordinates receipt and possible breakdown of inventory from the RSS site and manages inventory with in the POD. Maintains inventory records tracking when material is depleted and requires re-supply.</p> <ul style="list-style-type: none"> • Review Inventory Control Procedures • Obtain inventory control tools/forms/records • Receive and process SNS material received form the RSS site • Manage stock levels and perform location maintenance • Ensure controlled access to pharmaceutical supplies and medications • Communicate with Logistics Chief reporting inventory levels on an hourly basis 	X	
P17.	<p>POD Communications Unit – Monitors and controls radio traffic, keeps radio batteries charges and maintains a written log of who has a radio and radio channels.</p> <ul style="list-style-type: none"> • Assigns radios to appropriate staff • Maintains a Communications Message record 	X	
P18.	<p>POD Administration Section Chief - Responsible for ensuring all site personnel, volunteers, and patient records are correctly kept. Monitors cost related to the incident providing accounting, procurement, time recording, cost analysis, and compensation for injury or damages.</p> <ul style="list-style-type: none"> • Monitor costs • Provide accounting figures • Maintain a ledger of accounts • Keep Log Book outlining significant events during the operational period • Reports to the Incident Commander 	X	
P19.	<p>POD Planning Section Chief – Responsible for preparing and document the POD Incident Action Plan (IAP) to accomplish the objectives. Collects and evaluates information, maintains resources status, and documents all incidents.</p> <ul style="list-style-type: none"> • Develops Incident Action Plan • Collects and evaluates information • Maintains a file of Section Log Books • Addresses issues and brings matters to the Incident Commander requiring attention • Collects AAR from all POD sections • Assists and reports to the Incident Commander 	X	
P20.	<p>Biodetections Systems Medical Team – Responsible for forms collection, screening to determine appropriate treatment regime, and dispensing antibiotics.</p> <ul style="list-style-type: none"> • Consent Forms and Patient Dispensing forms collection. • Screen patients antibiotic needs in accordance to the treatment algorithm • Dispense antibiotic medications and log lot number and expiration dates as required 		X



CMS or Ordinance Number: CN4600007093

TSLGRS File Code:1000-25

Document Title:
CONT - 4600007093

Commencement Date:
4/1/2008

Expiration Date:
8/31/2008

3.2 Consultant will statistically analyze data collected from the pre and post test of educational tool kit. The preliminary report is due by July 15, 2008 with the final report due by August 15, 2008.

3.3 Consultant will participate in all the activities with other team members in the development, supervision and implementation of the intervention of the educational tool kit.

3.4 Consultant will participate in designing survey entitled, "Impact of Promotoras in promoting preconception care in Bexar County" through meetings held with project staff at agreed upon times.

3.5 Consultant will assist SAMHD in managing survey data collection including overseeing the collection of survey data to assure accurate data collection. This includes orientation, observation, and management of survey staff.

3.6 Consultant will participate in writing final report detailing information learned from data collection and analysis. Meetings will be held at agreed upon times both by the Consultant and SAMHD project staff. The Consultant will review and edit final report submitted to the Texas Department of State Health Services prior to August 31, 2008.

3.7 All work performed by Consultant hereunder shall be performed to the satisfaction of Director of City's Health Department. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed twenty thousand dollars (\$20,000.00) as total compensation, to be paid to Consultant as follows:

One-half of the total amount ten thousand dollars (\$10,000.00) mentioned in section 4.1 will be paid on May 15, 2008. The rest of the payment ten thousand dollars (\$10,000.00) will be made to Consultant following written approval of the final work products and services by Director.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in

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

VII. TERMINATION

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

7.2 Termination Without Cause. This Agreement may be terminated by City upon 15 business days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement 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 Agreement:

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

7.4 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement 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. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant'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.

7.4.1 Bankruptcy or selling substantially all of company's assets

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

7.4.3 Performing unsatisfactorily

7.5 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 Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant 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 Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant 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 Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant 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 Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, 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 Consultant for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement 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 of San Antonio
Attn: Fernando A. Guerra, MD. MPH.
San Antonio Metropolitan Health District
332 W. Commerce St. RM 307

If intended for Consultant, to:

Thankam Sunil
7606 Canterfield Road
San Antonio, TX 78240

IX. [Reserved]

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish an original completed Certificate(s) of Insurance, and applicable endorsements, to the City's Health Department, which shall be clearly labeled "Professional Services Agreement for Title V Population-Based Data Synthesis" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's Health Department, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

10.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and for an amount not less than the amount listed below :

<u>TYPE</u>	<u>AMOUNTS</u>
1. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</u>
2. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

10.4 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section 10.6 herein within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

10.5 Consultant agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds, by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

10.6 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, Consultant shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the

Consultant did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of San Antonio
San Antonio Metropolitan Health District
P.O. Box 839966
San Antonio, Texas 78283-3966

10.7 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

10.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

10.9 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

XI. INDEMNIFICATION

11.1 Consultant covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Consultant's activities under this Agreement, including any acts or omissions of Consultant, any agent, officer, director, representative, employee, consultant or subcontractor of Consultant, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT Consultant AND City ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN

ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE City UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.3 Consultant shall promptly advise the City in writing of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: **NONE**. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of San Antonio City Council (hereafter "City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, 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, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third

person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant 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 consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. 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 Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIV. CONFLICT OF INTEREST

14.1 Consultant 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.

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

XV. AMENDMENTS

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

XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement 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 Agreement 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 Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement 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.

XVII. LICENSES/CERTIFICATIONS

17.1 Consultant warrants and certifies that Consultant 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.

XVIII. COMPLIANCE

18.1 Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement 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 Agreement, 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 Agreement 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 XV. 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.

XX. LAW APPLICABLE

20.1 THIS AGREEMENT 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.

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

XXI. LEGAL AUTHORITY

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

XXII. PARTIES BOUND

22.1 This Agreement 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.

XXIII. CAPTIONS

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

XXIV. ENTIRE AGREEMENT

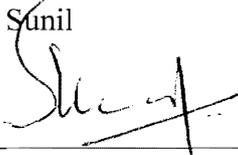
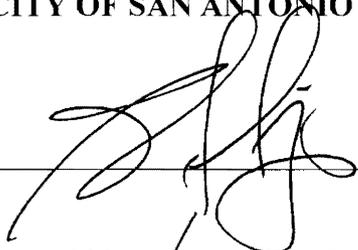
24.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall 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 XV. Amendments.

EXECUTED and AGREED to this the 1st day of April, 2008.

CITY OF SAN ANTONIO

CONSULTANT

Thankam Sunil



Printed Name: **Fernando A. Guerra,
MD, MPH**
Title: **Director of Health**
Date: _____

Printed Name: **Thankam Sunil**
Title: **Consultant**
Date: _____

Approved as to Form:



Michael D. Bernard
City Attorney



CMS or Ordinance Number: CN0040002052

TSLGRS File Code:1025-08-A

Document Title:

CONT - TDSHS 2008-023332-001 Refugee Services, 10/1/07-9/30/08

Commencement Date:

10/1/2007

Expiration Date:

1/31/2008

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and SAN ANTONIO METROPOLITAN HEALTH DISTRICT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2008-023332 (Contract) in accordance with this Amendment No. 001A : REFUGEE, effective 01/31/2008.

This Amendment is necessary due to a decrease in the total contract amount and the revision of the Contract Term End Date due to transfer of contract activities to Bexar County Hospital District dba University Health System.

Therefore, DSHS and Contractor agree as follows:

1 changes at paragraph (1), PROGRAM ATTACHMENT NUMBER CHANGED TO READ AS FOLLOWS:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

1 change at paragraph (9), TERM OF THE CONTRACT CHANGED TO READ AS FOLLOWS:

TERM: 10/01/2007: THRU ~~09/30/2008~~ 01/31/2008

2 changes at paragraph (107), SECTION II. PERFORMANCE MEASURES CHANGED TO READ AS FOLLOWS:

Reporting periods for the biannual reports and due dates are as follows:

PERIOD COVERD	DUE DATE
October - March , <u>January</u>	April, 2008 <u>February 29, 2008</u>
April - September	October 31, 2008

1 change at paragraph (120), SECTION IV. RENEWALS TO READ AS FOLLOWS:

~~DSHS may renew the Program Attachment for up to one (3) additional one year terms, at DSHS's sole discretion.~~ None.

DEPARTMENT OF STATE
HEALTH SERVICES

By: [Signature]
Signature of Authorized Official

03-13-08
Date

Bob Burnette, C.P.M., CTPM
Director
Client Services Contracting Unit
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

SAN ANTONIO METROPOLITAN
HEALTH DISTRICT

By: [Signature]
Signature

3-5-08
Date

Fernando A. Guerra, M.D., MPH
Director of Health

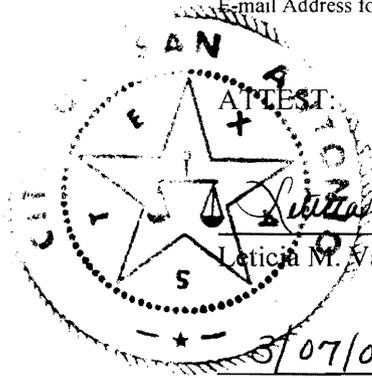
Printed Name and Title

332 West Commerce, Suite 307
Address

San Antonio, Texas 78205
City, State, Zip

210-207-8730
Telephone Number

Fernando.Guerra@sanantonio.gov
E-mail Address for Official Correspondence



[Signature]
Leticia M. Wade, City Clerk

3/07/08
Date

APPROVED AS TO FORM:

[Signature] FOR
Michael D. Bernard, City Attorney

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: REFUGEE

CONTRATOR: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

CONTRACT NO: 2008-023332

CONTRACT TERM: 10/01/2007

THRU: 09/30/2008

BUDGET PERIOD: 10/01/2007

THRU: 01/31/2008

CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$51,240.00	\$23,600.90	\$(27,639.10)
Fringe Benefits	\$20,477.00	\$4,434.31	\$(16,042.69)
Travel	\$690.00	\$0.00	\$(690.00)
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$25,919.00	\$939.36	\$(24,979.64)
Contractual	\$36,000.00	\$17,297.75	\$(18,702.25)
Other	\$972.00	\$333.21	\$(638.79)
Total Direct Charges	\$135,298.00	\$46,605.53	\$(88,692.47)
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$8,197.00	\$4,390.31	\$(3,806.69)
PROGRAM INCOME			
Program Income	\$56,000.00	\$0.00	\$(56,000.00)
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$56,000.00	\$0.00	\$56,000.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$143,495.00	\$50,995.84	\$(92,499.16)
Performing Agency Share	\$56,000.00	\$0.00	\$(56,000.00)
Receiving Agency Share	\$143,495.00	\$50,995.84	\$(92,499.16)
Total Reimbursements Limit	\$143,495.00	\$50,995.84	\$(92,499.16)
JUSTIFICATION			
Decrease in total contract amount and revision of Contract Term End Date due to transfer of contract activities to Bexar County Hospital District dba University Health System.			

Financial status reports are due: 01/31/2008, 03/30/2008

DM



CMS or Ordinance Number: OR00000200801310061

TSLGRS File Code: 1000-05

Document Title:

ORD - TDSHS 2008-023332-001 Refugee Services, 10/1/07-9/30/08

Ordinance Date:
1/31/2008



CMS or Ordinance Number: CN0040002638

TSLGRS File Code:1000-25

Document Title:

CONT - Attachment D to Amendment 2 to Interlocal Agreement with Bexar County,
UHS Male Health Services

Commencement Date:

2/1/2008

Expiration Date:

8/31/2008

Attachment D

Terms and Obligations Related to the Provision of Services Outlined in the Texas Department of State Health Services Title X Infrastructure and Title X Male Involvement Grants

General Provisions

- This agreement is contingent upon approval of the transition of clinical preventive services from SAMHD to UHS by the San Antonio City Council and UHS Board of Managers, and the transfer of Texas Department of State Health Service grant programs from SAMHD to UHS
- This agreement will cover the period of February 1, 2008 (date of transition of clinical preventive health services from SASMHD to UHS) through August 31, 2008 (end of the current grant period) (the "Term"). Decisions regarding future obligations associated with the Title X Infrastructure and Title X Male Involvement grants will be made jointly by UHS and SAMHD at least 90 days in advance of the end of the grant cycle to allow sufficient time for coordination with the Texas Department of State Health Services (DSHS) on future funding applications.
- If additional grant funds are directed to UHS by DSHS for either the Title X Infrastructure or Title X Male Involvement grants, UHS will follow DSHS directive(s) as to how these funds will be applied, which may include increasing the funds provided to SAMHD in support of the project deliverables.

Statement of Work

- Key deliverables for which SAMHD will be responsible are drawn from both the Title X infrastructure grant as well as the Title X Male Involvement grant.
- SAMHD and UHS both agree that neither they, nor any other party designated by them to provide services hereunder, shall perform elective abortion procedures, or contract with, or provide funds to, any individual or entity for the performance of elective abortions.
- SAMHD will disband their Information and Education Committee and Health Advisory Committee supporting Title X activities as of January 31, 2008. It is agreed that UHS will invite all SAMHD committee members to participate in equivalent UHS committees for the remainder of the grant cycle.
- Quality Assurance activities are critical to assuring performance measures are met and improvements are achieved in providing both clinical and population-based preventive health services. To this end, the UHS Vice President of Women's and Preventive Health Services will appoint a representative to serve on the SAMHD Quality Assurance Committee and the SAMHD Assistant Director of Health for Clinical and Population Based Services will appoint a representative to serve on the UHS Women's and Preventive Health Services Quality Assurance Committee.

Male Involvement

- Pursuant to this agreement, SAMHD will provide outreach health information to 2,000 males, ages 15 -25, residing in Bexar County. The health content will

- SAMHD will support UHS in submitting process data required for Texas Department of State Health Services Title X Male Infrastructure Grant Progress Reports (Objectives). SAMHD will submit reports at least two weeks in advance of the UHS report deadlines of March 15, 2008 and August 1, 2008. Process data includes class logs, outreach logs with location and number reached, sample curriculum, summary of pre and post test evaluation, comments regarding successes, weaknesses, and lessons learned.

Budget and Payment Schedule

- UHS will provide \$86,913.00 to SAMHD to fund employee salaries and benefits and to meet associated program expenses to provide the deliverables outlined above.
- In accordance with the DSHS monthly schedule for disbursement of Title X grant funds, SAMHD will submit monthly invoices to UHS as soon as possible following the end of the month and no later than the fifteenth working day of each month.

PM



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ORD - Attachment D to Amendment 2 to Interlocal Agreement with Bexar County,
UHS Male Health Services

Ordinance Date:
1/31/2008