

AN ORDINANCE 2007-03-01-0231

AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TOTALING \$336,254.00 WHICH WILL RENEW SUPPORT FOR THE ONGOING SEXUALLY TRANSMITTED DISEASE (STD) STAFF SUPPORT PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 31, 2007; ADOPTING THE PROGRAM BUDGET; AND APPROVING THE PERSONNEL COMPLEMENT.

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WHEREAS, the Texas Department of State Health Services (TDSHS) provides annual financial assistance to the San Antonio Metropolitan Health District (SAMHD) through several contracts to supplement the delivery of core public health services; and

WHEREAS, generally, these contracts are designed to renew grant programs as their terms expire or support new programs when funding is available; and

WHEREAS, the Sexually Transmitted Disease (STD) Staff Support Program of the SAMHD consists of personnel in the STD Clinic who conduct disease investigation and counseling to control and prevent the spread of sexually transmitted diseases such as syphilis, HIV, gonorrhea, and chlamydia; and

WHEREAS, the SAMHD's STD Clinic provides diagnosis, treatment and partner notification for approximately 11,000 patients each year; and

WHEREAS, this ordinance authorizes the execution of a contract which will provide \$336,254.00 in funding for the ongoing STD Staff Support Program for the period January 1, 2007 through December 31, 2007; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute a contract with the Texas Department of State Health Services totaling \$336,254.00 which will renew support for the ongoing Sexually Transmitted Disease (STD) Staff Support Program of the San Antonio Metropolitan Health District for the period January 1, 2007 through December 31, 2007. A copy of said contract is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Fund 26016000 entitled Texas Department of State Health Services and Internal Order 136000000342 entitled STD Staff Support Program 2007, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this contract.

SECTION 3. The budget and personnel complement which are attached hereto and incorporated herein for all purposes as Attachment II are approved and adopted for entry in the City books.

SECTION 4. 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 5. This ordinance shall be effective on and after March 11, 2007.

PASSED AND APPROVED this 1st day of March, 2007.

ATTEST: 
City Clerk


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: CONSENT AGENDA Items 5-39C, except Items 6,8,9,10,12,15,16,18,19,25,26,37

Date: 03/01/07

Time: 10:14:05 AM

Vote Type: Multiple selection

Description:

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		



CMS or Ordinance Number: OR00000200703010231

TSLGRS File Code: 1000-05

Document Title:

ORD - TDSHS 2007-021868-001 STD-HIV

01/01/2007 - 12/31/2007

Ordinance Date:

3/1/2007



CMS or Ordinance Number: CN0040001826

TSLGRS File Code:1025-08-A

Document Title:

CONT - TDSHS 2007-021868-001 STD-HIV

01/01/2007 - 12/31/2007

Commencement Date:

1/1/2007

Expiration Date:

12/31/2007

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2007-021868 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and SAN ANTONIO METROPOLITAN HEALTH DISTRICT (Contractor), a Public Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$336,254.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 01/01/2007 and ends on 12/31/2007. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2007-021868-001 STD - HIV
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF SAN ANTONIO
Address: P O BOX 839966 DIRECT DEPOSIT
SAN ANTONIO, TX 78283
Vendor Identification Number: 17460020708024

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party

DEPARTMENT OF STATE
HEALTH SERVICES

By: 
Signature of Authorized Official
3/26/07
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
3-9-07
Date

Frances A. Gonzalez, Assistant City Manager
Printed Name and Title

332 West Commerce, Suite 307
Address

San Antonio, Texas 78205
City, State, Zip

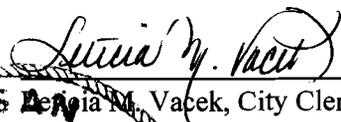
210-207-8730
Telephone Number

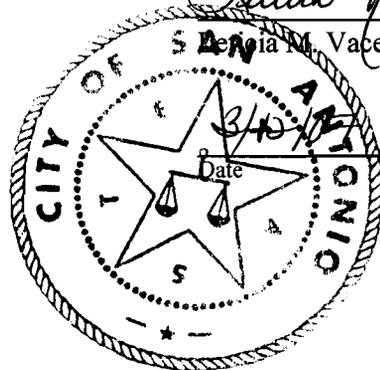
Fernando.Guerra@sanantonio.gov
E-mail Address for Official Correspondence

APPROVED AS TO FORM:


Michael D. Bernard, City Attorney
City of San Antonio

ATTEST:


Sylvia M. Vacek, City Clerk
3/10/07
Date



CONTRACT NO. 2007-021868-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000323866

CONTRACTOR: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

DSHS PROGRAM: STD - HIV

TERM: 01/01/2007 THRU: 12/31/2007

SECTION I. STATEMENT OF WORK:

Contractor shall conduct programs to control and prevent the spread of Sexually Transmitted Diseases (STDs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis. In accordance with the Centers for Disease Control and Prevention's (CDC) STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/>, Contractor shall provide the following core activities:

- Community and Individual Behavior Change Interventions
- Medical and Laboratory Services;
- Partner Services
- Leadership and Program Management
- Surveillance and Data Management; and
- Training and Professional Development

Contractor shall comply with all applicable federal and state statutes, regulations, policies, standards and guidelines. The following documents are incorporated herein by reference and made part of this Program Attachment:

- DSHS's HIV and STD Program Operation Procedures and Standards, 2003, and any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
- Centers for Disease Control and Prevention (CDC), STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/> ;
- Chapters 81 and 85 of the Texas Health and Safety Code;
- Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
- Title 25 Texas Administrative Code (TAC), Chapter 97; and
- CDC's STD Treatment Guidelines, 2006, or latest version, located at <http://www.cdc.gov/std/treatment/>.

Contractor shall comply with all other applicable policies adopted by DSHS Program.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Program Attachment amount as shown in

SECTION VIII. BUDGET, Contractor's Budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor shall perform all activities in accordance with DSHS's STD 2007 Renewal Application dated June 16, 2006, any letters or memos with policies or other instructions given to Contractor; and Contractor's work plan and detailed budget as approved by DSHS Program. All of the above named documents are incorporated herein by reference and made a part of this Program Attachment. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, and protocols and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Program Attachment:

1. Contractor shall make progress on the current STD program objectives and indicators as referenced in DSHS's STD 2007 Renewal Application, dated June 16, 2006, and shall meet a minimum of 80% of these objectives.
2. Contractor shall ensure that a complaint process is maintained and posted for public access in accordance with DSHS's HIV and STD Program Operation Procedures and Standards.
3. In accordance with DSHS's HIV and STD Program Operation Procedures and Standards, Contractor shall maintain a Memorandum of Understanding (MOU) or a collaborative plan with each DSHS-funded Protocol Based Counseling (PBC) contractor within Contractor's jurisdiction to ensure effective coordinated public health follow up.

The following STD clinical services shall be provided:

- A client seeking STD diagnostic and/or treatment services (walk-in or phone) at public STD clinics during normal operating hours shall be triaged and a minimum of 90% of clients shall be examined, tested and/or treated within 24 hours of seeking services; and
- Clients seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to Contractor written protocols in compliance with DSHS Program's HIV and STD Program Operation Procedures and Standards, 2003, and any revisions, and CDC's STD Treatment Guidelines, 2006, or latest version.

Reports and Narratives:

1. Narratives and Objectives - Due on or before July 31, 2007, and January 31, 2008, in a manner and in a format provided by DSHS Program.
2. STD Management Information System (STD*MIS) data - Due weekly on Friday by 5:00 p.m., Central Standard Time. Contractor shall submit confidential reports of diagnosed STD cases as required by 25 TAC, Chapter 97 to DSHS Program in a manner and in a format provided by DSHS Program.
3. In accordance with DSHS's HIV and STD Program Operation Procedures and Standards, Congenital Syphilis Case Investigation and Infant Syphilis Control Records are due to DSHS Program, thirty (30) calendar days after reported to the local health department.
4. Contractor clinics that submit data using Texas Infertility Prevention Project Data Collection forms shall submit them no later than thirty (30) calendar days after provision of sentinel site services. If Contractor uses comparable data collection systems, Contractor shall establish a schedule with DSHS Program prior to data submission.

Contractor shall authorize and direct its staff to attend training, conferences, and meetings for which funds are budgeted and approved by DSHS Program.

Contractor shall maintain written program procedures covering core activities, such as: medical, lab, and partner services; surveillance and data management; and clinical and disease intervention quality assurance. All such procedures shall be consistent with the requirements of this contract.

Contractor shall provide all reports and narratives within the required time frames. The reports and narratives shall be completed to the satisfaction of DSHS. If the reports and narratives do not meet these conditions that will constitute a breach of contract.

TRAINING REQUIREMENTS:

Due to the specialization and job knowledge required for effective STD control programs, the following minimum training is required of personnel employed under this Program Attachment. Contractor shall report on training progress in semi-annual reports referenced above and trainings will be monitored by DSHS Program Staff.

1. Disease Intervention Specialists (DIS) shall successfully complete the following training within six (6) months of employment:
 - a. Two (2) week CDC-approved Introduction to STD Intervention course;
 - b. Training, approved by the local health-authority, on venipuncture; and
 - c. DSHS PCPE training, DSHS PBC training, or DSHS-approved substitute.

2. Disease Intervention Specialists (DIS) with more than one year of experience shall successfully complete the CDC-approved Advanced STD Intervention (ASTDI) course as soon as practicable when the course is offered.
3. First-line supervisors shall complete all training requirements of a DIS plus the following CDC-approved courses within one (1) year of becoming a supervisor:
 - a. Attend the STD Intervention for Supervisor's course; and,
 - b. Attend the Principles of Supervision in STD Control course.
4. Program managers shall complete all training requirements of a DIS and first-line supervisor within one (1) year of becoming a program manager.

Contractor shall notify DSHS of completed trainings in semi-annual reports referenced in the Reports and Narratives Section above.

RAPID RESPONSE PLAN:

In accordance with DSHS's HIV and STD Program Operation Procedures and Standards, Contractor shall maintain a Rapid Response Plan (RRP) for the Contractor's geographic jurisdiction, as approved by DSHS Program. The RRP shall be in compliance with CDC's National Plan to Eliminate Syphilis from the United States, May 2006 or latest version, which is located at <http://www.cdc.gov/stopsyphilis/plan.htm>.

Contractor's personnel shall be made available to staff a Rapid Response Team, which shall be at the direction of DSHS.

Personnel shall travel to other Texas jurisdictions that may not be included in Contractor's service area as requested by DSHS Program during a rapid response. When such travel is requested by DSHS Program, reimbursement arrangements for Contractor's travel expenditures shall be approved in advance by DSHS Program.

SECTION III. SOLICITATION DOCUMENT:

ILA-STD/HIV 0045.1

SECTION IV. RENEWALS:

NA

SECTION V. PAYMENT METHOD:

Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit
1100 West 49th Street
Austin, Texas 78756-3101

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. SPECIAL PROVISIONS:

Due to the sensitive and highly personal nature of HIV/AIDS-related information, strict adherence to the General Provisions, **Confidentiality** Article, is required. The **Confidentiality** Article, **Exchange of Client-Identifying Information** Section, is revised to include the following:

Neither Contractor, nor any subrecipient, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subrecipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subrecipient, to transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

DSHS shall have access to a client or patient record in the possession of Contractor, or any subrecipient, under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

Contractor shall comply with the Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall supervise any medical care or procedure provided under a testing program.

SECTION VIII. BUDGET:

Source of Funds: 93.977 and 93.940

Categorical Budget:

PERSONNEL	\$183,652.00
FRINGE BENEFITS	\$102,348.00
TRAVEL	\$17,463.00
EQUIPMENT	\$0.00
SUPPLIES	\$2,466.00
CONTRACTUAL	\$0.00
OTHER	\$7,102.00
TOTAL DIRECT CHARGES	\$313,031.00
INDIRECT CHARGES	\$23,223.00
TOTAL	\$336,254.00
DSHS SHARE	\$336,254.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$336,254.00

ATTACHMENT II
Public Health Support 2007 - Federal
Fund 26016000
Fund Center 3607290000
Functional Area 3600400000030016
TDSHS Contract No. 2007-021868

<u>ESTIMATED REVENUES</u>	GL	CURRENT BUDGET
2007-021868-001	4501100	\$ 336,254
Total Estimated Revenues		<u>\$ 336,254</u>

APPROPRIATIONS

STD Staff Support Program

Activity 36-07-29 01/01/2007 to 12/31/2007

Cost Center 3607290003

Internal Order 136000000342

Regular Salaries & Wages	5101010	\$ 186,390
Language Skills Pay	5101050	-
FICA	5103005	14,259
Life Insurance	5103010	280
Group Health Insurance	5104030	62,400
TMRS	5105010	22,758
Transportation Allowance	5103056	-
Transportation fees	5203090	17,114
Mail and Parcel Post Service	5205010	377
Travel-Official	5207010	321
Office Supplies	5302010	4,092
Communications: Telephones	5403010	5,040
Indirect Cost	5406530	23,223
Total Appropriations		<u>\$ 336,254</u>

PERSONNEL COMPLEMENT:

Activity 36-07-29

Cost Center 3607290003

Internal Order 136000000342

		Previous Positions	Add (Deduct)	Current Positions
0010	Office Assistant	1	0	1
0067	Administrative Aide	1	0	1
0282	Health Program Specialist	6	0	6
Total:		<u>8</u>	<u>0</u>	<u>8</u>

MEETING OF THE CITY COUNCIL

ALAMODOME
ARTS & CULTURAL AFFAIRS
ASSET MANAGEMENT
AVIATION
BUDGET & PERFORMANCE ASSESSMENT
BUILDING INSPECTIONS
HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
RISK MANAGEMENT
CITY MANAGER
SPECIAL PROJECTS
CITY PUBLIC SERVICE - GENERAL MANAGER
CITY PUBLIC SERVICE - MAPS AND RECORDS
CODE COMPLIANCE
COMMERCIAL RECORDER
COMMUNITY INITIATIVES
COMMUNITY RELATIONS
PUBLIC INFORMATION
CONVENTION AND VISITORS BUREAU
CONVENTION CENTER EXPANSION OFFICE
CONVENTION FACILITIES
ECONOMIC DEVELOPMENT
FINANCE - DIRECTOR
FINANCE - ASSESSOR
FINANCE - CONTROLLER
FINANCE - GRANTS
FINANCE - TREASURY
FIRE DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT
HUMAN RESOURCES (PERSONNEL)
INFORMATION SERVICES
INTERGOVERNMENTAL RELATIONS
INTERNAL REVIEW
INTERNATIONAL AFFAIRS
LIBRARY
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION
MUNICIPAL COURT
PARKS AND RECREATION
MARKET SQUARE
YOUTH INITIATIVES
PLANNING DEPARTMENT
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
GROUND TRANSPORTATION
PUBLIC WORKS DIRECTOR
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
ENVIRONMENTAL SERVICES
PARKING DIVISION
REAL ESTATE DIVISION
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING AND GENERAL SERVICES
SAN ANTONIO WATER SYSTEMS (SAWS)

AGENDA ITEM NUMBER: 22

DATE: MAR 01 2007

MOTION: _____

ORDINANCE NUMBER: 2007-03-01-0231

RESOLUTION NUMBER: _____

ZONING CASE NUMBER: _____

TRAVEL AUTHORIZATION: _____

	ROLL	AYE	NOY
ROGER O. FLORES District 1			
SHEILA D. MCNEIL District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PATTI RADLE District 5			
DELICIA HERRERA District 6			
ELENA GUAJARDO District 7			
ART A. HALL District 8			
KEVIN A. WOLFF District 9			
CHRISTOPHER "CHIP" HAASS District 10			
PHIL HARBERGER Mayor			

VIA

CONSENT AGENDA