

AN ORDINANCE 2006-02-16-0217

**AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES PROVIDING \$226,917.00 FOR THE TITLE XX FAMILY PLANNING PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD JANUARY 1, 2006 THROUGH AUGUST 31, 2006; ADOPTING THE PROGRAM BUDGET; APPROVING THE PERSONNEL COMPLEMENT; AND AUTHORIZING PAYMENTS.**

\* \* \* \* \*

**WHEREAS**, the City Manager executed a Public Health State Support Project 2005/2006 contract 7460020708A 2006 with the Texas Department of State Health Services (TDSHS) through an ordinance passed and approved on October 20, 2005 providing annual assistance to the City in support of the core public health activities; and

**WHEREAS**, the TDSHS has subsequently offered a contract change to the City totaling \$226,917.00 through Contract Change Notice No. 3 Attachment No. 4 to renew support for the ongoing Title XX Family Planning Program 2005-2006 in the San Antonio Metropolitan Health District for the period January 1, 2006 through August 31, 2006; and

**WHEREAS**, the Title XX Family Planning Program provides family planning services annually to 2,450 women of childbearing age, with priority to mothers under age 20 who do not qualify for Medicaid and live below 150% of the Federal Poverty Level; **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 change with the Texas Department of State Health Services providing \$226,917.00 for the Title XX Family Planning Program of the San Antonio Metropolitan Health District (SAMHD) for the period January 1, 2006 through August 31, 2006. A copy of said contract change is attached hereto and incorporated herein for all purposes as Attachment I.

**SECTION 2.** Fund 26016000, Fund Center 3606080000, and Internal Order 136000000304, entitled "2005-06 Title XX Family Planning Project", is hereby designated for use in accounting for the fiscal transactions of this program.

**SECTION 3.** The sum of \$226,917.00 is hereby appropriated in the above-designated fund, GL Account No. 4501100, and the program budget which is attached hereto and incorporated herein for all purposes as Attachment II is approved and adopted for entry on the City books.

**SECTION 4.** Estimated Medicaid reimbursements of \$75,000.00 obtained from services through the Title V Family Planning Program 2005/2006 will be deposited into Fund 26016000, Fund Center 3606080000, Internal Order 136000000304, GL Account No. 4402175.

**SECTION 5.** Estimated co-payments of \$9,500.00 obtained from patients receiving services through the Title V Family Planning Program 2005/2006 will be deposited into Fund 26016000, Fund Center 3606080000, Internal Order 136000000304, GL Account No. 4502230.

**SECTION 6.** Payments in an aggregate amount of \$10,560.00 are hereby authorized to be paid from Fund Center 3606080000, Internal Order 136000000304, GL Account No. 5201040, Fees to Professional Contractors, on a fee for service basis to various contract professional licensed physicians and registered nurses to cover the services of those medical professionals who see patients in the SAMHD family planning clinics.

**SECTION 7.** The thirteen (13) personnel positions set out in Attachment II are hereby authorized for Cost Center 3606080002, Internal Order 136000000304.

**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 and Internal order numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 9.** This ordinance shall become effective on and after February 26, 2006.

PASSED AND APPROVED this 16th day of February 2006.



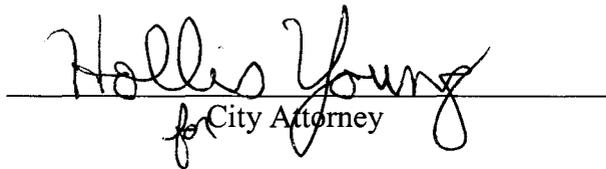
M A Y O R

**PHIL HARDBERGER**

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
for City Attorney



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

STATE OF TEXAS
COUNTY OF TRAVIS

DSHS Document No. 7460020708A2006
Contract Change Notice No. 03

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 04 : CHS - TITLE XX
ATT NO. 05 : CHS-FEE FOR SERV.-FAMILY PLANNING

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

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

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

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: (Signature of person authorized to sign)

(Name and Title)

By: (Signature of person authorized to sign)

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

Date:

Date:

RECOMMENDED:

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

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	CHS/BC 0000307284	07/01/05	06/30/06	93.919	135,200.00	0.00	135,200.00
02	CHS/FEE 0000309680	09/01/05	08/31/06	State 93.994	261,633.00	0.00	261,633.00
03	M&D 0000309948	09/01/05	08/31/06	State	0.00	0.00	0.00
04	CHS/TTLXX	01/01/06	08/31/06	93.667	226,917.00	0.00	226,917.00
05	CHS/FEE-FP	01/01/06	08/31/06	State	73,622.00	0.00	73,622.00
DSHS Document No.7460020708A2006 Change No. 03				Totals	\$697,372.00	\$ 0.00	\$697,372.00

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

DOCUMENT NO. 7460020708A-2006  
ATTACHMENT NO. 04

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: COMMUNITY HEALTH SERVICES SECTION

TERM: January 01, 2006 THRU: August 31, 2006

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide, or assure the provision of, family planning services for Title XX eligible clients. PERFORMING AGENCY shall provide services approved in the PERFORMING AGENCY'S application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this contract Attachment unless amended, including but not limited to:

- Regulations applicable to Administration of Grants, 45 CFR Parts 74 & 92;
- Sterilizations, 42 CFR Part 50, Subpart B;
- RECEIVING AGENCY'S Family Planning Rules, 25 TAC Chapter 56; and
- Fees for Clinical Health Services, 25 TAC §1.91 (Local Health Departments only).

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

- RECEIVING AGENCY'S Community Health Services Title V, Title XX and/or Title X Family Planning Services FY 2006 Competitive Request for Proposal (RFP);
- PERFORMING AGENCY'S FY 2006 Competitive Application and any revisions;
- RECEIVING AGENCY'S *Department of State Health Services Standards for Public Health Clinic Services*, revised August, 2004; and
- RECEIVING AGENCY'S Family Planning Policy Manual for Title X and Title XX, updated November 2005, and any subsequently issued later edition.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY, in writing, if it shall not continue performance under this Attachment in compliance with the amended standard(s) or guidelines(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by the RECEIVING AGENCY.

RECEIVING AGENCY'S Health Service Regional Director or designee, as coordinator of regional services, will assist RECEIVING AGENCY staff in providing direction to PERFORMING AGENCY. RECEIVING AGENCY personnel may, from time to time, provide technical assistance and training to PERFORMING AGENCY. PERFORMING AGENCY shall cooperate with RECEIVING AGENCY staff to attain the goals of unified community health assessment, policy development, coordinated services, quality assurance, and prevention of unnecessary duplication of services.

PERFORMANCE MEASURES

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

PERFORMING AGENCY shall provide family planning clinical services to 1,418 unduplicated clients who live or receive services in the following county(ies)/area: Bexar.

These services shall be provided to the clients in the following population categories and in the following numbers:

<u>Category</u>	<u>Number of Clients</u>
Women 19 and Under	567
Women 20 to 34	659
Women 35 and Over	142
Males	50
Total Medical Clients	1,418

PERFORMING AGENCY shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to RECEIVING AGENCY for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If PERFORMING AGENCY is affiliated with an entity that performs elective abortion procedures or affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. PERFORMING AGENCY and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If PERFORMING AGENCY is a State or local governmental entity, the abortion-

services affiliate must be a legally separate organization with a separate governing structure.

2. PERFORMING AGENCY and its abortion-services affiliate must have easily distinguishable names.
3. PERFORMING AGENCY and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.
4. PERFORMING AGENCY may not transfer any funds distributed under RECEIVING AGENCY Strategy B.1.3 to its abortion-services affiliate. PERFORMING AGENCY must assure that its affiliated entity apportions fair value for any shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.
5. PERFORMING AGENCY shall assure that any person employed part-time by PERFORMING AGENCY and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If PERFORMING AGENCY and its abortion-services affiliate are located at the same physical location, PERFORMING AGENCY shall assure that the existence and separate nature of the affiliate relationship is clearly reflected by appropriate signage in areas accessible to the public.
7. PERFORMING AGENCY and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

## SECTION II. SPECIAL PROVISIONS:

For purposes of this Attachment only, the following provisions shall apply:

General Provisions, **Child Abuse Reporting Requirements** Article, first sentence, is replaced in its entirety:

PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (CHS/FEE-FP), Title X Family Planning (CHS/TITLE

X), Title XX Family Planning (CHS/TTLXX), Primary Health Care (CHS/PHC), Title V Maternal and Child Health (CHS/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (NSS/WIC-CARD), and the Services Delivery Integration project (SDI/FFS and SDI/TITLE X).

General Provisions, **Terms and Conditions of Payment** Article, paragraph two is not applicable to this Attachment

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

PERFORMING AGENCY'S contract amount under this Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable family planning services to Title XX eligible clients. Only allowable services provided to Title XX eligible clients shall be billed against this ceiling. The current schedule of allowable services and rates, as well as Title XX eligibility requirements, may be modified at the sole discretion of RECEIVING AGENCY with thirty (30) days written notice to PERFORMING AGENCY. The notice will provide PERFORMING AGENCY with an opportunity to terminate this Attachment should the modification include a reduction in rates. PERFORMING AGENCY shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the PERFORMING AGENCY does not exercise the option during the thirty (30) day time period, PERFORMING AGENCY shall be deemed to have waived the option. Title XX reimbursement requirements are detailed in the Family Planning Policy Manual for Title X and Title XX. PERFORMING AGENCY shall provide allowable services and be reimbursed at rates effective September 1, 2005, and as subsequently revised.

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

RECEIVING AGENCY shall include in any financial audits of state funds received by PERFORMING AGENCY under this Attachment a review to ensure compliance with the requirements of Department of State Health Services Rider 30, General Appropriations Act, 79th Legislature.

#### BILLING REQUIREMENTS

PERFORMING AGENCY shall bill RECEIVING AGENCY for allowable services provided to Title XX eligible clients. PERFORMING AGENCY shall submit to RECEIVING AGENCY all allowable services provided to Title XX eligible clients

during the claim period indicated on the billing form. Requests for payment shall be submitted to the Texas Medicaid and Healthcare Partnership (TMHP) from January 1, 2006, through August 31, 2006, in a manner compatible with the Compass 21 billing system by the 90th day after the date on which services were provided or the date of any third party insurance Explanation of Benefits form. Appeals must be submitted within 180 days of rejection, and all requests for payment shall be submitted within 90 days of the end of the Attachment term. Claims shall be submitted using an approved claim format which follows the RECEIVING AGENCY'S Contract Management Branch billing specifications which may be obtained from RECEIVING AGENCY'S Contract Management Branch.

### BILLING ACTIVITY

RECEIVING AGENCY shall distribute funds to maximize the delivery of authorized services to eligible clients. RECEIVING AGENCY will monitor PERFORMING AGENCY'S billing activity. If utilization is below that projected in PERFORMING AGENCY'S contract ceiling amount, shown in SECTION III. BUDGET, PERFORMING AGENCY'S ceiling may be subject to a decrease for the remainder of the contract Attachment period. PERFORMING AGENCY may be subject to contract ceiling amount; decreases if PERFORMING AGENCY'S billing activity is less than projected.

RECEIVING AGENCY may pay for additional services as specified in this Attachment if provided by PERFORMING AGENCY during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of the State and the RECEIVING AGENCY to do so, and funds are available. If PERFORMING AGENCY exceeds the ceiling amount of the Attachment, PERFORMING AGENCY shall continue to bill RECEIVING AGENCY for the services provided. RECEIVING AGENCY may pay for these additional services if funds become available at a later date.

### ELIGIBILITY

All individuals considered for Title XX eligibility must be screened and determined eligible using the Family Planning 2025 Eligibility Form. Any other method or form for assessment of eligibility must be approved by DSHS.

### CO-PAYMENT

PERFORMING AGENCY may, assess a co-payment from clients provided services under this Attachment if the co-payment is assessed according to a sliding fee schedule adjusted for family size and income, approved in advance by RECEIVING AGENCY. PERFORMING AGENCIES that are Local Health Departments shall assess a co-payment according to the criteria outlined above. A co-payment assessment may not exceed 25% of the amount RECEIVING AGENCY pays PERFORMING AGENCY for the provision of a given service. A co-payment shall not be assessed to clients with zero

family income or to adolescents age 19 and younger receiving group outreach and education services. A client may not be denied services due to inability to pay. Local Health Departments must also comply with RECEIVING AGENCY'S fee collection policies detailed in 25 TAC §1.91.

If PERFORMING AGENCY has a Title X Attachment in addition to this Title XX Attachment, then PERFORMING AGENCY shall be bound by the Title X Attachment's language pertaining to fee collection. If PERFORMING AGENCY has a Title XX Attachment only, the co-payment requirements as specified in this Attachment shall be utilized.

General Provisions, **Program Income** Article, is revised to include:

All revenues directly generated by a Contract Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. PERFORMING AGENCY shall identify and report all program income annually using Form 270 Request for Advance or Reimbursement (Form GC-10), no later than ninety (90) days after the end of the Attachment term.

Program income may be retained by PERFORMING AGENCY so long as it is used to provide services specified in the scope of work detailed in this Attachment. This shall be demonstrated only by submission of acceptable family planning claims for services provided to Title XX eligible clients, which exceeds PERFORMING AGENCY'S Attachment amount by the total program income amount. If PERFORMING AGENCY has a Title X Attachment in addition to this Title XX Attachment, then PERFORMING AGENCY shall be bound by the Title X Attachment's language pertaining to program income. If PERFORMING AGENCY has a Title XX Attachment only, the program income requirements as specified in this Attachment shall be utilized.

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

PERFORMING AGENCY shall submit:

- A Request for Advance or Reimbursement Form 270 (Form GC-10), no later than ninety (90) days after the end of the Attachment term; and
- Other reports as deemed necessary by RECEIVING AGENCY upon reasonable notice to PERFORMING AGENCY.

If PERFORMING AGENCY has a Title X Attachment in addition to this Title XX Attachment, then PERFORMING AGENCY shall be bound by the Title X Attachment's language pertaining to reports. If PERFORMING AGENCY has a Title XX Attachment only, the reporting requirements as specified in this Attachment shall be utilized.

## PHARMACY

If PERFORMING AGENCY is dispensing and/or providing prescribed medications, e.g., birth control pills, antibiotics, etc., on site, it shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, § 560.051, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from RECEIVING AGENCY.

## STERILIZATION

PERFORMING AGENCY shall comply with all federal regulations applying to sterilization procedures.

Prior to receiving a sterilization, the client shall sign a copy of the U.S. Department of Health and Human Services (DHHS) approved sterilization consent form. The original of this form, with all required signatures (including the physician's), shall be kept in the client's medical records.

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

In addition to the site visits authorized by the **Inspections** Article of the General Provisions, PERFORMING AGENCY shall allow RECEIVING AGENCY to conduct on-site quality assurance reviews as deemed necessary by RECEIVING AGENCY. The RECEIVING AGENCY will report to the appropriate officers of the PERFORMING AGENCY and its subrecipient(s), if any, the preliminary results of the quality assurance site review prior to the findings becoming a matter of record. Unsatisfactory review findings may result in implementation of General Provisions, **Sanctions** Article.

PERFORMING AGENCY certifies that neither the PERFORMING AGENCY nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the PERFORMING AGENCY nor any PERFORMING AGENCY officer, director, agent or managing employee (e.g., general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over PERFORMING AGENCY or who directly or indirectly conducts the day-to-day business of the PERFORMING AGENCY), is an entity or individual who has:

- Been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Been assessed a civil monetary penalty under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or
- Been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, PERFORMING AGENCY shall submit a disclosure/ownership form to RECEIVING AGENCY. PERFORMING AGENCY shall

immediately notify the RECEIVING AGENCY in writing, in the event that the foregoing statement changes during the term of this Attachment. A false statement regarding PERFORMING AGENCY'S status will be treated as a material misrepresentation.

### SECTION III. BUDGET

PERFORMING AGENCY shall adhere to the current schedule of allowable services and rates as referenced in SECTION II. SPECIAL PROVISIONS, as amended and approved by the RECEIVING AGENCY.

Total payments will not exceed \$226,917.00.

CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Individual

7460020708A 2006-04

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489

DOCUMENT NO. 7460020708A2006  
ATTACHMENT NO. 05

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: COMMUNITY HEALTH SERVICES SECTION

TERM: January 01, 2006 THRU: August 31, 2006

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide, or assure the provision of, family planning services for Title V eligible clients. PERFORMING AGENCY shall provide services approved in the PERFORMING AGENCY'S application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this contract Attachment unless amended, including but not limited to:

- Sterilizations, 42 CFR Part 50, Subpart B.;
- RECEIVING AGENCY'S Family Planning Rules, 25 TAC Chapter 56; and
- Fees for Clinical Health Services, 25 TAC § 1.91 (Local Health Departments only).

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

- RECEIVING AGENCY'S Community Health Services Title V, Title XX and/or Title X Family Planning Services FY 2006 Competitive Request For Proposal (RFP);
- PERFORMING AGENCY'S FY2006 Competitive Application and any revisions;
- RECEIVING AGENCY'S *Department of State Health Services Standards for Public Health Clinic Services*, revised August, 2004; and
- RECEIVING AGENCY'S Title V Policy and Procedures Manual, revised for FY2006, and any subsequently issued later edition.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY, in writing, if it shall not continue performance under this Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

RECEIVING AGENCY'S Health Service Regional Director or designee, as coordinator of regional services, will assist RECEIVING AGENCY staff in providing direction to PERFORMING AGENCY. RECEIVING AGENCY personnel may, from time to time, provide technical assistance and training to PERFORMING AGENCY. PERFORMING AGENCY shall cooperate with RECEIVING AGENCY staff to attain the goals of unified community health

assessment, policy development, coordinated services, quality assurance, and the prevention of unnecessary duplication of services.

PERFORMANCE MEASURES

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

At least 25% of the total amount of this Attachment shall be for services provided to Title V eligible individuals through twenty-one (21) years of age by PERFORMING AGENCY.

PERFORMING AGENCY shall provide family planning clinical services to 669 unduplicated clients who live or receive services in the following county(ies)/area: Bexar.

These services shall be provided to the clients in the following activity code categories and in the following numbers:

<u>Activity Code</u>	<u>Number of Clients</u>	<u>Activity Code Funds</u>
Activity Code 185	268	29,480.00
Activity Code 186	401	44,142.00

PERFORMING AGENCY shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to RECEIVING AGENCY for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If PERFORMING AGENCY is affiliated with an entity that performs elective abortion procedures or becomes affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. PERFORMING AGENCY and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If PERFORMING AGENCY is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization with a separate governing structure.
2. PERFORMING AGENCY and its abortion-services affiliate must have easily distinguishable names.
3. PERFORMING AGENCY and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.

4. PERFORMING AGENCY may not transfer any funds distributed under RECEIVING AGENCY Strategy B.1.3 to its abortion-services affiliate. PERFORMING AGENCY must assure that its affiliated entity apportions fair value for any shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.
5. PERFORMING AGENCY shall assure that any person employed part-time by PERFORMING AGENCY and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If PERFORMING AGENCY and its abortion-services affiliate are located at the same physical location, PERFORMING AGENCY shall assure that the existence and separate nature of the affiliate relationship is clearly reflected by appropriate signage in areas accessible to the public.
7. PERFORMING AGENCY and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

## SECTION II. SPECIAL PROVISIONS:

For purposes of this Attachment only, the following provisions shall apply:

General Provisions, **Child Abuse Reporting Requirements** Article, first sentence, is replaced in its entirety:

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

General Provisions, **Terms and Conditions of Payment** Article, paragraph two is not applicable to this Attachment.

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

PERFORMING AGENCY'S contract amount under this Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable family planning services to Title V eligible clients. Only allowable services provided to Title V eligible clients shall be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of RECEIVING AGENCY with thirty (30) days written notice to PERFORMING AGENCY. The notice will provide PERFORMING AGENCY with an opportunity to terminate this Attachment should the modification include a reduction in rates. PERFORMING AGENCY shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the PERFORMING AGENCY does not exercise the option during the thirty (30) day time period, PERFORMING AGENCY shall be deemed to have waived the option. Title V Family Planning reimbursement requirements are detailed in the Policies and Procedures Manual for Title V Family Planning Program. PERFORMING AGENCY shall provide allowable services and be reimbursed at rates effective September 1, 2005, and as subsequently revised.

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

RECEIVING AGENCY shall include in any financial audits of state funds received by PERFORMING AGENCY under this Attachment a review to ensure compliance with the requirements of Department of State Health Services Rider 30, General Appropriations Act, 79th Legislature.

#### BILLING REQUIREMENTS

PERFORMING AGENCY shall bill RECEIVING AGENCY for allowable services provided to Title V eligible clients. PERFORMING AGENCY shall submit to RECEIVING AGENCY claims for all allowable services provided to Title V eligible clients during the claim period indicated on the billing form. Requests for payment shall be submitted to the Texas Medicaid and Healthcare Partnership (TMHP) from January 1, 2006, through August 31, 2006, in a manner compatible with the Compass 21 billing system by the 90th day after the date on which services were provided or the date of any third party insurance Explanation of Benefits form. Appeals must be submitted within 180 days of rejection, and all requests for payment shall be submitted within 90 days of the end of the Attachment term. Claims shall be submitted using an approved claim format that follows the RECEIVING AGENCY'S Contract Management Branch billing specifications which may be obtained from RECEIVING AGENCY'S Contract Management Branch.

## BILLING ACTIVITY

RECEIVING AGENCY shall distribute funds to maximize the delivery of authorized services to eligible clients. RECEIVING AGENCY will monitor PERFORMING AGENCY'S billing activity. If utilization is below that projected in PERFORMING AGENCY'S contract ceiling amount, shown in SECTION III. BUDGET, PERFORMING AGENCY'S ceiling may be subject to a decrease for the remainder of the contract Attachment period. PERFORMING AGENCY may be subject to contract ceiling amount decreases if PERFORMING AGENCY'S billing activity is less than projected.

RECEIVING AGENCY may pay for additional services as specified in this Attachment if provided by PERFORMING AGENCY during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of the State and the RECEIVING AGENCY to do so, and funds are available. If PERFORMING AGENCY exceeds the ceiling amount of the Attachment, PERFORMING AGENCY shall continue to bill RECEIVING AGENCY for the services provided. RECEIVING AGENCY may pay for these additional services if funds become available at a later date.

## ELIGIBILITY

All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS approved screening tool as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

## CO-PAYMENT

PERFORMING AGENCY may assess a co-payment from clients provided services under this Attachment if the co-payment is assessed according to a sliding fee scale adjusted for family size and income, approved in advance by RECEIVING AGENCY. PERFORMING AGENCIES that are Local Health Departments shall assess a co-payment according to the criteria outlined above. A co-payment assessment may not exceed 25% of the amount RECEIVING AGENCY pays PERFORMING AGENCY for the provision of a given service. A co-payment shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A client shall not be denied services due to inability to pay. Local Health Departments must also comply with RECEIVING AGENCY'S fee collection policies detailed in 25 TAC § 1.91.

Title V Family Planning reimbursement requirements are detailed in the Policies and Procedures Manual for Title V Family Planning. PERFORMING AGENCY shall provide allowable services and be reimbursed at rates effective September 1, 2005, and as subsequently revised.

General Provisions, **Program Income** Article, is revised to include:

All revenues directly generated by a Contract Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. PERFORMING AGENCY shall identify and report all program income annually using Form 270 Request for Advance or Reimbursement (Form GC-10), no later than ninety (90) days after the end of the Attachment term.

Program Income may be retained by PERFORMING AGENCY so long as it is used to provide services specified in the scope of work detailed in this Attachment. This shall be demonstrated only by submission of acceptable family planning claims for services provided to Title V eligible clients which exceeds PERFORMING AGENCY'S Attachment amount by the total program income amount.

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

PERFORMING AGENCY shall submit:

- A Request for Advance or Reimbursement Form 270 (Form GC-10), no later than ninety (90) days after the end of the Attachment term; and,
- Other reports as deemed necessary by RECEIVING AGENCY upon reasonable notice to PERFORMING AGENCY.

#### PHARMACY

If PERFORMING AGENCY is dispensing and/or providing prescribed medications, e.g., birth control pills, antibiotics, etc., on site, it shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter §560.051, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from RECEIVING AGENCY.

#### STERILIZATION

PERFORMING AGENCY shall comply with all federal regulations applying to sterilization procedures.

Prior to receiving a sterilization, the client shall sign a copy of the U.S. Department of Health and Human Services (DHHS) approved sterilization consent form. The original of this form, with all required signatures (including the physician's), shall be kept in the client's medical records.

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

In addition to the site visits authorized by the **Inspections** Article of the General Provisions, PERFORMING AGENCY shall allow RECEIVING AGENCY to conduct on-site quality assurance reviews as deemed necessary by RECEIVING AGENCY. The

RECEIVING AGENCY will report to the appropriate officers of the PERFORMING AGENCY and its subrecipient(s), if any, the preliminary results of the quality assurance site review prior to the findings becoming a matter of record. Unsatisfactory review findings may result in implementation of General Provisions, **Sanctions** Article.

PERFORMING AGENCY certifies that neither the PERFORMING AGENCY nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the PERFORMING AGENCY nor any PERFORMING AGENCY officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over PERFORMING AGENCY or who directly or indirectly conducts the day-to-day business of the PERFORMING AGENCY), is an entity or individual who has:

- Been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Been assessed a civil monetary penalty under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, PERFORMING AGENCY shall submit a disclosure/ownership form to RECEIVING AGENCY. PERFORMING AGENCY shall immediately notify the RECEIVING AGENCY in writing, in the event that the foregoing statement changes during the term of this Attachment. A false statement regarding PERFORMING AGENCY'S status will be treated as a material misrepresentation.

### SECTION III. BUDGET:

PERFORMING AGENCY shall adhere to the current schedule of allowable services and rates as referenced in SECTION II. SPECIAL PROVISIONS, as amended and approved by the RECEIVING AGENCY.

Total payments will not exceed \$73,622.00.

**ATTACHMENT II**  
**Title XX Family Planning Project 2005-2006**  
**Fund No. 26016000**  
**Fund Center 3606080000**  
**TDSHS Contract No. 7460020708A 2006**

<u>ESTIMATED REVENUES</u>	GL No.	CURRENT BUDGET
Attachment #04	4501100	226,917
Medicaid Reimbursement	4402175	75,000
Title XX Patient Co-pay	4502230	9,500
Total Estimated Revenues		<u>\$ 311,417</u>

**APPROPRIATIONS**

**Title XX Family Planning Program**  
36-06-08                    01/01/2006 - 08/31/2006  
Cost Center 3606080002  
Internal Order 136000000304

Regular Salaries & Wages	5101010	194,850
Language Skill Pay	5101050	2,400
Retirement Benefits - Soc. Sec.	5103005	12,178
Life Insurance	5103010	444
Car Expense Allowance	5103055	600
Flexible Benefits Contribution	5104030	7,480
Retirement Benefits - TMRS	5105010	21,434
Education	5201025	250
Fees to Professional Contractors	5201040	10,560
Temporary Services	5202010	1,500
Membership Dues and Licenses	5203050	250
Binding, Printing & Reproduction	5203060	500
Maint & Rep - Mach & Equip	5204080	500
Mail and Parcel Post Service	5205010	250
Travel-Official	5207010	250
Office Supplies	5302010	1,500
Chemicals, Medical & Drugs	5304040	35,033
Tools, Apparatus & Accessories	5304050	250
Communications: Telephones	5403010	250
Pagers	5403030	50
Automatic Data Processing Service	5403520	1,200
Workers' Disability Compensation	5405020	1,100
Liability, Hazard & Fidelity Insurance	5405030	500
Indirect Costs	5406530	15,588
Furniture and Fixtures	5501065	2,500
Total Appropriations		<u>\$ 311,417</u>

**PERSONNEL COMPLIMENT**

Class No.    Title  
Activity 36-06-08  
Cost Center 3606080002  
Internal Order 136000000304

	PREVIOUS POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
0040    Administrative Assistant I	1	0	1
0067    Administrative Aide	1	0	1
0239    Public Health Aide	5	0	5
0243    Public Health Nurse Practioner	1	0	1
0244    Senior Public Health Nurse	1	0	1
0246    Public Health Nurse	1	0	1
0247    Public Health Nurse Supervisor	1	0	1
0282    Health Program Specialist	1	0	1
0870    Special Project Coordinator	1	0	1
<b>Total Personnel 36-06-08:</b>	<u>13</u>	<u>0</u>	<u>13</u>