

AN ORDINANCE 2006-03-16-0349

AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES PROVIDING \$232,350.00 FOR THE AIDS PREVENTION PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD JANUARY 1, 2006 THROUGH DECEMBER 31, 2006; ADOPTING THE PROGRAM BUDGET; APPROVING THE PERSONNEL COMPLEMENT; AND AUTHORIZING PAYMENTS.

* * * * *

WHEREAS, the City Manager was authorized to execute the Public Health State Support Project 2006/2007 Contract 7460020708 2007 with the Texas Department of State Health Services (TDSHS) through an ordinance passed and approved on January 26, 2006, providing annual assistance to the City to support core public health activities provided by the San Antonio Metropolitan Health District (SAMHD); and

WHEREAS, TDSHS has now offered a contract change totaling \$232,350.00 through Contract Change Notice No. 01, Attachment No. 02 to renew support for the ongoing AIDS Prevention Program in the SAMHD; and

WHEREAS, the AIDS Prevention Program provides information to targeted high-risk individuals to reduce the transmission of AIDS by providing a series of health education classes emphasizing positive health behaviors including safe sex practices; **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 \$232,350.00 for the AIDS Prevention Program of the San Antonio Metropolitan Health District for the period January 1, 2006 through December 31, 2006. A copy of said contract change is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. SAP Fund 26016000 entitled "Public Health State Support Project 2005/2006 - Federal", Funds Center 3607200003, Internal Order 136000000299, is hereby designated for use in accounting for the fiscal transactions of this project and the budget set out in Attachment II is approved and adopted for entry on the City books.

SECTION 3. The sum of \$232,350.00 is hereby appropriated in GL Account No. 4501100 and payments for contractual services is authorized.

SECTION 4. The five (5) personnel positions set out in Attachment II are hereby authorized for Cost Center 360720003 and Internal Order 136000000257.

SECTION 5. 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,

MH/mgc
03/16/06
Item# 19

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.

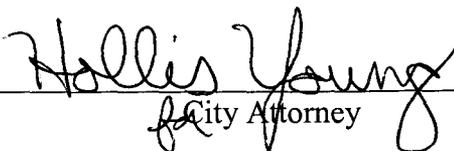
SECTION 6. This ordinance shall be effective on and after March 26, 2006.

PASSED AND APPROVED this 16th day of March, 2006.



M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney



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

STATE OF TEXAS
COUNTY OF TRAVIS

DSHS Document No. 7460020708 2007
Contract Change Notice No. 01

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

SUMMARY OF TRANSACTION:
ATT NO. 02 : HIV - PREVENTION

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

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

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

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

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	TB/PC 0000313010	01/01/06	12/31/06	93.116	353,133.00	0.00	353,133.00
02	HIV/PREV 0000313264	01/01/06	12/31/06	93.940	232,350.00	0.00	232,350.00
DSHS Document No.7460020708 2007 Change No. 01				Totals	\$585,483.00	\$ 0.00	\$585,483.00

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

DOCUMENT NO. 7460020708-2007
ATTACHMENT NO. 02
PURCHASE ORDER NO. 0000313264

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: HIV/STD COMPREHENSIVE SERVICES BRANCH

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

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct Human Immunodeficiency Virus (HIV) Prevention activities to ensure HIV Prevention services are provided to persons at greatest risk of acquiring or transmitting HIV infection as identified through the HIV Prevention community planning process. Strategies to accomplish RECEIVING AGENCY Program's HIV Prevention projects shall demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts.

The purpose of the HIV Prevention projects is to assist local communities to:

- Prevent the transmission of HIV or reduce the number of new HIV infections;
- Increase the number of persons who know their HIV status;
- Reduce associated morbidity and mortality among HIV-infected persons and their partners by assuring referral to medical, social, and prevention services; and
- Initiate needed HIV Prevention services according to RECEIVING AGENCY Program's HIV Prevention Area Action Plan (AAP) for the six (6) areas identified within the State of Texas.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines:

- RECEIVING AGENCY'S HIV and STD Program Operation Procedures and Standards, 2003, and any revisions;
- Chapters 81 and 85 of the Health and Safety Code;
- 25 Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter B;
- Chapter 93 Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C); and
- RECEIVING AGENCY'S Standards for Public Health Services, revised January 2004.

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

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY Program.

PERFORMING AGENCY shall authorize their staff to attend training, conferences, and meetings for which funds are budgeted and approved by RECEIVING AGENCY Program.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program's Request For Proposal (RFP) for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, dated May 26, 2004, Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005, and any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY; and PERFORMING AGENCY'S objectives, work plan, and detailed budget as approved by RECEIVING AGENCY Program, and with the relevant 2003 HIV Prevention Area Action plan (AAP) for the area in which PERFORMING AGENCY is providing services. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to said documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

PERFORMING AGENCY shall participate and provide relevant information to the appropriate HIV Prevention Community Planning Group as identified in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, dated May 26, 2004, Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005, and as directed by RECEIVING AGENCY Program.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Prevention activities under this Scope of Work include quality assurance activities, and at least one (1) of the following programmatic activities: Prevention Counseling and Partner Elicitation (PCPE)/Protocol Based Prevention Counseling (PBC) - Prevention Case Management (PCM) Continuum activities or Intensive, Evidence-Based Intervention (EBI) activities.

QUALITY ASSURANCE ACTIVITIES

PERFORMING AGENCY shall ensure that the delivery of high-quality prevention activities is consistent and that interventions are delivered in accordance with established requirements and

standards in order to maintain high performance expectations of prevention staff and promote consistent and accurate data collection processes for use in program evaluation.

PERFORMING AGENCIES that enter into grant contracts with subrecipients or procurement contracts with vendors are responsible to the Department of State Health Services (DSHS) for the performance of these subrecipients or vendors. PERFORMING AGENCIES are expected to monitor the implementation of interventions, the efficient and effective use of resources, the capacity and performance of staff implementing the intervention, and that subrecipients are collecting and reporting data.

PERFORMING AGENCY shall comply with the following quality assurance guidelines:

1. Develop an orientation plan for new prevention staff;
2. Develop staff development plans for new and current staff;
3. New staff to PBC, must follow the orientation schedule outlined in the DSHS Quality Assurance Standards for Protocol Based Counseling;
4. Ensure that monitoring and evaluation of PERFORMING AGENCY staff and, if applicable, its subrecipients' staff performance is conducted and documented according to the schedule below:

Length of time the staff member has been performing the intervention at PERFORMING AGENCY	For group-level interventions (including the group-level component of community-level interventions), staff must be monitored at least:	For all other interventions (including PCPE and PCM), staff must be monitored at least:
3 months or less	One out of every 3 sessions*	Twice a month
4 to 6 months	Twice a month	Twice a month
7 to 12 months	Monthly	Monthly
1 to 2 years	Quarterly	Quarterly
2 years or more	Every 6 months	Every 6 months

*Additionally, before conducting a **group level intervention** session on a solo basis, a staff member new to the intervention should be observed conducting each session of the intervention by a supervisor (or more experienced facilitator) or given the opportunity to co-facilitate each session with a more experienced facilitator.

PERFORMING AGENCY shall keep written records of all staff, including subrecipient, monitoring and evaluation on file. RECEIVING AGENCY Program may specify forms or models for staff monitoring and evaluation. Information related to quality assurance activities will be reviewed by RECEIVING AGENCY Program as needed during program reviews.

5. Solicit client feedback (e.g., client surveys) and provide a summary of the client feedback for each intervention at least once a year;
6. PCPE/PBC charts will be audited according the methodology used (see the Prevention Counseling Quality Assurance Standards) and PERFORMING AGENCY will retain all audit documentation;
7. PCM charts will be audited monthly and PERFORMING AGENCY will retain all audit documentation;
8. Designate staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting;
9. Facilitate RECEIVING AGENCY Program review of all prevention activities provided by PERFORMING AGENCY and its subrecipients; and
10. If PERFORMING AGENCY enters into contracts with subrecipients or procurement contracts with vendors, the documents shall be in writing and shall comply with the requirements specified in the Contracts with Subrecipients and Contract for Procurement Articles in the General Provisions of the Department of State Health Services (DSHS).

PREVENTION COUNSELING AND PARTNER ELICITATION (PCPE)/ PROTOCOL BASED PREVENTION COUNSELING (PBC) - PREVENTION CASE MANAGEMENT (PCM) CONTINUUM ACTIVITIES:

If PERFORMING AGENCY provides PCPE/PBC – PCM Continuum services, PERFORMING AGENCY shall:

- Provide PCPE/PBC individual-level intervention of counseling programs for persons at risk of HIV/STD/Viral Hepatitis infection due to individual sexual behavior, drug use, or other risk behaviors including establishing and maintaining confidential and anonymous HIV testing programs with referrals to other testing and treatment services as appropriate. HIV prevention counseling sessions shall include the elements as referenced in RECEIVING AGENCY Program's RFP dated April 8, 2002 or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, dated May 26, 2004, and Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005;
- Provide PCM individual-level intervention that provides intensive, ongoing, individualized prevention counseling and referrals to other appropriate social services and client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the PCM essential components as referenced in RECEIVING AGENCY Program's RFP for

HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, dated May 26, 2004, and Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005;

- Ensure PERFORMING AGENCY'S PCM staff meet the minimum staff qualifications as referenced in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, dated May 26, 2004, Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005;
- Compliance with RECEIVING AGENCY'S Prevention Case Management Standards and Guidance, June 2004;
- Develop procedure and protocol manuals for PERFORMING AGENCY'S PCM program to ensure effective delivery of PCM services and minimum standards of care, including structuring relationships with Ryan White CARE Act case management providers and quality assurance; and
- If applicable and with prior RECEIVING AGENCY approval, PERFORMING AGENCY may implement rapid HIV testing technology. PERFORMING AGENCY shall obtain from RECEIVING AGENCY'S Health Facility Licensing and Compliance Division (HFLCD) any relevant Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). PERFORMING AGENCY must adhere to RECEIVING AGENCY'S guidance relating to rapid testing.

PERFORMING AGENCY shall direct these services to target populations in the relevant AAP and as specified in PERFORMING AGENCY'S objectives and approved by RECEIVING AGENCY Program.

INTENSIVE, EVIDENCED-BASED INTERVENTION (EBI) ACTIVITIES:

If PERFORMING AGENCY provides EBI services, PERFORMING AGENCY shall:

- Provide EBI services to the target populations in the relevant AAP and as specified in PERFORMING AGENCY'S objectives and as approved by RECEIVING AGENCY Program;
- Participate in RECEIVING AGENCY Program's outcome monitoring project as established by RECEIVING AGENCY Program;
- Conduct periodic rapid assessments of the approved targeted populations as directed by RECEIVING AGENCY Program;
- PERFORMING AGENCY shall comply with the Intensive, Evidence-Based Intervention section of RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-REP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects,

dated May 26, 2004, and Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005;

- PERFORMING AGENCY shall provide outreach services as an integral element of the program for client recruitment and community assessment as referenced in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, dated May 26, 2004, and Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005. These services shall be linked to PCPE-PCM continuum activities and/or EBI activities as identified in the relevant AAP and as specified in PERFORMING AGENCY'S approved objectives and work plan; and
- PERFORMING AGENCY must obtain written approval from RECEIVING AGENCY prior to implementation of Evidence Based Intervention tailoring.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, 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 at least one (1) of the following programmatic activities as approved by RECEIVING AGENCY Program:

Category 1 - Prevention counseling and partner elicitation (PCPE)/Protocol Based Prevention Counseling (PBC) – Prevention case management (PCM) continuum activities:

PERFORMING AGENCY shall make PCPE/PBC-PCM prevention contacts with clients in the target population(s) to provide priority interventions as directed in the relevant AAP and as reflected in PERFORMING AGENCY'S objectives and work plan as approved by RECEIVING AGENCY Program. Services shall be provided to clients who live or receive services in the county(ies)/area defined as: Bexar.

Category 2 – Evidence-based interventions (EBI) activities:

PERFORMING AGENCY shall make EBI contacts with clients in the target population(s) as directed in the relevant AAP and as reflected in PERFORMING AGENCY'S objectives and work plan as approved by RECEIVING AGENCY Program. Services shall be provided to clients who live or receive services in the county(ies)/area defined as: Bexar.

PERFORMING AGENCY shall report electronic information on EBI and outreach contacts using systems designated by RECEIVING AGENCY Program. Contacts shall be entered into the designated system within ten (10) working days of the contact

In addition to the programmatic activities listed under each of the categories, PERFORMING AGENCY shall provide outreach services to clients in the target population(s) as directed in the relevant AAP and as reflected in PERFORMING AGENCY'S objectives and work plan as approved by RECEIVING AGENCY Program who live or receive services in the county(ies)/area defined as: Bexar.

PERFORMING AGENCY accepts responsibility and accountability for each subrecipient's compliance and timely submission of the documentation required in the quarterly report. PERFORMING AGENCY shall provide quarterly activity reports of the number of contacts with clients in the target population(s) in which priority intervention services are provided in accordance with PERFORMING AGENCY'S work plan. Such reports shall be submitted in the standard format provided by RECEIVING AGENCY Program either by mail or an electronic mail transmission as specified in in RECEIVING AGENCY Program's RFP for HIV Prevention Projects HIV-RFP-0038, dated April 8, 2002, or RFP for HIV Prevention Projects, HIV-RFP-0081, dated December 19, 2002, Renewal Application for Federal HIV Prevention Projects, dated May 26, 2004, and Renewal Application for Federal HIV Prevention Projects, dated June 30, 2005; due on or before the 20th calendar day of April 2006, July 2006, October 2006, and January 2007.

PERFORMING AGENCY shall submit all reports within the required time frames. The reports shall be completed to the satisfaction of RECEIVING AGENCY Program for reimbursement vouchers to be processed. If the reports do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, **Sanctions** Article.

PERFORMING AGENCY must submit program materials, which include pamphlets, fliers, videos, scripts for advertisements, etc, for the state materials review panel.

PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

PERFORMING AGENCY shall provide information on each client contact/prevention counseling session via the reporting system(s) designated by RECEIVING AGENCY. This information should be entered into the system no later than twenty (20) working days following the contact/initial counseling session. If RECEIVING AGENCY Program does not provide an online system for contact reporting, and RECEIVING AGENCY Program requires electronic data submission on contacts, the electronic contact data must be transmitted by PERFORMING AGENCY via diskette to RECEIVING AGENCY Program by the 15th of each month for the previous month's work.

PERFORMING AGENCY shall submit all data accurately and within the required time frames and to the satisfaction of RECEIVING AGENCY Program for reimbursement vouchers to be processed. If reporting practices do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, **Sanctions** Article.

PERFORMING AGENCY must protect the security of program reporting data and the confidentiality of client information. PERFORMING AGENCY must:

- Agree to protect paper records and electronic data collected and stored at your agency from security breaches and to keep such data confidential;
- Ensure that as data/information is elicited verbally from clients, client privacy is maintained and data are collected confidentially;
- Agree that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of client information and ensure that such environments are maintained;
- Ensure that data entered into program reporting system are input by only persons authorized by your agency;
- Assure that data integrity is maintained and data entered in program reporting systems are not altered for misrepresentation or falsification purposes;
- Understands that users of the program data systems will require user identification and authentication (such as challenge passwords), and that those persons entering data on PERFORMING AGENCY'S behalf will not attempt to circumvent such security measures;
- Ensure that data are accessed only by authorized persons;
- Ensure that program data are used in a manner that protects client privacy and is in accordance with federal and state statutes;
- Agrees to consult with legal counsel, when appropriate, to verify that all reasonable considerations for complying with federal and state statutes are being taken in regards to data use;
- Agrees to develop and implement policies and procedures for use of data in a secure manner that protects client privacy and prevents against unauthorized access to and use of program data;
- Agrees to implement policies and procedures for publication and redistribution of data, if program data are shared with other parties or providers;
- Agrees to protect data transported within your agency or to external agencies and to protect data transmitted electronically within the agency, or to external agencies (when not using RECEIVING AGENCY'S data reporting systems);
- Agrees that program reporting data submitted to RECEIVING AGENCY will be used to support RECEIVING AGENCY'S public health mission;
- Agrees to maintain retention and disposal policies and procedures that do not conflict with state and federal retention requirements, when applicable, and to assure that program data cannot be inappropriately accessed;
- Agrees to establish, publish, implement and make available policies on data security and client privacy at your agency, and to document procedures and train staff on the procedures pertaining to data security and client privacy;
- Agrees to maintain records demonstrating staff's agreement to abide by policies and procedures pertaining to data security and client privacy, and to make available such documentation on demand from RECEIVING AGENCY;
- Agrees to abide by rules of conduct/data security guidelines provided by RECEIVING AGENCY to safeguard the program reporting data;

- Agrees to communicate policy and procedures to those expected to abide by them and to develop a sanction policy to hold individuals responsible for their actions;
- Agrees to develop and implement any necessary data release/use agreements with collaborating agencies, institutions, or individuals;
- Agrees to implement data security and client privacy agreements to be signed by agency staff assigned to work with program reporting data, including staff at any subcontracting agencies;
- Agrees to make staff available for training on the use of program reporting systems and data security;
- Agrees to comply with RECEIVING AGENCY'S efforts to maintain lists of staff authorized to use the program reporting systems; and,
- Agrees to report breaches of confidentiality involving the program data reporting systems to RECEIVING AGENCY and to assist RECEIVING AGENCY in any investigation resulting from the report of such a breach.

TRAINING REQUIREMENTS

PERFORMING AGENCY must appropriately budget funds in order to meet the below training requirements.

ACTIVITY	COURSE TITLE	PARTICIPANTS	PREREQUISITE	REQUIREMENTS
ALL	Supervisor's Course	ALL PCPE/PBC, PCM, and EBI Supervisors	Complete PCPE training	ALL Supervisors shall attend this course within one (1) year of becoming a supervisor.
PBC-PCM	Protocol Based Counseling (PBC) Course	PCPE-PCM staff	Successful completion of <i>Prevention Groundwork</i> modules, completion of module essays and completion of initial observation portion of preceptorship.	Successful completion of RECEIVING AGENCY recognized course within six (6) months of employment.
PBC-PCM	Protocol Based Counseling Quality Assurance	PBC-PCM Supervisor	Complete PBC training	Supervisors shall attend this course within one (1) year of becoming a supervisor.

PCM	Prevention Case Management	ALL PCM case managers and supervisors	N/A	Successful completion of course within six (6) months of becoming a PCM or supervising a PCM.
EBI and PCM	Bridging Theory and Practice and Outcome Monitoring	All EBI and PCM Program staff responsible for program quality assurance.	N/A	Complete training within one (1) year of employment.
EBI	Community Assessment Methods	All EBI Program staff	N/A	Successful completion of training within one (1) year of employment.
EBI	Introduction to Facilitation	All EBI Program staff	N/A	Successful completion of training within one (1) year of employment.
ALL	Cultural Competency Training	All PERFORMING AGENCY Program staff supported by this contract Attachment	N/A	Successful completion within one (1) year of employment. Course shall be repeated as necessary based upon supervisor evaluation of PERFORMING AGENCY staff.
ALL	STD Facts and Fallacies	PERFORMING AGENCY Program staff	N/A	Complete training within two (2) years of employment.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Assurances** Article, is revised to include the following:

PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

General Provisions, **Records Retention** Article, is revised to include the following:

All records pertaining to this contract Attachment shall be retained by PERFORMING AGENCY and made available to RECEIVING AGENCY Program, the Comptroller

General of the United States, the Texas State Auditor, or any of their authorized representatives, and in accordance with RECEIVING AGENCY'S General Provisions.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, strict adherence to the General Provisions, **Confidentiality of Protected Health Information** Article is required. This Article is revised to include the following:

Neither PERFORMING AGENCY, 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, RECEIVING AGENCY may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

RECEIVING AGENCY will have access to a client or patient record in the possession of PERFORMING AGENCY, 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, RECEIVING AGENCY 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.

In addition to these conditions, PERFORMING AGENCY shall comply with RECEIVING AGENCY Program's HIV and STD Program Operation Procedures and Standards, 2003, and any revisions. All of the above-referenced documents are incorporated herein and made a part of this contract Attachment.

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

It is expected that when performing a venipuncture for HIV screening, a serology sample for syphilis will be offered at the same time.

Collaborative efforts require articulation through formal agreements. All providers must develop, maintain and **submit** yearly formal agreements in the form of Memorandum's of Understanding (MOU's) with the local health authority or the local STD program in the jurisdiction for Sexually Transmitted Disease (STD) and partner services. Additionally, all funded providers must develop and maintain yearly MOU's with other HIV Prevention and Services providers and collaborating entities. EBI providers that are not funded for PCPE must also maintain yearly MOU's with PCPE and STD providers in the jurisdiction to ensure effective, coordinated HIV Prevention counseling and testing, STD testing and treatment, and partner services.

SECTION III. BUDGET:

PERSONNEL	\$132,482.00
FRINGE BENEFITS	53,478.00
TRAVEL	3,710.00
EQUIPMENT	0.00
SUPPLIES	11,135.00
CONTRACTUAL	0.00
OTHER	19,820.00
TOTAL DIRECT CHARGES	\$220,625.00
INDIRECT CHARGES	\$11,725.00
TOTAL	\$232,350.00

Total reimbursements will not exceed \$232,350.00.

Financial status reports are due the 30th of April, 30th of July, 30th of October, and the 30th of March.

The indirect cost rate shown above is based upon an indirect cost rate on file at the RECEIVING AGENCY and subject to review by RECEIVING AGENCY fiscal monitors. Indirect charges to this contract may not exceed the amount shown above.

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

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

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

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

Signature

Date

Print Name of Authorized Individual

7460020708 2007-02

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489

ATTACHMENT II
Fund Group ID #26016108 - Public Health Support 2006/2007 - Federal
Fund 26016000
Funds Center 3607200000
Functional Area 3600400000030010
TDSHS Contract No. 7460020708 2007

<u>ESTIMATED REVENUES</u>	SAP GL No.	CURRENT BUDGET
Attachment #01	4501100	\$ 232,350
Total Estimated Revenues		<u>232,350</u>

APPROPRIATIONS

Evidence Based Intervention Program

36-07-20 01/01/2006 to 12/31/2006

Cost Center 3607200003

Internal Order 136000000299

Regular Salaries & Wages	5101010	131,382
Language Skill Pay	5101050	600
Social Security	5103005	10,051
Life Insurance	5103010	197
Personal Leave Buy Back Pay	5103035	500
Car Expense Allowance	5103055	3,000
TMRS	5105010	16,262
Education	5201025	0
Fees to Prof Contractors	5201040	0
Temporary Services	5202010	0
Other Contractual Services	5202025	5,489
Binding, Printing & Reproduction	5203060	0
Subscriptions to Publications	5203070	0
Linen & Laundry Service	5204010	0
Maint. & Rep. -Bldgs. & Impr.	5204050	0
Mail & Parcel Post Service	5205010	500
Rental of Facilities	5206010	0
Travel-Official	5207010	710
Maint & Repair Mat.- Mach & Equip	5301030	0
Office Supplies	5302010	2,500
Janitor Supplies	5303010	0
Clothing & Linen Supplies	5304005	0
Food	5304020	8,500
Chemicals, Medical & Drugs	5304040	5,635
Tools,Apparatus, & Accessories	5304050	3,000
Library Materials	5304065	0
Computer Software	5304075	0
Communications: Telephones	5403010	960
Pagers/Mobile phones	5403030	2,575
Automatic Data Processing Svcs	5403520	1,296
Gas & Electricity	5404530	0
Workers' Disability Compensation	5405020	500
Group Health Insurance	5405040	26,968
Computer Equipment	5501000	0
Indirect Cost	5406530	11,725

Total 36-07-20:

Total Appropriations \$ 232,350

PERSONNEL COMPLEMENT:

Activity 36-07-20

Cost Center 3607200003

Internal Order 136000000257

Class No.	Title	Previous Positions	Add (Delete)	Current Positions
0282	Health Program Specialist	3	-1	2
0284	Health Program Supervisor	1	-1	0
0918	Program Manager (.50 FTE)	1	0	1
0865	Special Project Officer	0	1	1
0865	Special Project Officer	0	1	1
	Total 36-07-20:	<u>5</u>	<u>0</u>	<u>5</u>

**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council
FROM: Fernando A. Guerra, MD, MPH, Director of Health
SUBJECT: AIDS Prevention Program
DATE: March 16, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept and execute a contract change totaling \$232,350.00 from the Texas Department of State Health Services (TDSHS) to renew support for the ongoing AIDS Prevention Program in the San Antonio Metropolitan Health District (SAMHD) for the period January 1, 2006 through December 31, 2006. This ordinance also adopts the program budget, approves the personnel complement and authorizes payments for contractual services.

Staff recommends approval.

BACKGROUND INFORMATION

The City Manager was authorized to execute the Public Health State Support Project 2006/2007 Contract 7460020708 2007 with TDSHS through an ordinance passed and approved on January 26, 2006, providing annual assistance to the City to support core public health activities provided by the SAMHD. Contract changes are made throughout the term of the contract in order to renew grant programs when their terms expire. TDSHS has now offered a contract change totaling \$232,350.00 through Contract Change Notice No. 01, Attachment No. 02 to renew support for the ongoing AIDS Prevention Program in the SAMHD. The AIDS Prevention Program provides information to targeted high-risk individuals to reduce the transmission of AIDS. The program provides a series of health education classes emphasizing positive health behaviors including safe sex practices.

The funding of \$232,350.00 for this program is the same as last year. The personnel complement of five (5) staff remains the same as last year.

POLICY ANALYSIS

Acceptance of this grant from TDSHS will continue the long-standing practice of utilizing Federal and State aid to support the local public health programs of the City.

FISCAL IMPACT

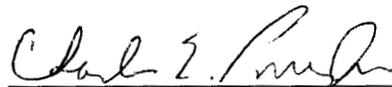
This TDSHS contract provides \$232,350.00 to renew support for the ongoing AIDS Prevention Program in the SAMHD.

COORDINATION

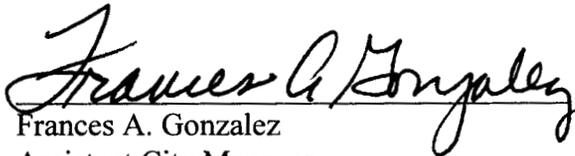
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed the contract with TDSHS. This ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

SUPPLEMENTARY COMMENTS

Provisions of the Ethics Ordinance do not apply.



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager

Approved for Council Consideration:



Sheryl Sculley
City Manager