

ORDINANCE 2022-09-01-0645

AUTHORIZING THE EXECUTION OF AMENDMENTS TO TWO AGREEMENTS WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO RELATED TO THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S HEALTHY NEIGHBORHOODS PROGRAM FOR CONTINUATION OF TOBACCO PREVENTION AND PROGRAM REFERRAL SERVICES THROUGH SEPTEMBER 29, 2023 AND INCREASING THE COMPENSATION OF ONE AGREEMENT BY \$40,929.00 FOR A TOTAL COMPENSATION NOT TO EXCEED \$156,479.00.

* * * * *

WHEREAS, in 2018, City Council authorized the acceptance of funds from the Centers for Disease Control and Prevention's (CDC) Racial and Ethnic Approaches to Community Health (REACH) grant in an amount of up to \$900,000.00 per year for up to 5 years; and

WHEREAS, the REACH grant aims to improve health, prevent chronic diseases, and reduce health disparities among certain racial and ethnic populations; and

WHEREAS, through the REACH grant, the San Antonio Metropolitan Health District (Metro Health) proposed to implement culturally tailored interventions to address the preventable behaviors of tobacco use, poor nutrition, and physical inactivity, building on the success of the Healthy Neighborhoods program and Office of Health Equity; and

WHEREAS, a key strategy of the REACH grant is to build and promote bidirectional Community-Clinical Linkages (CCL) between healthcare clinics and community-based health and prevention programs; and

WHEREAS, the University of Texas Health Science Center at San Antonio's (UTHSCSA or UT Health) Institute of Health Promotion Research (IHPR) exists to investigate causes and solutions to the inequitable impact of disease among Latinos in South Texas; and

WHEREAS, in 2020, Metro Health contracted with UT Health on behalf of the IHPR on a feasibility study for making Community-Clinical Linkages between Metro Health programs (Diabetes Prevention & Asthma) and the Robert B. Green Campus of University Health (UH) and UT Health; and

WHEREAS, through this project, IHPR facilitated relationships between Metro Health programs and resident physicians in family medicine clinics; and

WHEREAS, through an amendment in FY 2023, IHPR is expected to transition sustainability of the referral process to Metro Health, fully linking UH clients to Metro Health's prevention programs; and

WHEREAS, having a deep knowledge of and history with establishing the foundation of the CCL strategy, IHPR is uniquely positioned to move the CCL strategy forward due to existing relationships with clinic providers, their understanding of the significance of EMR systems in healthcare, and their role in promoting community health programs; and

WHEREAS, no other local organization has the full set of knowledge, skills, and abilities needed to meet grant required goals and metrics; and

WHEREAS, the renewal and amendment with UT Health seeks to continue to address a barrier to integrate and implement the UT Health electronic medical record referral system for tobacco use into clinical workflows; and

WHEREAS, in 2019, Metro Health contracted with UT Health to implement a tobacco-use screening and referral policy within one of the Robert B. Green clinics; and

WHEREAS, the goal of this activity was to ensure that 100% of patients were screened for tobacco use and referred to a quitline or behavioral specialist if the patient indicated tobacco use and a desire to quit; and

WHEREAS, amending a deliverable in FY 2023 will require UT Health to provide in-person training to REACH Healthy Neighborhoods Program staff and address challenges faced in preceding years to provide effective community health worker training; **NOW THEREFORE:**

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

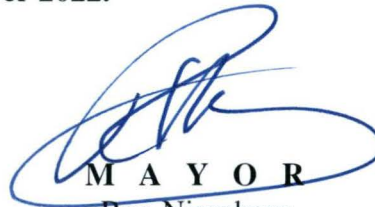
SECTION 1. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is authorized to execute amendments to two agreements with the University of Texas Health Science Center at San Antonio related to the San Antonio Metropolitan Health District's Healthy Neighborhoods program for continuation of tobacco prevention and program referral services through September 29, 2023 and increasing the compensation of one agreement by \$40,929.00 for a total compensation not to exceed \$156,479.00. A copy of the agreements in substantially final form are attached hereto and incorporated for all purposes as **Attachment I and II**.

SECTION 2. Funding is available from General Ledger 5201040, and Internal Order Number 136000000914 and Fund 2201636137 entitled "REACH FY23", for a total amount up to \$40,929.00. Payment not to exceed the budgeted amount is authorized to The University of Texas Health Science Center at San Antonio upon issuance of a purchase order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer 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 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 1st day of September 2022.



M A Y O R
Ron Nirenberg

ATTEST:



Debbie Racca Sittre, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting September 1, 2022

14.

2022-09-01-0645

Ordinance amending two agreements with the University of Texas Health Science Center at San Antonio related to the San Antonio Metropolitan Health District's Healthy Neighborhoods program for continuation of tobacco prevention and program referral services through September 29, 2023 and increasing the compensation of one agreement by \$40,929 for a total compensation not to exceed \$156,479. Funding is from the CDC-funded REACH Healthy Neighborhoods grant. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

Councilmember Sandoval moved to Approve on the Consent Agenda. Councilmember Cabello Havrda seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Courage, Perry

Absent: Pelaez

Attachment I

**AMENDMENT
OF PROFESSIONAL SERVICES AGREEMENT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District ("Metro Health") and The University of Texas Health Science Center at San Antonio ("Institution" or "CONTRACTOR") an institution of The University of Texas System and an agency of the State of Texas, on behalf of its Institute for Health Promotion Research. City and CONTRACTOR may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

WHEREAS, the U.S. Department of Health and Human Services' (DHHS) Racial and Ethnic Approaches to Community Health (REACH) Healthy Neighborhoods Project's (FALN #93.738, FAIN#NU58DP006589) purpose is to expand the existing Healthy Neighborhoods program to promote tobacco-free living, improved nutrition, and community-clinical strategies among African American and Latino communities on the near East, South, and West sides of San Antonio; and

WHEREAS, the City entered into an agreement ("the Agreement") with CONTRACTOR for services for a term of January 1, 2021 through September 29, 2021; and

WHEREAS, pursuant to the Agreement, CONTRACTOR services include supporting bi-directional communication/referrals between entities in the clinical sector and community based programs for Metro Health's REACH Healthy Neighborhoods Project (Project); and

WHEREAS, CONTRACTOR has continued to provide services as part of the Project and intends to continue to provide services in order to meet Project goals; and

WHEREAS, through an amendment executed on February 4, 2022, the Parties amended the Agreement to extend the term through September 29, 2022, amended the scope of services for CONTRACTOR to continue to provide additional services and increased the total compensation; and

WHEREAS, the Parties wish to amend the Agreement to extend the term through September 29, 2023, amend the scope of services for CONTRACTOR to continue to provide additional services and increase the total compensation; and

WHEREAS, it is in the best interest of the City that an amendment of the Agreement now be executed;
NOW THEREFORE:

City and CONTRACTOR agree to amend the Agreement as follows:

**ARTICLE I
AMENDMENTS**

1. Article I, "Term", Section 1.1 is amended to extend the term through September 29, 2023 as follows:

1.1 The term of this Agreement commences on January 1, 2021 and terminates on September 29, 2023.

2. Article II, "Scope of Services", Section 2.1 is amended to add additional services by adding section 2.1.8 as follows:

2.1.8 During the period of September 30, 2022 through September 29, 2023, CONTRACTOR shall (1) continue facilitating community and clinical linkages (CCL) planning and implementation meetings, (2) serve as the liaison for the bi-directional transfer of referrals and patient participation information for Metro Health programs and UHS providers, (3) implement the plan for sustainability, and (4) submit progress reports as follows:

- a. **CCL planning and implementation meetings.** CONTRACTOR shall facilitate CCL planning and implementation meetings for the purpose of discussing the implementation of CCL workflows and bi-directional referral processes between Metro Health and UHS clinics. These meetings will occur (a) between CONTRACTOR and Metro Health (e.g., bi-monthly meetings with Metro Health CCL coordinator), (b) between CONTRACTOR and UHS clinics, and (c) between CONTRACTOR, UHS, and Metro Health. The goal for these meetings will be to establish, build, and strengthen meaningful and mutually beneficial relationships for CCL work.
- b. **CCL liaison.** CONTRACTOR shall serve as the liaison for coordinated care for UHS patients using community health workers (CHWs). CONTRACTOR shall provide partial support for CHWs and research area specialists to:
 1. Manage the referral and enrollment of patients into the Diabetes Prevention and Diabetes Management programs. This includes research area specialists completing and submitting diabetes prevention and management enrollment forms.
 2. Manage the bi-directional transfer of program participant progress. This includes a research area specialist receiving participation data from the Diabetes Management and Prevention program at enrollment, mid-point, and program completion. This information will be entered into the patient's medical record by the referring research area specialist.
- c. **Plan for sustainability.** CONTRACTOR shall transition sustainability to Metro Health. CONTRACTOR shall work closely with UHS and Metro Health to implement the Sustainability Plan. CONTRACTOR shall explore methods to implement and manage the bi-directional referral process. Methods shall include, but are not limited to, CONTRACTOR providing for designated Metro Health staff to access the UHS medical records system (Epic) to directly manage the bi-directional referral process.
- d. CONTRACTOR shall work closely with UHS and Metro Health to develop a Sustainability Plan. CONTRACTOR shall explore methods to implement and manage the bi-directional referral process. Methods may include, but are not limited to, CONTRACTOR providing for designated Metro Health staff to access the UHS medical records system (Epic) to directly manage the bi-directional referral process.

Progress reports and dissemination or documentation. CONTRACTOR shall quarterly submit progress reports that describe activities that occurred for each noted month and provide information on the number of patients referred to each program. Contractor shall also submit a Final Report to include:

1. Summary of year of activities, including names of partner clinics and local health and prevention programs.
2. Number of clinics that have formal partnerships with local health and prevention programs.
3. Number of patients referred to local health and prevention programs (reported in aggregate, not identifiable).
4. Number of patients enrolled in local health and prevention programs in the community after receiving a referral from the partner clinic.
5. Summary of feedback gathered from providers through Key Informant interviews and

patients through interviews and/or satisfaction surveys.

6. Recommendations to the program for continuing and/or building on the work in subsequent years.

3. Article III, "Compensation to Contractor", Section 3.1 is amended to increase the total compensation and add subsections h. through k. as follows:

3.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, City agrees to pay CONTRACTOR a fee of ONE HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED SEVENTY NINE DOLLARS (\$156,479.00) as total compensation, to be paid to CONTRACTOR as set out below:

- a. Deliverable #1: 1st Quarterly Report (due February 28, 2021) - \$10,000.00
- b. Deliverable #2: 2nd Quarterly Report (due May 28, 2021) - \$10,000.00
- c. Deliverable #3: Final Report (due September 29, 2021) - \$18,000.00
- d. Deliverable #4: Monthly Progress Reports for January, February, March 2022 (due April 15, 2022) - \$19,000.00
- e. Deliverable #5: Monthly Progress Reports for April, May, June 2022 (due July 15, 2022) - \$19,000.00
- f. Deliverable #6: Monthly Progress Reports for July and August 2022 (due September 16, 2022) - \$19,000.00
- g. Deliverable #7: Sustainability Plan and Final Report due by September 30, 2022 - \$20,550.00
- h. Deliverable #8: Progress Reports for October, November, December 2022 (due January 16, 2023) - \$10,000.00
- i. Deliverable #9: Progress Reports for January, February, March 2023 (due April 17, 2023 - \$10,000.00
- j. Deliverable #10: Progress Reports for April, May, June 2023 (due July 17, 2023) - \$10,000.00
- k. Deliverable #11: Progress Reports for July, August 2023 and Final Report due September 30, 2023 - \$10,929.00

ARTICLE II.

TERMS AND CONDITIONS

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by the Parties by amendment.

EXECUTED and **AGREED** to on this _____ day of _____, 2022. This amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER
AT SAN ANTONIO**

Claude A. Jacob
Health Director
San Antonio Metropolitan Health District

DocuSigned by:
 8/3/2022
D583EC780819486...
Rachel E. Schofield
Manager, Contracts & Agreements

APPROVED AS TO FORM:

City Attorney

Attachment II

**RENEWAL AND AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT**

This renewal and amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, ("City") acting by and through the San Antonio Metropolitan Health District ("Metro Health") and The University of Texas Health Science Center at San Antonio on behalf of its Center for Research to Advance Community Health (ReACH) (hereinafter referred to as "Institution"), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

WHEREAS, through Ordinance No. 2019-04-04-0279, passed and approved on April 4, 2019, City Council authorized the execution of a Professional Services Agreement (hereafter the "Agreement") with Institution; and

WHEREAS, said Agreement provides that Institution develop and evaluate the effectiveness of policies related to tobacco cessation in a healthcare setting in order to promote the mission of Metro Health's Healthy Neighborhoods Program; and

WHEREAS, the executed Agreement provides for an initial term commencing on January 1, 2019 and terminating on September 29, 2019; and

WHEREAS, the Agreement between the Parties provides for the option to renew for four additional one- year periods; and

WHEREAS, through a renewal executed on November 25, 2019, the Parties renewed the Agreement for a one-year term from September 30, 2019 through September 29, 2020; and

WHEREAS, thereafter, the Parties amended the Agreement to add services and increase the compensation applicable only for the initial renewal period through an amendment executed April 29, 2020; and

WHEREAS, through a second renewal executed on November 18, 2020, the Parties renewed the Agreement for a one-year term from September 30, 2020 through September 29, 2021 on the original terms and conditions; and

WHEREAS, through a third renewal executed July 6, 2021, the Parties renewed the Agreement for an additional one year period for the period of September 30, 2021 through September 29, 2022 on the original terms and conditions; and

WHEREAS, the Parties now wish to renew this Agreement for an additional one year period for the period of September 30, 2022 through September 29, 2023 and due to increased training needs of staff, amend the scope of services of the Agreement to revise the training provided and to change deliverable dates; **NOW THEREFORE:**

**I.
RENEWAL**

Pursuant to the provisions of Section 1.1 of the Agreement, City and Institution mutually agree to renew and extend the term of said Agreement for a period of one year, commencing on September 30, 2022 and terminating on September 29, 2023, under the same terms conditions as stated in said Agreement, except as amended herein.

II.

AMENDMENTS

1. Article II, "Scope of Services", Section 2.1 is amended by deleting the ~~strike through~~ and adding the underline language to read:

2.1 Institution agrees to provide the following services during the term of the agreement described in this Article II. entitled Scope of Services in exchange for the compensation described in Article III. Compensation:

a) Institution will develop and evaluate the effectiveness of policies related to tobacco cessation in a healthcare setting, specifically, a University Health System clinic. The deliverables will include a work plan, tobacco cessation data update, clinic policy evaluation, and community health worker training, certification, and continuing education program.

b) Institution shall submit a detailed work plan to Metro Health for feedback and approval by November 30th ~~April 12th~~. The work plan shall provide contract timelines and agreed upon process measures.

c) Institution shall develop and implement a tobacco screening and referral policy and train clinic staff (to include data on the percent of staff completing the training) to be completed by September 1st. Institution shall select a clinic to implement a tobacco screening and referral system; administer an assessment of the current status of the clinical referral policy at the selected clinic; develop an implementation plan that includes a strategy for measuring compliance, integration with EMR, and referral processes (Quit texts vs. replacement therapy vs. cessation classes); and submit a final report at the end of the project year (September 1st) that documents compliance with policy and recommendations for improvement.

d) Institution shall develop and implement a community health worker training workshop to be completed by March 31, 2023. By March 31, 2023, Institution shall provide one, one-day (6 hour), in-person training on topics relevant to the community health workers in the REACH Healthy Neighborhoods Program. Institution shall make training available to at least 60 attendees, at least 30 of which will be reserved for REACH Healthy Neighborhoods staff and referrals made by REACH Healthy Neighborhoods. Minimally, Institution shall send electronic invitations to invitees at least 30 days prior to the workshop date. Healthy refreshments shall be provided by Institution. Training location shall support social distancing.

~~d) Institution shall develop a community health worker training program to be completed by September 1st. By September 1st, to develop a curricula of topics relevant to the community health workers in the REACH Healthy Neighborhoods Project which shall be offered by Institution for continuing education credit through the Institution's Project ECHO (Extension of Community Health Outcomes) telementoring model.~~

e) Institution will develop a limited number (4) of culturally appropriate messages to promote the use of Quitxt, a text-based program designed to encourage smokers to quit smoking. These messages can be used by Metro Health and its collaborators to reach high risk populations regarding tobacco prevention and cessation to be completed by March 31, 2023. ~~September 1st~~. Quitxt is evidence-based program and available in both English and Spanish. Quitxt will be made available to patients at no-cost. Institution will provide Metro Health reports detailing enrollment numbers and other descriptive information.

III.

TERMS AND CONDITIONS

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form.

Executed this the 17th day of August, 2022.

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT**

SAN ANTONIO

Rachel E. Schofield

DocuSigned by
D563EC780819488

Rachel E. Schofield
Manager, Contracts & Agreements
Office of Sponsored Programs

CITY OF SAN ANTONIO

Claude A. Jacob

Health Director

San Antonio Metropolitan Health District

Date: 8/17/2022

Date: _____

APPROVED AS TO FORM:

City Attorney