MH/vv
08/11/16
Item #9

AN ORDINANCE 2016-08-11-0595

AUTHORIZING AN AGREEMENT WITH THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL (STRAC) TO PROVIDE FUNDING TO STRAC IN AN AMOUNT NOT TO EXCEED $7,500.00 IN SUPPORT OF A MULTIAGENCY FUNDED LICENSE FOR EVERBRIDGE SOFTWARE AND OTHER MEDICAL RESPONSE SYSTEMS RELATED TO PUBLIC HEALTH EMERGENCY PREPAREDNESS ACTIVITIES FOR BEXAR COUNTY FOR THE PERIOD ENDING JUNE 30, 2017.

* * * * *

WHEREAS, in FY 2015 in response to decreasing Public Health Emergency Preparedness (PHEP) and Hospital Planning and Preparedness funds, the San Antonio Metropolitan Health District (Metro Health) in conjunction with STRAC, the Texas Department of State Health Services (DSHS) Region 8 and the many hospital facilities throughout DSHS Region 8 initiated a multi-agency cost sharing plan to enhance efficiencies that would maintained medical response systems; and

WHEREAS, Metro Health is requesting City Council authorization of an agreement with STRAC to provide funding in an amount not to exceed $7,500.00 in support of a multiagency funded license for the EverBridge License used to notify medical staff in an emergency event and maintenance of services related to public health emergency preparedness and other medical response systems; and

WHEREAS, this will allow Metro Health's PHEP program to comply with grant deliverables with greater cost efficiencies and enhance medical response capabilities throughout DSHS Region 8; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee is authorized to execute an agreement with the Southwest Texas Regional Advisory Council (STRAC) to provide funding to STRAC in an amount not to exceed $7,500.00 in support of a multiagency funded license for Everbridge software and other medical response systems related to public health emergency preparedness activities for Bexar County for the period ending June 30, 2017. A copy of said agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Funds have been appropriated in Fund 2201636003 entitled "PHEP Hazards 2017" and Internal Order 1360000000689. Payment is authorized to STRAC upon issuance of a Purchase Order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP

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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 11th day of August, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**9 (in consent vote: 5, 6, 8, 9, 10, 11, 12, 14, 15)**
Date:	08/11/2016
Time:	12:17:19 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an agreement with the Southwest Texas Regional Advisory Council to provide funding to STRAC in an amount not to exceed $7,500.00 in support of a multiagency funded license for EverBridge software and maintenance cost related to other medical response systems related to public health emergency preparedness activities for Bexar County for a period ending June 30, 2017. [Erik Walsh, Deputy City Manager; Dr. Vincent R. Nathan, Interim Director of Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

AGREEMENT TO USE FUNDS
OF THE CITY OF SAN ANTONIO

THIS AGREEMENT is entered into by and between the City of San Antonio, Texas Municipal Corporation (City) acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on _____ 2016 and the Southwest Texas Regional Advisory Committee (hereinafter referred to as STRAC, or Recipient) by and through its Executive Director, WITNESSETH:

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) has identified that funds provided by the State of Texas should be provided to STRAC for the purchase of a multiagency funded software license, EverBridge, and other related public health emergency preparedness activities for Bexar County; and

WHEREAS, City Council hereby finds that such expenditure serves a municipal public purpose in that it will benefit the City's public health and safety; NOW THEREFORE:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.
"Recipient" is defined in the preamble of this Agreement and includes its successors.
"Director" shall mean the Director or interim director of the San Antonio Metropolitan Health District.
"TDSHS" shall be defined as the Texas Department of State Health Services ("Department"), the agency that funds, oversees the Public Health Emergency Preparedness and Emergency Preparedness Discretionary Grants.
"Emergency Preparedness Grant" shall be defined as the TDSHS Public Health Emergency Preparedness Grant which is the funding source for this contract.
"SAO," shall be defined as the Texas State Auditor's Office.
"OIG" shall be defined as the Office of the Inspector General.
"CGUS," shall be defined as the Comptroller General of the United States.

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence upon execution and shall terminate on June 30, 2017.

2. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all services and activities set forth in this Agreement, City agrees to reimburse Recipient in an amount not to exceed $7,500.00 for the purchase of a multiagency funded software license, EverBridge, software related to public health emergency preparedness activities for Bexar County.

   Recipient shall further:

   a. Purchase the EverBridge Notification System license;
   b. Provide a Seat at the Regional Medical Operation Center (RMOC) to include maintenance of IT Equipment, furniture, and supplies to be shared among all of public health (regional and local) as well as the regional hospitals via STRAC;
   c. Provide compliance assistance with Texas Joint Commission requirements for All-Hazards exercises and Hazard Vulnerability Assessment (HVA) reviews;
   d. Provide STRAC-ID for all physicians affiliated with regional hospitals;
   e. Participate in at least one Full Scale Exercise to meet Hospital Planning and Preparedness/Public Health Emergency Preparedness (HPP/PHEP) exercise requirements;
   f. Provide Mobile Satellite Phone/Radio service for SAMHD, DSHS Region 8, Emergency Management (City of San Antonio/Bexar County) and regional hospitals;
   g. Maintain operation of a central node (MEDCOM Communication Center) for all requests for

assistance and ability to rapidly dispatch Ambuses, helicopters (AirLife), and disaster response team assets 24 hours a day;

h. Provide coordination of meetings with other Preparedness/Emergency Operations Center (EOC) Representatives from the community and best practices sharing;

i. Provide access to subject matter expertise in a wide array of healthcare preparedness and incident management issues in order to coordinate consultative services and to identify Medical Specialist Physicians from the regional hospitals during emergency responses via the RMOC.

3. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the City is required to perform pursuant to Chapter 252 of the Local Government Code, as applicable. Recipient agrees to provide City with invoices for the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the following address:

City of San Antonio
Accounts Payable
P.O. Box 839976-3976
San Antonio, TX 78283
ap@sanantonio.gov

4. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. Recipient further agrees to maintain records verifying the use of the equipment for public health support purposes for each year throughout the term of this Agreement. All of the above described records shall be subject to audit by the City or its contracted auditor.

5. Any literature, signs, or print advertising of any type appearing on any medium which refers to, or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio".

6. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.

7. In the event that Recipient fails to meet any of its obligations under this Agreement, fails to use the funds for the purposes set out herein, or the Recipient no longer uses the equipment described in this Agreement in connection with Recipient's programs, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.

8. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

9. Recipient agrees to comply with and be subject to all applicable subcontractor provisions as outlined in the FY16 Statement of Work for the TDSHS Emergency Preparedness Grant and the FY16 TDSHS Contract General Provisions. In addition, Recipient acknowledges that funds for this agreement are from the TDSHS Emergency Preparedness Grant. Recipient agrees to comply with all terms and conditions associated with said funds as directed by the City or as required by this Agreement, to include but not limited to the following:

Retention

a. Recipient shall retain and preserve records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Recipient shall maintain all records, including but not limited to financial that are generated or collected by Recipient under the provisions of this Contract for a period of four years after the termination of this Contract.

b. If the federal retention period for services are funded through Medicaid is more than four years, then the Recipient will retain the records for longer period of time.

c. Recipient shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

d. Recipient shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

e. Recipient shall include this provision concerning records retention in any subcontract it awards.

f. Recipient ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four years from the date Recipient ceases business or from the date this Contract terminates, whichever is sooner.

g. Recipient shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to this Contract.

Access and Inspection

In addition to any right of access arising by operation of law, Recipient and any of Recipient's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO) or any of their successor agencies, unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Recipient shall produce original documents related to this Contract. The Department and HHSC shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

Recipient shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

State Auditor's Office

Recipient shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Recipient understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Recipient shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds shall apply to Contract funds disbursed by Recipient to its subcontractors, and Recipient shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Recipient awards.

Certification

Recipient certifies by execution of this Contract to the following and will include such in all of its subcontracts:

a. It is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b. Neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state Department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);
c. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d. It is not subject to an outstanding judgment in a suit against Recipient for collection of the balance of a debt;
e. It is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Recipient;
f. That no person who has an ownership or controlling interest in Recipient or who is an agent or Managing employee of Recipient has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g. Neither it, nor its principals have within the three year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Recipient or its principals;
h. Neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses in subsection (g) above; and
i. Neither it, nor its principals with in a three year period preceding his Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Where Recipient is unable to certify to any of the statements in this Article, Recipient shall submit an explanation to the contract manager assigned to the Contract. Also, if Recipient's status with respect to the items certified in this Article changes during the term of this Contract, Recipient shall immediately notify the contract manager assigned to the Contract.

Status of Subcontractors

Recipient shall require that all subcontractors certify that they are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract (Assurances and Certifications Article) or the Conflict of Interest or Transactions

Between Related Parties sections (General Terms Article); and

f. Not had a contract terminated by the Department.

Recipients shall further require that subcontractors certify that they have not voluntarily surrendered within the past three years any license issued by the Department.

Lobbying

a. Recipient shall comply with Texas Government Code §556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Recipient shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any Jaw, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC §1352).

b. If at any time this Contract exceeds $100,000 of federal funds, Recipient shall file with the contract manager assigned to the Contract a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Recipient in connection with this Contract, a certification that none of the funds provided by Department have been or shall be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Recipient has an agreement.

c. Recipient shall file the declaration, certification, and disclosure:
   1. At the time of application for this Contract;
   2. Upon execution of this Contract unless Recipient previously filed a declaration, certification, or disclosure form in connection with the award; and
   3. At the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Recipient shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Contract. Recipient shall include this provision in any subcontracts.

Bankruptcy

In the event of bankruptcy, Recipient shall sever Department property, equipment, and supplies in possession of Recipient from the bankruptcy, and title must revert to Department. If directed by TDSHS, Recipient shall return all such property, equipment and supplies to TDSHS.

Recipient shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to TDSHS.

10. **INSURANCE**

Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

11. **INDEMNITY**

Any and all of the employees of Recipient, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of Recipient only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Recipient.

Recipient indemnifies, saves, and holds harmless the City against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any workers' Compensation claim of whatsoever character arising herein.

Recipient shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

12. For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:	Vincent R. Nathan, PhD, MPH Interim Health Director San Antonio Metropolitan Health District 111 Soledad, 10th Floor, Suite 1000 San Antonio, Texas 78205
Recipient:	Eric Epley Director, Southwest Texas Regional Advisory Committee 7500 Highway 90 West, Suite200 San Antonio, TX 78227

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

13. Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program. Recipient shall provide immediate written notice to City, if, at any time during the term of this contract, including any renewals hereof, Recipient learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

14. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

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

16. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

IN WITNESS OF WHICH this Agreement has been executed on this ____ day of _____, 2016.

CITY OF SAN ANTONIO:

_____
Vincent R. Nathan, PhD, M.P.H.
Interim Health Director
San Antonio Metropolitan Health District

APPROVED AS TO FORM

_____
City Attorney

SOUTHWEST TEXAS ADVISORY COMMITTEE
Vendor Identification number: _____

_____
Eric Epley
Director