

AN ORDINANCE 2009-04-09-0282

AUTHORIZING TWO AGREEMENTS WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) TO FUND THE PURCHASE OF EQUIPMENT FOR MILK TESTING SERVICES PROVIDED BY THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) Milk Sample Lab Testing Program analyzes approximately 5,000 milk samples per year from processing plants located in San Antonio and the surrounding Texas Department of State Health Service (TDSHS) Region 8 area; and

WHEREAS, the samples are processed within 48 to 72 hours after collection and tested for bacteria, pasteurization, antibiotics and excess water; and

WHEREAS, the TDSHS pays for this work through an annual fee-for-service contract; and

WHEREAS, this year, the TDSHS is providing a contract in order for the SAMHD to purchase equipment needed for one of the procedures; and

WHEREAS, to accommodate this need, the TDSHS will reduce the amount of the current milk testing contract by the estimated cost of the equipment; **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 a contract amendment and a contract with the Texas Department of State Health Services (TDSHS) in order to fund the purchase of equipment for milk testing services provided by the San Antonio Metropolitan Health District. A copy of said contract amendment and contract in substantially final form are attached hereto and incorporated herein for all purposes as **Attachment I** and **Attachment II**.

SECTION 2. Fund 2601636006 entitled "Texas Department of State Health Service" and Internal Order 136000000392, are hereby designated for use in the accounting for the fiscal transaction of these contracts.

SECTION 3. The budgets which are attached hereto and incorporated herein for all purposes as **Attachment III** and **Attachment IV** are approved and adopted for entry in the City Books.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

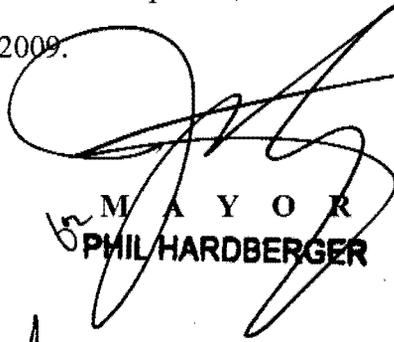
MH/mgc
04/09/09
Item #22

Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective on and after April 19, 2009.

PASSED AND APPROVED this 9th day of April, 2009.

ATTEST: *Lucia M. Vetter*
City Clerk


MAYOR
PHIL HARDBERGER

APPROVED AS TO FORM: *Hollis Young*
City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 22

Name:	8, 9, 10, 11, 12, 14A, 14B, 14C, 14D, 15, 16, 18, 20A, 20B, 22, 23
Date:	04/09/2009
Time:	03:38:53 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing two agreements with the Texas Department of State Health Services (TDSHS) to fund the purchase of equipment for milk testing services provided by the San Antonio Metropolitan Health District. [Frances A. Gonzalez, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5	x					
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and CITY OF SAN ANTONIO (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2009-028486 (Contract) in accordance with this Amendment No. 001A : Milk & Dairy, effective 03/02/2008.

The purpose of this Amendment is to decrease contract dollar amount from \$72,500.00 to \$64,855.00 thereby decreasing the total amount by \$7,645.00.

Therefore, DSHS and Contractor agree as follows:

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 001 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Core Contract is revised as follows:

2. Total Amount of the Contract and Payment Method(s). The total amount of this Contract is \$72,500.00 \$64,855.00, and the payment method(s) shall be as specified in the Program Attachments.

Change Program Attachment as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

Total reimbursements will not exceed ~~\$72,500.00~~ \$64,855.00.

Department of State Health Services

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Fernando A. Guerra, M.D., MPH

Director of Health

Director, Client Services Contracting Unit

332 W. Commerce, Suite 307

San Antonio, Texas 78205

210-207-8730

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Fernando.Guerra@sanantonio.gov

ATTEST:

(512) 458-7470

Leticia M. Vacek, City Clerk

Bob.Burnette@dshs.state.tx.us

Date: _____

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-030981 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF SAN ANTONIO (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$7,645.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 03/02/2009 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2009-030981-001 Milk Group
 - c. General Provisions (Vendor)
 - d. Solicitation Document(s). N/A
 - e. Contractor's response(s) to the Solicitation Document(s). N/A
 - f. Exhibits. N/A

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

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

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

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

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

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

DEPARTMENT OF STATE HEALTH SERVICES

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date
Fernando A. Guerra, M.D., MPH
Director of Health
332 W. Commerce, Suite 307
San Antonio, Texas 78205
210-207-8730
Fernando.Guerra@sanantonio.gov

Bob Burnette, C.P.M. CTPM
Director, Client Services Contracting Unit

ATTEST:

Leticia M. Vacek, City Clerk

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756
(512) 458-7470

Date: _____
APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

Bob.Burnette@dshs.state.tx.us

CONTRACT NO. 2009-030981
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: CITY OF SAN ANTONIO

DSHS PROGRAM: Milk Group

TERM: 03/02/2009 THRU: 08/31/2009

SECTION I. STATEMENT OF WORK:

Department of State Health Services (DSHS) will provide the Contractor funding to procure laboratory equipment to perform analysis of Grade A raw milk to achieve consistency of lab analysis with other labs across the state.

SECTION II. PERFORMANCE MEASURES: Contractor's performance will be measured in part on the achievement of the following activities and performance measures.

- Within the Program Attachment term, acquire the Advanced Model 4250 cryoscope.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Lump Sum

SECTION VI. BILLING INSTRUCTIONS:

DSHS will submit a lump sum payment as specified in SECTION VIII. BUDGET to Contractor after this Program Attachment is fully executed by both parties.

SECTION VII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, Section 1.03 **Reporting**, is replaced with the following:

- Contractor shall submit to DSHS no later than 45 days after the end of the Program Attachment term:
- a copy of paid receipts for the full amount of the contract. If the project's costs are less than funds received, Contractor shall return the excess funds to DSHS at the end of the Program Attachment term. Failure to timely submit receipts and return

funds may result in repayment of all funds provided to contractor in this contract attachment.

Documentation shall be submitted to the following address:

Environmental and Consumer Safety Section, Policy/Standards/QA Unit, Milk Group
Texas Department of State Health Services, Mail Code 2828
Attn: John McDaniel
1100 West 49th Street
Austin, TX 78756

Contractor may submit the invoice and paid receipts via facsimile at 512-834-6756, Attn: John McDaniel.

General Provisions, **Payment Methods and Restrictions** Article IV is replaced with the following:

DSHS will submit a lump sum payment as specified in SECTION VIII. BUDGET to Contractor no later than thirty (30) days after this Program Attachment is fully executed. If the project's costs are less than funds received, Contractor shall return the excess funds to DSHS at the end of the Program Attachment term.

General Provisions are revised to include the following:

- **Disposition of Property.** If the Contractor stops performing lab services for Grade A raw milk analysis for DSHS, the Contractor shall request, within 10 working days, disposition approval and instructions in writing from the Department of State Health Services, Environmental and Consumer Safety Section, Policy/Standards/QA Unit, Milk Group, Mail Code 2828, 1100 W. 49th St., Austin, Texas 78756. After an item reaches the end of its useful life, the Contractor must ensure that the equipment disposition is in accordance with Generally Accepted Accounting Principles. This provision survives the term of this Program Attachment for a period of five (5) years. Disposition must occur within the time period set forth in the disposition approval and instructions letter. Failure to timely act may result in repayment of all funds provided to contractor in this contract attachment.

SECTION VIII. BUDGET:

DSHS will make a lump sum payment of \$7,645.00 to Contractor no later than thirty (30) days after this Program Attachment is executed by both parties.

SOURCE OF FUNDS: State

Attachment III

Public Health State Support Project 2008-2009 (State)
Fund No. 2601636006
Functional Area - 3600500000020032
TDSHS Contract No. 2009-028486-001
Budget Period: 9/1/08 - 8/31/2009

<u>ESTIMATED REVENUES</u>	OBJ-CODE	PREVIOUS BUDGET
TDSHS 2009-028486-001	4501110	\$ 64,855
Total Estimated Revenues		<u>64,855</u>

APPROPRIATIONS

Cost Center 3610340003		
Internal Order 136000000392		
Fees to Professional Contractors	5201040	<u>64,855</u>
Total Appropriations		<u>\$ 64,855</u>

TDSHS Milk Group 2009-030981
Fund
Functional Area

3/2/2009 - 8/31/2009

<u>ESTIMATED REVENUES:</u>	<u>GL</u>	<u>BUDGET</u>
TDSHS 2009-030981		\$7,645.00
Total Estimated Revenues:	\$	<u><u>\$7,645.00</u></u>

APPROPRIATIONS:
Milk Group - 2009-030981

Activity:
Cost Center
Internal Order

Regular Salaries and Wages	5101010		
Retirement Benefits - Soc. Sec.	5103005		
Life Insurance	5103010		
Flexible Benefits Contribution	5104030		
Retirement Benefits	5105010		
Fees to Prof. Contractors	5201040		
Disposal Services	5201041		
Advertising and Publications	5203040		
Membership Dues and Licenses	5203050		
Binding Printing and Reproduction	5203060		
Transportation (mileage)	5203090		
Maintenance -Bldgs	5204050		
Rental of Equipment	5204070		
Maintenance & Repair - Mach. & Equip	5204080		
Mall and Parcel Post Service	5205010		
Rental of Facilities	5206010		
Travel-official	5207010		
Alarm and Security Services	5208530		
M&R Material/Bldg/Imp	5301010		
Office Supplies	5302010		
Janitor Supplies	5303010		
Chemicals, Medical and Drugs	5304040		
Disposal Services	5201041		
Tools and Apparatus	5304050		
Software Licensing	5404520		
Gas and Electricity	5403040		
Automatic Data Processing Services	5403520		
Phone and Fax Services	5403010		
Rental of Pagers	5403030		
Indirect	5406530		
Capital Outlay<5000 Computer Equipment	5501000		
Cap<5000 Furn - & Fix	5501065		
Machinery & Equipment	5501055		
TOTAL		<u>\$7,645.00</u>	<u>0</u>
	\$	<u><u>\$7,645.00</u></u>	<u><u>0</u></u>

PERSONNEL COMPLEMENT:

Activity
Cost Center
Internal Order