MH/vv
05/07/15
Item #22

AN ORDINANCE 2015-05-07-0375

AUTHORIZING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE BEXAR COUNTY HOSPITAL DISTRICT, D/B/A UNIVERSITY HEALTH SYSTEM (UHS) TO EXTEND THE TERM OF THE AGREEMENT AND AUTHORIZE THE ACCEPTANCE OF COMPENSATION FROM UHS IN THE AMOUNT OF $190,768.08 FOR THE PERIOD APRIL 1, 2015 THROUGH MARCH 31, 2016 WITH THE OPTION TO RENEW FOR AN ADDITIONAL ONE YEAR TERM.

* * * * *

WHEREAS, since 1965, Bexar County, and later the University Health System (UHS), has contracted with the City of San Antonio for the San Antonio Metropolitan Health District (Metro Health) to provide certain public health services to residents of unincorporated Bexar County; and

WHEREAS, these services include dental screening and treatment, sexually transmitted disease control, tuberculosis control, emergency preparedness and response, and health education programs; and

WHEREAS, the responsibilities of both parties are defined in an Interlocal Agreement that currently extends through March 31, 2015; and

WHEREAS, the fees charged for these services are adjusted annually to reflect the costs of providing them; and

WHEREAS, this Ordinance amends the current Interlocal Agreement to extend the term and set out fees for the period April 1, 2015 through March 31, 2016; **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 hereby authorized to execute an amendment to the Interlocal Agreement with the Bexar County Hospital District, d/b/a University Health System to extend the term of the agreement and authorize the acceptance of compensation from UHS in the amount of $190,768.08 for the period April 1, 2015 through March 31, 2016 with the option to renew for an additional one year term. A copy of the amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 236000000011 and General Ledger 4301110.

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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 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 7th day of May, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**22 (in consent vote: 5, 6, 7, 8, 9, 10, 12, 13, 15, 17, 18, 19, 22, 24, 25B)**
Date:	05/07/2015
Time:	09:27:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to the Interlocal agreement with the Bexar County Hospital District, d/b/a University Health System to extend the term of the agreement and authorize the acceptance of compensation from UHS in the amount of $190,768.08 for the period April 1, 2015 through March 31, 2016 with the option to renew for an additional one year term. [Erik Walsh, Deputy City Manager; Dr. Thomas L. Schlenker, Director of Public Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	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

STATE OF TEXAS	§	**ELEVENTH AMENDMENT TO**
	§	**INTERLOCAL SERVICES AND**
	§	**PLANNING AGREEMENT WITH**
COUNTY OF BEXAR	§	**HEALTH DISTRICT (SAMHD)**
		(UHS Contract No. 2900051-09)

This Eleventh Amendment to the Agreement for Services and Planning (the "Amendment") by and between the **City of San Antonio,** a home-rule municipality situated within Bexar County, Texas, herein called "CITY" and the **Bexar County Hospital District d/b/a University Health System,** a political subdivision of the State of Texas, herein called "UHS"), is entered into this 1st day of April, 2015, pursuant to the Texas Interlocal Cooperation Act.

WITNESSETH

WHEREAS, the governing bodies of cities, counties and other governmental entities may establish health districts for the operation of a coordinated health program for the members of such districts; and

WHEREAS, the governing bodies of the CITY and Bexar County (COUNTY) have established a health district by mutual agreement; and

WHEREAS, effective January 1, 2009, UHS and the City entered into an Interlocal Agreement (the "Agreement") that is also referenced as City of San Antonio City Ordinance 2008-12-11-1171 to secure public health, laboratory, and emergency preparedness services for persons residing in unincorporated Bexar County from the CITY by and through the San Antonio Metropolitan Health District (HEALTH DISTRICT), and for the CITY to secure clinical and other services performed by UHS that complement and/or are required by the HEALTH DISTRICT; and

WHEREAS, UHS and City have previously amended the Agreement to incorporate the agreed specific terms reflecting the amount of compensation to be paid by UHS for services provided by the CITY through the HEALTH DISTRICT for CITY fiscal and calendar years 2010 - 2015 and through March 31, 2015; and

WHEREAS, UHS and CITY have again reviewed the service needs of the community and the cost of service pursuant to Article VI of the Agreement and wish to extend the Agreement and amend the compensation accordingly to reflect the amount to be paid by UHS for services provided by the CITY through the HEALTH DISTRICT during the period of the extension between April 1, 2015 and March 31, 2016; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I
PURPOSE AND EFFECTIVE DATE

1.01 The purpose of this Amendment is to amend the said Interlocal Services and Planning Agreement to incorporate the agreed specific terms regarding services to be provided by CITY through the HEALTH DISTRICT and compensation amount to be paid by UHS for said services as set out in Attachment A-11 for the period April 1, 2015 through March 31, 2016. This Amendment shall be effective April 1, 2015.

ARTICLE II
AMENDMENTS

2.01 Article II, "Term" is hereby amended as follows:

> 2.01 By agreement of the PARTIES, the Interlocal Agreement between the PARTIES entered into on September 21, 2006 with a term beginning on October 1, 2006, and previously extended by written amendment, is hereby amended effective April 1, 2015 to end on March 31, 2016. Upon agreement of the PARTIES, this Agreement may be renewed for an additional one year term on the same terms and conditions. The HEALTH DISTRICT Director shall have authority to execute the renewal on behalf of the CITY without further City Council action.

2.02 Article VI, "Cost of Service," is hereby amended to reflect the addition of 6.01.10, related to the payment for services by UHS:

> 6.01.10 For the period beginning on April 1, 2015 through March 31, 2016, UHS agrees to pay, and the CITY agrees to accept, the total sum of ONE HUNDRED NINETY THOUSAND, SEVEN HUNDRED SIXTY EIGHT AND 08/100THS DOLLARS ($190,768.08) payable in equal monthly payments of FIFTEEN THOUSAND EIGHT HUNDRED NINETY SEVEN AND 34/100THS ($15,897.34). The calculation of compensation for the period beginning on April 1, 2015 and ending on March 31, 2016 is shown on the revised Attachment A (now identified as Attachment A-11) which is attached hereto as a substitution for the previous Attachment A and incorporated herein as part of this agreement for all purposes.

ARTICLE III
TERMS AND CONDITIONS

3.01 All other terms and conditions of this Agreement remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE WRITTEN ABOVE

Bexar County Hospital District d/b/a University Health System:

BY: _____
GEORGE B. HERNÁNDEZ, JR.
President/Chief Executive Officer

APPROVED AS TO FORM:

BY: _____
BRIGID SHERIDAN
Staff Attorney
University Health System

City of San Antonio:

BY: _____
ERIK WALSH
Deputy City Manager

ATTEST:

BY: _____
LETICIA M. VACEK
City Clerk

APPROVED AS TO FORM:

_____
MARTHA G. SEPEDA
Acting City Attorney

Public Health Services Interlocal Agreement
Unincorporated Bexar County
Calculation of Costs To Provide Services
April 1, 2015 - March 31, 2016

Costs for Clinical Services [1]

Division	Division Costs	Personnel Costs	Indirect Costs [2]	Less Revenues [3]	Net Costs	% Clinical	County Usage [4]	UHS Cost	
Dental Health Services	$ 997,557	$ 439,617	$ 82,516	$ 57,751	$ 1,022,322	100%	1.137%	$ 11,625	
STD Control	$ 547,161	$ 447,420	$ 83,981	$ 104,830	$ 526,312	100%	3.859%	$ 20,313	
TB Control	$ 353,545	$ 245,886	$ 46,153	$ 7,600	$ 392,098	100%	0.000%	$ -	
Sub-total	$ 1,898,263	$ 1,132,923	$ 212,650	$ 170,181	$ 1,940,732			$ 31,938	**$ 31,938**

Costs for Emergency Preparedness, Population-based Services, Health Education and Other Services [9]

Division	Division Costs	Personnel Costs	Indirect Costs	Less Revenues	Net Costs	% Readiness[5]	% Pop-based[6]	% Health Ed & Other[7]	% Total	County Population (%)[8]	UHS Cost	
Office of the Director	$ 1,021,668	$ 712,549	$ 133,745	$ -	$ 1,155,413	2.5%	22.0%	5.0%	29.5%	9.643%	$ 32,868	
Fiscal Operations	$ 543,462	$ 474,719	$ 89,105	$ -	$ 632,567	2.5%	22.0%	5.0%	29.5%	9.643%	$ 17,994	
Clinical Services Admin	$ 462,903	$ 318,465	$ 59,776	$ -	$ 522,679	2.5%	2.5%	0.0%	5.0%	9.643%	$ 2,520	
Comm Dis Serv Admin	$ 185,016	$ 145,004	$ 27,217	$ -	$ 212,233	2.5%	2.5%	0.0%	5.0%	9.643%	$ 1,023	
Pop-based Services	$ 632,226	$ 578,761	$ 108,633	$ -	$ 740,859	2.5%	75.0%	0.0%	77.5%	9.643%	$ 55,366	
Project WORTH	$ 259,760	$ 104,669	$ 19,646	$ -	$ 279,406	2.5%	0.0%	0.0%	2.5%	9.643%	$ 674	
Immunization Services	$ 901,288	$ 133,581	$ 25,173	$ 336,468	$ 589,993	5.0%	5.0%	5.0%	15.0%	9.643%	$ 8,534	
Food & Env Health Services	$ 3,170,836	$ 2,465,913	$ 462,852	$ 3,241,347	$ 392,341	5.0%	5.0%	0.0%	10.0%	9.643%	$ 3,783	
Vector Control	$ 612,585	$ 417,847	$ 78,430	$ -	$ 691,015	5.0%	5.0%	0.0%	10.0%	9.643%	$ 6,663	
Environmental Health Ed	$ 82,227	$ 80,797	$ 15,166	$ -	$ 97,393	2.5%	2.5%	0.0%	5.0%	9.643%	$ 470	
Laboratory Services	$ 763,407	$ 547,617	$ 102,788	$ 86,700	$ 779,495	5.0%	10.0%	0.0%	15.0%	9.643%	$ 11,275	
Epidemiology / Surveillance	$ 52,896	$ 36,211	$ 6,797	$ -	$ 59,693	5.0%	0.0%	5.0%	10.0%	9.643%	$ 576	
Health Facilities	$ 1,018,658	$ 412,804	$ 77,483	$ -	$ 1,096,141	2.5%	10.0%	5.0%	17.5%	9.643%	$ 18,498	
Records Preservation	$ 93,202	$ 67,124	$ 12,599	$ 137,886	$ (32,085)	1.0%	0.0%	5.0%	6.0%	9.643%	$ (186)	
Vital Statistics	$ 493,726	$ 357,912	$ 67,180	$ 1,834,064	$ (1,273,158)	1.0%	0.0%	0.0%	1.0%	9.643%	$ (1,228)	
Subtotal	$ 10,293,860	$ 6,853,973	$ 1,286,591	$ 5,636,465	$ 5,943,986						$ 158,830	**$ 158,830**
											Total	**$190,768.08**

Notes

1- Costs for this section are based on FY 2010 base budget for Dental Health, STD Control and TB Control Divisions respectively. These are services not provided by UHS.
2- All indirect costs are based on 18.77% of employee salaries as per City of SA FY 2010 Indirect Cost Rate Proposal by Maximus, Inc.
3- FY 2010 Estimated General Fund Revenues for the activities indicated.
4- Calculation based on percentage of services provided to unincorporated County residents over the period October 1, 2009 to September 30, 2010.
5- These costs include activities to protect the community against biological, chemical and radiological terrorist activities as well as other emergencies.
The "Readiness" column is an estimate of the % of each listed activity dedicated to emergency preparedness.
6- The Pop-based column estimates the contribution of each division toward public health activities targeting the entire community.
7- The Health Ed column estimates the contribution of each division toward public health education activities.
8- County Population (5) was computed using the unincorporated (civilian) County population divided by the San Antonio + unincorporated County population.
9- Costs for this section are based on FY 2010 base budget and extended over the 15 month period of the contract

Calculations are based on amounts negotiated in December, 2008. Amounts for future years will be based on SAMHD budget for previous fiscal year.