

AN ORDINANCE 2014 - 09 - 18 - 0710

**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 \$95,384.04 FOR THE PERIOD OCTOBER 1, 2014 THROUGH MARCH 31, 2015.**

\* \* \* \* \*

**WHEREAS**, since 1965, Bexar County, and later, the Bexar County Hospital District d/b/a University Health System (UHS), has contracted with the City of San Antonio (City) 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 September 30, 2014; and

**WHEREAS**, this Ordinance amends the current Interlocal agreement to extend the term and set out payment to be made from UHS to the City for the period October 1, 2014 through March 31, 2015; **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 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 \$95,384.04 for the period October 1, 2014 through March 31, 2015. A copy of the amendment 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.

**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.

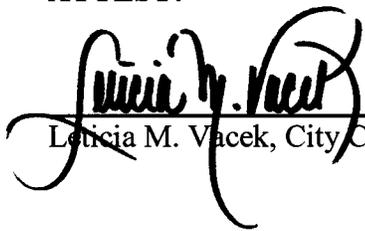
EG/efg  
09/18/14  
Item #21

**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 18th day of September, 2014.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
for Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	21 ( in consent vote: 5, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 21, 22, 23, 24 )						
<b>Date:</b>	09/18/2014						
<b>Time:</b>	10:37:52 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	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 \$95,384.04 for the period October 1, 2014 through March 31, 2015. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Director of Public Health]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

ATTACHMENT I

ORIGINAL

STATE OF TEXAS	§	TENTH AMENDMENT TO
	§	INTERLOCAL SERVICES AND
	§	PLANNING AGREEMENT WITH
COUNTY OF BEXAR	§	HEALTH DISTRICT (SAMHD) (UHS Contract No. 2900051-10)

This Tenth 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 1<sup>st</sup> day of October, 2014, 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 - 2014 and through September 30, 2014; 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 October 1, 2014 and March 31, 2015; 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-10 for the period October 1, 2014 through March 31, 2015. This Amendment shall be effective October 1, 2014.

**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 October 1, 2014 to end on March 31, 2015.

2.02 Article VI, "Cost of Service," is hereby amended to reflect the addition of 6.01.09, related to the payment for services by UHS:

6.01.09 For the period beginning on October 1, 2014 through March 31, 2015, UHS agrees to pay, and the CITY agrees to accept, the total sum of NINETY FIVE THOUSAND, THREE HUNDRED EIGHTY FOUR AND 04/100THS DOLLARS (\$95,384.04) payable in equal monthly payments of FIFTEEN THOUSAND EIGHT HUNDRED NINETY SEVEN AND NO/100THS (\$15,897.34). The calculation of compensation for the period beginning on October 1, 2014 and ending on March 31, 2015 is shown on the revised Attachment A (now identified as Attachment A-10) which is attached hereto as a substitution for the previous Attachment A and incorporated herein as part of this agreement for all purposes.

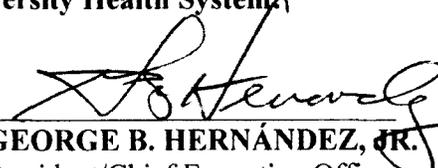
**ARTICLE III**  
**TERMS AND CONDITIONS**

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

**City of San Antonio:**

BY: \_\_\_\_\_

**GLORIA HURTADO**  
Assistant City Manager

APPROVED AS TO FORM:

BY: \_\_\_\_\_

  
**BRIGID SHERIDAN**  
Staff Attorney  
University Health System

ATTEST:

BY: \_\_\_\_\_

**LETICIA M. VACEK**  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
**ROBERT F. GREENBLUM**  
City Attorney

**Public Health Services Interlocal Agreement  
Unincorporated Bexar County  
Calculation of Costs To Provide Services  
October 1, 2014 - March 31, 2015**

<b>Costs for Clinical Services <sup>1</sup></b>											
Division	Division Costs	Personnel Costs	Indirect Costs <sup>2</sup>	Less Revenues <sup>3</sup>	Net Costs	% Clinical	County Usage <sup>4</sup>	UHS Cost			
Dental Health Services	\$ 498,779	\$ 219,809	\$ 41,258	\$ 28,876	\$ 511,161	100%	1.137%	\$ 5,812			
STD Control	\$ 273,581	\$ 223,710	\$ 41,990	\$ 52,415	\$ 263,156	100%	3.859%	\$ 10,156			
TB Control	\$ 176,773	\$ 122,943	\$ 23,076	\$ 3,800	\$ 196,049	100%	0.000%	\$ -			
<b>Sub-total</b>	<b>\$ 949,132</b>	<b>\$ 566,462</b>	<b>\$ 106,325</b>	<b>\$ 85,091</b>	<b>\$ 970,366</b>			<b>\$ 15,969</b>			<b>\$ 15,969</b>
<b>Costs for Emergency Preparedness, Population-based Services, Health Education and Other Services <sup>9</sup></b>											
Division	Division Costs	Personnel Costs	Indirect Costs	Less Revenues	Net Costs	% Readiness <sup>5</sup>	% Pop-based <sup>6</sup>	% Health Ed & Other <sup>7</sup>	% Total	County Population (%) <sup>8</sup>	UHS Cost
Office of the Director	\$ 510,834	\$ 356,275	\$ 66,873	\$ -	\$ 577,707	2.5%	22.0%	5.0%	29.5%	9.643%	\$ 16,434
Fiscal Operations	\$ 271,731	\$ 237,360	\$ 44,552	\$ -	\$ 316,283	2.5%	22.0%	5.0%	29.5%	9.643%	\$ 8,997
Clinical Services Admin	\$ 231,452	\$ 159,233	\$ 29,888	\$ -	\$ 261,339	2.5%	2.5%	0.0%	5.0%	9.643%	\$ 1,260
Comm Dis Serv Admin	\$ 92,508	\$ 72,502	\$ 13,609	\$ -	\$ 106,117	2.5%	2.5%	0.0%	5.0%	9.643%	\$ 512
Pop-based Services	\$ 316,113	\$ 289,381	\$ 54,317	\$ -	\$ 370,430	2.5%	75.0%	0.0%	77.5%	9.643%	\$ 27,683
Project WORTH	\$ 129,880	\$ 52,335	\$ 9,823	\$ -	\$ 139,703	2.5%	0.0%	0.0%	2.5%	9.643%	\$ 337
Immunization Services	\$ 450,644	\$ 66,791	\$ 12,537	\$ 168,192	\$ 294,989	5.0%	5.0%	5.0%	15.0%	9.643%	\$ 4,267
Food & Env Health Services	\$ 1,585,418	\$ 1,232,957	\$ 231,426	\$ 1,620,674	\$ 196,170	5.0%	5.0%	0.0%	10.0%	9.643%	\$ 1,892
Vector Control	\$ 306,293	\$ 208,924	\$ 39,215	\$ -	\$ 345,507	5.0%	5.0%	0.0%	10.0%	9.643%	\$ 3,332
Environmental Health Ed	\$ 41,114	\$ 40,399	\$ 7,583	\$ -	\$ 48,696	2.5%	2.5%	0.0%	5.0%	9.643%	\$ 235
Laboratory Services	\$ 381,704	\$ 273,809	\$ 51,394	\$ 43,350	\$ 389,747	5.0%	10.0%	0.0%	15.0%	9.643%	\$ 5,637
Epidemiology / Surveillance	\$ 26,448	\$ 18,106	\$ 3,398	\$ -	\$ 29,846	5.0%	0.0%	5.0%	10.0%	9.643%	\$ 288
Health Facilities	\$ 509,329	\$ 206,402	\$ 38,742	\$ -	\$ 548,071	2.5%	10.0%	5.0%	17.5%	9.643%	\$ 9,249
Records Preservation	\$ 46,601	\$ 33,562	\$ 6,300	\$ 68,943	\$ (16,042)	1.0%	0.0%	5.0%	6.0%	9.643%	\$ (93)
Vital Statistics	\$ 246,863	\$ 178,956	\$ 33,590	\$ 917,032	\$ (636,579)	1.0%	0.0%	0.0%	1.0%	9.643%	\$ (614)
<b>Subtotal</b>	<b>\$ 5,146,930</b>	<b>\$ 3,426,987</b>	<b>\$ 643,245</b>	<b>\$ 2,818,190</b>	<b>\$ 2,971,985</b>						<b>\$ 79,415</b>
											<b>\$ 79,415</b>
											<b>\$ 95,384</b>

**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.