MH/vv
05/14/15
Item #21

AN ORDINANCE 2015-05-14-0417

AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH THE IMMUNIZATION PARTNERSHIP (TIP) TO EXTEND THE TERM, MODIFY THE SCOPE OF WORK, AND INCREASE THE AMOUNT OF COMPENSATION TO TIP BY $49,000.00 TO A TOTAL AMOUNT NOT TO EXCEED $69,000.00 TO SUPPORT THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S IMMUNIZATION PROGRAM IN IMPROVING IMMUNIZATION RATES BY EDUCATING THE COMMUNITY AND SUPPORTING IMMUNIZATION BEST PRACTICES FOR A TERM ENDING JULY 31, 2015.

* * * * *

WHEREAS, San Antonio is one of the fastest growing regions in Texas; and

WHEREAS, the mission of the San Antonio Metropolitan Health District's (Metro Health) immunization program is to prevent and control transmission of vaccine-preventable diseases in persons of all ages, with emphasis on individuals at highest risk for under-immunization; and

WHEREAS, Bexar County currently has an immunization rate of 68% for children 19-35 months of age; and

WHEREAS, in addition, Human papillomavirus (HPV) vaccination for teens in Bexar County lags behind other adolescent vaccinations; and

WHEREAS, HPV is the most common sexually transmitted infection in the United States; and

WHEREAS, The immunization Partnership (TIP) is a nonprofit organization which aims to eradicate vaccine-preventable diseases by educating the community and supporting immunization best practices; and

WHEREAS, through this amendment, TIP will expand plans and projects aimed at eradicating vaccine-preventable diseases; and

WHEREAS, both the City and TIP have a vested interest in improving immunization rates by increasing vaccination coverage in Bexar County through advocacy, education, and supporting immunization best practices; **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 an agreement with The Immunization Partnership (TIP) to extend the term, modify the scope of work, and increase the amount of compensation to TIP by $49,000.00 to a total amount not to exceed $69,000.00 to

support the San Antonio Metropolitan Health District's Immunization Program in improving immunization rates by educating the community and supporting immunization best practices for a term ending July 31, 2015. A copy of the amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Payment is authorized to The Immunization Partnership in the sum of $49,000.00 and is hereby appropriated in the designated fund below and will be disbursed from GL 5201040:

Amount	Fund	Internal Order	Cost Center	GL
$ 49,000.00	2602236050	136000000647	3600070007	5201040

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 14th 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:	**21 (in consent vote: 5, 6, 8, 9, 14, 15, 19, 20, 21, 22)**
Date:	05/14/2015
Time:	09:35:58 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to an agreement with The Immunization Partnership (TIP) to extend the term, modify the scope of work, and increase the amount of compensation to TIP by $49,000.00 to a total amount not to exceed $69,000.00 to support the San Antonio Metropolitan Health District's Immunization Program in improving immunization rates by educating the community and supporting immunization best practices for a term ending July 31, 2015. [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				
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			x	

Attachment I

AMENDMENT TO
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, and The Immunization Partnership, by and through its President/CEO, Anna C. Dragsbaek (hereinafter referred to as "TIP"), 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, the City entered into an agreement with TIP for Professional Services pursuant to an Agreement (hereinafter referred to as "the Agreement") that commenced on December 1, 2014 and terminates on May 31, 2015; and

WHEREAS, the Parties agree that the total value of the Agreement should be revised to extend the term, increase the current maximum amount of $20,000.00, to an amount not to exceed $69,000.00 and that the Scope of Services should be modified to include additional services to be provided by TIP; and

WHEREAS, services provided pursuant to the Agreement will promote and increase vaccination awareness and reduce the incidence of disease which is a public purpose benefitting the City and surrounding areas; and

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

City and the TIP agree to amend the Agreement as follows:

ARTICLE I
PURPOSE AND EFFECTIVE DATE

1.01 The purpose of this Amendment is to amend the said Professional Services Agreement to extend the term, incorporate the agreed specific terms regarding services to be provided by TIP and increase the amount of compensation amount to be paid by City for said services. This amendment shall be effective upon execution.

ARTICLE II
AMENDMENTS

2.01 Article II, "Term", Section 2.1 is amended to reflect the revision of Section 2.1 to extend the term as set out below:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on December 1, 2014 and terminate upon acceptable completion of all tasks a described below, and in no event, any later than July 31, 2015.

2.02 Article III, "Scope of Services," is hereby amended to reflect the addition of Sections 3.2.5 and 3.2.6 as set out below:

3.2.5 By June 30, 2015, TIP will print, copy and distribute educational materials, including new Advisory Committee on Immunization Practices (ACIP) Recommended Immunization Schedules and guidelines, Texas School and Child-care Immunization Requirements, vaccine fact sheets, etc. to a minimum of 350 medical provider offices that vaccinate residents in Bexar County. The materials for distribution will be mutually selected by City and TIP. TIP will submit to City a detailed report which shall list the name and number of the medical providers that received the educational materials.

3.2.6 a) TIP will coordinate an educational forum with a goal of empowering local immunization stakeholders and arming them with information and tools to help increase awareness and promotion of the Human Papillomavirus Vaccine (HPV) to be held on or before July 31, 2015. The date of the forum will be determined by mutual agreement of the parties.

b) TIP will provide all coordination, facilitation and speaking services for the educational forum, to include, providing forum location, speakers and provision of continuing education credits to medical healthcare professionals in attendance.

c) TIP will hold the educational forum in two sessions. One session will be held for professional medical provider staff and another session on the same date for physicians, physician assistants and nurse practitioners. The target attendance for both sessions is 150 total medical providers.

d) TIP will develop a flyer for promoting the educational forum which shall be approved by the City. TIP shall provide the flyer to the City for posting on the SAMHD website and on social media as determined by the City. TIP shall also post the flyer on its own website and social media pages, to include Facebook and Twitter.

e) TIP will provide a report to City which shall detail and include 1) a listing of all medical providers who attended both sessions of the educational forum, 2) a summary of forum participants' survey information, and 3) forum participant pre- and post testing information conducted during the forum.

2.03 Article IV, "Compensation to TIP," is hereby amended to reflect the revision of Section 4.1 to increase the total compensation and the addition of Sections 4.1.3 and 4.1.4 related to compensation to be paid to TIP by City:

4.1 In consideration of TIP'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 TIP a total amount not to exceed SIXTY NINE THOUSAND DOLLARS AND NO/100THS ($69,000.00) as total compensation to be paid to TIP in four equal installments, as set out below:

4.1.1 Payment 1 ($10,000.00) - Upon completion of specified tasks listed above in Section 3.2.1 and 3.2.2 by December 31, 2014 and submission of an invoice by TIP and approved by City.

4.1.2 Payment 2 ($10,000.00) - Upon completion of strategic plan, proposed scope of projects, fund development plan, budget and organizational chart as set out in Section 3.2.4 above, by May 15, 2015 and submission of an invoice by TIP and approved by City.

4.1.3 Payment 3 ($24,500.00) - Upon completion of specified tasks listed above in Section 3.2.5 by June 30, 2015 and submission of an itemized invoice by TIP and approved by City.

4.1.4 Payment 4 ($24,500.00) - Upon completion of specified tasks listed above in Section 3.2.6 by July 31, 2015 and submission of sign-in sheets and an itemized invoice by TIP and approved by City.

ARTICLE III
TERMS AND CONDITIONS

3.01 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 this Amendment.

THE IMMUNIZATION PARTNERSHIP

_____
Anna C. Dragsbaek
President/CEO

Date: _____

CITY OF SAN ANTONIO

_____
Thomas L. Schlenker, M.D., M.P.H.
Director of Public Health

Date: _____

APPROVED AS TO FORM:

_____
City Attorney