

STATE OF TEXAS  
  
COUNTY OF BEXAR

§  
§  
§  
§

**ELEVENTH AMENDMENT TO  
INTERLOCAL SERVICES AND  
PLANNING AGREEMENT WITH  
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 1<sup>st</sup> 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:**

**City of San Antonio:**

**BY:** \_\_\_\_\_  
**GEORGE B. HERNÁNDEZ, JR.**  
President/Chief Executive Officer

**BY:** \_\_\_\_\_  
**ERIK WALSH**  
Deputy City Manager

APPROVED AS TO FORM:

ATTEST:

**BY:** \_\_\_\_\_  
**BRIGID SHERIDAN**  
Staff Attorney  
University Health System

**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											
<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	\$ 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%	\$ -			
<b>Sub-total</b>	<b>\$ 1,898,263</b>	<b>\$ 1,132,923</b>	<b>\$ 212,650</b>	<b>\$ 170,181</b>	<b>\$ 1,940,732</b>			<b>\$ 31,938</b>			<b>\$ 31,938</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	\$ 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)
<b>Subtotal</b>	<b>\$ 10,293,860</b>	<b>\$ 6,853,973</b>	<b>\$ 1,286,591</b>	<b>\$ 5,636,465</b>	<b>\$ 5,943,986</b>						<b>\$ 158,830</b>
											<b>\$ 158,830</b>
											<b>\$ 190,768.08</b>
<b>Notes</b>											
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.											