

AN ORDINANCE 2013-10-17-0725

**AUTHORIZING AN AGREEMENT WITH THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL (STRAC) TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$40,000.00 IN SUPPORT OF A MULTIAGENCY FUNDED LICENSE FOR VISUAL DX SOFTWARE FROM LOGICAL IMAGES INC. FOR BEXAR COUNTY.**

\* \* \* \* \*

**WHEREAS**, in April of 2007, the San Antonio Metropolitan Health District (Metro Health) initiated a piloted program for Visual Dx and currently maintains the cost of the program; and

**WHEREAS**, Visual Dx is a diagnostic and training tool that allows physicians to more rapidly diagnose rare diseases or agents associated with bioterrorism and pandemics; and

**WHEREAS**, in 2008, the Southwest Texas Regional Advisory Council (STRAC) and the Texas Department of State Health Services (DSHS) Region 8 became partners in a multi-agency implementation plan to equip hospitals with the Visual Dx software throughout the region; and

**WHEREAS**, in 2011, the program was expanded to all Bexar County physicians through the Bexar County Medical Society (BCMS); and

**WHEREAS**, this contract with STRAC will maintain the Visual Dx Software across DSHS Region 8; and

**WHEREAS**, as part of the City's Public Health Emergency Preparedness (PHEP) grant deliverables, Metro Health is required to train physicians and medical responders on how to rapidly identify and diagnose patients that present themselves to hospital emergency departments and physician offices; and

**WHEREAS**, Visual Dx is versatile in that it will train physicians as necessary and can be used in real-time situations to make a rapid diagnosis; and

**WHEREAS**, although grant funding from Metro Health and the Office of Emergency Management will go specifically towards the cost for a Bexar County license, the City's collaboration with STRAC, who is sharing a portion of the financial cost, will expand the coverage of this service across the South Central Texas Region; and

**WHEREAS**, maintaining this license will provide the web-based Visual Dx Software to all Bexar County hospitals and physicians via BCMS; **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 agreement with the Southwest Texas Regional Advisory Council in an amount not to exceed \$40,000.00 in support of a multiagency funded license for Visual Dx Software from Logical Images, Inc. for Bexar County. A copy of said agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The sum of \$40,000.00 is appropriated in the below designated funds and will be disbursed from GL 5201040. Payment is authorized to Southwest Texas Regional Advisory Council upon issuance of a Purchase Order.

Amount	Fund	Internal	Order GL
\$10,000.00	2601636098	136000000598	5201040
\$30,000.00	2606520017	120000000089	5201040
\$40,000.00			


**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.

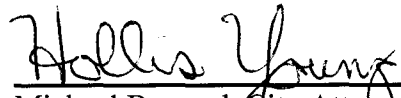
PASSED AND APPROVED this 17th day of October, 2013.

  
M A Y O R  
Julián Castro

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
for Michael Bernard, City Attorney

<b>Agenda Item:</b>	<b>18 ( in consent vote: 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20 )</b>						
<b>Date:</b>	10/17/2013						
<b>Time:</b>	10:01:01 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with the Southwest Texas Regional Advisory Council to provide funding in an amount not to exceed \$40,000.00 in support of a multiagency (Metro Health, Office of Emergency Management, STRAC, and Texas Department of State Health Services) funded license for Visual Dx Software from Logical Images Inc. for Bexar County. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Public Health Director]						
<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>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	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			x	
Ron Nirenberg	District 8		x				x
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**AGREEMENT TO USE FUNDS  
OF THE CITY OF SAN ANTONIO**

**THIS AGREEMENT** is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its City Manager or designee, pursuant to Ordinance No. 2013-10-\_\_-\_\_\_\_\_ passed and approved on October \_\_, 2013, and the Southwest Texas Regional Advisory Committee (hereinafter referred to as STRAC, or Recipient) by and through its Executive Director, **WITNESSETH:**

**WHEREAS**, the City intends that the San Antonio Metropolitan Health District (SAMHD) provide \$10,000.00 and the Office of Emergency Management (OEM) provide \$30,000.00 in funding provided by the State of Texas should be provided to STRAC for the purchase of a license for Visual DX diagnostic and training tool and that STRAC should further provide training to area physicians and medical responders in the use of the diagnostic tool; and

**WHEREAS**, City Council hereby finds that such expenditure serves a municipal public purpose in that it will benefit the City's public health and safety; **NOW THEREFORE:**

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence immediately upon execution and shall terminate on August 31, 2014.
2. Recipient agrees and understands that the City expects to pay all obligations of this Agreement from funds the City will receive from the State of Texas. Accordingly, if such funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then this Agreement will terminate and neither City nor Recipient will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.
3. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all services and activities set forth in this Agreement, City agrees to reimburse Recipient in an amount not to exceed \$40,000.00, for the purchase of a license for the Visual Dx diagnostic and training tool from Logical Images Inc.

Recipient shall further:

- a. Provide web-based Visual Dx software to all Bexar County hospitals and physicians via the Bexar County Medical Society (BCMS);
- b. Train physicians and medical responders on how to utilize Visual Dx to rapidly identify and diagnose patients that present themselves to hospital emergency departments and physician offices;
- c. Expand the availability and training related to Visual Dx to all Bexar County physicians via the BCMS.

4. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the City is required to perform pursuant to Chapter 252 of the Local Government Code, as applicable. Recipient agrees to provide City with invoices for the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the following address:

City of San Antonio  
Accounts Payable  
PO Box 839976-3976  
San Antonio, TX 78283
5. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. Recipient further agrees to maintain records verifying the use of the equipment for public health support purposes for each year throughout the term of this Agreement. All of the above-described records shall be subject to audit by the City or its contracted auditor.
6. Any literature, signs, or print advertising of any type appearing on any medium which refers to, or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio."
7. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
8. In the event that Recipient fails to meet any of its obligations under this Agreement, fails to use the funds for the purposes set out herein, or the Recipient no longer uses the equipment described in this Agreement in connection with Recipient's programs, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.
9. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.
10. **INSURANCE**

Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

11. **INDEMNITY**

Any and all of the employees of Recipient, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of Recipient only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Recipient.

Recipient indemnifies, saves, and holds harmless the City against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.

12. Recipient shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

13. For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City: Thomas Schlenker, M.D., MPH,  
Director, San Antonio Metropolitan Health District  
332 W. Commerce  
San Antonio, Texas 78205

Recipient: Eric Epley,  
Director, Southwest Texas Regional Advisory Committee  
7500 Highway 90 West, Suite 200  
San Antonio, TX 78227

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

14. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

15. The signer of this Agreement for Recipient represents, warrants, assures and guarantees he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.

16. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

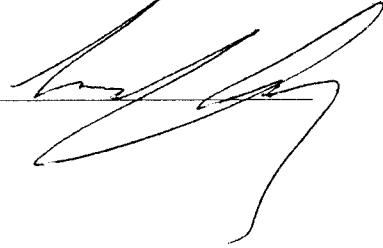
**IN WITNESS OF WHICH** this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SAN ANTONIO**

**SOUTHWEST TEXAS ADVISORY COMMITTEE**

By: \_\_\_\_\_  
Thomas Schlenker, M.D., MPH  
Director

By: \_\_\_\_\_  
Eric Epley  
Director



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney