

ORDINANCE 2021-03-18-0176

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE BEXAR COUNTY HOSPITAL DISTRICT, D/B/A UNIVERSITY HEALTH TO EXTEND THE TERM OF THE AGREEMENT AND AUTHORIZE THE ACCEPTANCE OF COMPENSATION FROM UNIVERSITY HEALTH IN THE AMOUNT OF \$190,768.08 FOR THE DELIVERY OF PUBLIC HEALTH SERVICES SUCH AS SEXUALLY TRANSMITTED DISEASE CONTROL, TB CONTROL, EMERGENCY PREPAREDNESS, AND VECTOR CONTROL TO RESIDENTS OF BEXAR COUNTY FOR THE PERIOD APRIL 1, 2021 THROUGH MARCH 31, 2022, WITH THE OPTION TO RENEW FOR ONE ADDITIONAL ONE YEAR TERM.

* * * * *

WHEREAS, since 1965, Bexar County, and later the University Health System (University Health), has contracted with the City of San Antonio for City of 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 amount paid by University Health to the City has not changed significantly since 2012; and

WHEREAS, the responsibilities of both parties are defined in an Interlocal agreement that currently extends through March 31, 2021; and

WHEREAS, this Ordinance amends the current Interlocal agreement to extend the term and set out fees for the period April 1, 2021 through March 31, 2022 with the option to renew for one additional one year term; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee or the Director of the San Antonio Metropolitan Health District (Metro Health) or designee is authorized to execute an amendment to the Interlocal agreement with the Bexar County Hospital District, d/b/a University Health to extend the term of the agreement and authorize the acceptance of compensation from University Health in the amount of \$190,768.08 for the delivery public health services such as sexually transmitted disease control, TB control, emergency preparedness, and vector control to residents of Bexar County for the period April 1, 2021 through March 31, 2022 with the option to renew without further Council

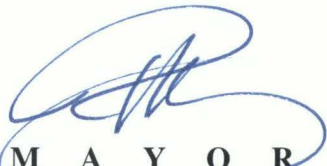
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action for one additional one year term. A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment I**.

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

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers 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 18th day of March, 2021.

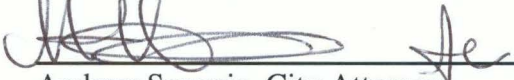

M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

March 18, 2021

Item: 17

File Number: 21-1953

Enactment Number:

2021-03-18-0176

Ordinance approving an amendment to the Interlocal agreement with the Bexar County Hospital District, d/b/a University Health to extend the term of the agreement and accepting compensation from University Health in the amount of \$190,768.08 for the delivery of public health services such as sexually transmitted disease control, TB control, emergency preparedness, and vector control to residents of Bexar County for the period April 1, 2021 through March 31, 2022, with the option to renew for one additional one year term. [Mario Martinez, Assistant Director, Health]

Councilmember John Courage made a motion to approve. Councilmember Clayton H. Perry seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

MH
03/18/21
Item No. 17

Attachment I

| | | |
|----------------|---|--------------------------|
| STATE OF TEXAS | § | SEVENTEENTH AMENDMENT TO |
| COUNTY OF | § | INTERLOCAL SERVICES AND |
| BEXAR | § | PLANNING AGREEMENT WITH |
| | § | METRO HEALTH |
| | § | (UNIVERSITY HEALTH |
| | | Contract No. 2900051-17) |

This Seventeenth 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, a political subdivision of the State of Texas, herein called "UNIVERSITY HEALTH ", is entered into this 1st day of April, 2021, 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, UNIVERSITY HEALTH 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 for the City by and through the San Antonio Metropolitan Health District (METRO HEALTH), and for the CITY to secure clinical and other services performed by UNIVERSITY HEALTH that complement and/or are required by METRO HEALTH; and

WHEREAS, UNIVERSITY HEALTH and City have previously amended the Agreement to incorporate the agreed specific term reflecting the amount of compensation to be paid by UNIVERSITY HEALTH for services provided by the CITY through METRO HEALTH for CITY fiscal and calendar years 2010-2020 and through March 31, 2021; and

WHEREAS, through Ordinance No. 2019-05-09-0386 passed and approved on May 9, 2019, City Council authorized the execution of an amendment to the Agreement which provided for the option to renew the Agreement for one additional year; and

WHEREAS, most recently through Ordinance No. 2019-12-12-1061 passed and approved on December 12, 2019, City Council authorized the execution of an agreement between UNIVERSITY HEALTH and the CITY to establish the Institute for Trauma Informed Care which will be led by a Director hired by UNIVERSITY HEALTH to provide organizations and systems the necessary training and technical assistance to become Certified in Trauma Informed Care; and

WHEREAS, UNIVERSITY HEALTH 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 amend the Agreement to extend the Agreement accordingly to reflect the amount to be paid by UNIVERSITY HEALTH for services provided by the CITY through METRO HEALTH during the period of the extension between April 1, 2021 and March 31, 2022; 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 METRO HEALTH and compensation amount to be paid by UNIVERSITY HEALTH for said services as set out in Attachment A-17 for the Period April 1, 2021 through March 31, 2022. This Amendment shall be effective April 1, 2021.

**ARTICLE II
AMENDMENTS**

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

2.0 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, 2021 to end on March 31, 2022.

2.02 Article VI, "Cost of Service," is hereby amended to reflect the addition of 6.01.16, related to the payment for services:

6.01.16 For the period beginning on April 1, 2021 through March 31, 2022, UNIVERSITY HEALTH agrees to pay, and the CITY agrees to accept, the total sum of ONE HUNDRED NINETY THOUSAND, SEVEN HUNDRED SIXTY EIGHT AND 08/100 DOLLARS (\$190,768.08) payable in equal monthly payments of FIFTEEN THOUSAND EIGHT HUNDRED NINETY SEVEN AND 34/100 (\$15,897.34). The calculation of compensation for the period beginning on April 1, 2021 and ending on March 31, 2022 is shown on the revised Attachment A (now identified as Attachment A-17) which is attached hereto as a substitution for the previous Attachment A and incorporated herein as part of this agreement for all purposes.

2.03 Attachment B which is attached hereto and incorporated by reference for all purposes shall replace the previous Attachment B.

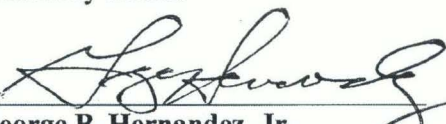
**ARTICLE III
TERMS AND CONDITIONS**

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

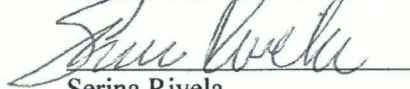
City of San Antonio



George B. Hernandez, Jr.
President/Chief Executive Officer

Erik Walsh
City Manager

APPROVED AS TO FORM:



Serina Rivela
VP/Chief Legal Officer
University Health

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment A-17
Public Health Services Interlocal Agreement
 Unincorporated Bexar County
Calculation of Costs To Provide Services
 April 1, 2021 - March 31, 2022

| Costs for Clinical Services | | | | | | | | | | | | |
|--|----------------------|---------------------|---------------------|---------------------|---------------------|------------|--------------|------------------------|---------|-----------------------|-------------------|---------------------|
| Division | Division Costs | Personnel Costs | Indirect Costs | Less Revenues | Net Costs | % Clinical | County Usage | UHS Cost | | | | |
| Dental Health Services | \$ 997,567 | \$ 439,617 | \$ 82,516 | \$ 57,751 | \$ 1,022,322 | 100% | 1.137% | \$ 11,625 | | | | |
| STD Control | \$ 547,181 | \$ 447,420 | \$ 83,981 | \$ 104,830 | \$ 526,312 | 100% | 3.858% | \$ 20,313 | | | | |
| TB Control | \$ 353,545 | \$ 245,886 | \$ 46,153 | \$ 7,650 | \$ 392,098 | 100% | 0.000% | \$ - | | | | |
| Subtotal | \$ 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 | | | | | | | | | | | | |
| Division | Division Costs | Personnel Costs | Indirect Costs | Less Revenues | Net Costs | Readiness | % Pop-based | % Health Ed & Outreach | Total % | County Population (%) | UHS Cost | |
| Office of the Director | \$ 1,021,868 | \$ 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 | \$ 632,228 | \$ 578,761 | \$ 108,833 | \$ - | \$ 740,859 | 2.5% | 75.0% | 0.0% | 77.5% | 9.643% | \$ 53,366 | |
| Project WORTH | \$ 259,760 | \$ 104,663 | \$ 19,646 | \$ - | \$ 279,406 | 2.5% | 0.0% | 0.0% | 2.5% | 9.643% | \$ 874 | |
| Immunization Services | \$ 901,288 | \$ 133,581 | \$ 25,173 | \$ 336,468 | \$ 569,993 | 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% | \$ 6,653 | |
| Environmental Health Ed | \$ 92,227 | \$ 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 | \$ 88,700 | \$ 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% | 5.0% | 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% | \$ 18,496 | |
| Records Preservation | \$ 83,202 | \$ 67,124 | \$ 12,599 | \$ 137,886 | \$ (32,083) | 1.0% | 0.0% | 5.0% | 6.0% | 9.643% | \$ (186) | |
| Vital Statistics | \$ 493,725 | \$ 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 (%) 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.
 10.
 11. Calculations are based on amounts negotiated in December, 2008. Amounts for future years will be based on SAMHD budget for previous fiscal year.

Attachment B

Radiology (technical fees only, does not include professional reading)

| | |
|-----------------------|--------------|
| X-ray chest (1 view) | \$12.00 each |
| X-ray chest (2 views) | \$16.00 each |