

CONSENT AGENDA
ITEM NO. 14

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
SAN ANTONIO METROPOLITAN HEALTH DISTRICT**

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

THROUGH: Terry M. Brechtel, City Manager

COPIES: Frances A. Gonzalez, Assistant City Manager; City Attorney's Office; Human Resources Department; Finance Department; Project; File

SUBJECT: AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION

DATE: May 13, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to execute an Interlocal Agreement with the Texas Department of Transportation (TxDOT) allowing the San Antonio Metropolitan Health District (SAMHD) to receive up to \$12,000.00 for providing hepatitis B immunization services to approximately one hundred (100) State employees.

Staff recommends approval.

BACKGROUND INFORMATION

SAMHD provides hepatitis B immunizations to many residents of San Antonio and Bexar County. Hepatitis B (HBV) is a serious disease caused by a virus that attacks the liver. The virus can cause lifelong infection, cirrhosis (scarring) of the liver, liver cancer, liver failure, and death.

Avoiding occupational blood exposures is the primary way to prevent transmission of the hepatitis B virus. However, the hepatitis B immunization is an integral component to prevent infection following bloodborne pathogen exposure and is an important element of workplace safety. Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HBV recommend public safety workers get vaccinated against hepatitis B. TxDOT desires to contract with SAMHD for hepatitis B immunization services for approximately one hundred (100) State employees.

POLICY ANALYSIS

Acceptance of this proposed Interlocal Agreement is consistent with long-standing City efforts to collaborate with State agencies for the benefit of local residents.

FISCAL IMPACT

After subtracting the cost of the vaccine, the agreement will yield up to \$4,725.00 to the Health District. This ordinance will place no demands on the City General Fund.

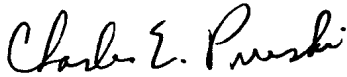
COORDINATION

The City Attorney's Office and the Human Resources Department, Risk Management Division have reviewed and approved the Interlocal Agreement with TxDOT. The Finance Department has been apprised of this action.

SUPPLEMENTARY COMMENTS

Provisions of the Ethics Ordinance do not apply.

Attachments: Attachment I: Interlocal Agreement



✓ Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager

APPROVED:



✓ Terry M. Brechtel
City Manager

ATTACHMENT I

STATE OF TEXAS §
COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT
BETWEEN THE
TEXAS DEPARTMENT OF TRANSPORTATION
AND
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
Relating to
Hepatitis B Vaccinations

THIS AGREEMENT, made and entered into by and between the Texas Department of Transportation, hereinafter called the "State," and the City of San Antonio on behalf of the San Antonio Metropolitan Health District, hereinafter called "City".

WITNESSETH

WHEREAS, the State and the City are authorized by the Interlocal Cooperation Act, Government Code, Chapter 791, to enter into agreements in order to increase the efficiency and effectiveness of Texas government to the greatest extent possible; and,

WHEREAS, Transportation Code, §201.209 authorizes the State to enter into an interlocal contract with one or more local governments in accordance with Chapter 791, Government Code; and,

WHEREAS, Health and Safety Code Chapter 122 authorizes the City on behalf of the SAMHD to provide for the public health; and,

WHEREAS, the State has the authority to request the above services under Labor Code §505.051; and,

WHEREAS, the parties have determined that it would be in their best interest to cooperate in the prevention of disease among State employees through vaccinations against hepatitis B; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Governments agree as follows:

AGREEMENT

Article 1. Agreement Time Period

This Agreement becomes effective May 22, 2004, following City Council approval. It shall remain in effect unless terminated in accordance with Article 3, Termination.

Article 2. Scope of Work

The City agrees to provide and administer hepatitis B vaccinations to State workers who have been identified in an exposure group as a part of State's Bloodborne Pathogen Program. The vaccines will be administered by the City at a location decided by the City. The State will give two weeks advance notice to the City to allow the City to coordinate a location of their choice and to procure the hepatitis B vaccinations. The State will identify those employees that are to be vaccinated and coordinate administration dates with the City. The State will provide the City with a written authorization for release of medical records and medical information for each State employee who is to be vaccinated. This written authorization must be in compliance with HIPAA and Texas State privacy laws. The City will provide written documentation to the State of vaccination by employee name, date, and location of administration. The State will pay the cost of this vaccination in accord with the Payment Schedule attached as Exhibit A which is attached to and made a part of this agreement.

Article 3. Maximum Amount Payable

The maximum amount payable under this agreement without amendment is \$12,000.00. The City shall send an invoice to the State to request payment for vaccinations actually administered. Payment will be made in accord with the Payment Schedule in Attachment A. The State will pay for these vaccination services out of current revenues available to the State, pursuant to Texas Government Code Section 791.016. The parties agree that the payment terms set forth in Attachment A provide for payment in an amount that finally compensates the City for its services.

Article 4. Termination

This agreement may be terminated for any of the following conditions:

- ◆ by mutual written agreement and consent of all the parties; or
- ◆ by either party by giving written notice at least thirty (30) days prior to termination.

Article 5. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, nor employee of any other party and that each party is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 6. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the parties, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 7. Successors and Assigns

The parties each binds itself, its successors, executors, assigns, and administrators to the other parties to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 8. Amendments

Amendments to this Agreement must be made by mutual written consent of the parties.

Article 9. Audit

The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

Article 10. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**FOR CITY OF SAN ANTONIO ON BEHALF OF
SAN ANTONIO METROPOLITAN HEALTH DISTRICT**

Frances A. Gonzalez
Assistant City Manager

Date

ATTEST:

Yolanda L. Ledesma
Acting City Clerk

APPROVED AS TO FORM:

Andrew Martin
City Attorney

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Janice Mullenix
Director of Contract Services
Office of General Counsel

EXHIBIT A
PAYMENT SCHEDULE

A unit fee per vaccination administered is the basis for reimbursement under this contract.

The fee for each vaccination is \$40.00 per dose administered. Three (3) doses are required per employee.

Total Cost Per Employee: The total cost is \$120.00 for a series of three (3) vaccinations per employee.

Payments shall not exceed \$120.00 per series of three (3) vaccinations per employee during the term of this contract, unless amended in writing.

The number of State employees within the San Antonio District to receive a series of three (3) vaccinations is estimated to be one hundred (100).