

ORDINANCE

2022-12-01-0907

APPROVING A TWO-YEAR AGREEMENT WITH BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH FOR ONSITE HEALTHCARE SERVICES TO PERSONS IN CUSTODY AT THE DETENTION CENTER AT THE CITY'S FRANK D. WING MUNICIPAL COURT BUILDING, WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO-YEAR TERM BY MUTUAL AGREEMENT, FOR A TOTAL AMOUNT FOR THE FIRST YEAR NOT TO EXCEED \$842,689.37.

* * * * *

WHEREAS, the City operates and is responsible for the total cost, operations, and services of the detention center at the city's Frank D. Wing Municipal Court Building, the "Arrestee Administrative Processing Center" (AAPC), for individuals arrested by the San Antonio police, Airport Police, and Park Police Departments; and

WHEREAS, the City needs to provide medical screening and treatment to arrestees brought into the facility; and

WHEREAS, the City would like to continue to contract with Bexar County Hospital District d/b/a University Health (University Health) for onsite healthcare services to persons in custody at the AAPC; and

WHEREAS, the initial contract will begin for a period of two (2) years on October 1, 2022 and may be renewed and extended for an additional two (2) years by mutual agreement of the City and University Health; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee is authorized to execute a two-year contract with University Health for an onsite healthcare services to persons in custody at the City's Arrestee Administrative Processing Center, with the option to renew for an additional two year term for a total amount for the first year not to exceed \$842,689.37, with the amount of compensation to be reviewed by both parties thereafter on a yearly basis. The City Manager or designee is authorized to amend this agreement to provide for additional compensation not to exceed five percent for any subsequent year, without further action by City Council. A copy of the contract, in substantial final form, is attached hereto and incorporated herein for all purposes as **Exhibit A**.

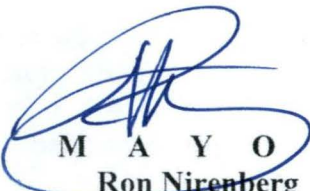
SECTION 2. Funding for this Ordinance in the amount of \$842,689.37 is available in Fund 11001000, Cost Center 0302060001, General Ledger 5201040 as part of the Fiscal Year 2023 Budget. Additional funding for this Ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Bear County Hospital District d/b/a University Health and should be encumbered with a purchase order.

SECTION 4. 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 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.


PASSED AND APPROVED this 1st day December, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting December 1, 2022

29.

2022-12-01-0907

Ordinance approving a two-year agreement with Bexar County Hospital District d/b/a University Health for onsite healthcare services to persons in custody at the city's Arrestee Administrative Processing Center, with the option to renew for an additional two-year term by mutual agreement, for a total amount for the first year not to exceed \$842,689.37. [María Villagómez, Deputy City Manager; William P. McManus, Chief of Police]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Viagran seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Sandoval, Pelaez, Courage

Absent: Perry

EXHIBIT A

**AGREEMENT TO PROVIDE HEALTH SERVICES
AT THE CITY OF SAN ANTONIO FRANK D. WING MUNICIPAL COURT BUILDING
(Contract #220144-LS)**

This agreement (the "Agreement") is made on this ____ day of _____, 20____, by and between the **Bexar County Hospital District d/b/a University Health** ("University Health"), a hospital district created pursuant to Article IX, Section 4 of the Texas Constitution and Chapter 281 of the Texas Health and Safety Code, and the **City of San Antonio** (the "City"), a Texas municipal corporation, acting by and through its City Manager or designee, pursuant to Ordinance No. _____, dated _____ (individually a "Party" or collectively the "Parties").

RECITALS

1. City is the owner and operator of the Frank D. Wing Municipal Court Building located at 401 S. Frio Street, San Antonio, Texas (the "Detention Center") and desires to secure on-site healthcare services to persons in custody at the Detention Center;
2. University Health is a hospital district established pursuant to Article IX, Section 4 of the Texas Constitution and Chapter 281 of the Texas Health and Safety Code, whose public purpose is providing medical and hospital care to the needy and indigent of the community;
3. University Health, by and through its Detention Health Care Services and through a previous agreement with Bexar County, has provided healthcare services to persons in custody of the Bexar County Adult and Juvenile Detention Centers; and University Health is able and willing to continue providing onsite healthcare services to persons in custody at the Detention Center.

ARTICLE I – PURPOSE & RELATIONSHIP OF PARTIES

1.01 The purpose of this Agreement is to establish the terms and conditions under which University Health will provide on-site healthcare services and medical service oversight to individuals in custody at the Detention Center located at 401 S. Frio Street, San Antonio, Texas.

1.02 University Health will provide services pursuant to this Agreement as an independent contractor. The Parties understand that University Health performs tasks, the details of which City does not have a legal right to control, and understand that no such control is assumed by the Parties pursuant to this Agreement.

1.03 It is the express intention of the Parties that University Health is an independent contractor and not an employee of City. This Agreement does not create an employer/employee relationship between City and University Health. Nothing in this Agreement will be construed to place the Parties in the relationship of partners or joint venturers and neither Party will have the power to obligate or bind the other Party in any manner whatsoever.

ARTICLE II - TERM

2.01 The term of this Agreement shall be for a period of two (2) years, beginning October 1, 2022 and ending September 30, 2024, unless earlier terminated (the "Term"). This Agreement may be extended for an additional two (2) years by mutual agreement of City and University Health subject to amendment due to review of costs of services and inflation.

2.02 This Agreement may be terminated by either Party upon ninety (90) business days written Notice to the other.

2.03 This Agreement shall terminate if City does not appropriate sufficient funds to meet its obligations pursuant to this Agreement. Payment for the performance of governmental functions or services under this Agreement will only be made from current revenues available.

ARTICLE III - OBLIGATIONS OF UNIVERSITY HEALTH

3.01 During the Term of this Agreement, University Health shall provide, at a minimum, the Staffing Personnel and Equipment (Clinical and Non-Clinical) as listed on Exhibit A, attached hereto and incorporated herein for all purposes.

3.02 For all Staffing provided pursuant to this Agreement, University Health shall be responsible for the following:

1. Verification of current Texas licensure or other Compact State licensure privileges and credentials;
2. Conformity to the Texas Nursing Practice Act and the Board of Nursing's rules and regulations affecting the nurse's area of practice in the Detention Center;
3. Orientation/training for competency regarding use of any and all equipment within the Healthcare area of the Detention Center including, but not limited to, Intoximeter, Glucometer, Fetal Heart Tone Doppler, restraint devices, oxygen and emergency equipment "crash cart" for intervention in the event of cardio-pulmonary resuscitation/life threatening emergencies; and
4. Proficiency in the implementation of physical and mental health triage assessment protocols to determine the nursing and/or medical needs of each detainee.

3.03 University Health shall provide the following services (individually or collectively, the "Services") at the Detention Center:

1. Triage assessment of the physical and mental status of detainees properly identified by San Antonio Detention staff to determine nursing and/or medical needs as appropriate and as defined in applicable protocols;
2. History intake documentation, including medical history, determination of communicable disease(s), current medications, allergies and demographics;
3. Identification of detainees who are mentally impaired, elderly, physically disabled, terminally ill or significantly ill;

4. Coordination of continuity of care with University Health Detention Health Care Services located at Bexar County Adult Detention Center and other Community and Government Entities for detainees identified in Section 3.03 (3) above;
5. Procurement of authorization/patient consent from detainees on the standardized release of information form to facilitate release of protected healthcare information and continuity of care;
6. Substance abuse screening assessment;
7. Care of alcohol/drug withdrawal;
8. Airway management and oxygen administration;
9. Seizure management;
10. Monitoring and care for individuals exhibiting violent and/or suicidal behavior;
11. Care of diabetic emergencies;
12. Medication administration in emergency situations or in special circumstances pursuant to physician order;
13. Provision of First Aid and appropriate care to injured City employees at the Detention Center; and
14. Pursuant to Texas Transportation Code §724.017 and Texas Code of Criminal Procedure Article 18.01, nurses will draw a blood specimen, in accordance with protocols of the Texas Department of Public Safety Crime Lab, from detainees properly identified by law enforcement personnel and will complete all documentation/affidavits required by law enforcement. University Health does not have responsibility for any pathology services and it is the responsibility of law enforcement personnel to maintain chain of custody of specimen.

3.04 Health Service will not provide laundry service when a detainee has soiled his/her clothing. As needed, University Health will supply an appropriate bag or other container in which to store the soiled clothing and patient scrubs.

3.05 University Health will maintain Microsoft licensure for computer services and will provide maintenance and repair of all equipment provided by City as listed in Section 4.06 below.

ARTICLE IV - CITY RESPONSIBILITIES

4.01 City will be responsible for maintaining a safe and secure environment in the Detention Center and will ensure that detainees are accompanied by a qualified law enforcement officer or other appropriate personnel at all times while Services are performed.

4.02 City will provide safe and secure parking for personnel providing Services.

4.03 City will provide all necessary identification and pass codes to University Health personnel providing Services to ensure access to Detention Center.

4.04 City will provide services of notary public to University Health personnel to facilitate processing of any and all required legal documentation pursuant to Services provided.

4.05 City will provide maintenance and upkeep of the area provided to University Health, including cleaning of area, disposal of trash and provision of soap, paper towels and toilet paper.

4.06 City will provide electric service and all telephones and telephone lines.

4.07 All medical and office equipment required in the Detention Center to facilitate the provision of Services will be made available to University Health, including the following:

1. Exam Room chair without arms on rollers
Soap dispenser
Paper towel dispenser
2. Hub Area desks, small office panels (42" height)
Chairs with arms on rollers
3. Medical/Clinical Office:
Lockers assigned to University Health personnel
Soap dispenser
Paper towel dispenser
Trash can
4. Equipment and supplies for blood specimens
5. Medical equipment:
AED machine
BP Monitors
Wheelchair
Suction unit
Portable emergency oxygen unit
Weight scale

ARTICLE V - COMPENSATION

5.01 For Services provided pursuant to Article III of this Agreement, City will pay University Health an annual amount not to exceed EIGHT HUNDRED FORTY TWO THOUSAND SIX HUNDRED EIGHTY NINE DOLLARS AND THIRTY-SEVEN CENTS (\$842,689.37). The aforementioned amount includes compensation for all Staffing provided, and expenses incurred, by University Health for Services provided pursuant to this Agreement. The Parties will review the amount of compensation on an annual basis for possible adjustment by amendment to this Agreement. Any price adjustment recommendations arising from the review must be communicated to City prior to May 1 of each year in order to facilitate budget recommendation/adjustment. The City may amend this section to provide for additional compensation not to exceed five percent for any subsequent year, without further action by City Council during the term of this agreement.

5.02 Subject to Section 5.01 above and Section 5.03 below, City will compensate University Health monthly, in the amount of SEVENTY THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND ELEVEN CENTS (\$70,224.11).

- 5.03 (a) Requests for payment shall be by invoice and sent to:

City of San Antonio
Detention Medical Services for the Arrestee Processing Center
Attn: Accounts Payable
P.O. Box 839976
San Antonio, Texas 78205

- (b) Payment will be made by check within thirty (30) days of receipt of invoice and sent to:

Director of Revenue Accounting
University Health
4502 Medical Drive, MS 86-1
San Antonio, Texas 78229

ARTICLE VI - INSURANCE

6.01 The Parties acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third Parties for accident, injury or death.

6.02 The Parties each maintain a self-insurance fund for general liability and workers' compensation claims and causes of action to meet their statutory obligations to their employees.

ARTICLE VII - NOTICE

7.01 Notices given by either Party to the other ("Notice") must be in writing and delivered either in person or by mail, registered or certified, postage prepaid with return receipt requested. Mailed Notices must be addressed to the Parties at the following addresses, until and unless either Party changes the specified address by providing written Notice to the other:

If to University Health:

President/Chief Executive Officer
University Health
4502 Medical Drive
San Antonio, Texas 78229

With copy to:

Vice President, Detention Health Care Services
University Health
4502 Medical Drive, MS 18-2
San Antonio, Texas 78229

If to the City:

William McManus
Police Chief, SAPD
City of San Antonio
315 S. Santa Rosa
San Antonio, Texas 78205

With copy to:

Robert Blanton
Deputy Chief, SAPD
City of San Antonio
315 S. Santa Rosa
Antonio, Texas 78205

ARTICLE VIII - HIPAA

8.01 This Agreement may establish a "business associates" relationship as that term is defined in and for purposes of the Health Insurance Portability and Accountability Act and implementing regulations issued pursuant thereto ("HIPAA"). This Agreement does not contemplate or permit disclosure of "protected health information" (as defined under and for purposes of HIPAA and regulations issued thereunder) except for purposes allowed under HIPAA.

ARTICLE IX - GENERAL PROVISIONS

9.01 Corporate Practice of Medicine. Nothing in this Agreement is intended to: (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) aid University Health or any corporation to practice medicine when in fact such corporation is not licensed to practice medicine; or (c) constitute or result in any other act or create any other arrangements in violation of the Texas Medical Practice Act currently codified in the Texas Occupations Code.

9.02 Non-Discrimination. The Parties will make no distinction among persons employed pursuant to, covered by or served under this Agreement on the basis of race, color, sex, creed, age, national origin or handicap. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, national origin or handicap include, but are not limited to, the following: denying any service, benefit or availability of a facility; providing any service or benefit which is different, or is provided in a different manner, or at a different time from that provided to others pursuant to this Agreement; or subjecting anyone to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit.

9.03 Certification and Regulatory Compliance. University Health will comply and, upon request, will submit evidence of compliance with all State and federal certifications, regulations or licensure requirements pertaining to the Services provided including, but not limited to, applicable rules, policies, procedures and requirements of the National Commission on Correctional Health Care.

9.04 Assignments. Neither Party may assign this Agreement without the prior written consent of the other. Any assignment without written consent of the other Party will be void.

9.05 Waiver of Performance.

- (a) No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure to insist in any one or more instances upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, will in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement will be deemed to have been made or will be effective unless expressed in writing and signed by the Party to be charged.
- (b) No act or omission of either Party will in any manner impair or prejudice any right, power, privilege or remedy available to the other Party either by law or in equity; such rights, powers, privileges or remedies to be always specifically preserved hereby.
- (c) No representative or agent of either Party may waive the effect of the provisions of this Article.

9.06 Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

9.07 Governing Law/Venue. This Agreement shall be construed in accordance with the laws of the United States and the State of Texas, and performance and venue shall lie in Bexar County, Texas.

9.08 Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then that invalidity, illegality or unenforceability will not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.

9.09 Stark Law, Anti-Kickback Statute, and Texas Prohibition against the Solicitation of Patients. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law including, but not limited to, the federal Stark law, the federal anti-kickback statute and the Texas prohibition against the solicitation of patients. Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Stark law, anti-kickback statute or the Texas prohibition against the solicitation of patients. This Agreement does not require, and will not be construed to require (either directly or indirectly, explicitly or implicitly), use of the University Hospital, or any other facility or service related to University Health, or the admission or referral of any patients to the University Hospital or other facilities related to University Health.

9.10 Confidentiality. The Parties will adequately instruct their employees, physicians and all personnel that may provide Services pursuant to this Agreement regarding the confidentiality and privacy of patients and patients' medical records. All such instructions must be in accordance with all federal and state laws and regulations regarding patient and medical record confidentiality.

9.11 Amendment. No amendment, modification or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties will take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Protected Health Information. Upon either Party's request, the Parties will promptly enter into negotiations with each other concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Failure to enter into negotiations may be considered a material breach of this Agreement, invoking the right to terminate this Agreement for default.

9.12 Gender. Words of gender used in this Agreement will be construed to include the other gender, and words in the singular number will be construed to include the plural, unless the context otherwise requires.

-----space below intentionally left blank-----

9.13 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person, firm or corporation, other than the Parties and their respective successors or assigns, any remedy or claim pursuant to or by reason of this Agreement as third-party beneficiaries or otherwise, and all of the terms, covenants and conditions of this Agreement will be for the sole and exclusive benefit of the Parties and their successors and assigns.

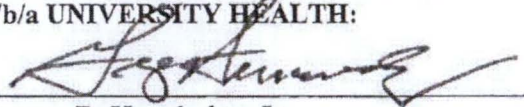
9.14 Entire Agreement. This Agreement constitutes the final and entire agreement between the Parties.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE WRITTEN ABOVE.

CITY OF SAN ANTONIO:

Erik Walsh
City Manager

**BEXAR COUNTY HOSPITAL DISTRICT
d/b/a UNIVERSITY HEALTH:**

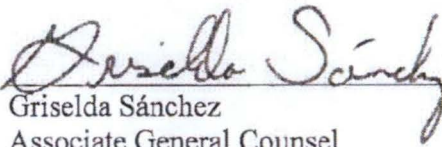


George B. Hernández, Jr.
President/Chief Executive Officer

ATTEST:

Debbie Racca-Sittre
City Clerk

APPROVED AS TO FORM:



Griselda Sánchez
Associate General Counsel

APPROVED AS TO FORM:

Andrew Segovia
City Attorney

BY:

Assistant City Attorney

EXHIBIT A
Magistrate Court Annual Budget Summary
(Staffing, Equipment & Supplies)

Contract Term: October 1, 2022- September 30, 2024		
Staffing	Count	Cost per Contract Year
Medical Director	1	
RN Supervisor	1	
Benefits	1	
RN (F/T)	5	
Benefits	5	
LVN (P/T)	1	
Benefits	1	
LVN (F/T)	1	
Benefits	1	
Certified Medical Assistant (F/T)	3	
Benefits	3	
Certified Medical Assistant (P/T)	1	
Benefits	1	
Clinical Nursing Services 24x7	12	\$676,617.36
Total Staff Benefits		\$138,572.01
Medical Director	1	\$19,500.00
Total		\$834,689.37
Equipment (Clinical and NON-Clinical):		
Equipment rentals		\$0.00
General office supplies		\$3,800.00
Portable emergency oxygen unit		\$200.00
General medical equipment, (ex. Staple kits, suture equipment, I&D kits, casting equipment, ace bandages, etc.)		\$4,000.00
Total		\$8,000.00
Annual Total		\$842,689.37
Monthly Total		\$70,224.11