

ORDINANCE

2022-05-12-0341

**AUTHORIZING THE EXECUTION OF A RENEWAL AND AMENDMENT TO AN AGREEMENT WITH CARVAJALS, INC. D/B/A CARVAJAL PHARMACY TO ADD AN ADDITIONAL \$1,200.00, INCREASING THE ANNUAL COMPENSATION TO AN AMOUNT NOT TO EXCEED \$16,200.00 FOR A TERM STARTING JUNE 1, 2022 AND ENDING MAY 31, 2023, WITH OPTIONS TO RENEW FOR TWO, ONE-YEAR TERMS, FOR A TOTAL COMPENSATION AMOUNT UP TO \$78,600.00 INCLUSIVE OF RENEWALS.**

\* \* \* \* \*

**WHEREAS**, the Metro Health's Class D Pharmacy supports the clinical operations of the Department and requires a Pharmacist-In-Charge (PIC); and

**WHEREAS**, the Class D Pharmacy is housed at the STD Clinic but supplies medications to additional Metro Health's programs; and

**WHEREAS**, these medications are provided to community members in need; and

**WHEREAS**, the PIC ensures that all policies and procedures are in compliance with the Texas State Board of Pharmacy including but not limited to staffing, compliance, medication management, medication preparations, labeling, dispensing, consulting, and training; and

**WHEREAS**, historically, Metro Health has contracted with a local pharmacy to provide a PIC to manage Class D Pharmacy medications, review monthly inventory, and remove expired medications; and

**WHEREAS**, through Ordinance No. 2020-04-16-0270, City Council approved an initial agreement with Carvajals, Inc. d/b/a Carvajal Pharmacy, for a term beginning June 1, 2020 and ending May 31, 2021, for an amount up to \$15,000.00 annually, with the option to renew for four, one-year terms and a total compensation amount up to \$75,000.00 inclusive of renewals; and

**WHEREAS**, due to additional reporting needs, and an increasing number of medications requiring monthly monitoring and management, as required by the Texas State Board of Pharmacy, the cost for managing the Class D Pharmacy has increased; and

**WHEREAS**, these additional costs will support additional reporting and the ongoing management of the Class D Pharmacy to include the provision of a PIC as required by the Texas State Board of Pharmacy; **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 or designee, is authorized to execute a renewal and amendment to the agreement with Carvajals, Inc. d/b/a Carvajal Pharmacy to add an additional \$1,200.00, increasing the annual compensation to an amount not to exceed \$16,200.00, for a term beginning June 1, 2022 and ending May 31, 2023, with options to renew for two, one-year terms, for a total compensation amount of up

to \$78,600.00, inclusive of renewals. A copy of the renewal and amendment in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Funding in the amount of \$16,200.00 for this ordinance is available in Fund 11001000, Cost Center 361601004 and General Ledger 5201040 as part of the Fiscal Year 2022 Adopted Budget approved by City Council.

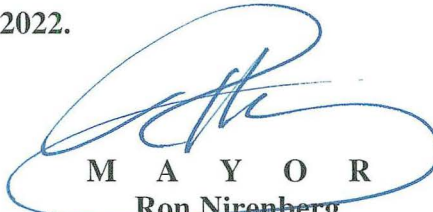
**SECTION 3.** Additional funding is contingent upon City Council approval of the Fiscal Year 2023 and subsequent budgets that fall within the contract terms of this ordinance.

**SECTION 4.** Payment is authorized to Carvajals, Inc. d/b/a Carvajal Pharmacy and should be encumbered with a purchase order.

**SECTION 5.** 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 6.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

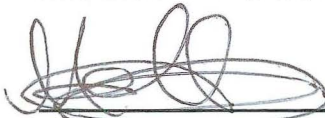
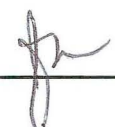
**PASSED AND APPROVED this 12<sup>th</sup> day of May, 2022.**

  
**M A Y O R**  
**Ron Nirenberg**

**ATTEST:**

  
Debbie Racca-Sittre, Acting City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney 



## City of San Antonio

### City Council Meeting May 12, 2022

**18. 2022-05-12-0341**

Ordinance approving a renewal and amendment of an agreement with Carvajals, Inc. d/b/a Carvajal Pharmacy to add an additional \$1,200.00, increasing the annual compensation to an amount not to exceed \$16,200.00 to manage Class D Pharmacy medications for Metro Health programs including Tuberculosis Control for a term starting June 1, 2022 and ending May 31, 2023, with options to renew for two, one-year terms, for a total compensation amount up to \$78,600.00 inclusive of renewals. Funding for the agreement is available in the FY 2022 General Fund Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

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

**Aye:** Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello  
Havrda, Sandoval, Pelaez, Courage

**Absent:** Perry



MH  
05/12/22  
Item No. 18

# Attachment I

## **SECOND RENEWAL AND AMENDMENT OF THE PROFESSIONAL SERVICES AGREEMENT FOR CLASS D PHARMACY MANAGEMENT SERVICES**

This Second Renewal and Amendment of the Professional Services Agreement for Class D Pharmacy Management Services (the "Agreement") is entered into by and between the CITY OF SAN ANTONIO ("CITY"), acting by and through the San Antonio Metropolitan Health District ("Metro Health"), and Carvajals, Inc. d/b/a Carvajal Pharmacy by and through Charles Carvajal, its Vice President ("Contractor"), both of which may be referred to herein collectively as the "Parties," and is as follows:

**WHEREAS**, pursuant to Ordinance No. 2020-04-16-0270, City executed an Agreement on April 30, 2020 with Contractor for Contractor to provide Class D pharmacy management services; and

**WHEREAS**, said Agreement provided for an initial term from June 1, 2020 through May 31, 2021, with the option for City to renew for four additional one year periods; and

**WHEREAS**, on June 24, 2021 the Parties executed a renewal and extension of the Agreement which renewed the Agreement for a term of June 1, 2021 through May 31, 2022; and

**WHEREAS**, City wishes to exercise its option to renew and extend the Agreement for Contractor to continue to provide services for the period of June 1, 2022 through May 31, 2023, amend the scope of services for Contractor to provide additional deliverable reports and increase the monthly and total compensation; **NOW THEREFORE**:

### **I. RENEWAL**

Pursuant to the provisions of Section 2.1 of the Agreement, City and Contractor mutually agree to renew and extend the term of said Agreement for a period of one year, commencing on June 1, 2022 and terminating May 31, 2023 under the same terms and conditions stated in said Agreement, except as amended herein.

### **II. AMENDMENTS**

1. Article III., "Scope of Services" section 3.4, is amended to add subsection 3.4.3 as follows:

**3.4 Medication Preparations, Labeling and Dispensing, not including Emergency Response Activities for Metro Health's Public Health Emergency Preparedness Program set out in section 3.6.**

**3.4.1 Contractor shall prepare all medications including packaging, compounding, and mixing of suspensions for prescription drug or device; for the medications on the**

Metro Health formulary that support routine program operations (not including emergency response activities for Metro Health's Public Health Emergency Preparedness Program);

- 3.4.2 Contractor shall provide drug labeling and/or relabeling ensuring that labels contain accurate and appropriate information, as mandated by Class D Pharmacy, state and federal regulations;
- 3.4.3 Contractor shall provide a monthly report to City that includes the number of medication packets prepared for participating Metro Health programs (Communicable Disease-Epidemiology, Sexually Transmitted Disease Control, Tuberculosis Control, Immunization, Oral Health, and other programs, as needed, except for Metro Health's Public Health Emergency Preparedness Program). The report shall include number of medication packets prepared per patient per program, number of medications compounded per patient per program and suspensions prepared per patient per program. The report shall be delivered to City 10 days after the month in which medication packets were prepared.

2. Article IV., "Compensation to Contractor" section 4.1, is amended to read as follows:

4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed SIXTEEN THOUSAND TWO HUNDRED DOLLARS (\$16,200.00) as total compensation in accordance with the following:

City agrees to pay Contractor in payments upon receipt of an invoice submitted in accordance with this Section. Contractor shall submit monthly invoices throughout the term of the Agreement. Each invoice shall outline the work completed in accordance with the stated scope of work for the contract term described in Article III above and as set out below and the amount due and owing. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all Parties, evidenced in writing.



Monthly charge for all services described in sections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.7	\$1,100.00/month
Fee per unit of use for preparation of medications or per vaccination injection for an emergency response and/or emergency response services provided for the Public Health Emergency Program at the request of Metro Health described in section 3.6.2, 3.6.3 and 3.6.5 upon request in writing from the Metro Health Pharmacy Manager or Emergency Preparedness Manager	\$0.75/per unit of use
Fee for response services provided pursuant to section 3.6 upon request in writing from the Metro Health Pharmacy Manager or Emergency Preparedness Manager	Pharmacists: \$65.00/hour Licensed Vocational Nurse: \$25.00/hour for immunizations (minimum of two hours per session) Certified Pharmacy Technician (CPhT) and support staff: \$15.00/hour

Contractor shall submit an invoice to City each month, in a form acceptable to City and with appropriate documentation as required by City, which City shall pay within 30 days of receipt and approval by Director.

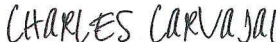
### III. TERMS AND CONDITIONS

All other terms, conditions, covenants and provisions of the Agreement approved through Ordinance No. 2020-04-16-0270, are hereby in effect, renewed and extended, save and except those terms which the Parties have amended through this amendment.

All other terms, conditions, covenants and provisions of the Agreement executed on April 30, 2020 are hereby renewed and extended.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Claude A. Jacob  
Health Director  
San Antonio Metropolitan Health District

DocuSigned by:  
  
\_\_\_\_\_  
ACA85381B968440  
Charles Carvajal  
Vice President

4/4/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

---

City Attorney