

AN ORDINANCE 2010-04-01-0264

APPROVING THE SUBMISSION OF A COMMUNITY DIABETES PROJECT GRANT APPLICATION FOR AN AMOUNT OF \$80,000.00 FOR THE PERIOD MARCH 30, 2010 THROUGH MARCH 29, 2011 AND AUTHORIZING THE SUBMISSION OF NINETEEN (19) GRANT APPLICATIONS AND RENEWALS AND THE ACCEPTANCE OF FUNDS UPON AWARD IN AN AMOUNT UP TO \$6,428,846.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES AND TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR PUBLIC HEALTH FUNCTIONS OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR FISCAL YEAR 2011; AND APPROVING PROFESSIONAL SERVICE AGREEMENTS WITH AMERICAN CANCER SOCIETY, SOUTH CENTRAL AREA HEALTH EDUCATION CENTER, INC., BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH SYSTEM, UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER SAN ANTONIO, AND THE SAN ANTONIO COUNCIL ON ALCOHOL & DRUG ABUSE TO CONDUCT SERVICES MANDATED BY THE SAN ANTONIO TOBACCO PREVENTION AND CONTROL COALITION GRANT.

* * * * *

WHEREAS, as the public health authority for Bexar County, the San Antonio Metropolitan Health District (Metro Health) actively addresses the core public health functions of policy development, health assessment, and health assurance; and

WHEREAS, to carry out these responsibilities, Metro Health operates evidenced based programs in various settings throughout the County; and

WHEREAS, Metro Health receives approximately 41% of its total budget support through contract and grant awards from the State of Texas in both direct funding and federal pass-through funding; and

WHEREAS, Metro Health will request approximately \$6,428,846.00 in FY 2011 funding from the Texas Department of State Health Services and the Texas Commission on Environmental Quality through this ordinance; and

WHEREAS, due to grant submission time limitations, and in accordance with grant submission policy, a Community Diabetes Project grant was submitted January 27, 2010 in an amount of \$80,000.00 for the period March 30, 2010 through March 29, 2011; and

WHEREAS, these 20 annual awards support 68 grant funded positions to provide services to residents at public health settings and service locations located throughout the City and Bexar County; and

WHEREAS, with state grant support, Metro Health provides preventive health services, community education, limited clinical services, environmental monitoring, emergency preparedness, disease control, supplemental nutrition programs, and dental health; and

WHEREAS, to fulfill contractual obligations of the San Antonio Tobacco Prevention and Control Coalition grant Metro Health will enter into professional services agreements with the following five community organizations: American Cancer Society, South Central Area Health Education Center, Inc. Bexar County Hospital District d/b/a University Health System; University of Texas Health Science Center San Antonio and the San Antonio Council on Alcohol & Drug Abuse; and

WHEREAS, acceptance of annual support from the State of Texas continues the long-standing practice of utilizing State aid to support local public health programs of the City; **NOW THEREFORE:**

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

SECTION 1. The submission of a Community Diabetes Project Grant application to the Texas Department of State Health Services (TDSHS) for an amount of \$80,000.00 for the period March 30, 2010 through March 29, 2011 is approved. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District (SAMHD) or his designee, is authorized to submit nineteen (19) grant applications and renewals to the TDSHS and the Texas Commission on Environmental Quality (TCEQ). The City Manager or her designee or the Director of the SAMHD or his designee, is further authorized to accept funds upon award in the amount up to \$6,428,846.00 from the TDSHS and the TCEQ for core public health functions of the SAMHD for fiscal year 2011. If additional funds are awarded to a program during the 2011 fiscal year, the City Manager or her designee or the Director of the SAMHD or his designee, is authorized to accept additional funds in an amount up to 20% of the total amount initially awarded to the program. A copy of each application which is incorporated herein for all purposes is on file with the SAMHD and a program synopsis is attached and incorporated herein for all purposes as **Attachment I.**

SECTION 2. The City Manager or her designee or the Director of the SAMHD or his designee, is authorized to execute any and all necessary documents and grant contracts to effectuate the applications and acceptance of the grants referenced in Section 1 of this ordinance. The City Manager or her designee or the Director of the SAMHD or his designee, is further authorized to execute contract amendments pertaining to these contracts in the following instances a) carry-over funds, when ascertained and approved by the funding agency through a revised notice of award; b) amendments which will provide supplemental grant funds to a program by the funding agency in an amount up to 20% of the total amount initially awarded to the program; c) modifications to the performance measures authorized by the funding agency and listed in the

contracts so long as the terms of the amendment stay within the general parameters of the intent of the grant; and d) changes in state regulations mandated by the funding agency.

SECTION 3. Should funding be awarded, Fund 26016000 entitled "Texas Department of State Health Service" and 26008000 entitled "TCEQ" are hereby designated for use in the accounting for the fiscal transaction in the acceptance of the grants referenced in Section 1 of this ordinance and a sum not to exceed \$6,428,846.00 from the TDSHS will be appropriated in said funds.

SECTION 4. A proposed budget which is attached hereto and incorporated herein for all purposes as **Attachment II** is approved. A final budget for each grant contract which will include SAP Internal Orders and SAP GL Accounts will be submitted by the San Antonio Metropolitan Health District upon award. The proposed personnel complement of sixty-eight (68) positions which is attached hereto and incorporated as **Attachment II** is hereby approved. Should funding be awarded, the personnel complement is hereby approved.

SECTION 5. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee, is authorized to execute professional service agreements with American Cancer Society, \$60,000.00; South Central Area Health Education Center, Inc., \$53,000.00; Bexar County Hospital District d/b/a University Health System, \$60,500.00; University of Texas Health Science Center San Antonio, \$107,000.00; and the San Antonio Council on Alcohol & Drug Abuse, \$70,000.00 to conduct services mandated by the San Antonio Tobacco Prevention and Control Coalition Grant. A copy of the agreements in substantially final form are attached hereto and incorporated herein for all purposes as **Attachments III through VII.**

SECTION 6. If awarded, payment is authorized to the following upon issuance of purchase orders:

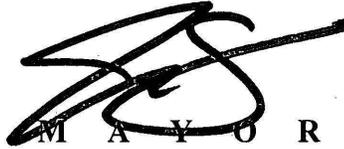
Contracted Agency	Amount
American Cancer Society	\$ 60,000.00
South Central Area Health Education Center, Inc. (SCHEC)	\$ 53,000.00
Bexar County Hospital District d/b/a University Health System (UHS)	\$ 60,500.00
University of Texas Health Science Center San Antonio (UTHSCSA)	\$ 107,000.00
San Antonio Council of Alcohol & Drug Abuse (SACADA)	\$ 70,000.00

SECTION 7. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, 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.

MH
04/01/10
Item# 26

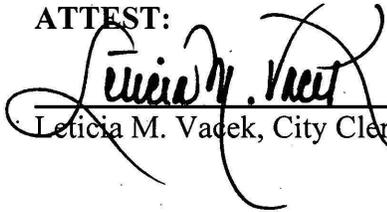
SECTION 8. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 1st day of April, 2010.



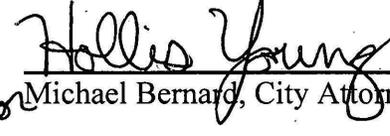
M A Y O R
Julián Castro

ATTEST:

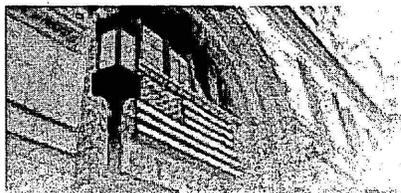


Leticia M. Vacek, City Clerk

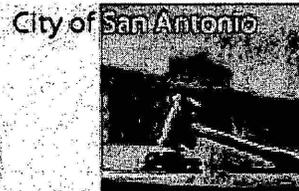
APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 26

Name:	5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 28A, 28B, 28C, 28D, 28F, 28G, 28H, 28I, 28J, 28K, 29, 30, 32, 33, 36, 37, 38, 39						
Date:	04/01/2010						
Time:	09:32:57 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the ratification of one (1) annual grant and the submission of nineteen (19) annual grant applications and renewals and the acceptance of funds upon award in an amount up to \$6,428,846.00 from the Texas Department of State Health Services and Texas Commission on Environmental Quality for public health functions of the San Antonio Metropolitan Health District and the continuation of associated professional service contracts for FY 2011. [Sharon De La Garza, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health].						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Leticia Cantu	District 4		x				
David Medina Jr.	District 5	x					
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x			x	

Attachment I - State Contract Program Synopsis

POP-BASED/CHRONIC DISEASE SERVICES	
Tobacco Community Coalition	Tobacco Community Coalition is a collaborative with other community service agencies. The goal of the program is to reduce disease, disability, and death related to tobacco use by preventing the initiation of tobacco use, promoting quitting, eliminating nonsmokers' exposure to second hand smoke, and identifying and addressing disparities related to tobacco use and its effects among different population groups.
Women, Infant and Children (WIC)	Women, Infants & Children (WIC) provides nutritious food, nutrition education, and breastfeeding promotion and support to qualified pregnant, breastfeeding and postpartum women and their infants and children less than five years of age. In addition, funds provided by TDSHS for the WIC program supports a contract in the amount of \$15,000.00 for a certified lactation consultant.
Local Public Health (Triple O)	Health Service and Education Program (Triple O) funding supports core public health activities that include health education, community health planning, laboratory services, and community-based chronic disease prevention.
Worksite Wellness Collaborative	Cardiovascular Health and Wellness (Worksite Wellness) is a collaborative between the San Antonio Metropolitan Health District and other private/public business entities. This collaborative will provide technical assistance in developing and implementing a local plan to improve employers' skills and abilities to design, negotiate and implement Value-based benefits using evidence-based or best practice services.
TDSHS Community Diabetes Project	Community Diabetes Project is a community-based diabetes prevention and management intervention program, calling for creating evidence-based strategies to impact systems to prevent diabetes. The program targets families in high-risk populations, specifically racial and ethnic minorities who have high rates of diabetes and limited access to health care.
CLINICAL SERVICES	
HIV/AIDS Surveillance - State	<i>HIV Surveillance Program</i> enables compliance with a state law that requires HIV and AIDS cases to be reported to the local public health agency. Metro Health's HIV Surveillance Program compiles disease reports from community healthcare providers, laboratories, and hospitals through chart reviews in providers' offices and in hospitals for adult HIV/AIDS disease. Statistical reports are developed and forwarded to the TDSHS central office in Austin. These reports are also used for local analysis of HIV/AIDS disease trends and evaluation of the effectiveness of various local programs
TB Prevention and Control State	TB Prevention and Control Program is one of two annual contracts to investigate, diagnose and manage suspected or confirmed cases of tuberculosis. TB services are available to residents and visitors of Bexar County. In addition, this activity will receive approximately \$8,800.00 from patient co-payments and Medicaid reimbursements.
TB Special Team Project (Federal)	Special TB Team Program is one of two annual contracts providing patient home visits for directly observed therapy. This consists of administration of anti-tuberculosis medications to patients at home, work and school, and directly observing medication ingestion to ensure compliance with physicians' orders as required by law. 1

STD/HIV (Federal)	STD Support Program conducts disease investigation and counseling to control and prevent the spread of sexually transmitted diseases such as syphilis, HIV, gonorrhea, and Chlamydia. The program provides diagnosis, treatment and partner notification.
Title V Dental Fee for Service	<i>Title V-Dental</i> contract provides funding for preventative dental services to children ages 0-21 who do not qualify for Medicaid or CHIP
ENVIRONMENTAL SERVICES	
TCEQ Whole Air Monitoring	The Public Center for Environmental Health (PCEH) was established to protect the environment of residents in San Antonio. Since air quality has a potential health impact, air monitoring and follow up measures to address the problems identified are important public health efforts. The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, has contracted with the City of San Antonio for PCEH to manage three local air monitoring efforts. Through one contract PCEH operates and maintains whole air sampling monitors. The second contract with TCEQ supports work by PCEH to operate, maintain and validate data from air particulate matter monitors. The third contract operates a continuous air monitoring station that measures ozone and nitrous oxides as well as associated meteorological parameters. PCEH processes, catalogs and delivers all samples collected seven (7) days a week (365) days a year to the SAMHD Laboratory for analysis. Seven (7) full-time employees work in this program and will be assigned to this effort as needed.
TCEQ PM 2.5	
TCEQ Lake Calaveras	
EPI Blood Lead Surveillance	Childhood Lead Poisoning Prevention provides prevention education activities for high-risk populations, and collaborates with local physicians and community organizations to conduct lead poisoning prevention activities
IMMUNIZATION SERVICES	
TDSHS Immunization Local	Local Immunizations Program works to eliminate barriers, expand immunization delivery, and establish consistent policies to immunize pre-school age children. The goal of the program is to prevent, control, and eliminate indigenous vaccine-preventable diseases by providing immunizations and applying epidemiologic principles and outbreak control measures in San Antonio and Bexar County.
Flu Surveillance	Also known as Infectious Diseases Program funds influenza surveillance activities conducted by Metro health
EMERGENCY MANAGEMENT	
PHEP Cities Readiness Initiative	Cities Readiness Initiative (CRI) is a program to enhance the planning efforts of local response partners who will have access to the equipment, supplies and medications of the Strategic National Stockpile (SNS). Specifically, CRI provides initial funding for the planning stage to coordinate SNS response activities among the surrounding counties comprising the Metropolitan Service Area. CRI provides the framework to build a response system that allows for the City's increased population during daytime hours, and for standardization of bioterrorism response planning efforts among Bexar, Atascosa, Wilson, Guadalupe, Comal, Kendall, Bandera, and Medina counties. The planning activities include standardizing Point of Dispensing selection, adopting dispensing procedures, dispensing medical materials to treatment centers, controlling SNS inventory, public information and security, as well as uniform coordination of training, exercising and evaluation, and tactical communication, command and control.

PHEP Bioterrorism Preparedness	Public Health Emergency Preparedness (PHEP) funding supports the Metro Health's all-hazards emergency preparedness activities and additional Pandemic Influenza Preparedness activities. In conjunction with the Emergency Management Division, City/County First Responders, and local hospital systems, PHEP uses recent exercise outcomes to evaluate existing emergency plans and develop new response systems. This program and plan development is in collaboration with community resources and neighboring counties.
LABORATORY SERVICES	
PHEP Lab	Public Health Preparedness Laboratory funding under this grant contract is used primarily for the Metro Health Biosafety Level Three (BSL-3) Laboratory opened in 2005. Staff in this facility can rapidly identify terrorist threat agents including smallpox, anthrax, plague, and tularemia, as well as influenza, food borne illnesses and other diseases.
CPS Laboratory Response Network	Provides competency based training to laboratory personnel on proper packaging and shipping of specimens for healthcare workers who respond to public health emergencies
Milk Group	Milk Sample Lab Testing Program analyzes approximately 5,000 milk samples per year from processing plants located in San Antonio and the surrounding TDSHS Region 8 area. Samples are processed within 48 to 72 hours after collection and tested for bacteria, pasteurization, antibiotics, and excess water

Attachment II- State Contract Budget/Personnel Complement

	START	END	Amount	FTE
POP-BASED/CHRONIC DISEASE SERVICES				
Tobacco Community Coalition - 2010	9/1/2010	8/31/2011	907,869.60	5
Local Public Health (Triple 0) - 2010	9/1/2010	8/31/2011	307,802.00	4
Worksite Wellness Collaborative - 2010	6/30/2010	6/29/2011	55,000.00	1
TDSHS Community Diabetes Project	3/30/2010	3/29/2011	88,000.00	1
			\$ 1,358,672	11
CLINICAL SERVICES				
HIV/AIDS Surveillance - State - 2010	9/1/2010	8/31/2011	\$ 256,373	4
TB Prevention and Control State - 2010	9/1/2010	8/31/2011	\$ 284,577	3
TB Special Team Project (Federal)	1/1/2011	12/31/2011	\$ 421,580	6
STD/HIV (Federal)	1/1/2011	12/31/2011	\$ 554,594	8
Title V Dental Fee for Service -2010	9/1/2010	8/31/2011	\$ 66,345	0
			\$ 1,583,468	21
ENVIRONMENTAL SERVICES				
TCEQ Whole Air Monitoring - 2010	9/1/2010	8/31/2011	\$ 462,308	2
TCEQ PM 2.5 2010	9/1/2010	8/31/2011	\$ 113,300	1
TCEQ Lake Calaveras - 2010	9/1/2010	8/31/2011	\$ 46,310	1
EPI Blood Lead Surveillance	7/1/2010	6/30/2011	\$ 96,030	2
			\$ 717,948	6
IMMUNIZATION SERVICES				
TDSHS Immunization Local - 2010-031805-001	9/1/2010	8/31/2011	\$ 781,890	11
Flu Surveillance - 2010	9/1/2010	8/31/2011	\$ 5,500	0
			\$ 787,390	11
EMERGENCY MANAGEMENT				
PHEP Cities Readiness Initiative 2010	8/1/2010	7/31/2011	\$ 297,100	3
PHEP Bioterrorism Preparedness -2010	8/1/2010	7/31/2011	\$ 1,309,492	13
			\$ 1,606,592	16
LABORATORY SERVICES				
CPS Laboratory Response Network - HPP	8/1/2010	6/30/2011	\$ 43,355	1
PHEP Lab - 2010	8/1/2010	7/31/2011	\$ 251,671	2
Milk Group 2010	9/1/2010	8/31/2011	\$ 79,750	0
			\$ 374,776	3
			\$ 6,428,846	68

**PROFESSIONAL SERVICES AGREEMENT
FOR YEAR FOUR OF THE SAN ANTONIO TOBACCO PREVENTION AND
CONTROL COALITION WITH THE AMERICAN CANCER SOCIETY**

STATE OF TEXAS § CITY OF SAN ANTONIO
 §
COUNTY OF BEXAR § PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD), acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on _____ and the American Cancer Society, by and through its Regional Vice President, Lane Moore (hereafter referred to as "ACS"), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree and, by the execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"ACS" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the director of City's San Antonio Metropolitan Health District.

"SA-TPCC" shall be defined as the San Antonio Tobacco Prevention and Control Coalition.

"Tobacco Program staff" shall be defined as those persons hired by SAMHD for the purpose of day-to-day program oversight with funding from the Texas Department of State Health Services (DSHS).

"CEW" shall be defined as the Community Evaluation Workgroup, the team of coalition members and sub-contractors that collect, organize and report data related to the work of the program and coalition.

"DSHS" shall be defined as the Texas Department of State Health Services, the agency that funds, oversees the statewide grant, tobacco prevention and control programming, and evaluation efforts.

"Target Area," shall be defined as Bexar County, or smaller areas to be determined by the SA-TPCC in the future.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

2.3 City will have the option to renew and extend the term of this Agreement once for a term of one year, subject to acceptance by ACS. The renewal or extension will be evidenced by passage of a subsequent City ordinance.

2.4 ACS further agrees and understands that the City expects to pay all obligations of this Agreement from cooperative agreement funding. Accordingly, if cooperative agreement 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 ACS will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

III. SCOPE OF SERVICES

3.1 ACS agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 All work performed by ACS hereunder shall be performed to the satisfaction of Director of City's San Antonio Metropolitan Health District. In the event that Director is not satisfied with some aspect of the work performed, he will provide written notice of the specific areas that need improvement to ACS. ACS will have thirty (30) calendar days after receipt of this notice as an opportunity to improve. If after these thirty (30) days, the Director is still not satisfied with the work performed, City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should ACS's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by ACS, which is not satisfactory to Director.

3.3 ACS shall select specific individuals as primary and secondary representatives to the SA-TPCC. Both representatives may participate in the coalition concurrently, but at least one representative will be present at all coalition meetings and planning sessions. This participation is required for coordination of SA-TPCC activities including but not limited to community

assessment, strategic planning, outreach, evaluation planning, and other events. ACS will supply contact information to SA-TPCC and SAMHD staff regarding both representatives and both representatives will be tasked by ACS to ensure full representation and participation of ACS. In the event that there is a change in the individuals assigned by ACS as representative(s) to the SA-TPCC, ACS will notify SA-TPCC and SAMHD staff within 5 business days of the time such change has taken place.

3.4 ACS shall comply with the guidelines regarding the use of the SAMHD and City names and logos, and will also comply with and identity guidelines determined for the SA-TPCC once developed.

3.5 ACS will submit detailed monthly activity reports to the SA-TPCC, CEW and SAMHD for the purposes of program evaluation and reporting. ACS will supply the reports in the format requested by the SA-TPCC to the CEW by the 5th day of each month to report performance for the preceding month. In addition, ACS shall provide any other progress reports or summaries requested by Tobacco Program staff, CEW or SA-TPCC as needed.

3.6 ACS representative(s) shall attend and participate in any DSHS technical assistance training sessions or statewide coalition meetings as directed by DSHS. Costs to attend these meetings shall be identified in the budget in Attachment II which is attached hereto and incorporated herein for all purposes, and compensated according to the terms of this Agreement.

3.7 In addition to the above mentioned items from Section III, ACS shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City at all times and in compliance with the attached Work Plan affixed hereto and incorporated herein for all purposes as Attachment I.

IV. COMPENSATION TO ACS

4.1 In consideration of ACS's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay ACS an amount not to exceed sixty thousand one hundred forty four dollars (\$60,144.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein for all purposes in the budget, which is attached as Attachment II.

4.2 No additional fees or expenses of ACS shall be charged by ACS nor be payable by City. The parties hereby agree that all compensable expenses of ACS have been provided for in the total payment to ACS as specified in section 4.1 above. Total payments to ACS cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the Director or his designate. Payment shall be made to ACS

following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than ACS, for the payment of any monies or the provision of any goods or services.

4.4 ACS agrees to submit statements showing monthly itemized costs and documented in-kind expenses to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, shall be made monthly according to standard procedures followed by City, as requested upon receipt of billing invoices from ACS. Invoices shall be due on a monthly basis eight (8) calendar days after the end of each monthly reporting period.

4.4.1 With every invoice submitted, ACS shall attach a brief monthly narrative describing in detail the activities being reimbursed in relation to the funding:

- A. The name and location where ACS's activities take place as a result of City funding,
- B. Activities that ACS's staff or representatives are performing in those locations, ,
- C. The names of staff, interns or volunteers directly involved in these activities,
- D. Attach copies of sign in sheets and/or agendas of any and all meetings or presentations associated with this funding,
- E. Attach anything else ACS or City believes will be helpful in documenting reimbursed activities, such as photographs, brochures, etc.

4.4.2 ACS understands that it shall submit detailed monthly activity reports of SA-TPCC program measures addressed through its activities by no later than the 5th day of the following month. This report will be submitted electronically using forms designated by SA-TPCC to Tobacco Program Staff and the designated representative of the CEW. Non submittal or late submittal of required monthly activity reports are grounds for delaying reimbursement of corresponding invoices or possible rejection of said invoices should the activity reports be submitted more than 30 days following the end of the monthly reporting period.

4.4.3 ACS understands that due to the requirements of the funding agency, invoices submitted for reimbursement that are received by the City more than 30 calendar days following the end of the monthly reporting period may be rejected by City or the Funder and not be subject to reimbursement.

4.4.4. ACS understands that documentation of a minimum 20% in-kind expense over the life of this Agreement is a requirement for payment associated with this Agreement. ACS further understands that the format for said documentation of in-kind expenses is set at the discretion of Tobacco Program staff. Each invoice submitted must

document in-kind that keeps the overall total of the in-kind match to at least 20% of the total amount reimbursed.

4.5 Due to the requirements of the funding agency, an invoice documenting final expenses associated with the Agreement shall be submitted to the City by no later than Tuesday, September 6, 2010. Additional documentation requirements of costs and documented in-kind expenses associated with this Agreement may be amended by Tobacco Program staff as needed. All services required under this Agreement shall be performed to City's satisfaction, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder shall not be paid until required reports, data, and documentation have been received and approved by the City.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by ACS pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by ACS.

5.2 ACS understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 ACS and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 ACS shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, ACS shall retain the records until the resolution of such litigation or other such questions. ACS acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require ACS to return said documents to City prior to or at the conclusion of said retention.

6.3 ACS shall notify City, immediately, in the event ACS receives any requests for information from a third party, which pertain to the documentation and records referenced

herein. ACS understands and agrees that City shall process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should ACS default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. ACS shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If ACS fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against ACS's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, ACS shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by ACS, or provided to ACS, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by ACS in accordance with Article VI. Records Retention. Any

record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at ACS's sole cost and expense. Payment of compensation due or to become due to ACS is conditioned upon delivery of all such documents, if requested.

7.7 Due to the requirements of the funding agency, by no later than close of business on Tuesday, September 6, 2011, ACS shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by ACS to submit its claims by no later than close of business on Tuesday, September 6, 2011 shall negate any liability on the part of City and constitute a **Waiver** by ACS of any and all right or claims to collect moneys that ACS may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, ACS shall cease all operations of work being performed by ACS or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue ACS for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

AND City of San Antonio
Director, San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

If intended for ACS, to:

American Cancer Society
Attn: Lane Moore,
Regional Vice President
8115 Datapoint Dr.
San Antonio, TX 78229

AND American Cancer Society
Attn: William J. Dalton
General Counsel
2433 Ridgepoint Dr.
Austin, TX 78754

IX. [Reserved]

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, ACS shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Health Department, which shall be clearly labeled "San Antonio Tobacco Prevention and Control Coalition" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Health Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary by changes in statutory law and court decisions. . In no instance will City or ACS allow modification whereupon City or ACS may incur increased risk.

10.3 ACS's financial integrity is of interest to the City; therefore, subject to ACS's right to maintain reasonable deductibles in such amounts as are approved by the City, ACS shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at ACS's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
** Alternate Plans Must Be Approved by Risk Management	

10.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions in order to show compliance with the above insurance requirements (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). ACS shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. ACS shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: San Antonio Metro Health District
332 West Commerce St
San Antonio, Texas 78205

10.5 ACS agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

10.6 Within ten (10) calendar days of a suspension, cancellation or non-renewal of coverage, ACS shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend ACS's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.7 Nothing herein contained shall be construed as limiting in any way the extent to which ACS may be held responsible for payments of damages, as determined by a court of

competent jurisdiction to persons or property resulting from ACS's or its subcontractors' performance of the work covered under this Agreement.

10.8 It is agreed that ACS's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

10.10 ACS and any Subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 ACS covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to ACS' activities under this Agreement, including any acts or omissions of ACS, any agent, officer, director, representative, employee, consultant or subcontractor of ACS, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT ACS AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. ACS shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or ACS known to ACS related to or arising out of ACS' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at ACS' cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving ACS of any of its obligations under this paragraph.

11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by ACS in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. ACS shall retain City approved defense

counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If ACS fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and ACS shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of ACS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ACS or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 ACS shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees, student interns or subcontractors of ACS. ACS, its employees, student interns or subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon that ACS intends to use the following subcontractors in the performance of this Agreement: none. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director of Health prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of ACS. City shall in no event be obligated to any third party, including any subcontractor of ACS, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, ACS may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, ACS shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor ACS, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should ACS assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of ACS shall thereupon cease and terminate, in accordance with Article

VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by ACS shall in no event release ACS from any obligation under the terms of this Agreement, nor shall it relieve or release ACS from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 ACS covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that ACS shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of respondent superior shall not apply as between City and ACS, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and ACS. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the ACS under this Agreement and that the ACS has no authority to bind the City.

XIV. NONDISCRIMINATION POLICY

14.1 ACS hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small, women, African American, and minority-owned business enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by the City. ACS agrees that ACS will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. ACS further agrees that ACS will abide by all applicable terms and provisions of City's Non-Discrimination Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development and the City Clerk's Office.

XV. CONFLICT OF INTEREST

15.1 ACS acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or

service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, ACS warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. ACS further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

16.1 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the City and the ACS. The Director may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the Director so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XVII. SEVERABILITY

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

18.1 ACS warrants and certifies that ACS and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

19.1 ACS shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

20.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not 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 of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall 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 hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

22.1 Each signer of this Agreement, for either City or ACS, represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of either City or ACS and to bind either City or ACS to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

23.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

24.1 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.

XXV. DEBARMENT

25.1 ACS certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

25.2 ACS shall provide immediate written notice to City, in accordance with Article VIII. Notice, if, at any time during the term of this contract, including any renewals hereof, ACS learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XXVI. ENTIRE AGREEMENT

26.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and AGREED to this the _____ day of _____, 2010.

CITY OF SAN ANTONIO

AMERICAN CANCER SOCIETY

Printed Name: Fernando A. Guerra,
MD, MPH

Printed Name: Lane Moore

Title: Director of Health

Title: Regional Vice President

Date: _____

Date: _____

Printed Name: _____

Title: Regional Director of
Health Initiatives

Date:

Attest:

Leticia M. Vacek
City Clerk

Approved as to Form:

Michael D. Bernard
City Attorney

ATTACHMENT I

**American Cancer Society and SA-TPCC
Community Collaboration Work Plan and Timeline
DRAFT WORK PLAN: SEPT 1, 2010 – AUG 31, 2011**

Objective 1: Provide American Cancer Society personnel support to the grant and grant coalition				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
1.1	Provide ACS representative to serve as participating member to coalition	Attendance of ACS representative at coalition meetings/events	9/1/09-8/31/2010	(Program Manager 25% of salary and mileage) \$0.37/mi x 811miles(12mos) Mileage: \$300 Cell phone allowance: \$300 Personnel: \$12,561 [total \$13,161]
1.2	Conduct, as needed, training to grant personnel and/or coalition on ACS resources	Training delivered at coalition meeting	TBD by coalition	No new costs, use existing labor [total \$0]
1.3	Provide ACS representative to attend 2010 Texas Teen Tobacco Summit & Tobacco Prevention and Control Summit pending ACS's review of speaker roster of Summit	Attendance of ACS representative at Summit	07/2010	Registration \$275 Airfare \$150 Transportation \$75 Lodging \$400 Per diem \$295 [total \$1,195]
1.4	Provide training to outside agencies such as SA Police Dept and Worksite Wellness Taskforce on tobacco education and SA-TPCC resources	Training(s) delivered at staff meetings of agencies	10/1/2011 & By 08/31/2010	No new costs, use existing labor [total \$0]
TOTAL COALITION SUPPORT				\$14,356
Objective 2: Participate in maintenance of tobacco cessation resource handout material(s) developed and approved by SA-TPCC				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
2.1	Provide coalition updated materials and information from the American Cancer Society for tobacco cessation resource handout material(s)	Updated list and descriptions of resources offered in community	9/1/09-8/31/2010	No new costs, use existing labor [total \$0]
2.2	Assist in preparation and production of updated	Design and production of	9/1/09-8/31/2010	No new costs, use existing

	version of cessation resource information material for distribution	updated final material(s) completed		labor [total \$0]
<i>TOTAL PACKAGE PREPARATION</i>				<i>\$0</i>
Objective 3: Conduct cessation consultations with healthcare providers and systems to promote use of available cessation resources [ACS=200]				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
3.1	Identify list of healthcare providers/systems and/or provider associations to contact during FY10 [goal=200 individual providers]	Compiled list	9/1-12/1/2011	No new costs, use existing labor [total \$0]
3.2	Request additional cessation materials (Toolkit, ACS materials, etc.) for distribution to healthcare providers and worksites	Materials ordered, Materials in stock	9/1/09-8/31/2010	State Quitline products: Display Board, poster, cards General tobacco materials [total \$5,000]
3.3	Contact healthcare providers/systems /associations to schedule presentation and distribution of cessation resources	# contacts made, # meetings scheduled	9/1/09-8/31/2010	(Program Manager 50% of salary and mileage) \$0.37/mi x 1622 miles(12mos) Mileage: \$600 Cell phone allowance: \$600 Personnel \$25,122 [total \$26,322]
3.4	Conduct information sessions in individual or group settings to distribute and promote tobacco cessation resources [goal=200 individuals]	# sessions completed, # providers who attended, # materials distributed	9/1/09-8/31/2010	Meeting expenses: [total \$1,305]
3.5	Assess utility of cessation resources promoted [goal = 50% of recipients]	# recipients assessed, Summary of findings	9/1/09-8/31/2010	No new costs, use existing labor [total \$0]
<i>TOTAL HEALTHCARE PROVIDER OUTREACH</i>				<i>\$32,627</i>

Objective 4: Provide support to local organizations who are participating in Great American Smokeout (GASO)				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
4.1	Develop informational packet (electronic and hard copy) about the Great American Smokeout and resources	Informational packet developed	By 10/20/2011	No new costs, use existing labor [total \$0]
4.2	Participate or provide participant (volunteer), as available, in local Great American Smokeout events	# of people reached at event(s) or through promotion	9/1/2011 – 8/31/2010	(Program Manager 25% of salary and mileage) \$0.37/mi x 811miles(12mos) Mileage: \$300 Cell phone allowance: \$300 Personnel: \$12,561 [total \$13,161]
<i>TOTAL GREAT AMERICAN SMOKEOUT OUTREACH</i>				<i>\$13,161</i>
Objective 5: Report performance to SA-TPCC members and Community Evaluation Work Group.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
5.1	Report numbers of encounters and recipient information to coalition leadership and Community Evaluation Work Group as indicated.	Reports compiled by each contractor and given to designee for grant reporting.	end of each month Sept 2011-Aug 2010	No new costs, use existing labor [total \$0]
5.2	Present reports of performance to coalition members as needed.	Presentation made at coalition meeting.	By 8/31/2010	No new costs, use existing labor [total \$0]
<i>TOTAL REPORTING</i>				<i>\$0</i>

**FY 2011 ACS/Metro Health Project
Tobacco Prevention and Control Coalition
DRAFT Key Performance Measures and Goals Form**

Section I – Projected Quarterly Timeline of Key Performance Measures

Activity	Sept-Nov	Dec-Feb	Mar-May	June/Aug	ACS Total	TPCC total
Strategic Prevention Framework (TPCC)						
Proposed net increase of written community agreements					0	20
Number of cessation consultations with Health Care Providers	50	50	50	50	200	500
Number of Works Site Cessation Services Consultations					0	85
Number of Adults receiving information	200	100	100	100	500	5000
Number of Youth receiving information					0	5000
Number of tobacco prevention presentations	3	0	13	12	28	130
Number of adults attending prevention presentations					0	1000
Number of youth attending prevention presentations	200	200	0	0	400	1000
Number of Media events		4	4	4	12	160
Number of adults involved in Alternative Activities					0	300
Number of youth involved in Alternative Activities					0	850
Number of environmental regulatory and or legal strategies implemented or changed					0	2
Number of youth receiving education/skills training					0	350

These are the minimum performance measures that the American Cancer Society will contribute to the San Antonio Tobacco Prevention and Control Coalition, September 1, 2010 through August 31, 2011.

Signature of ACS Authority

Title of Signatory

Date

ATTACHMENT III

**American Cancer Society
San Antonio Tobacco Prevention and Control Coalition
DRAFT BUDGET: SEPT 1, 2010 – AUG 31, 2011**

Item	Description	Cost x Units	Total
Personnel			\$51,444
Grant Program Manager (Nicole Townsley)	Full-time grant staff to implement work plan activities	Salary \$35,969 Benefits \$11,450 Tax \$2,825	\$50,244
cell phone	Grant manager cell phone allowance	\$100/mo x 12mos	\$1,200
General Operating Costs			\$0
Travel			\$2,395
intra-city mileage	mileage to coalition meetings and for work plan activities	\$0.37/mi x 3,243miles	\$1,200
2010 Texas Teen Tobacco Summit & Tobacco Prevention and Control Summit	DSHS meeting July, Woodlands, TX	Registration \$275 Airfare \$150 Transportation \$75 Lodging \$400 Per diem \$295	\$1,195
Work Plan Projects			\$6,305
Coalition Participation	Participation in coalition, provide training for coalition members as needed	(25% of Personnel and Intra-city mileage) Personnel: \$12,561 mileage: \$300	\$0
Package Preparation	Participate in updating of tobacco cessation resources and creation of coalition package for dissemination	use existing labor and resources	\$0
Healthcare Systems Outreach	Identify, contact, and follow-up with selected providers Identify, contact, and follow-up with selected systems	materials: \$ 5,000 meeting expenses: \$1,305 (50% of Personnel and Intra-city mileage) Personnel: \$25,122 mileage: \$600	\$6,305
Great American Smokeout Outreach	Support local efforts	25% of Personnel and Intra-city mileage) Personnel: \$12,561 mileage: \$300	\$0
Reporting	Submit outreach achievements and follow-up findings to coalition	costs included in Personnel and Intra-city mileage	\$0
TOTAL			\$60,144

PROFESSIONAL SERVICES AGREEMENT FOR YEAR FOUR OF
THE SAN ANTONIO TOBACCO PREVENTION AND CONTROL COALITION WITH
THE SOUTH CENTRAL AREA HEALTH EDUCATION CENTER, INC.

STATE OF TEXAS § CITY OF SAN ANTONIO
 §
COUNTY OF BEXAR § PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District ("SAMHD"); acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on _____, and the South Central Area Health Education Center, Inc. by and through its Executive Director, Paula Winkler (hereafter referred to as "AHEC"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"AHEC" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the director of City's San Antonio Metropolitan Health District.

"SA-TPCC" shall be defined as the San Antonio Tobacco Prevention and Control Coalition.

"Tobacco Program staff" shall be defined as those persons hired by SAMHD for the purpose of day-to-day program oversight with funding from the Texas Department of State Health Services (DSHS).

"CEW" shall be defined as the Community Evaluation Workgroup, the team of coalition members and sub-contractors that collect, organize and report data related to the work of the program and coalition.

"DSHS" shall be defined as the Texas Department of State Health Services, the agency that funds, oversees the statewide grant, tobacco prevention and control programming, and evaluation efforts.

"Target Area," shall be defined as Bexar County, or smaller areas to be determined by the SA-TPCC in the future.

"Intellectual property" – shall be defined as all plans for advertising, preliminary sketches, layouts, copy, "commercial" material, films, photographs, drawings, transcriptions, ideas, designs, processes, methods, products, discoveries, inventions, improvements, programs, writings, business methods or concepts, plans, projections and other similar items and rights thereto, including all patents, trade secrets, copyrights, and trademarks.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

2.3 City will have the option to renew and extend the term of this Agreement once for a term of one year, subject to acceptance by AHEC. The renewal or extension will be evidenced by passage of a subsequent City ordinance.

2.4 AHEC further agrees and understands that the City expects to pay all obligations of this Agreement from cooperative agreement funding. Accordingly, if cooperative agreement 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 AHEC will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

III. SCOPE OF SERVICES

3.1 AHEC agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 All work performed by AHEC hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by AHEC, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should AHEC's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate, subject to Sec. 7.4.

3.3 AHEC shall select specific individuals as primary and secondary representatives to the SA-TPCC. Both representatives may participate in the coalition concurrently, but at least one representative will be present at all coalition meetings and relevant planning sessions. This participation is required for coordination of SA-TPCC activities including but not limited to community assessment, strategic planning, outreach, evaluation planning, and other events. AHEC will supply contact information to SA-TPCC and SAMHD staff regarding both representatives, and both representatives will be tasked by AHEC to ensure full representation and participation of AHEC. In the event that there is a change in the individuals assigned by AHEC as representative(s) to the SA-TPCC, AHEC will notify SA-TPCC and SAMHD staff within 5 business days of the time such change has taken place.

3.4 AHEC shall comply with the guidelines regarding the use of the SAMHD and City names and logos, and will also comply with brand and identity guidelines determined for the SA-TPCC, once developed.

3.5 AHEC will submit detailed monthly activity reports to the SA-TPCC CEW and SAMHD for the purposes of program evaluation and reporting. AHEC will supply the reports in the format requested by the SA-TPCC to the CEW by the 5th day of each month to report performance for the preceding month. In addition, AHEC will provide any other progress reports or summaries requested by the SA-TPCC as needed.

3.6 AHEC representative(s) will attend and participate in any DSHS technical assistance training sessions or statewide coalition meetings as directed by DSHS. Costs to attend these meetings will be identified in the budget in Attachment II which is attached hereto and incorporated herein for all purposes, and compensated according to the terms of this Agreement.

3.7 In addition to the above mentioned items from Section III, AHEC shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City at all times and in compliance with the attached Work Plan affixed hereto and incorporated herein for all purposes as Attachment I.

IV. COMPENSATION TO AHEC

4.1 In consideration of AHEC's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay AHEC an amount not to exceed fifty-three thousand dollars (\$53,000.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein for all purposes in the budget, which is attached as Attachment II.

4.2 No additional fees or expenses of AHEC shall be charged by AHEC nor be payable by City. The parties hereby agree that all compensable expenses of AHEC have been provided for in the total payment to AHEC as specified in section 4.1 above. Total payments to AHEC cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to AHEC following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than AHEC, for the payment of any monies or the provision of any goods or services.

4.4 AHEC agrees to submit statements showing monthly itemized costs and documented in-kind expenses to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, will be made monthly according to standard procedures followed by City, as requested upon receipt of billing invoices from AHEC. Invoices

will be due on a monthly basis eight (8) calendar days after the end of each monthly reporting period.

4.4.1 With every invoice submitted, AHEC shall attach a brief monthly narrative describing in detail the activities being reimbursed in relation to the funding:

- A. The name and location where AHEC's activities take place as a result of City funding,
- B. Activities that Contractor's staff is performing in those locations,
- C. The names of staff, interns or volunteers directly involved in these activities,
- D. Attach copies of sign in sheets and/or agendas of any and all meetings or presentations associated with this funding,
- E. Attach anything else Contractor or City believes will be helpful in documenting reimbursed activities, such as photographs, brochures, etc.

4.4.2 AHEC understands that it shall submit detailed monthly activity reports of SA-TPCC program measures addressed through its activities by no later than the 5th day of the following month. This report will be submitted electronically using forms designated by SA-TPCC to Tobacco Program Staff and the designated representative of the CEW. Non submittal or late submittal of required monthly activity reports are grounds for delaying reimbursement of corresponding invoices or possible rejection of said invoices should the activity reports be submitted more than 30 days following the end of the monthly reporting period.

4.4.3 AHEC understands that due to the requirements of the funding agency, invoices submitted for reimbursement that are received by the City more than 30 calendar days following the end of the monthly reporting period may be rejected by City or the funding agency and not be subject to reimbursement.

4.4.4 AHEC understands that documentation of a minimum 20% in-kind expense over the life of this Agreement is a requirement for payment associated with this Agreement. AHEC further understands that the format for said documentation of in-kind expenses is set at the discretion of Tobacco Program staff. Each invoice submitted must document in-kind expenses that keep the overall total of the in-kind expense match to at least 20% of the total amount reimbursed.

4.5 Due to the requirements of the funding agency, an invoice documenting final expenses associated with the Agreement shall be submitted to the City by no later than Tuesday, September 6, 2011. Additional documentation requirements of costs and documented in-kind expenses associated with this Agreement may be amended by Tobacco Program staff as needed. All services required under this Agreement shall be performed to City's satisfaction, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder shall

not be paid until required reports, data, and documentation have been received and approved by the City.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by AHEC pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by AHEC.

5.2 AHEC understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 AHEC and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 AHEC shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, AHEC shall retain the records until the resolution of such litigation or other such questions. AHEC acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require AHEC to return said documents to City prior to or at the conclusion of said retention.

6.3 AHEC shall notify City, immediately, in the event AHEC receives any requests for information from a third party, which pertain to the documentation and records referenced herein. AHEC understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should AHEC default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. AHEC shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If AHEC fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against AHEC's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, AHEC shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by AHEC, or provided to AHEC, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by AHEC in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at AHEC's sole cost and expense. Payment of compensation due or to become due to AHEC is conditioned upon delivery of all such documents, if requested.

7.7 Due to the requirements of the funding agency, by no later than close of business on Tuesday, September 6, 2011, AHEC shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of

termination. Failure by AHEC to submit its claims by no later than close of business on Friday, Tuesday, September 6, 2011 shall negate any liability on the part of City and constitute a **Waiver** by AHEC of any and all right or claims to collect moneys that AHEC may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, AHEC shall cease all operations of work being performed by AHEC or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue AHEC for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City Clerk	AND City of San Antonio
City of San Antonio	Director, San Antonio Metropolitan Health District
P.O. Box 839966	332 W. Commerce, Suite 307
San Antonio, Texas 78283-3966	San Antonio, Texas 78205

If intended for AHEC, to:

South Central Area Health Education Center, Inc.
Attn: Paula Winkler
University of Texas Health Science Center San Antonio
4201 Medical Drive, Suite 360
San Antonio, TX 78229

IX. PROPERTY OF CITY

9.1 All Intellectual Property, as defined in Section I of this Agreement, that was created, conceived, reduced to practice or made by AHEC during the regular course of or arising out of this Agreement, whether alone or in conjunction with others, subject to any third party

licensed rights, (the "Work") shall be and will remain the sole and exclusive proprietary property of City. The Work shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Work and all rights therein, including all rights under the Visual Artists' Rights Act of 1990, shall be solely vested in City. AHEC further agrees to develop and execute any documents, give all oaths or testimony, and otherwise give all assistance deemed by City to be necessary or desirable to secure, maintain, or defend City's ownership of the Intellectual Property.

9.2 To comply with Section 9.1, AHEC is required to set out in its contracts with other agencies and any other party who is not employed by AHEC ("Third Party") that all Intellectual Property created, conceived, reduced to practice or made by Third Party, pursuant to such contract (the "Third Party Work"), shall be and will remain the sole and exclusive proprietary property of City. Further, the contract shall inform Third Party that the Third Party Work shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Work and all rights therein, including all rights under the Visual Artists' Rights Act of 1990, shall be solely vested in City. AHEC is further required to give all assistance deemed by City to be necessary or desirable to secure, maintain, or defend City's ownership of the Third Party Work.

9.3 The Public Information Act, Government Code Section 552.021, requires the City to make certain information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if AHEC receives inquiries regarding such documents within its possession, AHEC shall, within twenty-four (24) hours of receiving such requests, notify the City and forward such requests to the City for disposition. AHEC shall not release any records created during the course of performance of the contract to any entity without City's written permission.

9.4 AHEC agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

9.5 AHEC shall pay all royalties and licensing fees for the use of third party intellectual property. AHEC agrees to indemnify and hold City harmless from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials, methods or other intellectual property used in the project. AHEC shall defend City against all suits for infringement of any Intellectual Property rights. Further, if AHEC has reason to believe that the design, service, process or product specified is an infringement of the intellectual property rights of a third party, it shall immediately (within 24 hours) give such information to the City.

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, AHEC shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Health Department, which shall be clearly labeled "San Antonio Tobacco Prevention and

Control Coalition” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Health Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

10.3 AHEC’s financial integrity is of interest to the City; therefore, subject to AHEC’s right to maintain reasonable deductibles in such amounts as are approved by the City, AHEC shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at AHEC’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent in Umbrella or Excess Liability Coverage.
** Alternate Plans Must Be Approved by Risk Management	

10.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). AHEC shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. AHEC shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: San Antonio Metropolitan Health District
332 West Commerce St.
San Antonio, Texas 78205

10.5 AHEC agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

10.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, AHEC shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend AHEC's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.7 In addition to any other remedies the City may have upon AHEC's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order AHEC to stop work hereunder, and/or withhold any payment(s) which become due to AHEC hereunder until AHEC demonstrates compliance with the requirements hereof.

10.8 Nothing herein contained shall be construed as limiting in any way the extent to which AHEC may be held responsible for payments of damages to persons or property resulting from AHEC's or its subcontractors' performance of the work covered under this Agreement.

10.9 It is agreed that AHEC's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

10.11 AHEC and any Subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 AHEC covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to AHEC'S activities under this Agreement, including any acts or omissions of AHEC, any agent, officer, director, representative, employee, consultant or subcontractor of AHEC; and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT AHEC AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. AHEC shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or AHEC known to AHEC related to or arising out of AHEC's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at AHEC's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving AHEC of any of its obligations under this paragraph.

11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by AHEC in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. AHEC shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If AHEC fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and AHEC shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of AHEC, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for AHEC or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 AHEC shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees, student interns or subcontractors of AHEC. AHEC, its employees, student interns or subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon that AHEC intends to use the following subcontractors in the performance of this Agreement: none. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of AHEC. City shall in no event be obligated to any third party, including any subcontractor of AHEC, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, AHEC may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, AHEC shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor contractor, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should AHEC assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of AHEC shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by AHEC shall in no event release AHEC from any obligation under the terms of this Agreement, nor shall it relieve or release AHEC from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 AHEC covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that AHEC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of respondent superior shall not apply as between City and AHEC, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and AHEC. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the AHEC under this Agreement and that the AHEC has no authority to bind the City.

XIV. NONDISCRIMINATION POLICY

14.1 AHEC hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small, women, African American, and minority-owned business enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by the City. AHEC agrees that AHEC will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. AHEC further agrees that AHEC will abide by all applicable terms and provisions of City's Non-Discrimination Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development and the City Clerk's Office.

XV. CONFLICT OF INTEREST

15.1 AHEC acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City

officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, AHEC warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. AHEC further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

16.1 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the City and AHEC. The Director may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the Director so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XVII. SEVERABILITY

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

18.1 AHEC warrants and certifies that AHEC and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

19.1 AHEC shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

20.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not 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 of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall 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 hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

22.1 Each signer of this Agreement, for either City or AHEC, represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of either City or AHEC and to bind either City or AHEC to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

23.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

24.1 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.

ATTACHMENT I

South Central Area Health Education Center, Inc. and
 SA-TPCC Community Collaboration Workplan and Timeline
DRAFT WORK PLAN: September 1, 2010 – August 31, 2011

Objective 1: Participate in cessation training consultation with healthcare providers and worksites				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
1.1	Develop Service Learning program to create workforce for health care provider/worksites cessation consultations	210 current health professions students at UTHSCSA will be trained to deliver curriculum	September 1,2009- August 31, 2010	Subtotal \$5,000: 200 hours x \$25 per hour staff time
1.2	Inform worksite wellness or benefits offices of local resources for tobacco cessation	45 worksites will be provided prevention/cessation resources	September 1,2009- August 31, 2010	Subtotal \$10,000: 400 hours x \$25 per hour staff time
1.3	Inform health care teams of local resources for prevention/cessation	160 health providers and other health care teams provided program on prevention/cessation	September 1,2009- August 31, 2010	Subtotal \$8,000: 320 hours x \$25 per hour staff time
1.4	Participate in planning and implementation of CME and Pharmacy Grand Rounds sessions to educate on tobacco counseling procedures.	CME and Pharmacy curriculum developed and presented one session to medical and pharmacy community	September 1,2009- August 31, 2010	Subtotal \$500: 20 hours x \$25 per hour staff time
1.5	Conduct 10 focus group with providers about the barriers to providing counseling to patients about tobacco cessation. Based on the results of the focus groups, develop tool kit that provides tobacco counseling, billing information, posters, flyers and resource materials on a DVD and/or web based format.	20 Focus Groups with providers; tool kit distributed to 100 providers and available on web.	September 1,2009- August 31, 2010	Subtotal \$12,000: Focus Group expenses \$2,000 Video Services: \$1200 Narrator \$900 \$900 for 100 CDs to distr. \$2,000 continuing education credit \$5,000 x 200 hours X \$25 per hour staff time

Objective 2: Participate in outreach to the public				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
2.1	Implement series of information sessions for the public regarding tobacco prevention and control topics	600 community members will attend no less than 12 community forums	September 1,2009- August 31, 2010	Subtotal \$5,000: \$1,000 40 hours x \$25 per hour staff time \$2,000 marketing for community forums \$2,000 expenses for room rental
2.2	Conduct local activities to educate public during Tobacco Free Kids Day	300 youth will participate in Tobacco Free Kids Day	September 1,2009- August 31, 2010	Subtotal \$2,000: \$1,000 40 hours x \$25 per hour staff time \$1,000 marketing for events
2.3	Be trained and conduct evidence based tobacco prevention education in appropriate settings	100 youth will participate in curriculum such as LifeSkills, NOT, Aspire or T.A.T.U.	September 1,2009- August 31, 2010	Subtotal \$4,000 160 hours x \$25 per hour staff time
Objective 3: Participate in San Antonio Tobacco Prevention & Control Coalition capacity building				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
3.1	Participate in regular coalition meetings to report performance and progress	Regular reporting evidence with sign in sheet	September 1,2009- August 31, 2010	Subtotal \$500: 20 hours x \$25 per hour staff time
3.2	Assist to establish "Lunch and Learn" educational series to disseminate information on current tobacco prevention and control topics	3 "lunch and learn" programs offered and completed	September 1,2009- August 31, 2010	Subtotal \$500: 20 hours x \$25 per hour staff time
3.3	Maintain visibility of the Tobacco Coalition efforts with the Movimiento Now! discussion group and assist to recruit membership for the Coalition	Monthly report on Movimiento Now! agenda and assure that all information about Coalition activities are published to Movimiento Now! membership	September 1,2009- August 31, 2010	-0- In-Kind: \$1200 Staff time
3.4	Participate in Coalition Steering Committee	Attend regularly scheduled meetings	September 1,2009- August 31, 2010	-0- In Kind: \$1200 staff time

ATTACHMENT II

**FY 2011 SCAHEC/Metro Health Project
Tobacco Prevention and Control Coalition
DRAFT Key Performance Measures and Goals Form**

Section I – Projected Quarterly Timeline of Key Performance Measures

Activity	Sept-Nov	Dec-Feb	Mar-May	June/Aug	SCAHEC Total	TPCC total
Strategic Prevention Framework (TPCC)						
Proposed net increase of written community agreements	0	0	0	0	0	20
Number of cessation consultations with Health Care Providers	40	40	40	40	160	500
Number of Works Site Cessation Services Consultations	11	11	11	12	45	85
Number of Adults receiving information	150	150	150	150	600	5000
Number of Youth receiving information	625	625	625	625	2500	5000
Number of tobacco prevention presentations	12	12	12	14	50	130
Number of adults attending prevention presentations	150	150	150	150	600	1000
Number of youth attending prevention presentations	75	75	75	75	300	1000
Number of Media events	0	0	0	0	0	160
Number of adults involved in Alternative Activities	0	0	0	0	0	300
Number of youth involved in Alternative Activities	0	0	0	0	0	850
Number of environmental regulatory and or legal strategies implemented or changed	0	0	0	0	0	2
Number of youth receiving education/skills training	25	25	25	25	100	350

These are the minimum performance measures that the South Central AHEC will contribute to the San Antonio Tobacco Prevention and Control Coalition, September 1, 2009 through August 31, 2010.

Paula Winkler

Signature of SCAHEC Authority
Director

ATTACHMENT III

**South Central Area Health Education Center, Inc.–
San Antonio Tobacco Prevention and Control Coalition
DRAFT BUDGET: September 1, 2010 – August 31, 2011**

Item	Description	Cost x Units	Total
Personnel			
Paula Winkler, M.Ed. Director	Responsible for overall management of project	In-Kind	/
Amanda Lopez, BS Health Careers Coordinator	Responsible for Tobacco Free Kids Program/Activities	In-Kind	
Rachel Wright, BS Tobacco Project Consultant	Responsible for Outreach Coord.	Included in project description.	
General Operating Costs			\$2,500
Supplies	Pens, Pencils, Folders, Disks, Postage,	\$2,500	\$500
Curriculum Materials	Copying, dividers, handouts	\$4,000	\$2,000
Travel			\$3,000
Travel to worksite/provider offices	\$.585 x 4273 miles 11/1/08–8/30/09	\$2,500	\$2500
Travel to schools for Tobacco Free Kids Events	\$.585 x 857 miles 11/1/08-4/30/09	\$500	\$500
Work Plan Projects			\$47,500
Problem Identification and Referral	Train students, Worksite and Provider outreach, CME development, Medical Staff training	\$35,500	\$35,500
Community Based Processes	Information series to public and Tobacco Free Kids events	\$7,000	\$11,000
Building Participate in San Antonio Tobacco Coalition Capacity	Assist to build Coalition infrastructure and membership	\$1,000 \$2,400 in-kind	\$1,000
Indirect Costs (if applicable)		-0-	\$0
TOTAL REQUESTED			\$53,000
PROJECTED IN-KIND MATCH			\$5,400

**PROFESSIONAL SERVICES AGREEMENT FOR YEAR THREE OF
THE SAN ANTONIO TOBACCO PREVENTION AND CONTROL COALITION WITH
THE BEXAR COUNTY HOSPITAL DISTRICT
D/B/A UNIVERSITY HEALTH SYSTEM**

STATE OF TEXAS § CITY OF SAN ANTONIO
 §
COUNTY OF BEXAR § PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD); acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on _____, and the Bexar County Hospital District d/b/a University Health System by and through its President/CEO George B. Hernández, Jr. (hereafter referred to as "UHS"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"UHS" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the director of City's San Antonio Metropolitan Health District.

"SA-TPCC" shall be defined as the San Antonio Tobacco Prevention and Control Coalition.

"Tobacco Program staff" shall be defined as those persons hired by SAMHD for the purpose of day-to-day program oversight with funding from the Texas Department of State Health Services (DSHS).

"CEW" shall be defined as the Community Evaluation Workgroup, the team of coalition members and sub-contractors that collect, organize and report data related to the work of the program and coalition.

"DSHS" shall be defined as the Texas Department of State Health Services, the agency that funds, oversees the statewide grant, tobacco prevention and control programming, and evaluation efforts.

"Target Area," shall be defined as Bexar County, or smaller areas to be determined by the SA-TPCC in the future.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

2.3 City will have the option to renew and extend the term of this Agreement once for a term of one year, subject to acceptance by UHS. The renewal or extension will be evidenced by passage of a subsequent City ordinance.

2.4 UHS further agrees and understands that the City expects to pay all obligations of this Agreement from cooperative agreement funding. Accordingly, if cooperative agreement 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 UHS will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

III. SCOPE OF SERVICES

3.1 UHS agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 All work performed by UHS hereunder shall be performed to the satisfaction of Director of City's San Antonio Metropolitan Health District. The determination made by Director shall not be unreasonable and shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by UHS, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should UHS's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate, subject to Sec. 7.4.

3.3 UHS shall select specific individuals as primary and secondary representatives to the SA-TPCC. Both representatives may participate in the coalition concurrently, but at least one representative will be present at all coalition meetings and relevant planning sessions. This participation is required for coordination of SA-TPCC activities including but not limited to community assessment, strategic planning, outreach, evaluation planning, and other events. UHS will supply contact information to SA-TPCC and SAMHD staff regarding both representatives and both representatives will be tasked by UHS to ensure full representation and participation of UHS. In the event that there is a change in the individuals assigned by UHS as representative(s) to the SA-TPCC, UHS will notify SA-TPCC and SAMHD staff within 5 business days of the time such change has taken place.

3.4 UHS shall comply with the guidelines regarding the use of the SAMHD and City names and logos, and will also comply with and identity guidelines determined for the SA-TPCC once developed.

3.5 UHS will submit detailed monthly activity reports to the SA-TPCC CEW and SAMHD for the purposes of program evaluation and reporting. UHS will supply the reports in the format requested by the SA-TPCC to the CEW by the 5th day of each month to report performance for the preceding month. In addition, UHS will provide any other progress reports or summaries requested by the SA-TPCC as needed.

3.6 UHS representative(s) will attend and participate in any DSHS technical assistance training sessions or statewide coalition meetings as directed by DSHS. Costs to attend these meetings will be identified in the budget in Attachment II which is attached hereto and incorporated herein for all purposes, and compensated according to the terms of this Agreement.

3.7 In addition to the above mentioned items from Section III, UHS shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City at all times and in compliance with the attached Work Plan affixed hereto and incorporated herein for all purposes as Attachment I.

IV. COMPENSATION TO UHS

4.1 In consideration of UHS's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay UHS an amount not to exceed sixty thousand forty one dollars (\$60,041.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein for all purposes in the budget, which is attached as Attachment III.

4.2 No additional fees or expenses of UHS shall be charged by UHS nor be payable by City. The parties hereby agree that all compensable expenses of UHS have been provided for in the total payment to UHS as specified in section 4.1 above. Total payments to UHS cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to UHS following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than UHS, for the payment of any monies or the provision of any goods or services.

4.4 UHS agrees to submit statements showing monthly itemized costs and documented in-kind expenses to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, will be made monthly according to standard procedures followed by City, as requested upon receipt of billing invoices from UHS. Invoices

will be due on a monthly basis eight (8) calendar days after the end of each monthly reporting period.

4.4.1 With every invoice submitted, UHS shall attach a brief monthly narrative describing in detail the activities being reimbursed in relation to the funding:

- A. The name and location where UHS 's activities take place as a result of City funding,
- B. Activities that Contractor's staff or representatives are performing in those locations,
- C. The names of staff, interns or volunteers directly involved in these activities,
- D. Attach copies of sign in sheets and/or agendas of any and all meetings or presentations associated with this funding,
- E. Attach anything else Contractor or City believes will be helpful in documenting reimbursed activities, such as photographs, brochures, etc.

4.4.2 UHS understands that it shall submit detailed monthly activity reports of SA-TPCC program measures addressed through its activities by no later than the 5th day of the following month as based upon the minimum requirements agreed upon by the Parties, which is affixed hereto and incorporated herein for all purposes as Attachment II. This report will be submitted electronically using forms designated by SA-TPCC to Tobacco Program Staff and the designated representative of the CEW. Non submittal or late submittal of required monthly activity reports are grounds for delaying reimbursement of corresponding invoices or possible rejection of said invoices should the activity reports be submitted more than 30 days following the end of the monthly reporting period.

4.4.3 UHS understands that due to the requirements of the funding agency, invoices submitted for reimbursement that are received by the City more than 30 calendar days following the end of the monthly reporting period may be rejected by City or the funding agency and not be subject to reimbursement.

4.4.4 UHS understands that documentation of a minimum 20% in-kind expense over the life of this Agreement is a requirement for payment associated with this Agreement. UHS further understands that the format for said documentation of in-kind expenses is set at the discretion of Tobacco Program staff. Each invoice submitted must document in-kind expenses that keep the overall total of the in-kind match to at least 20% of the total amount reimbursed.

4.5 Due to the requirements of the funding agency, an invoice documenting final expenses associated with the Agreement shall be submitted to the City by no later than Tuesday, September 6, 2011. Additional documentation requirements of costs and documented in-kind expenses associated with this Agreement may be amended by tobacco program staff as needed. All services required under this Agreement shall be performed to City's satisfaction, and City

shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder shall not be paid until required reports, data, and documentation have been received and approved by the City.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by UHS pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by UHS.

5.2 UHS understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 UHS and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 UHS shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, UHS shall retain the records until the resolution of such litigation or other such questions. UHS acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require UHS to return said documents to City prior to or at the conclusion of said retention.

6.3 UHS shall notify City, immediately, in the event UHS receives any requests for information from a third party, which pertain to the documentation and records referenced herein. UHS understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should UHS default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. UHS shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If UHS fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against UHS's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, UHS shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by UHS, or provided to UHS, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by UHS in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at UHS's sole cost and expense. Payment of compensation due or to become due to UHS is conditioned upon delivery of all such documents, if requested.

7.7 Due to the requirements of the funding agency, by no later than close of business on Tuesday, September 6, 2011, UHS shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of

termination. Failure by UHS to submit its claims by no later than close of business on Tuesday, September 6, 2011 shall negate any liability on the part of City and constitute a **Waiver** by UHS of any and all right or claims to collect moneys that UHS may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, UHS shall cease all operations of work being performed by UHS or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall a Party's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of said terminating Party's remedies, nor shall such termination limit, in any way, at law or equity, the right to seek damage from or otherwise pursue the defaulting Party for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Director, San Antonio Metropolitan Health District
City of San Antonio
332 W. Commerce, Suite 307
San Antonio, Texas 78205

If intended for UHS, to:

George B. Hernandez, Jr.,
President/Chief Executive Officer
University Health System
4502 Medical Drive
San Antonio, Tx 78229-4493

Theresa de la Haya
Vice President of Community Health Division
Texas Diabetes Institute
701 S. Zarzamora
San Antonio, TX 78207

IX. ACCOUNT OF FUNDS BY UHS

9.1 UHS understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this Agreement and further agrees that all checks and withdrawals from such account shall have itemized documentation in support thereof pertaining to the use of funds provided under this Agreement.

9.2 UHS agrees to maintain records that shall provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. UHS further agrees:

(A) that maintenance of said records shall be in compliance with all terms, provisions and requirements of this Agreement and with all generally accepted accounting principles; and

(B) that UHS' record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

9.3 As set forth in Article VI of this Agreement, UHS agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter collectively referred to as "records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years from the completion services. City shall have access to the records at all times upon reasonable notice.

9.4 City agrees to provide UHS written notice regarding any expenditure by UHS that the City reasonably determines to be outside the permissible parameters of this Agreement. Said notice shall provide UHS thirty (30) days from receipt of said notice to cure the deficiency or refund to City any sum of money paid by City to UHS determined to:

(A) have not been spent by UHS strictly in accordance with the terms of this Agreement; or

(B) not be supported by adequate documentation to fully justify the expenditure.

9.5 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in section 7.4 above as a result of any auditing or monitoring by City, UHS shall refund such amount to City within thirty (30) business days of City's written request therefore wherein the amount disallowed or disapproved shall be specified. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

9.6 Upon execution of this Agreement or at any time during the term of this Agreement, the City's Director of Finance, the City Auditor, or a person designated by the Director of the San Antonio Metropolitan Health Department may review and approve all UHS systems of internal accounting and administrative controls prior to the release of funds hereunder.

9.7 If UHS expends \$250,000.00 or more of City dollars, then during the term of this Agreement, the UHS shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of UHS'S fiscal year or termination of this Agreement, whichever is earlier. UHS understands and agrees to furnish the San Antonio Metropolitan Health Department with a copy of the audit report within a period not to exceed fifteen (15) days after approval of the report by the UHS Board of Trustees. If the amount of funds to be paid to UHS in Article IV of this Agreement is

\$250,000.00 or more, then the UHS further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If the City determines, in its sole discretion, that UHS is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the UHS pay for such audit from non-City resources. If UHS expends less than \$250,000.00 of City dollars, then during the term of this Agreement, the UHS shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of UHS'S fiscal year or termination of this Agreement, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by UHS attesting to the correctness of said financial statement.

X. INSURANCE

10.1 UHS maintains a self-insurance fund for general liability and worker's compensation claims and causes of action in order to meet the statutory obligations of its respective employees.

XI. NO INDEMNIFICATION

11.1 City and the UHS acknowledge 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 Texas Civil Practice and Remedies Code, §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.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 UHS shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees, student interns or subcontractors of UHS. UHS, its employees, student interns or subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that UHS intends to use the following subcontractors in the performance of this Agreement: none. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of UHS. City shall in no event be obligated to any third party, including any subcontractor of UHS, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, UHS may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as

evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, UHS shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor UHS, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should UHS assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of UHS shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by UHS shall in no event release UHS from any obligation under the terms of this Agreement, nor shall it relieve or release UHS from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 UHS covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that UHS shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of respondent superior shall not apply as between City and UHS, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and UHS. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the UHS under this Agreement and that the UHS has no authority to bind the City.

XIV. NONDISCRIMINATION POLICY

14.1 UHS hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small, women, African American, and minority-owned business enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by the City. UHS agrees that UHS will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. UHS further agrees that UHS will abide by all applicable terms and provisions of City's Non-Discrimination Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development and the City Clerk's Office.

XV. CONFLICT OF INTEREST

15.1 UHS acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B,

Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

XVI. AMENDMENTS

16.1 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the City and the UHS. The Director of the SAMHD may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state regulations mandated by the funding agency.

XVII. SEVERABILITY

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

18.1 UHS warrants and certifies that UHS and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

19.1 UHS shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

20.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not 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 of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall 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 hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

22.1 Each signer of this Agreement, for either City or UHS, represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of either City or UHS and to bind either City or UHS to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

23.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

24.1 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.

XXV. DEBARMENT

25.1 UHS certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

25.2 UHS shall provide immediate written notice to City, in accordance with Article VIII. Notice, if, at any time during the term of this contract, including any renewals hereof, UHS learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XXVI. ENTIRE AGREEMENT

26.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and AGREED to this the _____ day of _____, 2010.

CITY OF SAN ANTONIO

**BEXAR COUNTY HOSPITAL
DISTRICT D/B/A UNIVERSITY
HEALTH SYSTEM**

Printed Name: Fernando A. Guerra,
MD, MPH

Title: Director of Health

Date: _____

Printed Name: George B. Hernández, Jr.

Title: President/Chief
Executive Officer

Date: _____

ATTEST:

Approved as to Form:

Leticia M. Vacek
City Clerk

Serina Rivela
Staff Attorney

Approved as to Form:

Michael D. Bernard
City Attorney

University Health System and SA-TPCC Collaboration
DRAFT WORK PLAN: SEPT 1, 2010 – AUG 31, 2011

Objective 1: Conduct consultations with UHS/Carelink healthcare providers to advise on techniques to encourage tobacco cessation among clients, and to promote use of the UHS/TDI referral system and internal Tobacco Cessation Program and other community resources.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
1.1	Identify contact list of UHS & Carelink healthcare providers.	Compiled list	9/1/09- 8/31/10	Staff x 1 (incl fringe): 35 x \$22.68 = \$793.80 Staff x 1 (incl fringe): 15 x \$16.38 = \$245.70 Staff x 1 (incl fringe): 9 x \$32.76 = \$294.84 [total] \$1,334.34
1.2	Contact UHS & Carelink healthcare providers to schedule informational meetings concerning tobacco cessation referral process.	12 contacts made 10 meetings scheduled	9/1/09 – 8/31/10	Staff x 1 (incl fringe): 50 x \$22.68 = \$1,134.00 Staff x 1 (incl fringe): 15 x \$16.38 = \$245.70 Staff x 1 (incl fringe): 10 x \$32.76 = \$327.60 [total] \$1,707.30
1.3	Conduct informational meeting either in individual or group settings to inform and promote the UHS tobacco cessation referral process.	40 medical providers	9/1/09 – 8/31/10	Staff x 1 (incl fringe): 100 x \$22.68 = \$2,268.00 Mileage: \$9.96 [total] \$2,277.96
1.4	Assess utility of cessation resources promoted	20 recipients assessed	9/1/09 – 8/31/10	30 x \$22.68 = \$680.40
<i>Total</i>				\$6,000.00

Objective 2: Increase the number of adults receiving information about the UHS/TDI Tobacco Cessation Program and successfully referred to/enrolled in the Tobacco Cessation Program.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
2.1	Identify patients referred to the UHS/TDI Tobacco Cessation.	Compiled list based on referrals	9/1/09 – 8/31/10	Staff x 1 (incl fringe): 200 x \$22.68 = \$4,536.00 Staff x 1 (incl fringe): 200 x \$16.38 = \$3,276.00 [total] \$7,812.00
2.2	Provide tobacco cessation program information	300 adults receiving information	9/1/09 – 8/31/10	Staff x 1 (incl fringe): 400 x \$22.68 = \$9,072.00 Staff x 1 (incl fringe): 150 x \$16.38 = \$2,457.00 Staff x 1 (incl fringe): 40 x \$32.76 = \$1,310.40 \$55.00 [total] \$12,894.40
2.3	Enroll patients into the UHS/TDI tobacco cessation program (successful referral)	80 patients enrolled	9/01/09 – 8/31/10	Staff x 1 (incl fringe): 300x \$22.68 = \$6,804.00 Staff x 1 (incl fringe): 100 x \$16.38 = \$1,638.00 Staff x 1 (incl fringe): 20 x \$32.76 = \$655.20 [total] \$9,097.20
2.4	Evaluate/Assess referral/enrollment of the tobacco cessation program	Summary of findings	9/01/09 – 8/31/10	Staff x 1 (incl fringe): 45 x \$22.68 = \$1,020.60 Staff x 1 (incl fringe): 10 x \$32.76 = \$327.60 [total] \$1,348.20
2.5	Evaluate/Asses disbursement of the tobacco cessation program information	Summary of findings	9/01/09 – 8/31/10	Staff x 1 (incl fringe): 45 x \$22.68 = \$1,020.60 Staff x 1 (incl fringe): 10 x \$32.76 = \$327.60 [total] \$1,348.20
<i>Total</i>				\$32,500

Objective 3: Provide community outreach opportunities to enhance disbursement of tobacco cessation education				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
3.1	Identify and develop contact list of presentation sites	Compiled list of sites	9/01/09 – 8/31/10	Staff x 1 (incl fringe): 40 x \$22.68 = \$907.20 Staff x 1 (incl fringe): 20 x \$16.38 = \$327.60 [total] \$1,234.80
3.2	Development of strategy and/or presentation to educate UHS & Carelink staff, medical providers, and patients linking the connection between smoking and chronic conditions	Completed outline strategy and educational materials	9/1/09 – 12/31/09	Staff x 1 (incl fringe): 25 x \$22.68 = \$567.00 Staff x 1 (incl fringe): 10 x \$32.76 = \$327.60 [total] \$894.60
3.3	Development of method/tool to evaluate effectiveness of presentation.	Completed tool	10/01/09 – 12/31/09	Staff x 1 (incl fringe): 15 x \$22.68 = \$340.20 Staff x 1 (incl fringe): 8 x 32.76 = \$262.08 [total] \$602.28
3.4	Contact UHS & CareLink sites to schedule presentation linking the connection between smoking and chronic conditions	5 sites	10/1/09 – 12/31/09	Staff x 1 (incl fringe): 25 x \$22.68 = \$567.00 Staff x 1 (incl fringe): 10 x \$16.38 = \$163.80 [total \$730.80]
3.5	Conduct presentations in group settings to educate UHS/Carelink staff & medical providers linking the connection between smoking and chronic conditions	30 staff/medical providers	1/10/10 – 8/31/10	Staff x 1 (incl fringe): 50 x \$22.68 = \$1,134.00 Staff x 1 (incl fringe): 5 x \$32.76 = \$163.80 Mileage: \$25.66 [total \$1,323.46]

3.6	Conduct presentations in group settings to educate UHS/Carelink patients linking the connection between smoking and chronic conditions	40 adults receiving information	1/01/10 – 8/31/10	Staff x 1 (incl fringe): 50 x \$22.68 = \$1,134.00 Staff x 1 (incl fringe): 5 x \$32.76 = \$163.80 \$25.66[total] \$1,323.46
3.7	Evaluate/Assess usefulness of presentation for staff/medical providers and patients	15 staff/medical providers assessed 20 patients assessed	1/01/10 – 8/31/10	Staff x 1 (incl fringe): 10 x \$22.68 = \$226.80 Staff x 1 (incl fringe): 5 x \$32.76 = \$163.80 [total] \$390.60
			<i>Total</i>	<i>\$6,500</i>

ATTACHMENT II

**FY 2011 UHS/Metro Health Project
Tobacco Prevention and Control Coalition
DRAFT Key Performance Measures and Goals Form**

Activity	Sept-Nov	Dec-Feb	Mar-May	June/Aug	UHS Total	TPCC total
Strategic Prevention Framework (TPCC)						
Proposed net increase of written community agreements					0	20
Number of cessation consultations with Health Care Providers	0	10	15	15	40	500
Number of Works Site Cessation Services Consultations					0	85
Number of Adults receiving information	100	50	100	50	300	5000
Number of Youth receiving information					0	5000
Number of tobacco prevention presentations	0	2	2	1	5	130
Number of adults attending prevention presentations	0	15	15	10	40	1000
Number of youth attending prevention presentations					0	1000
Number of Media events					0	160
Number of adults involved in Alternative Activities					0	300
Number of youth involved in Alternative Activities					0	850
Number of environmental regulatory and or legal strategies implemented or changed					0	2
Number of youth receiving education/skills training					0	350

These are the minimum performance measures that the University Health System will contribute to the San Antonio Tobacco Prevention and Control Coalition, September 1, 2009 through August 31, 2010.

Signature of UHS Authority

Director, Health Promotion & Disease Prevention
Title of Signatory

Date

ATTACHMENT III

**University Health System and SA-TPCC Collaboration
DRAFT BUDGET: SEPT 1, 2010 – AUG 31, 2011**

Item	Description	Cost x Units	Total
Personnel			
Project Manager	Supervise staff, operations & grant management. Deliver services related to training, planning, provider/worksites outreach \$ \$26.00/hr + 26% Fringe = \$32.76	(included in Work Plan Projects)	
Health Educators	Deliver services related to training, preparation, facilitation, provider/worksites outreach. \$18.00/hr + \$26% Fringe = \$22.68	(included in Work Plan Projects)	
Adm Assistant/OPCSR	Deliver clerical and customer service for staff, referral, and appointments. \$13.00/hr + 26% Fringe = \$16.38	(included in Work Plan Projects)	
General Operating Costs			\$7,000.00
Supplies	General office supplies		\$1,000.00
Printing	Duplication of educational materials		\$2,000.00
Promotional Items	Marketing and patient incentives		\$4,000.00
Travel			\$2,583.00
2010 Texas Teen Tobacco Summit & Tobacco Prevention and Control Summit	July 2010	Registration \$700 Lodging \$650 Mileage \$600 Meals \$300	\$2,250.00
Mileage	Coalition Meetings, staff meetings	600 mi x \$. \$555	\$333.00
Work Plan Projects			\$45,000.00
Healthcare Provider/ Worksite Outreach	Identify, contact, and follow-up with selected population target	Staff \$4,876.20 Staff \$491.40 Staff \$622.44 Mileage: \$9.96	\$6,000.00
Adult Intervention – Tobacco Cessation Program	Identify, contact, and follow-up with selected population target	Staff \$22,453.20 Staff \$7,371.00 Staff \$2,620.80 Mileage \$55.00	\$32,500.00
Community Outreach	Identify, contact, and follow-up with selected population target	Staff \$4,876.20 Staff \$491.40 Staff \$1,081.08 Mileage \$51.32	\$6,500.00
Sub-total			\$ 54,583.00
Indirect Costs	10% applied to full budget request		\$5,458.00
Match/In-Kind	20% of award budget		\$12,000.00
TOTAL REQUESTED			\$60,041.00

**PROFESSIONAL SERVICES AGREEMENT FOR YEAR FOUR OF
FOR THE SAN ANTONIO TOBACCO PREVENTION AND CONTROL COALITION
WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER
AT SAN ANTONIO**

STATE OF TEXAS § CITY OF SAN ANTONIO
 §
COUNTY OF BEXAR § PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD); acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on _____, and the University of Texas Health Science Center at San Antonio by and through its President, Francisco G. Cigarroa, (hereafter referred to as "UTHSCSA"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"UTHSCSA" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the director of City's San Antonio Metropolitan Health District.

"SA-TPCC" shall be defined as the San Antonio Tobacco Prevention and Control Coalition.

"Tobacco Program staff" shall be defined as those persons hired by SAMHD for the purpose of day-to-day program oversight with funding from the Texas Department of State Health Services (DSHS).

"CEW" shall be defined as the Community Evaluation Workgroup, the team of coalition members and sub-contractors that collect, organize and report data related to the work of the program and coalition.

"DSHS" shall be defined as the Texas Department of State Health Services, the agency that funds, oversees the statewide grant, tobacco prevention and control programming, and evaluation efforts.

"Target Area," shall be defined as Bexar County, or smaller areas to be determined by the SA-TPCC in the future.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

2.3 City will have the option to renew and extend the term of this Agreement once for a term of one year, subject to acceptance by UTHSCSA. The renewal or extension will be evidenced by passage of a subsequent City ordinance.

2.4 UTHSCSA further agrees and understands that the City expects to pay all obligations of this Agreement from cooperative agreement funding. Accordingly, if cooperative agreement 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 UTHSCSA will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

III. SCOPE OF SERVICES

3.1 UTHSCSA agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 All work performed by UTHSCSA hereunder shall be performed to the satisfaction of Director of City's San Antonio Metropolitan Health District. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by UTHSCSA, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should UTHSCSA's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate, subject to Sec. 7.4.

3.3 UTHSCSA shall select specific individuals as primary and secondary representatives to the SA-TPCC. Both representatives may participate in the coalition concurrently, but at least one representative will be present at all coalition meetings and relevant planning sessions. This participation is required for coordination of SA-TPCC activities including but not limited to community assessment, strategic planning, outreach, evaluation planning, and other events. UTHSCSA will supply contact information to SA-TPCC and SAMHD staff regarding both representatives, and both representatives will be tasked by UTHSCSA to ensure full representation and participation of UTHSCSA. In the event that there

is a change in the individuals assigned by UTHSCSA as representative(s) to the SA-TPCC, UTHSCSA will notify SA-TPCC and SAMHD staff within 5 business days of the time such change has taken place.

3.4 UTHSCSA shall comply with the guidelines regarding the use of the SAMHD and City names and logos, and will also comply with branding and identity guidelines determined for the SA-TPCC.

3.5 UTHSCSA will submit detailed monthly activity reports to the SA-TPCC CEW and SAMHD for the purposes of program evaluation and reporting. UTHSCSA will supply the reports in the format requested by the SA-TPCC to the CEW by the 5th day of each month to report performance for the preceding month. In addition, UTHSCSA will provide any other progress reports or summaries requested by the SA-TPCC as needed.

3.6 UTHSCSA representative(s) will attend and participate in any DSHS technical assistance training sessions or statewide coalition meetings as directed by DSHS. Costs to attend these meetings will be identified in the budget in Attachment II which is attached hereto and incorporated herein for all purposes, and compensated according to the terms of this Agreement.

3.7 In addition to the above mentioned items from Section III, UTHSCSA shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City at all times affixed hereto and incorporated herein for all purposes as Attachment I.

IV. COMPENSATION TO UTHSCSA

4.1 In consideration of UTHSCSA's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay UTHSCSA an amount not to exceed one hundred six thousand nine hundred sixty five dollars (\$106,965.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein for all purposes in the budget, which is attached as Attachment II.

4.2 No additional fees or expenses of UTHSCSA shall be charged by UTHSCSA nor be payable by City. The parties hereby agree that all compensable expenses of UTHSCSA have been provided for in the total payment to UTHSCSA as specified in section 4.1 above. Total payments to UTHSCSA cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to UTHSCSA following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than UTHSCSA, for the payment of any monies or the provision of any goods or services.

4.4 UTHSCSA agrees to submit invoices each month showing itemized costs and documented in-kind expenses to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, will be made monthly according to standard procedures followed by City, as requested upon receipt of billing invoices from UTHSCSA. Invoices will be due on a monthly basis eight (8) calendar days after the end of each monthly reporting period.

4.4.1 With every invoice submitted, UTHSCSA shall attach a brief monthly narrative describing in detail the activities being reimbursed in relation to the funding:

- A. The name and location where UTHSCSA 's activities take place as a result of City funding,
- B. Activities that Contractor's staff or representatives are performing in those locations,
- C. The names of staff, interns or volunteers directly involved in these activities,
- D. Attach copies of sign in sheets and/or agendas of any and all meetings or presentations associated with this funding,
- E. Attach anything else Contractor or City believes will be helpful in documenting reimbursed activities, such as photographs, brochures, etc.

4.4.2 UTHSCSA understands that it shall submit detailed monthly activity reports of SA-TPCC program measures addressed through its activities by no later than the 5th day of the following month as based upon the minimum requirements agreed upon by the Parties, which is affixed hereto and incorporated herein for all purposes as Attachment II. This report will be submitted electronically using forms designated by SA-TPCC to Tobacco Program Staff and the designated representative of the CEW. Non submittal or late submittal of required monthly activity reports are grounds for delaying reimbursement of corresponding invoices or possible rejection of said invoices should the activity reports be submitted more than 30 days following the end of the monthly reporting period.

4.4.3 UTHSCSA understands that due to the requirements of the funding agency, invoices submitted for reimbursement that are received by the City more than 30 calendar days following the end of the monthly reporting period may be rejected by City or the funding agency and not be subject to reimbursement.

4.4.4 UTHSCSA understands that documentation of a minimum 20% in-kind expense over the life of this Agreement is a requirement for payment associated with this Agreement. UTHSCSA further understands that the format for said documentation of in-kind expenses is set at the discretion of Tobacco Program staff. Each invoice submitted must document in-kind that keeps the overall total of the in-kind match to at least 20% of the total amount reimbursed.

4.5 Due to the requirements of the funding agency, an invoice documenting final expenses associated with the Agreement shall be submitted to the City by no later than Tuesday, September 6, 2011. Additional documentation requirements of costs and documented in-kind expenses associated with this Agreement may be amended by tobacco program staff as needed. All services required under this Agreement shall be performed to City's satisfaction, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder shall not be paid until required reports, data, and documentation have been received and approved by the City.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by UTHSCSA pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by UTHSCSA.

5.2 UTHSCSA understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 UTHSCSA and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 UTHSCSA shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, UTHSCSA shall retain the records until the resolution of such litigation or other such questions. UTHSCSA acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require UTHSCSA to return said documents to City prior to or at the conclusion of said retention.

6.3 UTHSCSA shall notify City, immediately, in the event UTHSCSA receives any requests for information from a third party, which pertain to the documentation and records referenced herein. UTHSCSA understands and agrees that City will process and handle all such

requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should UTHSCSA default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. UTHSCSA shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If UTHSCSA fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against UTHSCSA's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, UTHSCSA shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered

by UTHSCSA, or provided to UTHSCSA, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by UTHSCSA in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at UTHSCSA's sole cost and expense. Payment of compensation due or to become due to UTHSCSA is conditioned upon delivery of all such documents, if requested.

7.7 Due to the requirements of the funding agency, by no later than close of business on Friday, September 3, 2010, UTHSCSA shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by UTHSCSA to submit its claims by no later than close of business on Friday, September 3, 2010 shall negate any liability on the part of City and constitute a **Waiver** by UTHSCSA of any and all right or claims to collect moneys that UTHSCSA may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, UTHSCSA shall cease all operations of work being performed by UTHSCSA or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue UTHSCSA for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Director, San Antonio Metropolitan Health District
City of San Antonio
332 W. Commerce, Suite 307
San Antonio, Texas 78205

If intended for UTHSCSA, to:

Jane Youngers
Assistant Vice President for Research and
Sponsored Programs

Amelie G. Ramirez
UTHSCSA, Institute for Health
Promotion Research

University of Texas Health Science Center
at San Antonio
7703 Floyd Curl Drive, MC 7828
San Antonio, TX 78229-3900

8207 Callaghan Road, Suite 353
San Antonio, TX 78230

IX. ACCOUNT OF FUNDS BY UTHSCSA

9.1 UTHSCSA understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this Agreement and further agrees that all checks and withdrawals from such account shall have itemized documentation in support thereof pertaining to the use of funds provided under this Agreement.

9.2 UTHSCSA agrees to maintain records that shall provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this Agreement. UTHSCSA further agrees:

(A) that maintenance of said records shall be in compliance with all terms, provisions and requirements of this Agreement and with all generally accepted accounting principles; and

(B) that UTHSCSA's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

9.3 As set forth in Article VI of this Agreement, UTHSCSA agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter collectively referred to as "records") pertaining to activities pertinent to this Agreement for a minimum of four (4) years from the completion services. City shall have access to the records at all times upon reasonable notice.

9.4 City agrees to provide UTHSCSA written notice regarding any expenditure by UTHSCSA that the City reasonably determines to be outside the permissible parameters of this Agreement. Said notice shall provide UTHSCSA thirty (30) days from receipt of said notice to cure the deficiency or refund to City any sum of money paid by City to UTHSCSA determined to:

(A) have not been spent by UTHSCSA strictly in accordance with the terms of this Agreement; or

(B) not be supported by adequate documentation to fully justify the expenditure.

9.5 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in section 7.4 above as a result of any auditing or monitoring by City, UTHSCSA shall refund such amount to City within thirty (30) business days of City's written request therefore wherein the amount disallowed or disapproved shall be specified. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those

scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

9.6 Upon execution of this Agreement or at any time during the term of this Agreement, the City's Director of Finance, the City Auditor, or a person designated by the Director of the San Antonio Metropolitan Health Department may review and approve all UTHSCSA systems of internal accounting and administrative controls prior to the release of funds hereunder.

9.7 If UTHSCSA expends \$250,000.00 or more of City dollars, then during the term of this Agreement, the UTHSCSA shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of UTHSCSA'S fiscal year or termination of this Agreement, whichever is earlier. UTHSCSA understands and agrees to furnish the San Antonio Metropolitan Health Department with a copy of the audit report within a period not to exceed fifteen (15) days after approval of the report by the UTHSCSA Board of Trustees. If the amount of funds to be paid to UTHSCSA in Article IV of this Agreement is \$250,000.00 or more, then the UTHSCSA further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If the City determines, in its sole discretion, that UTHSCSA is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the UTHSCSA pay for such audit from non-City resources. If UTHSCSA expends less than \$250,000.00 of City dollars, then during the term of this Agreement, the UTHSCSA shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of UTHSCSA'S fiscal year or termination of this Agreement, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by UTHSCSA attesting to the correctness of said financial statement.

X. INSURANCE

10.1 UTHSCSA and City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action in order to meet the statutory obligations of their respective employees.

XI. NO INDEMNIFICATION

11.1 City and the UTHSCSA acknowledge 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 Texas Civil Practice and Remedies Code, §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.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 UTHSCSA shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this

Agreement shall be the employees, student interns or subcontractors of UTHSCSA. UTHSCSA, its employees, student interns or subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that UTHSCSA intends to use the following subcontractors in the performance of this Agreement: none. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director of Health prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of UTHSCSA. City shall in no event be obligated to any third party, including any subcontractor of UTHSCSA, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, UTHSCSA may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, UTHSCSA shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor UTHSCSA, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should UTHSCSA assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of UTHSCSA shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by UTHSCSA shall in no event release UTHSCSA from any obligation under the terms of this Agreement, nor shall it relieve or release UTHSCSA from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 UTHSCSA covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that UTHSCSA shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of respondent superior shall not apply as between City and UTHSCSA, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and UTHSCSA.

The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the UTHSCSA under this Agreement and that the UTHSCSA has no authority to bind the City.

XIV. NONDISCRIMINATION POLICY

14.1 UTHSCSA hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small, women, African American, and minority-owned business enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by the City. UTHSCSA agrees that UTHSCSA will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. UTHSCSA further agrees that UTHSCSA will abide by all applicable terms and provisions of City's Non-Discrimination Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development and the City Clerk's Office.

XV. CONFLICT OF INTEREST

15.1 UTHSCSA acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, UTHSCSA warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. UTHSCSA further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

16.1 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the City and UTHSCSA. The Director may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the Director so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the

amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XVII. SEVERABILITY

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

18.1 UTHSCSA warrants and certifies that UTHSCSA and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

19.1 UTHSCSA shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

20.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not 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 of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall 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 hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL

**OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE
IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

22.1 Each signer of this Agreement, for either City or UTHSCSA, represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of either City or UTHSCSA and to bind either City or UTHSCSA to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

23.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

24.1 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.

XXV. DEBARMENT

25.1 UTHSCSA certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

25.2 UTHSCSA shall provide immediate written notice to City, in accordance with Article VIII. Notice, if, at any time during the term of this contract, including any renewals hereof, UTHSCSA learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XXVI. ELECTRONIC VERSION SAME AS ORIGINAL

26.1 City understands that this document is executed in multiple originals in hardcopy format, which will be placed in the sole possession of City after execution hereof, UTHSCSA will scan the fully-executed hardcopy document as a portable document file (.pdf) for storage in accordance with UTHSCSA' records retention requirements without retaining the hardcopy. City stipulates that the terms of the electronically stored, fully-executed original of this document may be enforced in the same manner as the hardcopy counterparts (to be in City's possession) and that it waives any requirement that any hardcopy counterpart be produced to prove authentication for any purpose.

XXVII. ENTIRE AGREEMENT

27.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and AGREED to this the _____ day of _____, 2010.

CITY OF SAN ANTONIO

**UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN
ANTONIO**

Printed Name: Fernando A. Guerra,
MD, MPH

Title: Director of Health

Date: _____

Printed Name: Jane Youngers

Title: Assistant Vice President
for Research and
Sponsored Programs

Date: _____

ATTEST:

Approved as to Form:

Leticia M. Vacek
City Clerk

Staff Attorney

Approved as to Form:

Michael D. Bernard
City Attorney

ATTACHMENT I

University of Texas Health Science Center at San Antonio and SA-TPCC Collaboration
DRAFT EVALUATION SERVICES WORK PLAN: SEPT 1, 2010 – AUG 31, 2011

Objective 1: Lead the Community Evaluation Work Group for the SA-TPCC.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
1.1	Convene meetings and conference calls with CEW members as needed to conduct and plan community assessment and program evaluation	CEW members participating in meetings and conf. calls	9/1/09-8/31/2010	no new costs, use existing labor [total \$0]
1.2	Delegate tasks to coalition members as needed to complete tasks of CEW	Number of coalition members participating in evaluation tasks	9/1/09-8/31/2010	no new costs, use existing labor [total \$0]
1.3	Report and present CEW activities and findings to coalition members as needed or requested	Evaluation reports (see below)	9/1/09-8/31/2010	no new costs, use existing labor [total \$0]
1.4	Participate in program strategic planning for FY10	Attendance at strategic planning meetings	9/1/09-8/31/2010	Local travel \$1,000
1.5	Attend quarterly TxDSHS statewide evaluation team meetings and periodic conf. calls.	Attendance at four 1-day meetings in Austin, participation in monthly calls	9/1/09-8/31/2010 (schedule TBD by DSHS)	\$1,224
1.6	Attend related TxDSHS training sessions as needed (schedule TBD by TxDSHS)	Training session attendance	9/1/09-8/31/2010	no new costs, use existing labor [total \$0]
1.7	Attend the 2010 Texas Teen Tobacco Summit & Comprehensive Tobacco Prevention Conference	Attendance at 4-day meeting in Woodlands, TX	TBD	Transportation \$125/trip x1 trip x 2 people Per diem \$59/day x 5days x 2 people Lodging \$115/nt x 4nts x 2people = \$1,760
TOTAL COMMUNITY EVALUATION WORK GROUP				\$3,984 (travel)

Objective 2: Conduct FY 2009-2010 outcome evaluation regarding adult and youth tobacco use, and improvement in community capacity tobacco prevention and control in San Antonio.

	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
2.1	Gather and analyze existing San Antonio data regarding tobacco-related morbidity and mortality.	Trends identified for each year and compared between years	9/1/09-5/30/2010	Staff labor: \$33/hr x 120 hrs, SPSS and SAS licenses [total \$3960]
2.2	Gather and analyze existing San Antonio data regarding tobacco-related morbidity and mortality.	Trends identified for each year on each survey and compared between years	9/1/09-5/30/2010	
2.3	Assist in the Youth Tobacco Survey gathering support from all coalition members, and supporting the implementation of school surveys	YTS delivered to and implemented by selected schools	9/1/09-5/31/2010	Staff labor: \$33/hr x 300 hrs [total \$9,900]
2.4	Research area organizations that promote tobacco cessation among youth and adults to maintain updated information about program offerings in San Antonio	Updated brochure and online information about local cessation providers	9/1/09 - 5/30/2010	Staff labor: \$33/hr x 90 hrs \$2,970, Printing of updated brochures: \$500 [total \$3,470]
2.5	Assess medical practices using patient tobacco cessation counseling practices	Report on medical practices using patient tobacco counseling	9/1/09-6/15/2010	Staff labor: \$33/hr x 90 hrs \$2,970 [total \$2,970]
2.6	Research area employers to determine current employee-based cessation program offerings in San Antonio	Report on employers offering patient tobacco counseling	11/15-6/15/2009	Staff labor: \$33/hr x 90 hrs \$2,970 [total \$2,970]
2.7	Compile full report and recommendations for action regarding youth and adult tobacco use and cessation, and community capacity for tobacco control and programming in San Antonio	Completed report	6/15/2015	Printing: \$50, Staff labor: \$33/hr x 160 hrs, [total \$5,330]
2.8	Prepare and deliver presentation of evaluation findings and recommendations to SA-TPCC members at coalition meeting	Presentation delivered at coalition meeting	TBD	Staff labor: \$33/hr x 18 hrs [total \$594]
2.9	Prepare and submit completed reports and recommendations to TxDSHS	Report submitted	due by TBD	Staff labor: \$33/hr x 16 hrs [total \$528]
<i>TOTAL FY 2008-2009 outcome evaluation</i>				\$29,722

Objective 3: Conduct process evaluation of SA-TPCC progress through SPF during FY09-10.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
3.1	Draw process evaluation indicators, and establish priorities, key data sources, and sentinel markers with CEW	Summary of proposed evaluation indicators, sentinel markers and key data sources. Outline of selected indicators and data sources	9/1/09-6/15/2010	Staff labor: \$33/hr x 240 hrs, [total \$7,920]
3.2	Develop process evaluation data collection instruments to periodically track progress in planning and outreach sentinel markers and collect, reproduce and distribute instruments to coalition members, collect information, and analyze and report on process evaluation data	Data collection instruments Process evaluation quarterly progress summaries	9/1/09-6/30/2010	Staff labor: \$33/hr x 720 hrs, Printing and reproduction (no additional cost) [total \$23,760]
3.3	Coordinate CEW in the collection of process evaluation data from the pre-established key data sources	Completed process evaluation database	9/1/09-8/31/2010	Staff labor: \$33/hr x 94 hrs, [total \$3,102]
3.4	Produce quarterly progress reports of sentinel markers	Periodic report of program progress	8/15/2010	Staff labor: \$33/hr x 160 hrs, [total \$5,280]
3.5	Prepare and deliver presentation of process evaluation progress reports to coalition and coordinating group members	Presentation of progress reports at coordinating group and coalition meetings	by 8/15/2010	Staff labor: \$33/hr x 16 hrs [total \$528]
<i>TOTAL PROCESS EVALUATION</i>				<i>\$40,590</i>
Objective 4: Prepare SA-TPCC program evaluation plan for FY09-10.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
4.1	Research and review other evaluation plans for comprehensive tobacco prevention and control program and programs using the SPF model	Proposed evaluation draft outline	9/1/09-6/30/2010	Staff labor: \$33/hr x 40 hrs [total \$1,320]
4.2	Draft program evaluation plan based on proposed intervention plan, priorities determined by the coalition and the evaluation workgroup, and findings and recommendations of community assessment	Detailed draft of evaluation plan and guide for discussion and prioritization by CEW and SA-TPCC	9/1/09-7/15/2010	Staff labor: \$33/hr x 40 hrs [total \$1,320]
4.3	Negotiate evaluation plan with SA-TPCC members	Prioritization and decision making meeting (nominal group technique)	9/1/09-7/31/2010	Staff labor: \$33/hr x 8 hrs [total \$264]

4.4	Prepare final <i>Evaluation Plan</i> document	Completed report	9/1/09-8/15/2010	Staff labor: \$33/hr x 40 hrs [total \$1,320]
4.5	Prepare and deliver presentation of final <i>Evaluation Plan</i> to SA-TPCC members at coalition meeting	Presentation delivered at coalition meeting	8/15/2010	Staff labor: \$33/hr x 5 hrs [total \$165]
4.6	Submit final <i>Evaluation Plan</i> to TxDSHS	Report submitted	due by TBD	production of report copies (included above), use existing labor and software [total \$0]
TOTAL PROGRAM EVALUATION PLAN				\$4,389

DRAFT MEDIA WORK PLAN: SEPT 1, 2010 – AUG 31, 2011

Objective 5: Targeted media plan for FY09-10.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost details
5.1	Distribute targeted print media, activate community networks	Printed materials distributed Number of individual and organizations in the networks	9-1-09-6/30/2010	\$5,940
5.2	Plan, implement and evaluate photovoice youth empowerment project			\$5,640
5.3	Design and deploy an interactive web site for the coalition	Web site designed, and deployed		\$6,216
5.4	Coalition web site hosting and maintenance	Web site in operation and regularly updated		\$5,400
TOTAL TARGETED MEDIA				\$24,356 (Including 5% indirect)

Abbreviations:

- SA-TPCC = San Antonio Tobacco Prevention and Control Coalition
- CEW = Community Evaluation Workgroup
- TxDSHS = Texas Department of State Health Services
- SPF = Strategic Prevention Framework

ATTACHMENT II

FY 2010 UTHSCSA-IHPR/Metro Health Project
Tobacco Prevention and Control Coalition
Key Performance Measures and Goals Form

Section I – Projected Quarterly Timeline of Key Performance Measures

Activity	Sept-Nov	Dec-Feb	Mar-May	June/Aug	IHPR Total	TPCC total
Strategic Prevention Framework (TPCC)						
Proposed net increase of written community agreements					2	20
Number of cessation consultations with Health Care Providers					0	500
Number of Works Site Cessation Services Consultations					0	85
Number of Adults receiving information					2500	5000
Number of Youth receiving information					10	5000
Number of tobacco prevention presentations					0	130
Number of adults attending prevention presentations					0	1000
Number of youth attending prevention presentations					0	1000
Number of Media events					0	160
Number of adults involved in Alternative Activities					0	300
Number of youth involved in Alternative Activities					10	850
Number of environmental regulatory and or legal strategies implemented or changed					0	2
Number of youth receiving education/skills training					10	350

These are the minimum performance measures that the UTHSCSA-IHPR will contribute to the San Antonio Tobacco Prevention and Control Coalition, September 1, 2009 through August 31, 2010.



Signature of UTHSCSA-IHPR Authority

Assistant Professor

Title of Signatory

October 28, 2009

Date

ATTACHMENT III

**University of Texas Health Science Center at San Antonio – DRAFT Budget I
Contract Period: SEPT 1, 2010 – AUG 31, 2011**

Item	Description	Cost x Units	Total
Personnel (included in work plan)			
Statistician	Staff member to analyze data		
Project coordinator and community outreach	Staff member to coordinate field activities, including surveys, focus groups, interviews, etc.		
Investigators	Principal investigator and co-investigators to direct project and generate reports, plans and recommendation		
General Operating Costs (included in work plan)			
Supplies	general office supplies	Included in Work Plan Projects	
Photocopying	photocopying of meeting minutes and planning materials for coalition meetings	Included in Work Plan Projects	
Travel			\$3,984
Intra-city mileage	mileage to meetings, interviews, community activities, and other work plan activities		\$1,000
Evaluation workgroup (state)	\$55/day per diem x 2 people = \$110 + 160 miles R/T x .585/mile = \$94. \$204/trip x 6 trips = \$1,224		\$1,224
2009 Texas Teen Tobacco Summit & Tobacco Prevention and Control Summit	TBD Transportation \$125/trip x1 trip Per diem \$59/day x 5days Lodging \$115/nt x 4nts	\$125 x 2 people \$295 x 2 people \$460 x 2people	\$1,760
Work Plan Projects			\$74,701
Community Evaluation Work Group	Lead CEW and its activities, participate in TxDSHS trainings, participate in SA-TPCC meetings and planning sessions	Travel to Tobacco Eval group meetings, (use existing labor)	(listed in travel section)
Community assessment	Lead community assessment activities (focus groups, interviews, surveys, review existing data), prepare report summaries, present findings, make program recommendations	Labor \$29,172 Printing \$550	\$29,722
Process evaluation	Design process evaluation plan, analyze data, prepare report summaries, present findings, make program recommendations	Labor 1,230 hrs x \$33/hr Printing – no cost	\$40,590
Program evaluation plan	Design program evaluation plan, prepare and present plan	Labor 133 hrs X \$33/hr Printing – no cost	\$4,389
Subtotal			\$78,685
Indirect Costs	(5%)		\$3,924
EVALUATION TOTAL			\$82,609

University of Texas Health Science Center at San Antonio – Draft Budget II (Media)
Contract Period: SEPT 1, 2010 – AUG 31, 2011

Item	Description	Cost x Units	Total
Personnel (Included in Work Plan Projects)			
Project coordinator	staff member to coordinate field activities, including surveys, focus groups, interviews, etc.		
Investigators	principal investigator and co-investigators do direct project and generate reports, plans and recommendation		
General Operating Costs			\$0
supplies	general office supplies	Included in Work Plan Projects	Included in Work Plan Projects
Travel			\$0
intra-city mileage	mileage to meetings, interviews and other work plan activities	Included in Work Plan Projects	Included in Work Plan Projects
Work Plan Projects			\$23,196
Design and deploy an interactive web site for the coalition	Web site designed, and deployed	Labor 52 hrs X \$33/hr \$1,716 Web design consultant \$4,500	\$6,216
Coalition web site hosting and maintenance	Web site in operation and regularly updated	Labor 80 hrs X \$33/hr \$2,640 Materials \$960 Hosting fee \$1,800	\$5,400
Distribution of printed materials	Staff member to coordinate community outreach; active individual and organizations in community networks	Labor 180 hrs X \$33/hr	\$5,940
Plan, implement and evaluate photovoice youth empowerment project		Labor 80 hrs X \$33/hr \$2,640 Materials \$500 Training consultant \$2,500	\$5,640
SUBTOTAL			\$23,196
Indirect Costs			\$1,160
MEDIA TOTAL			\$24,356
CONTRACT TOTAL			\$106,965

**PROFESSIONAL SERVICES AGREEMENT FOR YEAR FOUR OF
THE SAN ANTONIO TOBACCO PREVENTION AND CONTROL COALITION WITH
THE SAN ANTONIO COUNCIL ON ALCOHOL AND DRUG ABUSE.**

STATE OF TEXAS § CITY OF SAN ANTONIO
 §
COUNTY OF BEXAR § PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD), acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on _____, and the San Antonio Council on Alcohol and Drug Abuse by and through its Executive Director, Pam Armstrong (hereafter referred to as "SACADA"), both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"SACADA" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the director of City's San Antonio Metropolitan Health District.

"SA-TPCC" shall be defined as the San Antonio Tobacco Prevention and Control Coalition.

"Tobacco Program staff" shall be defined as those persons hired by SAMHD for the purpose of day-to-day program oversight with funding from the Texas Department of State Health Services (DSHS).

"CEW" shall be defined as the Community Evaluation Workgroup, the team of coalition members and sub-contractors that collect, organize and report data related to the work of the program and coalition.

"DSHS" shall be defined as the Texas Department of State Health Services, the agency that funds, oversees the statewide grant, tobacco prevention and control programming, and evaluation efforts.

"Target Area," shall be defined as Bexar County, or smaller areas to be determined by the SA-TPCC in the future.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

2.3 City will have the option to renew and extend the term of this Agreement once for a term of one year, subject to acceptance by SACADA. The renewal or extension will be evidenced by passage of a subsequent City ordinance.

2.4 SACADA further agrees and understands that the City expects to pay all obligations of this Agreement from cooperative agreement funding. Accordingly, if cooperative agreement 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 SACADA will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

III. SCOPE OF SERVICES

3.1 SACADA agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 All work performed by SACADA hereunder shall be performed to the satisfaction of Director of City's San Antonio Metropolitan Health District. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by SACADA, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should SACADA's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate, subject to Sec. 7.4.

3.3 SACADA shall select specific individuals as primary and secondary representatives to the SA-TPCC. Both representatives may participate in the coalition concurrently, but at least one representative will be present at all coalition meetings and relevant planning sessions. This participation is required for coordination of SA-TPCC activities including but not limited to community assessment, strategic planning, outreach, evaluation planning, and other events. SACADA will supply contact information to SA-TPCC and SAMHD staff regarding both representatives and both representatives will be tasked by SACADA to ensure full representation and participation of SACADA. In the event that there is a change in the individuals assigned by SACADA as representative(s) to the SA-TPCC, SACADA will

notify SA-TPCC and SAMHD staff within 5 business days of the time such change has taken place.

3.4 SACADA shall comply with the guidelines regarding the use of the SAMHD and City names and logos, and will also comply with and identity guidelines determined for the SA-TPCC once developed.

3.5 SACADA will submit detailed monthly activity reports to the SA-TPCC CEW and SAMHD for the purposes of program evaluation and reporting. SACADA will supply the reports in the format requested by the SA-TPCC to the CEW by the 5th day of each month to report performance for the preceding month. In addition, SACADA will provide any other progress reports or summaries requested by the SA-TPCC as needed.

3.6 SACADA representative(s) will attend and participate in any DSHS technical assistance training sessions or statewide coalition meetings as directed by DSHS. Costs to attend these meetings will be identified in the budget in Attachment II which is attached hereto and incorporated herein for all purposes, and compensated according to the terms of this Agreement.

3.7 In addition to the above mentioned items from Section III, SACADA shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City at all times affixed hereto and incorporated herein for all purposes as Attachment I.

IV. COMPENSATION TO SACADA

4.1 In consideration of SACADA's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay SACADA an amount not to exceed sixty nine thousand nine hundred seventy two dollars (\$69,972.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein for all purposes in the budget, which is affixed hereto and incorporated herein for all purposes as Attachment III.

4.2 No additional fees or expenses of SACADA shall be charged by SACADA nor be payable by City. The parties hereby agree that all compensable expenses of SACADA have been provided for in the total payment to SACADA as specified in section 4.1 above. Total payments to SACADA cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to SACADA following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than SACADA, for the payment of any monies or the provision of any goods or services.

4.4 SACADA agrees to submit invoices each month showing monthly itemized costs and documented in-kind expenses to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, shall be made monthly according to standard procedures followed by City, as requested upon receipt of billing invoices from SACADA. Invoices shall be due on a monthly basis eight (8) calendar days after the end of each monthly reporting period.

4.4.1 With every invoice submitted, SACADA shall attach a brief monthly narrative describing in detail the activities being reimbursed in relation to the funding:

- A. The name and location where SACADA's activities take place as a result of City funding,
- B. Activities that SACADA's staff or representatives are performing in those locations,
- C. The names of staff, interns or volunteers directly involved in these activities,
- D. Attach copies of sign in sheets and/or agendas of any and all meetings or presentations associated with this funding,
- E. Attach anything else Contractor or City believes will be helpful in documenting reimbursed activities, such as photographs, brochures, etc.

4.4.2 SACADA understands that it shall submit detailed monthly activity reports of SA-TPCC program measures addressed through its activities by no later than the 5th day of the following month as based upon the minimum requirements agreed upon by the Parties, which is affixed hereto and incorporated herein for all purposes as Attachment II. This report will be submitted electronically using forms designated by SA-TPCC to Tobacco Program Staff and the designated representative of the CEW. Non submittal or late submittal of required monthly activity reports or the supporting documents that go with the report are grounds for delaying reimbursement of corresponding invoices or possible rejection of said invoices should the activity reports be submitted more than 30 days following the end of the monthly reporting period.

4.4.3 SACADA understands that due to the requirements of the funding agency, invoices submitted for reimbursement that are received by the City more than 30 calendar days following the end of the monthly reporting period may be rejected by City or the Funder and not be subject to reimbursement.

4.4.4. SACADA understands that documentation of a minimum 20% in-kind expense over the life of this Agreement is a requirement for payment associated with this Agreement. SACADA further understands that the format for said documentation of in-kind expenses is set at the discretion of Tobacco Program staff. Each invoice submitted must document in-kind that keeps the overall total of the in-kind match to at least 20% of the total amount reimbursed.

4.5 Due to the requirements of the funding agency, an invoice documenting final expenses associated with the Agreement shall be submitted to the City by no later than Friday, September 3, 2010. Additional documentation requirements of costs and documented in-kind expenses associated with this Agreement may be amended by tobacco program staff as needed. All services required under this Agreement shall be performed to City's satisfaction, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder shall not be paid until required reports, data, and documentation have been received and approved by the City.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by SACADA pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by SACADA.

5.2 SACADA understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 SACADA and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 SACADA shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, SACADA shall retain the records until the resolution of such litigation or other such questions. SACADA acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require SACADA to return said documents to City prior to or at the conclusion of said retention.

6.3 SACADA shall notify City, immediately, in the event SACADA receives any requests for information from a third party, which pertain to the documentation and records referenced herein. SACADA understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should SACADA default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. SACADA shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If SACADA fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against SACADA's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, SACADA shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by SACADA, or provided to SACADA, hereunder, regardless of storage medium, if so requested

by City, or shall otherwise be retained by SACADA in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at SACADA's sole cost and expense. Payment of compensation due or to become due to SACADA is conditioned upon delivery of all such documents, if requested.

7.7 Due to the requirements of the funding agency, by no later than close of business on Tuesday, September 6, 2011, SACADA shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by SACADA to submit its claims by no later than close of business on Tuesday, September 6, 2011 shall negate any liability on the part of City and constitute a **Waiver** by SACADA of any and all right or claims to collect moneys that SACADA may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, SACADA shall cease all operations of work being performed by SACADA or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue SACADA for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

AND City of San Antonio
Director, San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

If intended for SACADA, to:

San Antonio Council on Alcohol
and Drug Abuse
Attn: Pam Armstrong
7500 US Hwy 90 West,
AT&T Building 1, Suite 100
San Antonio, TX 78227

San Antonio Council on Alcohol
and Drug Abuse
Attn: Abby Garza
7500 US Hwy 90 West,
AT&T Building 1, Suite 100
San Antonio, TX 78227

IX. [Reserved]

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, SACADA shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Health Department, which shall be clearly labeled "San Antonio Tobacco Prevention and Control Coalition" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Health Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary by changes in statutory law and court decisions. . In no instance will City or SACADA allow modification whereupon City or SACADA may incur increased risk.

10.3 SACADA's financial integrity is of interest to the City; therefore, subject to SACADA's right to maintain reasonable deductibles in such amounts as are approved by the City, SACADA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SACADA's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation ** Employers' Liability **	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Broad Form Commercial General Liability Insurance to include	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000

coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Explosion, collapse, underground	General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
* If Applicable	
** Alternate Plans Must Be Approved by Risk Management	

10.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions in order to show compliance with the above insurance requirements (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). SACADA shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. SACADA shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: San Antonio Metro Health District
 332 West Commerce St, San Antonio, Texas 78205

10.5 SACADA agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

10.6 Within ten (10) calendar days of a suspension, cancellation or non-renewal of coverage, SACADA shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend SACADA's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.7 Nothing herein contained shall be construed as limiting in any way the extent to which SACADA may be held responsible for payments of damages, as determined by a court of competent jurisdiction to persons or property resulting from SACADA's or its subcontractors' performance of the work covered under this Agreement.

10.8 It is agreed that SACADA's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

XI. INDEMNIFICATION

11.1 SACADA covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to SACADA's negligent activities under this AGREEMENT, including any acts or omissions of SACADA, any agent, officer, director, representative, employee, SACADA or subcontractor of SACADA, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law.

11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SACADA shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or SACADA known to SACADA related to or arising out of SACADA's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SACADA's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SACADA of any of its obligations under this paragraph.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 SACADA shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees, student interns or subcontractors of SACADA. SACADA, its employees, student interns or subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon that SACADA intends to use the following subcontractors in the performance of this Agreement: none. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director of Health prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SACADA. City shall in no event be obligated to any third party, including any subcontractor of SACADA, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, SACADA may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, SACADA shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor SACADA, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should SACADA assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of SACADA shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by SACADA shall in no event release SACADA from any obligation under the terms of this Agreement, nor shall it relieve or release SACADA from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 SACADA covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that SACADA shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of respondent superior shall not apply as between City and SACADA, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and SACADA. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the SACADA under this Agreement and that the SACADA has no authority to bind the City.

XIV. NONDISCRIMINATION POLICY

14.1 SACADA hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small, women, African American, and minority-owned business enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by the City. SACADA agrees that SACADA will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. SACADA further agrees that SACADA will abide by all applicable terms and provisions of City's Non-Discrimination Policy and City's Equal Opportunity Affirmative Action Policy, these policies being available in City's Department of Economic Development and the City Clerk's Office.

XV. CONFLICT OF INTEREST

15.1 SACADA acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, SACADA warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. SACADA further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

16.1 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the City and SACADA. The Director may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the Director so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XVII. SEVERABILITY

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

18.1 SACADA warrants and certifies that SACADA and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

19.1 SACADA shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

20.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not 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 of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall 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 hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL

**OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE
IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

22.1 Each signer of this Agreement, for either City or SACADA, represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of either City or SACADA and to bind either City or SACADA to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

23.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

24.1 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.

XXV. DEBARMENT

25.1 SACADA certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

25.2 SACADA shall provide immediate written notice to City, in accordance with Article VIII. Notice, if, at any time during the term of this contract, including any renewals hereof, SACADA learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XXVI. ELECTRONIC VERSION SAME AS ORIGINAL

26.1 City understands that this document is executed in multiple originals in hardcopy format, which will be placed in the sole possession of City after execution hereof, SACADA will scan the fully-executed hardcopy document as a portable document file (.pdf) for storage in accordance with SACADA's records retention requirements without retaining the hardcopy. City stipulates that the terms of the electronically stored, fully-executed original of this document may be enforced in the same manner as the hardcopy counterparts (to be in City's possession) and that it waives any requirement that any hardcopy counterpart be produced to prove authentication for any purpose.

XXVII. ENTIRE AGREEMENT

27.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to this the _____ day of _____, 2009.

CITY OF SAN ANTONIO

**SAN ANTONIO COUNCIL ON
ALCOHOL AND DRUG ABUSE**

Printed Name: Fernando A. Guerra,
MD, MPH

Printed Name: Pam Armstrong

Title: Director of Health

Title: Executive Director

Date: _____

Date: _____

ATTEST:

Leticia M. Vacek
City Clerk

Approved as to Form:

Michael D. Bernard
City Attorney

ATTACHMENT I

**San Antonio Council on Alcohol and Drug Abuse—
DRAFT WORK PLAN: September 1, 2010 – August 31, 2011**

Objective 1: Information Dissemination/Alternative Activities/Education for Youth.				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
1.1	Disseminate tobacco use messages in community venues, events.	Monthly measures reporting the number of youth receiving information (4000)	10-1-10 thru 9-30-10	Staff time
1.2	Order brochures, information with tobacco messages	Number of Brochures ordered and distributed (4000)	10-1-10 thru 9-30-10	Cost of Brochures 1,500 @ \$1 average = \$1,500 (Other)
1.3	Send team of 10 to January Statewide Summit Transportation	10 youth and 2 adults registered and attending	1-15-10 thru 4-1-10	228 miles @ \$.55/mi x 2 vehicles = \$250.00 (Travel) Rental 1 van @ 175 = \$175 (Travel) Gas for van \$100 per van = \$100 (Travel) Per Diem 12 X \$36 = \$432 (Travel)
1.4	Train and work with youth organizations to coordinate activities city wide for 2010 Texas Tobacco Free Kids Day.	Document number of Community organizations involved and # of youth involved in alternative activities (700)	10-1-10 thru 9-30-10	Costs for events, banners, prize winners, facility, refreshments & other costs to hold events = \$5,000 (Other)
	Recruit youth to attend Tobacco Free Kids Day events in Austin in March 2010 , travel and costs to participate in activities – Van rental and Per Diem	Number of kids attending activities (12) youth, (2) adults	11-15-10 thru 3-30-10	Rental 1 van @ 175 = \$175 (Travel) Gas for van \$100 per van = \$100 (Travel) Per Diem 12 kids @ \$18 ea = \$216 (Travel)
	Order and distribute shirts for the following activities: T-shirts for door prizes for presentations—400 T-shirts for Tobacco Kids free day Local—60 T-shirts for Tobacco free kids day Austin—12 T-shirts for Youth Conference Woodlands—28	# of shirts ordered, paid invoices	01-31-10 thru 04-15-10	\$6.00X 500 shirts = \$3,000 (Other)

1.5	Recruit youth to attend 2010 Texas Teen Tobacco Summit @ the Woodlands – Register, sponsor and attend event. Transportation, conference costs for 20 participants and 8 adult sponsors and 1-SACADA staff	Documentation # of individuals registered to attend Tobacco Conference	03-31-10 thru 08-26-10	Transportation Bus Rental for 28 @ \$950 ea X 2 days = \$1,900 (Travel) Registration Fees (youth -20/adults-8) 28 @ \$400 = \$11,200 (Other) 1 staff @ \$275 = \$275 (Other) Hotel 1 staff 3 nights @ \$85 + 12.75 tax= \$294 (Travel) Per Diem One Staff, 4 days @ \$36 = \$144 (Travel) 1 day travel per diem 28 indiv. @ \$36= \$1,008 (Travel) Total per diem \$1,152 Total for trip \$14,821
1.6	Educate youth (850) in community centers and other events who attend presentations Conduct 25-30 tobacco presentations	Document number of youth attending presentations (850) Document number of presentations targeting youth (25-30)	10-1-10 thru 9-30-10	Staff time Promotions balls, pencils, Frizz bees =950 youth @ \$1.00 ea = \$950 (Other)
1.7	Provide skills education classes for youth in community centers Order curriculum and other supplies for classes and facilitators 6 X \$500 each. Posters, markers, and other supplies required for life skills instruction	Document number of youth completing classes (350 youth) Documentation of purchase orders and paid invoices	1-15-10 thru 9-30-10 01-30-10 thru 07-15-10	35 groups with 10 sessions per group @ \$25.00 per session = \$8,750 (Other)
1.8	Train 6-10 facilitators to do skills education	# of trained facilitators (10), sign in sheets	12-10-10 thru 5-1-10	No cost for training – 2 days
Objective 2: Adult Information Dissemination/Alternative Activities				
	Activity/Task	Measure/Outcome	Start & End Dates	Cost Details
2.1	Disseminate Tobacco information to Adults use information in community venues and events	Monthly measures reporting # of adults receiving information (2500)	10-1-10 thru 8-31-10	Staff time
2.2	Order brochures, information with tobacco messages	Document # ordered	10-1-10 thru 9-30-10	Cost of materials 3,975 brochures @ \$0.33/ea = \$1,325 (Other)

2.3	<p>Provide presentations for adults in community venues including seniors, PTA's, colleges, etc.</p> <p>Conduct 20--25 tobacco presentations</p> <p>Promotions items for adult presentations (stress balls or key chains)</p>	<p>Document # of adults attending (540)</p> <p>Document # of presentations conducted</p>	<p>10-1-10 thru 9-30-10</p> <p>10-1-10 thru 9-30-10</p>	<p>Staff time</p> <p>Staff time</p> <p>950 items @ \$1.00 = \$950 (Other)</p>
2.4	<p>Provide alternative activities for adults through community venues, events, Tobacco Free Kids Day and others events</p> <p>Order promotions items for adult alternative activities</p>	<p>#of adults participating in alternative activities (200)</p> <p>Documentation items purchase order and paid invoices</p>	<p>10-1-10 thru 9-30-10</p>	<p>Staff time</p> <p>Promotions items (stress balls, key chains) for adults 200 adults @ \$2.00 = \$750 (Other)</p>
2.6	<p>Local travel to coalition meeting, presentations, alternative activities, and monitoring of life-skills groups</p>	<p>Mileage reports for # of miles @ \$0.55 per mile</p>	<p>10-1-10 thru 9-30-10</p>	<p>300 mi per mo x 10 mos = 3,000 mi @ \$0.55 mi = \$1,650 (Travel)</p>
2.7	<p>Staff time for project leader to provide training, coordination of trips, ordering materials/supplies, ensuring compliance, documenting measures and provide coordination for all program services and measures</p>	<p>Document # of hours, dates on time sheets</p>	<p>10-1-10 thru 9-30-10</p> <p>75 hours a month x \$30 an hour x 8 months</p>	<p>Staff time = \$18,000 (Personnel)</p> <p>Taxes and benefits associated with staff salary = \$2,466.91 (Fringe)</p>

ATTACHMENT II

**San Antonio Council on Alcohol and Drug Abuse–
DRAFT Program Measures: September 1, 2010 – August 31, 2011**

Objective 1: To provide tobacco skills training to 350 students in community centers and schools.										
Activities:	Timeline		Measures							
	Beginning Date	End Date	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total			
1. Establish relationships with community centers and schools to deliver life skills curriculum	1-Sep	1-Mar								
2. Train and provide technical assistance and materials to facilitators for curriculum delivery.	ongoing	ongoing								
3. Provide tobacco education classes for 350 youth.	1-Sep	31-Aug	40	125	150	35	350			
4. To formalize memorandum of agreements with community centers or schools to provide the tobacco education classes	1-Sep	31-May	3	3	3		9			
Objective 2: To provide tobacco presentations for youth and adults throughout the community.										
Activities:	Timeline		Measures							
	Beginning Date	End Date	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total			
1. Provide presentations to community groups	1-Sep	31-Aug	8	15	20	7	50			
2. Number of adults attending prevention education	1-Sep	31-Aug	70	200	200	70	540			
3. Number of youth attending prevention education	1-Sep	31-Aug	75	300	400	75	850			

Objective 3: To disseminate tobacco information for youth and adults throughout the community.										
				Timeline		Measures				
Activities:				Beginning Date	End Date	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
1. Number of youth receiving information through community centers, presentations, health fairs, and other venues				1-Sep	31-Aug	500	1200	2000	300	4000
2. Number of adults receiving information through community centers, presentations, health fairs, and other venues.				1-Sep	31-Aug	200	1050	1050	200	2500
Objective 4: To provide tobacco-free alternative activities for both youth and adults.										
				Timeline		Measures				
Activities:				Beginning Date	End Date	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
1. Provide ongoing alternative activities for youth throughout the community through health fairs, events and other venues. receiving information through community centers, presentations, health fairs, and other venues.				1-Sep	31-Aug	50	200	400	50	700
2. Provide ongoing alternative activities for adults throughout the community through health fairs, events and other venues.				1-Sep	31-Aug	50	50	50	50	200
3. Recruit 10 youth and 2 adults to attend the January State Youth Summit in Spicewood TX. This is a 2 day leadership workshop for youth to come back to their communities to develop tobacco-free activities.				1-Nov	18-Jan					

	4. Recruit 10 youth and 2 adults to participate in Tobacco-free Kids Day in Austin. Youth will advocate with coalition at Capital Events to promote tobacco free support for communities.	1-Nov	25-Mar					
	5. Coordinate tobacco-free activities for a city-wide effort to bring awareness for Tobacco Free Kids Day.	1-Nov	25-Mar					
	5. Recruit 20 youth and 8 adults to attend the July Tobacco Summit Conference in the Woodlands, TX. Conference is 3 days to train youth to be school and community representatives and provide youth leadership to prevent tobacco use among youth.	1-Feb	18-Jul					

ATTACHMENT III

**San Antonio Council on Alcohol and Drug Abuse—
San Antonio Tobacco Prevention and Control Coalition
Grant Period: 09/1/2010 – 08/31/2011**

DRAFT Budget Narrative						
Organization Name: San Antonio Council on Alcohol and Drug Abuse						
Region: 8						
Program Type: Metro Health						
Curriculum (if applicable):						
					9/1/09	8/31/10
Budget Request Period:						
<i>For all cost reimbursement programs submit a separate budget narrative by region, program type and curriculum that describes and justifies the projected costs for each line item budget category. The narrative must include costs budgeted for DSHS - Substance Abuse Services funds only. Please use whole numbers, round up by budget category. The Budget Narrative numbers need to match the Budget Schedules. This is only a template and can be modified to add additional lines as appropriate for each program.</i>						
Personnel					Total	\$18,000.00
	Positions			% of Time	Annual Salary	Total
	Garza, Abigail			17.34%	\$51,912	\$9,000.00
	Functional Title: Education and Training Director					
	This position is responsible for overall administration of SACADA's portion of the project. She will assist with community relations, capacity building, overall compliance, training and supervision of the Metro Project staff. She spends 17.336% of her time (approximately 4 hours per week) implementing this project, supervising staff, and conducting activities to meet the objectives of this project. Activities include staff development, training/technical assistance, coordinating coalition building, designing projects, ensuring data entry, marketing and community relations. She is responsible for quality assurance, accurate billing and tracking policy to ensure compliance.					
	Vacant				\$18,000	\$9,000.00
	Functional Title: Part-Time Prevention Specialist					
	This is a part-time position responsible for conducting all activities that contribute to meeting the objectives of this project. This position is not to exceed 24 hours per week. This person will spend approximately 11 to 12 hrs. per week of their time implementing this project. This includes disseminating information and outreach materials and contacts for Bexar County, doing prevention presentations for adults and youth. She is responsible for maintenance of documents, paperwork and files to meet quality assurance. To assist in all related activities for the project. 50% of the cost for this position will be allocated to this project.					

Fringe Benefits					Total	\$2,466.91
Fringe	Rate	Description of allocation method				
FICA	6.20%	rates as of 04/01/09				
Medicare	1.45%	rates as of 04/01/09				
Workers Compensation	0.01%	rates as of 04/01/09				
Unemployment Compensation	0.80%	rates as of 04/01/09				
Retirement	0.25%	\$600,000 x 5% x 5% match / \$600,000				
Total Percentage	8.71%					
Health Premiums	\$0					
Dental Premiums	\$0					
Travel					Total	\$6,444.00
In-Town					\$6,444.00	
Staff local travel in Bexar County for presentations, meetings, education, coordination for events, training and dissemination of materials.						
Local In State Travel				\$1,650.00		
Mileage: 300 miles @ \$.55/mile x 10 month				\$1,650.00		
Airfare: number of persons @ \$?				\$0.00		
Ground Transportation: number of persons @ \$?				\$0.00		
Lodging: ? days @ \$85 + tax				\$0.00		
Per Diem: ? days @ \$36				\$0.00		
Travel Fees: ? @ \$15.00				\$0.00		
Out of Town (In-State)						
January State Youth Summit (Spicewood, TX) 10 youth and 2 adults				\$957.00		
Mileage: 228 miles @ \$.55 / mi x 2 vehicles				\$250.00		
Airfare: number of persons				\$0.00		
Ground Transportation: number of persons @ \$?				\$275.00		
Lodging: # days @ \$85 + 12.75 tax				\$0.00		
Per Diem: 1 days @ \$36 x 12				\$432.00		
March Tobacco Free Kids Day (Austin, TX) 10 youth and 2 adults				\$491.00		
Mileage: 0 miles @ \$.55 / mi x # vehicles				\$0.00		
Airfare: number of persons				\$0.00		
Ground Transportation: 12 number of persons in 1 van @ \$175.00/van + \$100.00 in fuel costs				\$275.00		
Lodging: # days @ \$85 + 12.75 tax				\$0.00		
Per Diem: 1 days @ \$18 x 12				\$216.00		

	July Tobacco Summit Conference (Woodlands, TX) 20 youth and 8 adults				\$3,345.25		
	Mileage: 180 miles @ \$.55/mile x 0 vehicles				\$0.00		
	Airfare: number of persons				\$0.00		
	Ground Transportation: Bus rental for 28 people to and from event				\$1,900.00		
	Lodging: 3 days @ \$85 + 12.75 tax x 1 recipient - Program Director				\$293.25		
	Per Diem: 4 days @ \$36 x 1 staff attendee				\$144.00		
	Travel Fees: ? @ \$15.00				\$0.00		
	meals for 2 days @ \$36 x 28 attendees				\$1,008.00		
Supplies						Total	\$0.00
	Description of Supplies & Purpose/Justification	Allocation Method			Amount		
Contractual						Total	\$0.00
	Project Title: Evaluator				\$0		
	Name of Contractor:				\$		
	Period of Performance:				-		
	Description of Payment Methodology:						
Other						Total	\$36,700.00
	Description of Other & Purpose/Justification	Allocation Method			Amount		
	Tobacco Summit Conference (Woodlands, TX) 20 youth and 8 adults						
	Registration Fee & Hotel Fee	28 attendees @ \$400.00/ea			\$ 11,200.00		
	Registration Fee for 1 Staff Attendee	1 Staff @ \$275.00/ea			275.00		
	Brochures for Youth Tobacco Prevention	4,500 brochures @ \$0.33/ea			\$ 1,500.00		
	T-Shirts	500 T-Shirts @ \$6.00/ea			3,000.00		
	400 T-shirts for youth attending Life Skills classes						
	12 T-Shirts for 10 youth & 2 adults attending State Summit						
	28 T-Shirts for 20 youth & 8 adults attending Tobacco Conference						
	60 T-Shirts for youth door presses						
	Youth Promotional Materials	950 items @ \$1.00/ea			\$ 950.00		
	Instructor Supplies for Youth receiving Life Skills education	6 instructors @ \$500.00/ea			\$ 3,000.00		
	Group Facilitator Stipends	35 groups with 10 sessions per group @ \$25.00 per session			\$ 8,750.00		

	March Tobacco Free Kids Day Events City Wide Initiative			\$ 5,750.00		
	Estimated costs for events, banners, prize winners, facility, refreshments & other costs to hold events.					
	Brochures for Adult Tobacco Prevention	3,975 brochures @ \$0.33/ea		\$ 1,325.00		
	Adult Promotional Materials for presentations & alternative activities	950 items @ \$1.00/ea		\$ 950.00		
	Equipment				Total	\$0.00
	Description & Specifications of Equipment					
	Date to be placed in Service:					
	Total Unit Cost:					
	Number of Units:					
	Percentage covered by this program: 100%					
	Direct Charges				Total	\$63,610.91
	Indirect Charges:				Total	\$6,361.09
	Administrative salaries, fringe and costs incurred to support the objectives of the grant programs.					
	Total Program Budget					\$69,972.00
	Projected Match:					\$13,994.40
	Loaned Facility space at SACADA to hold community and coalition meetings @ \$50 plus light refreshments \$20 for 10 meetings					
	Use of Community Center space to hold 35 education groups at \$30					
	Volunteer services from SACADA staff to hold alternative activities					
	Administrative time by Executive Director					
	Other Overhead costs allocable to program					