

AN ORDINANCE 2013 - 08 - 29 - 0576

AUTHORIZING A THREE YEAR LICENSE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S USE OF STANFORD SELF-MANAGEMENT PROGRAMS FOR CHRONIC DISEASE MANAGEMENT FOR A FEE OF \$2,500.00.

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WHEREAS, in January 2013, City Council authorized the Metropolitan Health District (Metro Health) to submit proposals to the Texas Health and Human Services Commission (HHSC) for funding under the 1115 Medicaid Transformation Waiver; and

WHEREAS, one of these proposals, which was authorized in May 2013, was to implement the Community Diabetes Project and to expand access to the evidence-based Stanford Chronic Disease Self-Management and Diabetes Self-Management Programs for individuals living with type 2 diabetes and their family/caregivers; and

WHEREAS, the project aims to improve disease management outcomes by expanding the reach of its current chronic disease self-management efforts through increasing the number of locations and courses offered as well as to increase the number of certified lay-leaders and trainers throughout the community, with the goal of improving the physical and emotional health of participants while reducing health care costs in targeted neighborhoods with the highest incidence of chronic disease; and

WHEREAS, Metro Health is requesting City Council authorization for an agreement with the Board of Trustees of the Leland Stanford Junior University (Stanford) for use of Stanford's self-management programs for access to methodologies, strategies, and structure for successful chronic disease management; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee is authorized to execute a three year license agreement with the Board of Trustees of the Leland Stanford Junior University for the San Antonio Metropolitan Health District's use of Stanford Self-Management Programs for chronic disease management for a fee of \$2,500.00. A copy of said agreement in substantially final form which is incorporated herein for all purposes is attached as **Attachment I**.

SECTION 2. Funding in the amount of \$2,500.00 for this ordinance is available in Fund 29658000, Internal Order 836000000010, General Ledger 5203050, as part of the Fiscal Year 2013 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to the Board of Trustees of the Leland Stanford Junior University and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

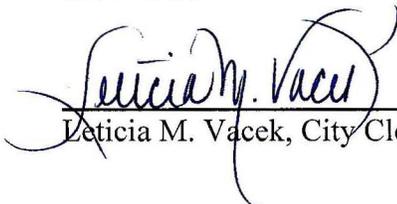
SECTION 5. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 29th day of August, 2013.



M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Agenda Voting Results - 25

Name:	7, 8, 9, 10, 11, 12, 13A, 13B, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16J, 16K, 16L, 16M, 16N, 18, 19, 20, 22, 23, 24, 25, 26						
Date:	08/29/2013						
Time:	09:42:14 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a three year license agreement with the Board of Trustees of the Leland Stanford Junior University for the San Antonio Metropolitan Health District's use of Stanford Self-Management Programs for chronic disease management for a fee of \$2,500.00. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Public Health Director]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**Internal Use License Agreement Between
Licensee and Stanford University
for Stanford Self-Management Programs-Multiple Program for Internal Use License**

This Agreement between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY ("Stanford"), an institution of higher education having powers under the laws of the State of California, and City of San Antonio on behalf of the San Antonio Metropolitan Health District ("Licensee"), an entity having a principal place of business at 332 W. Commerce, Ste 303, San Antonio, Texas 78205, is effective on the 29th day of August, 2013 ("Effective Date").

Background:

Stanford has an assignment of copyrighted content developed in the laboratory of Dr. Kate Lorig encompassing over 20 years of research for the training of program leaders and of trainers in the area of self-management of chronic conditions. Content includes methodologies, strategies, and structure for successful chronic disease management that has been validated and shown efficacy. Stanford wants to have the content reproduced and distributed for public use and benefit.

The Parties agree as follows:

1. Stanford University grants (**Licensee**) permission to use (Please **circle** Programs you would like to license from the list below) under the following terms and conditions:
 - (A) Stanford Docket #S02-117 "Chronic Disease Self-Management Program;"and,
 - (B) Stanford Docket #S05-238 "Tomando Control de Su Salud, Spanish Chronic Disease Self Management Program (Spanish CDSMP);"and,
 - (C) Stanford Docket #S05-286 "Curso de Manejo Personal de la Artritis (Spanish Arthritis Self-Management Programs);"and,
 - (D) Stanford Docket #S05-287 "Positive Self-Management Program" a workshop for people with HIV; and,
 - (E) Stanford Docket #S06-294 "Pain Self-Management Program" developed in conjunction with Dr. Sandra LeForte; and,
 - (F) Stanford Docket #S06-436 "Programa de Manejo Personal de la Diabetes" a Spanish Diabetes Self-Management workshop; and,
 - (G) Stanford Docket #S09-131 "Small Group Diabetes Self-Management Workshop;" and,
 - (H) Stanford Docket #S09-132 "Small Group Arthritis Self-Management Workshop"

2. **Licensee** agrees to use the Program(s) for its internal educational and research purposes. Internal educational purposes are limited to:
 - a. Workshops given by **Licensee's** employees and volunteers within **Licensee's** own organization. Volunteer is defined as an individual who is not compensated by any organization for the time to give, administer or facilitate the Program(s).

- b. Leader's training given by **Licensee's** employees and volunteers. If **Licensee** trains leaders outside of **Licensee's** organization, **Licensee** must contact the Stanford Office of Technology Licensing to obtain a Third Party Training License.
- c. For Master Training information, please go to:
<http://patienteducation.stanford.edu/licensing/>

Licensee may not use the Program(s) except as expressly described in this Agreement.

- 3. The term of this permission will be for three years from the Effective Date of the Agreement.
- 4. **Licensee** agrees to make written reports yearly on the anniversary of the Effective Date of this Agreement to Stanford detailing **Licensee's** dissemination of the Programs. Specifically **Licensee** will report:
 - a. The number of workshops given by Program(s), the dates of the workshops, the number of attendees for each workshop, and identify the leaders of each workshop.
 - b. If **Licensee** has trained any Leaders, **Licensee** will also submit the number of leader trainings they have held by Program(s), the dates of the trainings, the numbers of leaders trained in each workshop, how many of the trained leaders are active (teaching workshops) and the names of organizations represented in the training.
- 5. In consideration of the permission granted above, **Licensee** agrees to pay \$2,500 for up to 165 workshops and 8 trainings during the term of this Agreement. If **Licensee** exceeds this number of workshops or trainings, **Licensee** must contact the Stanford Office of Technology Licensing.
- 6. **Licensee** can only reproduce and distribute the Program for the sole purpose of administering the Program for internal educational purposes. All training materials and manuals that are produced must include the following notice on the inside cover: "©Stanford University 1980 - 2012. All rights reserved. All or portions of this material include copyrighted materials belonging to Stanford University. To obtain a license please contact the Stanford Patient Education Research Center." All Program materials must display the following subtitle "An Evidence-Based Self-Management Stanford Workshop developed at Stanford University." Any other use of the Program(s) in whole or part is prohibited.
- 7. **Licensee** may not create derivatives of the Program(s) without the express written permission of Stanford. **Licensee** may not otherwise commercially exploit the Program(s) or any material derived from or based upon the Program(s).
- 8. **Licensee** agrees to contact Stanford for permission to reproduce or distribute the Program(s) or any material derived or adapted from the Program(s) for any use not specifically granted in this Agreement.
- 9. If **Licensee** wants to collaborate with another organization to offer training, Program materials, or any other use of the Program(s), **Licensee** should contact Stanford to ensure that the intended use is permitted and the organization has been licensed.

10. When working with any other organizations, **Licensee** will use these questions to help determine if the other organizations need a license:
 - a. Was the training for the leaders of this workshop supplied by the **Licensee**?
 - b. Is (are) the T-Trainer, Master Trainer or Leaders Employees or Volunteers of the **Licensee**?
 - c. Is your organization's name and/or logo on all advertising and materials?
 - d. Are the names of all participants sent to your organization?
 - e. Is your organization responsible for quality control and liability for this workshop?

If **Licensee** has answered "No" to any of these questions, the other organization needs to obtain a license to this Program. To obtain a license contact Stanford University, Stanford Patient Education Research Center at 1000 Welch Road, Suite 204, Palo Alto CA 94304, Phone: (650) 723-7935, <http://patienteducation.stanford.edu>.

11. The permission granted in this License Agreement extends only to the current version of the Program(s) available as of the Effective Date of this Agreement and not to any subsequent versions of the Program(s).
12. **Licensee** agrees that any prior License Agreements or Permissions to use, distribute, reproduce and perform any portions of the Program(s) or any previous versions of the Program(s) are hereby terminated and superseded in the entirety by this Agreement. Both parties agree that no further rights or obligations survive from such superseded Agreements or Permissions.
13. Stanford may terminate this Agreement immediately upon written notice to **Licensee** in the event **Licensee** or any **Licensee** personnel uses, discloses or reproduces the Program materials in any manner not permitted by this Agreement. Stanford may also terminate this Agreement if **Licensee** is in breach of any clause or fails to submit reports.
14. **Licensee** will use the Program(s) at its own risk, and Stanford does not represent that the Program(s) is accurate or up-to-date. Stanford will have no liability to **Licensee** or to any third party as a result of its use of the Program, and to the extent allowed under the laws of the State of Texas, **Licensee** will indemnify and hold Stanford harmless from any claims related to **Licensee's** use of the Program(s).
15. **Licensee** agrees that Stanford may publish the name of **Licensee** and state that **Licensee** has a license to Programs on the Stanford website and related materials.
16. The parties agree that if any provision of this Agreement shall for any reason be held to be invalid or unenforceable then the remaining provisions hereof shall not be affected, impaired, or invalidated and shall continue in full force and effect, and the parties shall negotiate in good faith to replace any such provision by provision of substantially equivalent effect but which shall not be invalid or unenforceable.
17. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

18. The terms of this Agreement supersede the terms of any other agreement and represent the complete understanding of both parties.

19. **All Notices.** All notices under this Agreement should reference case number S02-117 and are deemed fully given when written, addressed, and sent as follows:

All general notices to **Licensee** are mailed or emailed to:

Name: Stacy Maines, MPH

Address: 332 W. Commerce, St. 303

San Antonio, Texas 78205

Email: stacy.maines@sanantonio.gov

Procurement address for invoices:

Name: Julie Sandoval

Address: 332 W. Commerce, St. 101

San Antonio, Texas 78205

Email: julie.sandoval@sanantonio.gov

To expedite delivery of invoice, please provide e-mail address for Stanford to send a PDF.

E-mail address for Program Delivery:

Stacy.maines@sanantonio.gov

All annual report invoices to **Licensee** (i.e., contact) are e-mailed to:

Name: Stacy Maines, MPH

Email: stacy.maines@sanantonio.gov

All general notices to Stanford are e-mailed or mailed to:

Office of Technology Licensing

1705 El Camino Real

Palo Alto, CA 94306-1106

info@otlmail.stanford.edu

Case Number S02-117

All payments to Stanford via check are mailed to:

Stanford University
Office of Technology Licensing
Case Number S02-117
Department #44439
P.O. Box 44000
San Francisco, CA 94144-4439

All payments to Stanford via wire transfer or ACH:

Stanford University - OTL
c/o Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Account Number: 4945-159507
Routing Number: 121000248
Swift Number: WFBIUS6S

All progress reports to Stanford are e-mailed or mailed to:

Office of Technology Licensing
1705 El Camino Real
Palo Alto, CA 94306-1106
info@otlmail.stanford.edu
Case Number S02-117

Appendix A modifications are e-mailed or mailed to:

Patient Education Research Center
Stanford University School of Medicine
1000 Welch Road, Suite 204
Palo Alto, CA 94304
self-manage-licensing@stanford.edu

SIGNED:

Licensee

By: _____

Name: Thomas L. Schlenker, MD, MPH
Title: Director of Public Health

Date: _____

**The Board of Trustees of the Leland Stanford
Junior University**

By: Katharine Ku

Name: Katharine Ku
Title: Director, Office of Technology Licensing

Date: Aug 9, 2013