

AN ORDINANCE 2008-05-29-0449

AUTHORIZING THE SUBMISSION OF A GRANT RENEWAL APPLICATION AND ACCEPTANCE OF GRANT FUNDS UPON AWARD IN AN APPROXIMATE AMOUNT OF \$1,463,556.00 FROM THE U.S DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR CONTINUATION OF THE STEPS TO A HEALTHIER SAN ANTONIO PROGRAM FOR THE PERIOD SEPTEMBER 22, 2008 TO SEPTEMBER 21, 2009; AUTHORIZING THE EXECUTION OF ANY NECESSARY DOCUMENTS AND SUBCONTRACTS FOR THE EFFICIENT MAINTENANCE AND DELIVERY OF PROGRAM SERVICES; AND AUTHORIZING THE EXECUTION OF TWO CONTRACT AMENDMENTS FOR SAID PROGRAM FOR FISCAL YEAR 2008 WITH THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND THE TEXAS A & M UNIVERSITY HEALTH SCIENCE CENTER AMENDING THE COMPENSATION AND SCOPE OF SERVICES.

* * * * *

WHEREAS, the Steps to a Healthier US initiative was developed by the U.S. Department of Health and Human Services (DHHS) to provide interventions focused on reducing the public health burden of diabetes, obesity and asthma through three related risk behaviors: physical inactivity, poor nutrition, and tobacco use; and

WHEREAS, in September 2004, San Antonio became one of five cities nationwide to receive funding to create the Steps to a Healthier San Antonio program (Steps-SA); and

WHEREAS, this five-year program targets residents, employers, employees, and schools within the 79-square-mile San Antonio Independent School District (SAISD), which includes 92 schools, 316,000 residents, and 57,000 students; and

WHEREAS, under its FY 2008 grant from the DHHS, the San Antonio Metropolitan Health District (SAMHD) executed agreements with SAISD for \$145,750.00 and with Texas A&M University System Health Science Center (TAMU) for \$105,000.00, for the period September 22, 2007 through September 21, 2008, pursuant to Ordinance 2007-05-10-0521; and

WHEREAS, SAISD staff changes and realignment, as well as institutionalization of Steps-SA-supported policy changes now make it necessary to adjust the scope of services and reduce the total compensation of this agreement, from \$145,750.00 to \$96,325.00; and

WHEREAS, due to realignment of the Steps to a Healthier US initiative, which will require additional evaluation of Steps-SA, TAMU will have more responsibilities for sustainability planning and assistance in strategic planning for the final year of funding for Steps-SA requiring an increase in compensation to TAMU from \$105,000.00 to \$126,500.00, and adjusting the scope of services; and

WHEREAS, program activity for the final year of the award will focus on increasing support and resources for chronic disease prevention programming within the City of San Antonio, as well as encouraging policy changes in the community to support healthy lifestyles; and

WHEREAS, the SAMHD will continue to collaborate with organizations and community leaders to sustain effective, ongoing initiatives in the community beyond the end of funding for Steps-SA, and continue to serve as a facilitator for community-based organizations addressing chronic conditions such as diabetes, cardiovascular disease, asthma, and obesity; and

WHEREAS, year 5 program collaborations will continue to include the American Cancer Society, American Heart Association, American Lung Association, American Diabetes Association, San Antonio-Bexar County Metropolitan Planning Organization, San Antonio Independent School District, South Texas Asthma Coalition, University Health System, Texas Diabetes Institute, YMCA of Greater San Antonio, Alliance for Community Health, San Antonio Department of Parks and Recreation, San Antonio Department of Public Works, and Texas A & M University; **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 submit a grant renewal application and accept grant funds upon award in an approximate amount of \$1,463,556.00 from the U.S. Department of Health and Human Services (DHHS) for continuation of the Steps to a Healthier San Antonio Program (Steps-SA) for the period September 22, 2008 through September 21, 2009. A copy of said application is on file with the San Antonio Metropolitan Health District and is incorporated herein for all purposes.

SECTION 2. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is further authorized to execute any and all necessary documents to effectuate said application and acceptance.

SECTION 3. Should funding be awarded, Fund 26022000 entitled "Dept Of Health & Human Services" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant, and the sum of \$1,463,556.00 from the DHHS will be appropriated in said fund.

SECTION 4. A proposed budget and personnel complement attached hereto and incorporated herein for all purposes as Attachment I is approved. A formal final budget which will include Internal Order numbers and General Ledger numbers will be submitted by the Department upon award. 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 subcontracts budgeted in the approved grant award for the efficient maintenance and delivery of program services.

Contracts will be executed with the proposed program collaborators in order to address the program's objectives as identified in Attachment II which is attached hereto and incorporated herein for all purposes. Professional services agreements with the proposed collaborating organizations will be negotiated and executed using the template attached hereto and incorporated herein for all purposes as Attachment III.

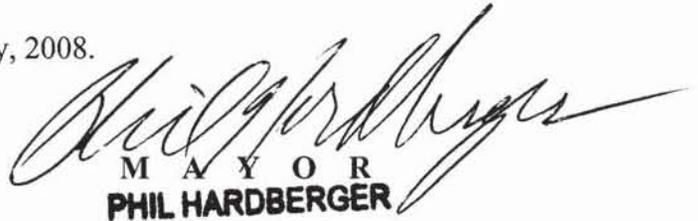
SECTION 6. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is authorized to carry-over funds, when ascertained and approved by the funding agency through a revised notice of award.

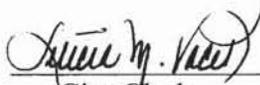
SECTION 7. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is authorized to execute two contract amendments for Steps-SA for fiscal year 2008 with the San Antonio Independent School District and the Texas A & M University Health Science Center amending the compensation and scope of services. A copy of the two contract amendments are attached hereto and incorporated herein for all purposes as Attachment IV and V.

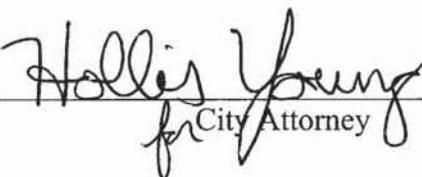
SECTION 8. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 9. This ordinance shall be effective on and after June 8, 2008.

PASSED AND APPROVED this 29th day of May, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Agenda Voting Results - 29

Name:	6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 35, 37A, 37B, 38, 40, 41, 42A, 42B, 42C, 42D, 42E, 42F, 42G, 42H						
Date:	05/29/2008						
Time:	11:07:53 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the submission of a grant renewal application and acceptance of grant funds upon award in an approximate amount of \$1,463,556.00 from the U.S Department of Health and Human Services for continuation of the Steps to a Healthier San Antonio Program for the period September 22, 2008 to September 21, 2009; authorizing the execution of any necessary documents and subcontracts for the efficient maintenance and delivery of program services; and authorizing the execution of two contract amendments for said program for fiscal year 2008 with the San Antonio Independent School District and the Texas A & M University Health Science Center amending the compensation and scope of services. [Frances A. Gonzalez, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

Steps To A Healthier US
PROPOSED BUDGET
 Budget Period : 9/22/2008 to 9/21/2009

ESTIMATED REVENUES	GL	PROPOSED BUDGET
Steps to a HealthierUS	4501100	1,463,556
Total Estimated Revenues		\$ 1,463,556

ESTIMATED APPROPRIATIONS

Steps to a HealthierUS Grant Project
 Fund: 26022000
 Cost Center: 3606620005
 Internal Order: 136000000XXX

Regular Salaries & Wages	5101010	220,224
Language Skill Pay	5101050	0
Retirement Benefits -Soc Sec	5103005	16,847
Life Insurance	5103010	476
Personal Leave Buy Back	5103035	3,000
Flex Benefits Contribution	5104030	42,600
Retirement Benefits -TMRS	5105010	27,616
Transportation Allowance	5103056	2,700
Education - Classes	5201025	7,500
Fees to Professional Contractors	5201040	928,919
Advertising and Publication	5203040	25,000
Binding, Printing & Reproduction	5203060	24,800
Transportation Fees	5203090	4,500
Mail & Parcel Post Service	5205010	900
Rental of Office Equipment	5205020	1,500
Rental of Facilities	5206010	2,500
Travel - Official	5207010	15,701
Office Supplies	5302010	10,000
Computer Software	5304075	2,250
Other Commodities	5304080	103,500
Communications: Telephones	5403010	2,160
Wireless Data Communications	5403510	2,400
IT Assessment Fee	5403543	2,925
Indirect Cost	5406530	15,538
Total		\$ 1,463,556

PERSONNEL COMPLEMENT

Activity: 36-06-62
 Cost Center: 3606620005
 Internal Order: 136000000XXX

		PREVIOUS POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
0206	Health Program Manager	1.0	0.0	1.0
0999	Sr. Management Analyst	1.0	0.0	1.0
0040	Administrative Assistant I	1.0	0.0	1.0
0870	Sr. Management Analyst	1.0	0.0	1.0
0870	Sr. Management Analyst (.50 FTE)	0.5	0.0	0.5
		<u>4.5</u>	<u>0.0</u>	<u>4.5</u>

Steps-SA Community Partners

Steps to a Healthier US is an initiative of the U.S. Department of Health and Human Services that advances the goal of helping Americans live longer, better and healthier lives. The *Steps* program provides funding to more than 40 communities nationwide to support evidence-based community interventions that focus on reducing the burden of obesity, diabetes, and asthma, as well as addressing risk behaviors of physical inactivity, poor nutrition and tobacco use.

To accomplish its goals, the San Antonio Metropolitan Health District's *Steps to a Healthier San Antonio (Steps-SA)* will fund collaborating organizations to assist in addressing these specific program objectives:

- Prevent diabetes among those with pre-diabetes
- Increase identification of those with diabetes
- Reduce complications of diabetes
- Prevent overweight and obesity
- Reduce asthma complications
- Improve nutrition
- Increase physical activity
- Prevent tobacco use and exposure
- Increase tobacco cessation
- Increase use of appropriate health care services
- Improve quality of care
- Increase effective self-management

For 2008-2009, *Steps-SA* will fund agreements with the following community partners:

- American Cancer Society
- American Diabetes Association
- American Heart Association
- American Lung Association of Texas
- Bexar County Metropolitan Planning Organization
- San Antonio Independent School District
- South Texas Asthma Coalition
- Texas A&M University, School of Rural Public Health
- Texas Department of State Health Services, Center for Health Statistics
- University Health System, Texas Diabetes Institute
- YMCA of Greater San Antonio

Program activity for Year 5, the final year of the award, will focus on increasing support and resources for chronic disease prevention programming within the City of San Antonio, as well as encouraging policy changes in the community to support healthy lifestyles. Metro Health will collaborate with partnering organizations and community leaders to sustain effective, ongoing initiatives in the community beyond the end of funding for *Steps-SA*, and continue to serve as a facilitator for community-based organizations addressing chronic conditions such as diabetes, cardio-vascular disease, asthma, and obesity.

**PROFESSIONAL SERVICES AGREEMENT
FOR**

[insert name of project]

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 200_ and _____ by and through its _____ (hereinafter referred to as "Consultant"), 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.

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

"Director" shall mean the acting director of City's _____ Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on _____ and terminate on _____.

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.

III. SCOPE OF SERVICES

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

All work performed by Consultant hereunder shall be performed to the satisfaction of Director of City's _____ Department. 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 Consultant, 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 Consultant'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.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant'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 Consultant an amount not to exceed _____ dollars (\$ _____) as total compensation, to be paid to Consultant as follows:

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant 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 Consultant 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 Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant 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 Consultant.

5.2 Consultant 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 Consultant 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 Consultant 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, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant 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 Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant 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 [*or specify the party with the right to terminate*] upon ____ [*calendar or business*] 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 Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, [*insert events of default below for which Consultant shall have time to correct*] same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant 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 consultant 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 consultant against Consultant'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 Failure to comply with the terms and conditions stated in Article XIV. SBEDA.

7.4.2 Bankruptcy or selling substantially all of company's assets

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

7.4.4 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, Consultant 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 Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant 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 Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant 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 Consultant to submit its claims

within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect moneys that Consultant 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, Consultant shall cease all operations of work being performed by Consultant 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 Consultant for any default hereunder or other action.

VIII. NOTICE

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 of San Antonio
Attn: _____
Name of Department
Address

If intended for Consultant, to:

Name of Consultant
Attn: _____
Address

IX. [Reserved]

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's _____ Department, which shall be clearly labeled "insert name of project/contract" 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 _____ 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 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant'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:

*[Insert Applicable Insurance Provisions after consultation with
Risk Management and your legal counsel.]*

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). Consultant 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. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: _____ Department
P.O. Box 839966

10.5 Consultant 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 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.
- 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, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant'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 If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Consultant'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 Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

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

10.9 It is agreed that Consultant's insurance shall be deemed primary 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.

XI. INDEMNIFICATION

11.1 CONSULTANT 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, 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 CONSULTANT's activities under this AGREEMENT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, 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. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

11.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONSULTANT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONSULTANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers

and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

11.3 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. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT 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 CONSULTANT in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONSULTANT 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 CONSULTANT fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONSULTANT 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 CONSULTANT, 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 CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Consultant 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 or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: _____. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City of San Antonio City Council (hereafter "City Council"), as evidenced by passage of an ordinance, 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 Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, 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, Consultant 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, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, 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 Consultant 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 Consultant 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 Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant 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 consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. 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 Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIV. SBEDA

Consultant hereby acknowledges that it is the policy of the City of San Antonio to assist in increasing the competitiveness and qualifications of small ("SBE"), women ("WBE"), African American ("AABE"), and minority-owned business ("MBE") enterprises in order to afford greater opportunities for obtaining and participating in contracts, related subcontracts, and leases and concessions awarded by the City. This policy and its implementation are known as the Small, Business Economic Development Advocacy Program (hereinafter referred to as "SBEDA Program").

Consultant shall implement the plan (hereafter "SBEDA plan") submitted with its proposal under the SBEDA Program for Small, African American, Minority and Women-owned Business Participation in this Agreement, thereby meeting the percentages for participation of those groups as submitted in its proposal. Consultant's SBEDA plan, as submitted with Consultant's proposal, is attached hereto and incorporated herein by reference as Exhibit _____. Consultant shall be in full compliance with this article by meeting the percentages listed in its proposal no later than 60 days from the date of execution of this Agreement, and shall remain in compliance throughout the term of this Agreement. Consultant further agrees to continue to make every effort to utilize businesses for subcontracting and supplying during the duration of this Agreement, as may be approved pursuant to this Agreement, which will meet the percentages submitted in its proposal.

Consultant shall maintain records showing all contracts, subcontracts, and supplier awards to SBE/MBE/AABE/WBE's. Further, such records shall be open to inspection by City or its authorized agent at all reasonable times. Should City find that Consultant is not in compliance with this article, City shall give notice of non-compliance to Consultant. Consultant shall have 15 calendar days after notice of non-compliance to correct any and all deficiencies in compliance with this article. Failure to comply with this article and/or to correct any deficiencies within the time allotted shall be considered a material breach of this Agreement, for which this Agreement may be terminated in accordance with Article VII. Termination.

In all events, Consultant shall comply with the City's Small Business Economic Development Advocacy Program, contained in San Antonio Ordinance No. 2007-04-12-0396, and the amendments thereto. Said ordinances are incorporated herein for all purposes, as if fully set forth herein.

XV. CONFLICT OF INTEREST

15.1 Consultant 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, Consultant 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. Consultant further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVII. SEVERABILITY

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

Consultant warrants and certifies that Consultant 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

Consultant 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

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

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

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

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. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

XXVI. ENTIRE AGREEMENT

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.

XXVII. PROHIBITED CONTRIBUTIONS

27.1 Consultant acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Consultant understands that if the legal signatory entering the contract has made such a contribution, the city may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

27.2 Consultant acknowledges that the City has identified this contract as high risk.

27.3 Consultant warrants and certifies, and this contract is made in reliance thereon, that the individual signing this contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this contract. Should the signor of this contract violate this provision, the City Council may, in its discretion, declare this contract void.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

CONSULTANT

(Insert name of Consultant)

(Signature)

Printed Name: _____
Title: _____
Date: _____

(Signature)

Printed Name: _____
Title: _____
Date: _____

Approved as to Form:

City Attorney

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT FOR STEPS
TO A HEALTHIER SAN ANTONIO WITH
THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City"), pursuant to Ordinance No. _____ passed and approved on _____, and the San Antonio Independent School District (hereinafter referred to as "SAISD") acting by and through its designated representative.

WHEREAS, the City presently subcontracts with the SAISD for the STEPS-SA Program pursuant to a Professional Services Contract (hereinafter referred to as "the Contract") that was executed on September 22, 2007 pursuant to Ordinance No. 2007-05-10-0521; and

WHEREAS, the SAISD has subsequently requested that their scope of services, compensation and budget in the Contract be revised; and

WHEREAS, it is in the best interest of the City that an amendment of the Contract now be executed which revises the SAISD scope of services, compensation and budget; **NOW THEREFORE:**

City and the SAISD agree to amend the Contract as follows:

1. The document entitled Attachment I attached hereto and incorporated herein for all purposes will hereby supercede the Attachment I contained in the Contract and all references in the Contract to the scope of services, also referred to as Attachment I, will now refer to the attached Attachment I.
2. The document entitled Attachment II attached hereto and incorporated herein for all purposes will hereby supercede the Attachment II contained in the Contract and all references in the Contract to the budget, also referred to as Attachment II, will now refer to the attached Attachment II.
3. Section 4.1 is amended as follows:

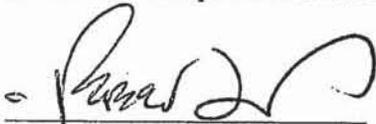
IV. COMPENSATION TO SAISD

4.1 In consideration of SAISD'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 SAISD an amount not to exceed ninety six thousand three hundred twenty five dollars (\$96,325.00) 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.

All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the _____ day of _____, 2008.

SAISD:
San Antonio Independent School District



Robert J. Duron, Ed D
Superintendent of Schools
San Antonio Independent School
District

CITY OF SAN ANTONIO:

Fernando A. Guerra, M.D., M.P.H.
Director of Health

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney

ATTACHMENT I

SCOPE OF SERVICES Steps-SA Year 4 – Revised 12-07

1. Promote residents' utilization of available resources related to the prevention, management and treatment of asthma, obesity and diabetes.
 - 1.1 SAISD will have in place a Program Manager who will be responsible for coordinating the implementation of evidence-based health initiatives and the daily operations and administrative functions of the Steps-SA grant within SAISD.
 - 1.1.1 The Program Manager will establish a schedule and conduct Steps-SAISD Taskforce meetings every other month throughout the school year. Target: 5 meetings
 - 1.1.1.1 SAISD will provide a schedule of meeting dates and location on a quarterly basis.
 - 1.1.1.2 SAISD will provide copies of the agendas and sign-in sheets on a quarterly basis.
 - 1.1.2 The Program Manager will complete Steps evaluations, quarterly reports, attend health fairs, order health educational materials and provide support for Steps-SA projects.
 - 1.1.2.1 SAISD will submit written reports and summary of evaluations on a quarterly basis.
 - 1.2 SAISD will increase collaboration amongst SAISD departments through utilization of existing Steps-SAISD Taskforce and SAISD San Antonio Leadership Institute (SALI) team.
 - 1.2.1 Steps-SAISD Taskforce members will attend monthly Steps-SA meetings as scheduled.
 - 1.2.2 SAISD will form a team of six members to participate in the San Antonio Leadership Institute (SALI).
 - 1.2.2.1 The SAISD team will attend and participate in a winter and summer retreat hosted by the SALI.
 - 1.3 SAISD will educate, inform, market and promote health and wellness programs to employees by delivering key messages and components of "STEP UP SAISD! To a Healthier You" through various methods.
 - 1.3.1 SAISD will coordinate the 2008 Weight Loss and Fitness Challenge for SAISD employees. Target: 500 employee participants
 - 1.3.1.1 SAISD will provide a copy of the 2008 Weight Loss and Fitness guidelines by the end of the first quarter.

- 1.3.1.2 SAISD will provide a copy of the 2008 Weight Loss and Fitness Point Program guidelines by the end of the first quarter.
- 1.3.1.3 SAISD will provide the # of employees who signed up for the program by the end of the second quarter.
- 1.3.1.4 SAISD will track the # of employees who participate in the challenge and the # of employees who complete the challenge.
- 1.3.1.5 SAISD will provide the # of participants who complete the challenge at the end of the third quarter.
- 1.3.1.6 SAISD will provide a summary of the 2008 Weight Loss and Fitness Challenge by the end of the third quarter.
- 1.3.1.7 SAISD will provide an evaluation of the 2008 Weight Loss and Fitness Challenge by the end of the third quarter.
- 1.3.2 SAISD will develop a Health and Wellness Calendar for SAISD employees.
 - 1.3.2.1 SAISD will provide a copy of the Health and Wellness calendar by the end of the first quarter.
 - 1.3.2.2 SAISD will provide the # of calendars distributed by the end of the first quarter.
- 1.3.3 SAISD will utilize existing infrastructure to promote and communicate health and wellness information to SAISD employees and families.
 - 1.3.3.1 SAISD will develop and maintain an SAISD wellness website with current health topics, recipes, exercise tips and links to collaborating agencies.
 - 1.3.3.1.1 SAISD will provide a list of topics and links posted on website on a quarterly basis.
 - 1.3.3.2 SAISD will submit articles to SAISD newsletters on current health topics, recipes and exercise tips.
 - 1.3.3.2.1 SAISD will provide copies of SAISD newsletters and the number distributed on a quarterly basis.
- 1.3.4 SAISD will identify a benefit coordinator at each campus and building site by the end of the 2nd quarter. Target: 100 Benefit Coordinators
 - 1.3.4.1 SAISD will train the benefit coordinators to utilize strategies to effectively market and promote health and wellness by end of second quarter.

- 1.3.4.1.1 SAISD will provide copies of agenda and sign-in sheets for training by end of second quarter.
- 1.3.4.1.2 SAISD will provide number and % of campuses/building sites with benefit coordinators, # and % of benefit coordinators trained, and # and % of campuses/building sites with trained benefit coordinators.
- 1.3.5 SAISD will replenish existing toolkits quarterly with updated educational materials promoting health and wellness.
 - 1.3.5.1 SAISD will provide a list of health and wellness materials distributed via the tool kits at the end of each quarter.
- 1.3.6 SAISD will distribute and display banners that illustrate a key message by the end of the second quarter. Target: 100 campus/building sites
 - 1.3.6.1 SAISD will provide number of banners distributed and photos of banners displayed by the end of the second quarter.
- 1.3.7 SAISD will customize Bathroom Banter message sent by Steps-SA Worksite Liaison, distribute to Wellness Leaders for display. Target: 65 campus/building sites.
 - 1.3.7.1 SAISD will provide copies of Bathroom Banter messages, number distributed, number and percentage of worksites receiving bathroom banter messages and photos of the displayed Bathroom Banter messages on a quarterly basis.
 - 1.3.7.2 SAISD will provide number of campuses displaying messages, number of messages displayed on campuses and photos of the displayed Bathroom Banter messages on a quarterly basis.
- 1.4 SAISD will continue to implement a Comprehensive Wellness Program as part of the employee benefit package.
 - 1.4.1 SAISD will provide health fairs that target their employees. Target: 4 health fairs; 1200 attendees each
 - 1.4.1.1 SAISD will provide the number of health fairs conducted and the number of employees attending on a quarterly basis.

- 1.4.1.2 SAISD will provide number of organizations/collaborators participating, names of organizations/collaborators participating and number of Steps partners participating.
- 1.4.2 SAISD will continue to implement the Steps to a Healthier Life Program. Target: 500 employees
 - 1.4.2.1 SAISD will provide the number and percentage of employees completing the online health risk assessment and the number and percentage of employees completing one or more online interactive Healthy Living Programs.
- 1.5 SAISD will collaborate with Steps-SA collaborating agencies to incorporate existing Employee Wellness programs within SAISD.
 - 1.5.1 SAISD will collaborate with the American Cancer Society to implement programs such as Meeting Well and Quit Line to SAISD employees.
 - 1.5.2 SAISD will collaborate with the Texas Diabetes Institute to implement programs such as Salsa Caliente, Skills to Manage and Care for Diabetes, Smoking Cessation Classes and Cooking Demonstrations to SAISD employees.
- 1.6 SAISD will provide the Early Childhood Obesity Prevention Program to (3 or 4 year old) students and their families. Target: 150 students at 3 campuses
 - 1.6.1 SAISD will identify campuses to participate in program by end of first quarter.
 - 1.6.1.1 SAISD will provide the names of campuses participating in the program by the end of the first quarter.
 - 1.6.1.2 SAISD will provide the number of students and families/campus participating in the program at the end of the 2nd and 3rd quarters.
 - 1.6.2 SAISD will develop and/or provide educational materials, pre- and post-surveys, and utilize the Bienestar Early Childhood Manual, The Adventures of the Healthy Little Heroes and Friends, during the program sessions.
 - 1.6.2.1 SAISD will provide copies of educational materials copies of surveys, and copy of manual by end of first quarter.
 - 1.6.3 SAISD will deliver lessons, provide educational materials and conduct pre and post-surveys with those students participating in the program.
 - 1.6.3.1 SAISD will provide schedule of sessions to include location, number of children and number of families participating, and summary of survey results at the end of the second and third quarters.

- 1.7 SAISD will continue to provide instruction on Strive for 5 to campuses with Strive for 5 signage. Target: 50 students.
 - 1.7.1 SAISD will identify campus(es) to receive Strive for 5 instruction by the end of the first quarter.
 - 1.7.2 SAISD will conduct Strive for 5 student instructional sessions.
 - 1.7.2.1 SAISD will provide the number of sessions/campus and the number of students participating on a quarterly basis.
 - 1.7.3 SAISD will develop and/or provide student materials to those participating in sessions.
 - 1.7.3.1 SAISD will provide a sample packet of materials by the end of the second quarter.
- 1.8 SAISD will collaborate with ALAT to provide Open Airway for Schools Training and implement program. Target: 60 elementary schools/academies.
 - 1.8.1 SAISD will coordinate training of school nurses with ALAT.
 - 1.8.1.1 SAISD will provide training date, agenda, and sign-in sheets by the end of the first quarter.
 - 1.8.1.2 SAISD will provide the number of nurses trained and names of campuses.
 - 1.8.2 SAISD will identify students to receive curriculum.
Target: 240 students
 - 1.8.2.1 SAISD will provide number of students identified on a quarterly basis.
 - 1.8.3 SAISD school nurses will implement OAS at their campus.
 - 1.8.3.1 SAISD will provide the number of students who received the OAS curriculum, percentage of identified students participating, the number of school nurses who implemented including the names of campuses, and the percentage of schools implementing the program on a quarterly basis.
 - 1.8.3.2 SAISD will provide the number of school nurses who did not implement the program and the reason by the end of the third quarter.
- 1.9 SAISD will continue to utilize the Asthma Action Plan on all campuses.
 - 1.9.1 SAISD will identify the number of students in need of an Asthma Action Plan.

- 1.9.1.1 SAISD will provide the number of students identified on a quarterly basis.
- 1.9.2 SAISD will distribute the Asthma Action Plan to students for completion.
 - 1.9.2.1 SAISD will provide the number of Asthma Action Plans distributed by the end of the first quarter.
- 1.9.3 SAISD will track the number of completed Asthma Action Plans returned.
 - 1.9.3.1 SAISD will provide the number of completed Asthma Action Plans returned on a quarterly basis.
- 1.10 SAISD will include parents in specific programs and events/activities through participation in the Annual Parent Summit. Target 500 parents
 - 1.10.1 SAISD will discuss with the Home/Support Liaison Coordinator the date, schedule and location of the Parent Summit.
 - 1.10.1.1 SAISD will provide date and location of the event by the end of the first quarter.
 - 1.10.2 SAISD will coordinate activities/presentations with collaborating agencies, develop a schedule, agenda, evaluation tool and parent packet for summit.
 - 1.10.2.1 SAISD will provide list of activities, copy of schedule, copy of agenda, copy of evaluation tool and sample of parent packet by the end of the second quarter.
 - 1.10.3 SAISD will conduct Parent Summit to include completion of evaluation tool by parent.
 - 1.10.3.1 SAISD will provide the number of parents invited, number of parents in attendance and copy of sign-in sheets by the end of the second quarter.
 - 1.10.3.2 SAISD will provide the number of evaluation tools completed and a summary of results by the end of the second quarter.
 - 1.10.4 SAISD Student Health Services will provide health screenings and educational materials at the Parent Summit.
 - 1.10.4.1 SAISD will provide educational materials and the number of educational materials distributed during the Parent Summit by the end of the second quarter.
 - 1.10.4.2 SAISD will provide a sample of the workshop packet by the end of the second quarter.

- 1.10.4.3 SAISD will indicate the type of screenings provided, provide the number of individuals screened, percentage of summit participants screened and what was identified during the screenings.
- 1.10.5 SAISD Food and Child Nutrition Services will provide educational materials and presentation at the Parent Summit.
 - 1.10.5.1 SAISD will provide a sample of the workshop packet by the end of the second quarter.
- 1.11 SAISD will include parents in specific programs and events/activities through infrastructures such as the President's PTA Council. Target: 2 workshops
 - 1.11.1 SAISD will coordinate activities through the President's PTA Council to include date and location of workshops.
 - 1.11.1.1 SAISD will provide activity, date and location of workshop by end of first quarter.
 - 1.11.2 SAISD will develop agenda, evaluation tool and workshop packet for activity.
 - 1.11.2.1 SAISD will provide copies of the agenda, evaluation tool and workshop packet by the end of the first quarter.
 - 1.11.3 SAISD will conduct the workshop to include completion of the evaluation tool by participants.
 - 1.11.3.1 SAISD will provide the number of attendees and copy of the sign-in sheet by the end of the first quarter.
 - 1.11.3.2 SAISD will provide the number of evaluations completed and summary of results by the end of the first and third quarters.
 - 1.2.5.1 SAISD will provide a listing of materials included in the educational packet by the end of the second quarter.

SAISD-Steps to a Healthier San Antonio Collaboration Budget – Revised 12/07

	STEPS Grant Funds	Justification
Contracted Personnel	\$3,825.00	Steps SAISD contracted Wellness Consultant
General Operating	\$11,500.00	Printing materials and cost for general operating of office supplies etc.
Travel	\$2,000.00	SAISD participation in STEPS National Conference.
Other	\$79,000.00	Educational and promotional items for employees, parent and student groups.
TOTAL	\$ 96,325.00	

In accordance with STEPS grant requirements, SAISD will provide a minimum of 25% in **in-kind contributions**:

- Time and effort of professional staff involved with grant-related objectives (many existing department initiatives are already integrating grant objectives through physical fitness and wellness employee and student activities):
 - Director of Health Services
 - School Nurses
 - Director of Employee Benefits and Risk Management
 - Senior Coordinator of Health and Physical Education
 - Executive Director of Food Services
 - Assistant Superintendent of Student Management Services
 - Other District personnel
- Travel of professional staff listed above to STEPS grant activities (mileage is already included in compensation):
 - Meetings
 - Health fairs
 - Professional learning
- Facilities usage:
 - After School Programs with YMCA at Baskin, Carroll, Foster, Franklin, Graebner, and Hawthorne
 - STEPS monthly partner meetings
 - Physical fitness and wellness promotion activities

AMENDMENT #1 TO THE INTERLOCAL SERVICES AGREEMENT FOR STEPS TO A HEALTHIER SAN ANTONIO PROGRAM WITH THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER - SCHOOL OF RURAL PUBLIC HEALTH

This amendment is entered into by and between the **City of San Antonio, a Texas Municipal Corporation**, (hereinafter referred to as "City"), pursuant to Ordinance No. _____ passed and approved on _____, and **The Texas A&M University System Health Science Center - School of Rural Public Health** (hereinafter referred to as "SRPH"), an agency of the State of Texas, acting by and through its designated representative.

WHEREAS, the City presently subcontracts with the SRPH for the Steps to a Healthier San Antonio Program (Steps-SA) pursuant to a Interlocal Services Agreement (hereinafter referred to as "the Agreement") that was executed on September 22, 2007 pursuant to Ordinance No. 2007-05-10-0521; and

WHEREAS, the City, through the San Antonio Metropolitan Health District (SAMHD) on behalf of Steps-SA has subsequently requested that the SRPH scope of services and compensation in the Agreement be revised; and

WHEREAS, it is in the best interest of the City that an amendment of the Agreement now be executed which revises the SRPH scope of services and compensation; **NOW THEREFORE:**

City and the SRPH agree to amend the Agreement as follows:

1. The document entitled Attachment I attached hereto and incorporated herein for all purposes will hereby supercede the Attachment I contained in the Agreement and all references in the Agreement to the scope of services, also referred to as Attachment I, will now refer to the attached Attachment I.
2. Section V is amended as follows:

ARTICLE V: CONSIDERATION AND PAYMENT

5.01 City agrees to pay SRPH an amount not to exceed one hundred twenty six thousand five hundred dollars (\$126,500.00) which is budgeted for such payment, and incorporated herein as part of this agreement as total compensation for SRPH's services over the term of this agreement.

5.02 City shall pay for services in four parts based upon the Phase III timeline contained in Attachment I of this Agreement: twenty five thousand dollars (\$25,000.00) upon completion and delivery of "Part 3", twenty seven thousand five hundred dollars (\$27,500.00) upon completion and delivery of "Part 5", thirty seven thousand dollars (\$37,000.00) upon completion and delivery of "Part 11", and thirty seven thousand dollars (\$37,000.00) upon completion and delivery of "Part 14" at the time when the Agreement ends and all deliverables are provided to the City.

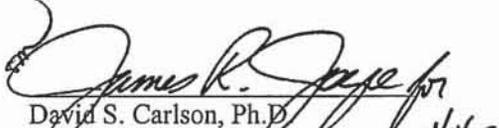
(Signature Page Following)

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the _____ day of _____, 2008.

**THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
SCHOOL OF RURAL PUBLIC HEALTH**

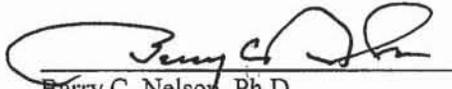
CITY OF SAN ANTONIO:


David S. Carlson, Ph.D.
Vice President for Research
And Graduate Studies

Fernando A. Guerra, M.D., M.P.H.
Director of Health
San Antonio Metropolitan Health District

AND

ATTEST:


Barry C. Nelson, Ph.D.
Vice President for Finance and
Administration

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney

ATTACHMENT I

EVALUATION OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S
STEPS TO A HEALTHIER U.S. COOPERATIVE AGREEMENT PROGRAM

SCOPE OF SERVICES AND TIMELINE, PHASE III, REVISED

Phase III Scope of Work, Revised

Team Lead: Monica Wendel

Based upon the agreed upon work plan and timeline, the Center for Community Health Development (CCHD) will provide consultation and technical assistance for the following tasks:

- 1) Assist in development of a database appropriate for the data to be collected across the breadth of Steps to a Healthier San Antonio activities.
- 2) Develop and provide training for partner organizations on use of the database.
- 3) Monitor data collection based upon specified evaluation plan (quarterly).
- 4) Develop report on 3 years of BRFSS data, which will be provided to CCHD by Steps to a Healthier San Antonio staff. (2005-2006 BRFSS data available now, 2007 available Sept.)
- 5) Adapt and implement measures to evaluation changes in community capacity.
- 6) Develop reports on data input into the information system.
- 7) *Assist in development of the Steps to a Healthier San Antonio project year 5 strategic plan.
- 8) *Assist in the development of the project year 5 evaluation plan and measures.
- 9) *Revise the evaluation database to reflect changes in the work plan and evaluation plan for project year 5.
- 10) *Conduct a half-day workshop with project staff and partners on the topic of sustainability.

Budget: \$126,500

Development of Database for Management of Evaluation Data

To compile and aggregate similar data on indicators common to various organizations and activities, CCHD has developed some standard instruments through which this data can be captured. CCHD will develop an appropriate database that organizations partnering with Steps to a Healthier San Antonio can utilize to input their evaluation data. This database will be provided as a Microsoft Access file on CD to each partner.

Develop and Provide Training on Use of Database

To facilitate use of the database, CCHD staff will develop materials and a presentation and train at least two individuals from each organization working on Steps to Healthier San Antonio activities, as well as the staff. This training will be provided by October 15, 2007.

Monitor Data Collection

Data collection will be monitored quarterly, in accordance with the written evaluation plan.

Report on BRFSS Data

Upon provision of data from the Steps to a Healthier San Antonio staff, CCHD will develop a written report based upon three years of BRFSS data from the project service area.

Adapt and Implement Measures of Community Capacity

CCHD staff will work with Steps to a Healthier San Antonio staff to adapt and tailor two surveys to the needs of the project. The inter-organizational network survey and the key leader survey will be revised, recipients identified, and launched by November 1, 2007.

Develop Reports on Evaluation Data Collected in Year 4

Based upon the two community surveys and the evaluation data collected by each Steps to a Healthier San Antonio partner, CCHD will develop preliminary written reports on the data collected during the first three quarters of the project year. These reports will be delivered by September 21, 2008.

**Assist in Development of Year 5 Workplan*

CCHD staff will work with Steps to a Healthier San Antonio staff to develop a strategic plan, including objectives and activities, for project year 5.

**Assist in Development of Year 5 Evaluation Plan*

Based upon the year 5 strategic plan, CCHD staff will develop an evaluation plan, including measures, metrics, and an analysis plan.

**Revise Evaluation Database*

Based upon changes in the year 5 evaluation plan, CCHD staff will make necessary revisions to the Access database currently in use for tracking project indicators.

**Conduct Sustainability Workshop*

CCHD staff will work with Steps to a Healthier San Antonio staff to develop focus areas for sustainability. CCHD staff will then conduct a sustainability workshop for project staff and organizational partners to begin the process of sustainability planning past the end of project funding.

* Indicates items added in scope revision

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PHASE III TIMELINE

	Due Date	Timeline Task
Part 1.	09/22/2007	Phase III Begins
Part 2.	09/28/2007	Database training for staff and partners complete
Part 3.	10/15/2007	Outline of BRFSS Report agreed upon by Steps to a Healthier San Antonio staff
Part 4.	01/15/2008	Data collection related to evaluation plan monitored for quality
Part 5.	03/15/2008	Begin data collection for community capacity measures (network survey and key leader survey)
Part 6.	03/07/2008	Preliminary BRFSS Report delivered to Steps to a Healthier San Antonio staff
Part 7.	03/31/2008	Final BRFSS Report delivered to Steps to a Healthier San Antonio staff
Part 8.	04/15/2008	Data collection related to evaluation plan monitored for quality
Part 9.	05/01/2008	Strategic plan for project year 5 finalized
Part 10.	06/15/2008	Sustainability workshop complete
Part 11.	07/01/2008	Evaluation plan for project year 5 finalized
Part 12.	07/15/2008	Data collection related to evaluation plan monitored for quality
Part 13.	07/31/2008	Database revised to reflect changes in evaluation plan
Part 14.	09/21/2008	Preliminary reports delivered to Steps to a Healthier San Antonio staff based upon data collected through July 15, 2007