

AN ORDINANCE 2011-08-04-0615

AUTHORIZING AGREEMENTS WITH THE UNIVERSITY OF TEXAS AT SAN ANTONIO FOR PHYSICAL ACTIVITY AND FOOD SHED ASSESSMENTS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT – COMMUNITIES PUTTING PREVENTION TO WORK PROGRAM IN A CUMULATIVE AMOUNT OF \$100,000.00 FOR TERMS BEGINNING ON AUGUST 4, 2011 AND ENDING ON MARCH 18, 2012.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District received \$15.6 million dollars from the Centers for Disease Control and Prevention (CDC) to fund the Communities Putting Prevention to Work (CPPW) grant via the American Recovery and Reinvestment Act (ARRA) in March 2009; and

WHEREAS, this project aims to reduce and prevent obesity in children and adults by promoting policy, system, and environmental changes across Bexar County; and

WHEREAS, the proposed agreements with the University of Texas at San Antonio for food shed and physical activity resource assessments will be conducted for the San Antonio-Bexar County area to: (1) identify populations impacted by food insecurity, degrees of food insecurity, and will identify resources already in place in San Antonio that could be used to help alleviate food insecurity and address the population's access to these resources, and (2) will identify and describe local physical activity and resources available to the community and improve access to those resources through existing CPPW communication channels; **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 Agreements with the University of Texas at San Antonio for physical activity and food shed assessments, funded by the American Recovery and Reinvestment Act – Communities Putting Prevention to Work program for terms beginning on August 4, 2011 and ending on March 18, 2012. Copies of the respective agreements in substantially final form are attached hereto as **Attachments I and II.**

SECTION 2. Fund 2302236001 entitled "ARRA CPPW" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of these contracts.

SECTION 3. The sum of \$100,000.00 is hereby appropriated in the above designated fund and will be disbursed as follows:

Amount	Internal Order	Fund No.	GL No.	GL Name
\$50,000.00	136000000465	2302236001	5201040	Fees to Professional Contractors
\$50,000.00	136000000465	2302236001	5201040	Fees to Professional Contractors
\$100,000.00	Total Amount			

Payment is authorized to the University of Texas at San Antonio (UTSA) upon issuance of a Purchase Order.

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

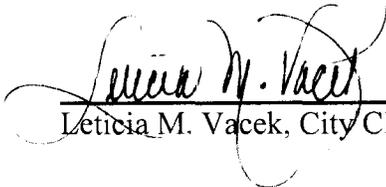
SECTION 5. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 4th day of August 2011.



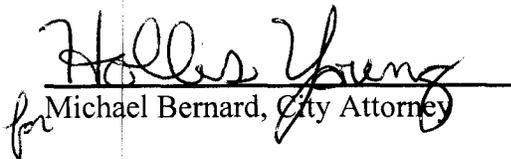
M A Y O R
Julián Castro

ATTEST:

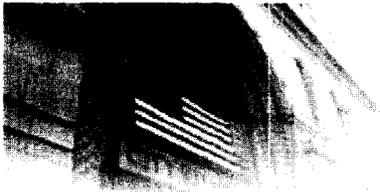


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 23

Name:	4, 6, 7, 9, 11, 12, 13, 14, 15, 16, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 18H, 18I, 18J, 18K, 20, 23, 24, 25, 26						
Date:	08/04/2011						
Time:	11:24:23 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing two agreements with the University of Texas at San Antonio (UTSA) for food shed and physical activity resource assessments funded by the American Reinvestment and Recovery Act – Communities Putting Prevention to Work (CPPW) program in a total cumulative amount of \$100,000.00. [Sharon De La Garza , Assistant City Manager; Dr. Thomas L. Schlenker, Director, Health]						
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				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9	x					
Carlton Soules	District 10		x				

III.
SCOPE OF SERVICES

3.1 CONTRACTOR agrees to provide the services described in this Article III (Scope of Services), in exchange for the compensation described in Article IV (Compensation).

3.2 The CONTRACTOR has previously provided an assessment and resource inventory of physical activity and inactivity in the San Antonio community from a systems, policy, and environmental perspective ("Community Assessment"). CONTRACTOR will utilize information gathered in its Community Assessment to increase access to physical activity and resources through the assessment and dissemination of physical activity resources locations to the residents of San Antonio via the Project web portal and other venues.

3.3 CONTRACTOR shall provide the following services and deliverables:

3.3.1 Inventory the "Fitness in the Parks" program in an interactive Geographic Information System (GIS) database by program/location/date and link the data to the park site via GIS mapping;

3.3.2 Map other ongoing physical activity programs and initiatives conducted by CPPW and partners utilizing GIS technology and integrate this data into the Project web portal in collaboration with web portal staff;

3.3.3 Conduct a minimum of six (6) focus groups of residents within neighborhoods determined by SAMHD and the CONTRACTOR ("Selected Neighborhoods") to discuss community assets and priorities for changes in terms of access to physical activity across activity dimensions and within an ecological framework, and provide a summary report of focus group findings to SAMHD;

3.3.4 Add a GIS data warehouse that links health outcomes, socio-demographic information, built environment, physical activity resources, and health related services to the neighborhood levels to the existing Project web portal, directly or by links;

3.3.5 Produce web pages representing the Selected Neighborhoods, utilizing selected zip code areas or existing neighborhoods as the unit of measurement, with street-views and animations, as well as the following functionalities and features:

3.3.5.1 GIS views with associated census data, (e.g., population density, median household income, age, race, etc.) at the zip code level for each Selected Neighborhood;

3.3.5.2 GIS search functions allowing public users to view information on parks and recreation by entering any street address in the search box;

- 3.3.5.3 Popup windows which include detailed information on parks or recreation, including but not limited to: geographic address and details of recreation facilities which include park amenities, numbers of sports fields, sport courts, trails, etc.;
- 3.3.5.4 Geospatial buffering tools allowing users to select a radius (i.e., 0.5 miles, 1 miles, 2 miles, 5 miles, etc.) for the map to display all available parks, recreation centers, and other services, as determined by SAMHD in consultation with CONTRACTOR, within the selected radius;
- 3.3.6 CONTRACTOR will incorporate San Antonio "food deserts" or nutrition environment related GIS data, as provided by food-shed assessment contractors, into the online GIS data warehouse referenced above, in consultation with SAMHD staff and designated food-shed assessment personnel;
- 3.3.7 Participation in presentations to community and other special interest groups, as well as media interviews at the direction and request of SAMHD or the Centers for Disease Control and Prevention (CDC) to share grant processes and deliverables to public health and related entities locally and nationally;
- 3.3.8 Participation in processes for the community to develop criteria for identifying key health improvement issues;
- 3.3.9 Conduct data gathering, data interpretation, results interpretation, results summary, results presentations and outlining an action plan for SAMHD staff;
- 3.3.10 Provide weekly updates and communication with SAMHD staff as required;
- 3.3.11 Utilize various data sources, interview sources, and introductions to key community sources from which data can be abstracted, as provided by SAMHD.
- 3.3.12 Provide a final comprehensive report of work completed under this contract including summaries of data collected and analyzed, information posted to the web portal and indicators of information accessed from those pages, and recommendations for improving access to physical activity resources in San Antonio to be utilized by SAMHD and the CPPW Active Living Council.

3.4 All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR

4.1 In consideration of CONTRACTOR'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 CONTRACTOR an amount not to exceed FIFTY THOUSAND AND NO/100THS (\$50,000.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein in the budget which is attached hereto as Attachment I.

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

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

4.4 The CONTRACTOR agrees to submit statements showing monthly itemized costs to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, will be made monthly according to standard procedures followed by City, as requested upon receipt of billing from the CONTRACTOR. Invoices will be due three (3) days after the end of the monthly report period. The CONTRACTOR will submit to the City a monthly billing invoice to request payment of expenses incurred on or before the 3rd day of each month. An invoice documenting final expenses associated with the Agreement will be submitted to the City forty-five (45) days following March 18, 2012.

4.5 CONTRACTOR agrees to provide any and all documentation required for inclusion in any report concerning the ARRA-CPPW grant. All services required under this Agreement will be performed to City's satisfaction, and City will not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the City.

V.
OWNERSHIP OF DOCUMENTS

5.1 City reserves the non-exclusive right, including each and every copyright, to use and reproduce all reports, data and materials delivered pursuant to this Agreement (the Project) and reserves the right to authorize others to use or reproduce such materials. City understands that under Texas law, copyright ownership in any works authored by CONTRACTOR's faculty

belongs to that author and not CONTRACTOR. Therefore, CONTRACTOR has no authority to bind its faculty to any copyright use or transfer agreement. City also acknowledges that local governmental records are public records and as such, CONTRACTOR cannot transfer or otherwise confer any right to City any rights in these materials. Nothing herein is intended nor shall it be construed to prohibit CONTRACTOR or its faculty access to the database, or to transfer any ownership in CONTRACTOR's best practice and benchmarking information to the City.

5.2 In the event that CONTRACTOR or its faculty contributors publishes the results of this study or uses any of the study materials for educational activities, or permits any third party to do so, CONTRACTOR or its faculty contributors shall acknowledge City's contribution to the Project in any such materials.

5.3 In accordance with Texas law, CONTRACTOR acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, CONTRACTOR agrees that no such local government records produced by or on the behalf of CONTRACTOR pursuant to this Contract shall be the subject of any copyright or proprietary claim by CONTRACTOR.

5.4 CONTRACTOR agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. CONTRACTOR shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, CONTRACTOR shall give the Director of the SAMHD prior written notice that such disclosure is required with a full and complete description regarding such requirement. CONTRACTOR shall establish specific procedures designed to meet the obligations of this section, including, but not limited to informing CONTRACTOR's employees and subcontractors of the confidential nature of such information prior to any disclosure of the Confidential Information, provided that CONTRACTOR shall remain fully responsible for any disclosure of Confidential Information by its employees and subcontractors. This Article V, Section 5.4 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Contract, CONTRACTOR shall return to City all copies of materials prepared for, provided for, or produced pursuant to this Contract and related to the Project, including the Confidential Information.

VI.
REQUESTS FOR AND RETENTION OF RECORDS

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

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

VII.
TERMINATION

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

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

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

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

7.3.2 The failure to meet CDC reporting requirements as set out and determined by City.

7.4 Defaults With Opportunity for Cure. Should CONTRACTOR default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. CONTRACTOR shall have ten (10) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If CONTRACTOR fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against CONTRACTOR'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 Failing to perform or failing to comply with any covenant herein required
- 7.4.2 Performing unsatisfactorily or failing to deliver any of the items in Article III (Scope of Services).

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, CONTRACTOR 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 CONTRACTOR, or provided to CONTRACTOR, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by CONTRACTOR 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 CONTRACTOR's sole cost and expense. Payment of compensation due or to become due to CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of any and all right or claims to collect moneys that CONTRACTOR 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, CONTRACTOR shall cease all operations of work being performed by CONTRACTOR 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 CONTRACTOR for any default hereunder or other action.

VIII.
NOTICE

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

If intended for City, to:

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

If intended for CONTRACTOR, to:

University of Texas at San Antonio
James J. Casey, Jr., J.D.
Director
Office of Contracts and Industrial Agreements
One UTSA Circle
San Antonio, Texas 78249-1644

With copy to:

Drs. Wan Yao and Alice Fang Yan
University of Texas at San Antonio
Department of Health and Kinesiology
One UTSA Circle
San Antonio, Texas 78249

IX.

TERMS AND CONDITIONS RELATED TO ARRA (STIMULUS) FUNDS

9.1 The CONTRACTOR acknowledges that funds for this Agreement come from the 2009 American Recovery and Reinvestment Act. As such, the CONTRACTOR agrees to comply with all terms and conditions associated with said funds as directed by the City or as required in this Agreement, including but not limited to:

- a) The American Recovery and Reinvestment Act (ARRA);
- b) 2 C.F.R. 176.210 *et seq.*;
- c) The terms and conditions of ARRA/CPPW Grant Number 1U58DP002453-01 as set out in an award letter to CITY (attached hereto, and incorporated herein, as Attachment II), as well as relevant ARRA information memorandum and publications issued by the federal government;
- d) The following Department of Management and Budget (OMB) Circulars, as applicable to the funds received by the DEPARTMENT hereunder:
 - i. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
 - ii. OMB Circular A-110, entitled, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";
 - iii. OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

9.2 The CONTRACTOR further agrees to comply with all applicable terms and conditions attached hereto as Attachment III – Special Provisions.

X.

AUDIT

10.1 If the CONTRACTOR expends \$500,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, then the CONTRACTOR shall have completed an independent audit of its financial statements. CONTRACTOR is included in the State of Texas Single Audit and will provide an electronic link to the Single Audit Report once the report has been published for the relevant fiscal year. A copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the SAMHD by CONTRACTOR upon submission of said corrective action plan to the auditor.

The CONTRACTOR agrees to reimburse the City or supplement any disallowed costs with

eligible and allowable expenses based upon reconciled adjustments resulting from CONTRACTOR's Single Audit. Reimbursement shall be made within 20 calendar days of written notification regarding the need for reimbursement.

The CONTRACTOR agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the CONTRACTOR or its programs of any findings about accounting deficiencies, or violations of CONTRACTOR's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the SAMHD within a period of ten (10) days upon the CONTRACTOR's receipt of the report.

10.2 CONTRACTOR agrees that if CONTRACTOR receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMB-133 revision) and CONTRACTOR shall also be required to submit the electronic link to the Single Audit Report.

10.3 If CONTRACTOR expends less than \$500,000.00 of funds provided by or through the City, then during the term of this Agreement, the Contactor shall submit the electronic link to the State of Texas Single Audit Report.

10.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City.

10.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City, not to exceed two times per 12 month period. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, CONTRACTOR agrees to make available to City all accounting and Project records. CONTRACTOR acknowledges that this provision shall not limit the City from additional follow-up to audits or reviews, as necessary, or from investigating items of concern that may be brought to the City's attention which are other than routine.

CONTRACTOR shall during normal business hours, and not to exceed two times per twelve month period by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after Agreement termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then the CONTRACTOR shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by CONTRACTOR in accounting for expenses incurred under this

Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

10.6 When an audit or examination determines that the CONTRACTOR has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the CONTRACTOR shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the CONTRACTOR will immediately refund such amount to the City no later than twenty (20) business days from the date of notification of such disapproval or disallowance by the City. At its sole option, the SAMHD may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, CONTRACTOR shall provide to City a full refund of such amount no later than twenty (20) business days from the date of notification of such disapproval or disallowance by the City. If CONTRACTOR is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by check, cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the CONTRACTOR is forbidden from reducing Project expenditures and CONTRACTOR must use its own funds to maintain the Project.

CONTRACTOR agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by CONTRACTOR shall be the sole responsibility of the CONTRACTOR and shall not be paid from any Project funds received by the CONTRACTOR under this Agreement. Delinquent debts that would otherwise be identified as allowable costs may be paid with Project funds with approval of the SAMHD.

10.7 If the City determines, in its sole discretion, that CONTRACTOR is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the CONTRACTOR pay for such audit from non-City resources.

XI.

ADMINISTRATION OF AGREEMENT AND RESTRICTIONS ON USE OF FUNDS

11.1 The CONTRACTOR agrees to comply with all the terms and conditions that the City must comply with in its award document from CDC/HHS. A copy of said award document is attached hereto and incorporated herein for all purposes as Attachment II. From time to time, the award document may be amended or supplemented, and these shall be incorporated into the Agreement collectively as Attachment II.

11.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of the SAMHD, as representatives of the City and the parties ultimately responsible for all matters of compliance

with CDC/HHS/ARRA and City rules and regulations, shall have the final authority to render or secure an interpretation.

11.3 CONTRACTOR shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of SAMHD.

11.4 Within a period not to exceed sixty (60) calendar days after the expiration, or early termination, date of the Agreement, CONTRACTOR shall submit all required deliverables to City. CONTRACTOR understands and agrees that in conjunction with the submission of the final report, the CONTRACTOR shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

11.5 CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, CONTRACTOR shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, CONTRACTOR agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

11.6 CONTRACTOR shall make available to City, CDC, HHS, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to CONTRACTOR's facility and to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. CONTRACTOR shall, upon request, transfer certain records to the custody of City, CDC or HHS when City, CDC or HHS determines that the records possess long-term retention value.

11.7 The SAMHD is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with general or grant funds, including the Project covered by this Agreement. Therefore, CONTRACTOR agrees to permit City and/or HHS to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess CONTRACTOR's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by the SAMHD, the CONTRACTOR shall furnish to the SAMHD and the Grantor of the Grant Funds, if applicable, such statements, reports, records, data, all policies and procedures and information as may be requested by the SAMHD and shall permit the City and Grantor of the Grant Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. CONTRACTOR

agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the Contactor of any liability to the City for failure to comply with the Terms of the Grant or the terms of this Agreement.

11.8 City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with this Agreement and Project goals and objectives. City reserves the right to make unannounced visits to CONTRACTOR, or CONTRACTOR subcontractor, sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.

11.9 City agrees that it will present the findings of any such review to the CONTRACTOR in a timely manner and will attempt to convey information of Program strengths and weaknesses and assist with Program improvement.

11.10 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by the SAMHD shall be submitted by CONTRACTOR to City within five (5) working days of the request. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that CONTRACTOR fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to CONTRACTOR until such reports are delivered to City. Furthermore, the CONTRACTOR ensures that all information contained in all required reports or information submitted to City is accurate.

11.11 Unless disclosure is authorized by the City, CONTRACTOR agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. CONTRACTOR shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information, provided that CONTRACTOR's obligation shall not apply to information that: is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure; is already in the recipient CONTRACTOR's possession at the time of disclosure thereof; is or later becomes part of the public domain through no fault of the CONTRACTOR; is received from a third party having no obligations of confidentiality to City; or is independently developed by CONTRACTOR. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, CONTRACTOR shall give the Director of the SAMHD prior written notice that such disclosure is required with a full and complete description regarding such requirement. CONTRACTOR shall establish specific procedures designed to meet the obligations of this Article. This Article shall not be construed to limit HHS's, the CDC's or the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement, nor shall it be construed to limit CONTRACTOR's right to publish. Upon termination or

expiration of this Agreement, CONTRACTOR shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

11.12 CONTRACTOR will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with ARRA-CPPW grant funds that either (i) has an purchase price of \$5,000.00 or greater; or (ii) meets such other criteria as City may prescribe, and consistent with those requirements set out in Attachment III. Upon request, CONTRACTOR will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City shall have the right to review and approve CONTRACTOR's inventory tracking system.

11.13 Prohibited Political Activity. CONTRACTOR agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

11.14 CONTRACTOR agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

11.15 The prohibitions set forth in Sections 11.13 and 11.14 above include, but are not limited to, the following:

(A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

11.16 To ensure that the above policies are complied with, CONTRACTOR shall have the Principal Investigator read this Agreement and acknowledge that she has read and understands all of the terms and conditions. The Principal Investigator will ensure that all personnel who are paid out of Agreement funds comply with all terms and conditions.

11.17 CONTRACTOR agrees that in any instance where an investigation of the above is ongoing or has been confirmed, salaries paid to the CONTRACTOR under this Agreement may, at the City's discretion, be withheld until the situation is resolved, or the appropriate member of the CONTRACTOR's personnel is terminated.

11.18 Sections 11.13 through 11.17 shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, CONTRACTOR and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Agreement funds.

11.19 Adversarial proceedings. Except in circumstances where the following is in conflict with federal law or regulations pertaining to this grant, the CONTRACTOR agrees to comply with the following special provisions,

(A) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) The CONTRACTOR, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the City remains unresolved.

XII. INSURANCE

12.1 CONTRACTOR and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

12.2 With respect to CONTRACTOR, it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000.00 for each person and \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Employees of the University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

XIII.
INDEMNIFICATION

13.1 CONTRACTOR and the City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. CONTRACTOR and City shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

XIV.
SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

14.1 CONTRACTOR is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Contractor agrees that it will adhere to its established policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts as can be found at <http://www.utsa.edu/hop/chapter9/9-26.cfm>. In the event that Contractor utilizes subcontractors to perform any part of this agreement Contractor will ensure that each subcontractor is aware that they must comply with the City of San Antonio's Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the City.

XV.
ASSIGNMENT AND SUBCONTRACTING

15.1 CONTRACTOR 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 CONTRACTOR. CONTRACTOR, its employees or its subcontractors shall perform all necessary work.

15.2 It is City's understanding that this Agreement is made in reliance thereon that CONTRACTOR intends to use consultants in the performance of this Agreement which shall be approved by City prior to the provision of any services by said consultant.

15.3 Except as otherwise stated herein, CONTRACTOR 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, CONTRACTOR shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor CONTRACTOR, assignee, transferee or subcontractor.

15.4 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall in no event release CONTRACTOR from any obligation under the terms of this Agreement, nor shall it relieve or release CONTRACTOR from the payment of any damages to City, which City sustains as a result of such violation.

XVI.
INDEPENDENT CONTRACTOR

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

XVII.
NONDISCRIMINATION POLICY

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

17.2 The CONTRACTOR shall comply with all federal, State, or local laws, rules, and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take

affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Consistent with the foregoing, CONTRACTOR agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 C.F.R. Part 60. CONTRACTOR further agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, CONTRACTOR certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- a) Title VII of the Civil Rights Act of 1964, as amended;
- b) Section 504 of the Rehabilitation Act of 1973, as amended;
- c) The Age Discrimination Act of 1975, as amended;
- d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688);
- e) Fair Labor Standards Act of 1938, as amended;
- f) Equal Pay Act of 1963, P.L. 88-38; and
- g) All applicable regulations implementing the above laws.

XVIII. **CONFLICT OF INTEREST**

18.1 CONTRACTOR 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 collaborator or a parent or subsidiary business entity.

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

XIX.
AMENDMENTS

19.1 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 authorized representatives of both City and CONTRACTOR. The Director of the SAMHD may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XX.
SEVERABILITY

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

XXI.
LICENSES/CERTIFICATIONS

21.1 CONTRACTOR certifies that CONTRACTOR 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.

XXII.
COMPLIANCE

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

XXIII.
NONWAIVER OF PERFORMANCE

23.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall

not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the authorized representative of 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.

XXIV.
LAW APPLICABLE

24.1 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.

24.2 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.

XXV.
LEGAL AUTHORITY

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

XXVI.
PARTIES BOUND

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

XXVII.
CAPTIONS

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

XXVIII.
DEBARMENT

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

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

XXIX.
ENTIRE AGREEMENT

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

EXECUTED and **AGREED** to this the _____ day of _____, 2011.

CITY OF SAN ANTONIO

The UNIVERSITY OF TEXAS at SAN ANTONIO

Printed Name:	Thomas L. Schlenker, M.D., MPH	Printed Name:	James J. Casey, Jr., J.D.
Title:	Director of Public Health	Title:	Director of Contracts and Industrial Agreements
Date:	_____	Date:	_____

Approved as to Form:

City Attorney

ATTACHMENTS

Attachment I – Program Budget

Attachment II – Award Letter

Attachment III – Special Provisions

ATTACHMENT I
Budget

Deliverables	Percent Effort (Fee per deliverable)	Completion Date (Dates are tentative depending on the starting date and the availability of data provided by SAMHD/CPPW)
3.3.1) Inventory the "Fitness in the Parks" program in an interactive Geographic Information System (GIS) database by program/location/date and link the data to the park or CPPW site via GIS mapping;	10% (\$5,000)	10/1/2011
3.3.2) Map other ongoing physical activity programs and initiatives conducted by CPPW and partners utilizing GIS technology and integrate this data into the Project web portal in collaboration with web portal staff	10% (\$5,000)	1/22/2012
3.3.3) Conduct focus groups of residents within neighborhoods determined by SAMHD and the CONTRACTOR ("Selected Neighborhoods") to discuss community assets and priorities for changes in terms of access to physical activity across activity dimensions and within an ecological framework	10% (\$5,000)	1/12/2012
3.3.4) Add an online GIS data warehouse that links health outcomes, socio-demographic information, built environment, physical activity resources, and health related services to the neighborhood levels to the existing Project web portal, directly or by links	10% (\$5,000)	10/1/2011
3.3.5) Produce web pages representing the Selected Neighborhoods, utilizing selected zip code areas or existing neighborhoods as the unit of measurement, with street-views and animations, as well as the following functionalities and features		
3.3.5.1 GIS views with associated census data, (e.g., population density, median household income, age, race, etc.) at the zip code level for each Selected Neighborhood	10% (\$5,000)	10/1/2011
3.3.5.2 Develop GIS search functions allowing public users to view information on parks and recreation by entering any street address in the search box	10% (5,000)	10/1/2011
3.3.5.3 Popup windows which include detailed	10%	10/1/2011

information on parks or recreation, including but not limited to: geographic address and details of recreation facilities which include park amenities, numbers of sports fields, sport courts, trails, etc.	(\$5,000)	
3.3.5.4 Geospatial buffering tools allowing users to select a radius (i.e., 0.5 miles, 1 miles, 2 miles, 5 miles, etc) for the map to display all available parks, recreation centers, and other services within the selected radius. Final decisions with regard to what services to include will be made by the SAMHD upon consultation and discussion with the CONTRACTOR	10% (\$5,000)	10/1/2011
3.3.6) Collaborate with Food-shed Assessment contractors to incorporate San Antonio "food deserts" or nutrition environment related GIS data into the online GIS data warehouse developed by the contractor. The "food deserts" or nutrition environment related GIS data needs to be prepared and provided by the Food-shed Assessment contractors in a way that is readily for mapping	5% (\$2,500)	12/30/2011
3.3.12) Provide a final comprehensive report of work completed under this contract including summaries of data collected and analyzed, information posted to the web portal and indicators of information accessed from those pages, and recommendations for improving access to physical activity resources in San Antonio to be utilized by SAMHD and the CPPW Active Living Council.	15% (\$7,500)	1/31/2012
TOTAL	\$50,000.00	



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 1U58DP002453-01 REVISED

Principal Investigator(s):
Jennifer Herriott

Project Title: CATEGORY A: COMMUNITIES PUTTING PREVENTION TO WORK

FERNANDO GUERRA
SAN ANTONIO METROPOLITAN HEALTH
332 WEST COMMERCE STREET
SAN ANTONIO,, TX 78205

Budget Period: 03/19/2010 – 03/18/2012

Project Period: 03/19/2010 – 03/18/2012

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to SAN ANTONIO METROPOLITAN HEALTH DISTRICT in support of the above referenced project. This award is pursuant to the authority of 301A,311BC,317K2(42USC241A,243BC247BK2) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Tracey M Sims
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U58DP002453-01 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	\$704,886
Fringe Benefits	\$259,587
Personnel Costs (Subtotal)	\$964,473
Supplies	\$869,280
Travel Costs	\$32,747
Other Costs	\$3,844,768
Consortium/Contractual Cost	\$9,720,053

Federal Direct Costs	\$15,431,321
Federal F&A Costs	\$181,032
Approved Budget	\$15,612,353
Federal Share	\$15,612,353
TOTAL FEDERAL AWARD AMOUNT	\$15,612,353

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

Fiscal Information:

CFDA Number: 93.724
 EIN: 1746002070A2
 Document Number: 002453CW10

	IC	CAN	2010
DP		9391055	\$15,612,353

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$15,612,353	\$15,612,353

CDC Administrative Data:
 PCC: / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U58DP002453-01 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: **HOTLINE**, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U58DP002453-01 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – DP Special Terms and Conditions – 1U58DP002453-01 REVISED

AMENDMENT No 6.

ADDITIONAL TERMS AND CONDITION OF THE AWARD:

Note 1. This amended award recommends approval for the redirection of funds as requested in correspondence dated, April 28, 2011. The proposed activities and justification are consistent with the intent of the CPPW Communities Putting Prevention to Work Category A: Obesity Program, Funding Opportunity Announcement DP09-912ARRA.

Note 2. Funds will be allocated as follows:

Supplies
\$869,280.00
Travel
\$32,747.00
Other
\$3,844,768.
Contractual
\$9,720,053.

Note 3. All the other terms and conditions issued with the original award will remain in full effect throughout the budget period

PLEASE REFERENCE THE AWARD NUMBER ON ALL CORRESPONDENCES

AMENDMENT #5.

1. The purpose of this amended Notice of Award is to approve the revised budget dated September 28, 2010. The activities and budgets associated with the submission are incorporated into this award.

2. The allocated dollars in the amount of \$5,915,853.00 in the "Other" cost category has been moved to the "Contractual" cost category.

The following will need to be provided to the Procurement and Grants Office within the next 30 days:

- Name of contractor
- Method of selection
- Period of performance
- Method of accountability
- Scope of Work
- Itemized budget

Note: The information is required to be submitted to the Procurement and Grants Office within the next 30 days, however, you are authorized to start the contractual work.

3. All other terms and conditions remain unchanged.

AMENDMENT 4

This revised Notice of Award is issued to approve the revised budget dated August 17, 2010. The activities and budget associated with this submission are incorporated into this award.

All other terms and conditions remain unchanged.

STAFF CONTACTS

Grants Management Specialist: Tracey M Sims
Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mail Stop E-09
Atlanta, GA 30341
Email: tsims3@cdc.gov **Phone:** 770-488-2739 **Fax:** 770-488-2777

SPREADSHEET SUMMARY

GRANT NUMBER: 1U58DP002453-01 REVISED

INSTITUTION: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

<i>Budget</i>		<i>Year 1</i>
Salaries and Wages	\$704,886	
Fringe Benefits	\$259,587	
Personnel Costs (Subtotal)	\$964,473	
Supplies	\$869,280	
Travel Costs	\$32,747	
Other Costs	\$3,844,768	
Consortium/Contractual Cost	\$9,720,053	
TOTAL FEDERAL DC	\$15,431,321	
TOTAL FEDERAL F&A	\$181,032	
TOTAL COST	\$15,612,353	

Special Provisions

The University of Texas at San Antonio (the CONTRACTOR) agrees and understands that funds for this project come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (ARRA, or the "Recovery Act"). The CONTRACTOR understands that the San Antonio Metropolitan Health District (SAMHD) is the direct grantee of funds and must adhere to grant requirements imposed by the U.S. Department of Health and Human Services (HHS), the Centers for Disease Control and Prevention (CDC) and standard terms and conditions under ARRA (Public Law 111-5). The CONTRACTOR understands that as a subrecipient of these funds it must comply with timelines and requirements in coordination with SAMHD in order to meet grant requirements.

As such, the CONTRACTOR agrees that it will comply with all applicable requirements and provisions of ARRA, as well as terms and conditions from HHS and the CDC, including but not limited to those articulated below:

**I.
Standard Terms and Conditions for the
American Recovery and Reinvestment Act of 2009
and
U.S. Department of Health and Human Services /
Centers for Disease Control and Prevention**

1.1 Generally: SAMHD as an HHS grantee must comply with all terms and conditions outlined in its grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, unless they conflict or are superseded by terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements. The CONTRACTOR, as subrecipient, must comply with all requirements for subrecipients and provide reporting and documentation to support SAMHD's requirements under the grant award. In addition to the standard terms and conditions of award, recipients and subrecipients receiving funds under Division A of ARRA must abide by the general terms and conditions set out below.

1.2 Preference for Quick Start Activities: In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

1.3 Limit on Funds: None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

1.4 One-time Funding: Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

1.5 Civil Rights Obligations: Recipients and subrecipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

1.6 Disclosure of Fraud or Misconduct: Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

1.7 Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards:

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements", as applicable, and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Subrecipients are required to include on their SEFA information specific identification of Recovery Act funding similar to the requirements for the recipient SEFA described above. This

information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

1.8 Wage Rate Requirements:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

1.9 Inventions: Acceptance of grant funds obligates recipients to comply with the standard patents rights clause in 37 CFR 401.14.

1.10 Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer as appropriate, such as:

“This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.”

1.11 Conference Disclaimer and Use of Logos:

(a) Conferences: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda and Internet sites:

“Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily represent the official policies of the Department of Health and Human Services, nor does mention of trade

names, commercial practices, or organizations imply endorsement by the U.S. Government.”

(b) Logos: Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. Unauthorized use of the HHS name and logo by a non-federal entity is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Neither the HHS nor the CDC logo can be used for conference materials under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

1.12 Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000.00 or more per unit. However, consistent with recipient policy, a lower threshold may be established upon submission to the Grant Management Officer to reflect recipient organization policy.

The grantee may use its own property management standards and procedures provided it observes the provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110, and 45 CFR Part 92:

OMB Circular A-110, sections 31 and 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other non-profit organizations. <http://www.whitehouse.gov/omb/circulars/a110/a110.html>

45 CFR Part 92.31 and 92.32 provides uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. http://access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

1.13 Trafficking in Persons: This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22U.S.C. 7104). For the full text of the award term and condition, go to: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

1.14 Acknowledgement of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of Federal funds for the project or program, and (3)

percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.15 Lobbying: Federal law prohibits award recipients and sub-contractors from using Federal funds for lobbying Congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature.

This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying. That is lobbying for or against pending legislation, as well as indirect or grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal, state, or local levels to urge support of, or oppositions to, pending legislative proposals is prohibited.

Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and grass roots activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

All reported activity under the Communities Putting Prevention to Work (CPPW) Communities Initiative, including Recovery Act reporting, must be activity that is consistent with Federal law.

For additional guidance, please refer to the Funding Opportunity Announcement, Additional Requirement #12 on lobbying restrictions and 31 U.S.C. Section 1352; 18 U.S.C. Section 1913.

II. Audit Requirements

2.1 An organization that expends \$500,000.00 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

2.2 Subrecipients receiving CDC funds must also meet these requirements (if the total Federal grant or grant funds received exceed \$500,000.00). In instances of noncompliance with

Federal law and regulations, the subrecipient must take appropriate corrective action within six months after receipt of the audit.

2.3 If a subrecipient is not required to have a program-specific audit, the grantee (SAMHD) is still required to perform adequate monitoring of subrecipient activities. Subrecipient shall cooperate with all such activities. Additionally, the subrecipient agrees to permit independent auditors to have access to subrecipient records and financial records as necessary.

III. Reporting Requirements

In addition to those requirements set out in the Interdepartmental Agreement, and above in section 1.7, the following reporting requirements apply to this project:

3.1 Recipients of Federal awards from funds authorized under Division A of the ARRA must comply with all requirements specified in Division A of the ARRA, including reporting requirements outlined in Section 1512 of the Act. For purposes of reporting, recipients must report on ARRA subrecipient (sub-grantee and subcontractor) activities as specified below, and subrecipient agrees to cooperate with SAMHD in providing information as necessary for SAMHD to comply with the following requirements:

Not later than 10 days after the end of each calendar quarter, starting with the quarter ending March 31, 2010, and reporting by April 10, 2010, SAMHD must submit quarterly reports to HHS that will be posted to Recovery.gov, containing the following information:

- (a) the total amount of ARRA funds under this award;
- (b) The total amount of ARRA funds received under this award that were obligated and expended to projects or activities;
- (c) The amount of unobligated award balances;
- (d) A detailed list of all projects or activities from which ARRA funds under this award were obligated and expended, including:
 - (1) the name of the project or activity;
 - (2) a description of the project or activity;
 - (3) an evaluation of the completion status of the project or activity;
 - (4) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and,
 - (5) for infrastructure investments made by State or local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under the Recovery Act, and the name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (e) Detailed information on any sub-awards (subcontracts or sub-grants) made by the grant recipient to include data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
 - (1) For any sub-award equal to or larger than \$25,000.00, the following information:

- (i) the name of the entity receiving the sub-award;
 - (ii) the amount of the sub-award;
 - (iii) the transaction type (the North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number);
 - (iv) program source;
 - (v) an award title descriptive of the purpose of each funding action;
 - (vi) the location of the entity receiving the award;
 - (vii) the primary location of performance under the award, including the city, State, congressional district, and country; and
 - (viii) a unique identifier of the entity receiving the award, and the parent entity of the recipient, should the entity be owned by another entity.
- (f) All sub-awards less than \$25,000.00, or to individuals, may be reported in the aggregate, as prescribed by HHS.
- (g) Recipients must account for each ARRA award and sub-award (sub-grant and subcontract) separately. Pooling of ARRA award funds with other funds for drawdown or other purposes is not permitted.
- (h) Recipients must account for each ARRA award separately by referencing the assigned CFDA number for each award.

4.2 UTSA agrees to provide any and all information necessary for SAMHD to complete required reports by no later than 5 days after the end of each calendar quarter.

III.
SCOPE OF SERVICES

3.1 CONTRACTOR agrees to provide the services described in this Article III (Scope of Services), in exchange for the compensation described in Article IV (Compensation).

3.2 The CONTRACTOR has previously provided an assessment and resource inventory of physical activity and inactivity in the San Antonio community from a systems, policy, and environmental perspective ("Community Assessment") and is currently conducting a physical activity resource assessment. CONTRACTOR will utilize information gathered in its assessment activities to identify the populations impacted by food insecurity, degrees of food insecurity, and social determinants associated with their particular level of food insecurity.

3.3 CONTRACTOR shall provide the following services and deliverables:

3.3.1 CONTRACTOR shall provide the following throughout the duration of the Agreement:

- a) CONTRACTOR will attend monthly Food Policy Council meetings and provide regular reports regarding the progress made in the project.
- b) CONTRACTOR will prepare monthly progress reports and submit a copy of each report to both the San Antonio Metropolitan Health District and the Food Policy Council by no later than the 10th of each month.

3.3.2 As the first component of the project, CONTRACTOR will identify the populations and areas within Bexar County/San Antonio who are at highest risk of food insecurity, as follows:

- a) CONTRACTOR will use the US 2000 Census Summary file 3 and the five year American Community Survey to determine and measure population risk factors for food insecurity;
- b) CONTRACTOR will conduct a Geographic Information System (GIS) analysis of the food system to generate locations of "food deserts", or areas with poor access to certain types of food establishments within the city.
- c) CONTRACTOR will construct a principle analysis or factor analysis in order to combine into a single numeric index of food insecurity risks.

3.3.3 As the second component of the project, CONTRACTOR will construct and develop a GIS of food resources and resources related to addressing the food system in San Antonio, as detailed below:

- a) CONTRACTOR will develop a GIS that will include multiple layers of information, including but not limited to: locations of all food-related locations (groceries, restaurants, food pantries, markets, farmers markets, etc.) as point layers; census block groups and tracts displaying sociodemographic conditions of the population; and, transportation infrastructure (highways, bus lines).
- b) CONTRACTOR will present the geodatabase to the Policy, Programs, Measures and Evaluation committee of the Food Policy Council and the San Antonio Metropolitan Health District by November 15, 2011.
- c) GIS database mapping components, including all census data and food resource locations, will be produced and ready for posting on the City of San Antonio's GIS portal no later than December 15, 2011;
- d) CONTRACTOR will provide a GIS analysis report no later than February 15, 2012, that includes the following: 1) a summary of the results of the data collection efforts; 2) an executive summary; 3) numerical summaries of the characteristics of the food deserts in San Antonio; and, 4) interpretation of the correspondence between the food resources and the socioeconomic conditions of the population of the city. Additionally, the report will contain recommendations on subsequent community food system components needing to be assessed, and the transcribed results of the focus groups conducted in this part of the project.

3.3.4 As the third component of the project, CONTRACTOR will combine, evaluate and document social determinants of food insecurity reported by members and families that belong to at-risk populations, as set out below:

- a) Conduct primary data collection using survey instrument based on the standardized assessment tool of Bickel et [2] and focus groups.
- b) Information will be gathered through focus groups and/or surveys and will focus on assessing environmental and economic determinants of food insecurity and attitudes related to the relationship the community and its food and food system. Information from a representative sample of the population utilizing the San Antonio Food Bank and surrounding food pantries will be collected via surveys (with a target of 200 to 400 surveys being distributed), as well as focus group (with a minimum of 40 participants).
- c) GIS data, survey data and qualitative information instruments that link health outcomes, socio-demographic information into a single geodatabase that will represent the population at the highest risk of food insecurity with the locations of standard (and even non-standard) food access will be combined.

- d) Merge data and information from secondary analysis with survey data collection. Evaluate problems related to accessing the food system, a set of potential food-oriented resources and whether individuals currently utilize those resources.
- e) CONTRACTOR will provide quarterly reports to the Food Policy Council on the status of the data collection and analysis efforts. Reports should include presentations and written statements on the progress of the project, as well as coordination with the Food Policy Council regarding feedback on the direction of the data collection effort. At least one report/meeting will focus on the use of GIS software (ArcGIS 10). Reports/meetings should occur on the following schedule, unless alternative dates are agreed to by the parties: November 10, 2011, and February 15, 2012.

3.3.5 As the fourth component of the project, CONTRACTOR will evaluate and provide a report detailing the methods that the residents of San Antonio/Bexar County use to help offset any food insecurity experienced by the household.

- a) CONTRACTOR will gather data on programs that food insecure households participate in through a survey instrument or if they participate in other non-governmental programs that offset any food insecurity related needs;
- b) CONTRACTOR will utilize focus groups and a comprehensive listing of food-related programs throughout the city and their purposes, target populations and recruitment strategies to make its evaluation. CONTRACTOR will provide a listing of services and locations used by the survey respondents.
- c) CONTRACTOR will provide the Food Policy Council with a summary report utilizing individual-level data from focus groups and numerical summaries of survey responses and will make raw data available, upon request of the Food Policy Council, for use in identifying policy objectives directly relevant to the local community no later than February 15, 2012;

3.4 All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR

4.1 In consideration of CONTRACTOR'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 CONTRACTOR an amount not to exceed FIFTY THOUSAND AND NO/100THS (\$50,000.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein in the budget which is attached hereto as Attachment I.

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

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

4.4 The CONTRACTOR agrees to submit statements showing monthly itemized costs to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, will be made monthly according to standard procedures followed by City, as requested upon receipt of billing from the CONTRACTOR. Invoices will be due three (3) days after the end of the monthly report period. The CONTRACTOR will submit to the City a monthly billing invoice to request payment of expenses incurred on or before the 3rd day of each month. An invoice documenting final expenses associated with the Agreement will be submitted to the City forty-five (45) days following March 18, 2012.

4.5 CONTRACTOR agrees to provide any and all documentation required for inclusion in any report concerning the ARRA-CPPW grant. All services required under this Agreement will be performed to City's satisfaction, and City will not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the City.

V.
OWNERSHIP OF DOCUMENTS

5.1 City reserves the non-exclusive right, including each and every copyright, to use and reproduce all reports, data and materials delivered pursuant to this Agreement (the Project) and reserves the right to authorize others to use or reproduce such materials. City understands that under Texas law, copyright ownership in any works authored by CONTRACTOR's faculty

belongs to that author and not CONTRACTOR. Therefore, CONTRACTOR has no authority to bind its faculty to any copyright use or transfer agreement. City also acknowledges that local governmental records are public records and as such, CONTRACTOR cannot transfer or otherwise confer any right to City any rights in these materials. Nothing herein is intended nor shall it be construed to prohibit CONTRACTOR or its faculty access to the database, or to transfer any ownership in CONTRACTOR's best practice and benchmarking information to the City.

5.2 In the event that CONTRACTOR or its faculty contributors publishes the results of this study or uses any of the study materials for educational activities, or permits any third party to do so, CONTRACTOR or its faculty contributors shall acknowledge City's contribution to the Project in any such materials.

5.3 In accordance with Texas law, CONTRACTOR acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, CONTRACTOR agrees that no such local government records produced by or on the behalf of CONTRACTOR pursuant to this Contract shall be the subject of any copyright or proprietary claim by CONTRACTOR.

5.4 CONTRACTOR agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. CONTRACTOR shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, CONTRACTOR shall give the Director of the SAMHD prior written notice that such disclosure is required with a full and complete description regarding such requirement. CONTRACTOR shall establish specific procedures designed to meet the obligations of this section, including, but not limited to informing CONTRACTOR's employees and subcontractors of the confidential nature of such information prior to any disclosure of the Confidential Information, provided that CONTRACTOR shall remain fully responsible for any disclosure of Confidential Information by its employees and subcontractors. This Article V, Section 5.4 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon termination of this Contract, CONTRACTOR shall return to City all copies of materials prepared for, provided for, or produced pursuant to this Contract and related to the Project, including the Confidential Information.

VI.
REQUESTS FOR AND RETENTION OF RECORDS

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

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

VII.
TERMINATION

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

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

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

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

7.3.2 The failure to meet CDC reporting requirements as set out and determined by City.

7.4 Defaults With Opportunity for Cure. Should CONTRACTOR default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. CONTRACTOR shall have ten (10) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If CONTRACTOR fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against CONTRACTOR'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 Failing to perform or failing to comply with any covenant herein required
- 7.4.2 Performing unsatisfactorily or failing to deliver any of the items in Article III (Scope of Services).

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, CONTRACTOR 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 CONTRACTOR, or provided to CONTRACTOR, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by CONTRACTOR 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 CONTRACTOR's sole cost and expense. Payment of compensation due or to become due to CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of any and all right or claims to collect moneys that CONTRACTOR 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, CONTRACTOR shall cease all operations of work being performed by CONTRACTOR 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 CONTRACTOR for any default hereunder or other action.

VIII.
NOTICE

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

If intended for City, to:

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

AND

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

If intended for CONTRACTOR, to:

Dr. Corey S. Sparks
College of Public Policy – Department of Demography
University of Texas at San Antonio
501 West Durango Blvd.
San Antonio, Texas 78207

IX.
TERMS AND CONDITIONS RELATED TO ARRA (STIMULUS) FUNDS

9.1 The CONTRACTOR acknowledges that funds for this Agreement come from the 2009 American Recovery and Reinvestment Act. As such, the CONTRACTOR agrees to comply with all terms and conditions associated with said funds as directed by the City or as required in this Agreement, including but not limited to:

- a) The American Recovery and Reinvestment Act (ARRA);

- b) 2 C.F.R. 176.210 *et seq.*;
- c) The terms and conditions of ARRA/CPPW Grant Number 1U58DP002453-01 as set out in an award letter to CITY (attached hereto, and incorporated herein, as Attachment II), as well as relevant ARRA information memorandum and publications issued by the federal government;
- d) The following Department of Management and Budget (OMB) Circulars, as applicable to the funds received by the DEPARTMENT hereunder:
 - i. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
 - ii. OMB Circular A-110, entitled, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";
 - iii. OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

9.2 The CONTRACTOR further agrees to comply with all applicable terms and conditions attached hereto as Attachment III – Special Provisions.

X. AUDIT

10.1 If the CONTRACTOR expends \$500,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, then the CONTRACTOR shall have completed an independent audit of its financial statements. CONTRACTOR is included in the State of Texas Single Audit and will provide an electronic link to the Single Audit Report once the report has been published for the relevant fiscal year. A copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the SAMHD by CONTRACTOR upon submission of said corrective action plan to the auditor.

The CONTRACTOR agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from CONTRACTOR's Single Audit. Reimbursement shall be made within 20 calendar days of written notification regarding the need for reimbursement.

The CONTRACTOR agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the CONTRACTOR or its programs of any findings about accounting deficiencies, or violations of CONTRACTOR's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the SAMHD within a period of ten (10) days upon the CONTRACTOR's receipt of the report.

10.2 CONTRACTOR agrees that if CONTRACTOR receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMB-133 revision) and CONTRACTOR shall also be required to submit the electronic link to the Single Audit Report.

10.3 If CONTRACTOR expends less than \$500,000.00 of funds provided by or through the City, then during the term of this Agreement, the Contactor shall submit the electronic link to the State of Texas Single Audit Report.

10.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City.

10.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City, not to exceed two times per 12 month period. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, CONTRACTOR agrees to make available to City all accounting and Project records. CONTRACTOR acknowledges that this provision shall not limit the City from additional follow-up to audits or reviews, as necessary, or from investigating items of concern that may be brought to the City's attention which are other than routine.

CONTRACTOR shall during normal business hours, and not to exceed two times per twelve month period by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after Agreement termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then the CONTRACTOR shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by CONTRACTOR in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

10.6 When an audit or examination determines that the CONTRACTOR has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the CONTRACTOR shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the CONTRACTOR will immediately refund

such amount to the City no later than twenty (20) business days from the date of notification of such disapproval or disallowance by the City. At its sole option, the SAMHD may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, CONTRACTOR shall provide to City a full refund of such amount no later than twenty (20) business days from the date of notification of such disapproval or disallowance by the City. If CONTRACTOR is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by check, cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the CONTRACTOR is forbidden from reducing Project expenditures and CONTRACTOR must use its own funds to maintain the Project.

CONTRACTOR agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by CONTRACTOR shall be the sole responsibility of the CONTRACTOR and shall not be paid from any Project funds received by the CONTRACTOR under this Agreement. Delinquent debts that would otherwise be identified as allowable costs may be paid with Project funds with approval of the SAMHD.

10.7 If the City determines, in its sole discretion, that CONTRACTOR is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the CONTRACTOR pay for such audit from non-City resources.

XI.

ADMINISTRATION OF AGREEMENT

AND RESTRICTIONS ON USE OF FUNDS

11.1 The CONTRACTOR agrees to comply with all the terms and conditions that the City must comply with in its award document from CDC/HHS. A copy of said award document is attached hereto and incorporated herein for all purposes as Attachment II. From time to time, the award document may be amended or supplemented, and these shall be incorporated into the Agreement collectively as Attachment II.

11.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of the SAMHD, as representatives of the City and the parties ultimately responsible for all matters of compliance with CDC/HHS/ARRA and City rules and regulations, shall have the final authority to render or secure an interpretation.

11.3 CONTRACTOR shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of SAMHD.

11.4 Within a period not to exceed sixty (60) calendar days after the expiration, or early termination, date of the Agreement, CONTRACTOR shall submit all required deliverables to City. CONTRACTOR understands and agrees that in conjunction with the submission of the

final report, the CONTRACTOR shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

11.5 CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R. §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, CONTRACTOR shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, CONTRACTOR agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

11.6 CONTRACTOR shall make available to City, CDC, HHS, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to CONTRACTOR's facility and to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. CONTRACTOR shall, upon request, transfer certain records to the custody of City, CDC or HHS when City, CDC or HHS determines that the records possess long-term retention value.

11.7 The SAMHD is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with general or grant funds, including the Project covered by this Agreement. Therefore, CONTRACTOR agrees to permit City and/or HHS to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess CONTRACTOR's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by the SAMHD, the CONTRACTOR shall furnish to the SAMHD and the Grantor of the Grant Funds, if applicable, such statements, reports, records, data, all policies and procedures and information as may be requested by the SAMHD and shall permit the City and Grantor of the Grant Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. CONTRACTOR agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the Contractor of any liability to the City for failure to comply with the Terms of the Grant or the terms of this Agreement.

11.8 City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with this Agreement and Project goals and objectives. City reserves the right to make unannounced visits to CONTRACTOR, or CONTRACTOR subcontractor, sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.

11.9 City agrees that it will present the findings of any such review to the CONTRACTOR in a timely manner and will attempt to convey information of Program strengths and weaknesses and assist with Program improvement.

11.10 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by the SAMHD shall be submitted by CONTRACTOR to City within five (5) working days of the request. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that CONTRACTOR fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to CONTRACTOR until such reports are delivered to City. Furthermore, the CONTRACTOR ensures that all information contained in all required reports or information submitted to City is accurate.

11.11 Unless disclosure is authorized by the City, CONTRACTOR agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. CONTRACTOR shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information, provided that CONTRACTOR's obligation shall not apply to information that: is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure; is already in the recipient CONTRACTOR's possession at the time of disclosure thereof; is or later becomes part of the public domain through no fault of the CONTRACTOR; is received from a third party having no obligations of confidentiality to City; or is independently developed by CONTRACTOR. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, CONTRACTOR shall give the Director of the SAMHD prior written notice that such disclosure is required with a full and complete description regarding such requirement. CONTRACTOR shall establish specific procedures designed to meet the obligations of this Article. This Article shall not be construed to limit HHS's, the CDC's or the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement, nor shall it be construed to limit CONTRACTOR's right to publish. Upon termination or expiration of this Agreement, CONTRACTOR shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

11.12 CONTRACTOR will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with ARRA-CPPW grant funds that either (i) has an purchase price of \$5,000.00 or greater; or (ii) meets such other criteria as City may prescribe, and consistent with those requirements set out in Attachment III. Upon request, CONTRACTOR

will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City shall have the right to review and approve CONTRACTOR's inventory tracking system.

11.13 Prohibited Political Activity. CONTRACTOR agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

11.14 CONTRACTOR agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

11.15 The prohibitions set forth in Sections 11.13 and 11.14 above include, but are not limited to, the following:

(A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

(B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

11.16 To ensure that the above policies are complied with, CONTRACTOR shall have the Principal Investigator read this Agreement and acknowledge that she has read and understands all of the terms and conditions. The Principal Investigator will ensure that all personnel who are paid out of Agreement funds comply with all terms and conditions.

11.17 CONTRACTOR agrees that in any instance where an investigation of the above is ongoing or has been confirmed, salaries paid to the CONTRACTOR under this Agreement may, at the City's discretion, be withheld until the situation is resolved, or the appropriate member of the CONTRACTOR's personnel is terminated.

11.18 Sections 11.13 through 11.17 shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, CONTRACTOR and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Agreement funds.

11.19 Adversarial proceedings. Except in circumstances where the following is in conflict with federal law or regulations pertaining to this grant, the CONTRACTOR agrees to comply with the following special provisions,

(A) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) The CONTRACTOR, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the City remains unresolved.

XII. **INSURANCE**

12.1 CONTRACTOR and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

12.2 With respect to CONTRACTOR, it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000.00 for each person and \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Employees of the University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

XIII. **INDEMNIFICATION**

13.1 CONTRACTOR and the City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *etc. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. CONTRACTOR and City shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

XIV.

SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

14.1 CONTRACTOR is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Contractor agrees that it will adhere to its established policies regarding small, minority, or women-owned business policy regarding procurement, construction and professional service contracts as can be found at <http://www.utsa.edu/hop/chapter9/9-26.cfm>. In the event that Contractor utilizes subcontractors to perform any part of this agreement Contractor will ensure that each subcontractor is aware that they must comply with the City of San Antonio's Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the City.

XV.

ASSIGNMENT AND SUBCONTRACTING

15.1 CONTRACTOR 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 CONTRACTOR. CONTRACTOR, its employees or its subcontractors shall perform all necessary work.

15.2 It is City's understanding that this Agreement is made in reliance thereon that CONTRACTOR intends to use consultants in the performance of this Agreement which shall be approved by City prior to the provision of any services by said consultant.

15.3 Except as otherwise stated herein, CONTRACTOR 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, CONTRACTOR shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor CONTRACTOR, assignee, transferee or subcontractor.

15.4 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall in no event release CONTRACTOR from any obligation under the terms of this Agreement, nor shall it relieve or release CONTRACTOR from the payment of any damages to City, which City sustains as a result of such violation.

XVI.
INDEPENDENT CONTRACTOR

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

XVII.
NONDISCRIMINATION POLICY

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

17.2 The CONTRACTOR shall comply with all federal, State, or local laws, rules, and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Consistent with the foregoing, CONTRACTOR agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 C.F.R. Part 60. CONTRACTOR further agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, CONTRACTOR certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- a) Title VII of the Civil Rights Act of 1964, as amended;

- b) Section 504 of the Rehabilitation Act of 1973, as amended;
- c) The Age Discrimination Act of 1975, as amended;
- d) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688);
- e) Fair Labor Standards Act of 1938, as amended;
- f) Equal Pay Act of 1963, P.L. 88-38; and
- g) All applicable regulations implementing the above laws.

XVIII.
CONFLICT OF INTEREST

18.1 CONTRACTOR 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 collaborator or a parent or subsidiary business entity.

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

XIX.
AMENDMENTS

19.1 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 authorized representatives of both City and CONTRACTOR. The Director of the SAMHD may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XX.
SEVERABILITY

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

XXI.
LICENSES/CERTIFICATIONS

21.1 CONTRACTOR certifies that CONTRACTOR 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.

XXII.
COMPLIANCE

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

XXIII.
NONWAIVER OF PERFORMANCE

23.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the authorized representative of 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.

XXIV.
LAW APPLICABLE

24.1 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.

24.2 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.

XXV.
LEGAL AUTHORITY

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

XXVI.
PARTIES BOUND

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

XXVII.
CAPTIONS

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

XXVIII.
DEBARMENT

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

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

XXIX.
ENTIRE AGREEMENT

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

EXECUTED and **AGREED** to this the _____ day of _____, 2011.

CITY OF SAN ANTONIO

The UNIVERSITY OF TEXAS at SAN ANTONIO

Printed Name: _____
Title: **Director, San Antonio
Metropolitan Health
District**
Date: _____

Printed Name: _____
Title: _____
Date: _____

Approved as to Form:

City Attorney

ATTACHMENTS

- Attachment I – Program Budget
- Attachment II – Award Letter
- Attachment III – Special Provisions

ATTACHMENT I
Budget

Contract Scope of Work Reference	Deliverables	Fee per deliverable	Anticipated Completion Date (Dates are tentative depending on the availability of data)
3.3.1	Throughout the duration of the agreement: <ul style="list-style-type: none"> • Attend monthly Food Policy Council meetings and provide regular reports regarding the progress made in the project • Prepare and submit monthly progress report to both the San Antonio metropolitan health District and the Food Policy Council by no later than the 10th of each month. 		
3.3.2	<u>Component #1</u> Identify populations and areas within Bexar County/San Antonio who are at highest risk of food insecurity.	\$12,500.00	09/30/11
3.3.1.(a)	<ul style="list-style-type: none"> • Determine and measure population risk factors for food insecurity by using the US 200 Census Summary file 3 and the five year American Community Survey; 		
3.3.1 (b)	<ul style="list-style-type: none"> • Conduct a geographic Information System (GIS) analysis of the food system to generate locations of “food deserts”, or areas with poor access to certain types of food establishments within the city. 		
3.3.1 (c)	<ul style="list-style-type: none"> • Construct principle component analysis or factor analysis to combine into single numerical index of food insecurity risk. 		

	<u>Component#2</u>		
3.3.3	Construct and develop a spatially organized GIS of food resources and resources related to addressing the food system in San Antonio.		
3.3.3 (a)	<ul style="list-style-type: none"> Develop a GIS that will consist of multiple layers of information, including but not limited to locations of all food-related locations (grocery stores, restaurants, food pantries, markets, farmer markets, etc.) as point layers, census block groups and tract displaying socio-demographic conditions of the population and transportation infrastructure (highways, bus lines) 		
3.3.3 (b)	<ul style="list-style-type: none"> Attend and present the GIS (geo-database) to the Policy, programs, Measures and Evaluation committee of the Food Policy Council and the San Antonio Metropolitan Health District by <u>November 15, 2011</u> 	\$4,150.00	11/30/2011
3.3.3 (c)	<ul style="list-style-type: none"> Produce, ready for posting on the City of San Antonio's GIS portal, GIS database mapping components, including all census data and food resource locations by no later than <u>December 15, 2011</u> 	\$4,150.00	12/15/2011
3.3.3 (d)	<ul style="list-style-type: none"> Provide a GIS analysis report that includes the following: 1) a summary of the results of the data collection efforts; 2) an executive summary; 3) numerical summaries of the characteristics of the food deserts in San Antonio; and, 4) interpretation of the correspondence between the food resources and the socioeconomic conditions of the population of the city. Additionally, the report will contain recommendations on subsequent community food system components needing to be assessed, and the transcribed results of the focus groups conducted in this part of the project by <u>no later than February 15, 2012.</u> 	\$4,200.00	02/15/2012

	<u>Component #3</u>		
3.3.4	Combine, evaluate and document social determinants of food insecurity reported by members and families that belong to at-risk populations.		
3.3.4 (a)	<ul style="list-style-type: none"> • Conduct primary data collection using survey instrument based on the standardized assessment tool of Bickel et [2] and focus groups. 		
3.3.4 (b)	<ul style="list-style-type: none"> • Information will be gathered through focus groups and/or surveys and will focus on assessing environmental and economic determinants of food insecurity and attitudes related to the relationship the community and its food and food system. Information from a representative sample of the population utilizing the San Antonio Food Bank and surrounding food pantries will be collected via surveys (with a target of 200 to 400 surveys being distributed), as well as focus group (with a minimum of 40 participants). 		
3.3.4 (c)	<ul style="list-style-type: none"> • GIS data, survey data and qualitative information instruments that link health outcomes, socio-demographic information into a single geodatabase that will represent the population at the highest risk of food insecurity with the locations of standard (and even non-standard) food access will be combined. 		
3.3.4 (d)	<ul style="list-style-type: none"> • Merge data and information from secondary analysis with survey data collection. Evaluate problems related to accessing the food system, a set of potential food-oriented resources and whether individuals currently utilize those resources. 		
3.3.4 (e)	<ul style="list-style-type: none"> • CONTRACTOR will provide quarterly reports to the Food Policy Council on the status of the data collection and analysis efforts. Reports should include presentations and written statements on the progress of the project, as well as coordination with the Food Policy Council regarding feedback on the direction of the data collection effort. At least one report/meeting will focus on the use of GIS software (ArcGIS 10). Reports/meetings should occur on the following schedule, 	\$6,250.00	11/10/2011
		\$6,250.00	02/15/2012

	unless alternative dates are agreed to by the parties: <u>November 10, 2011</u> , and <u>February 15, 2012</u> .		
	<u>Component #4</u>		
3.3.5	Evaluate and provide a report detailing the methods that the residents of San Antonio/Bexar County use to help offset any food insecurity experienced by the household.	\$12,500.00	2/15/2012
3.3.5 (a)	<ul style="list-style-type: none"> Gather data on programs that food insecure households participate in through a survey instrument or if they participate in other non-governmental programs that offset any food insecurity related needs; 		
3.3.5 (b)	<ul style="list-style-type: none"> Utilize focus groups and a comprehensive listing of food-related programs throughout the city and their purposes, target populations and recruitment strategies to make its evaluation. CONTRACTOR will provide a listing of services and locations used by the survey respondents. 		
3.3.5 (c)	<ul style="list-style-type: none"> Provide the Food Policy Council with a summary report utilizing individual-level data from focus groups and numerical summaries of survey responses and will make raw data available, upon request of the Food Policy Council, for use in identifying policy objectives directly relevant to the local community no later than <u>February 15, 2012</u>; 		
	TOTAL AMOUNT OF AGREEMENT:	\$50,000.00	



THIS AWARD IS ISSUED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND IS SUBJECT TO SPECIAL HHS TERMS AND CONDITIONS AS REFERENCED IN SECTION III

Grant Number: 1U58DP002453-01 REVISED

Principal Investigator(s):
Jennifer Herriott

Project Title: CATEGORY A: COMMUNITIES PUTTING PREVENTION TO WORK

FERNANDO GUERRA
SAN ANTONIO METROPOLITAN HEALTH
332 WEST COMMERCE STREET
SAN ANTONIO, TX 78205

Budget Period: 03/19/2010 – 03/18/2012
Project Period: 03/19/2010 – 03/18/2012

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to SAN ANTONIO METROPOLITAN HEALTH DISTRICT in support of the above referenced project. This award is pursuant to the authority of 301A, 311BC, 317K2(42USC241A, 243BC247BK2) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Tracey M Sims
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U58DP002453-01 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	\$704,886
Fringe Benefits	\$259,587
Personnel Costs (Subtotal)	\$964,473
Supplies	\$869,280
Travel Costs	\$32,747
Other Costs	\$3,844,768
Consortium/Contractual Cost	\$9,720,053

Federal Direct Costs	\$15,431,321
Federal F&A Costs	\$181,032
Approved Budget	\$15,612,353
Federal Share	\$15,612,353
TOTAL FEDERAL AWARD AMOUNT	\$15,612,353

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

Fiscal Information:

CFDA Number: 93.724
 EIN: 1746002070A2
 Document Number: 002453CW10

IC	CAN	2010
DP	9391055	\$15,612,353

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$15,612,353	\$15,612,353

CDC Administrative Data:
 PCC: / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U58DP002453-01 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U58DP002453-01 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – DP Special Terms and Conditions – 1U58DP002453-01 REVISED

AMENDMENT No 6.

ADDITIONAL TERMS AND CONDITION OF THE AWARD:

Note 1. This amended award recommends approval for the redirection of funds as requested in correspondence dated, April 28, 2011. The proposed activities and justification are consistent with the intent of the CPPW Communities Putting Prevention to Work Category A: Obesity Program, Funding Opportunity Announcement DP09-912ARRA.

Note 2. Funds will be allocated as follows:

Supplies
\$869,280.00
Travel
\$32,747.00
Other
\$3,844,768.
Contractual
\$9,720,053.

Note 3. All the other terms and conditions issued with the original award will remain in full effect throughout the budget period

PLEASE REFERENCE THE AWARD NUMBER ON ALL CORRESPONDENCES

AMENDMENT #5.

1. The purpose of this amended Notice of Award is to approve the revised budget dated September 28, 2010. The activities and budgets associated with the submission are incorporated into this award.

2. The allocated dollars in the amount of \$5,915,853.00 in the "Other" cost category has been moved to the "Contractual" cost category.

The following will need to be provided to the Procurement and Grants Office within the next 30 days:

- Name of contractor
- Method of selection
- Period of performance
- Method of accountability
- Scope of Work
- Itemized budget

Note: The information is required to be submitted to the Procurement and Grants Office within the next 30 days, however, you are authorized to start the contractual work.

3. All other terms and conditions remain unchanged.

AMENDMENT 4

This revised Notice of Award is issued to approve the revised budget dated August 17, 2010. The activities and budget associated with this submission are incorporated into this award.

All other terms and conditions remain unchanged.

STAFF CONTACTS

Grants Management Specialist: Tracey M Sims
Centers for Disease Control and Prevention
Procurement and Grants Office
Koger Center, Colgate Building
2920 Brandywine Road, Mail Stop E-09
Atlanta, GA 30341
Email: tsims3@cdc.gov Phone: 770-488-2739 Fax: 770-488-2777

SPREADSHEET SUMMARY

GRANT NUMBER: 1U58DP002453-01 REVISED

INSTITUTION: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

<i>Budget</i>		<i>Year 1</i>
Salaries and Wages	\$704,886	
Fringe Benefits	\$259,587	
Personnel Costs (Subtotal)	\$964,473	
Supplies	\$869,280	
Travel Costs	\$32,747	
Other Costs	\$3,844,768	
Consortium/Contractual Cost	\$9,720,053	
TOTAL FEDERAL DC	\$15,431,321	
TOTAL FEDERAL F&A	\$181,032	
TOTAL COST	\$15,612,353	

Special Provisions

The University of Texas at San Antonio (the CONTRACTOR) agrees and understands that funds for this project come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (ARRA, or the "Recovery Act"). The CONTRACTOR understands that the San Antonio Metropolitan Health District (SAMHD) is the direct grantee of funds and must adhere to grant requirements imposed by the U.S. Department of Health and Human Services (HHS), the Centers for Disease Control and Prevention (CDC) and standard terms and conditions under ARRA (Public Law 111-5). The CONTRACTOR understands that as a subrecipient of these funds it must comply with timelines and requirements in coordination with SAMHD in order to meet grant requirements.

As such, the CONTRACTOR agrees that it will comply with all applicable requirements and provisions of ARRA, as well as terms and conditions from HHS and the CDC, including but not limited to those articulated below:

I.
Standard Terms and Conditions for the
American Recovery and Reinvestment Act of 2009
and
U.S. Department of Health and Human Services /
Centers for Disease Control and Prevention

1.1 Generally: SAMHD as an HHS grantee must comply with all terms and conditions outlined in its grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, unless they conflict or are superseded by terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements. The CONTRACTOR, as subrecipient, must comply with all requirements for subrecipients and provide reporting and documentation to support SAMHD's requirements under the grant award. In addition to the standard terms and conditions of award, recipients and subrecipients receiving funds under Division A of ARRA must abide by the general terms and conditions set out below.

1.2 Preference for Quick Start Activities: In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

1.3 Limit on Funds: None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

1.4 One-time Funding: Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

1.5 Civil Rights Obligations: Recipients and subrecipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

1.6 Disclosure of Fraud or Misconduct: Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

1.7 Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards:

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements", as applicable, and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Subrecipients are required to include on their SEFA information specific identification of Recovery Act funding similar to the requirements for the recipient SEFA described above. This

information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

1.8 Wage Rate Requirements:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

1.9 Inventions: Acceptance of grant funds obligates recipients to comply with the standard patents rights clause in 37 CFR 401.14.

1.10 Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer as appropriate, such as:

“This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.”

1.11 Conference Disclaimer and Use of Logos:

(a) Conferences: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda and Internet sites:

“Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily represent the official policies of the Department of Health and Human Services, nor does mention of trade

names, commercial practices, or organizations imply endorsement by the U.S. Government.”

(b) Logos: Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. Unauthorized use of the HHS name and logo by a non-federal entity is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Neither the HHS nor the CDC logo can be used for conference materials under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

1.12 Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000.00 or more per unit. However, consistent with recipient policy, a lower threshold may be established upon submission to the Grant Management Officer to reflect recipient organization policy.

The grantee may use its own property management standards and procedures provided it observes the provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110, and 45 CFR Part 92:

OMB Circular A-110, sections 31 and 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other non-profit organizations. <http://www.whitehouse.gov/omb/circulars/a110/a110.html>

45 CFR Part 92.31 and 92.32 provides uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. http://access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

1.13 Trafficking in Persons: This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22U.S.C. 7104). For the full text of the award term and condition, go to: [http://www.cdc.gov/od/pgo/funding/grants/Award Term and Condition for Trafficking in Persons.shtm](http://www.cdc.gov/od/pgo/funding/grants/Award%20Term%20and%20Condition%20for%20Trafficking%20in%20Persons.shtm)

1.14 Acknowledgement of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of Federal funds for the project or program, and (3)

percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.15 Lobbying: Federal law prohibits award recipients and sub-contractors from using Federal funds for lobbying Congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature.

This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying. That is lobbying for or against pending legislation, as well as indirect or grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal, state, or local levels to urge support of, or oppositions to, pending legislative proposals is prohibited.

Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and grass roots activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

All reported activity under the Communities Putting Prevention to Work (CPPW) Communities Initiative, including Recovery Act reporting, must be activity that is consistent with Federal law.

For additional guidance, please refer to the Funding Opportunity Announcement, Additional Requirement #12 on lobbying restrictions and 31 U.S.C. Section 1352; 18 U.S.C. Section 1913.

II. Audit Requirements

2.1 An organization that expends \$500,000.00 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

2.2 Subrecipients receiving CDC funds must also meet these requirements (if the total Federal grant or grant funds received exceed \$500,000.00). In instances of noncompliance with

Federal law and regulations, the subrecipient must take appropriate corrective action within six months after receipt of the audit.

2.3 If a subrecipient is not required to have a program-specific audit, the grantee (SAMHD) is still required to perform adequate monitoring of subrecipient activities. Subrecipient shall cooperate with all such activities. Additionally, the subrecipient agrees to permit independent auditors to have access to subrecipient records and financial records as necessary.

III. Reporting Requirements

In addition to those requirements set out in the Interdepartmental Agreement, and above in section 1.7, the following reporting requirements apply to this project:

3.1 Recipients of Federal awards from funds authorized under Division A of the ARRA must comply with all requirements specified in Division A of the ARRA, including reporting requirements outlined in Section 1512 of the Act. For purposes of reporting, recipients must report on ARRA subrecipient (sub-grantee and subcontractor) activities as specified below, and subrecipient agrees to cooperate with SAMHD in providing information as necessary for SAMHD to comply with the following requirements:

Not later than 10 days after the end of each calendar quarter, starting with the quarter ending March 31, 2010, and reporting by April 10, 2010, SAMHD must submit quarterly reports to HHS that will be posted to Recovery.gov, containing the following information:

- (a) the total amount of ARRA funds under this award;
- (b) The total amount of ARRA funds received under this award that were obligated and expended to projects or activities;
- (c) The amount of unobligated award balances;
- (d) A detailed list of all projects or activities from which ARRA funds under this award were obligated and expended, including:
 - (1) the name of the project or activity;
 - (2) a description of the project or activity;
 - (3) an evaluation of the completion status of the project or activity;
 - (4) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and,
 - (5) for infrastructure investments made by State or local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under the Recovery Act, and the name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (e) Detailed information on any sub-awards (subcontracts or sub-grants) made by the grant recipient to include data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
 - (1) For any sub-award equal to or larger than \$25,000.00, the following information:

- (i) the name of the entity receiving the sub-award;
 - (ii) the amount of the sub-award;
 - (iii) the transaction type (the North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number);
 - (iv) program source;
 - (v) an award title descriptive of the purpose of each funding action;
 - (vi) the location of the entity receiving the award;
 - (vii) the primary location of performance under the award, including the city, State, congressional district, and country; and
 - (viii) a unique identifier of the entity receiving the award, and the parent entity of the recipient, should the entity be owned by another entity.
- (f) All sub-awards less than \$25,000.00, or to individuals, may be reported in the aggregate, as prescribed by HHS.
- (g) Recipients must account for each ARRA award and sub-award (sub-grant and subcontract) separately. Pooling of ARRA award funds with other funds for drawdown or other purposes is not permitted.
- (h) Recipients must account for each ARRA award separately by referencing the assigned CFDA number for each award.

4.2 UTSA agrees to provide any and all information necessary for SAMHD to complete required reports by no later than 5 days after the end of each calendar quarter.