

AN ORDINANCE 2013-08-15-0547

AUTHORIZING A ONE YEAR AGREEMENT WITH BABY CAFÉ USA, PART OF THE NATIONAL CHILDBIRTH TRUST (NCT) CHARITY, FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S USE OF THE BABY CAFÉ NAME, LOGO, AND MODEL TO PROVIDE LACTATION SERVICES TO THE SAN ANTONIO COMMUNITY WHICH MAY BE RENEWED FOR TWO SUBSEQUENT ONE YEAR TERMS.

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

WHEREAS, one of these proposals, which was authorized in May 2013, was to establish a Baby Café to improve infant nutrition in San Antonio; and

WHEREAS, Baby Cafés use an evidence-based model to promote breastfeeding through drop-in sites; and

WHEREAS, there are currently thirty-six Baby Café sites across the United States; and

WHEREAS, Baby Café sites seek to help mothers in all aspects of breastfeeding and provide support from peers, professionals, and support groups in a relaxed, informal environment; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee is authorized to execute a one year agreement with Baby Café USA, part of the National Childbirth Trust (NCT) charity, for the San Antonio Metropolitan Health District's use of the Baby Café name, logo, and model to provide lactation services to the San Antonio community which may be renewed for two subsequent one year terms. A copy of said agreement is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Funding in the amount of \$350.00 for this ordinance is available in Fund 29658000, Internal Order 836000000013 and General Ledger 5203050, as part of the Fiscal Year 2013 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Baby Cafe, USA and should be encumbered with a purchase order.

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

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

PASSED AND APPROVED this 15th day of August, 2013.



M A Y O R

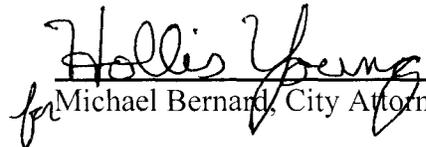
Julián Castro

ATTEST:

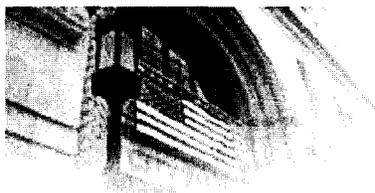


Leticia M. Vacek, City Clerk

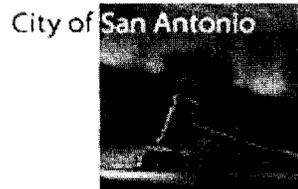
APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 24

Name:	5, 6, 7, 8, 10, 11, 12, 13, 14, 18, 19, 21, 23, 24						
Date:	08/15/2013						
Time:	09:30:16 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a one year agreement with Baby Café USA , part of the National Childbirth Trust charity, for the San Antonio Metropolitan Health District's use of the Baby Café name, logo, and model to provide lactation services to the San Antonio community which may be renewed for two subsequent one year terms. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Public Health Director]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

License Agreement Baby Café/Local drop-in centre

This agreement grants a license from the Baby Café, part of NCT charity (the Licensor referred to as ‘the Charity’) and the City of San Antonio on behalf of the San Antonio Metropolitan Health District (the Licensee). The agreement specifies the operating conditions and responsibilities of both parties regarding the use of trademarks and the services provided.

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We, the undersigned licensees, agree to the following (1-8):

1. NAME & LOGO

The Baby Café drop-in staff will be entitled to use appropriate names and logos to promote the Baby Café or Baby Café Local drop-in subject to the following conditions:

- 1.1. Recognize that The Baby Café, with its name and visual representation, is a protected brand; indicative of breastfeeding, excellence, quality, style and an informal, relaxed atmosphere.
- 1.2. Will use the Baby Café and Baby Café Local artwork according to the guidelines laid out in the manual and will not alter artwork in any way.
- 1.3. Will use the Baby Café/Local name and logo only for the purpose of the drop-in, unless authorized by the Charity to use it for other, related projects.
- 1.4. Will use merchandise that displays the Baby Café/Local name and logo only if it has been purchased through the Charity, or have had express approval from the Charity to produce own materials.
- 1.5. Will display a valid certificate presented by the Charity at every drop-in session, entitling use of Baby Café/Local name.

2. ON COMMENCEMENT OF ACTIVITIES (Funding and financial arrangements)

We will:

- 2.1. Have secured funding for the period covered by this non exclusive¹ license agreement – to include the initial royalty² fee (known as the Application/Renewal Fee) of \$350.00, venue, staff, resources, refreshments, publicity and equipment.

¹ The term ‘non exclusive’ means the Charity reserves the right to grant multiple licenses, i.e. to more than one drop-in centre.

² The term ‘royalty’ means you are purchasing a license to distribute something which the Charity created and for which it holds intellectual property rights.



- 2.2. Have complied with the Baby Café's ethical policy in acquiring funding, i.e. meet all requirements of the 1981 WHO *International Code of Marketing of Breastmilk Substitutes* and all subsequent WHA resolutions.

3. COMMUNICATION WITH BABY CAFÉ TEAM

We will:

- 3.1. Keep the Baby Café informed of any changes in our details.
- 3.2. Regularly access website and read key updates, bulletins and newsletters.
- 3.3. Maintain records and return annual evaluation report to Baby Café.
- 3.4. Pay the annual renewal royalty fee (known as the Renewal Fee) if both parties agree to renew this agreement. The Charity reserves the right to review the level of this fee on an annual basis.
- 3.5. Pay the administration fee incurred if Renewal Fee or annual evaluation report is late. See website www.thebabycafe.org for up-to-date rates.
- 3.6. Maintain communication links with Baby Café and respond to any official communication within 30 days.

4. IMPLEMENTING MODEL OF CARE

The guidance document for running a Baby Café or Baby Café Local drop-in is the Baby Café Facilitator's Handbook and website updates to this. It is issued once application has been accepted and Application/Renewal Fee received.

We guarantee that:

- 4.1. Facilitator has specific skills and training in breastfeeding (listed on application form)
- 4.2. All staff will undergo appropriate training and continuing professional development for their role.
- 4.3. All stakeholders are in full support of the Baby Café or Baby Café Local drop-in being run according to the Charity's objects. These are listed on the website www.thebabycafe.org
- 4.4. We will implement all Baby Café policies that pertain to drop-ins. These are listed on the website www.thebabycafe.org
- 4.5. Venue is suitable for running a drop-in, serving refreshments and creating a safe environment.
- 4.6. Appropriate insurance is in place – to cover venue and all staff.
- 4.7. Risk assessment procedures will be implemented where necessary.
- 4.8. Safeguarding measures are in place and that all staff and volunteers will be appropriately recruited checked, trained and supervised in accordance with current legislation and recommendations.
- 4.9. We will comply with Baby Café's monitoring procedures.
- 4.10. Appropriate and confidential records will be maintained.
- 4.11. The Baby Café Facilitator's Handbook will be available for reference at each session.
- 4.12. The Baby Café key concepts will be adhered to, i.e. the Baby Café/Local drop-in will be:
 - 4.12.1. A service for pregnant and breastfeeding mothers.
 - 4.12.2. Run in a comfortable, café style environment.

babycafé

- 4.12.3. A centre of excellence.
- 4.12.4. A place where breastfeeding and the breastfeeding relationship, at whatever stage, is valued, respected and protected.
- 4.12.5. A place where breastfeeding is viewed as part of everyday family life.

4.13. All resources will:

- 4.13.1. Present a balanced and informative case for the benefits of a particular practice or attitude.
- 4.13.2. Aid the reader in making informed decisions.
- 4.13.3. Support, protect and promote breastfeeding and the breastfeeding relationship.

5. VOLUNTEERS

Volunteer staff (e.g. peer mentors, trained breastfeeding supporters, porters, general helpers):

- 5.1. Are aware of the importance of promoting, protecting and supporting breastfeeding.
- 5.2. Will have undergone training and have regular update sessions appropriate to their role, e.g. peer mentoring course, safeguarding.
- 5.3. Will have access to the Baby Café Facilitator's Handbook, update bulletins and newsletters.
- 5.4. Have defined responsibilities and remit of work, in accordance with Baby Café's guidelines - currently listed on website www.thebabycafe.org
- 5.5. Will be working under the supervision of the facilitator.
- 5.6. Will be paid 'out-of-pocket' expenses, in line with the funder's expenses policy.

6. PUBLICITY

We will:

- 6.1. Be pro-active in making clients aware of our services.
- 6.2. Officially open the Baby Café drop-in by holding a local media launch.
- 6.3. Liaise with the Baby Café if we have plans for, or are approached about, any national publicity, e.g. newspapers, television, professional journals, magazines.
- 6.4. Use the Baby Café artwork on all materials [see clause 1 above].

7. LENGTH OF CONTRACT

This agreement will be for a period of one year, thereafter, upon agreement of the parties, this agreement may be renewed for two additional one year terms. The Director of the San Antonio Metropolitan Health District shall execute renewals on behalf of the licensee without further City Council action, subject to appropriation of funds therefore.

[see clause 3.4 above].

8. TERMINATION OF CONTRACT

The Charity reserves the right to terminate this contract for breach of any of the terms and conditions stipulated in paragraphs 1 to 7 above.

