MH/mgc
04/12/07
Item # 15

AN ORDINANCE 2007-04-12-0408

AUTHORIZING THE ACCEPTANCE OF UP TO $2,504,144.78 FROM THE DEPARTMENT OF THE AIR FORCE TO CONTINUE FUNDING THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S PUBLIC CENTER FOR ENVIRONMENTAL HEALTH FOR THE PERIOD OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2011; AND APPROVING AN AGREEMENT WITH THE U.S. DEPARTMENT OF THE INTERIOR'S U.S. GEOLOGICAL SURVEY (USGS) IN THE AMOUNT OF $59,210.00 FOR USGS TO PROVIDE WATER DATA COLLECTION AND MONITORING ACTIVITIES AT LEON CREEK DURING THE PERIOD OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007.

* * * * *

WHEREAS, through Ordinance No. 94645, passed and approved September 27, 2001, the City entered into a ten year cooperative agreement with the Secretary of the Air Force for the San Antonio Metropolitan Health District (SAMHD) to establish and operate the Public Center for Environmental Health (PCEH); and

WHEREAS, since it's creation in 1916, Kelly Air Force Base used thousands of gallons of fuels, oils, solvents, and other petroleum products, thereby releasing industrial chemical contaminants into the environment; and

WHEREAS, the PCEH conducts scientific studies to determine the possible health impact from exposure to environmental contamination that may have been experienced by residents located near the former Kelly Air Force Base; and

WHEREAS, in 2001 the Department of the Air Force set aside up to five million dollars to be allocated over a ten year period for the PCEH to study possible harmful effects of chemical releases from the former Kelly Air Force Base; and

WHEREAS, funding for each year must be requested and approved by the Department of the Air Force; and

WHEREAS, one of the PCEH projects involves monitoring the water flowing through Leon Creek at locations upstream and downstream from Kelly Air Force Base for which this ordinance will approve a renewal of a contract with the U.S. Geological Survey; **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 accept the balance of up to $2,504,144.78 from the Department of the Air Force under a cooperative agreement to continue funding the San Antonio Metropolitan Health District's Public Center for Environmental Health for the period October 1, 2006 through September 30, 2011. A copy of the budget approval letter for fiscal year 2007 is attached hereto and incorporated herein for all purposes as Attachment I.

MH/mgc
04/12/07
Item # 15

SECTION 2. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is further authorized to execute an agreement with the U.S. Department of the Interior's U.S. Geological Survey (USGS) in the amount of $59,210.00 for USGS to provide water data collection and monitoring activities at Leon Creek during the period October 1, 2006 through September 30, 2007. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment II.

SECTION 3. Fund 26032000 entitled Department of Defense and Internal Order 136000000348 entitled PCEH 2006-07, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this funding.

SECTION 4. The 2007 budget in the amount of $600,000.00, which is attached hereto and incorporated herein for all purposes as Attachment III is approved and adopted for entry in the City books.

SECTION 5. The personnel complement which is attached hereto and incorporated herein for all purposes as Attachment III is approved.

SECTION 6. The sum of $59,210.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5201040 entitled Fees to Professional Contractors. Payment is authorized to the USGS.

SECTION 7. The Director of the San Antonio Metropolitan Health District is hereby authorized to negotiate and execute remaining programmatic budgets in an amount not to exceed $1,904,144.78.

SECTION 8. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 9. This ordinance shall be effective on and after April 22, 2007.

PASSED AND APPROVED this 12th day of April, 2007.

M A Y O R

PHIL HARDBERGER

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
for City Attorney

Agenda Voting Results

Name: CONSENT AGENDA, except for Item: 20.

Date: 04/12/07

Time: 03:44:05 PM

Vote Type: Multiple selection

Description:

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4	Not present			
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

Attachment I

DEPARTMENT OF THE AIR FORCE
AIR FORCE REAL PROPERTY AGENCY

MAR 12 2007

AFRPA COO/KELLY
143 Billy Mitchell Blvd. Suite 1
San Antonio TX 78226-1816

Ms. Kyle Cunningham
Program Manager
Public Center of Environmental Health
2513 Kennedy Circle, Building 180, Suite 105
Brooks City-Base, Texas 78235

SUBJECT: Response to PCEH FY07 Budget Submission

We have reviewed the revised FY07 PCEH budget in the amount of $600,000.00 (SIX HUNDRED THOUSAND DOLLARS) for the period of 01 October 2006 through 30 September 2007 and we approve this buget:

This budget approval includes $78,499.98 (SEVENTY EIGHT THOUSAND FOUR HUNDRED NINETY NINE DOLLARS AND NINETY EIGHT CENTS) from the FY06 project requests that were approved in FY06 but never utilized, and for $521,500.02 (FIVE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS AND TWO CENTS) of new funding from FY07.

Changes to the budget and programmatic changes shall be made in accordance with the Cooperative Agreement, dated 27 September 2001, Sections 402, 716 and 32 C.F.R. Section 33.30. Changes that are inconsistent with these cited sections should not be made without prior written approval of the Air Force.

If you have any questions, please contact Ms. Larisa Dawkins, at 925-3026.

Sincerely

Adam G. Antwine

ADAM G. ANTWINE
Senior Representative

Attachments:
FY07 Approved Budget

Cc:
Ms. Melanie Retsema
Ca File

CMS or Ordinance Number: OR00000200704120408

TSLGRS File Code: 1000-05

Document Title:
ORD - 00000200704120408

Ordinance Date: 4/12/2007

CMS or Ordinance Number: CN4600005789

TSLGRS File Code:1000-25

Document Title:
CONT - 4600005789

Commencement Date: 10/1/2006

Expiration Date: 9/30/2007

Agreement #: 07C4TX142000000
Customer #: TX142
Project #: 00370
TIN #: 74-6002070
USGS DUNS #: 128821266

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Fixed Cost Agreement Yes [X] **No** [ ]

THIS AGREEMENT is entered into as of the **1st** day of **October , 2006,** by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **CITY OF SAN ANTONIO, on behalf of the San Antonio Metropolitan Health District Public Center for Environmental Health**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **water-quality data collection activities**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00

(a) **$0** by the party of the first part during the period **October 1, 2006** to **September 30, 2007**

(b) **$59,210** by the party of the second part during the period **October 1, 2006** to **September 30, 2007**

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
Continued

U. S. Department of the Interior
U. S. Geological Survey
Joint Funding Agreement

Agreement #: 07C4TX142000000
Customer #: TX142
Project #: 00370
TIN #: 74-6002070
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name: Michael E. Dorsey
Supervisory Hydrologic Technician
Address: U.S. Geological Survey
5563 De Zavala Rd., Suite 290
San Antonio, TX 78249
Telephone: (210) 691-9210
Fax: (210) 691-9270
Email: medorsey@usgs.gov

Customer Technical Point of Contact

Name: Kyle Cunningham
Program Manager, PCEH
Address: SAMHD
2513 Kennedy Cir., Ste.105
Brooks City-Base, TX 78235-5116
Telephone: (210) 532-5471
Fax: (210) 532-3747
Email: kcunningham@sanantonio.gov

USGS Billing Point of Contact

Name: Dolores G. Stoner
Administrative Officer
Address: U.S. Geological Survey, TX WSC
8027 Exchange Dr
Austin, TX 78754
Telephone: (512) 927-3549
Fax: (512) 927-3590
Email: dgstoner@usgs.gov

Customer Billing Point of Contact

Name: Kyle Cunningham
Program Manager, PCEH
Address: SAMHD
2513 Kennedy Cir., Ste. 105
Brooks City-Base, TX 78235-5116
Telephone: (210) 532-5471
Fax: (210) 532-3747
Email: kcunningham@sanantonio.gov

U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR

Signature

By _____ Date 8/28/06
Name: Robert L. Joseph
Title: Director

CITY OF SAN ANTONIO

Signatures

By _____ Date 4/26/07
Name: Fernando A. Guerra, MD, MPH
Title: Director of Health

ATTEST: By _____ Date 4-30-07
Name: Leticia M. Vacek
Title: City Clerk

APPROVED AS TO FORM: By _____ Date 4/24/07
Name: Michael D. Bernard
Title: City Attorney

ATTACHMENT FOR TX142

STATION NUMBER	DESCRIPTION	NO. UNITS	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
003: WATER QUALITY					
08181445	Leon Creek at Hwy 90 at San Antonio, TX Temp., Cond., pH Monitor (3-Parm)	1	$0	$24,810	$24,810
08181480	Leon Creek at IH 35 at San Antonio, TX Temp., Cond., pH, Diss. Oxy. Monitor (4-Parm)	1	$0	$34,400	$34,400
	WATER QUALITY TOTAL:		$0	$59,210	$59,210

PROJECT	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
WATER QUALITY: 003	$0	$59,210	$59,210
TOTAL	$0	$59,210	$59,210

ATTACHMENT III
Public Center for Environmental Health
Fund Center 3611130000
Functional Area 3600300000030007

ESTIMATED REVENUES	SAP GL No.	CURRENT BUDGET
DoD through the Air Force 2006-2007	4501130	600,000.00
Interest Earned	4901100	0.00
Total Estimated Revenues		$ 600,000.00

APPROPRIATIONS

2006-2007 PCEH
Cost Center: 3611130002 — 10/01/06 to 09/30/07
Internal Order: 136000000348

Regular Salaries & Wages	5101010	165,790
FICA & Medicare	5103005	12,685
Life Insurance	5103010	300
Personal Leave Buy Back Pay	5103035	3,000
Transportation Allowance (Parking)	5103056	-
Education/Training	5103065	3,000
Flex Spending Account	5104030	32,232
TMRS	5105010	20,245
Fees to Professional Contractors	5201040	25,000
Fees to Professional Contractors - PROJECTS	5201040	289,163
Procurement Fee	5203030	-
Membership Dues & Licenses	5203050	-
Binding, Printing & Reproduction	5203060	-
Subscriptions to Publications	5203070	-
Transportation Fees (Mileage)	5203090	-
Maintenance & Repair - Commercial	5204020	250
Maintenance & Repair - Bldgs & Improvements	5204050	-
Rental of Equipment	5204070	1,900
Maintenance & Repair - Mach & Equip	5204080	250
Maintenance & Repair - Auto	5204090	250
Mail and Parcel Post Service	5205010	40
Travel - Official	5207010	4,000
Maintenance & Repair Mat. - Automotive	5301020	250
Maintenance & Repair Mat. - Mach & Equip	5301030	250
Office Supplies	5302010	500
Clothing & Linen	5304005	-
Food	5304020	-
Tools, Apparatus & Accessories	5304050	-
Computer Software	5304075	1,980
Workers Compensation Claim	5402520	915
Phone & Fax Services	5403010	13,200
Rental of Pagers	5403030	-
Cellular Phones	5403040	-
Automatic Data Processing Services	5403520	4,560
Motor Fuel & Lubricants	5403545	1,200
Vehicle Management Fee	5404510	90
Indirect Cost	5406530	18,950
Computer Equipment	5501000	-
Total Appropriations		600,000

PERSONNEL COMPLEMENT:

Cost Center 3611130002		PREVIOUS POSITIONS	ADD (DEDUCT)	CURRENT POSITIONS
Administrative Assistant II	0041	1	0	1
Health Program Manager	0206	1	0	1
Epidemiology Program Manager	0252	1	0	1
Special Projects Officer	0865	1	0	1
Special Projects Coordinator	0870	1	0	1
Fiscal Officer (FTE .40)	0892	1	0	1
Total:		6	0	6

CMS or Ordinance Number: CN0040000373

TSLGRS File Code:1025-08-A

Document Title:
CONT - Department of the Air Force - PCEH 10/01/2001 to 09/30/2011
Year 6 of a 10 year cooperative agreement

Commencement Date: 10/1/2001

Expiration Date: 12/31/2011

DEPARTMENT OF THE AIR FORCE
AIR FORCE REAL PROPERTY AGENCY
CERTIFIED MAIL RECEIPT # 7006 2150 0003 9767 5516

JUL 12 2007

AFRPA COO/KELLY
143 Billy Mitchell Blvd, Suite 1
San Antonio, TX 78226-1816

Ms. Kyle Cunningham
Program Manager
Public Center for Environmental Health
2513 Kennedy Circle, Building 180, Suite 105
Brooks City-Base, Texas 78235

SUBJECT: Response to PCEH FY08 Budget Submission

We have reviewed the proposed FY08 budget for PCEH and your request for option year extension in the amount of $800,000.00 (EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS) for the period of 01 October 2007 through 30 September 2008. We have approved the budget request with stipulations stated below:

The budget is approved for $793,000.00 (SEVEN HUNDRED AND NINETY-THREE THOUSAND DOLLARS AND NO CENTS) of new funding for FY08. The difference between the PCEH budget requested amount and the approved amount is due to an adjustment to the salary section of the budget. All salaries were estimated on the budget proposal, the approved budget took into account the current salaries for the current employees for FY07 and provided a three percent increase over the current salary amounts in anticipation of the City of San Antonio's annual payroll increase.

Changes to the budget and programmatic changes shall be made in accordance with the Cooperative Agreement, dated 27 September 2001, Sections 402, 716 and 32 C.F.R. Section 33.30. Changes that are inconsistent with these cited sections should not be made without prior written approval from the Air Force.

If you have any questions, please contact Ms. Larisa Dawkins, at 925-3026.

Sincerely

Adam G. Antwine

ADAM G. ANTWINE
Senior Representative

Attachments:
FY08 Approved Budget Estimation sheet

Cc:
Ms. Melanie Retsema
CA File

BUDGET ESTIMATION FY08

GL ACCOUNT	LINE ITEM	DESCRIPTION	hrs	COST	QUANTITY	TOTAL
5101010	Salary & Wages					
	Kyle Cunningham	Health Program Manager	1352	$ 57,838.65	65%	$ 37,595.12
	Melanie Rodriguez	Epid. Program Manager	1872	$ 51,187.29	90%	$ 46,068.56
	Kristen Lagow	Special Projects Coordinator	728	$ 47,936.74	35%	$ 16,777.86
	Grace Martinez	Administrative Assistant	1560	$ 29,748.57	75%	$ 22,311.43
	VACANT	Fiscal Officer	832	$ 37,441.65	40%	$ 14,976.66
	Robert Victoria	Special Projects Officer	1872	$ 37,650.28	90%	$ 33,885.25
			8216		395%	$ 171,614.89
5103005	Social Security	7.65% of salaries		$ 171,614.89	0.0765	$ 13,128.54
5105010	TMRS	12.21% of Salaries		$ 171,614.89	0.1221	$ 20,954.18
5104030	Group Health Insurance	$680 per employee per month		395%	$ 8,160.00	$ 32,232.00
5103010	Life Insurance	salary/1000*.15*12		$ 171,614.89		$ 308.91
5405020	worker's Comp					$ 914.00
5103035	Personal Leave Buy-Back	Based on CoSA personal leave table				$ 3,000.00
				Personal Services		$ 242,152.51
5403010	Communications - Telephone	Telephones at Brooks		$ 1,100.00	12	$ 13,200.00
5205010	Mail and Parcel Services	US postal service		$ 0.40	200	$ 80.00
5207010	Travel	with prior approval		$ 6,000.00	1	$ 6,000.00
5201025	Education	with prior approval		$ 6,000.00	1	$ 6,000.00
5205020	Rental of Equipment	Copier Machine		$ 158.18	12	$ 1,900.00
5201440	Maint and Reapir - Misc	Estimated cost of misc./carwash for vehicle		$ 250.00	1	$ 250.00
5302410	Maint and Repair - Parts			$ 250.00	1	$ 250.00
5201430	Maint and Repair - Labor			$ 250.00	1	$ 250.00
5404510	Auto Admin Charges	CoSA cost of $7.50 per month		$ 7.50	12	$ 90.00
5201040	Fees to Professional Contractors	Audit Fee - Major program		$ 25,000.00	1	$ 25,000.00
5201040	Fees to Professional Contractors - Projects					
		Creek Comparison Study - SA River Basin including Leon Crk		$ 40,000.00	1	$ 40,000.00
		Well Plugging - Shallow wells (SAWS)		$ 35,000.00	1	$ 35,000.00
		Kelly Area Liver Cancer Risk Analysis Study		$ 30,000.00	1	$ 30,000.00
		Follow Up on ATSDR Recommendations of East Kelly		$ 30,000.00	1	$ 30,000.00
		Community Drinking Water Project		$ 30,000.00	1	$ 30,000.00
		Environmental Health Study Bexar County		$ 115,871.61	1	$ 115,871.61
		Kelly Area Leukemia, Kidney and Lymphoma Cancer study		$ 25,000.00	1	$ 25,000.00
		Project Development		$ 29,000.00	1	$ 29,000.00
		Community Outreach/Education & Risk Communication		$ 125,000.00	1	$ 125,000.00
				Contractual Services		$ 512,891.61
5403545	Motor Fuel and Lube	Based on YTD expenses		$ 100.00	12	$ 1,200.00
5302100	Office Supplies	day to day general office supplies		$ 500.00	1	$ 500.00
5204090	Maint & Rep Parts - Automotive	Anticipated parts for maintennace of 1 vehicle		$ 250.00	1	$ 250.00
	ADP equipment charges			$ 380.00	12	$ 4,560.00
5304075	Microsoft annual license fee			$ 330.00	6	$ 1,980.00
				Commodities		$ 8,490.00
5406530	Indirect Cost	Based on CoSA cost allocation		$ 242,152.51	11.43%	$ 27,678.03
				Other Expenditures		$ 27,678.03
				Total Request and approval		$ 793,000.00

70 537.63

CMS or Ordinance Number: CN4600006206

TSLGRS File Code:1000-25

Document Title:
CONT - 4600006206

Commencement Date: 6/1/2007

Expiration Date: 5/31/2008

STATE OF TEXAS §

COUNTY OF BEXAR §

PROGRAM EVALUATION FOR SAMHD "HEALTHY START INITIATIVE"

This Agreement is entered into by and between the City of San Antonio, hereinafter referred to as "City", on behalf of the San Antonio Metropolitan Health District (SAMHD), and Vanessa Miller, hereinafter referred to as "Contractor".

I. PURPOSE

1.1 To formalize an agreement whereby Contractor will provide City with an evaluation of the SAMHD Healthy Start Initiative for the period June 1, 2007 through May 31, 2008. Healthy Start is a project to eliminate disparities in perinatal health funded by the Maternal and Child Health Bureau of the Health Resources and Services Administration (HRSA). It is anticipated that, with the concurrence of both parties, this agreement will be renewed in subsequent years as long as sufficient funding is obtained for this project and an evaluation component is needed.

II. TERM

2.1 The term of this agreement will be from June 1, 2007 through May 31, 2008

III. SERVICES TO BE PERFORMED

Contractor hereby agrees to conduct a program evaluation in accordance with the evaluation framework described in the SAMHD Healthy Start grant proposal to HRSA and includes the following:

3.1 Provide technical assistance to SAMHD regarding the design of a data collection, management, and reporting system that will be sufficient for monitoring and evaluating the accomplishment of project goals and objectives.

3.2 Train SAMHD staff and the staff of participating agencies on the evaluation method(s) that will be used for measuring the accomplishment of project goals and objectives.

3.3 Develop, maintain, and update an evaluation operations manual to be distributed to all parties of the project that will serve as a guide for project data collection and management activities.

3.4 Provide technical assistance on the development of a project operations manual.

3.5 Conduct on-going spatial and statistical analysis of project data with the data collection support of SAMHD to ensure timely reporting of project outcomes.

3.6 Conduct an on-going process evaluation using qualitative analysis of program objectives and activities as a means to obtain perspective of recipients on project services and of providers on project management and objectives.

3.7 Provide a social contextual framework for explaining disparities in perinatal and women's health.

3.8 Incorporate any new evaluation standards, criteria, and/or procedures that may be dictated by HRSA's Maternal and Child Health Bureau as a requirement of the grant.

3.9 Provide a written quarterly progress report to SAMHD outlining all Healthy Start evaluation activities conducted by the contractor. The format for the quarterly reports shall be determined by the contractor, and will be due to SAMHD following each quarter in September, December, March, and June.

3.10 Provide SAMHD support during the HRSA Performance Evaluation Process and assist in the development and implementation of an action plan following the HRSA site visit.

3.11 Conduct focus group with Healthy Start clients to obtain feedback regarding client retention.

3.12 Conduct a face to face meeting with Healthy Start staff a minimum of 6 times.

IV. CONSIDERATION

4.1 In consideration of the above-described activities provided by Contractor in connection with the activities performed under this Agreement, City agrees to pay Contractor an amount not to exceed $23,284.00 (twenty three thousand two hundred and eighty four and no/100 dollars. Contractor and City agree and understand that this is an agreement for payment of services delivered by the Contractor described in Section III above at the intervals described in 4.2 of this Section. No payments of Contractor's project related travel expenses to or from San Antonio will be made to Contractor.

4.2 City agrees to pay for services of Contractor in four installments upon receipt of an invoice submitted in accordance with this Section. Each invoice shall outline the work completed during the previous period in accordance with the stated scope of work for the contract year described in Section II above and the amount due and owing. The total payments hereunder shall not exceed $23,284.00.

Payments to Contractor will be due according to the following schedule:

September 1, 2007	$ 5,821.00
December 1, 2007	$ 5,821.00
March 1, 2008	$ 5,821.00
May 31, 2008	$ 5,821.00

4.3 SAMHD will pay hotel, air travel and registration fees for Contractor to attend required Healthy Start Conferences. Should Contractor fail to attend, Contractor agrees to reimburse SAMHD for any expenses incurred by SAMHD in regards to the required Healthy Start Conferences as mentioned above.

4.4 Contractor shall use generally accepted accounting principles, as recognized by the American Institute of Certified Public Accountants.

4.5 All payments due by City hereunder shall be mailed to:

Vanessa Miller
574 Calvert Ct.
Lewisville, TX 75067-3215

Or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

V. LOCATION WHERE SERVICES ARE TO BE PERFORMED

5.1 The program evaluation performed by the Contractor will include the entire geographical area of the project. The data collection, management and reporting system for the evaluation will be housed principally at SAMHD. The chief evaluator of the project will work from the SAMHD.

VI. COMPLIANCE

6.1 Contractor agrees to conduct services under this agreement in compliance with all Federal, State and local laws, as applicable, including the Health Insurance Portability and Accountability Act (HIPAA).

VII. INSURANCE

7.1 Any and all employees, representatives, agents or volunteers of Contractor while engaged in the performance of any work required by the City or any work related to a Lease of space, License Contract, or Concession Contract with the City shall be considered employees, representatives, agents or volunteers of Contractor only and not of the City. Any and all claims that may result from any obligation for which Contractor may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of Contractor.

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

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

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

1. Professional Liability (Claims Made Form)	$500,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

7.5 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the

replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: _SAMHD_ Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

7.7 If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

VIII. INDEMNITY

8.1 Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Coutractor, any agent, officer, director, representative, employee, Contractor or subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART

FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS Contract. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

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

IX. RELATIONSHIP OF THE PARTIES

9.1 City and Contractor agree that Contractor is an independent Contractor and that neither has authority to bind the other or hold out to third parties that it has the authority to bind the other.

9.2 Contractor also agrees that each and every person that performs services under this agreement does so on Contractor's behalf and as Contractor's agent and at all times and for all purposes remains an employee of Contractor.

X. TERMINATION

10.1 City and Contractor understand and agree that either party may terminate this agreement. Either party shall have the option of terminating this contract, without cause, by giving the other party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty days following the day on which the notice is received by the other party.

XI. CONFIDENTIAL INFORMATION

11.1 Contractor understands and agrees that during the term of this agreement, it will have access to confidential information, and in accordance therewith, agrees to abide by all statutes governing such matters.

11.2 Contractor shall establish a method to secure the confidentiality of records and other information related to activities performed under this agreement in accordance with the applicable Federal, State and Local rules and regulations. This provision shall not be construed as limiting City's right of access to records or any other information produced as a result of this agreement.

XII. DEBARMENT

12.1 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.

12.2 Contractor shall provide immediate written notice to City, in accordance with Article XXIII. 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.

XIII. LEGAL AUTHORITY

13.1 The signer of this agreement for Contractor represents, warrants, 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.

XIV. AMENDMENT

14.1 This agreement constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

14.2 Amendments or modifications to this agreement may be initiated by either party hereto provided a thirty (30) days written notice is given to the other party.

XV. ASSIGNING INTEREST

15.1 Contractor shall refrain from transferring or assigning any interest in this agreement without the prior written consent of the City.

XVI. CERTIFICATIONS

16.1 Contractor certifies that each and every person designated to provide services under this agreement has the requisite license or certification necessary to provide said service.

XVII. CONFLICT OF INTEREST

17.1 Contractor acknowledges that it is informed that the City of San Antonio City Charter prohibits contracts between City and any local public official, such as a City officer or employee, and that the prohibition extends to an officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Contractor certified, and this Agreement is made in reliance thereon, that to the best of its knowledge neither it, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the City or any of its agencies.

XVIII. RECORDS

18.1 Contractor and its agents if any, shall properly, accurately and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to or resulting from this agreement and shall make such materials available at their respective offices at all reasonable times and as often as City may deem necessary, during the term of this agreement for the purpose of accounting and audit inspections by City, or any designated representatives to audit, examine and make excerpts and/or copies of same. In the event that an overpayment is discovered by such audit, Contractor shall remit the overpaid amount to City within thirty (30) days of notice thereof.

18.2 Except as may be required by the Texas Open Records Act or other applicable law, access to records related to, or generated as a result of, this agreement shall be limited to Contractor, City or the duly designated representative of each.

18.3 Upon termination of this agreement, all documents or records produced as a result of the performance of duties hereunder shall be transferred to the City for maintenance by the San Antonio Metropolitan Health District. Contractor may maintain a file copy.

XIX. OWNERSHIP OF DOCUMENTS

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

19.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Contractor agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA). Contractor has entered into a Business Associate Agreement with the City that is attached hereto as Attachment I and incorporated herein as a part of this Agreement for all purposes.

XX. SECTARIAN ACTIVITY

20.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXI. POLITICAL ACTIVITY

21.1 None of the performances rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, 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.

XXII. NOTICES

22.1 Notices to City required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

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

AND

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

Or to such other address as may have been designated in writing by the City of San Antonio, from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Contractor at:

Vanessa Miller
574 Calvert Ct.
Lewisville, TX 75067-3215

Or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

XXIII. SEVERABILITY

23.1 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 held invalid, illegal or unenforceable there be added as a part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIV. LITIGATION

24.1 Special Provisions: Under no circumstances will the funds received under this Contract 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.

24.2 During the term of this agreement, if Contractor files and/or pursues an adversarial proceeding against the City then, at the City's option, this agreement and all access to the funding provided for hereunder may terminate if Contractor is in violation of 26.1.

24.3 Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

24.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the Contractor in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXV. TEXAS LAW

25.1 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.

XXVI. CAPTIONS

26.1 The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

XXVII. FULL AGREEMENT

27.1 This agreement, the authorizing ordinance and any exhibits 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.

EXECUTED THIS 18th day of August, 2007.

CITY OF SAN ANTONIO

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

CONTRACTOR

By: _____
Vanessa Miller, BA, BS, MSN, APRN, ABD

APPROVED AS TO FORM:

_____
Michael D. Bernard
City Attorney

Business Associate Agreement

This Business Associate Agreement ("Agreement") dated June 1, 2007 (the "Effective Date"), is entered into by and between the City of San Antonio ("Health Care Provider") and Vanessa Miller ("Business Associate").

WHEREAS, Health Care Provider is receiving and Business Associate is providing services ("Business Arrangement") that may require Business Associate to access health information that is protected by state and/or federal law;

WHEREAS, Business Associate and Health Care Provider desire that Business Associate obtain access to such information in accordance with the terms specified herein;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise specified in this Business Associate Agreement, all capitalized terms not otherwise defined shall have the meanings established for purposes of Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time. For purposes of clarification, the following terms shall have the definitions as set forth herein below:

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information as codified in 45 CFR Parts 160 and 164.

"Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information as codified in 45 CFR Parts 160 and 164.

"Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual, or with respect to which there is reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term in the Privacy Standards and in the Security Standards.

2. **Business Associate Obligations.** Business Associate may receive from Health Care Provider health information that is protected under applicable state and/or federal law, including without limitation, Protected Health Information. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or the Security Standards if the PHI were used or disclosed by Health Care Provider in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

3. **Use of PHI.** Business Associate may use PHI only (i) for the purpose of performing services for Health Care Provider as such services are defined in Business Arrangement, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Health Care Provider shall retain all rights in the PHI not granted herein.

4. **Disclosure of PHI.** Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify Health Care Provider of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards or the Security Standards; and (c) obtain reasonable assurances that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. In addition, Business Associate may disclose PHI as required by law. If Business

Associate discloses PHI received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Health Care Provider any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Health Care Provider in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.

5. **Individual Rights.** If Business Associate maintains a Designated Record Set on behalf of Health Care Provider, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by Health Care Provider. Business Associate shall respond to any request from Health Care Provider for access by an individual within five (5) days of such request and shall make any amendment requested by Health Care Provider within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual's right to have access to PHI about the individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 CFR § 164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. Health Care Provider shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Health Care Provider within five (5) days of receipt of any request for access or amendment by an individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

6. **Accounting of Disclosures.** Business Associate shall make available to Health Care Provider in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Health Care Provider's request. Such accounting must be provided without cost to the individual or to Health Care Provider if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Health Care Provider and the Health Care Provider informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting shall be provided as long as Business Associate maintains PHI.

7. **Withdrawal of Consent or Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and (i) the individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

8. **Records and Audit.** Business Associate shall make available to Health Care Provider and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Health Care Provider for the purpose of determining Health Care Provider's compliance with the Privacy Standards and the Security Standards or any other health oversight agency, in a timely a manner designated by Health Care Provider or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Health Care Provider immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

9. **Notice of Privacy Practices.** Health Care Provider shall provide to Business Associate its Notice of Privacy Practices ("Notice") when adopted and any amendments thereafter. Business Associate agrees that it will abide by the

limitations of any Notice published by Health Care Provider of which it has knowledge. An amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the receipt of such Notice.

10. **Confidentiality.** Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement.

11. **Security.** Business Associate will: implement administrative, physical, and technical safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Health Care Provider; ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the information; and report any security incidents to the Health Care Provider, in accordance with the Security Standards.

12. **Term and Termination.**

12.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this section 12, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

12.2 Health Care Provider shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

12.3 Health Care Provider, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

(a) Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) days after written notice thereof has been given to Business Associate by Health Care Provider; or

(b) A violation by Business Associate of any provision of the Privacy Standards, Security Standards, or other applicable federal or state privacy law.

12.4 Upon the termination of the Business Arrangement, either party may terminate this Agreement by providing written notice to the other party.

12.5 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Health Care Provider or to destroy all PHI received from Health Care Provider or otherwise through the performance of services for Health Care Provider, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for Health Care Provider to terminate the Business Arrangement.

13. **Miscellaneous.**

13.1 **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

HEALTH CARE PROVIDER:
City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

BUSINESS ASSOCIATE:
Vanessa Miller
574 Calvert Ct.
Lewisville, TX 75067-3215

AND

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

13.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

13.3 **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Health Care Provider shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Health Care Provider, without the prior approval of Business Associate.

13.4 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Health Care Provider relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangement or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangement comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

13.5 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

13.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

14. **Indemnification**

14.1 ***BUSINESS ASSOCIATE WILL INDEMNIFY, DEFEND AND HOLD HEALTH CARE PROVIDER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR SIMILAR BREACH BY RECIPIENTS ("CLAIM"). IF BUSINESS ASSOCIATE ASSUMES THE DEFENSE OF A CLAIM, HEALTH CARE PROVIDER SHALL HAVE THE RIGHT, AT ITS EXPENSE, TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM, AND BUSINESS ASSOCIATE SHALL NOT TAKE ANY FINAL ACTION WITH RESPECT TO SUCH CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF HEALTH CARE PROVIDER.***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Health Care Provider:
CITY OF SAN ANTONIO
San Antonio Metropolitan Health District

Fernando A. Guerra, MD, MPH
Director of Health

9-12.07
Date

Business Associate:
VANESSA MILLER

Vanessa Miller

8-24-2007
Date

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney

Dm

CMS or Ordinance Number: CN4600006207

TSLGRS File Code:1000-25

Document Title:
CONT - 4600006207

Commencement Date: 5/1/2006

Expiration Date: 6/30/2007

U.S. INSTITUTE FOR ENVIRONMENTAL CONFLICT RESOLUTION INTERGOVERNMENTAL AGREEMENT WITH TRIBAL, STATE OR LOCAL AGENCIES FOR ENVIRONMENTAL CONFLICT RESOLUTION SERVICES	1a. IAG Number:	1b. Agency Agreement Number:
	2. PMD Number: 1066PR06	3. Modification No: 1

4a. Requesting Agency and Program Office:	5a. Performing Organization:
City of San Antonio on behalf of the San Antonio Metropolitan Health District Public Center for Environmental Health 332 W. Commerce San Antonio, Texas 78205	U.S. Institute for Environmental Conflict Resolution 130 South Scott Tucson, Arizona 85701
4b. Primary Contact Name, Telephone Number, Email Kyle Cunningham, (210) 532-5765, kcunningham@sanantonio.gov	5b. Project Manager Contact and Telephone Number: Cherie Shanteau, (520) 901-8546
4c. Finance Office Contact and Billing Address (Requesting Agency): Virginia Cobarrubias City of San Antonio on behalf of the San Antonio Metropolitan Health District 332 W. Commerce San Antonio, Texas 78205	5c. Finance Office Contact and Telephone Number: Katherine McPherson, (520) 901-8516

6. Funding Authority:	
a. Previous Agreement Total:	$20,000 .00
b. New Obligation (this form):	$.00
c. Total Obligation:	$20,000.00

7. Project Name (Attach a Detailed Scope of Work):
Kelly Area Collaboration (KAC)

8. Statutory Authorization:
Environmental Policy & Conflict Resolution Act of 1998 (20USC§5601 et seq.)

9. Related Project Details:
This modification extends the agreement until June 30, 2007

10. DURATION: EFFECTIVE DATES OF PROJECT

a. Effective Date: 1 May 2006	b. Ending Date: 30 June 2007

11a. METHOD OF PAYMENT:

[x] Invoice to Agency

[ ] Deobligate Funds

11b. **TIMING OF PAYMENT:** [ ] Advanced Billing [x] Progress Billing (work completed) [x] Monthly [ ] Quarterly

12. FINANCING (REQUESTING AGENCY)	13. FINANCING (PERFORMING AGENCY)
a. DUNS No.: 121896716	a. Appropriation Symbol and Title: 95X5415 b. DUNS no. 091548250
b. Cost Center 36-11-13	c. Accounting Classification Reference Code: 95X5415T1191100
c. Internal Order Number 136000000264	d. Treasury Agency Location Code (ALC): 47-00-0016

14. APPROVAL FOR REQUESTING ORGANIZATION		15. APPROVAL FOR PERFORMING ORGANIZATION	
Signature:	Date: 12-22-06	Signature: Lynn M Gillette	Date: 11/28/06
Typed or Printed Name: Fernando A. Guerra, M.D., M.P.H.		Typed or Printed Name: Lynne Gillette	
Title: Director of San Antonio Metropolitan Health District		Title: Director of Operations	

INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS REMAIN IN EFFECT

Approved as to form:

Michael D. Bernard

11/28/2006

Kelly Area Collaboration (KAC)
Scope of Work

I. BACKGROUND

The Environmental Protection Agency (EPA) Region 6 has requested assistance in obtaining a neutral third party to facilitate public involvement activities in support of the Kelly Area Collaborative (KAC). The KAC is an EPA National Environmental Justice Project designed to address areas of public concern regarding remediation and reuse of the area surrounding the former Kelly AFB in San Antonio, Texas. The project participants, supported by EPA, providing neutral services, have conducted an assessment and designed a series of public meetings to address areas of public concern. EPA Region 6 believes that the use of a facilitator is critical to the success of the planned public meetings and discussions. The City of San Antonio on behalf of the San Antonio Metropolitan Health District (City) is a participant in the KAC and has agreed to help fund facilitation services.

This intergovernmental agreement between the U.S. Institute for Environmental Conflict Resolution (USIECR) and the City is for the conduct of the public roundtables and meetings and the production of a project report. The project is intended to provide a forum for identification and understanding of community concerns, develop recommendations for the consideration of the project participants on how to address the community, and develop a working relationship between the participants for implementation of the recommendations.

As the designated Conflict Prevention Resolution Center (CPRC) convener for this matter, David Batson assisted the City and other project participants in their consensus selection of Linda Ximenes of Ximenes & Associates, to serve as project designer and facilitator. Ms. Ximenes has worked with the participants to reach an agreement on the design and implementation plan for a series of public roundtables and meetings to discuss and compile recommendations to address public concerns. USIECR will establish and manage a contract with Ms. Ximenes for the KAC facilitation services.

II. Term

The term of this Agreement is May 1, 2006 – June 30, 2007.

III. Scope of Services

A. Selection of a Third Party Neutral:

1. USIECR will work with the project participants to establish a contract with an appropriate third party neutral.

2. USIECR will oversee contract management.

3. USIECR will evaluate the facilitation process.

B. Facilitation of Public Roundtables and Meetings

1. USIECR shall oversee the neutral third party who shall provide facilitation services in support of the KAC project as identified by all project participants.

2. At the conclusion of the facilitation, USIECR shall assure that project participants and the neutral third party will participate in filling out post-process evaluation forms.

IV. Funding

Total cost for this effort is estimated to be approximately $36,000. The City shall pay USIECR $20,000 to augment the EPA CPRC funds to meet the total estimated project cost.

V. Deliverables

A. The USIECR will provide the City with regular updates and provide a final report summarizing the outcomes of the facilitation effort, including a one page or short description of the project that describes the nature of the project, the involved parties, the process and the outcomes, and procedural lessons learned for improvements in regional practice. The project report will document community concerns and recommendations for addressing the concerns obtained from the meetings, and include a description of the agreement of the project participants, if any, on methods to implement the recommendations.

B. USIECR shall provide the neutral third party''s workplan within the schedule set out below.

C. Copies of all meeting notices, agendas and summaries and any written agreement deliverables shall be sent to the City.

Schedule:

Item	Due No Later Than:
Work Plan	10 days from contracting of neutral

VI. Contacts

City Project Manager: Kyle Cunningham, 210-532-5765, kcunningham@sanantonio.gov
CPRC Project Officer: Deborah Dalton, 202-564-2913, Dalton.Deborah@epa.gov
CPRC Technical Contact: David Batson, 202-564-5103, Batson.David@epa.gov
US Institute Technical Contact: Cherie Shanteau, 520-670-5656 shanteau@ecr.gov

INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

1. **General.**

This Intergovernmental Agreement form, the Scope of Work, Fee Schedule and other attached documents constitute an Intergovernmental Agreement between the Requesting Agency ("Agency") listed in Block 4 and the Performing Agency, U.S. Institute for Environmental Conflict Resolution ("USIECR"). This agreement is in effect when signed by both parties.

2. **Services Provided.**

USIECR shall provide case consultation, convening/assessment, mediator selection, contract administration, and/or mediation services to the parties involved in the subject dispute. Project specific details are attached to this agreement as a Scope of Work.

3. **Legislative Authority.**

This interagency agreement is governed by the Environmental Policy and Conflict Resolution Act of 1998 (20 U.S.C. § 5601 et seq., Public Law 105-156. USIECR services are also governed by the Federal Procurement Act (41 U.S.C. 423), ethics and prohibited practices Executive Order 12674, the Privacy Act, and the Freedom of Information Act.

4. **Financing.**

USIECR will submit invoices for services to the Agency on a monthly basis. Charges for services will be paid by the Agency based on actual professional fees and reimbursement of travel and other direct costs. USIECR will charge an 8% administrative fee on total costs for all contracts issued. (See Attachment A)

5. **Contract Management and Administration.**

USIECR may use the services of non-employee dispute resolution professionals on the subject dispute, as authorized by USIECR's enabling legislation. It is agreed and acknowledged that USIECR has expertise in the selection of and contracting with dispute resolution professionals, and that contractors will be used where appropriate and as agreed to in advance by the Agency. Where contracted services are involved, a general description of those services and projected costs shall be included in the Scope of Work for the project to the extent available at the time this Agreement is executed and/or reflected in a mutually agreed upon modified Scope of Work if necessary.

6. **Project Management.**

USIECR will manage the project on behalf of the requesting agency. USIECR project management duties will include soliciting conflict resolution capabilities and price quotations, issuing contracts for neutral services, financial and legal oversight, modifications to contracts, formal acceptance of services, and certifying invoices for payment.

7. **Case Evaluation**

Individuals involved in any project pursuant to this Agreement will be asked to participate in USIECR's evaluation program by responding to written questionnaires at the conclusion of the project (or at other specified times). The Agency will cooperate with USIECR in conducting evaluations of any project pursuant to this Agreement. No confidential information will be sought as part of the evaluation.

8. **Notice to CEQ**

The President's Council on Environmental Quality ("CEQ") shall be notified of any conflict resolution project undertaken by USIECR, as required by USIECR's enabling legislation. When a dispute involves more than one federal agency, USIECR will seek CEQ's concurrence regarding the use of USIECR's services.

9. **Confidentiality; FOIA Exemption**

The Agency and USIECR agree that all conflict resolution proceedings conducted pursuant to this agreement shall be governed by the confidentiality provisions of the Administrative Dispute Resolution Act of 1996 ("ADRA"), which provides generally that neither a party nor a neutral shall disclose confidential communications made for the purposes of a dispute resolution proceeding (5 U.S.C. §574), and that such communications are exempt from disclosure under the Freedom of Information Act (5 U.S.C. §574(j) ("FOIA"). Involvement of a neutral in the dispute resolution process is required for confidentiality protection. Communications from the neutral to any or all of the parties, and communications from a party to the neutral, are protected under ADRA and from FOIA requests.

10. **Impartiality of USIECR**

Agency recognizes that the impartiality and neutrality of USIECR are essential to the success of environmental conflict resolution activities being provided under this agreement. Agency acknowledges that USIECR is not acting as its agent and will cooperate as needed to maintain USIECR's impartiality.

11. **Modifications.**

Any changes in the terms of this agreement, modification of the Scope of Work, changes in the term of this agreement or the budget, etc. must be made in writing and agreed to by both the requesting and performing agencies.

12. **Cancellation.**

This agreement is subject to cancellation, by written memo, by either party with the understanding that USIECR shall be reimbursed for costs of all completed and partially completed work as of the effective date of cancellation. After final accounting, the remaining balance in the project account will be returned to the Agency.

13. **Project Completion and Closeout.**

When all deliverables related to the Scope of Work have been accepted by the Agency, USIECR will conduct a final accounting of project costs. The Agency account will be closed and any remaining funds will be de-obligated or returned to the Agency.

U.S. INSTITUTE FOR ENVIRONMENTAL CONFLICT RESOLUTION INTERGOVERNMENTAL AGREEMENT WITH TRIBAL, STATE OR LOCAL AGENCIES FOR ENVIRONMENTAL CONFLICT RESOLUTION SERVICES	1a. IAG Number:	1b. Agency Agreement Number:
	2. PMD Number: 1066PR06	3. Modification No:

4a. Requesting Agency and Program Office:	5a. Performing Organization:
City of San Antonio on behalf of the San Antonio Metropolitan Health District Public Center for Environmental Health 332 W. Commerce ATTN Director's Office San Antonio, Texas 78205	U.S. Institute for Environmental Conflict Resolution 130 South Scott Avenue Tucson, Arizona 85701
4b. Primary Contact Name, Telephone Number, Email Kyle Cunningham, (210) 532-5765, kcunningham@sanantonio.gov	5b. Project Manager Contact and Telephone Number: Cherie Shanteau, (520) 670-5299
4c. Finance Office Contact and Billing Address (Requesting Agency): Virginia Cobarrubias City of San Antonio on behalf of the San Antonio Metropolitan Health District 332 W. Commerce San Antonio, Texas 78205	5c. Finance Office Contact and Telephone Number: Katherine McPherson, (520) 670-5299

6. Funding Authority:	
a. Previous Agreement Total:	$ .00
b. New Obligation (this form):	$20,000.00
c. Total Obligation:	$20,000.00

7. Project Name (Attach a Detailed Scope of Work):
Kelly Area Collaboration (KAC)

8. Statutory Authorization:
Environmental Policy & Conflict Resolution Act of 1998 (20USC§5601 et seq.)

9. Related Project Details:
(1) Selection of a Third Party Neutral and (2) Facilitation of Public Roundtables and Meetings

10. DURATION: EFFECTIVE DATES OF PROJECT

a. Effective Date: 1 May 2006	b. Ending Date: 31 December 2006

11a. METHOD OF PAYMENT:

[x] Invoice to Agency

[ ] Deobligate Funds

11b. **TIMING OF PAYMENT:** [ ] Advanced Billing [x] Progress Billing (work completed) [x] Monthly [ ] Quarterly

12. FINANCING (REQUESTING AGENCY)	13. FINANCING (PERFORMING AGENCY)
a. DUNS No.: 121896716	a. Appropriation Symbol and Title: 95X5415 b. DUNS no. 091548250
b. Cost Center 36-11-13	c. Accounting Classification Reference Code: 95X5415T1191100_
c. Internal Order Number 136000000264	d. Treasury Agency Location Code (ALC): 47-00-0016

14. APPROVAL FOR REQUESTING ORGANIZATION		15. APPROVAL FOR PERFORMING ORGANIZATION	
Signature:	Date: 7.10.06	Signature:	Date: 7/24/06
Typed or Printed Name: Fernando A. Guerra, M.D., M.P.H.		Typed or Printed Name: Lynne Gillette	
Title: Director of San Antonio Metropolitan Health District		Title: Director of Operations	

SEE ATTACHED FOR INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

Approved as to form:
Michael D. Bernard
City Attorney

7/18/2006

Kelly Area Collaboration (KAC)
Scope of Work

I. BACKGROUND

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	ALAMODOME
	ARTS & CULTURAL AFFAIRS
	ASSET MANAGEMENT
	AVIATION
	BUDGET & PERFORMANCE ASSESSMENT
	BUILDING INSPECTIONS
	HOUSE NUMBERING
	CITY ATTORNEY
	MUNICIPAL COURT
	REAL ESTATE (FASSNIDGE)
	REAL ESTATE (WOOD)
	RISK MANAGEMENT
	CITY MANAGER
	SPECIAL PROJECTS
	CITY PUBLIC SERVICE – GENERAL MANAGER
	CITY PUBLIC SERVICE – MAPS AND RECORDS
	CODE COMPLIANCE
	COMMERCIAL RECORDER
	COMMUNITY INITIATIVES
	COMMUNITY RELATIONS
	PUBLIC INFORMATION
	CONVENTION AND VISITORS BUREAU
	CONVENTION CENTER EXPANSION OFFICE
	CONVENTION FACILITIES
	ECONOMIC DEVELOPMENT
	FINANCE - DIRECTOR
	FINANCE – ASSESSOR
	FINANCE – CONTROLLER
	FINANCE – GRANTS
	FINANCE – TREASURY
	FIRE DEPARTMENT
	HOUSING AND COMMUNITY DEVELOPMENT
	HUMAN RESOURCES (PERSONNEL)
	INFORMATION SERVICES
	INTERGOVERNMENTAL RELATIONS
	INTERNAL REVIEW
	INTERNATIONAL AFFAIRS
	LIBRARY
	METROPOLITAN HEALTH DISTRICT
	MUNICIPAL CODE CORPORATION
	MUNICIPAL COURT
	PARKS AND RECREATION
	MARKET SQUARE
	YOUTH INITIATIVES
	PLANNING DEPARTMENT
	DISABILITY ACCESS OFFICE
	LAND DEVELOPMENT SERVICES
	POLICE DEPARTMENT
	GROUND TRANSPORTATION
	PUBLIC WORKS DIRECTOR
	CAPITAL PROJECTS
	CENTRAL MAPPING
	ENGINEERING
	ENVIRONMENTAL SERVICES
	PARKING DIVISION
	REAL ESTATE DIVISION
	SOLID WASTE
	TRAFFIC ENGINEERING
	PURCHASING AND GENERAL SERVICES
	SAN ANTONIO WATER SYSTEMS (SAWS)
	VIA

MEETING OF THE CITY COUNCIL

AGENDA ITEM NUMBER: 15 pm

DATE: APR 12 2007

MOTION: _____

ORDINANCE NUMBER: 2007-04-12-0408

RESOLUTION NUMBER: _____

ZONING CASE NUMBER: _____

TRAVEL AUTHORIZATION: _____

ROGER O. FLORES District 1			
SHEILA D. MCNEIL District 2			
ROLAND GUTIERREZ District 3			
RICHARD PEREZ District 4			
PATTI RADLE District 5			
DELICIA HERRERA District 6			
ELENA GUAJARDO District 7			
ART A. HALL District 8			
KEVIN A. WOLFF District 9			
CHRISTOPHER "CHIP" HAASS District 10			
PHIL HARDBERGER Mayor			

CONSENT AGENDA