MH/vv
01/30/14
Item #22

AN ORDINANCE 2014-01-30-0061

AUTHORIZING AN AGREEMENT WITH THE CHILDREN'S SHELTER TO PROVIDE CASE MANAGEMENT SERVICES FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S TEEN PREGNANCY PREVENTION INITIATIVE RELATED TO THE MEDICAID 1115 WAIVER PROGRAM FOR A TOTAL AMOUNT NOT TO EXCEED $1,005,900.00 FOR A TERM, BEGINNING JANUARY 30, 2014 AND ENDING ON SEPTEMBER 30, 2016, WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR.

* * * * *

WHEREAS, on January 31, 2013, City Council authorized the submission of six project proposals by the San Antonio Metropolitan Health District (Metro Health) through the Regional Healthcare Partnership Anchor entity, University Health System (UHS) for consideration and funding in the amount of $43,392,942.00 through the new Delivery System Reform Incentive Payment (DSRIP) arm of the "Texas Healthcare Transformation and Quality Improvement Program" or "1115 Waiver"; and

WHEREAS, Metro Health carefully selected projects in the following areas: diabetes prevention, children's oral health services, HIV and Syphilis prevention, breastfeeding promotion, teen pregnancy prevention and neighborhood health promotion; and

WHEREAS, all six project proposals are in alignment with Metro Health's strategic plan and many community goals set forth by SA2020 and have the overall goal of improving health outcomes; and

WHEREAS, Metro Health's 1115 Waiver projects include activities for the reduction of teen pregnancy in San Antonio which is consistent with the SA2020 community vision, the Bexar County Community Health Improvement Plan, and the Metro Health strategic plan; and

WHEREAS, in October 2013, Metro Health in coordination with the Finance Department's Purchasing Division issued a Request for Proposals (RFP) for case management services for Metro Health's Teen Pregnancy Prevention Initiative, the Teen HOPES Project; and

WHEREAS, The Children's Shelter was selected by the RFP evaluation committee as the recommended Respondent for award; and

WHEREAS, the ultimate goal of the project is to reduce repeat teen pregnancy among teen parents; **NOW THEREFORE:**

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

MH/vv
01/30/14
Item #22

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 an agreement with The Children's Shelter to provide case management services for the San Antonio Metropolitan Heath District's Teen Pregnancy Prevention Initiative related to the Medicaid 1115 Waiver Program for a total amount not to exceed $1,005,900.00 for a term, beginning January 30, 2014 and ending on September 30, 2016, with an option to renew for one additional year. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Funding in the amount of $335,300.00 for this ordinance is available for Fund 29658000, Internal Order 836000000008 and General Ledger 5201040, as part of the Fiscal Year 2014 Budget.

SECTION 3. Funding in the amount of $670,600.00 for this ordinance as part of Fiscal Years 2015 and 2016's budget is contingent upon City Council approval of the City's operating budget and the availability of funds.

SECTION 4. Payment not to exceed the budgeted amount is authorized to The Children's Shelter and should be encumbered with a purchase order.

SECTION 5. 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 6. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 30th day of January, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Robert F. Greenblum, City Attorney

Agenda Item:	**22 (in consent vote: 6, 7, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 27A, 27B)**
Date:	01/30/2014
Time:	11:49:00 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an agreement with The Children's Shelter to provide case management services for the San Antonio Metropolitan Heath District's teen pregnancy prevention initiative related to the Medicaid 1115 Waiver Program for a total amount not to exceed $1,005,900.00 for a term, beginning January 30, 2014 and ending on September 30, 2016, with an option to renew for one additional year. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Director of Public Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

Attachment I

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS	§	**CITY OF SAN ANTONIO**
	§	
COUNTY OF BEXAR	§	**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (hereafter referred to as "Metro Health"), acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved on _____, 2014, and The Children's Shelter (hereinafter referred to as "CONTRACTOR"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I.
DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

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

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

"Director" shall mean the director of City's San Antonio Metropolitan Health District.

"Enrollee" shall mean a teenage mother who enrolls in the Project.

"Medicaid 1115 Waiver Program" shall mean the program which funds this Agreement.

"Project" shall mean the general scope of services of this Agreement as well as the overall objectives and goal of the City's Medicaid 1115 Waiver Program.

II.
TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on January 30, 2014 and shall terminate on September 30, 2016. Upon agreement of the parties this Agreement may be renewed for a one year term on the same terms and conditions. Renewals shall be in writing and signed by the Director without further action by the San Antonio City Council.

2.2 CONTRACTOR further agrees and understands that the City expects to pay all obligations of this Agreement from Medicaid 1115 Waiver Program funding. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then upon written notice by City to CONTRACTOR of such lack of funding, this Agreement will terminate and neither City nor CONTRACTOR will have any further obligations hereunder. Lack of funding due to City's failure to receive adequate funding through the Medicaid 1115 Waiver Program is not and will not be considered a breach of this Agreement.

III.
SCOPE OF SERVICES

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

3.2 CONTRACTOR will provide the following services as set out below:

A. Service Activities

CONTRACTOR shall utilize the HOPES (Healthy Outcomes through Perinatal Education and Support) model with the Parents as Teachers (PAT) home visitation curriculum to enroll and serve a minimum of 300 teenage mothers (enrollees). CONTRACTOR shall enroll no greater than 120 enrollees during each Reporting Cycle. If CONTRACTOR enrolls over 100 enrollees during a Reporting Cycle, for each additional enrollee over 100, 3 previous enrollees must have dropped out of the Project during that Reporting Cycle before they received at least six months of Project services. Reporting Cycle 1 is from January 30, 2014 to September 30, 2014; Reporting Cycle 2 is from October 1, 2014 to September 30, 2015 and Reporting Cycle 3 is from October 1, 2015 to September 30, 2016. CONTRACTOR shall become an approved user of the PAT curriculum within three months of the start date of this Agreement. CONTRACTOR is not required to attain PAT affiliate status but is required to maintain fidelity to the PAT model with exceptions in the areas of visit frequency and "group connections" attendance requirements. These exceptions are noted in the related sections below.

1.Recruitment Activities

a. CONTRACTOR shall conduct recruitment activities as outlined in the "Teen HOPES Recruitment Plan" (the Plan) as provided by the City in coordination with the San Antonio and Edgewood school districts and a wide variety of San Antonio community agencies. CONTRACTOR shall work with agency/school staff to assess and select candidates who qualify for the Project. As specified in the Plan, pre-enrollment recruitment activities should begin with teenagers in their third trimester of pregnancy. Qualifying candidates for enrollment will be teenage mothers up to age 18 who have

recently delivered a baby, with Project enrollment upon delivery, regardless of U.S. residency status. CONTRACTOR shall not enroll teenagers that are already enrolled in a similar home visitation program, do not speak either English or Spanish, or are incarcerated.

b. CONTRACTOR shall conduct community presentations to and meetings with community agencies to develop a referral network. CONTRACTOR shall submit a plan with specific activities that ensure the development of a referral network within thirty (30) days of the start of the term of this Agreement. This referral plan will be incorporated into the "Teen HOPES Recruitment Plan" referred to in section 3.2.A.1.a above and may be revised through the contract period as deemed necessary by City or CONTRACTOR. CONTRACTOR plan shall include specific activities, timelines and who will conduct the activities planned with special attention given to the beginning of the Project and the months when school is not in session.

c. CONTRACTOR shall enroll qualifying teenage mothers as soon after delivery as possible, with pre-enrollment engagement in the last trimester of pregnancy highly desired but not required.

d. CONTRACTOR shall collect parental consent for services to enrollees under 18 years of age, basic demographic and pregnancy outcome information will be gathered at the recruitment contact when consent is given.

2. Enrollment Activities

a. CONTRACTOR shall enroll a minimum of 100 enrollees into the Project by the end of each Reporting Cycle.

b. Enrollees may be enrolled upon their written consent to enter the Project, with additional parental consent for enrollees under age 18. Exceptions to mandatory parental consent of enrollees under the age of 18 may apply when a parent is not present in the life of the enrollee. CONTRACTOR shall obtain written approval from City prior to enrollment of a teenage mother under the age 18 when parental consent cannot be obtained. If approved, services will continue through 12 months from enrollment date.

c. CONTRACTOR may re-enroll a teenage mother that has previously completed the Project if it is determined that her risk has increased or goals previously met are no longer met. Re-enrollment must be approved in writing by the City in advance.

d. At time of enrollment, CONTRACTOR shall inform enrollees of scope and purpose of the Project, Project limitations, confidentiality of records, and limits of confidentiality related to the reporting of abuse, exploitation, and/or neglect.

e. A teenage mother is not considered enrolled until the consents for participation and initial enrollment assessments are completed and at least one PAT curriculum session has been administered.

f. CONTRACTOR shall make every reasonable effort to avoid duplication of similar services already being provided by CONTRACTOR or outside agency. Specifically, no

enrollee shall be enrolled in CONTRACTOR's Nurse Family Partnership program at the same time as the Project. Project enrollees may enroll or participate in complimenting programs provided by CONTRACTOR as long as the services do not constitute a direct duplication of Project core activities.

3. Assessments and Screenings

a. CONTRACTOR shall complete assessments and screenings according to PAT guidelines. CONTRACTOR shall use the family-centered assessment and screening tools set out in the table below. CONTRACTOR must request permission from City with justification to change the tools currently agreed upon by City and CONTRACTOR.

Assessment/Screening Required	Tool
Family Centered Assessment	Life Skills Progression Tool (LSP)
Reproductive Life Plan	COSA Reproductive Life Plan
Postpartum Depression	Edinburgh Postnatal Depression Scale (EPDS)
Domestic Violence	Relationship Assessment Tool (RAT)
History of Trauma	Universal Trauma Screening
Child Development	Ages and Stages (ASQ) Ages and Stages – Social Emotional (ASQ-SE)

b. CONTRACTOR must assess for a repeat pregnancy and if one occurs will monitor and record the outcome of the pregnancy. Pregnant enrollees will remain in the Project and an extension granted past the 12 months of services to include the pregnancy and subsequent 12 months after birth or until the enrollee reaches her 20th birthday. If a pregnant enrollee reaches her 20th birthday while in the Project, CONTRACTOR will refer the enrollee to the City's Healthy Start Program and complimentary services offered by the Contractor, as indicated in Section 3.2.A.8.a

4. Surveys

a. CONTRACTOR shall administer the following mandatory surveys according to the PAT curriculum guidelines: Pre/Post Program Evaluation, Parent Reflection/Satisfaction Survey and Pre and Post Protective Factor Survey.

5. Individual Risk Reduction Planning

a. CONTRACTOR shall utilize techniques including thorough identification of strengths on which to build, education, patient navigation, modeling, counseling, advocacy, goal setting and motivational interviewing to assist the enrollee in accomplishing her risk reduction plan. Eight (8) domains are identified as contributing to risk for future pregnancies. These domains include:

- Personal Health (ex: gynecological/surgical care, postpartum medical follow-up, mental health)
- Reproductive Life Planning (ex: routine care, screenings, pregnancy spacing)
- Basic Life Needs (ex: housing, food assistance, clothing, baby item support)
- Lifestyle/Health Behavior (ex: mitigating positive protective and negative risks)
- Healthy Relationships, (ex: family, spouse, children, social relationships)
- Maternal Role/Infant Health (ex: maternal/infant attachment, infant health needs)
- Life Course (ex: educational attainment, workforce placement)
- Service Utilization (ex: community resources, support services)

b. During home visitations, CONTRACTOR shall engage enrollees to explore, identify and prioritize these areas of risk and arrive at a plan for reducing or eliminating risk factors that contribute to repeat teen pregnancy, with particular emphasis given to the Reproductive Life Planning and Life Course domains listed above. Enrollee risk reduction plans shall be primarily based on the desires and internal motivation of the enrollee rather than the CONTRACTOR with the understanding that enrollees may at times minimize or deny risk, particularly regarding harmful behaviors such as smoking, use of illegal substances or unsafe sleeping conditions for infant. CONTRACTOR will "meet the enrollee where they are" and educate, motivate and increase awareness of negative risk factors while supporting and reinforcing positive protective factors. If necessary, reports to child protective agencies will be made according to applicable state and federal law.

c. CONTRACTOR shall create a *Risk Reduction Plan Form* for tracking and monitoring of enrollees in accordance with the eight (8) domains of risk in the HOPES model listed above. Data on this form will be entered into the Totally Integrated Electronic Record (TIER) or Visit Tracker databases if appropriate. If an alternate database is required, CONTRACTOR will record data into an Excel spreadsheet as a minimum form of record keeping. Progress shall be monitored monthly by CONTRACTOR'S home visiting staff. CONTRACTOR shall review progress toward goals set in individual risk reduction plans during supervision meetings and quarterly reviews.

d. CONTRACTOR shall establish, review and modify the enrollee risk reduction plan on on ongoing basis and review at least monthly with each enrollee. CONTRACTOR shall identify and track the plan according to the eight (8) domains of risk reduction discussed above in Section 5a, titled Individual Risk Reduction Planning.

<u>6. Parent/Child Skill Building Activities</u>

a. CONTRACTOR shall ensure that all case management staff is formally trained and certified in the PAT curriculum within 3 months of hire date. City contract monitor will be present at PAT training for consistency in model education and to facilitate communication regarding implementation.

b. CONTRACTOR shall conduct monthly group classes with all enrollees. CONTRACTOR shall offer the "group connections" classes for satisfaction of this requirement. A minimum attendance rate is not required under this Agreement.
c. As the PAT curriculum requires that the enrollee and child be present for sessions, the CONTRACTOR will satisfy this requirement by utilizing a flexible staff scheduling pattern that is responsive to the needs and available hours of the enrollee and child during the work week including before and after school/work hours. CONTRACTOR may conduct weekend home visits, but it is not required. CONTRACTOR will hold "group connections" classes during after school hours to facilitate the attendance of both enrollee and her child.

7. Resources and Referrals

a. CONTRACTOR shall utilize patient navigation, counseling, modeling and motivational interviewing in conjunction with written resource lists and referrals to community agencies and available resources. CONTRACTOR shall track resources and referrals given and monitor progress to determine whether enrollees are successful in attaining necessary resources needed to accomplish their risk reduction goals.
b. CONTRACTOR shall associate all referrals to the goals identified in the enrollee's risk reduction plan, so that a clear link is established between an enrollee's goals and CONTRACTOR interventions.
c. Individual mental health counseling services may only be provided to enrollees who (a) do not have health care coverage or (b) have exhausted health care coverage mental health benefits but continue to show need for counseling services.
d. Referrals to individual mental health counseling services supported by this Agreement through subcontracting must document the need for services and shall be limited to no greater than eight (8) individual counseling sessions per enrollee.
e. Plans to conduct group counseling sessions must be submitted in writing to City at least thirty (30) days in advance and approved prior to initiation of group counseling services. Group counseling plans must include purpose, goals, duration, and number of enrollees expected to participate. A new group counseling plan must be submitted for each group conducted unless a reoccurring plan is submitted and approved.
f. Interdisciplinary treatment team debriefing shall be provided to staff on a quarterly basis to process the impact of exposure to enrollee trauma and address issues of transference and countertransference.
g. CONTRACTOR shall support enrollees in engaging and maintaining critical resources needed to accomplish their individual risk reduction plan.

8. Closure Activities

a. CONTRACTOR shall make case management services available to each enrollee for up to 12 months of Project activities; however, an enrollee may choose to "graduate" from

the Project at any time if long-term risk reduction plan goals are met. Enrollees who continue to have high risk factors at the end of the 12 month Project will be assessed for continuation. CONTRACTOR shall also close existing enrollees a) at the termination of this Agreement, or b) when an enrollee reaches age 20. If an enrollee continues to be at high risk upon closure, CONTRACTOR shall refer them to a similar home visitation program within the area. If a similar home visitation program does not exist within the area, enrollees must be provided with resources and/or referrals needed to ease transition out of the Project. Enrollees who qualify for enrollment in the City's Healthy Start Program will be referred and enrollment capacity determined prior to referring to other agencies.

B. Additional CONTRACTOR Requirements

Additional Requirements for Teen HOPES Project implementation are described below, including levels of acuity, frequency of visitation, confidentiality, cultural and linguistic competency, data management and advisory workgroup.

1. Enrollee Acuity and Frequency of Visits

a. CONTRACTOR shall utilize the *"ICC (Interconception Care) Acuity Scale"* as the method of risk level assessment and to determine home visitation frequency.
b. CONTRACTOR shall conduct home visitations according to enrollee acuity as well as the length and strength of the Contractor/Client relationship, which is anticipated to be up to 4 times per month for the first 1-2 months after enrollment and decreasing to an average of one time per month thereafter.
c. Use of the PAT acuity system and adherence to the PAT visit frequency is not required under this Agreement.

2. Confidentiality

a. CONTRACTOR shall maintain the confidentiality of protected health information during CONTRACTOR/enrollee interaction as well as written and electronic documentation in accordance with all applicable local, state and federal security and privacy laws.
b. CONTRACTOR/enrollee interaction shall be accomplished in a private setting. CONTRACTOR shall ensure enrollee consent and comfort to have others present during the visit, including supervisory visits.

3. Cultural and Linguistic Competency

a. CONTRACTOR shall ensure that services are available in Spanish and English. CONTRACTOR shall communicate orally and in writing in the expressed language of comfort to the enrollee/potential enrollee, which may or may not be in their native language.

b. All written recruitment and case management materials developed by CONTRACTOR to share directly with enrollees shall be available in Spanish and English, according to their express comfort. CONTRACTOR shall assess for and adjust teaching/coaching techniques for enrollees with limited literacy levels.

4. Data Management

a. CONTRACTOR shall enter all recruitment referrals within two (2) calendar days of receiving the referral.
b. CONTRACTOR shall process each referral electronically within (12) calendar days of assignment.
c. CONTRACTOR shall collect, store and monitor data elements in addition to PAT forms required in the proposed plan and enter all additional information within seven (7) calendar days of the encounter.
d. CONTRACTOR shall analyze and track data for performance measure reporting and utilize the Visit Tracker and the TIER databases.

5. Advisory Workgroup

a. CONTRACTOR shall participate in an advisory work group of invested collaborators developed to provide input and direction through the City's Healthy Start Program led community coalition (the Coalition), the Healthy Families Network of Greater San Antonio and Bexar County. This work group will be comprised of the CONTRACTOR, school district representatives, community resource agencies, and students and/or community representatives. The Coalition meets monthly, completes goal setting and achievement plans and contributes to quality improvements in the program model for maximum parent/program success.

C. Management Requirements

1. Personnel

a. CONTRACTOR shall hire case managers to include at least one Licensed Master Social Worker and one Registered Nurse. Required education level for a Registered Nurse is a 2 year RN certification. Bachelor's degree in Nursing is not required.
b. CONTRACTOR shall hire case management staff with experience in dealing with a variety of areas which may include but is not limited to domestic violence, child abuse and neglect, and substance abuse and must be willing to work with families that present those safety issues.
c. CONTRACTOR shall submit and maintain policy and procedures that include minimum qualifications, licensure, certification and training requirements.

d. CONTRACTOR shall utilize existing relationships with the San Antonio Independent School District and Edgewood Independent School District as well as other referral agencies to ensure adequate number of referrals to the Project.
e. CONTRACTOR shall ensure all case managers abide by PAT caseload limitations.
f. CONTRACTOR shall ensure all subcontractors adhere to all applicable state and federal laws regarding the obtaining and release of client information to third parties.
g. CONTRACTOR shall accommodate City contract liaison staff at the CONTRACTOR's offices for site/technical assistance visits. At a minimum, the liaison staff will require sufficient workspace to perform duties, including access to a table/desk and chair.
h. To the extent possible, training shall be conducted within the greater San Antonio/Bexar County area.

D. Administrative

1. CONTRACTOR shall maintain personnel files of training, supervision, certification, licensure (LMSW), registration (RN) and ongoing monitoring of all staff performing services under this Agreement.
2. CONTRACTOR shall collect, report and maintain, on a monthly basis, information documenting progress towards achieving the performance measures set out in this Agreement.
3. CONTRACTOR shall allow City representatives or any authorized representatives full access to all case files and administrative records for the purpose of Projectevaluation and/or contract monitoring.

E. Performance Measurements

PM No.	Performance Measure	Reporting Measure	When Reported
1	30 new enrollees quarterly	# of enrollees during the reporting period	Monthly, Quarterly, Annually
2	At least 95% of enrollees served will have a completed Reproductive Life Plan within 90 days of enrollment	Numerator – Number of enrollees served having enrolled at least 3 months prior to the reporting period with a completed reproductive life plan, Denominator – Number of enrollees served having enrolled at least 3 months prior to the reporting period	Quarterly, Annually
3	100% of enrollees served will have a risk reduction plan that includes at least one goal in the domains of Reproductive Life Planning and Life Course	Numerator – Number of enrollees served with a risk reduction plan meeting the minimum requirements, Denominator: Number of enrollees served during the reporting period	Quarterly, Annually
4	At least 75% of enrollees served will specify a method of pregnancy spacing, preferably a long acting method	Numerator – Number of enrollees served with a documented method of pregnancy spacing, Denominator – Number of enrollees served within the reporting	Monthly, Quarterly, Annually

		period	
5	At least 70% of referrals will result in successful engagement with the referral entity while enrolled. Successful engagement is defined as a completed application or enrollment process, initial visit, acquisition and/or initiation of services. Successful engagement does not require that services be acquired if enrollee was denied services upon attempts to enroll/apply or chose to end services after enrollment and/or initiation of services.	Numerator – Number of successfully completed referrals among closed cases, Denominator – Number of total referrals among closed cases	Quarterly, Annually
6	At least 75% of enrollees will remain pregnancy free while enrolled in the Project	Numerator – Number of enrollees served reporting non-pregnancy status during the reporting period, Denominator - Number of enrollees served during the reporting period.	Monthly, Quarterly,
7	At least 60% of enrollees served will successfully complete the Project	Numerator – Number of enrollees served who successfully completed the Project , Denominator – Number of closed cases during the reporting period	Quarterly, Annually
8	At least 50% of enrollees will successfully complete the full 12 months of services prior to closure	Reporting Measure: Numerator – Number of enrollees served who successfully completed 12 months of services, Denominator – Number of closed cases during the reporting period	Quarterly, Annually
9	At least 85% of required visits per case manager will be completed successfully within the specified timeframe(s) according to model requirements. For example, if an enrollee is scheduled for monthly visits, and a case manager makes 2 failed attempts and one successful attempt in the month, the requirement is fulfilled for that enrollee that month.	Numerator – Number of successful visits during the reporting period, Denominator – Number required visits during the reporting period	Quarterly, Annually
Additional Data Elements			
A	• # of recruitment referrals received • # of enrollees served during the reporting period • Reasons for non-enrollment of potential enrollees • Number of Group Connections Classes held and attendance • Additional data elements may be requested by City at any time		Quarterly, Annually
B	• Narrative summary of activities including successes, challenges and recommended solutions • Additional data elements may be requested by City at any time		Quarterly, Annually

F. Reporting Requirements for Project and Fiscal Data

1. Required Project Reports

a. Monthly, quarterly, and annual reports shall be submitted electronically in a format specified by the City and shall include items specified in the table above.
b. Monthly Reports shall be submitted and shall reflect data for a full one month period. Monthly reports are due on the 10th calendar day of each subsequent month (i.e.: a June Report would be due on July 10th).
c. Quarterly Reports shall be submitted and shall reflect data for a 3 month period. Quarterly reports are due on the 15th calendar day after each quarter. Reporting quarters are as follows:

1st Quarter	October 1 – December 31
2nd Quarter	January 1 – March 31
3rd Quarter	April 1 – June 30
4th Quarter	July 1 – September 30

d. Annual Reports – Reflect data for the period of each Reporting Cycle and are due by October 15th of each calendar year.

3.3 All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of City, as determined by the Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by CONTRACTOR, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should CONTRACTOR's work not be satisfactory to Director; however, City shall have no obligation to terminate and may, withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV.
COMPENSATION TO CONTRACTOR

4.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay CONTRACTOR an amount not to exceed ONE MILLION FIVE THOUSAND NINE HUNDRED DOLLARS AND NO/100THS ($1,005,900.00) as total compensation to be paid to CONTRACTOR in the manner set forth below:

4.2 Upon completion, submission and approval of the implementation plan set out in section 3.2A.1.b. City will pay CONTRACTOR $83,825.00. Thereafter, City agrees to pays the CONTRACTOR based on a defined annual Unit Rate of $3,353.00 ($838.25 per quarter) per enrollee. The Unit Rate shall include all services provided, including travel time and travel expenses, recruitment, direct service, supervisory consultation, data entry, report writing, training, administration, supplies, and equipment. CONTRACTOR shall invoice the City for this

Unit Rate each quarter for each enrollee participating in the Project in accordance with the Schedule for Invoices set out below and in accordance with **Attachment I** – Sample Invoice, attached hereto and made a part hereof for all purposes. Each quarter, the CONTRACTOR shall report the status of each deliverable (met or not met) and will receive payment for the percentage of met deliverables. For example: If 8 of 9 deliverables are met in a given quarter, the CONTRACTOR's rate of compensation will be 89% of the quarter of the Unit Rate for all enrollees currently participating in the Project. CONTRACTOR agrees and understands an enrollee must have received an individual face-to-face encounter with a home visitor during the quarter during which significant services were rendered to be eligible for reimbursement.

Schedule for Invoices

1st Quarter	October 1- December 31 (Not Applicable for Reporting Cycle 1)
2nd Quarter	January 30 – March 31 (Partial for Reporting Cycle 1)
3rd Quarter	April 1 – June 30
4th Quarter	July 1 – September 30

4.3 City agrees to pay CONTRACTOR upon receipt of an invoice submitted but in no event shall CONTRACTOR invoice the City for more than $83,825.00 during each quarter throughout the term of this Agreement without the prior written approval and agreement of the City. Each invoice shall outline the work completed during the previous period in accordance with the stated scope of work for the contract term described in Article III above and the amount due and owing. City shall pay invoice from CONTRACTOR within 30 days of submission to the City.

4.4 CONTRACTOR shall not use funds allocated for the Project to purchase the following activities or services:

- Rental of Copier Machine
- AuDX Diagnostic Equipment
- PAT Affiliate fees
- Office telephones for home visitors
- Greater than 50% of costs associated with office phones, cell phones or data usage fees for administrative staff time
- Excessive mental health services or food expense as determined by City
- Any other purchases that deviate from the CONTRACTOR'S implementation plan set out in section 3.2A.1.b. unless approved in writing by City.

4.5 No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by City. The parties hereby agree that all compensable expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified in Section 4.1 above. Total payments to CONTRACTOR cannot exceed that amount set forth in

Section 4.1 above, without prior approval and agreement of all Parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance.

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

4.7 The CONTRACTOR agrees to submit invoices to the City associated with this Agreement as set forth in the invoice schedule outlined in this section. Reimbursement of eligible expenses, as determined by the City, will be made according to standard procedures followed by City, as requested upon receipt of billing from the CONTRACTOR. Invoices will be due no later than the 15th day of the month following the dates on the Schedule of Invoices set out above. An invoice documenting final expenses associated with the Agreement will be submitted to the City by October 7, 2016.

4.8 CONTRACTOR agrees to provide any and all documentation required for inclusion in any report concerning the Medicaid 1115 Waiver Program. All services required under this Agreement will be performed to City's satisfaction, and City will not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the City.

V.
OWNERSHIP OF DOCUMENTS

5.1 Ownership of Intellectual Property. CONTRACTOR and City agree that any and all writings, documents, maps or information in whatsoever form and character produced by CONTRACTOR pursuant to the provisions of this Agreement (the "Project") shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. CONTRACTOR hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. As owner of the tangible and intangible intellectual property, City shall have the right to reproduce, publish, authorize others to reproduce or publish, or otherwise use such material. CONTRACTOR agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure CONTRACTOR's signature on any documents relating

to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, CONTRACTOR hereby irrevocably designates and appoints City and its duly authorized officers and agents as CONTRACTOR's agent and attorney-in-fact, to act for and in CONTRACTOR's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by CONTRACTOR. Provided, however, nothing herein contained is intended nor shall it be construed to require CONTRACTOR to transfer any ownership interest in CONTRACTOR's best practice and benchmarking information to the City or affect CONTRACTOR'S existing ownership rights in existing inventions, copyrights, trade secrets or other intellectual property.

5.2 In the event that CONTRACTOR desires to copyright material or to permit any third-party to do so, CONTRACTOR must obtain City's prior written approval to do so and must appropriately acknowledge City's support in any such materials.

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

5.4 CONTRACTOR acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. CONTRACTOR further agrees to turn over to City all such records upon termination of this Contract. CONTRACTOR agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the director, unless required to do so by a court of competent jurisdiction. Metro Health shall be notified of such request as set forth in Article VIII, of this Agreement.

VI.
REQUESTS FOR AND RETENTION OF RECORDS

6.1 CONTRACTOR and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 CONTRACTOR shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, CONTRACTOR shall retain the records until the resolution of such litigation or other such questions. CONTRACTOR acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require CONTRACTOR to return said documents to City prior to or at the conclusion of said retention.

6.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: (1) by a governmental body; or (2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if CONTRACTOR receives inquiries regarding documents within its possession pursuant to this Contract, CONTRACTOR shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the CONTRACTOR shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of CONTRACTOR's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

VII.
TERMINATION

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

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 60 calendar day's written notice, which notice shall be provided in accordance with Article VIII Notice.

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

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

7.4 Defaults With Opportunity for Cure. Should CONTRACTOR default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. CONTRACTOR shall have ten (10) business days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If CONTRACTOR fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against CONTRACTOR's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law. Any one or more of the following events shall be deemed an "event of default" hereunder:

a. The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting;
b. Bankruptcy or selling substantially all of Contractor's assets;
c. Failing to perform or failing to comply with any material covenant herein required;
d. Performing the services unsatisfactorily as determined by the Director;
e. The failure to meet reporting requirements of the Medicaid 1115 Waiver Program, as set out and determined by City; or
f. Notification of any investigation, claim or charge by a local, state or federal agency involving fraud, theft or the commission of a felony.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, CONTRACTOR shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by CONTRACTOR, or provided to CONTRACTOR, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by CONTRACTOR in accordance with Article VI. RecordsRetention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at CONTRACTOR's sole cost and expense. Payment of compensation due or to become due to CONTRACTOR is conditioned upon delivery of all such documents, if requested.

7.7 Within thirty (30) calendar days of the earlier of the following: the effective date of completion, or termination or expiration of this Agreement, CONTRACTOR shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by CONTRACTOR to submit its claims within said thirty (30) calendar days shall negate any liability on the part of City and constitute a Waiver by CONTRACTOR of any and all right or claims to collect moneys that

CONTRACTOR may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, CONTRACTOR shall cease all operations of work being performed by CONTRACTOR or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue CONTRACTOR for any default hereunder or other action.

VIII.
NOTICE

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

If intended for City, to:

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

If intended for CONTRACTOR, to:

Annette Rodriguez, President/CEO
The Children's Shelter
2939 W. Woodlawn Ave.
San Antonio, Texas 78228

IX.
RESERVED

X.

AUDIT

10.1 If the CONTRACTOR expends $500,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, then during the term of this Agreement, the CONTRACTOR shall have completed an independent audit of its financial statements performed within a period not to exceed one hundred twenty (120) calendar days immediately succeeding the end of CONTRACTOR's fiscal year, expiration or early termination of this Agreement, whichever is earlier. CONTRACTOR understands and agrees to furnish Metro Health a copy of the audit report within a period not to exceed twenty (20) calendar days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to Metro Health by CONTRACTOR within twenty (20) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

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

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

10.4 If CONTRACTOR expends less than $500,000.00 of funds provided by or through the City, then during the term of this Agreement, the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) calendar days immediately succeeding the end of CONTRACTOR's fiscal year or termination of this Agreement, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by CONTRACTOR attesting to the correctness of said financial statement.

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

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

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

10.8 The City may, in its sole and absolute discretion, require the CONTRACTOR to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and the CONTRACTOR shall abide by such requirements.

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

10.10 Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the CONTRACTOR will immediately refund such amount to the City no later than thirty (30) calendar days from the date of notification of such disapproval or disallowance by the City. At its sole option, Metro Health may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, CONTRACTOR shall provide to City a full refund of such amount no later than thirty (30) calendar days from the date of notification of such disapproval or disallowance by the City. If CONTRACTOR is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by check, cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the CONTRACTOR is forbidden from reducing Project expenditures and CONTRACTOR must use its own funds to maintain the Project.

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

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

XI.
ADMINISTRATION OF AGREEMENT AND RESTRICTIONS ON USE OF FUNDS

11.1 The CONTRACTOR agrees to comply with all the terms and conditions that the City must comply with in its participation in the Medicaid 1115 Waiver Program.

11.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of Metro Health, as representatives of the City and the parties ultimately responsible for all matters of compliance with the Medicaid 1115 Waiver Program and City rules and regulations, shall have the final authority to render or secure an interpretation.

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

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

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

11.6 CONTRACTOR shall make available to City, the State, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to CONTRACTOR's

facility and to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. CONTRACTOR shall, upon request, transfer certain records to the custody of City or the State, when City or State determines that the records possess long-term retention value.

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

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

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

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

11.11 Unless disclosure is authorized by the City, CONTRACTOR agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of

performing its obligations pursuant to this Agreement. CONTRACTOR shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, CONTRACTOR shall give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. CONTRACTOR shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with CONTRACTOR's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the State's or the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, CONTRACTOR shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

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

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

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

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

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

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting

contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

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

11.15 To ensure that the above policies are complied with, CONTRACTOR shall provide every member of its personnel paid out of Agreement funds with a statement provided by CONTRACTOR of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to Metro Health. CONTRACTOR shall list the name and number of a contact person from Metro Health on the statement that CONTRACTOR's personnel can call to report said violations.

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

11.17 Sections 11.12 through 11.16 shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, CONTRACTOR and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Agreement funds.

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

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

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

XII.
INSURANCE

12.1 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 Health Department, which shall be clearly labeled "Teen Pregnancy Prevention Case Management" in the Description of Operations block of the Certificate. The

Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Health Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

12.2 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.

12.3 CONTRACTOR's financial integrity is of interest to City; therefore, subject to CONTRACTOR's right to maintain reasonable deductibles in such amounts as are approved by 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 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 below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits $500,000/$500,000/$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

5. Professional Liability – Claims made policies are to be maintained and in effect for no less than two years subsequent to the completion of the professional services	$1,000,000 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.

12.4 CONTRACTOR agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of CONTRACTOR herein, and provide a certificate of insurance and endorsement that name CONTRACTOR and City as additional insureds. CONTRACTOR shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

12.5 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto 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: San Antonio Metropolitan Health District
P.O. Box 839966
San Antonio, Texas 78283-3966

12.6 CONTRACTOR agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

- Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

12.7 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

12.8 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.

12.9 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.

12.10 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.

12.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

12.12 CONTRACTOR and any subcontractors are responsible for all damage to their own equipment and/or property.

XIII.
INDEMNIFICATION

13.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and 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' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of**

CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

13.2 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 advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT 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.

13.3 Defense Counsel - CONTRACTOR shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall reimburse City for all costs related to retaining defense counsel until such time as CONTRACTOR retains Counsel as required by this section. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

13.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

XIV.
SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) POLICY

14.1 Solicitation Response and Contract Requirements and Commitment

CONTRACTOR understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, CONTRACTOR commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through

fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

14.2 SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

14.3 Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE

and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Contractors or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the CONTRACTOR's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work

into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the CONTRACTOR; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.
Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business

Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Contractors and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a significant business presence for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

14.4 SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the

CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

A) CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

B) CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

C) CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

D) CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

E) CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

F) CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

G) In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a

CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

H) CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

14.5 SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm;

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see Minority/Women Business Enterprise definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm;

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 5. (a), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least ten percent (10%) of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and

grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontracting Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the SBE subcontracting goal of 10% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Professional Services industry, as reflected in the City's Centralized Vendor Registration system for the month of October 2013, African-American owned firms represent approximately 2.36% of available subcontractors, Hispanic-American firms represent approximately 7.89%, Asian-American firms represent approximately 0.88%, Native American firms represent approximately 0.04%, and Women-owned firms represent approximately 4.23% of available professional services subcontractors.

14.6 Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

14.7 Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its

Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

14.8 Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

A) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

B) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

C) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

D) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

E) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

a) Suspension of contract;

b) Withholding of funds;

c) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

d) Refusal to accept a response or proposal; and

e) Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

XV.
ASSIGNMENT AND SUBCONTRACTING

15.1 CONTRACTOR shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of CONTRACTOR. CONTRACTOR, its employees or its subcontractors shall perform all necessary work.

15.2 City understands that CONTRACTOR intends to use subcontractors in accordance with the Subcontractor/Supplier Utilization Plan the CONTRACTOR submitted to City for the performance of this Agreement. The use of any other subcontractor by CONTRACTOR shall require the prior written approval of City prior to the provision of any services by said subcontractor. CONTRACTOR shall subcontract to certified small business owners at a minimum of ten percent (10%) of the total contract amount to perform essential services of the Project as specified in the Subcontractor Utilization Plan. CONTRACTOR shall provide subcontractor invoices and any other documentation requested on a quarterly basis to City as evidence of adherence to subcontracting requirement.

15.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of CONTRACTOR. City shall in no event be obligated to any third party, including any subcontractor of CONTRACTOR, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

15.4 Except as otherwise stated herein, CONTRACTOR may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, CONTRACTOR shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor CONTRACTOR, assignee, transferee or subcontractor.

XVI.
INDEPENDENT CONTRACTOR

16.1 CONTRACTOR covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of *respondeat superior* shall not apply as between City and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, collaborators or joint venturers between City and CONTRACTOR. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONTRACTOR under this Agreement and that the CONTRACTOR has no authority to bind the City.

XVII.
NONDISCRIMINATION POLICY

17.1 As a party to this contract, CONTRACTOR understands and agrees to comply with the Non-discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the city code and further, shall not discriminate on the basis of race, color, religion, national origin, sex sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

17.2 CONTRACTOR shall comply with all federal, State, or local laws, rules and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against employees or applicants for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap or political belief or affiliation. Also, CONTRACTOR certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:

a. Titles VI and VII of the Civil Rights Act of 1964, as amended;

b. Section 504 of the Rehabilitation Act of 1973, as amended;

c. The Age Discrimination Act of 1975, as amended;

d. Title IX of the Education Amendments of 1972, as amended; and

e. All applicable regulations implementing the foregoing laws.

XVIII.
CONFLICT OF INTEREST

18.1 CONTRACTOR acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited

financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a collaborator or a parent or subsidiary business entity.

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

XIX.
AMENDMENTS

19.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and CONTRACTOR. The Director of Metro Health may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XX.
SEVERABILITY

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

XXI.
LICENSES/CERTIFICATIONS

21.1 CONTRACTOR warrants and certifies that CONTRACTOR and any other person designated to provide services hereunder has the requisite training, license and/or

certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXII.
COMPLIANCE

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

XXIII.
NONWAIVER OF PERFORMANCE

23.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XIX. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXIV.
LAW APPLICABLE

24.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

24.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXV.
LEGAL AUTHORITY

25.1 The signer of this Agreement for CONTRACTOR represents, 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.

XXVI.
PARTIES BOUND

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

XXVII.
CAPTIONS

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

XXVIII.
DEBARMENT

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

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

XXIX. PROHIBITED CONTRIBUTIONS

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

29.2 CONTRACTOR acknowledges that the City has identified this Agreement as high profile.

29.3 CONTRACTOR warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this

Agreement. Should the signor of this Agreement violate this provision, the City Council may, in its discretion, declare this Agreement void.

XXX.
ENTIRE AGREEMENT

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

EXECUTED and AGREED to this the _____ day of _____, 2014.

CITY OF SAN ANTONIO		THE CHILDREN'S SHELTER	
_____		_____	
Printed Name:	Thomas L. Schlenker M.D., M.P.H.	Printed Name:	Annette Rodriguez
Title:	Director of Health	Title:	President/CEO
Date:		Date:	1-8-2014

Approved as to Form:

_____
City Attorney

ATTACHMENT I

Performance Period Jan 1 – Mar 31, 2015	**Sample Invoice**			
Performance Measure	Target	Achieved	Met	Unmet
1	30	30	1	
2	95%	80%		1
3	100%	100%	1	
4	75%	75%	1	
5	70%	70%	1	
6	75%	75%	1	
7	60%	60%	1	
8	50%	50%	1	
9	85%	85%	1	
		Total Met/Unmet	**8**	**1**
Number of Clients Served this Quarter	Quarterly Rate per Client (1/4th of Unit Rate)		Percent of Deliverables Met	**Total Invoice**
100	$838.25		89%	**$74,604.25**