

AN ORDINANCE 2014 - 10 - 16 - 0 79 9

AUTHORIZING AN AGREEMENT WITH BABY CAFÉ USA FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S CONTINUED USE OF THE BABY CAFÉ NAME, LOGO, AND MODEL TO PROVIDE LACTATION SERVICES TO THE SAN ANTONIO COMMUNITY FOR A ONE YEAR PERIOD WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS.

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

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

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

WHEREAS, there are currently forty-two Baby Café sites across the United States and many are associated with Women, Infants, and Children (WIC) programs; and

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

WHEREAS, one on one counseling is available along with books, pamphlets, and electronic resources; and

WHEREAS, Metro Health has been licensed to use the Baby Café name, logo, and model in order to provide lactation services to the San Antonio community since August 2013; and

WHEREAS, this agreement will provide for six additional Baby Café cluster sites in addition to the lead Baby Café site; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee is authorized to execute an agreement with Baby Café USA for the San Antonio Metropolitan Health District's continued use of the Baby Café name, logo, and model to provide lactation services to the San Antonio community for a one year period with the option to renew for two additional one year terms. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

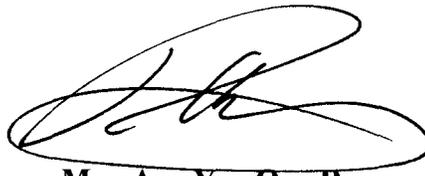
SECTION 2. Funding in the amount of \$750.00 for this ordinance is available in Fund 29658000, Internal Order 836000000013 and General Ledger 5203050, as part of the Fiscal Year 2015 Budget.

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

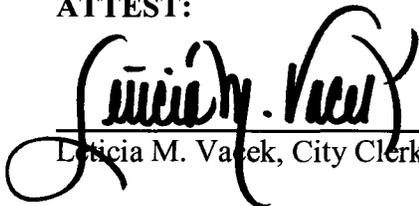
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions,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

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

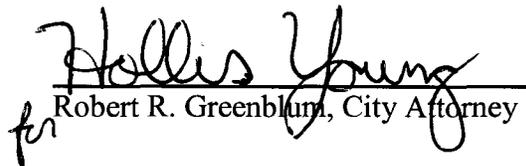
PASSED AND APPROVED this 16th day of October, 2014.


M A Y O R
for Ivy R. Taylor

ATTEST:


Leticia M. Vasek, City Clerk

APPROVED AS TO FORM:


for Robert R. Greenblum, City Attorney

Agenda Item:	18 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22)						
Date:	10/16/2014						
Time:	11:31:52 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with Baby Café USA for the San Antonio Metropolitan Health District's continued use of the Baby Café name, logo, and model to provide lactation services to the San Antonio community for a one year period with the option to renew for two additional one year terms. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Public Health Director]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	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				
Michael Gallagher	District 10		x			x	

License Agreement
Baby Café USA, Inc. 501(c)

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

1. NAME & LOGO
2. ON COMMENCEMENT OF ACTIVITIES (Funding and financial arrangements)
3. COMMUNICATION WITH BCUSA
4. IMPLEMENTING MODEL OF CARE
5. VOLUNTEERS
6. PUBLICITY
7. LENGTH OF CONTRACT
8. TERMINATION OF CONTRACT

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

1. NAME & LOGO

The Baby Café staff will be entitled to use appropriate names and logos to promote the Baby Café sites subject to the following conditions:

- 1.1. Recognize that The Baby Café, with its name and visual representation, is a protected brand indicative of breastfeeding excellence, quality, style and an informal, relaxed atmosphere.
- 1.2. Will use The Baby Café artwork according to the guidelines laid out in the manual and will not alter artwork in any way.
- 1.3. Will use The Baby Café name and logo only for the purpose of the site, unless authorized by BCUSA to use it for other, related projects.
- 1.4. Will use merchandise that displays The Baby Café name and logo only if it has been purchased through BCUSA, or have had express approval from BCUSA to produce own materials.
- 1.5. Will display a valid certificate presented by BCUSA at every site session, entitling use of Baby Café name.
- 1.6. One license/one name shared by the Cafe sites with added modifiers, (i.e. Baby Cafe Melrose-Malden site, Baby Cafe Melrose-Everett site) for each cluster site. A formal certificate must be displayed at each site.

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

We will:

- 2.1. Have secured funding for the period covered by this non-exclusive¹ license agreement – to include the initial royalty² fee (known as the Application Fee), venue, staff, resources, refreshments, publicity and equipment.
- 2.2. Have complied with the Baby Café’s ethical policy in acquiring funding, i.e. meet all requirements of the 1981 WHO *International Code of Marketing of Breastmilk Substitutes* and all subsequent WHA resolutions.

3. COMMUNICATION WITH BABY CAFÉ USA TEAM

We will:

- 3.1. Keep Baby Café USA informed of any changes in our details.
- 3.2. Regularly access website and read key updates, bulletins and newsletters.
- 3.3. Maintain records and return required statistical data, survey reports, and annual evaluation report as directed, to BCUSA .
- 3.4. Pay the annual royalty fee (known as the Fee) of \$750.00 which covers the license fee for one lead site (\$150.00) and six additional cluster sites (\$100.00 for each cluster site). The parties may agree to renew this agreement. Baby Café USA reserves the right to review the level of this fee on an annual basis. See website- babycafeusa.org for up-to-date rates.
- 3.5. Pay the administration fee incurred if Renewal Fee or annual evaluation report is late. See website - babycafeusa.org for up-to-date rates.
- 3.6. Maintain communication links with BCUSA and respond to any official communication within 30 days.

4. IMPLEMENTING MODEL OF CARE

The guidance document for running a Baby Café site is The Baby Café Facilitator’s Handbook and website updates to this. It is issued once the application has been accepted.

We guarantee that:

- 4.1. Facilitator has specific skills and training in breastfeeding (listed on application form)
- 4.2. All staff will undergo appropriate training and continuing professional development for their role.

¹ The term ‘non-exclusive’ means BCUSA reserves the right to grant multiple licenses, i.e. to more than one site center.

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

- 4.3. We are in full support of the Baby Café lead site and Baby Café cluster sites being run according to BCUSA guidelines. These are listed on the website www.babycafeusa.org
- 4.4. We will implement all BCUSA policies that pertain to the sites. These are listed on the website www.babycafeusa.org
- 4.5. All site venues are suitable for running a Baby Café, serving refreshments and creating a safe environment.
- 4.6. Appropriate insurance is in place – to cover all venues and all staff.
- 4.7. Risk assessment procedures will be implemented where necessary.
- 4.8. All staff will have had a Criminal Records Bureau check.
- 4.9. We will comply with BCUSA monitoring procedures.
- 4.10. Appropriate and confidential records will be maintained.
- 4.11. The Baby Café Facilitator’s Handbook will be available for reference at the lead Baby Café site.
- 4.12. The Baby Café key concepts will be adhered to, i.e. the Baby Café sites will be:
 - 4.12.1. A service for pregnant and breastfeeding mothers.
 - 4.12.2. Run in a comfortable, café style environment.
 - 4.12.3. A center of excellence.
 - 4.12.4. A place where breastfeeding and the breastfeeding relationship, at whatever stage, is valued, respected and protected.
 - 4.12.5. A place where breastfeeding is viewed as the normal way to nourish and nurture a baby/child.
- 4.13. All resources will:
 - 4.13.1. Present a balanced and informative case for the benefits of a particular practice or attitude.
 - 4.13.2. Aid the reader in making informed decisions.
 - 4.13.3. Support, protect and promote breastfeeding and the breastfeeding relationship.

5. VOLUNTEERS

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

- 5.1. Are aware of the importance of promoting, protecting and supporting breastfeeding.

5.2. Will have undergone training and have regular update sessions appropriate to their role, e.g. peer counseling course.

5.3. Will have access to The Baby Café Facilitator's Handbook, update bulletins and newsletters.

5.4. Have defined responsibilities of work, in accordance with BCUSA guidelines - currently listed on website www.babycafeusa.org

5.5. Will be working under the supervision of the facilitator.

5.6. Will be paid 'out-of-pocket' expenses, in line with the Licensee's expenses policy.

6. PUBLICITY

We will:

6.1. Be pro-active in making clients aware of our services.

6.2. Officially open the Baby Café sites by holding a Grand Opening media launch.

6.3. Inform BCUSA if we have plans for, or are approached about, any national publicity.

6.4. Use the Baby Café artwork on all materials [see clause 1 above].

7. LENGTH OF CONTRACT

This agreement will begin upon execution of the parties and will be for a period of one year. Thereafter, upon agreement of the parties, this agreement may be renewed for two additional one year terms. [see clause 3.4 above]. The Director of the San Antonio Metropolitan Health District shall have authority to execute renewals on behalf of the Licensee upon the same terms and conditions without further City Council action subject to appropriations of funds.

8. TERMINATION OF CONTRACT

BCUSA reserves the right to terminate this contract for breach of any of the terms and conditions stipulated under headings 1 to 7 above.

9. Baby Café USA agrees to:

- (a) Permit specified use of name and logo and access to artwork.
- (b) Provide ongoing support and updates; encourage liaison with other Baby Café sites.
- (c) Maintain a web page for the Baby Café site.
- (d) Provide password-protected access to 'Registered Baby Cafés Only' part of website.
- (e) Present each Baby Café site with a valid license certificate.
- (f) Produce an annual national report.
- (g) Inform the Baby Café site of any alleged breach of contract and allow 30 days for site to address this.
- (h) Reserve the right to revoke the status of any Baby Café site who continues to be in breach of contract.
- (i) Allow a Baby Café to appeal against a revocation of status within 30 days of the notice.



We, the undersigned, agree to points 1- 9 of the document titled "License Agreement" Baby Café USA, Inc. 501(c)

SIGNATURES:

City of San Antonio

Baby Café USA

By: _____

By: *Lucia A. Jenkins RN, IBCLC*

Print Name: Thomas Schlenker, M.D., M.P.H.

Print Name: Lucia Jenkins RN, IBCLC, RLC

Print Title: Director, San Antonio Metropolitan Health District

Print Title: Executive Director, Baby Café USA

Date: _____

APPROVED AS TO FORM:

City Attorney

