

AN ORDINANCE      2012-06-21-0513

**AUTHORIZING AN AGREEMENT WITH THE ASSOCIATION OF PUBLIC HEALTH LABORATORIES, INC. FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO RECOVER EXPENSES ASSOCIATED WITH PARTICIPATION IN THE INTEGRATED CONSORTIUM OF LABORATORY NETWORKS SURGE CAPACITY EXERCISE FOR AN AMOUNT NOT TO EXCEED \$15,500.00 FOR A TERM BEGINNING JULY 23, 2012 THROUGH SEPTEMBER 4, 2012.**

\* \* \* \* \*

**WHEREAS**, the Association of Public Health Laboratories, Inc. (APHL), Department of Homeland Security (DHS) and the Centers for Disease Control and Prevention (CDC) Laboratory Response Network (LRN) Program, as part of the Integrated Consortium of Laboratory Networks (ICLN), is planning to conduct a laboratory surge capacity test; and

**WHEREAS**, as part of this exercise, ICLN requires participation from two LRN laboratories-one at the local government level in addition to a state level government lab; and

**WHEREAS**, as an LRN laboratory site, ICLN requested the San Antonio Metropolitan Health District's laboratory program to participate in this exercise; and

**WHEREAS**, as part of this exercise, laboratory staff will be required to process 200 swab samples which will be extracted, analyzed and reported using LRN protocols; and

**WHEREAS**, participating laboratories will be reimbursed for consumable supplies and associated overhead costs; **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 the Association of Public Health Laboratories, Inc. for the San Antonio Metropolitan Health District to recover expenses associated with participation in the Integrated Consortium of Laboratory Networks Surge Capacity Exercise for an amount not to exceed \$15,500.00 for a term beginning July 23, 2012 through September 4, 2012. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The City Manager or her designee or the Director of San Antonio Metropolitan Health District or his designee is hereby authorized to accept funds in the amount up to \$15,500.00 from the Association of Public Health Laboratories, Inc. (APHL) for the period of July 23, 2012 through September 4, 2012.

**SECTION 3.** Upon approval of this ordinance, a new fund and internal order number will be created. A proposed budget which is attached hereto and incorporated herein for all purposes as **Attachment II** is approved and a formal final budget which will include Internal Order numbers and General Ledger numbers will be submitted by the department upon execution.

**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.

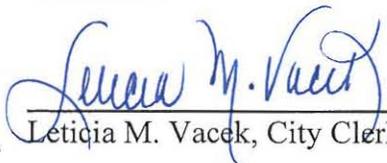
**SECTION 5.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 21st day of June, 2012.



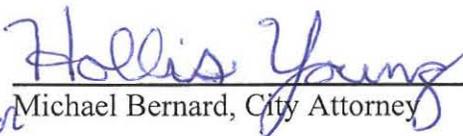
M A Y O R  
Julián Castro

**ATTEST:**



\_\_\_\_\_  
Leticia M. Vacek, City Clerk

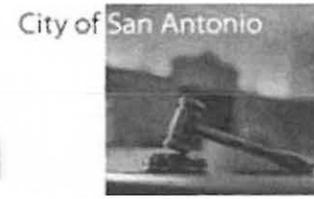
**APPROVED AS TO FORM:**



\_\_\_\_\_  
for Michael Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**



## Agenda Voting Results - 59

<b>Name:</b>	5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 27, 28, 30, 31, 32A, 32B, 32C, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 62, 63, 65A, 65B						
<b>Date:</b>	06/21/2012						
<b>Time:</b>	10:01:34 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with the Association of Public Health Laboratories, Inc. for the San Antonio Metropolitan Health District to recover expenses associated with participation in the Integrated Consortium of Laboratory Networks Surge Capacity Exercise for an amount not to exceed \$15,500.00 for a term beginning July 23, 2012 through September 4, 2012. [Erik J. Walsh, Deputy City Manager; Dr. Thomas L. Schlenker, Director, Director of Public Health]						
<b>Result:</b>	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			x	
Leticia Ozuna	District 3	x					
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



June 12, 2012

Mark S. Wade  
Laboratory Director  
Laboratory Services Branch  
San Antonio Metro Health District  
332 West Commerce Street, Suite 203 B  
San Antonio, TX 78205  
T: 210-207-8747  
F: 210-207-2159  
E: [mark.wade@sanantonio.gov](mailto:mark.wade@sanantonio.gov)

**Re: Agreement for Participation in Integrated Consortium of Laboratory Networks  
(ICLN) Surge Capacity Exercise**

Dear Mr. Wade,

This letter will confirm the agreement between the Association of Public Health Laboratories, Inc. ("APHL") and the City of San Antonio on behalf of the San Antonio Metropolitan Health District Laboratory (the "Contractor"). We agree as follows:

**1. Term.**

**A.** The term of this Agreement will begin on July 23, 2012. It will conclude when the Contractor completes its responsibilities. The Contractor shall complete its responsibilities no later than September 4, 2012.

**B.** Either party may terminate this Agreement, without cause, by giving the other party fifteen (15) calendar days' advance written notice of termination. In the event of early termination without cause, APHL will pay the Contractor for work satisfactorily performed through the date of termination.

**2. Background & Purpose.**

**A.** APHL works to safeguard the public's health by strengthening public health laboratories in the United States and across the world. In collaboration with members, APHL advances laboratory systems and practices, and promotes policies that support healthy communities.

**B.** Under Cooperative Agreement Number U60HM000803 (CFDA# 93.065) with the U.S. Centers for Disease Control and Prevention (“CDC”), APHL conducts the APHL-CDC Partnership for Quality Laboratory Practice project to provide technical assistance, training and information to state and local public health and clinical laboratories in controlling communicable diseases, chronic diseases and disorders, and other preventable health conditions.

**C.** The purpose of this Agreement is to retain the Contractor to participate in an ICLN Surge Capacity Exercise.

**D.** An additional purpose of this Agreement is to create a contractual framework under which the Contractor may be engaged to perform additional work assignments. Neither party is obligated to perform additional services or to pay additional compensation unless the additional work is authorized by an amendment to this Agreement.

**3. Responsibilities of the Contractor.**

**A.** The Contractor shall carry out the work described in Exhibit A, Work Statement, which is attached and incorporated by reference (the “Work”).

**B.** The Contractor shall prepare all materials and perform all services using its best skills and attention.

**C.** The Contractor shall prepare reports and other final deliverables using a format and software programs agreed to in advance by both parties.

**D.** Any data provided by the Contractor must be free of identifiers that would permit linkages to individuals and must be free of variables that could lead to deductive disclosure of the identity of the individual subjects.

**E.** The Contractor shall comply with all applicable laws in the performance of its obligations under this Agreement. The Contractor shall comply with Federal, State, and local health and safety standards applicable to its operations, and shall establish and implement necessary measures to minimize its employees’ risk of injury and illness in activities related to this Agreement. If the Contractor is conducting activities outside the US under this Agreement, the Contractor shall coordinate as necessary with appropriate government authorities and shall obtain appropriate licenses, permits, and approvals. The Contractor shall ensure that it and its officers, directors, employees, agents, and contractors (regardless of nationality) (i) avoid any action that violates or appears to violate any governmental rule relating to ethics and integrity, (ii) avoid any corrupt practice (for example, offering or accepting bribes), and (iii) avoid any fraudulent practice (for example, falsifying financial records). The Contractor shall immediately inform APHL of any violation of this provision, and shall cooperate with APHL in taking corrective action.

F. If the Contractor or APHL determines that additional work might be desirable, the Contractor shall prepare an estimate of the work required to complete the service and the projected cost. If this quote is acceptable to APHL, APHL will prepare an amendment to this Agreement. All Work Orders are subject to the provisions of this Agreement. The Contractor shall not perform the proposed additional work unless authorized by an amendment to this Agreement.

G. APHL may unilaterally order minor changes in the work that are not inconsistent with the intent of this Agreement. The cost or credit to APHL as a result of these changes will be determined by the mutual agreement of the parties, and the price and schedule will be modified accordingly. The Contractor shall not perform any change in the Work without advance written authorization from APHL.

H. APHL may unilaterally cancel a portion of the work in progress. In the event of cancellation, APHL will pay the Contractor for work satisfactorily performed through the date of cancellation.

4. **Project Schedule.**

A. APHL may request revisions to any deliverable. Upon agreement of the parties, the Contractor shall complete all requested revisions to the satisfaction of APHL prior to the start of the next step of the project.

B. The Contractor shall promptly notify APHL of any situation which might interfere with the Contractor's ability to meet project deadlines.

C. If a party fails to meet deadlines because of a matter beyond the party's control, the parties shall work together to adjust the future deadlines accordingly.

5. **Compensation.**

A. APHL agrees to pay the Contractor as described in Exhibit A and in later Work Orders (if any) issued under this Agreement. The total compensation which may be authorized under this Agreement and later Work Orders is a sum not to exceed fifteen thousand five hundred Dollars (\$15,500)

B. Compensation will be paid in response to invoices submitted by the Contractor. Each invoice must include a detailed statement of the services provided. The undisputed portion of each invoice will be paid within thirty (30) days after receipt of the invoice by APHL.

C. The Contractor shall send invoices to:

Sikha Singh, Senior Specialist, LRN  
8515 Georgia Avenue, Suite 700  
Silver Spring, MD 20910

P: 240-485-2726  
F: 240.485.2700  
E: [Sikha.Singh@aphl.org](mailto:Sikha.Singh@aphl.org)

D. APHL is not responsible for payment of any amount other than those charges specifically set forth in this Agreement, unless the Contractor has obtained APHL's written approval prior to incurring the charge.

6. **Compliance with Funding Conditions.** This project is funded through a Cooperative Agreement between APHL and the CDC. The Contractor shall comply with the terms and conditions of the Cooperative Agreement. [Further general information may be obtained from the Department of Health & Human Services Grants Policy Statement (dated January 1, 2007) (currently available at: <http://dhhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>).]

A. **Lower Tier Transactions.** The Contractor shall include the provisions of this "Compliance with Funding Conditions" section as conditions of any subcontract (with the subcontractor agreeing to comply with these provisions as if it is the Contractor). These provisions must be conditions of any subcontract, sub-subcontract, etc., governing a lower tier transaction.

B. **Public Policy Requirements.** The Contractor shall comply with the following laws and regulations as applicable to the Cooperative Agreement.

- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- ii. Debarment and Suspension (Executive Orders 12549 and 12689);
- iii. Equal Employment Opportunity regulations (Executive Order 11246, as amended by Executive Order 11375 and as supplemented by 41 CFR, Part 60);
- iv. Public Health Security and Bioterrorism Preparedness and Response Act (42 U.S.C. 201);
- v. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act ("USA PATRIOT" Act); and
- vi. Non-Discrimination Acts, including but not necessarily limited to: (a) Title VI of the Civil Rights Act of 1964 (42 USC 2000[d] *et seq.*) which prohibits discrimination on the basis of race, color or national origin (not applicable to foreign [non-US] organizations); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex (not applicable to foreign organizations); (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap (not applicable to foreign organizations); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age (not applicable to foreign organizations); (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or

alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) any other nondiscrimination provisions in the specific statute(s) under which the Cooperative Agreement was made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the Cooperative Agreement.

**C. Bayh-Dole Act:** Inventions conceived or first actually reduced to practice by the Contractor in the performance of experimental, developmental, or research work under this Agreement are subject to the Bayh-Dole Act (37 CFR 401) and the standard patent right clauses (37 CFR 401.14).

**D. Equipment & Products.** Purchases of equipment and products under this Agreement are subject to the Buy American Act (41 U.S.C. 10), which requires the purchase of American-made equipment and products to the greatest extent practicable.

**E. Travel.** Travel within and outside the US under this Agreement is subject to the Fly America Act (49 U.S.C. 40118), which requires utilization of US-flag carriers to the greatest extent practicable (generally regardless of cost, convenience, and personal travel preferences).

**F. Publications.**

- i. Publications shall bear an acknowledgement and disclaimer, as appropriate, such as: "This publication (journal article, etc.) was supported by the Association of Public Health Laboratories and Cooperative Agreement Number U60HM000803 from Centers for Disease Control and Prevention ("CDC"). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC."
- ii. The US Government has a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, and otherwise use publications, data, and other copyrightable works developed by the Contractor under this Agreement. The US Government may also grant a sublicense of these rights to others to do so for Federal purposes.
- iii. For the purposes of this section, "data" means recorded information, regardless of the form or media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.

- iv. Any papers published must cite the funding support of all institutes listed below:

National Center for HIV, Viral Hepatitis, STD and TB Prevention (PS)  
Coordinating Center for Infectious Diseases (CH)  
Office of Workforce and Career Development (OWCD)  
National Center for Environmental Health (NCEH)  
National Center for Zoonotic, Vector-borne, and Enteric Diseases (CK)  
Coordinating Office of Global Health  
Coordinating Office for Terrorism Preparedness and Emergency Response (CTPER)  
National Center for Health Marketing (HM)

- G. Publicity.** Press releases, articles, reports, and other materials publicizing or resulting from the Contractor's work under this Agreement must include an acknowledgment that the project was supported by the CDC. The Contractor shall use the following disclaimer and acknowledgment of support:

"This publication (journal article, etc.) was supported by the Association of Public Health Laboratories and Cooperative Agreement Number U60HM000803 from Centers for Disease Control and Prevention ("CDC"). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC."

- H. APHL Approval Required.** The Contractor shall not distribute any press releases, articles, reports, or other materials except as approved by APHL in writing. The Contractor shall forward one copy of the material to APHL for review. APHL's approval must be obtained prior to distribution. If approved, the Contractor shall later forward two (2) copies of the published materials to the Representative of APHL, who will deliver one (1) of those copies to the CDC. These published materials must be delivered within thirty (30) days after publication.

- I. Examination of Records.** The Contractor shall cooperate with APHL in the audit of APHL that is required by Office of Management and Budget Circular A-133. The Comptroller General of the United States, the Department of Health and Human Services, the CDC, APHL, and their representatives have the right to access and examine any books, documents, papers, and records of the Contractor that involve transactions related to this Agreement, for the purpose of audit and making excerpts and transcriptions. The Contractor shall maintain auditable records for at least three (3) years following the completion of this Agreement. Further, the Contractor shall permit these representatives access to its facilities and personnel for the purpose of on-site inspections, and shall provide information, as requested, to determine compliance with the Cooperative Agreement terms and conditions.

- J. Termination of Cooperative Agreement.** If funds are not appropriated or otherwise made available for the continued performance of the Cooperative Agreement,

or if the Cooperative Agreement is terminated, APHL may terminate this Agreement without penalty upon written notice to the Contractor. In the event of termination, APHL will pay the Contractor for work satisfactorily performed through the date of termination.

**K. Prohibition on Lobbying.**

- i. The Contractor is prohibited from using appropriated Federal funds (other than profits from a Federal contract) for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involved conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.
- ii. In addition no part of CDC appropriated funds, shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the appropriated funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.
- iii. Any activity designed to influence action in regard to a particular piece of pending legislation would be considered "lobbying." That is lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal or State levels to urge support of, or opposition to, pending legislative proposals is prohibited. As a matter of policy, CDC extends the prohibitions to lobbying with respect to local legislation and local legislative bodies.
- iv. The provisions are not intended to prohibit all interaction with the legislative branch, or to prohibit educational efforts pertaining to public health. Clearly there are circumstances when it is advisable and permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, it would not be permissible to influence, directly or indirectly, a specific piece of pending legislation.
- v. It remains permissible to use CDC funds to engage in activity to enhance prevention; collect and analyze data; publish and disseminate results of

research and surveillance data; implement prevention strategies; conduct community outreach services; provide leadership and training, and foster safe and healthful environments.

- vi. Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and "grassroots" activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds. CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.
- vii. In addition to the restrictions in the Anti-Lobbying Act, CDC interprets the language in the CDC's Appropriations Act to mean that CDC's funds may not be spent on political action or other activities designed to affect the passage of specific Federal, State, or local legislation intended to restrict or control the purchase or use of firearms.

L. **Certifications.** By signing this Agreement, the Contractor certifies the statements listed below. These certifications are material representations of facts upon which APHL relied when it entered into this transaction.

- i. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. **Lobbying.** The Contractor certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Cooperative Agreement supporting this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- iii. No Delinquency on US Government Debts. The Contractor certifies that it is not indebted to the United States government, and does not have a judgment lien filed against it.

7. **Termination.**

A. APHL may terminate this Agreement by written notice to the Contractor if the Contractor fails to perform as required or otherwise violates this Agreement. APHL shall not terminate this Agreement pursuant to this subsection unless:

- i. APHL has given the Contractor written notice identifying the failure or violation, and
- ii. The Contractor has failed to correct the failure or violation within fifteen (15) calendar days after the receipt of the notice.

B. Upon receipt of a notice of termination, the Contractor shall immediately cease all work and shall turn over all work product and work-in-progress to the Representative of APHL.

C. In the event of early termination for cause, APHL will be obligated to pay the Contractor only for work satisfactorily performed through the date of termination.

8. **Copyright & Intellectual Property Rights.**

A. All articles, reports, and other materials produced by the Contractor pursuant to this Agreement (the "Materials") are a "work made for hire" under United States copyright law. APHL will be the exclusive owner of all copyright and proprietary rights to the Materials. If the Materials do not constitute work made for hire as a matter of law, the Contractor hereby transfers and assigns all rights in the Materials to APHL. The Contractor also hereby assigns to APHL and/or waives any claim that Contractor might now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit morale" in connection with the Materials. The Contractor shall provide any further documentation of these transfers that APHL requests. The Contractor shall secure the same agreement from all independent contractors performing services in connection with the Contractor's performance under this Agreement.

B. The Contractor represents and warrants that:

- i. the Contractor is solely responsible for the creation of the Materials;

- ii. the Materials are original and have never been published (except for material subject to copyright for which the Contractor has obtained permission to use);
- iii. they do not infringe upon any copyright, trademark, or other proprietary right, violate any right of privacy, or contain libelous material; and
- iv. they contain only information and data that is true and accurate to the best of the Contractor’s knowledge, belief, and expertise.

C. Upon termination of this Agreement, the Contractor shall immediately deliver to APHL all print and electronic materials provided or owned by APHL.

9. **Confidentiality.** To the extent permissible under the Texas Public Information Act or any other statutes, ordinances or Federal law relating to public disclosure, the Contractor shall maintain in strict confidence any Confidential Information of APHL that the Contractor reviews, receives, or acquires in the performance of this Agreement. **APHL will make efforts to clearly identify, preferably in writing, any Confidential Information.** “Confidential Information” means, subject to the limitation set forth below: economic and financial information, information and materials obtained from interviews or surveys, membership and donor lists, business procedures, solicitation or contact methods, and any other information regarding the business of APHL. Confidential Information does not include information that: (i) is or becomes available from public sources through no wrongful act of the Contractor; (ii) is already in the Contractor’s possession prior to the date of this Agreement without an obligation of confidentiality, except for information disclosed during discussions related to this Agreement; (iii) is rightfully disclosed to the Contractor by a third party with no obligation of confidentiality; (iv) is independently developed by the Contractor; or (v) is required to be disclosed pursuant to any court or regulatory order served on the Contractor. The Contractor may disclose Confidential Information to its accountants, counsel, and other financial and legal advisors with a need to know. If disclosure to a subcontractor is necessary in order to carry out the Contractor’s work, the Contractor must obtain the subcontractor’s agreement to abide by this confidentiality provision prior to disclosure.

10. **Representatives.** The following will act as the Representative authorized to administer this agreement on behalf of:

Contractor:	APHL:
Mark S. Wade, Laboratory Director San Antonio Metro Health District Laboratory 332 West Commerce Street, Suite 203 B San Antonio, TX 78205 P: 210-207-8747 F: 210-207-2159 E: <a href="mailto:mark.wade@sanantonio.gov">mark.wade@sanantonio.gov</a>	Sikha Singh, Senior Specialist, LRN 8515 Georgia Avenue, Suite 700 Silver Spring, MD 20910 P: 240-485-2726 F: 240.485.2700 E: <a href="mailto:Sikha.Singh@aphl.org">Sikha.Singh@aphl.org</a>

**11. Notice.** Any notice that either party is required or may desire to serve upon the other party must be in writing. Notice must be served either (i) personally, (ii) by mail (first class postage prepaid, certified and return receipt requested), or (iii) by delivery through an overnight express service (with confirmed delivery, charge prepaid or billed to shipper). Notice must be addressed as shown below, unless a different address is designated in writing by the receiving party. Notice is also required to be given by telephone, or facsimile, or electronic mail on the same date as deposited in the mail or with the express service.

<b>Contractor:</b>	<b>APHL:</b>
Thomas L. Schlenker, Director San Antonio Metro Health District 332 West Commerce Street, Suite 307 San Antonio, TX 78205 P: 210-207-8731 F: 210-207-8999 E: <a href="mailto:Thomas.schlenker@sanantonio.gov">Thomas.schlenker@sanantonio.gov</a>	Scott J. Becker, MS, Executive Director 8515 Georgia Avenue, Suite 700 Silver Spring, MD 20910 P: 240.485.2745 F: 240.485.2700 E: <a href="mailto:scott.becker@aphl.org">scott.becker@aphl.org</a>

With a copy to:

Troy E. Willitt  
In-House Counsel  
Association of Public Health Laboratories  
8515 Georgia Avenue, Suite 700  
Silver Spring, MD 20910  
P: 240.485.2716  
F: 240.485.2700  
E: [troy.willitt@aphl.org](mailto:troy.willitt@aphl.org)

**12. Survival.** The obligations and rights of the parties which by their nature would continue beyond the termination or expiration of this Agreement will survive beyond the termination or expiration of this Agreement and remain in full force and effect. These obligations and rights include (without limitation) those set forth in the Sections entitled “Copyright & Intellectual Property Rights”, “Indemnification”, and “Confidentiality”.

**13. Force Majeure.** Either party may terminate or suspend its obligations under this Agreement if performance of its obligations is prevented or delayed by an event beyond the party’s control and without its fault or negligence, including but not limited to: acts of God; acts of war or the public enemy; terrorism; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; laws, regulations and orders of governmental authorities; and curtailment of transportation facilities. Upon this circumstance arising, the non-performing party shall promptly notify the other party in writing and the parties shall negotiate in good faith to reach a resolution. The non-performing party will not be liable for this delay or failure to perform its obligations, except there will be a pro rata reduction in the consideration that would otherwise be due.

14. **Non-Discrimination**. The parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or sexual orientation.
15. **Governing Law**. This Agreement is governed exclusively by the laws of the Texas.
16. **Independent Contractors**. The relationship between the parties to this Agreement is that of independent contractors. This Agreement is not intended to create any association, partnership, joint venture, or agency relationship between the parties.
17. **Subcontracting**. The Contractor shall not subcontract its services without the prior written consent of APHL.
18. **Assignability**. The Contractor shall not assign this Agreement, or any interest in this Agreement, without the prior written consent of APHL.
19. **Successors**. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.
20. **Sole Agreement**. This document contains the entire agreement between the parties concerning the subject matter of this Agreement. It supersedes all prior and contemporaneous oral and written understandings.
21. **Amendment**. No amendment of this Agreement will be valid unless in writing and signed by both parties. provided, if there is a ministerial or non-substantive modification to this Agreement (e.g., a non-cost change to the Schedule of Deliverables on Exhibit A, the Work Statement), a party may send an electronic mail to the other party stating the terms of the proposed modification and, upon receipt of the other party's electronic mail reply confirming the other party's agreement with and consent to such modification, such modification will be valid.
22. **Waiver**. A party's waiver of a breach is not to be deemed a waiver of any subsequent breach of the same term or of any other term. No waiver will be valid unless in writing and signed by the waiving party.
23. **Severability**. If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement are not to be affected and will continue in effect. The invalid provision is to be deemed modified to the least degree necessary to remedy the invalidity.

*(Signatures on the following page)*

If this letter correctly states our agreement, please sign one copy in the space below and return it to:

APHL  
Attn: Contracts  
8515 Georgia Avenue, Suite 700  
Silver Spring, MD 20910

The second copy is for the Contractor's records.

Sincerely,

Carol J. Clark, MS, CPA  
Chief Operating Officer

Agreed to for City of San Antonio on behalf of the San Antonio Metropolitan Health District  
Laboratory

By: \_\_\_\_\_ (Date)  
(Signature of Authorized Contract Officer) (Date)  
Dr. Thomas L. Schlenker, Director of Public Health  
(Printed Name & Title)



**EXHIBIT A  
WORK STATEMENT**

**1. Services to be Provided by the Contractor:**

A. The Contractor shall provide all of the services, materials, equipment, facilities, and personnel required to perform the work described below (the "Work").

- i. Participate in a surge capacity exercise conducted by the Integrated Consortium of Laboratory Networks (ICLN), with the purpose of verifying surge model predictions by testing capacity of network laboratories to process environmental samples of *Bacillus anthracis* using PCR only. 200 samples of *Bacillus anthracis* spiked swab samples will be delivered to the LRN laboratory which will then employ the protocol for Extraction of DNA from Environmental swabs utilizing the appropriate extraction equipment. The testing of all 200 samples should be completed as rapidly as possible to mimic a surge response. The goal of this exercise to evaluate the time it takes various network laboratories to test 200 environmental samples.

**2. Schedule of Deliverables.** The Contractor shall complete the tasks outlined above according to the schedule in the table below.

<b>Milestone</b>	<b>Completion Date</b>
Complete testing of 200 environmental swab samples	No later than September 4, 2012

**3. Compensation.**

A. Compensation will be paid in response to invoices submitted by the Contractor. Each invoice must include a detailed statement of the services provided. The undisputed portion of each invoice will be paid within thirty (30) days after receipt of the invoice by APHL. The final invoice is due by October 1, 2012. If the final invoice is not received by this date it will not be paid. The Contractor hereby releases APHL from and waives all claims of any nature for non-payment based upon the Contractor's failure to submit all reimbursement requests by this date. The Contractor shall submit invoices according to the following schedule:

<b>Payment Amount</b>	<b>Invoice Date</b>
30% (\$4,650)	upon signature of contract by both parties
70% (\$10,850)	Upon completion of all of the contractors responsibilities

**B.** The Contractor shall send invoices to:

Sikha Singh, Senior Specialist, LRN  
8515 Georgia Avenue, Suite 700  
Silver Spring, MD 20910

P: 240-485-2726  
F: 240.485.2704  
E: [Sikha.Singh@aphl.org](mailto:Sikha.Singh@aphl.org)

**C.** APHL will not reimburse the Contractor for travel or other non-routine direct expenses.

**D.** APHL is not responsible for payment of any amount other than those charges specifically set forth in this Agreement, unless the Contractor has obtained APHL's written approval prior to incurring the charge.

Bioterrorism Surge Capacity Exercise  
 Fund 26xxxx  
 Functional Area 3600xxxx

<u>ESTIMATED REVENUES</u>	<u>SAP GL No.</u>	<u>ORIGINAL BUDGET</u>
Grant Revenue	4501100	15,208
Total Estimated Revenues		<u><u>15,208</u></u>

APPROPRIATIONS  
 Surge Exercise

Cost Center 36xxxx  
 Internal Order 136000000xxx

Fees to Professional Contractors	5201040	230
Waste Disposal	5201041	420
Maint & Rep - Mach & Equip	5204080	2,392
Chemicals, Medical and Drugs	5304040	12,166
<b>Total</b>		<u><u>15,208</u></u>

**Personnel Complement:**

Activity 36-xx-xx  
 Cost Center 36xxxx  
 Internal Order 136000000xxx

Class	Title	<u>POSITIONS</u>
		<u>0</u>
	Total:	<u><u>0</u></u>