

AN ORDINANCE 2018-08-16-0633

**AMENDING TWO AGREEMENTS RELATED TO THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S HEALTHY START PROGRAM WITH JONATHAN MEYER AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, D/B/A UT HEALTH, TO EXTEND THE TERM AND PROVIDE ADDITIONAL COMPENSATION IN A CUMULATIVE AMOUNT UP TO \$98,498.00 FOR TERMS ENDING MARCH 31, 2019.**

\* \* \* \* \*

**WHEREAS**, the San Antonio metropolitan Health District's Metro Health's Healthy Start program is responsible for operating a Fetal Infant Mortality Review (FIMR) and/or a Maternal Mortality and Morbidity Review (MMMR); and

**WHEREAS**, a FIMR is a national collaborative effort between the American College of Obstetrics and Gynecology and the Maternal Child Health Bureau dating back to 1990; and

**WHEREAS**, a FIMR is based on a community-wide action-oriented process that examines fetal and infant deaths through clinical abstraction and maternal interviews, determines preventability, and engages communities to take action; and

**WHEREAS**, beginning in 2017, Healthy Start also instituted the Bexar County Maternal Morbidity and Mortality Task Force (MMMR); and

**WHEREAS**, the Bexar County MMMR focuses on maternal death and disease at a more local level, and with a specific focus on the first year postpartum, compared to the state task force's focus on the first 42 days postpartum; and

**WHEREAS**, Metro Health's Healthy Start program is funded through the U.S. Department of Health and Human Services (DHHS) Healthy Start Program whose purpose is to engage communities in an effort to reduce infant mortality where rates are over one and a half times the national average through five strategic approaches; and

**WHEREAS**, these five approaches are to improve women's health before, during, and after pregnancy, promote quality services, strengthen family resilience, achieve collective impact, and increase accountability through quality improvement, performance monitoring, and evaluation; and

**WHEREAS**, to conduct quality improvement, performance monitoring and evaluation with the utmost integrity, it is typical for Healthy Start programs to utilize external evaluators to meet the DHHS strategic approach of increasing accountability; and

**WHEREAS**, Metro Health has contracted with external evaluators, Jonathan Meyer and the University of Texas Health Science Center at San Antonio d/b/a UT Health to fulfill requirements related to the increasing accountability strategic approach; and

**WHEREAS**, Healthy Start will be required to continue reporting its performance relating to the five strategic approaches twice annually, through a quantitative performance report and a narrative progress report where the work of these external evaluators is an essential component; and

**WHEREAS**, the DHHS Healthy Start Grant now continues through March 31, 2019 and requires Metro Health to secure these continued services to meet grant requirements through the end of the grant period; and

**WHEREAS**, through amendments with Jonathan Meyer and UT Health, Metro Health's Healthy Start Program will be able to meet the five strategic approaches and continue its efforts in reducing infant and maternal mortality rates in the San Antonio and Bexar County area; **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 her designee, is hereby authorized to amend two agreements related to the San Antonio Metropolitan Health District's Healthy Start Program with Jonathan Meyer and the University of Texas Health Science Center at San Antonio, d/b/a UT Health, to extend the term and provide additional compensation in a cumulative amount up to \$98,498.00 for terms ending March 31, 2019. A copy of each amendment, in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I** and **II**.

**SECTION 2.** Funding is available from General Ledger 5201040, and Internal Order Number 136000000743 and Fund 2202236004 of the Healthy Start 2018-2019 grant, for a total amount up to \$48,500.00. Payments not to exceed the budgeted amount is authorized to Jonathan Luke Meyer upon issuance of a purchase order.

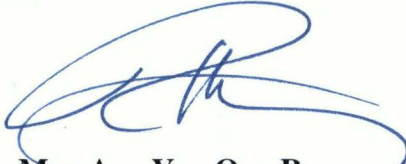
**SECTION 3.** Funding is available from General Ledger 5201040, and Internal Order Number 136000000743 and Fund 2202236004 of the Healthy Start 2018-2019 grant, for a total amount up to \$49,998.00. Payment not to exceed the budgeted amount is authorized to the University of Texas Health Science Center at San Antonio upon issuance of 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.

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

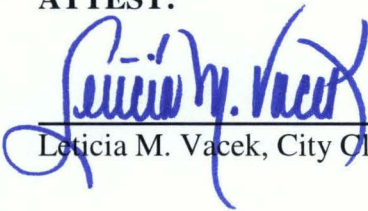
**PASSED AND APPROVED this 16th day of August, 2018.**



M A Y O R

Ron Nirenberg



**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	21 ( in consent vote: 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24, 25 )						
<b>Date:</b>	08/16/2018						
<b>Time:</b>	09:47:18 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance amending two agreements related to the San Antonio Metropolitan Health District's Healthy Start Program with Jonathan Meyer and the University of Texas Health Science Center at San Antonio, d/b/a UT Health, to extend the term and provide additional compensation in a cumulative amount up to \$98,498.00 for terms ending March 31, 2019. [Erik Walsh, Deputy City Manager; Colleen M. Bridger, MPH, PhD, Director of Health]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

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# Attachment I

**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "CITY") acting by and through the San Antonio Metropolitan Health District ("SAMHD"), and Jonathan Luke Meyer (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.

**WHEREAS**, the U.S. Department of Health and Human Services' (DHHS) Healthy Start Program's (Healthy Start) purpose is to engage communities in a national effort to reduce infant mortality where the rates are over one and a half times the national average; and

**WHEREAS**, the CITY and CONTRACTOR entered into an agreement for the CONTRACTOR to provide grant evaluation services in order to promote the mission of SAMHD's Healthy Start Program; and

**WHEREAS**, the Agreement provided for an initial term commencing on April 1, 2017 and terminating on March 31, 2018; and

**WHEREAS**, the parties now wish to amend the Agreement to extend the term for another year through March 31, 2019, increase the overall compensation and amend the same to include statutory provisions;  
**NOW THEREFORE:**

CITY and CONTRACTOR agree to amend the Agreement as follows:

A. Section 1.1 is amended to read as follows:

1.1 The term of this Agreement shall commence on April 1, 2017 and end on March 31, 2019.

B. Section 3.1 is amended to read as follows:

3.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, City agrees to pay CONTRACTOR a fee of ONE HUNDRED DOLLARS (\$100.00) per hour, for a total amount not to exceed FORTY EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$48,500.00) as total compensation, to be paid to CONTRACTOR in the manner set forth in Section 3.2.

C. Article XXVII is added to the Agreement as follows:

**XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

27.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

27.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

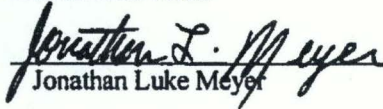
27.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

27.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR:**

  
Jonathan Luke Meyer

**CITY OF SAN ANTONIO:**

\_\_\_\_\_  
Erik Walsh, Deputy City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney

MH  
08/16/2018  
Item No. 21

# **Attachment II**



**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District, and UT Health San Antonio (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.

**WHEREAS**, the U.S. Department of Health and Human Services' (DHHS) Healthy Start Program's (Healthy Start) purpose is to engage communities in a national effort to reduce infant mortality where the rates are over one and a half times the national average; and

**WHEREAS**, the CITY and CONTRACTOR entered into an agreement for the CONTRACTOR to provide data evaluation services for Healthy Start's Fetal Infant Mortality Review (FIMR) Initiative in order to promote the mission of SAMHD's Healthy Start Program; and

**WHEREAS**, the Agreement provided for an initial term commencing on April 1, 2017 and terminating on March 31, 2018; and

**WHEREAS**, the parties now wish to amend the Agreement to extend the term for another year through March 31, 2019 and increase the overall compensation; **NOW THEREFORE:**

CITY and CONTRACTOR agree to amend the Agreement as follows:

A. Section 1.1 is amended to read as follows:

1.1 The term of this Agreement shall commence on April 1, 2017 and end on March 31, 2019.

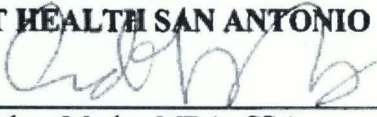
B. Section 3.1 is amended to read as follows:

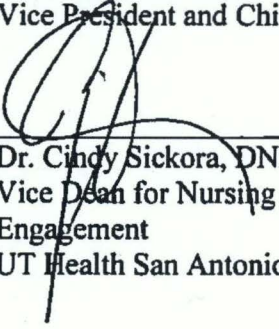
3.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, City agrees to pay CONTRACTOR a fee of SEVENTY DOLLARS (\$70.00) per hour, plus approved mileage and parking fees incurred in the course of the work per IRS mileage rate for the period within, for a total amount not to exceed FORTY NINE THOUSAND, NINE HUNDRED NINETY EIGHT DOLLARS (\$49,998.00) as total compensation, to be paid to CONTRACTOR in the manner set forth in Section 3.2.

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR:**  
**UT HEALTH SAN ANTONIO**

  
\_\_\_\_\_  
Andrea Marks, MBA, CPA  
Vice President and Chief Financial Officer

  
\_\_\_\_\_  
Dr. Cindy Sickora, DNP RN  
Vice Dean for Nursing Practice and  
Engagement  
UT Health San Antonio-School of Nursing

**CITY OF SAN ANTONIO:**

\_\_\_\_\_  
Erik Walsh  
Deputy City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney