

**AMENDMENT NO. 1
OF INTERLOCAL COOPERATION CONTRACT
BETWEEN CITY OF SAN ANTONIO AND DEPARTMENT OF STATE HEALTH
SERVICES**

The **CITY OF SAN ANTONIO** (“City”), on behalf of the San Antonio Metropolitan Health District (“Metro Health”), and the **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS”), each a “Party” and collectively “Parties” to that certain contract for the collection of data for Texas Behavioral Risk Factor Surveillance System survey services effective May 31, 2022 and denominated DSHS Contract No. HHSREV100002505 (“Contract”), now desire to amend the Contract.

I. RECITALS

WHEREAS, through Ordinance No. 2021-06-17-0446, passed and approved on June 17, 2021, City Council authorized the execution of an Contract (“Contract”) with DSHS for the provision for the collection of data for the 2022 Texas Behavioral Risk Factor Surveillance System Survey services;

WHEREAS, the City wishes to amend the Contract to extend the term of the Contract to September 30, 2025 to: (1) extend the data sampling time frame for the purpose of collecting more surveys during 2023 and 2024, (2) obtain data to identify long-term trends in behavioral health and chronic disease risk factors and outcomes, and the social and racial/ethnic disparities that define these risk factors and outcomes;

WHEREAS, the receipt of the data will allow Metro Health to understand how population health and the needs of the community is evolving, thus allowing us to more effectively plan long-term public health initiatives and interventions; and

WHEREAS, the Parties desire to amend this Contract to add funds for compensation for the additional surveys in 2023 and 2024; and

NOW THEREFORE, the Parties amend and modify the Contract as follows:

II. AMENDMENTS

1. ARTICLE III, TERM, of the Contract is amended as follows:

- 3.1 The term of this Contract commences upon date of contract execution and expires on **September 30, 2025**, unless renewed, extended or terminated pursuant to the terms and conditions of the Contract.
- 3.2 The Parties may renew this Contract, subject to (a) approval by the Director of Metro Health and (b) mutually agreeable terms and conditions. Any extension or renewal of the Contract must be in writing and signed by both Parties.

- 3.3 If funding for the entire Contract is not appropriated at the time this Contract is entered into, City retains the right to terminate this Contract prior to the commencement of an additional year of surveys and at the expiration of each of the City's budget periods. Funding is subject to and contingent upon appropriation by City Council.

2. ARTICLE V, SCOPE OF SERVICES, of the Contract is revised and restated as follows:

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms and attachments of this Contract.

- 5.1 DSHS administers the 2022 Texas BRFSS Survey during the 2022 calendar year, from January 1, 2022, to December 31, 2022.
- 5.2 As part of the administration of the 2022 Texas BRFSS Surveys, DSHS will oversample Bexar County and the remainder of the San Antonio Metropolitan Statistical Area (MSA) to increase the number of BRFSS Surveys in these areas.
 - A. For Bexar County only in 2022, DSHS will oversample an additional 394 completed surveys for a total of 850 completed surveys.
 - B. For all other counties in the San Antonio MSA in 2022, DSHS will oversample an additional 342 completed surveys for a total of 500 completed surveys.
- 5.3 DSHS will submit a 2022 Texas BRFSS Survey Public Use Data File (PUDF) of data compiled to Metro Health by **September 30, 2023.**
- 5.4 DSHS administers the 2023 Texas BRFSS Survey during the 2023 calendar year, from January 1, 2023, to December 31, 2023.
- 5.5 As part of the administration of the 2023 Texas BRFSS Surveys, DSHS will oversample Bexar County and the remainder of the San Antonio Metropolitan Statistical Area (MSA) to increase the number of BRFSS Surveys in these areas.
 - A. For Bexar County only in 2023, DSHS will oversample an additional 394 completed surveys for a total of 850 completed surveys.
 - B. For all other counties in the San Antonio MSA in 2023, DSHS will oversample an additional 342 completed surveys for a total of 500 completed surveys.
- 5.6 DSHS will submit a 2023 Texas BRFSS Survey Public Use Data File (PUDF) of data compiled to Metro Health by **September 30, 2024.**
- 5.7 DSHS shall administer the 2023 Texas BRFSS Survey and submit the 2023 Texas BRFSS Survey Public Use Data File (PUDF) of data compiled for a compensation amount of **\$77,280.00.**

- 5.8 DSHS shall administer the 2024 Texas BRFSS Survey during the 2024 calendar year, from January 1, 2024, to December 31, 2024.
- 5.9 As part of the administration of the 2024 Texas BRFSS Surveys, DSHS will oversample Bexar County and the remainder of the San Antonio Metropolitan Statistical Area (MSA) to increase the number of BRFSS Surveys in these areas.
- A. For Bexar County only in 2024, DSHS will oversample an additional 394 completed surveys for a total of 850 completed surveys.
- B. For all other counties in the San Antonio MSA in 2024, DSHS will oversample an additional 342 completed surveys for a total of 500 completed surveys.
- 5.10 DSHS will submit a 2024 Texas BRFSS Survey Public Use Data File (PUDF) of data compiled to Metro Health by **September 30, 2025**.
- 5.11 DSHS shall administer the 2024 Texas BRFSS Survey and submit the 2024 Texas BRFSS Survey Public Use Data File (PUDF) of data compiled for a compensation amount of **\$77,280.00**.

5.19 Basis for calculating reimbursement is as follows:

2022 through 2025 Texas BRFSS Metro Health County Oversample			
Project	Number of Additional Surveys	Cost Per Survey	Total Cost
2022 Texas BRFSS Oversample - Bexar County	394	\$100	\$39,400.00
2022 Texas BRFSS Oversample – Remaining Counties in San Antonio MSA	342	\$100	\$34,200.00
2023 Texas BRFSS Oversample - Bexar County	394	\$105	\$41,370.00
2023 Texas BRFSS Oversample – Remaining Counties in San Antonio MSA	342	\$105	\$35,910.00
2024 Texas BRFSS Oversample - Bexar County	394	\$105	\$41,370.00
2024 Texas BRFSS Oversample – Remaining Counties in San Antonio MSA	342	\$105	\$35,910.00
Total Cost			\$228,160.00

3. ARTICLE VI, CONSIDERATION, of the Contract is revised and restated as follows:

- 6.1 City agrees to pay DSHS a total amount not to exceed **TWO HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SIXTY DOLLARS (\$228,160.00)** as total compensation for DSHS' services provided under this Contract.
- 6.2 City will remit payments to DSHS within thirty (30) calendar days of receipt of the submitted invoice statement. All payments must be made pursuant with Texas Government Code, Chapter 791.
- 6.3 Schedule of payments due to DSHS, upon submission of invoice to the City, are as follows:

Description of Event	Amount
Upon Execution	\$73,600.00
Upon Execution of Amendment No.1	\$77,280.00
January 1, 2024	\$77,280.00
TOTAL:	\$228,160.00

4. ARTICLE VII. PAYMENT FOR SERVICES, of the Contract is amended to read as follows:

7.5 To the extent allowable by law, DSHS agrees to provide any information and documentation required to allow City to meet reporting obligations under the Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Grant and the Building Resilience: Strengthening the Public Workforce and Infrastructure in San Antonio Grant.

5. ARTICLE VIII. TERMINATION, of the Contract is amended to read as follows:

8.6 City expects to pay all obligations of this Contract from the Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Grant for Fiscal Year 2022 and 2023 and the Building Resilience: Strengthening the Public Workforce and Infrastructure in San Antonio Grant for Fiscal Year 2024 funding. This Contract is subject to termination, either in whole or part, subject to availability of grant funding from either the Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Grant for Fiscal Year 2022 and 2023 and the Building Resilience: Strengthening the Public Workforce and Infrastructure in San Antonio Grant for Fiscal Year 2024. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Contract, then upon written notice by City to DSHS of such lack of funding, this Contract will terminate and neither City nor DSHS will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Contract. In the event of a termination or cancellation under this section, City will promptly notify DSHS, and neither Party shall have any further obligations hereunder.

6. ARTICLE XI. ADMINISTRATION OF CONTRACT AND USE OF FUNDS, of the Contract is amended to read as follows:

11.1 DSHS agrees to comply with all terms and conditions that the City must comply with as a recipient of Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Grant and the Building Resilience: Strengthening the Public Workforce and Infrastructure in San Antonio Grant.

7. ARTICLE XIV. GRANT REQUIREMENTS, of the Contract is amended to read as follows:

14.4 DSHS agrees to comply with applicable terms and conditions attached hereto as **Attachment D, Federal Funding Provisions**. The City is responsible for all matters of compliance with the Building Resilience: Strengthening the Public Workforce and Infrastructure in San Antonio Grant funding and City rules and regulations.

8. ARTICLE XX. AMENDMENT, of the Contract is amended to read as follows:

Except where the terms of this Contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, must be effected by amendment, in writing, executed by both Parties, and subject to approval by the City Council, as evidenced by passage of an ordinance. Notwithstanding the above, the Director may execute contract amendments on behalf of City and without approval by City Council in the following circumstances: a) no cost extensions up to one year, b) modifications to the scope of service 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, c) modifications to the Agreement relating to the funding source and grant terms, and d) changes in state or federal regulations mandated by the funding agency.

5. ARTICLE XXII. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE, of the Contract is amended to read as follows:

The following documents are incorporated by reference and made a part of this Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise this Contract, the controlling document shall be this Signature Document, then the remaining documents in the order stated:

ATTACHMENT A – DATA USE AGREEMENT, TACCHO VERSION, 2019

ATTACHMENT B – HHS AFFIRMATIONS, VERSION 2.1

ATTACHMENT C -- FEDERAL FUNDING PROVISIONS

ATTACHMENT D – FEDERAL FUNDING PROVISIONS FISCAL YEAR 2024

III. TERMS AND CONDITIONS

1. This Amendment No. 1 shall be effective as of the date last signed below.
2. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, shall remain in full force and effect.

3. Any further revisions to the Contract shall be by written agreement of the Parties.
4. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
Claude A. Jacob
Health Director
San Antonio Metropolitan Health District

By: _____
Barbara Klein
Senior Advisor

Date

Date

Approved as to Form:

City Attorney