

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH
DISTRICT AND
AVANCE-SAN ANTONIO, INC.**

This Memorandum of Agreement (Agreement) is entered into by and between the City of San Antonio (City) a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health), and AVANCE-San Antonio, Inc. (AVANCE), a nonprofit organization.

WHEREAS, the Triple P – Positive Parenting Program (Triple P) is a parenting and family support system designed to prevent as well as treat behavioral and emotional problems in children and teenagers; and

WHEREAS, the Triple P Providers Collaborative (Collaborative) is a group of agencies and organizations in San Antonio and Bexar County that implement Triple P; and

WHEREAS, the Collaborative is led by the Violence Prevention Section Triple P program (Triple P program) at Metro Health and focuses on coordinating training, professional development, and peer support for Triple P practitioners and also supports the Collaborative in standardizing demographic and satisfaction survey data collection for reporting; and

WHEREAS, the Collaborative meets on a monthly basis to discuss implementation, share resources, and discuss the reach and scope of Triple P classes in the community; and

WHEREAS, in addition, the Triple P program at Metro Health provides training, peer support, and other professional development for the Triple P practitioners who work for the agencies and organizations in the Collaborative; and

WHEREAS, participants in the Collaborative include AVANCE San Antonio, Inc., Healthy Neighborhoods at Metro Health, Healthy Start at Metro Health, COSA Head Start, DePelchin Children’s Center, Family Service, The P.E.A.C.E. Initiative, Empower House, Guardian House, San Antonio Council on Alcohol and Drug Awareness (SACADA), and Madonna Center, Inc.; and

WHEREAS, AVANCE and the City participate in the Collaborative; and

WHEREAS, this Agreement defines the terms in connection with the facilitation of data collection and sharing with the Triple P program at Metro Health and key community collaborators and practitioners, which support the Collaborative in having knowledge of the reach and scope of Triple P in the community; and

WHEREAS, furthermore, collection and analysis of the data ensures that practitioners and practitioner agencies are able to receive continuous feedback from the community and ensures that participants are having a high quality experience with each parenting intervention and continuously improves Triple P programming; and

WHEREAS, this Agreement delineates the Parties’ responsibilities in meeting the anticipated needs of AVANCE and the City in order to promote the goals of the Collaborative and furthering public health; and

NOW THEREFORE, the Parties agree as follows:

I. Purpose of the Agreement

The purpose of this Agreement (MOA) is to provide Triple P program participant data to City’s Violence Prevention Triple P Program in support of the prevention of child abuse and domestic violence within Bexar County. The data

will be utilized for purposes of data analysis and reporting Triple P demographic data reported by AVANCE to produce individual agency reports in addition to monthly aggregate reports. Metro Health will also be utilizing the data to provide reports to the Collaborative related to Triple P's reach and scope in the community.

II. Definitions

"Agreement" means this Memorandum of Agreement, including all documents attached or incorporated by reference.

"Data" means the data provided by AVANCE, whether that data originated in AVANCE or in another entity, and any fields or variables derived from these data, on whatever media they shall exist.

III. Term and Termination

3.1 **Term:** Unless terminated as provided for in this Agreement, this MOA will become effective on the signature date of the latter of the Parties to sign this MOA, and end on September 30, 2023. The parties may renew this agreement for two additional one year terms. The renewals shall be in writing and signed by the Director of Metro Health or designee without further action by the San Antonio City Council.

3.2 **Termination:** The Parties agree that either Party may terminate this Agreement with or without cause upon 30 days written notice to the other Party.

IV. AVANCE's Responsibilities

4.1 AVANCE agrees to provide City certain Data extracted from AVANCE's designated Triple P participant records which AVANCE maintains.

4.2 Data to be provided to City shall be demographic and survey data collected by AVANCE for all participants in AVANCE's Triple P classes (Level 2 Selected Seminars and Level 2 Selected Seminars Stepping Stones) for data analysis and reporting purposes. The Data will include the following for each participant:

- First and Last Name
- Email address
- Phone number
- ZIP code
- Gender identity
- Race and ethnicity
- Primary language spoken in the household
- Number of children in the household ages 0 to 5
- Number of children in the household ages 6 to 9
- Number of children in the household ages 10 to 12
- Number of children in the household ages 13 and older
- Relationship to children in the household
- individual satisfaction survey responses consistent with the attached Attachment I satisfaction survey questions attached hereto and incorporated for all purposes.

City may request changes or additional demographic variables by submitting the request to AVANCE for review and approval.

4.3 AVANCE will deliver the Data to City by using an AVANCE folder on the City's Sharepoint that only selected AVANCE staff and the Triple P program staff at Metro Health will have access to view and edit. Data will be due the 3rd Monday of every month for the preceding month in which classes were held.

V. City Responsibilities

- 5.1 City will provide support by analyzing satisfaction survey data from participants, including participants' view of the quality of the session, whether they intend to utilize the strategies learned with their families, etc.
- 5.2 City will provide data analysis and reporting for Triple P Data reported by AVANCE to produce individual agency reports in addition to monthly aggregate reports.
- 5.3 City will provide assistance to help design data collection, assessment, and satisfaction survey forms.
- 5.4 City will provide reports of aggregate information to the Collaborative to be used by the Collaborative to determine the reach and scope of Triple P in the community and help identify gaps in coverage, identify new partners and ensure the community is equitably served.
- 5.5 Access to the information provided by AVANCE will be restricted to authorized staff who need it to perform the work requiring access to the information as detailed in the purpose of this Agreement.
- 5.6 Data provided by AVANCE will be maintained by City consistent with applicable retention schedules.

VI. Indemnification

6.1 Indemnification: AVANCE 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 AVANCE'S activities under this Agreement, including any acts or omissions of AVANCE, any agent, officer, director, representative, employee, consultant or subcontractor of AVANCE, 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 AVANCE 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.

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. AVANCE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or AVANCE known to AVANCE related to or arising out of AVANCE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at AVANCE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving AVANCE of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by AVANCE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. AVANCE shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If AVANCE fails to retain Counsel within

such time period, City shall have the right to retain defense counsel on its own behalf, and AVANCE shall be liable for all costs incurred by City. 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.

VII. Insurance

7.1 A) Prior to the commencement of any work under this Agreement, AVANCE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to Metro Health, which shall be clearly labeled "Memorandum of Agreement- Triple P program" 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by Metro Health. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The 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 whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to AVANCE's right to maintain reasonable deductibles in such amounts as are approved by the City, AVANCE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at AVANCE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, 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:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented to you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate. 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	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. AVANCE shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. AVANCE shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: San Antonio Metropolitan Health District
P.O. Box 839966
San Antonio, Texas 78283-3966

E) AVANCE 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 insureds 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 the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, AVANCE shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend AVANCE's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

G) In addition to any other remedies the City may have upon AVANCE'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 AVANCE to stop work hereunder, and/or withhold any payment(s) which become due to AVANCE hereunder until AVANCE demonstrates compliance with the requirements hereof.

H) Nothing herein contained shall be construed as limiting in any way the extent to which AVANCE may be held responsible for payments of damages to persons or property resulting from AVANCE's or its subcontractors' performance of the work covered under this Agreement.

I) It is agreed that AVANCE'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.

J) 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 the City shall be limited to insurance coverage provided.

VIII. General Provisions

8.1 **Confidentiality:** The Parties will comply with all applicable state and federal laws relating to the privacy and confidentiality of the Data and records. The Parties will use confidential Data under this MOA only

for purposes as described in this MOA and as otherwise allowed by law. To the extent allowed by law, City will maintain the confidentiality of all information gained by reason of this Agreement. The Parties acknowledge that City as a Texas municipality is subject to public information laws, including the Texas Public Information Act and shall process all record requests in accordance with such laws.

8.2 **Ownership of Documents:** Any and all writings, reports, documents or information in whatsoever form and character produced by City pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by AVANCE. AVANCE understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

8.3 **Compensation:** No fees or expenses shall be exchanged between the City and AVANCE for the activities set out under this Agreement. The City will not be charged for any services performed by AVANCE in connection with the activities covered by this Agreement or have any obligation to pay the salaries or expenses of any AVANCE personnel. Any costs and expenses incurred under the terms of this MOU will be paid by the Party incurring the cost or expense.

8.4 **Notice:** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

City:

City of San Antonio
San Antonio Metropolitan Health District
Attn: Director
100 W. Houston, 14th floor
San Antonio, TX 78205

AVANCE-San Antonio, Inc.

AVANCE-San Antonio, Inc.
Attn: Susan S. Thompson, Executive Director
903 Billy Mitchell Blvd., Suite 100
San Antonio, TX 78226

8.5 **Independent Contractor:** AVANCE is an independent contractor, and neither AVANCE nor any of its agents, representatives, staff or employees shall be considered agents, representatives, or employees of the City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relations between the parties hereto. AVANCE shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. City shall not provide AVANCE staff any salaries, insurance or other benefits.

8.6 **Non-Discrimination:** As a party to this contract, AVANCE 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

8.7 **Amendments:** 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 AVANCE.

8.8 **Licenses/Certifications:** AVANCE warrants and certifies that AVANCE 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.

8.9 **Compliance:** AVANCE shall provide and perform all services under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations and shall comply with standards, guidelines, and policies of the City and Metro Health.

8.10 **Assignment:** This Agreement is not assignable by either party without the prior written consent of the other party. Any assignment without such written consent shall be void.

8.11 **Captions:** 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.

8.12 **Texas Law to Apply/Venue:** This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas.

8.13 **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.14 **Entire Agreement:** The final and entire Memorandum of Agreement between the parties hereto and contains 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 hereof, and duly executed by the parties.

WITNESS OF WHICH this Memorandum of Agreement has been executed on this the

_____ day of _____, 2022.

City of San Antonio

AVANCE-San Antonio, Inc.

Claude A. Jacob
Health Director

DocuSigned by:
Susan S. Thompson
1AEE90102613490...

Susan Steves Thompson
Executive Director

Date

9/8/2022

Date

Approved as to form:

City Attorney



CITY OF SAN ANTONIO
METROPOLITAN HEALTH DISTRICT

Attachment I



Triple P Seminars Satisfaction Survey

1. Name

2. When did you attend a Triple P Seminar? (MM/DD/YY)

3. Who was the presenter for this Triple P Seminar?

4. How would you rate the quality of the seminar presentation? (please circle)

Excellent

Good

Fair

Poor

5. Did the seminar provide enough opportunities for questions? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

6. Was the seminar interesting to you? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

7. Did the presenter use clear examples to represent parenting issues? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

8. Did the presenter provide clear explanations? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

9. Were you provided with enough information to effectively use the parenting advice you heard about? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

10. Overall, how would you rate the content of the seminar? (please circle)

Excellent

Good

Fair

Poor

11. Was the seminar helpful in gaining an understanding of what you can do to help your child learn new skills and behavior? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

12. Do you intend to use the parenting advice you received? (please circle)

Yes, definitely

Yes, generally

No, not really

No, definitely not

13. In your opinion, what is one thing parents in San Antonio need to be successful?

14. Do you have any comments, questions, or concerns related to this Triple P discussion

group that you would like to share with us?
