

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO ON BEHALF OF THE SAN ANTONIO METROPOLITAN HEALTH
DISTRICT AND
UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY**

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 United Way of San Antonio and Bexar County (Center), 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, United Way of San Antonio and Bexar County, 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, Center 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 Center 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 Center 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 Center, whether that data originated in Center 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. Center’s Responsibilities

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

4.2 Data to be provided to City shall be aggregate demographic and survey data collected by Center for all participants in Center’s Triple P classes (Level 2 Selected Seminars, Level 3 Discussion Groups, and Level 4 Group) for data analysis and reporting purposes. The Data will include the following for each participant:

- 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 Center for review and approval.

4.3 Center will deliver the Data to City by using a Center folder on the City’s Sharepoint that only selected Center 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 data analysis and reporting for Triple P Data reported by Center to produce individual agency reports in addition to monthly aggregate reports.
- 5.2 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.
- 5.4 Access to the information provided by Center 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.
- 5.5 Data provided by Center will be maintained by City consistent with applicable retention schedules.

VI. Indemnification

6.1 Indemnification: CENTER 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 CENTER'S activities under this Agreement, including any acts or omissions of CENTER, any agent, officer, director, representative, employee, consultant or subcontractor of CENTER, 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 CENTER 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. CENTER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CENTER known to CENTER related to or arising out of CENTER's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CENTER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CENTER 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 CENTER in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CENTER 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 CENTER fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CENTER 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 No later than 30 days before the scheduled event, CENTER must provide a completed Certificate(s) of Insurance to Metro Health. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. 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 CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CENTER certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CENTER shall obtain and maintain in full force and effect for the duration of this Agreement, at CENTER'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CENTER claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
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 *g. Sexual Abuse/Molestation	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 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 \$250,000 per occurrence
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

CENTER must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CENTER and provide a certificate of insurance and endorsement that names CENTER and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CENTER must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

CENTER's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Center shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon CENTER'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CENTER to stop work and/or withhold any payment(s) which become due to CENTER under this Agreement until CENTER demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CENTER may be held responsible for payments of damages to persons or property resulting from CENTER'S or its subcontractors' performance of the work covered under this Agreement.

CENTER'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CENTER and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

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 Center. Center 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 Center for the activities set out under this Agreement. The City will not be charged for any services performed by Center in connection with the activities covered by this Agreement or have any obligation to pay the salaries or expenses of any Center personnel. Any costs and expenses incurred under the terms of this MOA 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

United Way of San Antonio and Bexar County:

United Way of San Antonio and Bexar County

Attn: Jeniffer Richardson, Senior Vice President of
Strategic Initiatives and Public Policy
700 S. Alamo Street
San Antonio, TX 78205

8.5 **Independent Contractor:** Center is an independent contractor, and neither Center 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. Center 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 Center staff any salaries, insurance or other benefits.

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

8.8 **Licenses/Certifications:** Center warrants and certifies that Center 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:** Center 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

United Way of San Antonio and Bexar County

Claude A. Jacob
Health Director

Jeniffer Richardson, DM, MAOM
Senior Vice President of Strategic Initiatives and
Public Policy

Date

Date

Approved as to form:

City Attorney