MH/vv
09/08/16
Item #9

AN ORDINANCE 2016-09-08-0679

AUTHORIZING AN AGREEMENT WITH THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT IN AN AMOUNT UP TO $546,800.00 FOR THE SCHOOL DISTRICT'S PROVISION OF ADOLESCENT HEALTH EDUCATION SERVICES FOR A PERIOD BEGINNING OCTOBER 1, 2016 AND ENDING DECEMBER 31, 2017, WITH THE OPTION TO RENEW FOR ONE YEAR.

* * * * *

WHEREAS, submitted for City Council consideration and action is an agreement with the San Antonio Independent School District (ISD) for the provision of adolescent health education services; and

WHEREAS, on January 31, 2013, City Council authorized the submission of six project proposals by the San Antonio Metropolitan Health District (Metro Health) through the Regional Healthcare Partnership Anchor entity, University Health System (UHS) for consideration and funding through the new Delivery System Reform Incentive Payment (DSRIP) arm of the "Texas Healthcare Transformation and Quality Improvement Program" or "Transformation Waiver;" and

WHEREAS, Metro Health carefully selected projects in the following areas: diabetes prevention, children's oral health services, HIV and Syphilis prevention, breastfeeding promotion, teen pregnancy prevention and neighborhood health promotion; and

WHEREAS, authorization of the agreement with the San Antonio ISD will allow Metro Health to continue to expand evidence based adolescent health education for the prevention of adolescent pregnancy, sexually transmitted diseases and HIV in San Antonio; and

WHEREAS, this agreement is subject to and contingent upon Medicaid 1115 Waiver funding; and

WHEREAS, HHSC submitted a request to the Centers for Medicare and Medicaid Services (CMS) for a 15 month extension of the Medicaid 1115 Waiver; and

WHEREAS, the extension period was approved and has been extended for a 15 month period beginning on October 1, 2016 and ending on December 31, 2017; **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 San Antonio Independent School District in an amount up to $546,800.00 for the school district's provision of adolescent health education services for a period beginning October 1, 2016 and ending December 31, 2017, with the option to renew for one year. A copy of said agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**

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SECTION 2. Funding in the amount of $546,800.00 for this ordinance is available in Fund 29658000, Internal Order 836000000007 and General Ledger 5201040, as part of the Medicaid 1115 Waiver funding.

SECTION 3. Payment not to exceed the budgeted amount is authorized to San Antonio Independent School District and should be encumbered with 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.

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 8th day of September, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

City Attorney

Agenda Item:	**9 (in consent vote: 5, 6, 7, 8, 9, 11, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 12, 14, 15, 16, 16A, 16B)**
Date:	09/08/2016
Time:	09:17:27 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an Agreement with the San Antonio Independent School District for the school district to provide adolescent health education services for the period beginning October 1, 2016 and ending December 31, 2017, with the option to renew for one year. [Erik Walsh, Deputy City Manager; Dr. Vincent R. Nathan, Interim Director of Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

City of San Antonio
San Antonio Metropolitan Health District
111 Soledad, 10th Floor
San Antonio, TX 78205

San Antonio Independent School District
141 LaVaca St.
San Antonio, TX 78210

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into between the San Antonio Independent School District (District), which is an Independent School District organized under Education Code Chapter 11, and the City of San Antonio (City), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health) (hereinafter collectively referred to as the Parties).

WHEREAS, Metro Health will be participating in the Medicaid 1115 Waiver Extension Period through 2017; and

WHEREAS, teen pregnancy, STD & HIV prevention is one of seven areas of focus in Metro Health's program; and

WHEREAS, Metro Health's teen pregnancy, STD & HIV prevention project will include providing evidence-based curriculum to District's secondary students, and referrals to the Teen HOPES case management program for District's teen mothers; and

WHEREAS, the District will coordinate, implement and schedule curriculum lessons, coordinate parent consent activities and parent meetings, and provide data for program evaluation purposes and will further provide teen pregnancy and teen parenting data by school and by grade level for the school year during the term of the contract; and

NOW THEREFORE, this Memorandum of Agreement of the Parties delineates responsibilities of each party with regards to the teen pregnancy, STD & HIV prevention project.

I. Purpose

1.1 This Agreement between the City of San Antonio on behalf of Metro Health and the District outlines the collaboration of the parties with regard to implementing evidence-based teen pregnancy, STD & HIV prevention education to District secondary school students and referring eligible teen mothers for case management.

II. Joint Acknowledgements

2.1 The Parties agree and understand that the City expects to pay all obligations of this Agreement from funds received through the Medicaid 1115 Waiver program. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then this Agreement will terminate and neither City nor District will

have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement.

2.2 The Parties recognize that enhancing the collaboration between the City and District is essential for providing evidence-based teen pregnancy, STD & HIV prevention education to District's secondary school students and case management referrals for District's teen mothers.

2.3 The District and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

2.4 THE DISTRICT AND THE CITY ACKNOWLEDGE THEY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, *ET. SEQ.*, AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.

III. Term

3.1 This agreement becomes effective October 1, 2016 and will terminate on December 31, 2017. Upon agreement of the parties this Agreement may be renewed for a one year term. The Renewal shall be in writing and signed by the Director of Metro Health on behalf of the City without further action by the San Antonio City Council; and may be signed by District's Superintendent or designee without further action by District's Board of Trustees.

IV. Responsibilities of the District

4.1 District shall provide the following scope of services throughout the term of this Agreement:

A. District shall designate a point of contact to work with City.
B. District shall coordinate and implement an approved evidence-based teen pregnancy, STD & HIV prevention curriculum at 20 District schools with 2,200 secondary students completing seventy-five percent of curriculum instruction by August 31, 2017. Coordination and implementation shall include;
    a. District shall provide trained facilitators and locations at each participating school for student groups. Locations must have tables/desks and chairs to foster a positive learning environment for students. District shall pay for all copies needed for curriculum instruction and pre and post questionnaires.
    b. District shall distribute and collect parent consent forms before the start of the curriculum groups for each participating school. District shall pay for all student handouts/copies needed for parent consent forms and any additional parent information.
C. District shall submit semester implementation plans for the scheduling of students and schools for implementation of evidence-based curriculum; to include a Fall Semester Implementation Plan due by October 1, 2016 and a Spring Semester Implementation Plan due by December 1, 2016. Implementation plans must include school names, trained facilitator names, class periods, number of students per class period, and dates of curriculum implementation.

D. District shall submit Fall Pre & Post Questionnaire data, Parent Consent Forms, Attendance Rosters for each class period, and Facilitator Fidelity Logs by February 15, 2017, and Spring Pre & Post Questionnaire data, Parent Consent Forms, Attendance Rosters for each class period, and Facilitator Fidelity Logs by July 15, 2017. Questionnaire data shall be in an Excel format. City will provide templates for questionnaire data entry, attendance rosters and fidelity logs.

E. District shall submit a Sustainability Plan by January 31, 2017 for the continuation of prevention curriculum beyond 2017. Sustainability Plan shall include description and timeline for the future coordination and implementation of evidence-based teen pregnancy, STD & HIV prevention curriculum.

F. District shall participate in evaluation activities as follows;
   a. District shall provide teen pregnancy and teen parenting data by school and by grade level for the school year during the term of the contract. Data must be provided by the completion of school year and no later than June 30, 2017.
   b. District shall provide quantifiable participant impact data for the project by July 15, 2017. District shall work with City to assess the impact of the project on the Medicaid and low-income uninsured populations. Data shall include the status of project participants in regards to Medicaid, low-income and uninsured.
   c. District shall participate in reporting activities for the Regional Healthcare Partnership for Region 6 upon request from City.

G. District shall utilize funds provided under this Agreement only for the coordination, implementation and provision of the scope of services under this Agreement.

H. District shall refer teen mothers to the Teen HOPES project for case management services based on Teen HOPES service criteria and District need; participation in Teen HOPES by referred teen mothers shall be optional and at their discretion;

V. Responsibilities of the City

5.1 In consideration of the District's performance in a satisfactory and efficient manner, as determined soley by Director of Metro Health, of all services and activities set forth in this Agreement, City agrees to pay District an amount not to exceed FIVE HUNDRED FORTY-SIX THOUSAND, EIGHT HUNDRED DOLLARS AND NO/100THS ($546,800.00) for services set out in Article IV above.

5.2 City will make payment to District as set out below:

Deliverable	Due Date	Amount
Fall Implementation Plan (20 schools x $2,000)	October 1, 2016	$40,000
Spring Implementation Plan (20 schools x $2,000)	December 1, 2016	$40,000
Sustainability Plan (20 schools x $2,000)	January 31, 2017	$40,000
Fall Pre & Post Questionnaire data, Parent Consent Forms, Attendance Rosters and Fidelity Logs (2,200 students x $30)	February 15, 2017	$66,000
Spring Pre & Post Questionnaire data, Parent Consent Forms, Attendance Rosters and Fidelity Logs (2,200 students x $30)	July 15, 2017	$66,000
District teen pregnancy and teen parenting data, and quantifiable participant impact data (2,200 students x $47)	July 15, 2017	$103,400
2,200 secondary students completing seventy-five percent of curriculum instruction with supporting documentation; parent consent forms, pre & post questionnaire data, quantifiable participant impact data, and attendance rosters (2,200 students x $87)	August 31, 2017	$191,400

5.3 Invoices shall include Purchase Order number provided by City and submit via email to City's Accounts Payable inbox (accounts.payable@sanantonio.gov).

5.4 Should the Parties agree to renew this Agreement for an additional one year, the Responsibilities of each party and Deliverables shall have the same day/month due dates during the renewal period.

5.5 The Parties agree that the total sum of all payments under this Agreement shall not exceed the amount set out in Section 5.1 above.

VI. Requests for Documents and Confidentiality

6.1 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if District receives inquiries regarding documents within its possession pursuant to this Contract, District shall within twenty-four (24) District business hours of receipt by the designated officer in the District's Human Resources Department who handles public information requests ("designated public information liaison") forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the District shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of District's designated public information liaison's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

6.2 Confidentiality. The Parties agree and understand that data will be used in the evaluation process of this project. To protect the identity of individual respondents, a number of safeguards are put in place, to wit: (1) data will be presented in the aggregate with summaries of items and scales; and (2) published reports will not include names of participating students or other descriptors that could identify such students.

VII. Notice

7.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:
City of San Antonio
Vincent R. Nathan Ph.D., M.P.H.
Interim Director of Health
San Antonio Metropolitan Health District
111Soledad, 10th Floor
San Antonio, TX 78205

If to the District:
Roger Rodriguez
Senior Coordinator
Designated Public Information Liaison
San Antonio ISD
406 Barrera
San Antonio, TX 78210

VIII. ADMINISTRATION OF AGREEMENT

8.1 The District agrees to comply with all the terms and conditions that the City must comply with in its award of funds from the Medicaid 1115 Waiver Program. A copy of program requirements and documentation is available upon request to Metro Health.

8.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of Metro Health, as representatives of the City and the parties ultimately responsible for all matters of compliance with the Medicaid 1115 Waiver Program and City rules and regulations, shall have the final authority to render or secure an interpretation.

8.3 Within a period not to exceed sixty (60) calendar days after the expiration, or early termination, date of the Agreement, District shall submit all required deliverables to City. District understands and agrees that in conjunction with the submission of the final report, the District shall execute and deliver to City a receipt for all sums and a release of all undisputed claims against the Project.

8.4 District shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, District shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, District agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

8.5 District shall make available to City, State Medicaid Program officials, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to District's facility and to District's personnel for the purpose of interview and discussion related to such documents. District shall, upon request, transfer certain records to the custody of City or State Medicaid

Program officials when the City or State determines that the records possess long-term retention value.

8.6 Metro Health is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with general or grant funds, including the Project covered by this Agreement. Therefore, District agrees to permit City and/or State officials, as applicable, to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess District's compliance with applicable legal and programmatic requirements. At such reasonable times and in such form as may be reasonably required by Metro Health, the DISTRICT shall furnish to Metro Health and the Grantor of the Medicaid funding for this Project, if applicable, such pertinent statements, reports, records, data, all policies and procedures and information as may be requested by Metro Health and shall permit the City and Grantor of Medicaid funding, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. District agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the District of any liability to the City for failure to comply with the Terms and Conditions of the Medicaid 1115 Waiver Program, or the terms of this Agreement.

8.7 City may, at its discretion, conduct reasonable periodic, announced monitoring visits to ensure program and administrative compliance with this Agreement and Project goals and objectives. City reserves the right to make unannounced visits to District, or District's subcontractor, sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.

8.8 City agrees that it will present the findings of any such review to the District in a timely manner and will attempt to convey information of Program strengths and weaknesses and assist with Program improvement.

8.9 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by Metro Health shall be submitted by District to City within five (5) working days of the request unless additional time is reasonably required in order to fully respond to the request. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that District fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend payments to District until such reports are delivered to City. Furthermore, the District ensures that all information contained in all required reports or information submitted to City is accurate.

8.10 Confidentiality of Information. Unless disclosure is authorized by the City or otherwise required by law, District agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement or for continuation purposes under Article IV (E). District shall protect the Confidential Information

and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, District shall give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. District shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with District's subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the City's, State's, or their authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, District shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

IX. Applicable Law

9.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

9.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

X. Severability

10.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XI. Legal Authority

11.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXII. Entire Contract

12.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Contract between the parties hereto and contain all of the terms and conditions agreed upon. No other Contracts, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same be in writing, dated subsequent to the date hereto, and duly executed by the parties. This Agreement shall supersede any and all prior written and oral agreements between the City and District as regards to this project.

CITY

_____

Vincent R. Nathan Ph.D., M.P.H.
Interim Director,
San Antonio Metropolitan Health District

_____

Date

APPROVED AS TO FORM:

_____

City Attorney

DISTRICT

_____

Pedro Martinez
Superintendent
San Antonio Independent School District

7/22/2016

Date