

AN ORDINANCE      2013-08-08-0526

**AUTHORIZING A MEMORANDUM OF AGREEMENT WITH TEXAS A&M UNIVERSITY TO PROVIDE ONLINE PUBLIC HEALTH COURSES TO SAN ANTONIO METROPOLITAN HEALTH DISTRICT EMPLOYEES FOR THE PURPOSE OF OBTAINING A PUBLIC HEALTH CERTIFICATE IN A CUMULATIVE AMOUNT UP TO \$30,000.00 FOR A TERM BEGINNING UPON EXECUTION AND ENDING ON AUGUST 31, 2014.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Metropolitan Health District (Metro Health) currently employs approximately 300 staff; and

**WHEREAS**, in preparation for submission of an application for national accreditation of Metro Health there is a requirement for a workforce development plan; and

**WHEREAS**, as this plan is under development, one of the primary goals is to develop a standard level of education for all professional Metro Health employees; and

**WHEREAS**, programs such as this allow for a more professional workforce; **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 a Memorandum of Agreement with Texas A&M University to provide online public health courses to San Antonio Metropolitan Health District employees for the purpose of obtaining a Public Health Certificate in a cumulative amount up to \$30,000.00 for a term beginning upon execution and ending on August 31, 2014. A copy of said agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Fund 2602236034 entitled "Strengthening Public Health Infra 2013" and Internal Order 136000000574, are hereby designated for use in the accounting for the fiscal transaction in the authorization of this agreement.

**SECTION 3.** The sum of \$30,000.00 is hereby appropriated in the above designated fund and will be disbursed from 5201040 "Fees to Professionals". Payment is authorized to Texas A&M University upon issuance of purchase orders.

**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.

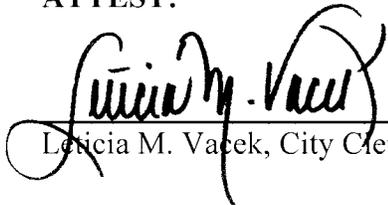
**SECTION 5.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 8th day of August, 2013.



M A Y O R  
Julián Castro

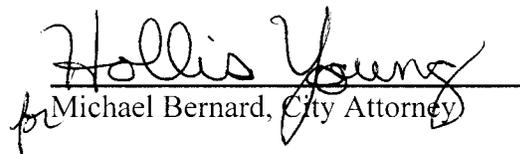
**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

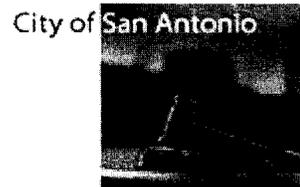


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for Michael Bernard, City Attorney



Request for  
**COUNCIL**  
ACTION



### Agenda Voting Results - 15

<b>Name:</b>	5, 7, 8, 10, 11, 12A, 12B, 15						
<b>Date:</b>	08/08/2013						
<b>Time:</b>	11:02:00 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a Memorandum of Agreement with Texas A&M University to provide online public health courses to San Antonio Metropolitan Health District employees for the purpose of obtaining a Public Health Certificate in a cumulative amount up to \$30,000.00 for a term beginning upon execution and ending on August 31, 2014. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Public Health Director]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

City of San Antonio  
Metropolitan Health District  
332 W. Commerce, Suite 108  
San Antonio, TX 78205

Texas A&M University  
Health Science Center  
School of Rural Public Health  
163H SRPH Administration Building  
College Station, TX 77843-1266

**Memorandum of Agreement**

This Memorandum of Agreement (MOA) is entered into between Texas A&M University (University), and the City of San Antonio (City), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (SAMHD) (hereinafter collectively referred to as the Parties).

**WHEREAS**, the SAMHD applied for, and received certain National Public Health Improvement (NPHI) grant funds from the Centers for Disease Control and Prevention (CDC) for use in improving public health infrastructure and capacity; and

**WHEREAS**, the objectives of the grant award program include improving the SAMHD's ability to effectively implement and evaluate public health practices by increasing workforce training and education; and

**WHEREAS**, the purpose of this Agreement is to retain the services of University to provide public health online courses to City employees for purposes of obtaining a public health certificate; and

**WHEREAS**, the SAMHD will reimburse University for specific public health course expenses; and

**NOW THEREFORE**, this Memorandum of Agreement of the Parties delineates the reimbursement available to the University for public health courses.

**I. Purpose**

1.1 The Parties have determined that reimbursement is for specific identified expenses incurred by the University related to online public health courses conducted by the University.

**II. Joint Acknowledgements**

2.1 The responsibilities of the City are dependent upon adequate funding from NPHI grant funds, and shall only be provided if sufficient funding is available. The City may terminate this agreement, or amend its responsibilities as necessary depending upon the availability of funds.

2.2 Payment from NPHI grant funds will cover activities and services performed by the University during the time period beginning August 8, 2013 and ending on August 31, 2014. No

payment or funding is available for reimbursement for any services or activities occurring outside this period of time.

2.3 The University 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 UNIVERSITY 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. Responsibilities of the City**

3.1 The City will reimburse the University for the provision of online core public health classes to SAMHD employees who qualify for this program. Participant employees shall enroll in two courses per semester for two semesters and one course for the final semester with completion of the program within one year of August 2013.

3.2 City agrees to identify participant employees for each course, and provide University with employee participant names.

3.3 City will coordinate with University in support of the participant employee enrollment process assuring all participant employees are scheduled to participate in the same online classroom setting throughout the duration of the certificate program.

3.4 City agrees to pay University \$3,750.00 towards the total cost of tuition per participant employee, reflecting 75% of tuition cost for the total program for a total amount not to exceed THIRTY THOUSAND AND 00/100THS (\$30,000.00). Participant employees will be responsible for remaining tuition costs, books, any other materials and the application fee.

3.5 In no event, shall the total costs hereunder exceed THIRTY THOUSAND AND 00/100THS (\$30,000.00).

### **IV. Responsibilities of the University**

4.1 University shall provide online public health classes to SAMHD participating employees who qualify for this program to include 5 core public health classes. University shall provide all courses online with a possibility for some variability such as video conferencing, iTV, or an occasional classroom based course.

4.2 University shall provide the following courses for this program:

PHEB 600 - Introduction to Epidemiology  
PHEB 602 - Biostatistics  
PHEO 600 - Principles of Environmental and Occupational Health  
PHSB 603 - Social and Behavioral Determinants of Health  
PHPM 605 - Introduction to Health Policy and Management

4.3 University shall provide instruction for all courses, certificates of completion for each course and upon completion of the program shall award each participant employee the Rural Public Health Certificate.

4.4 The University will provide supporting documentation to City which supports the amount of reimbursement by August 31, 2013. University will hold funds and as participant employees register for courses, charge for tuition costs for the given semester.

4.5 University agrees and acknowledges that if a participant employee does not complete a course or withdraws from the program for any reason, it will allow the remaining funds allotted to that participant employee to be used for another participant employee the following semester(s). City will designate any new participant employees.

4.6 University agrees to provide such other documentation to City within five (5) business days, if requested to do so by City, in response to an audit or examination by the CDC or other oversight agency.

4.7 University agrees that it will retain any supporting documentation not provided to City for a period of five (5) years beyond the termination date of this Agreement.

4.8 University agrees that it will cooperate with any audit or examination by the CDC or other oversight agency, and will further inform the City upon receipt of any notice or communication regarding an impending audit or examination.

4.9 University agrees to hold the online courses as required under this Agreement and only if the Agreement is terminated pursuant to Section 2.1 shall courses be subject to cancellation.

## **V. Term**

5.1 The term of this agreement shall begin upon execution of the parties and will terminate on August 31, 2014.

## **VI. Requests for Documents**

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 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 University receives inquiries regarding documents within its possession pursuant to this Contract, University shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the University shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of University'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.

## 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:**

Thomas L. Schlenker, MD, MPH  
Director of Health  
SAMHD  
332 W. Commerce, Suite 307  
San Antonio, TX 78205

**If to the University:**

Vernon Tesh, Ph.D.  
Interim Vice President for Academic Affairs  
163H SRPH Administration Building  
1266 TAMU  
College Station, TX 77843-1266

## VIII. Applicable Law

8.1 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.

8.2 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.

## IX. Severability

9.1 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.

**X. Legal Authority**

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

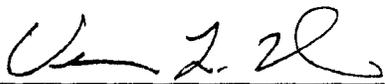
**XXI. Entire Contract**

11.1 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 same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIV. This Agreement shall supersede any and all prior written and oral agreements between the City and University.

**CITY**

**UNIVERSITY**

\_\_\_\_\_  
Thomas L. Schlenker M.D., M.P.H.  
Director, San Antonio Metropolitan  
Health District

  
\_\_\_\_\_  
Vernon Tesh, Ph.D.  
Interim Vice President for Academic Affairs  
Texas A&M University

7/19/13

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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