

**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 78843-1266**

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, 2014 and ending on August 31, 2015. 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 courses 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 for a total of five courses.

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 courses throughout the duration of the certificate program.

3.4 City agrees to pay University \$2,500.00 towards the total cost of tuition per participant employee for a total amount under this Agreement not to exceed TWENTY FIVE THOUSAND AND 00/100THS (\$25,000.00). 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 under this Agreement exceed TWENTY FIVE THOUSAND AND 00/100THS (\$25,000.00).

IV. Responsibilities of the University

4.1 University shall provide online public health courses to SAMHD participating employees who qualify for this program to include 5 core public health courses. University shall provide all courses online with a possibility for some variability such as video conferencing, iTV, or a 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, 2014. 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 City, 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 August 8, 2014 and will terminate on August 31, 2015.

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.
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.

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. This Agreement shall supersede any and all prior written and oral agreements between the City and University.

CITY OF SAN ANTONIO

**TEXAS A&M UNIVERSITY HEALTH
SCIENCE CENTER**

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

Vernon Tesh, Ph.D.
Vice President for Academic Affairs

Date

Date

APPROVED AS TO FORM:

City Attorney

Barry C. Nelson, Ph.D.
Vice President for Finance & Administration

Date