

AN ORDINANCE 2010-11-04-0958

**AUTHORIZING AGREEMENTS WITH BEXAR COUNTY INDEPENDENT SCHOOL DISTRICTS IN A CUMULATIVE AMOUNT NOT TO EXCEED \$160,000.00 TO CONDUCT THE YOUTH RISK BEHAVIOR SURVEY FOR THE TERM NOVEMBER 4, 2010 TO APRIL 1, 2012.**

\* \* \* \* \*

**WHEREAS**, as part of the American Recovery & Reinvestment Act (ARRA), the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention (CDC) awarded the San Antonio Metropolitan Health District (Metro Health) funding through the Communities Putting Prevention to Work (CPPW) program; and

**WHEREAS**, this program aims to reduce and prevent obesity in children and adults through policy, systems and environmental changes including an array of interventions in school and community settings; and

**WHEREAS**, one tool that CPPW will use to evaluate the success of the program will be the Youth Risk Behavior Survey (YRBS); and

**WHEREAS**, the YRBS is designed by the Centers for Disease Control and Prevention (CDC) and has been used in Texas schools for over a decade; and

**WHEREAS**, this survey collects comprehensive data on health-risk behaviors of high school students which include information on physical activity and eating habits; and

**WHEREAS**, as a requirement of the grant funding for CPPW the YRBS must be administered to a sample of Bexar County schools once near the start of the CPPW program in the fall of 2010 and once near the end of the program in the spring of 2012; and

**WHEREAS**, a contract has already been established with a research firm with experience in conducting the YRBS in high school settings; and

**WHEREAS**, the proposed Memoranda of Agreement with Bexar County Independent School Districts (ISDs) that agree to participate in the YRBS will provide financial resources to participating districts and the selected schools to support implementation of the survey, designate school officials that will assist in coordination of the survey, and document district plans to participate in both administrations of the survey; and

**WHEREAS**, the following fifteen (15) districts have been asked to participate in YRBS: Alamo Heights ISD, East Central ISD, Harlandale ISD, Judson ISD, Northeast ISD, Northside ISD, San Antonio ISD, South San Antonio ISD, Southside ISD, Southwest ISD, Somerset ISD, Judson ISD, Edgewood ISD, Lackland ISD and Randolph Field ISD; **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 agreements with Bexar County Independent School Districts in a cumulative amount not to exceed \$160,000.00 to conduct the Youth Risk Behavior Survey for the term November 4, 2010 to April 1, 2012. A copy of the template agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Fund 2302236001 entitled "ARRA 09 Communities Putting Prev to Work" and Internal Order 136000000465, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of these contracts.

**SECTION 3.** Payment not to exceed the budgeted amount up to \$160,000.00 is authorized to the Bexar County Independent School Districts and should be encumbered with a purchase order.

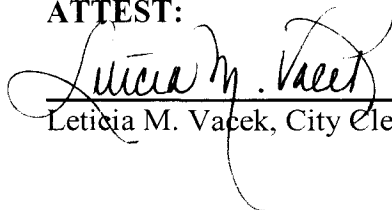
**SECTION 4.** The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, 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 shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

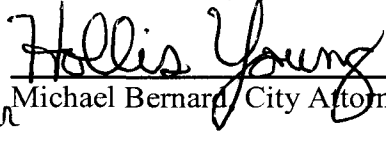
PASSED AND APPROVED this 4<sup>th</sup> day of November, 2010.

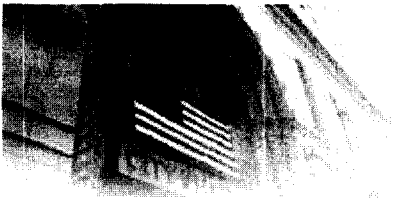
  
M A Y O R  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

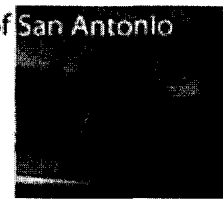
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Michael Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 30

<b>Name:</b>	6, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25A, 25B, 25C, 25D, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36						
<b>Date:</b>	11/04/2010						
<b>Time:</b>	10:17:14 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing agreements with Bexar County Independent School Districts in a cumulative amount up to \$160,000.00 to conduct the Youth Risk Behavior Survey for the term November 4, 2010 to April 1, 2012. [Sharon De La Garza, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				x
Elisa Chan	District 9	x					
John G. Clamp	District 10		x			x	

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

\_\_\_\_\_ Independent School District

**Memorandum of Agreement**

This Memorandum of Agreement (MOA) is entered into between the \_\_\_\_\_ 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**, as part of the American Recovery & Reinvestment Act (ARRA), the U.S. Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) awarded the City of San Antonio Metropolitan Health District (Metro Health) funding through the *Communities Putting Prevention to Work (CPPW) grant*; and

**WHEREAS**, this project aims to reduce and prevent obesity in children and adults by conducting activities in school and community settings across Bexar County in partnership with several local businesses and organizations, school districts, and other City of San Antonio departments; and

**WHEREAS**, a requirement of Metro Health's CPPW project is to conduct two special administrations of the Youth Risk Behavior Survey (YRBS) in Bexar County high schools - once in the fall of 2010 and again towards the close of the project (March 2012); and

**WHEREAS**, the YRBS is designed by the CDC and has been used in Texas schools for over a decade to collect comprehensive data on health-risk behaviors of high school students that result in the highest mortality and morbidity during adolescence and into adulthood; and

**WHEREAS**, to coordinate and conduct the two special administrations of the YRBS, CPPW has contracted with ICF Macro International., a nationally renowned agency being used by many states (including Texas) for YRBS administration; and

**NOW THEREFORE**, this Memorandum of Agreement of the Parties delineates responsibilities of each party with regards to the administration of YRBS and incentives available for participation.

**I. Purpose**

1.1 This Agreement between the City of San Antonio on behalf of Metro Health and the District to collaborate on the coordination and completion of the two special administrations of the YRBS within the school(s) randomly selected by CDC. Through this collaboration, District and Metro Health will work in partnership to gain the support of the selected schools,

administration, teachers and students within the District to achieve the necessary completion of surveys.

## **II. Joint Acknowledgements**

2.1 The Parties agree and understand that the City expects to pay all obligations of this Agreement from 2009 American Recovery and Reinvestment Act (ARRA), U.S. Department of Health and Human Services (HHS) and Centers for Disease Control and Prevention (CDC) funding. 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 represents an essential step for providing an accurate assessment of Bexar County youth behaviors and opinions on the various issues affecting health. The Parties further recognize that certain behaviors of students have an impact on school attendance, academic performance and other areas of students' lives which are important predictors of current and future health and well-being.

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. Responsibilities of the City**

3.1 The City will pay District an incentive award in a total amount not to exceed TWO THOUSAND AND NO/100THS DOLLARS (\$2,000.00) for agreeing to participate in the CPPW special administrations of the YRBS.

3.2 For each selected high school within the District participating in the YRBS an additional incentive of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) per selected school will be paid to the school directly by City after completion of the YRBS. The District will be expected to complete the School Incentive Award Form (attached hereto as Attachment 3) to accommodate said payment to the selected school. If a high school within the District is not selected for administration of the YRBS in the fall of 2010 or spring of 2012 this additional incentive will not be paid.

3.3 The total amount to be paid to District is set out in Attachment 1, attached hereto and incorporated herein for all purposes, as may be amended following selection of high schools for participation in the administration of the YRBS in the fall of 2010 and spring of 2012.

3.4 The City will provide educational resources to participating high schools and nominal incentives to each participating student at the time of YRBS completion.

3.5 Monetary incentives will be distributed according to the information provided by the district and participating schools on forms included in the YRBS selection information packets.

3.5 The City through ICF Macro International will work with the identified District coordinator and campus coordinator at each selected school, if applicable, to schedule data administration on the school's preferred date(s) within the guidelines of the CPPW grant. ICF Macro International will conduct all data collection activities following the protocol for the national YRBS. ICF Macro International will provide pencils, student questionnaire envelopes, permission forms, and other materials comparable to those provided in the national YRBS.

#### **IV. Responsibilities of the District**

4.1 By execution of this Agreement the District agrees to participate if high school(s) within the District are randomly selected by the CDC in the CPPW special administrations of the YRBS in the fall of 2010 or spring of 2012.

4.2 The District acknowledges and understands that all six components of the YRBS will be administered, including (1) behaviors that result in unintentional injuries and violence; (2) tobacco use; (3) alcohol and other drug use; (4) sexual behaviors (5) unhealthy dietary behaviors; and (6) physical inactivity.

4.3 The District agrees to appoint a point of contact for the District and if selected by CDC for survey administration, appoint campus coordinators for each selected high school(s).

4.4 The District understands that permission from a legal guardian will be required for students selected to participate in YRBS. Use of either "passive" or "active" permission forms (attached hereto as Attachments 2-a and 2-b) will be determined by the District and the said determination will be relayed to ICF Macro International.

4.5 The campus coordinator of each selected high school will provide student enrollment and class schedules to ICF Macro International to aid in the random selection of classes for YRBS administration.

4.6 The campus coordinator should maximize student participation from the selected classes by coordinating consent form distribution and gaining support from teachers, parents, and students in an effort to ensure that enough surveys are completed for data to be representative of Bexar County.

4.7 The campus coordinator will be present and on-site at the selected high school on the day the YRBS is administered.

4.8 The District acknowledges that information gathered through the administration of the YRBS is intended for evaluation purposes of the CPPW project. In the event a selected high school is also selected for the national or state YRBS the survey data collected through the CPPW administration would be shared with those two entities and the survey would not need to be administered twice in one academic year.

4.9 The District understands that monetary incentives will be distributed according to the information provided by the District and participating schools on forms included in the YRBS selection information packets. The form is to be completed by the District and selected school(s) and returned to Mary Thomas, CPPW Evaluation and Monitoring, at the address set out in section 7.1 below.

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

#### **V. Term**

5.1 This agreement becomes effective immediately upon execution by the District and the City and will terminate on March 18, 2012.

#### **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 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) 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 District shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of District'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 YRBS data will be used in the evaluation process of the CPPW 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; (2) survey administration procedures are designed to protect

student privacy and allow for anonymous participation; and (3) published reports will not include names of participating school districts, schools, or 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:**

Maggie Thompson  
Program Manager  
332 W. Commerce Street  
San Antonio, TX 78205  
210-207-5370  
[Maggie.Thompson@sanantonio.gov](mailto:Maggie.Thompson@sanantonio.gov)

**If to the District:**

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Mary Thomas  
Evaluation & Monitoring Liaison  
332 W. Commerce Street  
San Antonio, TX 78205  
210-207-5371  
[Mary.Thomas@sanantonio.gov](mailto:Mary.Thomas@sanantonio.gov)

7.2 Any communication, regarding the administration of the YRBS, or with regard to the selection of permission forms to be utilized, may be directed to ICF Macro International as follows:

Jill Trott  
ICF Macro International  
  
1-800-919-8980

**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 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.

**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 District as regards this project.

**CITY**

**DISTRICT**

\_\_\_\_\_  
Dr. Fernando Guerra, M.D, M.P.H.  
Director  
San Antonio Metropolitan Health District

\_\_\_\_\_  
Superintendent  
\_\_\_\_\_ Independent School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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