

AN ORDINANCE

2013-01-10-0013

AUTHORIZING AGREEMENTS WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON FOR RESEARCH, TRAINING, EVALUATION AND CONSULTING SERVICES RELATED TO THE PREVENTION OF ADOLESCENT PREGNANCY AND SEXUALLY TRANSMITTED DISEASES AND HIV IN A CUMULATIVE AMOUNT UP TO \$90,000.00 FOR TERMS BEGINNING ON FEBRUARY 1, 2013 AND ENDING ON OCTOBER 31, 2013.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District (Metro Health) currently operates the Project WORTH program (Program) in San Antonio; and

WHEREAS, the Program's mission is to inspire youth and empower parents to prevent teen pregnancy by using evidence-based programs, promoting healthy behaviors and cultivating community relationships; and

WHEREAS, despite recent local progress in teen births, the 2010 San Antonio's Bexar County birth rate for females ages 10 to 14 was 0.7/1,000 and was 75% higher than the national rate (0.4/1,000) for females in the same age group; and

WHEREAS, in 2010, there were 3,200 births to females ages 15 to 19 in Bexar County; and

WHEREAS, in addition, the number of Syphilis and HIV cases among youth ages 13 to 19 increased by 77% in Bexar County from 2006 to 2010; and

WHEREAS, during the same period, reported cases of Chlamydia and Gonorrhea increased to 31% and 29% respectively for the same age group; and

WHEREAS, teen pregnancy was ranked the third highest concern among fifteen community issues and respondents also felt that teen pregnancy was the most important for the City to address over the next two years; **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 the University of Texas Health Science Center at Houston for research, training, evaluation and consulting services related to the prevention of adolescent pregnancy and sexually transmitted diseases and HIV in a cumulative amount up to \$90,000.00 for terms beginning on February 1, 2013 and ending on October 31, 2013. Copies of the agreements in substantially final form are attached hereto and incorporated herein for all purposes as **Attachments I and II.**

SECTION 2. Funding in the amount of \$50,000.00 for this ordinance is available in Fund 11001000, Cost Center 3618010001 and General Ledger 5201040, as part of the Fiscal Year 2013 Budget.

SECTION 3. Funding in the amount of \$40,000.00 for this ordinance is available in Fund 11001000, Cost Center 3618010002 and General Ledger 5201040, as part of the Fiscal Year 2013 Budget.

SECTION 4. Payment in the amount of \$90,000.00 is authorized to the University of Texas Health Science Center at Houston and shall be encumbered with a purchase order.

SECTION 5. 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 6. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 10th day of January, 2013.



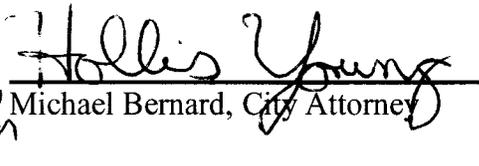
M A Y O R
Julián Castro

ATTEST:

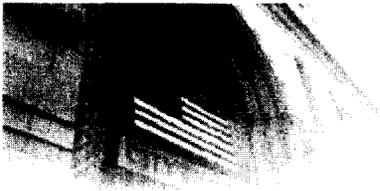


Letidia M. Vacek, City Clerk

APPROVED AS TO FORM:

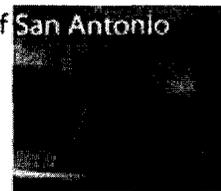


for Michael Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 18

Name:	6, 7, 9, 10, 11, 12, 13, 15A, 15B, 17, 18						
Date:	01/10/2013						
Time:	10:00:32 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing agreements with the University of Texas Health Science Center at Houston for research, training, evaluation and consulting services related to the prevention of adolescent pregnancy and sexually transmitted diseases and HIV in a cumulative amount up to \$90,000.00 for terms beginning on February 1, 2013 and ending on October 31, 2013. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Public Health Director]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3	x					
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**PROFESSIONAL SERVICES AGREEMENT
WITH
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its City Manager or her designee and The University of Texas Health Science Center at Houston, a member institution of The University of Texas System (“System”), located at 7000 Fannin, UCT 1006, Houston, Texas 77030 (“Institution”), on behalf of its employee Dr. David Gimeno Ruiz de Porras. City and Institution are sometimes collectively referred to herein as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Institution” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the director of City’s San Antonio Metropolitan Health District (SAMHD).

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on February 1, 2013 and terminate on October 31, 2013.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 Institution agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 Institution agrees to perform the following specific services:

- 3.2.1 Institution shall provide effective parent/family involvement strategies for San Antonio youth serving community organizations.
 - 3.2.1.1 Institution shall research effective parent/family involvement models and submit a report to City by March 15, 2013 on its research findings. Institution research shall include at least three effective parent/family involvement models, and include strategies used in other communities specifically those that improve parent-child communication among minority populations. The research findings should include population demographics, year of report and/or publication, program highlights and challenges, any linkages to the 40 Developmental Assets (a youth development model) and recommendations based on the local 2012 Community Assets Assessment project.
 - 3.2.1.2 Institution shall prepare three community meeting agendas for the Strengthening Assets for Youth in San Antonio (SAY SA) initiative. Meetings will be hosted by City during the months of March, April and May 2013. The agendas will include research findings on effective parent/family involvement models and strategies. Institution shall coordinate attendance to include inviting local youth serving organizations.
 - 3.2.1.3 Institution shall present its research findings and recommendations on effective parent/family involvement models and strategies at the three SAY SA meetings. Institution shall document attendance by organization at the three SAY SA meetings and collect participant contact information. Institution shall develop, distribute and collect written participant feedback for each meeting in order to measure if the information was helpful for attendees and if organizations are interested in using the suggested models and strategies. After each meeting, Institution shall submit attendance list and participant feedback forms to City.
- 3.2.2 Institution shall develop an evidenced-based teen pregnancy prevention plan for the Edgewood Independent School District (EISD).
 - 3.2.2.1 Institution shall prepare and submit an EISD teen pregnancy prevention project plan to City by April 15, 2013 that includes a timeline and milestones for the selection, approval, and implementation of an evidence-based teen pregnancy prevention program.
 - 3.2.2.2 Institution shall plan and facilitate meetings during the term of the Agreement with City and EISD staff to discuss and provide recommendations for the purpose of seeking the approval of the teen pregnancy prevention project plan by the EISD School Health Advisory Council. Institution shall present the teen pregnancy prevention project plan to the EISD School Health Advisory Council at one of its scheduled meetings during the term of this Agreement.
- 3.2.3 Institution shall develop a teen pregnancy prevention social media campaign plan.

- 3.2.3.1 Institution shall conduct research and submit a report to City by May 31, 2013 on research findings on at least three effective teen pregnancy prevention social media campaigns used in other U.S. communities, with a focus on campaigns targeted to inner-city minority populations. The research findings should include population demographics, year of implementation, any associated reports and or publications, along with campaign highlights and challenges.
- 3.2.3.2 Institution shall conduct four teen focus groups on teen pregnancy prevention messaging and social media strategies in accordance with the following:
- Institution shall recruit a minimum of seven teen participants per focus group.
 - Institution shall recruit a diverse group of teen participants for focus groups who are Hispanic, African-American, and White (Non-Hispanic) between the ages 15 to 19 from zip codes with high teen birth rates (78208, 78202, 78220, 78203, 78214, 78204, and 78207).
 - Institution shall develop focus group questions (at least 15 questions) intended to solicit youth input on the types of teen pregnancy prevention messaging that appeal to them and how the messages should be conveyed to local teens.
 - Institution shall establish location (pay any applicable fees), dates and times to maximize teen participation for focus groups.
 - Institution shall determine if focus groups are subject to Survey Human Subjects considerations and if needed, Institution shall obtain University Internal Review Board (IRB) approval for focus groups.
 - Institution shall develop, distribute and collect consent forms for teens participating in focus groups.
 - Institution shall conduct the four focus groups and submit a final focus group report to City by August 30, 2013. The focus group report should include demographics of participating youth, summary of responses for each question, and recommendations.
- 3.2.3.3 Institution shall prepare and submit a comprehensive teen pregnancy social media campaign plan that includes campaign goal(s), objectives, strategies (with focus group recommendations), evaluation, and budget estimates by October 31, 2013.

3.3 All work performed by Institution hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Institution, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Institution's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO INSTITUTION

4.1 In consideration of Institution's performance in a satisfactory and efficient manner, as determined solely by City, of all services and activities set forth in this Agreement, City agrees to pay Institution an amount not to exceed forty thousand dollars (\$40,000.00) as total compensation, to be paid to Institution as follows:

City agrees to pay Institution in three payments upon receipt of an invoice submitted in accordance with this Section. Institution shall submit three invoices throughout the term of the agreement, as scheduled below. Each invoice shall outline the work completed in accordance with the stated scope of work for the contract term described in Section III above and the amount due and owing. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing. Institution shall submit invoices within thirty (30) days after City receives and approves deliverables as follows:

Upon completion of all services pursuant to sections 3.2.1	\$10,000.00
Upon completion of all services pursuant to sections 3.2.2	\$12,500.00
Upon completion of all services pursuant to sections 3.2.3	\$17,500.00

4.2 Institution shall submit invoices to City, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Metropolitan Health District P.O. Box 839966, San Antonio, Texas 78283-3966. City shall submit payments to: The University of Texas Health Science Center at Houston, P.O. Box 203382, Houston, Texas 77216-3382. Payments shall reference Institution's Employee name and title of the Scope of Services.

4.3 No additional fees or expenses of Institution shall be charged by Institution nor be payable by City. The parties hereby agree that all compensable expenses of Institution have been provided for in the total payment to Institution as specified in section 4.1 above. Total payments to Institution cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.4 Final Payment will be made to Institution following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Institution, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 City reserves the non-exclusive right, including each and every copyright, to use and reproduce all reports, data and materials delivered pursuant to this Agreement (the Project Materials) and reserves the right to authorize others to use or reproduce such Project Materials. City understands that under Institution policies, copyright ownership in any works authored by Institution's faculty belongs to that author and not Institution. Therefore, Institution does not exercise any authority to bind its faculty to any copyright use or transfer agreement. Nothing herein is intended nor shall it be construed to prohibit Institution or its faculty access to the Project Materials, or to transfer any ownership in Institution's best practice and benchmarking information to the City.

5.2 Institution has the right to use Project Materials to produce scholarly works for publication. In the event that Institution or its faculty contributors publishes the results or uses any of the Project Materials for educational activities, or permits any third party to do so, Institution or its faculty contributors shall acknowledge City's contribution to the Project in any such publication. Institution acknowledges that local governmental records are public records and as such, City cannot transfer or otherwise confer any right to Institution any rights in these materials.

5.3 In accordance with Texas law, Institution acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Institution agrees that no such local government records produced by or on the behalf of Institution pursuant to this Contract shall be the subject of any copyright or proprietary claim by Institution.

VI. RECORDS RETENTION

6.1 Institution and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Institution shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Institution shall retain the records until the resolution of such litigation or other such questions. Institution acknowledges and agrees that City shall have access to any and all such documents during normal business hours, as deemed necessary by City, during said retention period. City may, at its election, require Institution to return the documents to City at

City's expense prior to or at the conclusion of the retention period. In such event, Institution may retain a copy of the documents.

6.3 Institution shall notify City, immediately, in the event Institution receives any requests for information from a third party, which pertain to the documentation and records referenced herein.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should Institution default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Institution shall have 15 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Institution fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Institution to complete the work required in this Agreement.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily as determined by Director

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Institution shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Institution, or provided to Institution, hereunder, regardless of storage medium, if so requested

by City, or shall otherwise be retained by Institution in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Institution's sole cost and expense. Payment of compensation due or to become due to Institution is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Institution shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination.

7.8 Upon the effective date of expiration or termination of this Agreement, Institution shall cease all operations of work being performed by Institution or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Institution for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Director of Public Health
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

With a copy to:

Project WORTH Program
Mario Martinez
San Antonio Metropolitan Health District
210 N. Rio Grande
San Antonio, Texas 78202

If intended for Institution, to:

Assistant Director, Contracts
Office of Sponsored Projects
The University of Texas Health Science Center at Houston

PO Box 20036
Houston, TX 77225-0036
PH: 713-500-3999
Fax: 713-500-3746
Email: osp@uth.tmc.edu

With a copy to:
Dr. David Gimeno
The University of Texas Health Science Center at Houston
School of Public Health, San Antonio Regional Campus
7411 John Smith Drive, Suite 1100
San Antonio, TX 78229

IX. CONFIDENTIALITY

9.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by Institution under this Agreement shall be disclosed or made available to any individual or organization for seven years after termination of this agreement or for a period set out by applicable law, by Institution without the express prior written approval of City provided that the Institution's obligation shall not apply to information that: a. is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure; b. is already in the Institution's possession at the time of disclosure thereof; c. is or later becomes part of the public domain through no fault of the Institution; d. is received from a third party having no obligations of confidentiality to the disclosing party; e. is independently developed by the Institution; or f. is required by law or regulation to be disclosed.

9.2 Institution shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that Institution may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting City's right of access to records or other information under this Agreement.

X. INSURANCE

City maintains a self-insurance fund for general liability and worker's compensation claims and causes of action to meet the statutory obligations of its employees. Institution, an agency of the State of Texas, is subject to the provisions of Title 5, Chapter 5, Chapter 101 of the Texas Civil Practice and Remedies Code, and the Institution's personnel or employees are subject to Title 5, Chapter 104 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. Employees of the Institution are provided Worker's Compensation coverage under the self-insuring, self-managed program as authorized by Chapter 503, Section 503.022, Texas Labor Code.

XI. INDEMNIFICATION

Each party shall be liable for acts and omissions of its employees acting in the scope of their employment in performance of this Agreement.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Institution shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Institution. Institution, its employees or its subcontractors shall perform all necessary work.

12.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Institution. City shall in no event be obligated to any third party, including any subcontractor of Institution, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.3 Except as otherwise stated herein, Institution may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance.

XIII. INDEPENDENT CONTRACTOR

Institution covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Institution shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors ; that the doctrine of "respondeat superior" shall not apply as between City and Institution, its officers, agents, employees, contractors, subcontractors , and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Institution. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Institution under this Agreement and that the Institution has no authority to bind the City.

XIV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

Non-discrimination. As a condition of entering into this agreement, Institution represents and certifies that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Institution shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in

the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Institution retaliate against any person for reporting instances of such discrimination. Institution shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Institution understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Institution from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Institution shall include this nondiscrimination clause in all subcontracts for the performance of this agreement.

XV. CONFLICT OF INTEREST

15.1 Institution acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, Institution certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Institution further certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. 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 authorized institutional representatives of both City and Institution, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVII. SEVERABILITY

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 Agreement 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.

XVIII. LICENSES/CERTIFICATIONS

Institution certifies that Institution 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.

XIX. COMPLIANCE

Institution shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard in the State of Texas.

XXII. LEGAL AUTHORITY

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

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. 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.

XXV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
HOUSTON**

Printed Name: **Thomas L. Schlenker,
M.D., M.P.H.**

Printed Name: **Kathryn Bradley**

Title: **Director of Public
Health**

Title: **Assistant Director,
Contracts
Office of Sponsored
Projects**

Date: _____

Date: _____

Approved as to Form:

City Attorney

**PROFESSIONAL SERVICES AGREEMENT
WITH
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its City Manager or her designee and The University of Texas Health Science Center at Houston, a member institution of The University of Texas System (“System”), located at 7000 Fannin, UCT 1006, Houston, Texas 77030 (“Institution”), on behalf of its employee Dr. Susan Tortolero. City and Institution are sometimes collectively referred to herein as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Institution” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the director of City’s San Antonio Metropolitan Health District (SAMHD).

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on February 1, 2013 and terminate on October 31, 2013.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 Institution agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 Institution agrees to perform the following specific services:

- 3.2.1 Institution shall provide recommendations regarding the Project WORTH Teen Network initiative.
 - 3.2.1.1 Institution shall submit a recommendation report to City by April 30, 2013 for recruiting, engaging and retaining teens to promote the prevention of teen pregnancy, STD & HIV in San Antonio.
- 3.2.2 Institution shall provide recommendations on enhancements to the annual Teen Pregnancy Report and Teen Fact Sheet.
 - 3.2.2.1 Institution shall submit a recommendation report to City by April 30, 2013 identifying the data needed and the format for producing the 2012 Teen Pregnancy Report and Teen Fact Sheet.
- 3.2.3 Institution shall provide evaluation services for *It's Your Game (IYG)* curriculum implementation at New Frontiers Charter School (data from fall 2012 and spring 2013).
 - 3.2.3.1 Institution shall conduct a Pre- and Post-test evaluation of *IYG* curriculum implementation for 7th and 8th graders and submit one report to City by July 30, 2013. The report shall include quantitative analysis for the 2012 fall semester (8th graders) and the spring 2013 semester (7th graders). City will provide 7th and 8th grade Pre and Post student questionnaire data to Institution.
 - 3.2.3.2 For the report, Institution shall prepare frequency distributions of each questionnaire item, perform contingency table analyses, calculate differences in means tests (t-tests) with most salient questionnaire items if data allows, summarize the direction of results-whether responses moved in the right or wrong direction, and the differences between males and females. The report shall also include recommendations based on Institution's analysis.
- 3.2.4 Institution shall promote the use of the Choosing and Maintaining Programs for Sex Education in Schools (CHAMPSS) model to San Antonio area school districts and charter schools.
 - 3.2.4.1 Institution shall coordinate and conduct a regional presentation on the CHAMPSS model to area school districts and charter schools by July 30, 2013. Institution shall establish location, date and time, and coordinate attendance by inviting local school Health and Nursing staff.
 - 3.2.4.2 Institution shall provide all necessary materials, equipment, and copies needed for the CHAMPSS model presentation.
 - 3.2.4.3 Institution shall develop, distribute and collect a participant post presentation evaluation to determine school readiness and submit results to City.
- 3.2.5 Institution shall advise City on the feasibility of a pilot implementation of the *It's Your Game Tech – A Web-Based Middle School HIV Prevention Curricula*.
 - 3.2.5.1 Institution shall submit a recommendation report to City by July 30, 2013 for a *It's Your Game Tech* pilot implementation to include guidelines to employ curriculum in a school or community based setting.

- 3.2.6 Institution shall participate in the City's Teen Pregnancy Prevention Collaborative.
 - 3.2.6.1 Institution shall develop three meeting agendas and provide recommendations to expand collaboration among local organizations using evidence-based teen pregnancy prevention programs.
 - 3.2.6.2 Institution shall participate in Collaborative meetings to be hosted by City during the months of April, July and October 2013.
- 3.2.7 Institution shall coordinate and host a regional *It's Your Game (IYG)* training by October 15, 2013.
 - 3.2.7.1 Institution shall promote and host a *IYG* training. Institution shall establish location, date and time, and coordinate attendance by inviting local schools and youth serving community agencies.
 - 3.2.7.2 Institution shall provide qualified *IYG* trainer(s).
 - 3.2.7.3 Institution shall provide all necessary materials, equipment, and copies needed for the training.
 - 3.2.7.4 Institution shall develop, distribute and collect a participant post training evaluation and submit results to City.

3.3 All work performed by Institution hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Institution, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Institution's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO INSTITUTION

4.1 In consideration of Institution's performance in a satisfactory and efficient manner, as determined solely by City, of all services and activities set forth in this Agreement, City agrees to pay Institution an amount not to exceed fifty thousand dollars (\$50,000.00) as total compensation, to be paid to Institution as follows:

City agrees to pay Institution in three payments upon receipt of an invoice submitted in accordance with this Section. Institution shall submit three invoices throughout the term of the agreement, as scheduled below. Each invoice shall outline the work completed in accordance with the stated scope of work for the contract term described in Section III above and the amount due and owing. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing. Institution shall submit invoices within thirty (30) days after City receives and approves deliverables as follows:

Upon completion of all services pursuant to sections 3.2.1 and 3.2.2	\$10,000.00
Upon completion of all services pursuant to sections 3.2.3, 3.2.4, and 3.2.5	\$22,500.00
Upon completion of all services pursuant to sections 3.2.6 and 3.2.7	\$17,500.00

4.2 Institution shall submit invoices to City, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Metropolitan Health District P.O. Box 839966, San Antonio, Texas 78283-3966. City shall submit payments to: The University of Texas Health Science Center at Houston, P.O. Box 203382, Houston, Texas 77216-3382. Payments shall reference Institution's Employee name and title of the Scope of Services.

4.3 No additional fees or expenses of Institution shall be charged by Institution nor be payable by City. The parties hereby agree that all compensable expenses of Institution have been provided for in the total payment to Institution as specified in section 4.1 above. Total payments to Institution cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.4 Final Payment will be made to Institution following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Institution, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 City reserves the non-exclusive right, including each and every copyright, to use and reproduce all reports, data and materials delivered pursuant to this Agreement (the Project Materials) and reserves the right to authorize others to use or reproduce such Project Materials. City understands that under Institution policies, copyright ownership in any works authored by Institution's faculty belongs to that author and not Institution. Therefore, Institution does not exercise any authority to bind its faculty to any copyright use or transfer agreement. Nothing herein is intended nor shall it be construed to prohibit Institution or its faculty access to the Project Materials, or to transfer any ownership in Institution's best practice and benchmarking information to the City.

5.2 Institution has the right to use Project Materials to produce scholarly works for publication. In the event that Institution or its faculty contributors publishes the results or uses any of the Project Materials for educational activities, or permits any third party to do so, Institution or its faculty contributors shall acknowledge City's contribution to the Project in any such publication. Institution acknowledges that local governmental records are public records and as such, City cannot transfer or otherwise confer any right to Institution any rights in these materials.

5.3 In accordance with Texas law, Institution acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation

or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Institution agrees that no such local government records produced by or on the behalf of Institution pursuant to this Contract shall be the subject of any copyright or proprietary claim by Institution.

VI. RECORDS RETENTION

6.1 Institution and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Institution shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Institution shall retain the records until the resolution of such litigation or other such questions. Institution acknowledges and agrees that City shall have access to any and all such documents during normal business hours, as deemed necessary by City, during said retention period. City may, at its election, require Institution to return the documents to City at City's expense prior to or at the conclusion of the retention period. In such event, Institution may retain a copy of the documents.

6.3 Institution shall notify City, immediately, in the event Institution receives any requests for information from a third party, which pertain to the documentation and records referenced herein.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should Institution default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Institution shall have 15 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Institution fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Institution to complete the work required in this Agreement.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily as determined by Director

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Institution shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Institution, or provided to Institution, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Institution in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Institution's sole cost and expense. Payment of compensation due or to become due to Institution is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Institution shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination.

7.8 Upon the effective date of expiration or termination of this Agreement, Institution shall cease all operations of work being performed by Institution or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Institution for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Director of Public Health
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

With a copy to:

Project WORTH Program
Mario Martinez
San Antonio Metropolitan Health District
210 N. Rio Grande
San Antonio, Texas 78202

If intended for Institution, to:

Assistant Director, Contracts
Office of Sponsored Projects
The University of Texas Health Science Center at Houston
PO Box 20036
Houston, TX 77225-0036
PH: 713-500-3999
Fax: 713-500-3746
Email: osp@uth.tmc.edu

IX. CONFIDENTIALITY

9.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by Institution under this Agreement shall be disclosed or made available to any individual or organization for seven years after termination of this agreement or for a period set out by applicable law, by Institution without the express prior written approval of City provided that the Institution's obligation shall not apply to information that: a. is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure; b. is already in the Institution's possession at the time of disclosure thereof; c. is or later becomes part of the public domain through no fault of the Institution; d. is received from a third party having no obligations of confidentiality to the disclosing party; e. is independently developed by the Institution; or f. is required by law or regulation to be disclosed.

9.2 Institution shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and

information that Institution may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting City's right of access to records or other information under this Agreement.

X. INSURANCE

City maintains a self-insurance fund for general liability and worker's compensation claims and causes of action to meet the statutory obligations of its employees. Institution, an agency of the State of Texas, is subject to the provisions of Title 5, Chapter 5, Chapter 101 of the Texas Civil Practice and Remedies Code, and the Institution's personnel or employees are subject to Title 5, Chapter 104 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. Employees of the Institution are provided Worker's Compensation coverage under the self-insuring, self-managed program as authorized by Chapter 503, Section 503.022, Texas Labor Code.

XI. INDEMNIFICATION

Each party shall be liable for acts and omissions of its employees acting in the scope of their employment in performance of this Agreement.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Institution shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Institution. Institution, its employees or its subcontractors shall perform all necessary work.

12.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Institution. City shall in no event be obligated to any third party, including any subcontractor of Institution, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.3 Except as otherwise stated herein, Institution may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance.

XIII. INDEPENDENT CONTRACTOR

Institution covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Institution shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors,

subcontractors ; that the doctrine of “respondeat superior” shall not apply as between City and Institution, its officers, agents, employees, contractors, subcontractors , and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Institution. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Institution under this Agreement and that the Institution has no authority to bind the City.

XIV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

Non-discrimination. As a condition of entering into this agreement, Institution represents and certifies that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Institution shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Institution retaliate against any person for reporting instances of such discrimination. Institution shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Institution understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Institution from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Institution shall include this nondiscrimination clause in all subcontracts for the performance of this agreement.

XV. CONFLICT OF INTEREST

15.1 Institution acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, Institution certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Institution further certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

XVI. 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 authorized institutional representatives of both City and Institution, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XVII. SEVERABILITY

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 Agreement 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.

XVIII. LICENSES/CERTIFICATIONS

Institution certifies that Institution 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.

XIX. COMPLIANCE

Institution shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard in the State of Texas.

XXII. LEGAL AUTHORITY

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

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. 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.

XXV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain 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 hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
HOUSTON**

Printed Name: **Thomas L. Schlenker,
M.D., M.P.H.**

Printed Name: **Kathryn Bradley**

Title: **Director of Public
Health**

Title: **Assistant Director,
Contracts
Office of Sponsored
Projects**

Date: _____

Date: _____

Approved as to Form:

City Attorney