MH/vv
08/20/15
Item #18

AN ORDINANCE 2015-08-20-0713

AUTHORIZING THE RENEWAL OF A CONTRACT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO DENTAL SCHOOL FOR AN AMOUNT UP TO $181,561.00, FOR THE PROVISION OF DENTAL SERVICES FOR A PERIOD BEGINNING SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2016.

* * * * *

WHEREAS, on an annual basis, the San Antonio Metropolitan Health District's (Metro Health) Dental Program provides diagnostic and preventive care to more than 12,000 children living in poverty by providing services in non-traditional settings, such as Head Start, Early Head Start and on campuses of local Title I elementary schools; and

WHEREAS, through these programs, many children are identified with additional dental treatment needs beyond the scope of Metro Health services; and

WHEREAS, case management services are provided by Metro Health dental staff to assist participating children to receive needed treatment and to connect families to a source of ongoing care in the community; and

WHEREAS, approximately 23% of children enrolled in the City's Head Start Program are not covered through Texas Medicaid or the Children's Health Insurance Plan (CHIP); and

WHEREAS, historically, Metro Health has contracted with the University of Texas Health Science Center at San Antonio (UTHSCSA) Dental School as a cost-effective means of providing access to high quality dental care for children throughout the community who are uninsured or underinsured; and

WHEREAS, these children are identified through City outreach programs that have extensive dental needs beyond the scope of services offered by Metro Health; and

WHEREAS, the renewal of the contract with the UTHSCSA Dental School will ensure pediatric patients identified through the program who are either uninsured or underinsured, have access to critical dental health services; **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 the renewal contract with the University of Texas Health Science Center at San Antonio Dental School for an amount up to $181,561.00, for the provision of dental services for a period beginning September 1, 2015 through August 31,

2016. A copy of the contract, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Fund 26016xxxxx entitled "Title V Dental Fee for Service – 2016" and Internal Order 136000000xxx are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this contract.

SECTION 3. The sum of $181,561.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5201030 "Fees to Government Contractors." Payment is authorized to the University of Texas Health Science Center at San Antonio Dental School upon issuance of a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

PASSED AND APPROVED this 20th day of August, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

for Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**18 (in consent vote: 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 17, 18, 20, 21)**
Date:	08/20/2015
Time:	09:11:45 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the renewal of a contract with the University of Texas Health Science Center San Antonio Dental School for an amount up to $181,561.00, for the provision of dental services for a period beginning September 1, 2015 through August 31, 2016. [Erik Walsh, Deputy City Manager; Dr. Vincent R. Nathan, Interim Director of Public Health]
Result:	Passed

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

Attachment I

STATE OF TEXAS	§	**PROFESSIONAL SERVICES**
	§	
COUNTY OF BEXAR	§	**AGREEMENT**

THIS PROFESIONAL SERVICES AGREEMENT (the Agreement) is made and entered into by and between the CITY OF SAN ANTONIO ("CITY"), a Texas Home Rule Municipality, on behalf of the San Antonio Metropolitan Health District ("Metro Health") pursuant to Ordinance No. _____ passed and approved on the _____ day of _____ 2015, and the UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO (UTHSCSA) DENTAL SCHOOL on behalf of its Department of Developmental Dentistry. CITY and UTHSCSA shall collectively be referred to as "the Parties."

WITNESSETH

WHEREAS, CITY provides dental services for children at non-traditional setting such as Head Start and elementary schools; and

WHEREAS the Department of Developmental Dentistry is part of the UTHSCSA Dental School; and

WHEREAS, the CITY does not have the capacity or resources to meet the demand for dental services for children that require comprehensive dental treatment; and

WHEREAS, the CITY believes it is in the best interest of the CITY for UTHSCSA to provide children with quality dental care in an appropriate clinical and/or surgical environment;

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I
PURPOSE/DEFINITIONS

1.1 The purpose of this Agreement is to establish the terms and conditions under which UTHSCSA will provide CITY with certain specified dental health services for uninsured or underinsured children eligible for care through the Title V Child Health Services Dental Grant. This Agreement shall also establish the CITY's and UTHSCSA's obligations, costs, and the manner and method of payment for provided services.

1.2 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.

"UTHSCSA" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the Director of the San Antonio Metropolitan Health District.

"TDSHS" shall be defined as the Texas Department of State Health Services, the agency that funds, oversees the statewide Title V Child Health Services Dental Grant, and evaluation efforts.

"Title V Dental Grant" shall be defined as the TDSHS Title V Child Health Services Dental Grant which is the funding source for this contract.

"SAO," shall be defined as the Texas State Auditor's Office.

"OIG," shall be defined as the Office of the Inspector General.

"CGUS," shall be defined as the Comptroller General of the United States.

ARTICLE II
TERM

2.1 The term of this Agreement commences on September 1, 2015 and terminates on August 31, 2016. Either Party may terminate the contract by giving thirty (30) days written notice to the other Party.

2.2 UTHSCSA acknowledges that CITY has projected costs for this Agreement and that CITY expects to pay all obligations of this Agreement from projected revenue sources, but that all obligations of CITY are subject to funding from the United States Department of Health and Human Services (HHS) and annual appropriation by the Texas Department of State Health Services. Accordingly, if HHS or Texas DSHS should fail to appropriate sums to pay any of CITY's obligations under the terms of this Agreement this Agreement shall terminate upon thirty (30) days written notice to UTHSCSA and neither UTHSCSA nor CITY shall have any further obligations hereunder. Lack of funding is not and shall not be considered a breach of this Agreement. Payment for services performed by UTHSCSA through the effective date of termination shall be made pursuant to Article VI herein.

ARTICLE III
DESIGNATED REPRESENTATIVES

3.1 UTHSCSA hereby appoints Kevin Donly, D.D.S., M.S., Chairman of the Department of Developmental Dentistry, as its designated representative with regard to the services to be performed herein. UTHSCSA may change its designated representative at any time and must provide CITY with written notice of the change.

3.2 CITY hereby appoints Teresa Hines, Dental Division Program Manager, San Antonio Metropolitan Health District, as its designated representative with regard to the services to be

performed herein. CITY may change its designated representative at any time and must provide UTHSCSA with written notice of the change.

ARTICLE IV
CITY'S OBLIGATIONS

4.1 In conjunction with its public health dental program activities, Metro Health will perform Title V Grant eligibility screening and program intake documentation for children in need of dental care.

4.2 Metro Health will refer eligible children to UT Health Science Center Dental School, Pediatric Dental Clinics for further evaluation and treatment when appropriate.

4.3 CITY agrees to pay UTHSCSA for services provided as outlined in the TDSHS Title V Dental Grant Fee Schedule.

ARTICLE V
UTHSCSA'S SERVICES

5.1 Upon referral by Metro Health, UTHSCSA shall:

- 5.1.1 Provide diagnostic and preventive care services as set out in the TDSHS Title V Dental Grant Fee Schedule for each referred child and determine treatment plan of care;
- 5.1.2 Determine the family's income eligibility for sliding scale/reduced fees based on the established protocol at the Ricardo Salinas Dental Clinic;
- 5.1.3 Waive all co-payments for procedures covered by the program and assess fees for non-covered procedures based on the established sliding scale based on family income;
- 5.1.4 Provide required dental treatment for each child in an outpatient setting through the Ricardo Salinas Dental Clinic and/or other facilities designated by the UT Health Science Center Dental School for pediatric dental patients;
- 5.1.5 Communicate on an ongoing basis with Metro Health Case Managers regarding treatment plan/plan of care for each referred child through the program;
- 5.1.6 Adhere to all subcontractor requirements for TDSHS Title V Dental Grant subcontractors and provide related documentation upon request.

5.2 UTHSCSA understands and agrees that the services to be provided under this agreement

are expected to have a total value of $226,951.00, but that the cumulative total for all invoices presented by UTHSCSA under this Agreement shall not exceed a total amount of $181,561.00.

5.3 All work performed by UTHSCSA hereunder shall be performed to the satisfaction of the Director. The determination made by the Director shall be final, binding, and conclusive on all Parties hereto. CITY shall be under no obligation to pay for any work performed by UTHSCSA, which is not satisfactory to Director. CITY shall have the right to terminate this Agreement, in whole or in part, should UTHSCSA'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.

5.4 UTHSCSA and the Director or his designee shall engage in an annual quality assurance evaluation for the purpose of: 1) maintaining the highest standards of clinical care, appropriate for the public health program; 2) ensuring compliance with clinical licensure regulations 3) other matters of interest raised by UTHSCSA or the Director.

5.5 UTHSCSA agrees to comply with and be subject to all applicable subcontractor provisions as outlined in the FY16 Statement of Work for the TDSHS' Title V Dental Grant and the FY16 TDSHS Contract General Provisions attached hereto and incorporated herein for all purposes as **Attachment I.**

ARTICLE VI
CONSIDERATION

6.1 In consideration of UTHSCSA's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services, activities, duties and responsibilities set forth in this agreement, CITY agrees to pay UTHSCSA as set out below:

6.1.1 CITY shall pay an amount up to a maximum of $181,561.00.

6.1.2 The maximum amount to be paid by CITY and the cumulative total of all invoices from UTHSCSA shall not exceed the amount of $181,561.00 (ONE HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED SIXTY ONE AND 00/100THS DOLLARS).

6.2 UTHSCSA shall submit patient receipts/encounter forms with detailed description of services rendered within 30 days from the date of service. CITY shall pay UTHSCSA within thirty days of receipt of the invoice.

ARTICLE VII
PAYMENT FOR SERVICES

7.1 UTHSCSA shall issue a monthly invoice to CITY addressed to the San Antonio Metropolitan Health District, Dental Health Services at 332 West Commerce, Suite 300, San Antonio, Texas 78205. Such invoice shall separately detail the amount of compensation due for services. CITY shall make its payment within thirty (30) days of receipt of each invoice. If any amount set out in any invoice is disputed by CITY, then CITY agrees to notify UTHSCSA in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only the disputed amount may be retained by CITY until the disputed matter is resolved, and that the undisputed balance must be paid in accordance with the terms of this Section.

7.2 CITY and UTHSCSA will determine fees for additional services by mutual agreement through an amendment(s) of this Agreement. In the event the Parties agree that UTHSCSA is to provide additional services and also agree as to the basis for calculating the compensation for such services, the CITY agrees to pay for such services in accordance with the terms of this Agreement.

ARTICLE VIII
TERMINATION

8.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term or earlier termination pursuant to any of the provisions hereof.

8.2 TERMINATION BY NOTICE: The Agreement may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party.

8.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this Agreement, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this Agreement shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

8.4 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.

8.5 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), UTHSCSA shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this Agreement through the effective date of termination.

8.6 In the event that through action or no action initiated by the City of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of this contract and has no funds to do so from other sources, this contract may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for which funds are not appropriated, send UTHSCSA written notice stating that the City of San Antonio failed to appropriate funds. Lack of funding is not and shall not be considered a breach of this Agreement.

ARTICLE IX
INDEPENDENT CONTRACTOR

9.1 It is expressly understood and agreed that UTHSCSA shall be responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

9.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

9.3 Any and all of the employees of UTHSCSA, wherever located, while engaged in the performance of any work required by the CITY under this Agreement shall be considered employees of UTHSCSA only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the UTHSCSA.

ARTICLE X
INSURANCE

10.1 UTHSCSA and 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 their respective employees.

ARTICLE XI
NO INDEMNIFICATION BY PARTIES

11.1 UTHSCSA and CITY acknowledge they are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices 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 accidents, injuries or deaths.

ARTICLE XII
STATISTICS AND DOCUMENTATION

12.1 CITY and UTHSCSA will follow medical records standards in exchanging client care information. Both Parties shall comply with applicable confidentiality statutory provisions and rules, including the Health Insurance Portability and Accountability Act (HIPAA) requirements and state medical privacy laws.

ARTICLE XIII
AUDIT

13.1 UTHSCSA shall keep at all times during the term of this Agreement complete financial records documenting the services provided to CITY. Authorized representatives of CITY shall have the right to examine all financial records of UTHSCSA pertaining to the services rendered for CITY. The written request for an audit, which shall list with specificity all records CITY desires to examine during a particular audit, must be submitted to the Director of External Relations for the City of San Antonio and the UTHSCSA at least ten (10) days prior to the requested date of examination by CITY representatives. CITY agrees to provide UTHSCSA with a copy of CITY's final report regarding each audit within thirty (30) days of completion. UTHSCSA shall maintain all pertinent financial records for the term of this Agreement and for four (4) years after termination of this Agreement, or as required by law, whichever is longer.

ARTICLE XIV
NOTICES

14.1 All notices to be given under this Agreement shall be in writing and shall either be personally delivered or sent by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate.

If intended for City, to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

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

If intended for UTHSCSA, to:

Contractor:

University of Texas Health Science Center
Dental School
Department of Developmental Dentistry
Attn: Dr. Kevin Donly, Chair
San Antonio, Texas 78220-3900

ARTICLE XV
ASSIGNMENT

15.1 Neither Party may assign its rights, privileges or obligations under this Agreement, in whole or in part, without the written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE XVI
XVI. SPECIAL PROVISIONS

UTHSCSA acknowledges that funds for this agreement are from the TDSHS Title V Dental Grant. UTHSCSA agrees to comply with all terms and conditions associated with said funds as directed by the City or as required by this Agreement, including but not limited to:

Retention

16.1 Retention. UTHSCSA shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, UTHSCSA shall retain and preserve all other records, including financial records that are generated or collected by UTHSCSA under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. UTHSCSA shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for UTHSCSA may extend beyond the retention schedules established in this section. UTHSCSA shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1 (b) and (c) or other applicable statutes, rules and regulations governing medical information. UTHSCSA shall include this provision concerning records retention in any subcontract it awards. If UTHSCSA ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the City and TDSHS upon the City or TDSHS' request for at least four (4) years from the date UTHSCSA ceases business or from the date this Contract terminates, whichever is sooner. UTHSCSA shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to the Program

Attachment.

Access and Inspection

16.2 Access. In addition to any right of access arising by operation of law, UTHSCSA, and any of UTHSCSA's affiliate or subsidiary organizations or subcontractors shall permit the City and TDSHS or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including financial records, client and patient records, if any, and UTHSCSA's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of UTHSCSA's governing body, staff, volunteers, participants and clients concerning the Contract, UTHSCSA's business and client services. If deemed necessary by the City or TDSHS or the OIG, for the purpose of investigation or hearing, UTHSCSA shall produce original documents related to this Contract. The City, TDSHS and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of the City, TDSHS and HHSC to recover excessive or illegal payments. UTHSCSA shall make available to the City and TDSHS information collected, assembled or maintained by UTHSCSA relative to this Contract for the City or TDSHS to respond to requests that it receives under the Public Information Act. UTHSCSA shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

16.3 State Auditor's Office. UTHSCSA shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. UTHSCSA understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. UTHSCSA shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by UTHSCSA to its subcontractors, and UTHSCSA shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract UTHSCSA awards.

Assurances and Certifications

16.4 UTHSCSA certifies by execution of this Agreement to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;

b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;

d) it is not subject to an outstanding judgment in a suit against UTHSCSA for collection of the balance of a debt;

e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with UTHSCSA;

f) that no person who has an ownership or controlling interest in UTHSCSA or who is an agent or managing employee of UTHSCSA has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;

g) neither it, nor its principals have within the three(3)-year period preceding this Agreement, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of UTHSCSA or its principals;

h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and

i) neither it, nor its principals within a three (3) year period preceding this Agreement has had one or more public transaction (federal, state or local) terminated for cause or default.

UTHSCSA shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where UTHSCSA is unable to certify to any of the statements in this Article,

UTHSCSA shall submit an explanation to the contract manager assigned to the Program Attachment. If UTHSCSA's status with respect to the items certified in this Article changes during the term of this Contract, UTHSCSA shall immediately notify the contract manager assigned to the Program Attachment.

16.5 Child Support Delinquencies. As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, UTHSCSA shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

16.6 Authorization. UTHSCSA certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of UTHSCSA's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of UTHSCSA to act in connection with this Contract and to provide such additional information as may be required.

16.7 Gifts and Benefits Prohibited. UTHSCSA certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a TDSHS or HHSC official or employee in connection with this Contract.

16.8 Ineligibility to Receive the Contract. (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, UTHSCSA is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from TDSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. UTHSCSA certifies that neither UTHSCSA, nor its employees, nor anyone acting for UTHSCSA has received compensation from TDSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, UTHSCSA is ineligible to receive this Contract, if UTHSCSA or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) UTHSCSA certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may

be terminated and payment withheld if these certifications are inaccurate.

16.9 Antitrust. Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. UTHSCSA that neither UTHSCSA, nor anyone acting for UTHSCSA has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in UTHSCSA's line of business for the purpose of substantially lessening competition in such line of business.

16.10 Initiation and Completion of Work. UTHSCSA certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

Conflict of Interest

16.11 Conflict of Interest. UTHSCSA represents to the TDSHS that it and its subcontractors, if any, do not have nor shall UTHSCSA or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between UTHSCSA (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the TDSHS or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. UTHSCSA shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, UTHSCSA or any of its subcontractors has a conflict of interest or potential conflict of interest, UTHSCSA shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when UTHSCSA becomes aware of the existence of the actual or potential conflict of interest. UTHSCSA shall require each of its subcontractors to report to UTHSCSA any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Transactions Between Related Parties

16.12 Transactions Between Related Parties. UTHSCSA shall identify and report to TDSHS any transactions between UTHSCSA and a related party that is part of the work that the TDSHS is purchasing under this Contract before entering into the transaction or immediately upon discovery. UTHSCSA shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to UTHSCSA and the work the related party will perform under this Contract. *A*

related party is a person or entity related to UTHSCSA by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. UTHSCSA, for purposes of reporting transactions between related parties, includes the entity contracting with the TDSHS under this Contract as well as the chief executive officer, chief financial officer and program director of UTHSCSA. UTHSCSA shall comply with Tex. Gov. Code Chapter 573. UTHSCSA shall maintain records and supply any additional information requested by the TDSHS, regarding a transaction between related parties, needed to enable the DSHS to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR§ 215.42, and UGMS.

Lobbying

16.13 UTHSCSA shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, UTHSCSA shall not use funds paid under this Agreement, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Agreement exceeds $100,000 of federal funds, UTHSCSA shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of UTHSCSA in connection with this Agreement, a certification that none of the funds provided by TDSHS have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom UTHSCSA has an agreement. UTHSCSA shall file the declaration, certification, and disclosure at the time of application for this Agreement; upon execution of this Agreement unless UTHSCSA previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. UTHSCSA shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. UTHSCSA shall also comply, as applicable, with the lobbying restrictions and requirements in 2 CFR Part 230 (OMB Circulars A-122), Appendix B paragraph 25; 2 CFR Part 225 (A-87) Appendix B section 24; 2 CFR §215.27 (A-110) and 2 CFR Part 220 (A-21) Appendix A, subsection J.17 and J.28. UTHSCSA shall include this provision in any subcontracts.

Status of Contractor

16.14 UTHSCSA certifies that it is not delinquent on any repayment agreements; has not had a required license or certification revoked; and has not had a contract terminated by the TDSHS. UTHSCSA further certifies that it has not voluntarily surrendered within the past three (3) years any license by the TDSHS.

ARTICLE XVII
COMPLIANCE WITH LAWS AND ORDINANCES

17.1 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Agreement.

ARTICLE XVIII
LICENSES/CERTIFICATIONS

18.1 UTHSCSA warrants and certifies that UTHSCSA faculty 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.

18.2 UTHSCSA faculty and any other person designated to provide services must carry an original of his/her license/credentials and shall present said license/credentials for posting at their designated work station under this agreement.

18.3 UTHSCSA faculty and any other person designated to provide services must have current CPR certification and have a hepatitis B vaccination or be made aware of its availability and has declined it.

ARTICLE XIX
TEXAS LAW TO APPLY

19.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas. The Parties agree that venue for any action is proper in Bexar County, Texas.

ARTICLE XX
PRIOR AGREEMENTS SUPERSEDED

20.1 This Agreement constitutes the sole and only agreement of the Parties and supersedes all

prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XXI
AMENDMENT

21.1 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the CITY and UTHSCSA. The Director may execute contract amendments on behalf of CITY in the following circumstances a) no cost extensions up to one year, b) modifications to the scope of service listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and c) changes in state or federal regulations mandated by the funding agency.

ARTICLE XXII
MULTIPLE COUNTERPARTS

22.1 This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XXIII
PARTIES BOUND

23.1 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

ARTICLE XXIV
DEBARMENT

24.1 UTHSCSA certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

24.2 UTHSCSA shall provide immediate written notice to CITY, in accordance with Article XIV. Notice, if, at any time during the term of this contract, including any renewals hereof, UTHSCSA learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

ARTICLE XXV
LEGAL CONSTRUCTION

25.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2015.

CITY OF SAN ANTONIO

_____

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

APPROVED AS TO FORM:

_____

Martha G. Sepeda
Acting City Attorney

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

_____

Kenneth L. Kalkwarf, D.D.S., M.S.
Dean, UTHSCSA Dental School
Vendor Identification number:_____

_____

H. Steve Lynch, Jr.
Executive VP for Business Affairs
Chief Financial Officer, UTHSCSA

_____

William W. Dodge, D.D.S.
Vice Dean, UTHSCSA Dental School

_____

Kevin Donly, D.D.S., M.S.,
Chair, Department of Developmental Dentistry
UTHSCSA Dental School