

AN ORDINANCE 2017-10-19-0818

**AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO SCHOOL OF DENTISTRY FOR AN AMOUNT UP TO \$168,852.00, FOR THE PROVISION OF DENTAL SERVICES FOR A PERIOD BEGINNING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2018 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S ORAL HEALTH PROGRAM.**

\* \* \* \* \*

**WHEREAS**, on an annual basis, the San Antonio Metropolitan Health District (Metro Health) Oral Health Program provides diagnostic and preventive care to more than 22,000 children living in poverty by providing services in non-traditional settings such as 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**, historically, Metro Health has contracted with the University of Texas Health Science Center at San Antonio 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 have been identified through City outreach programs as having extensive dental needs beyond the scope of services offered by Metro Health; **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 her designee is authorized to execute an agreement with the University of Texas Health Science Center at San Antonio School of Dentistry for an amount up to \$168,852.00, for the provision of dental services for a period beginning September 1, 2017 and ending August 31, 2018 for the San Antonio Metropolitan Health District's Oral Health Program. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I.**


**SECTION 2.** Funding in the amount of \$168,852.00 for this Ordinance is available in Fund 2201636026, Internal Order 136000000729 and General Ledger 5201030.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to University of Texas Health Science Center at San Antonio and should be encumbered with a purchase order.

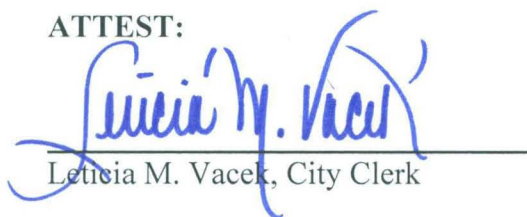
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 19th day of October, 2017.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>25 ( in consent vote: 5, 6, 7, 9, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22, 23, 24, 25, 26, 27 )</b>						
<b>Date:</b>	10/19/2017						
<b>Time:</b>	09:51:43 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with the University of Texas Health Science Center at San Antonio School of Dentistry for an amount up to \$168,852.00, for the provision of dental services for a period beginning September 1, 2017 and ending August 31, 2018 for the San Antonio Metropolitan Health District's Oral Health Program. [Erik Walsh, Deputy City Manager; Colleen M. Bridger, MPH, PhD, Director of Health]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

MH  
10/19/2017  
Item No. 25

# Attachment I

STATE OF TEXAS

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§  
§

PROFESSIONAL SERVICES

COUNTY OF BEXAR

AGREEMENT

THIS PROFESSIONAL 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 2017, and the UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO (UTHSCSA) SCHOOL OF DENTISTRY 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 School of Dentistry; 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:

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

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

"Department" shall mean the Texas Department of State Health Services.

"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.

"HHSC" shall be defined as the Texas Health and Human 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 HHSC 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.

## **ARTICLE II.**

### **TERM**

2.1 The term of this Agreement commences on September 1, 2017 and terminates on August 31, 2018.

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 Health and Human Services. Accordingly, if HHS 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, DD.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 Jennifer M. Bankler, DDS, Dental Clinical Director, 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 School of Dentistry, Pediatric Dental Clinics for further evaluation and treatment when appropriate.

4.3 CITY agrees to pay UTHSCSA for services provided as outlined in the HHSC 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 HHSC 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 School of Dentistry 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 subrecipient requirements for HHSC Title V Dental Grant subcontractors and provide related documentation required for inclusion in any report concerning the HHSC Title V Dental Grant.

5.2 UTHSCSA understands and agrees that the services to be provided under this agreement are expected to have a total value of \$211,064.00, but that the cumulative total for all invoices presented by UTHSCSA under this Agreement shall not exceed a total amount of \$168,852.00.

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 subrecipient provisions as outlined in the FY18 Statement of Work and HHSC Uniform Terms and Conditions for the Title V Dental Grant 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 \$168,852.00.

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 \$168,852.00 (ONE HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED FIFTY TWO 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 VI.**  
**PAYMENT FOR SERVICES**

7.1 UTHSCSA shall issue a monthly invoice to CITY addressed to:

City of San Antonio  
Finance Attn: Accounts Payable  
P.O. Box 839976  
San Antonio, TX 78283-3976

Email: [ap@sanantonio.gov](mailto:ap@sanantonio.gov)

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 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 I 01.001 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 X.**  
**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  
Director  
P.O Box 839966  
San Antonio, Texas 78283-3966

AND

City of San Antonio  
San Antonio Metropolitan Health District  
111 Soledad, Suite 1000  
San Antonio, Texas 78205

If intended for UTHSCSA to:

University of Texas Health Science Center  
School of Dentistry  
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.**  
**SPECIAL PROVISIONS**

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

16.1 Requirements for pass-through entities per OMB Circular, section 200.331

UTHSCSA acknowledges that this agreement constitutes a subaward from the HHSC Title V Dental Grant for which the following data elements apply. If any of these data elements change or are currently unavailable, City will subsequently provide UTHSCSA changes and updated information.

Subrecipient Name- UTHSCSA

Subrecipient's Unique Entity- Vendor #1018367

FAIN - pending

Federal Award Date- 9/1/2017

Period of Performance- 9/1/17 through 8/31/18

Funds Obligated- \$168,852.00

Total Amount Obligated - \$168,852.00

Total Amount of Federal Award Committed- \$168,852.00

Federal Award Project Description -To provide or assure the provision of child health and/or child dental services that include screening and eligibility determination, direct clinical and/or dental service, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals as necessary.

Name of Federal Awarding Agency- HRSA: Maternal and Child Health Block Grant to the States through the Texas Health and Human Services Commission (HHSC)

CFDA # - 93.994

R&D-N/A

Indirect Cost Rate- N/A

16.2 Access to records, books, and documents

In addition to any right of access arising by operation of law, UTHSCSA and any of UTHSCSA's affiliate or subsidiary organizations, or Subcontractors will permit the DSHS, SAO, OIG and the Comptroller General of the United States or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site

where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, UTHSCSA will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. UTHSCSA will 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 understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. UTHSCSA agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. UTHSCSA will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through UTHSCSA and the requirement to cooperate is included in any Subcontract it awards.

### 16.4 UTHSCSA certifies:

1. In accordance with 2 CFR Part 376 and 180 (parts A-1), as the primary participant, and any of the primary participant's principals (collectively, participants):
  - A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any federal department or agency;
  - B. have not within a 3-year period preceding this proposal 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 claim, 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 participant's present responsibility;
  - C. are not presently indicted or otherwise criminally or civilly charged by a

- governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
- D. have not within a 3 year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
  - E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code, or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

Should the UTHSCSA not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

The UTHSCSA agrees by submitting this proposal that the UTHSCSA will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions;

2. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93):

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the UTHSCSA must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and
- C. The language of this certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly;

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered to. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification must be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

3. Is in good standing with the Internal Revenue Service on any debt owed;
4. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community suspension, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;
5. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the UTHSCSA;
6. Will comply with all statutes and standards of general applicability. It is UTHSCSA's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. UTHSCSA will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to UTHSCSA, UTHSCSA will comply with the following:
  - a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) TEX. LAB. CODE. ch. 21; 9) Food Stamp Act of 1977 (7 USC §200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and 13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;
  - b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
  - c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
  - d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
  - e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
  - f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
  - g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and

- 6601 (P.L. 93 348 and P.L. 103-43), as amended, regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321.26, which limits the political activity of employees whose employment is funded with federal funds;
  - i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4V:01 et seq., as applicable, concerning minimum wage and maximum hours;
  - J) TEX. Gov'T CODE ch. 469 (Suppl 2004), pertaining to eliminating architectural barriers for persons with disabilities;
  - k) Texas Workers' Compensation Act, TEX. LABOR CODE, chs. 401-406 28 TEX. ADMIN. CODE pt. 2, regarding compensation for employees' injuries;
  - l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
  - m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code ch. 96 regarding safety standards for handling blood borne pathogens;
  - n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
  - o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247). "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32). "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC § 1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
  - p) Intergovernmental Personnel Act of 1970 (42 USC §§ 4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);
  - q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
  - r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;
  - s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;
  - t) Financial and compliance audits in accordance with Single Audit Act Amendments



of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and

- u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on UTHSCSA;

7. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law 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 certain other disasters;
8. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of UTHSCSA's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

#### **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.**  
**CONFLICT OF INTEREST**

24.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 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:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns
  - (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

24.2 UTHSCSA warrants and certifies as follows:

- (i) UTHSCSA and its officers, employees and agents are neither officers nor employees of the City.
- (ii) UTHSCSA has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

24.3 UTHSCSA acknowledges that City's reliance on the above warranties and certifications is reasonable.

**ARTICLE XXV.**  
**DEBARMENT**

25.1 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.

25.2 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 XXVI.**  
**LEGAL CONSTRUCTION**

26.1 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 \_\_\_\_\_.**

**CITY OF SAN ANTONIO**

**THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT SAN ANTONIO  
VIN No. 1018367**

\_\_\_\_\_  
Colleen M. Bridger, MPH, PhD  
Director  
San Antonio Metropolitan Health District

\_\_\_\_\_  
William W. Dodge, D.D.S.  
Dean  
UTHSCSA School of Dentistry

Approved as to Form:

\_\_\_\_\_  
Kevin Donly, D.D.S., M.S.,  
Chair, Department of Developmental Dentistry

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City Attorney

UTHSCSA School of Dentistry

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Andrea M. Marks, MBA, CPA  
CFO  
UTHSCSA