

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

SERVICE AGREEMENT

This **SERVICES AGREEMENT** (this “**Agreement**”) is entered into by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO, a government agency and institution of higher education of the State of Texas (“**UTSA**”), and The City of San Antonio Metropolitan Health District whose address is 111 Soledad St Suite 1000, San Antonio, TX 78205 (“**City**”), and is effective for all purposes on 11/30/2019 (“**Effective Date**”).

UTSA and City agree as follows:

1. **SERVICES.** City will perform the services (“**Services**”) and provide deliverables (“**Deliverables**”) set forth in **Exhibit A**, attached and incorporated for all purposes, to the satisfaction of UTSA.
2. **TERM.** The term (“**Term**”) of this Agreement will commence on 11/01/2019, and will continue through 09/29/2024, unless sooner terminated as provided herein.
3. **COMPENSATION.** City’s fees for the Services and Travel Expenses (defined below), if any, are set forth in **Exhibit B**, attached and incorporated for all purposes. UTSA will pay to City compensation for performance of the Services within thirty (30) days after receipt of an appropriate invoice (“**Invoice**”) and UTSA’s approval of Services. Payment will be made in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, *Texas Government Code*. City will submit Invoice that include payment dates of Service, and details of Services provided. Payment for delivery of Services, and rendered will not be unreasonably withheld or delayed. If UTSA disapproves any amount submitted for payment by City, UTSA will give City specific reasons for disapproval in writing. Upon resolution of any disputed charges, City will re-invoice such remaining charges to UTSA.
4. **RELATIONSHIP OF THE PARTIES.** For purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, City is an independent contractor and is not an employee, partner, joint venturer, or agent of UTSA. City will make no representation that City is an employee of UTSA.
5. **WARRANTIES AND REPRESENTATIONS.**
 - 5.1 **Compliance with Laws and Policy.** City warrants and agrees that City will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by UTSA, City warrants and agrees that City will perform the Services in compliance with all UTSA’s Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, “**UTSA Rules**” means (i) the Rules and Regulations of the Board of Regents of The University of Texas System (the “**Board**”) (found at <http://www.utsystem.edu/board-of-regents/rules> and referred to herein as the (“**Regents’ Rules**”); (ii) the policies of The University of Texas System (found at <https://www.utsystem.edu/sites/policy-library/>); (iii) the institutional rules and regulations and policies of UTSA (which may be found at <https://www.utsa.edu/policies/>); (iv) UTSA’s Standards of Conduct Guide, which is located at <http://utsa.edu/acrs/>; (v) the UTSA’s parking rules and regulations (which may be found at <http://www.utsa.edu/campuservices/parking/Regs/index.html>); and (vi) Child Protection Training, which may be found at http://www.utsa.edu/acrs/Training/sb1414_training.html.
 - 5.2 **Licenses and Certifications.** City will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.
 - 5.3 **Performance.** City represents that City has the personnel, experience, and knowledge necessary to qualify City for the particular duties to be performed under this Agreement. City warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.
 - 5.4 **Authority.** City represents and agrees that this Agreement reflects City’s full and correct name and that City is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.
 - 5.5 **Conflict of Interest.** City represents, and agrees that City presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with City’s performance of the Services hereunder. City further warrants that no relationship or affiliation exists between City and UTSA that could be construed as a conflict of interest with regard to this Agreement.

- 6. DELIVERABLES AND USE OF DOCUMENTS.** The documents and tools used in performing the Services will remain the exclusive property of UTSA. All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by City in connection with the Services (collectively, "**Service Deliverables**"), whether or not accepted or rejected by UTSA, are the property of UTSA and for its exclusive use and re-use at any time without further compensation and without any restrictions. City will not sell, disclose, or obtain any other compensation for the Service Deliverables. City will not, with regard to Service Deliverables, apply for, in City's name or otherwise, any copyright, patent or other property right and City acknowledges that any such property right created or developed remains the exclusive right of UTSA. City will not use Service Deliverables in any manner for any other purpose without the express written consent of UTSA.
- 7. CONFIDENTIALITY.** All information owned, possessed or used by UTSA that is communicated to, learned, developed or otherwise acquired by City in the performance of Services for UTSA, that is not generally known to the public, will be confidential and City will not, beginning on the date of first association or communication between UTSA and City and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence of such information to another or use such information for City's own benefit or the benefit of another unless required by law. Except when defined as part of the Services, City will not make any press releases, public statements, or advertisement referring to the Services or the engagement of City as an independent contractor of UTSA in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of UTSA. UTSA acknowledges that City as a Texas municipality is subject to public information laws, including the Texas Public Information Act and shall process all record requests in accordance with such laws.
- 8. ASSIGNMENT.** City's interest in this Agreement (including City's duties and obligations under this Agreement, and the fees due to City under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of UTSA. The benefits and burdens of this Agreement are assignable by UTSA.
- 9. INSURANCE.** CITY ACKNOWLEDGES AND UNDERSTANDS THAT UTSA DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CITY AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CITY'S PERFORMANCE OF THE SERVICES. CITY HEREBY RELEASES UTSA, THE UNIVERSITY OF TEXAS SYSTEM, THEIR OFFICERS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR COSTS RELATING TO THE PERFORMANCE OF THE SERVICES, UTSA'S USE OF THE SERVICE DELIVERABLES, OR UTSA'S RELIANCE OF THE SERVICES PROVIDED HEREUNDER.
- 10. NO INDEMNIFICATION.** THE PARTIES ACKNOWLEDGE THAT UTSA IS AN AGENCY OF THE STATE OF TEXAS AND THE CITY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND AS SUCH, BOTH PARTIES 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 DEATH.
- 11. FORCE MAJEURE.** Neither UTSA nor City will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 12. TERMINATION.** EITHER PARTY may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. Upon such termination, UTSA will pay City, at the rate set out in **Exhibit B**, for Services satisfactorily performed through the date of termination. Notwithstanding any provision in this Agreement to the contrary, UTSA will not be required to pay or reimburse City for any Services performed or for expenses incurred by City after the date of the termination notice that could have been avoided or mitigated by City.
- 13. NOTICE.** Any notices required under this Agreement will be made in writing, postage prepaid to the following addresses, and will be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

UTSA:

The University of Texas at San Antonio
Attn: Research Service Center
One UTSA Circle
San Antonio, TX 78249

CITY:

City of San Antonio Metropolitan Health District
111 Soledad, Ste. 1000
San Antonio, TX 78205

14. INVALIDITY OF PRIOR AGREEMENTS. This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Services and expresses the entire agreement and understanding between the parties with reference to the Services. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee of either party, nor will any written modification of it be binding on UTSA until approved in writing by authorized representatives of both UTSA and City.

15. ADDITIONAL STATUTORY PROVISIONS

- 15.1 Governing Law & Venue.** In any lawsuit or legal dispute arising from the operation of this Agreement, City agrees that the laws of the State of Texas will govern. Venue will be in the District Court of Texas, Bexar County, Texas.
- 15.2 Dispute Resolution.** To the extent that that [Chapter 2260, Texas Government Code](#), is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UTSA and City to attempt to resolve any claim for breach of contract made by City that cannot be resolved in the ordinary course of business. The chief business officer of UTSA will examine City's claim and any counterclaim and negotiate with City in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by UTSA nor any other conduct, action or inaction of any representative of UTSA relating to the Agreement constitutes or is intended to constitute a waiver of UTSA's or the state's sovereign immunity to suit; and (ii) UTSA has not waived its right to seek redress in the courts.
- 15.3 Tax Certification.** If City is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then City certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, City is exempt from the payment of those taxes, or City is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 15.4 Payment of Debt or Delinquency to the State.** Pursuant to §§[2107.008](#) and [2252.903](#), *Texas Government Code*, City agrees any payments owing to City under the Agreement may be applied directly toward any debt or delinquency City owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 15.5 Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), City certifies it is not ineligible to receive the award of or payments under the Agreement, and acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 15.6 State Auditor's Office.** City understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). City agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. City will include this provision in all contracts with permitted subcontractors.
- 15.7 Texas Child Protection Training.** Child Protection Training ("Child Protection Training") is required for anyone having contact with a minor as part of a camp or program under the following: 1) camp or program with minors that lasts six (6) hours or more on any given day; 2) camp or program with minors that continues for multiple days no matter what the duration is per day; and/ or 3) camp or program which requires an overnight stay. City will complete the Child Protection Training in accordance with Section 51.976, *Texas Education Code*, in performing his/her duties and obligations under this Agreement.
- 15.8 PAYMENT BY ELECTRONIC FUNDS TRANSFER.** Section 51.012, *Texas Education Code*, authorizes UTSA to make any payment through electronic funds transfer methods. City agrees to receive payments from UTSA through electronic funds transfer methods, including the automated clearing house system (also known as "ACH"). Prior to the first payment under the Agreement, UTSA will confirm City's banking information. Any changes to City's banking information must be communicated to UTSA in writing at least thirty (30) days in advance of the effective date of the change.
- 15.9 NOTICE UNDER FEDERALLY FUNDED AGREEMENTS.** IF THIS AGREEMENT INCLUDES THE PAYMENT OF FEDERAL FUNDS, THE FOLLOWING EEO AND AFFIRMATIVE ACTION PROVISIONS WILL APPLY:

Under this Agreement, UTSA is operating as a federal City obligated to take affirmative action to employ females, minorities, individuals with disabilities, and protected veterans. UTSA is required to notify the City that the City may also have such obligations under this Agreement.

The following laws, codes, and regulations are attached to and incorporated into this Agreement for all purposes: (1) the Equal Employment Opportunity Clause required under Executive 11246, (41 C.F.R. 60-1.4); (2) the affirmative action commitment for special disabled veterans and veterans of the Vietnam Era set forth in 41. [C.F.R. 60-300.44(f)(1)(ii)]; (3) the Affirmative Action Clause for Section 503 of The Rehabilitation Act of 1973 set forth in 41 [C.F.R. 60-741.44(f)(1)(ii)]; and (4) the related regulations of Secretary of Labor, (41 C.F.R.), Chapter 60.

The notification under this Section does not necessarily mean that the City has any of the affirmative action obligations referenced above. The City's obligations under applicable law will depend upon a number of factors including the dollar amount of this Agreement and the size of the City's workforce. The City will abide by all applicable affirmative action requirements stipulated in this Section.

15.10 ADDITIONAL STATE STATUTORY REQUIREMENTS FOR BUSINESS ENTITIES. THIS SECTION 15.10 APPLIES ONLY TO FOR-PROFIT BUSINESS ENTITIES (NOT TO INDIVIDUALS AND NOT TO NON-PROFIT ORGANIZATIONS).

Certification regarding Business with Certain Countries and Organizations. Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), City certifies City is not engaged in business with Iran, Sudan, or a foreign terrorist organization. City acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification regarding Boycotting Israel. Pursuant to [Chapter 2270, Texas Government Code](#), City certifies City (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. City acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

16. CRIMINAL BACKGROUND CHECK. City will submit to a Criminal Background Check (“**Criminal Background Check**”) as/if requested by UTSA, which may include verification of City’s address(es) and social security number. City agrees to provide information and complete documents as/if requested by UTSA for the purpose of a Criminal Background Check. City’s failure to timely submit the requested information or documents may result in UTSA’s termination of this Agreement without further notice to City. UTSA will bear the expense of the Criminal Background Check.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

CITY:

Signature

Date

Jennifer Herriott, Interim Director

Print Full Name / Title (if not in individual capacity)

For City who signs this Agreement as an individual, initial below.

By initialing here , I represent that I am a citizen of the United States or a U.S. Lawful Permanent Resident.

City may be subject to IRS tax reporting

FOR UTSA USE ONLY

BUDGETARY AUTHORIZATION:

1000003008

Cost Center / Project ID

Department Budget Authority Approver:

Dr. Thankam Sunil, PI

Print Name and Title

Signature

Date

UTSA

Signature

Date

Jennifer Silver, Director RSC ABE

Print Name and Title

EXHIBIT “A”
SERVICES

1. Services:

City will serve as a key personnel on Project Preventing Adolescent Alcohol and Substance Abuse (PAASA) as the lead epidemiologist, in efforts of building the capacities and infrastructure necessary to address alcohol and substance use / abuse in Tafolla Middle School (TMS) of San Antonio Independent School District (SAISD).

2. Deliverables:

City will deliver the following:

- Assessing pressing substance use/abuse needs in Tafolla Middle School, SAISD;
- Building capacity to address substance use/misuse;
- Formulating a strategic plan to ensure efficacy of intervention(s);
- Implementing selected intervention(s); and
- Evaluating intervention to continually improve results.

EXHIBIT "B"
COMPENSATION

1. Compensation:

City will be paid a flat rate of thirty seven thousand and five hundred dollars (\$37,500.00) for Services. UTSA agrees to reimburse the City for services performed. City shall be reimbursed for services provided under this agreement seven thousand five hundred dollars (\$7,500.00) each year.

The City will invoice UTSA on December 1, 2020, 2021, 2022, 2023 and 2024. UTSA agrees to reimburse the City for services performed under this Contract within thirty (30) days of being invoiced by the City. If payment is not received in the time allotted, the City may terminate this agreement.

Total compensation paid by UTSA to City for Services will not exceed thirty seven thousand and five hundred dollars (\$37,500.00), which amount does not include applicable sales tax or Travel Expenses (below), without the express written consent of UTSA.

Compensation will be made per terms outlined.

2. Travel Expenses:

City will be reimbursed without mark-up for reasonable expenses including meals, lodging, mileage, and airfare (coach class only) that City validly incurs directly and solely in support of completing City's obligations herein (collectively "**Travel Expenses**"). City agrees and acknowledges that in regard to reimbursement for Travel Expenses, City will be subject to the State of Texas Travel Reimbursement Guide ("**Travel Reimbursement Guide**") (located at <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>) as may be amended from time to time. Further, City agrees and acknowledges that City will not be reimbursed by UTSA for expenses that are prohibited or that exceed the allowable amounts set forth in the Travel Reimbursement Guide. Airfare reimbursements will be provided for general coach seating only and must be approved in advance by UTSA. As a condition precedent to receiving reimbursement for Travel Expenses, City will submit to UTSA receipts, invoices, and other documentation as required by UTSA.

The estimated Travel Expenses to be reimbursed to City under this Agreement are as follows:

Meals:	\$0.00
Lodging:	\$0.00
Mileage:	\$0.00
Airfare:	\$0.00
Parking:	\$0.00
Other Miscellaneous Travel Expenses:	\$0.00

Total: \$0.00

Notwithstanding the foregoing, reimbursement for Travel Expenses will not exceed a maximum of \$0.00 without the prior written approval of UTSA.