

**FUNDING AGREEMENT FOR
THE DEVELOPMENT OF THE CENTER FOR HEALTH EQUITY
IN SOUTH TEXAS (CHEST) TO ADDRESS HEALTH
DISPARITIES PROJECT
BETWEEN
THE CITY OF SAN ANTONIO AND
THE CENTER FOR HEALTH EQUITY IN SOUTH TEXAS**

This Funding Agreement (Agreement) is entered into by and between the City of San Antonio (“City”), a Texas Municipal Corporation, acting by and through its City Manager or designee, and the Center for Health Equity in South Texas, a Texas not for profit corporation (“CHEST”), hereinafter collectively referred to singularly or collectively as “Party” or “Parties.”

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

WHEREAS, the City desires to address health disparities in communities that face public health and economic challenges; and

WHEREAS, the FY 2025 budget process allocated \$300,000.00 for seed funds to CHEST (the Project) a Texas nonprofit corporation organized exclusively for educational and scientific purposes; and

WHEREAS, the overall purpose of CHEST is promoting health equity in medically underserved of the Greater Southside, including the near-East and near-West communities of San Antonio, with a focus on three basic goals: increasing primary, specialty, hospital and auxiliary health care services, raising life expectancy via systematic improvements in the essential non-medical drivers of health and supporting development of a health careers pipeline of area residents enrolled in professional medical and allied health career educational programs; and

WHEREAS, the City agrees to support CHEST in FY 2025 to help fully develop a plan of action focused on reducing health disparities and increasing access to healthcare in the Greater Southside, including the near-East and near-West communities of San Antonio, and surrounding South Texas areas, and to use its best efforts to appropriate an additional \$300,000.00 in seed funds for CHEST during the FY 2026 budget process; and

WHEREAS, CHEST hereby agrees to collaborate with the City in the development of Project objectives and the proper stewardship of seed funds offered by the City as well as the responsibilities and duties necessary to initiate the implementation of and management of the Project; **NOW THEREFORE:**

For and in consideration of the following mutual promises and obligations, and for the benefit of the residents of the City of San Antonio, the Parties herein agree as follows:

I. DEFINITIONS

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

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

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 1, 2024 and terminate on September 30, 2025.

III. SCOPE OF SERVICES

3.1 CHEST agrees to provide the services below in exchange for the compensation described in Article IV. Funding to CHEST. The "Services" are as follows:

3.2 CHEST agrees to establish and develop its Services to provide cross-sector collaborative efforts addressing the medical and non-medical social determinants of health negatively affecting the life spans of the residents of the Greater Southside, including the near-East and near-West communities of San Antonio by providing the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV below.

3.3 CHEST's specific duties and responsibilities under the Agreement shall include:

3.3.1 CHEST for Q1 and Q2 (October 1, 2024 to March 31, 2025) shall perform the following actions:

Governance:

1. Adopt appropriate bylaws and governing structure.
2. Appoint board members representing cross section of provider, community, business and government sectors.
3. Initiate planning for board retreat location, goals and preliminary agenda.

Administration:

1. Engage initial consulting support to provide interim planning and administrative services prior to employment of initial staff.
2. Initiative design of administrative, operating and development structure.
3. Develop initial job descriptions for a chief executive or director and other necessary support positions.
4. Prepare for search for chief executive or director and other necessary positions.
5. Initiate actions to obtain additional funding sources to maintain the organization and fund adopted programs and projects for both CHEST and collaborating entities.
6. Begin searching for initial office space.
7. Establish beta web site and official email address.
8. Establish financial processes and controls for receipt, management, and disbursement of City seed funding and other funding sources.
9. Develop application for submittal to the IRS for 501(C)(3) status.

Program Framework:

1. Adopt initial mission, vision and guiding principles.
2. Establish initial target goals.
3. Initiate broad community awareness campaign regarding the health disparities of the underserved South, East, and West San Antonio communities and needed initiatives to be undertaken.
4. Conduct activities to begin identifying initial pilot projects aimed at addressing the three major target goals.
5. Submit a progress report on actions taken to implement the above listed strategies or activities.

3.3.2 Additionally, CHEST for Q2 (January 1, 2025 to March 31, 2025) shall perform the following actions, including everything listed above in 3.2.1:

Consensus Building and Assessment:

1. Conduct board retreat to confirm mission, vision statements and guiding principles, review progress and adjust initial priorities and set short and midterm goals and objectives.
2. Conduct an expanded series of listening and engagement sessions with key audiences across diverse sectors.
3. Develop a demographic, economic, health condition and service access report to help determine goals and priorities.

Administrative:

1. Complete search and formally employ the chief executive or director.
2. Employ other key personnel to perform initial priorities and required administrative actions.
3. Develop objectives, work plan, tasks and milestone schedule for Quarters 3 and 4 under leadership of new chief executive or director to address the three major target goals.
4. Continue actions to obtain additional funding sources to maintain the organization and fund adopted programs and projects for both CHEST and collaborating entities.

5. Submit a progress report on actions taken to implement above listed strategies or activities.

3.3.3 CHEST for Q3 (April 1, 2025 to June 30, 2025) shall perform the following actions:

1. Implement work plan, tasks and schedule for Quarter 3 under leadership of new chief executive or director to address the three major target goals.
2. Continue actions to obtain additional funding sources to maintain the organization and fund adopted programs and projects for both CHEST and collaborating entities.
3. Review and adjust Q4 work plan as needed.
4. Submit a progress report on actions taken to implement above listed strategies or activities.

3.3.4 CHEST for Q4 (July 1, 2025 to September 15, 2025) shall perform the following actions:

1. Carry out work plan, tasks and schedule for Quarter 4 under leadership of new chief executive or director to address the three major target goals.
2. Continue actions to obtain additional funding sources to maintain the organization and fund adopted programs and projects for both CHEST and collaborating entities.
3. Develop and submit Scope of Service work plan and goals for CHEST's second year of operation.
4. Submit a progress report on actions taken to implement above listed strategies or activities.

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

IV. FUNDING TO CHEST

4.1 In consideration of CHEST's performance in a satisfactory and efficient manner, as determined solely by the Director as referenced in section 3.4 above, of all services and activities set forth in this Agreement, City agrees to pay CHEST up to \$300,000.00 as total compensation, to be paid to CHEST in four payments in accordance with the following invoicing schedule:

- a. Upon submission and approval of deliverable(s) set out in section 3.3.1, City shall pay: \$100,000.

- b. Upon submission and approval of deliverable(s) set out in section 3.3.2, City shall pay: \$75,000.
- c. Upon submission and approval of deliverable(s) set out in section 3.3.3, City shall pay: \$75,000
- d. Upon submission and approval of deliverable(s) set out in section 3.3.4, City shall pay: \$50,000.

4.2 CHEST shall invoice on a quarterly basis as set out above and City shall reimburse CHEST upon receipt and approval of an invoice. Invoices shall include all supporting documentation as required by City. Notwithstanding this provision, CHEST may invoice for its obligations in Q1 and Q2 detailed in 3.3.1 upon completion, and the City agrees to timely approve and pay as provided in this agreement.

4.3 City shall not be obligated or liable under this Agreement to any party, other than CHEST, for payment of any monies or provision of any goods or services.

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

V. OWNERSHIP OF DOCUMENTS

5.1 CHEST shall deliver, at CHEST's sole cost and expense, all Agreement-related documents and reports to the City in accordance with the dates established under this Agreement in a timely and expeditious manner.

5.2 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps models, photographs, designs, plans schedules or other appended documentation to any proposal or contract, an any responses, inquiries, correspondence and related material submitted by CHEST shall, upon receipt, become property of the City however, CHEST shall have free use of the material referred to herein as commercially reasonable.

VI. RECORDS RETENTION

6.1 CHEST and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "Documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof,

and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

6.3 CHEST shall notify City, immediately, in the event CHEST receives any requests for information consistent with Chapter 552, Texas Government Code from a third party, which pertain to the documentation and public records referenced herein. CHEST understands and agrees that City will process and handle all such requests. CHEST strictly adheres to Chapter 552 and interpretations of Chapter 552 rendered by the courts and the Texas Attorney General.

VII. TERMINATION

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

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

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

7.2.2 Any material breach of the terms of this Agreement, as determined solely by City.

7.3 Defaults With Opportunity for Cure. Should CHEST default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. CHEST shall have thirty (30) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If CHEST fails to cure the default within such thirty-day cure period, City shall have the right, without

further notice, to terminate this Agreement in whole or in part as City deems appropriate and City may seek to recapture from CHEST any and all funds disbursed under this Agreement subject to any right of offset CHEST may have for services performed in accordance with Article III. above.

- 7.3.1 Reserved
- 7.3.2 Bankruptcy or selling substantially all of company's assets;
- 7.3.3 Failing to perform or failing to comply with any covenant herein required; or
- 7.3.4 Performing unsatisfactorily.

7.4 Severance of Duties. 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 sever such duties from this agreement.

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

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

VIII. NOTICE

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

If intended for City, to:

City of San Antonio
Attn: Director
San Antonio Metropolitan Health District
100 W. Houston, 14th Floor
San Antonio, TX 78205

If intended for CHEST, to:

Center for Health Equity in South Texas
Attn: Lyssa Ochoa, MD, Chair
603 E Amber St, Suite 101
San Antonio, TX 78221

IX. INSURANCE

No later than 30 days before the scheduled service under this agreement, CHEST must provide a completed Certificate(s) of Insurance to Metro Health. The certificate must be:

- clearly labeled with the legal name of the agreement in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by Metro Health. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CHEST certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CHEST shall obtain and maintain in full force and effect for the duration of this Agreement, at CHEST's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- - (VII), in the following types and for an amount not less than the amount listed below. If the CHEST claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage must be on a per project aggregate.
4. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
5. Cyber Liability*	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
6. Business Automobile a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
*If Applicable	

CHEST must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CHEST and provide a certificate of insurance and endorsement that names CHEST and City as additional insureds. CHEST shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CHEST must comply with such requests within 10 business days by submitting the requested insurance documents to the City at the following address:

City of San Antonio
Attn: San Antonio Metropolitan Health District
P.O. Box 839966
San Antonio, Texas 78283-3966

CHEST's insurance policies must contain or be endorsed to contain the following provisions:

- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.

- CHEST shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and

- Provide thirty (30) days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CHEST shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend CHEST'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon CHEST'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order CHEST to stop work and/or withhold any payment(s) which become due to CHEST under this Agreement until CHEST demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CHEST'SS insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

X. INDEMNIFICATION

10.1 CHEST covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CHEST'S activities under this Agreement, including any acts or omissions

of CHEST, any agent, officer, director, representative, employee, consultant or subcontractor of CHEST, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CHEST AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, CHEST agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CHEST shall advise the CITY in writing within 72 hours of any claim or demand against the CITY or CHEST known to CHEST related to or arising out of CHEST's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CHEST's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CHEST of any of its obligations under this paragraph.

10.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CHEST in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CHEST shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CHEST fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CHEST shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CHEST, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CHEST or any subcontractor under worker's compensation or other employee benefit acts.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 CHEST shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant

to this Agreement shall be the employees or subcontractors of CHEST. CHEST, its employees or its subcontractors shall perform all necessary work.

11.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of CHEST. City shall in no event be obligated to any third party, including any subcontractor of CHEST, for performance of services or payment of fees.

11.3 CHEST shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor assignee, transferee or subcontractor.

XII. INDEPENDENT CONTRACTOR

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

XIII. NON-DISCRIMINATION

As a party to this Agreement, the CHEST understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, the CHEST certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended;
- c. The Age Discrimination Act of 1975, as amended;
- d. Fair Labor Standards Act of 1938, as amended;
- e. Equal Pay Act of 1963, P.L. 88-38;
- f. Title IX of the Education Amendments of 1972, as amended; and
- g. All applicable regulations implementing the foregoing laws.

XIV. CONFLICT OF INTEREST

14.1 CHEST acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in 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: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

XV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and CHEST, and subject to approval by the City Council, as evidenced by passage of an ordinance. The Director may execute contract amendments on behalf of the City without further action by the San Antonio City Council, in the following circumstances: No cost modifications to the Scope of Work so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work.

XVI. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. LICENSES/CERTIFICATIONS

CHEST warrants and certifies that CHEST 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.

XVIII. COMPLIANCE

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

XIX. NON-WAIVER OF PERFORMANCE

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

XX. LAW APPLICABLE

20.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

The signer of this Agreement for CHEST represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of CHEST

and to bind CHEST to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

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

XXIII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below: None

XXV. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint

venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXVI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXXVII. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CHEST hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on CHEST's certification. If found to be false, or if CHEST is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XXIX. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

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

CITY OF SAN ANTONIO

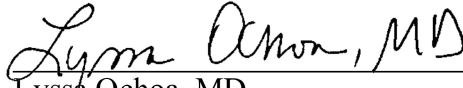
Claude A. Jacob, DrPH, MPH
Health Director
San Antonio Metropolitan Health District

Date: _____

Approved as to Form:

City Attorney

THE CENTER FOR HEALTH EQUITY IN SOUTH TEXAS



Lyssa Ochoa, MD
Chair of the Board
Center for the Health Equity in South
Texas

Date: 2/19/2025