

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO AND THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO**

THIS INTERLOCAL 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") and The University of Texas Health Science Center at San Antonio d/b/a UT Health San Antonio (hereinafter referred to as "UNIVERSITY"), an institution of The University of Texas System ("SYSTEM") and an agency of the State of Texas. CITY and UNIVERSITY shall collectively be referred to as "the Parties."

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract to the greatest extent possible with one another and with agencies of the state; and

WHEREAS, Texas Government Code, section 791.011 provides that a local government may contract with another to perform governmental functions and services, and the definition of "governmental function and services" under Section 791.003(3) includes the areas of public health and welfare; and

WHEREAS, the CITY has allocated funds for Metro Health's San Antonio Kids Building Relationships, Effective Asthma Teaching in Home Environments (SA Kids BREATHE) program; and

WHEREAS, SA Kids BREATHE seeks to improve the health of children with asthma, decrease hospitalizations and reduce health disparities in San Antonio; and

WHEREAS, SA Kids BREATHE provides asthma home care and education to children with uncontrolled asthma and their families in vulnerable neighborhoods; and

WHEREAS, SA Kids BREATHE is an evidence-based home case-management program that seeks to improve the care for children with high risk asthma in collaboration with other key stakeholders; and

WHEREAS, based around the home, it includes the doctor, the community, and schools; and

WHEREAS, SA Kids BREATHE also seeks to reduce health care costs and reduce missed days from school; and more importantly, enable San Antonio children with asthma and their families to lead healthier and more productive lives; and

WHEREAS, SA Kids BREATHE needs a pediatrician well-versed with asthma and community asthma interventions to support and guide this new Program; and

WHEREAS, UNIVERSITY, an agency of the State of Texas and a component institution of The University of Texas System governed by the Board of Regents, employs individuals with expertise and ability to provide medical consultation services related to various aspects of asthma control; and

NOW THEREFORE, this Agreement defines the terms between the CITY and UNIVERSITY for the provision of services by UNIVERSITY for SA Kids BREATHE program activities.

I. PURPOSE AND DEFINITIONS

The purpose of this Interlocal Agreement is to establish the terms and conditions under which UNIVERSITY will provide CITY with certain specified public health services for the Metro Health SA Kids BREATHE Program. This Agreement shall also establish the CITY's and UNIVERSITY's obligations, costs, and the manner and method of payment for provided services.

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.

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

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

"Project or Program" shall mean the general scope of services of this Agreement.

II. TERM

2.1 This Agreement will commence October 1, 2024, and continue through September 30, 2025 (initial term) unless earlier termination shall occur pursuant to any provision hereof. The CITY shall have the option to renew this Agreement, in writing, for two (2) additional one-year term (October 1 - September 30) subject to (a) the CITY's receipt of additional monies sufficient to fund the renewal term and appropriation; and (b) the UNIVERSITY satisfactorily meeting the performance requirements of this Agreement, as solely determined by the Director. The renewals shall be in writing and signed by both Parties without further action by the San Antonio CITY Council. Lack of funding is not and will not be considered a breach of this Agreement; provided, however, that lack of funding will not excuse payment for services rendered.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, CITY retains the right to terminate this Agreement at the expiration of each of CITY's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation. If the Agreement is terminated pursuant to this section, CITY agrees to pay UNIVERSITY for all work approved and performed during the last CITY budget period and as outlined in Article V.

**III.
CITY'S OBLIGATIONS**

3.1 CITY agrees to pay UNIVERSITY for services provided as outlined in Article V. Compensation.

**IV.
UNIVERSITY'S SERVICES**

4.1 UNIVERSITY specific duties and responsibilities under the Agreement shall include:

4.1.1 Providing consultative services for the Metro Health SA Kids BREATHE Program;

4.1.2 Chairing and leading the SA Kids BREATHE Advisory Council meetings with members to include health care providers, school nursing leaders, and health plan representatives, and hold at least one meeting each month;

4.1.3 Serving as an Asthma Medical Advisor for the SA Kids BREATHE Program's case management operations including but not limited to consulting with client's physician about asthma care as needed;

4.1.4 Providing content expertise on other asthma home visitation intervention components;

4.1.5 Providing clinical guidance on pediatric asthma management to SA Kids BREATHE Program staff;

4.1.6 Providing or facilitating asthma training, to include but not limited to, triggers, prevention and control to SA Kids BREATHE staff upon hire and once per month throughout Program preferably at the monthly Program team meeting; Attend home visits (once per month) with different staff;

4.1.7 Serving as content area expert to the SA Kids BREATHE Program and providing consultation and guidance in Program development and implementation including coordinating the development of all intake forms and assessment instruments and assisting in developing Project evaluation and participating in monthly check-in calls with Program manager and supervisor;

4.1.8 Assisting with the recruitment of SA Kids BREATHE Program staff and supporting the CITY's efforts to ensure compliance with federal and state rules and regulations;

4.1.9 Assisting with the development of policies and protocols for the SA Kids BREATHE Program for the delivery of care and ensuring case management staff receive appropriate training on pediatric asthma management;

4.1.10 Assisting with quality management activities related to asthma case management provided through the SA Kids BREATHE Program;

4.1.11 Collaborating with the SA Kids BREATHE Program Manager and Senior Management Analysts (Supervisors) to build and maintain collaborations with referral sources such as community stakeholders, academic institutions, health insurance companies, local agencies, groups, and individuals to maximize and leverage asthma case management in disparate populations. Conducting at least two outreach efforts with a local referral source each month (this can be in person, by phone or email), to include physicians, providers, school staff, MCO staff, or community stakeholders.

V.

COMPENSATION TO UNIVERSITY

5.1 In consideration of UNIVERSITY's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, CITY agrees to pay UNIVERSITY an amount not to exceed TWENTY THOUSAND DOLLARS AND NO/100THS (\$20,000.00) annually as total compensation to be paid to UNIVERSITY in the manner set forth in Section 5.2.

5.2 UNIVERSITY shall submit invoices each month in the amount of \$1,666.60. Included with each invoice shall be a packet of deliverables documenting services completed during the previous monthly period as set out in section 5.3 below in accordance with the stated scope of work for the contract term described in Article III above and the amount due and owing. CITY shall pay the invoices from UNIVERSITY within 30 days after the date on which CITY receives the invoice. The total payments hereunder shall not exceed the amount set forth in Section 5.1 above, without prior approval and agreement of all Parties, evidenced in writing.

5.3 UNIVERSITY shall provide the following with each monthly invoice:

Item	Section	Performance Measure	Deliverable
1	4.1.2	Chair and lead at least one advisory council meeting per month	Provide the minutes of the meeting as proof
2	4.1.6	Provide or facilitate asthma training to asthma staff upon hire and once per month preferably at the monthly Program team meeting, and attend home visits (once per month) with different staff	Provide meeting sign in as proof
3	4.1.7	Participate in monthly check-in calls with program manager and/or supervisor	Provide meeting verification from manager and/or supervisor as proof
4	4.1.11	Conduct at least two outreach efforts with a local referral source each month (this can be in person, by	Provide documentation of meeting, phone call or email as proof

		phone or email), to include physicians, providers, school staff, MCO staff, or community stakeholders.	
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5.4 Invoices shall be submitted to: Accounts.Payable@sanantonio.gov and copy to SAMHD.Invoices@sanantonio.gov or by mail to City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Metropolitan Health District, P.O. Box 839966, San Antonio, Texas 78283-3966.

5.5 No additional fees or expenses of UNIVERSITY shall be charged by UNIVERSITY nor be payable by CITY. The Parties hereby agree that all compensable expenses of UNIVERSITY have been provided for in the total payment to UNIVERSITY as specified in Section 5.1 above. Total payments to UNIVERSITY cannot exceed that amount set forth in Section 5.1 above, without prior approval and agreement of all Parties, evidenced in writing.

5.6 Final acceptance of work products and services require written approval by CITY, as determined by the Director as the CITY's approval official. Payment will be made to UNIVERSITY following written approval of the final work products and services by Director. CITY shall not be obligated or liable under this Agreement to any party, other than UNIVERSITY, for the payment of any monies or the provision of any goods or services.

5.7 UNIVERSITY agrees to provide any and all documentation required for inclusion in any report required by City. All services required under this Agreement will be performed to CITY's satisfaction, and CITY will not be liable for any payment under this Agreement for services which are unsatisfactory, and which have not been approved by CITY. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the CITY, as determined by the Director as the CITY's approval official.

5.8 The CITY and UNIVERSITY agree that any payment by either Party for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

VI. OWNERSHIP OF DOCUMENTS

6.1 **Ownership of Intellectual Property.** UNIVERSITY and CITY agree that any and all writings, documents, maps or information in whatsoever form and character produced by UNIVERSITY pursuant to the provisions of this Agreement (the "Project") shall be and remain the sole and exclusive proprietary property of CITY. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in CITY. UNIVERSITY hereby grants, sells, assigns, and conveys to CITY all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent, and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand name, color schemes, designs, screens, displays, user

interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in CITY. As owner of the tangible and intangible intellectual property, CITY shall have the right to reproduce, publish, authorize others to reproduce or publish, or otherwise use such material. UNIVERSITY agrees to execute all documents reasonably requested by CITY to perfect and establish CITY's right to the Intellectual Property Rights. In the event CITY shall be unable, after reasonable effort, to secure UNIVERSITY'S signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters, patent, copyright, or other protection relating to Project, for any reason whatsoever, UNIVERSITY hereby irrevocably designates and appoints CITY and its duly authorized officers and agents as UNIVERSITY's agent and attorney-in-fact, to act for and in UNIVERSITY's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by UNIVERSITY. Provided, however, nothing herein contained is intended nor shall it be construed to require UNIVERSITY to transfer any ownership interest in UNIVERSITY's best practice and benchmarking information to the CITY.

6.2 In the event that UNIVERSITY desires to copyright material or to permit any third-party to do so, UNIVERSITY must obtain CITY's prior written approval to do so and must appropriately acknowledge CITY's support in any such materials.

6.3 UNIVERSITY shall not use any CITY data or information collected, or observed during the term of this Agreement for publication, or reviews or presentations unless approval is obtained in writing from the CITY.

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

VII. REQUESTS FOR AND RETENTION OF RECORDS

7.1 UNIVERSITY 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.

7.2 UNIVERSITY 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, UNIVERSITY shall retain the records until the resolution of such litigation or other such questions. UNIVERSITY acknowledges and agrees that CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require UNIVERSITY to return said documents to CITY prior to or at the conclusion of said retention.

7.3 The Public Information Act, Government Code Section 552.021, requires the CITY to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if UNIVERSITY receives inquiries regarding documents within its possession pursuant to this Contract, UNIVERSITY shall within twenty four (24) hours of receiving the requests forward such requests to CITY for disposition. If the requested information is confidential pursuant to state or federal law, the UNIVERSITY shall submit to CITY the list of specific statutory authority mandating confidentiality no later than three (3) business days of UNIVERSITY's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

VIII. TERMINATION

8.1 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.

8.2 **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Section IX.

8.3 **TERMINATION FOR CAUSE:** Should UNIVERSITY default in the performance of any of the terms or conditions of this Agreement, CITY shall deliver to the UNIVERSITY written notice thereof specifying the matters on default. The UNIVERSITY shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the UNIVERSITY 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 twenty-one (21) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), UNIVERSITY 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 UNIVERSITY 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

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

8.8 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, UNIVERSITY shall submit to CITY its claims, in detail, for the monies owed by CITY for services performed under this Agreement through the effective date of termination. Failure by UNIVERSITY to submit its claims within said thirty (30) calendar days shall negate any liability on the part of CITY and constitute a Waiver by UNIVERSITY of any and all right or claims to collect moneys that UNIVERSITY may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

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

IX. NOTICE

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

AND

CITY of San Antonio
Health Director
San Antonio Metropolitan Health District
100 W. Houston, 8th Floor
San Antonio, Texas 78205

If intended for UNIVERSITY to:

UT Health San Antonio
Mandie Tibball Svatek, MD
Associate Professor
Department of Pediatrics/Division of Inpatient Pediatrics
P.O. Box 839966
San Antonio, TX 78283-3966

With a Copy to:

UT Health San Antonio
The Office of Legal Affairs
7703 Floyd Curl Drive, MC 7837
San Antonio, TX 78229

X.
**ADMINISTRATION OF AGREEMENT AND RESTRICTIONS
ON USE OFFUNDS**

10.1 Metro Health is assigned monitoring, fiscal control, and evaluation of certain projects funded by the CITY with general or grant funds, including the Project covered by this Agreement. Therefore, UNIVERSITY agrees to permit CITY and/or State to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess UNIVERSITY's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by Metro Health, the UNIVERSITY shall furnish to Metro Health and the Grantor of the Funds, if applicable, such statements, reports, records, data, all policies and procedures and information as may be requested by Metro Health and shall permit the CITY and Grantor of the Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. UNIVERSITY agrees that the failure of the CITY to monitor, evaluate, or provide guidance and direction shall not relieve the UNIVERSITY

of any liability to the CITY for failure to comply with the terms of the Project or the terms of this Agreement.

10.2 Unless disclosure is authorized by the CITY, UNIVERSITY agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from CITY including, without limitation, reports, information, project evaluation, project designs, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. UNIVERSITY shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, UNIVERSITY shall, where possible, give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. UNIVERSITY certifies that it has established specific procedures designed to meet the obligations of this Article, including, but not limited to execution of agreements regarding the treatment of Confidential Information with UNIVERSITY's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the State's or the CITY's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration this Agreement, UNIVERSITY shall return to CITY all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination this Agreement for the period noted above. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations. The foregoing shall not apply when, after and to the extent the Confidential Information disclosed, as documented by competent evidence:

- A. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure; is already in the recipient party's possession at the time of disclosure as evidenced by written records in the possession of the receiving party prior to such time;
- B. is or later becomes part public domain through no fault of recipient party;
- C. is received from a third party having no obligations of confidentiality to the disclosing party;
- D. is independently developed by the recipient party by its personnel having no access to the Confidential Information.

10.3 UNIVERSITY shall comply with standard practices of confidentiality of patient information as required by Metro Health and mandated by The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Texas State privacy laws. UNIVERSITY will enter into a Business Associate Agreement with the CITY, which is attached hereto as **Attachment I** and incorporated herein as part of this Agreement for all purposes.

10.4 CITY policies regarding authorization for access to confidential information and review of medical records will be followed by UNIVERSITY. UNIVERSITY assumes full responsibility for

any breach of confidence by its staff or its participating medical professionals with regard to activities under this Agreement.

10.5 Prohibited Political Activity. UNIVERSITY agrees that no funds provided from or through the CITY shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or nonpartisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

10.6 UNIVERSITY agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

10.7 The prohibitions set forth in Sections 10.5 and 10.6 above include, but are not limited to, the following:

- A. an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
- B. working or directing other personnel to work on any political activity during paid for with CITY funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
- C. coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
- D. using facilities or equipment paid for, in whole or in part with CITY funds for political purposes, including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

10.8 UNIVERSITY agrees that in any instance where an investigation of the above is ongoing or has been confirmed, fees paid to the UNIVERSITY under this Agreement may, at the CITY's discretion, be withheld until the situation is resolved, or the appropriate member of the UNIVERSITY's personnel is terminated.

10.9 Sections 10.4 through 10.8 shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, UNIVERSITY and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Agreement funds.

10.10 Adversarial proceedings. Except in circumstances where the following is in conflict with federal law or regulations pertaining to this grant, the UNIVERSITY agrees to that under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

XI. INSURANCE

11.1 It is the policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above. Notwithstanding the foregoing, each component of the University of Texas System may enroll qualified personnel into the UT Systems Professional Medical Liability Benefit Plan, under the authority of Chapter 59, Texas Education Code. A copy of the plan can be found at: <http://www.utsystem.edu/ogc/health/homepage.html>.

The University has and will maintain in force during the term of this agreement adequate insurance to cover its indemnification obligations, including worker's compensation/employer's liability coverage provided at statutory minimum coverage.

XII. NO INDEMNIFICATION BY PARTIES

12.1 UNIVERSITY and CITY acknowledge they are both subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accidents, injuries or deaths.

XIII. ASSIGNMENT AND SUBCONTRACTING

13.1 UNIVERSITY 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 UNIVERSITY. UNIVERSITY, its employees or its subcontractors shall perform all necessary work.

13.2 It is CITY's understanding that this Agreement is made in reliance thereon that UNIVERSITY does not intend to use subcontractors in the performance of this Agreement.

13.3 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 UNIVERSITY. CITY shall in no event be obligated

to any third party, including any subcontractor of UNIVERSITY, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CITY Council.

13.4 Except as otherwise stated herein, UNIVERSITY may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the CITY Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, UNIVERSITY shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor contractor, assignee, transferee or subcontractor.

13.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should UNIVERSITY assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, CITY may, at its option, cancel this Agreement and all rights, titles and interest of UNIVERSITY shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to CITY under this Agreement. The violation of this provision by UNIVERSITY shall in no event release UNIVERSITY from any obligation under the terms of this Agreement, nor shall it relieve or release UNIVERSITY from the payment of any damages to CITY, which CITY sustains as a result of such violation.

XIV. INDEPENDENT CONTRACTOR

14.1 UNIVERSITY covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that UNIVERSITY 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 respondeat superior shall not apply as between CITY and UNIVERSITY, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, collaborators or joint venturers between CITY and UNIVERSITY. 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 UNIVERSITY under this Agreement and that the UNIVERSITY has no authority to bind the CITY.

XV. CONFLICT OF INTEREST

15.1 The Charter of the CITY of San Antonio and the CITY of San Antonio Code of Ethics prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the CITY. 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 or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a CITY contract, (ii) a partner or (iii) a parent or subsidiary entity.

15.2 Pursuant to the subsection above, UNIVERSITY warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the CITY, UNIVERSITY does not cause a CITY employee or officer to have a prohibited financial interest in the Contract. UNIVERSITY further warrants and certifies that it has tendered to the CITY a Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XVI. AMENDMENTS

16.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be affected by amendment, in writing, executed by both CITY and UNIVERSITY.

XVII. LICENSES/CERTIFICATIONS

17.1 UNIVERSITY warrants and certifies that UNIVERSITY 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

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

XIX. NONWAIVER OF PERFORMANCE

19.1 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 XVII. 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.

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.

20.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

20.4 Notwithstanding anything contained in this Agreement or the contrary, the Parties acknowledge that UNIVERSITY is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to UNIVERSITY, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. UNIVERSITY will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas. In compliance with all applicable federal, state and local, laws, regulations, codes, ordinances, and order and with those of any other body or authority having jurisdiction, all goods delivered or services provided pursuant to this Agreement will conform to standards established for such goods and services by any applicable federal, state, or local laws, regulations, codes, ordinances, and orders.

XXI. LEGAL AUTHORITY

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

**XXII.
PARTIES BOUND**

22.1 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**

23.1 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.
LEGAL CONSTRUCTION**

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

**XXV.
ENTIRE AGREEMENT**

27.1 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 XVII. Amendments.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

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

Ginny Gomez-Leon
Ginny Gomez-Leon (Sep 11, 2024 11:40 CDT)
Ginny L. Gomez-Leon, M.B.A., CPA
Vice President and Chief Financial Officer

Date: _____

Date: Sep 11, 2024 _____

Approved as to Form:

CITY Attorney

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the CITY of San Antonio (“Covered Entity”), and The University of Texas Health Science Center at San Antonio d/b/a UT Health San Antonio, a Business Associate (“BA”).

WHEREAS, the CITY of San Antonio and BA have entered into a Professional Services Contract (“Service Contract”), executed on _____, 2024, whereby BA provides professional services to the Covered Entity; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“C.F.R.”), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. **Definitions.** For the purposes of this Agreement, the following terms have the meanings ascribed to them:

- (1) “Disclosure” with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.
- (2) “Individual” shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (3) “Parties” shall mean Covered Entity and BA. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR

160.103. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

- (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- (5) "Security Rule" shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes "Electronic Protected Health Information" or "EPHI" and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, 164, and under HITECH.
- (7) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (9) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.
- (10) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

B. **BA Obligations and Activities.** BA agrees that it shall:

- (1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;
- (2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of covered entity;
- (3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;

- (4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes aware of;
- (5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;
- (6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;
- (7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;
- (8) Make available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary of the U.S. Department of Health and Human Services in determining Covered Entity's compliance with the Privacy Rule;
- (9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (11) Will immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including ePHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach,

including the date of the breach and date of discovery; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;

- (12) Comply with all HIPAA Security Rule requirements;
- (13) Comply with the provisions of HIPAA Privacy Rule for any obligation Covered Entity delegates to BA;
- (14) Under no circumstances may BA sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

C. **Permitted Uses and Disclosures by BA**

- (1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. **Obligations of Covered Entity**. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

- (1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

- (2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;
- (3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.
- (4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. **Permissible Requests by Covered Entity.**

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the Business Associate may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

- (1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of October 1, 2024, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- (3) Effect of Termination.
 - (a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

(4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.

G. **Amendment to Comply with Law.** The Parties agree to take written action as is necessary to amend this Agreement to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.

H. **Survival.** The respective rights and obligations of the BA under Sections B, C (2) and (4), and F(3) shall survive the termination of this Agreement.

I. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.

J. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.

K. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

L. **INDEMNIFICATION.** *BA acknowledges that it is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice 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 accident, injury or death.*

M. **Reimbursement.** BA may reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.

N. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the

right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of BA.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the federal law and regulations commonly referred to as the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

Ginny Gomez-Leon

Ginny Gomez-Leon (Sep 11, 2024 11:40 CDT)

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

Ginny L. Gomez-Leon, M.B.A., CPA
Vice President and Chief Financial Officer

Date: _____

Date: Sep 11, 2024

Approved as to Form:

CITY Attorney