

**FUNDING AGREEMENT FOR
THE RICARDO SALINAS PEDIATRIC DENTISTRY CLINIC PROJECT
BETWEEN
THE CITY OF SAN ANTONIO AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER
AT SAN ANTONIO**

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 University of Texas Health Science Center at San Antonio, an institution of The University of Texas System and an agency of the State of Texas (“UTHSCSA” d/b/a “UT HEALTH”), 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 Ricardo Salinas Pediatric Dentistry Clinic (“Clinic”) is a not-for-profit dental clinic that serves a primarily Hispanic population of underserved/underinsured children; and

WHEREAS, the Clinic is staffed by UT Health Pediatric Dentistry Faculty, Pediatric Dentistry Residents and staff; and

WHEREAS, the Clinic is the only dental clinic in the City of San Antonio that provides specialty dental care on a sliding fee schedule according to family income; and

WHEREAS, specialty services provided with comprehensive dental care include preventive dentistry, emergency care, and restorative dental care to a diverse underserved population and most children that come to the Clinic do not have the resources to go to a private practicing pediatric dentist; and.

WHEREAS, over the past 10 years, the Clinic has provided much needed oral healthcare to uninsured and underserved children from Bexar County, the majority from City Council Districts 1, 4, 5, 6, and 7; and

WHEREAS, the City’s supports funding the Clinic (Project) in order to help offset the cost of providing specialty dental services to uninsured and underserved pediatric patients who live in poverty and cannot afford to receive specialty care; and

WHEREAS, on September 17, 2024 the San Antonio City Council approved funding to support operations of the Clinic; and

WHEREAS, this mutually beneficial project is designed to offset operational costs and sustain dental healthcare services provided by the UT Health San Antonio School of Dentistry at the Clinic to uninsured and underinsured children in Bexar County; and

WHEREAS, it is the intention of the City to collaborate with UTHSCSA for an additional year in support of the Clinic, the City will endeavor to amend or renew this Agreement for the provision of additional funding subject to budget appropriation by the City; and

WHEREAS, UTHSCSA hereby accepts the funding 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.

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

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

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on January 1, 2025 and terminate on September 30, 2025. The City may at its sole option renew this Agreement for a one-year term. The renewal shall be in writing and signed by the Director of Metro Health or designee without further action by the San Antonio City Council subject to and contingent upon appropriation of funds by the City.

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 subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

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

3.1.1 UTHSCSA shall use City funding to offset the cost of providing specialty dental services to uninsured and underserved pediatric patients who live in poverty and cannot otherwise afford to receive specialty care. City funding will support the operating budget that supports the pediatric dental education training program and care program at the Clinic for the purchase of equipment and supplies consistent with the attached **Exhibit I-Funding Request to City of San Antonio** attached hereto and incorporated herein for all purposes.

3.1.2 UTHSCSA shall provide a Use of Funds Report to the City to include invoice copies describing purchased equipment and supplies set out in **Exhibit I**. The Use of Fund Reports are due as follows:

- First Use of Funds report due April 30, 2025 for January 1, 2025 – March 31, 2025
- Second Use of Funds report due July 31, 2025 for April 1, 2025 – June 30, 2025
- Third Use of Funds report due October 31, 2025 for July 1, 2025 – September 30, 2025

If this Agreement is renewed, during the renewal period the Use of Funds Reports shall be due as follows:

- First Use of Funds report due January 31, 2026 for October 01, 2025 – December 31, 2025
- Second Use of Funds report due April 30, 2026 for January 1, 2026 – March 31, 2026
- Third Use of Funds report due July 31, 2026 for April 1, 2026 – June 30, 2026
- Forth Use of Funds report due October 31, 2026 for July 1, 2026 – September 30, 2026

3.1.3 UTHSCSA shall provide the City reports to include summary of specialty dental services administered at the Clinic to pediatric patients consistent with the attached **Exhibit II-Summary of Specialty Services** attached hereto and incorporated herein for all purposes.

Reports will be due as follows:

- Report due April 30, 2025 for January 1, 2025 – March 31, 2025
- Report due July 31, 2025 for April 1, 2025 – June 30, 2025
- Report due October 31, 2025 for July 1, 2025 – September 30, 2025

If this Agreement is renewed, during the renewal period the Summary of Specialty Services shall be due as follows:

- Report due January 31, 2026 for October 1, 2025 – December 31, 2025
- Report due April 30, 2026 for January 1, 2026 – March 31, 2026
- Report due July 31, 2026 for April 1, 2026 – June 30, 2026
- Report due October 31, 2026 for July 1, 2026 – September 30, 2026

3.2 All work performed by UTHSCSA 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 UTHSCSA, 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 UTHSCSA'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 UTHSCSA

4.1 In consideration of UTHSCSA's performance in a satisfactory and efficient manner, as determined solely by City, of all services and activities set forth in this Agreement, City agrees to pay UTHSCSA up to ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$150,000.00) as total compensation, to be paid to UTHSCSA as follows:

Compensation: Up to \$50,000.00 every three months consistent with the schedule below:

- January – March 2025 (Invoicing due April 30, 2025)
- April – June 2025 (Invoicing due July 31, 2025)
- July – September 2025 (Invoicing due October 31, 2025)

If this Agreement is renewed, during the renewal period the compensation shall be provided: Up to \$37,500.00 every three months consistent with the schedule below:

- October – December 2025 (Invoicing due January 31, 2026)
- January – March 2026 (Invoicing due April 30, 2026)
- April – June 2026 (Invoicing due July 31, 2026)
- July – September 2026 (Invoicing due October 31, 2026)

4.2 UTHSCSA shall invoice consistent with the schedule as set out above and City shall reimburse UTHSCSA upon receipt and approval of an invoice. Invoices shall include all supporting documentation as required by City.

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

4.4 No additional fees or expenses of UTHSCSA shall be charged by UTHSCSA nor be payable by City. The parties hereby agree that all compensable expenses of UTHSCSA have been provided for in the total payment to UTHSCSA as specified in section 4.1 above. Total payments to UTHSCSA 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 UTHSCSA shall deliver, at UTHSCSA'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 UTHSCSA shall, upon receipt, become property of the City.

VI. RECORDS RETENTION

6.1 UTHSCSA 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 UTHSCSA 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, UTHSCSA shall retain the records until the resolution of such litigation or other such questions. UTHSCSA 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 UTHSCSA to return said documents to City prior to or at the conclusion of said retention.

6.3 UTHSCSA shall notify City, immediately, in the event UTHSCSA receives any requests for information from a third party, which pertain to the documentation and records referenced herein. UTHSCSA understands and agrees that City will process and handle all such requests, and City acknowledges that UTHSCSA, as a public entity, must separately determine whether UTHSCSA must respond as well. Notwithstanding the foregoing, the Parties recognize that UTHSCSA is an agency of the State of Texas and a component institution of The University of Texas System governed by The Board of Regents and as such is subject to public disclosures requirements outlined under Chapter 552, *Texas Government Code* ("Chapter 552"). UTHSCSA 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 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 the provisions of this Agreement.

7.3 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:

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

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

7.4 Defaults With Opportunity for Cure. Should UTHSCSA 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. UTHSCSA shall have thirty (30) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If UTHSCSA 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 UTHSCSA any and all funds disbursed under this Agreement subject to any right of offset UTHSCSA may have for services performed in accordance with Article III. above.

7.4.1 Reserved

7.4.2 Bankruptcy or selling substantially all of company's assets;

7.4.3 Failing to perform or failing to comply with any covenant herein required; or

7.4.4 Performing unsatisfactorily.

7.5 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.

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

7.7 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 UTHSCSA for any default hereunder or other action.

7.8 City shall pay UTHSCSA for services or activities provided prior to the date of termination regardless of the reason for termination, offset by any amounts due and owing from UTHSCSA to the City.

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 UTHSCSA, to:

UTHSCSA
San Antonio School of Dentistry
Attn: Juanita Lozano-Pineda, DDS, MPH
7703 Floyd Curl Drive, MC 7906
San Antonio, TX 78229-3923 San Antonio, TX 78229

IX. INSURANCE

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.htm>. UTHSCSA 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.

X. INDEMNIFICATION

UTHSCSA and City acknowledge they are subject to, and comply 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.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 UTHSCSA 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 UTHSCSA. UTHSCSA, 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 UTHSCSA. City shall in no event be obligated to any third party, including any subcontractor of UTHSCSA, 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.

11.3 Except as otherwise stated herein, UTHSCSA 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, UTHSCSA shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor UTHSCSA, assignee, transferee or subcontractor.

11.4 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 UTHSCSA 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 UTHSCSA 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 UTHSCSA shall in no event release UTHSCSA from any obligation under the terms of this Agreement, nor shall it relieve or release UTHSCSA from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

UTHSCSA covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that UTHSCSA 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 UTHSCSA, 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 UTHSCSA. 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 UTHSCSA under this Agreement and that the UTHSCSA has no authority to bind the City.

XIII. NON-DISCRIMINATION

As a party to this Agreement, the UTHSCSA 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 UTHSCSA 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 UTHSCSA 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, UTHSCSA 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. UTHSCSA 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 UTHSCSA, 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: (A) an increase in contract funding in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this contract shall not exceed the foregoing amount; (B) no cost extensions up to two years; (C) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged; (D) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work; and (E) changes in state or federal regulations mandated by the funding agency.

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

UTHSCSA warrants and certifies that UTHSCSA 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

UTHSCSA 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

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

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

21.2 The Parties acknowledge that UTHSCSA 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 UTHSCSA, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. UTHSCSA 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.

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:

Exhibit I- Clinic Funding Request to City of San Antonio

Exhibit II- Summary of Specialty Services

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. UTHSCSA 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 UTHSCSA's certification. If found to be false, or if UTHSCSA 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

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN
ANTONIO**

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

Signed by:


A1408B31017148D...
Ginny Gomez-Leon, MBA, CPA
Senior Vice President and CFO

Date: _____

Date: 2/5/2025

Approved as to Form:

City Attorney

DocuSigned by:
Shan Zhao Reeves
F5B77386DDFB4D5...
Shan Zhao Reeves, MBA, FACHE
Vice Dean, School of Dentistry
Date: 2/5/2025

DocuSigned by:
Dr. Peter Loomer
9235013BE07A410...
Peter Loomer, DDS, PhD, MBA, BSc
MRCD(C),
FACD
Dean, School of Dentistry
Date: 2/5/2025

Ricardo Salinas Dental Clinic Funding Request to City of San Antonio	
Item	
Criticare Systems 8100EP1 (Co2, printer- included)	
Nomad Portable x-ray unit	
Autoclave, Midmark Sterilizer, Steam, M11,115v	
Dental Vacuum system	
Dell Desktop computers for electronic records view in dental operatories	
Surgical handpiece, SURG torque 45 Degree Angle	
Cavitron - Denstply - Bobcat Pro	
Cavitron tips (various), 25 Mhz	
Piezo handpiece	
Scanners (front office scanners for insurance, ID cards , etc)	
Phosphorous plates Size #0, 2 per box	
Phosphorous plates Size #1, 2 per box	
Phosphorous plates Size #2, 4 per box	
Size 0 Barrier envelope- 100/box	
Size 1 Barrier envelope- 100/box	
Size 2 Barrier envelope- 300/box	
Stainless Steel Crown refills, Molars, pack of 5	
Stainless Steel Crown refills, Anteriors, pack of 5	
Carbide Bur Trimming FG 7901 5pk	
Diamond Burs, medium, pack of 5	
Strip crowns, success essentials	
Resin, Filte supreme, per bottle	
3M - Sof - Lex Contouring	
SDF (Silver Diamide Fluoride)	
Biodentine XP, box of 10	
MTA (Mineral Trioxide Aggregate)	
Curing light, cordless	
Isolite posterior mouthpiece, x-small, 10-pack	
Isolite posterior mouthpiece, small, 10-pack	
150XAS Split Beak Pedo Forceps, Serratedv	
151XAS Split Beak Pedo Forceps, Serratedv	
Angled elevator, serrated	
Straight elevator. Serrated	
Luxators	
Theracal, 4 syringes per pack	
Vitremer, Pediatric Restorative kit	
Gelfoam, 24 per box	
Endo Ice	

Lidocaine local anesthetic, per box of 50
Caviwipes, per can
PPE -- gloves, x-small, box of 300
PPE -- gloves, small, box of 301
PPE -- gloves, medium, box of 302
PPE -- gloves, large, box of 303
PPE -- Maxi-Gard Protective Gown
PPE -- Bouffant Cap Blue - 100/bx
PPE -- Sheer Guard Surgeon Cap - 500/ca
HSI Hub 27 Long Yellow - 100/BX
HIS Hub 30 Short Blue - 100/BX
Syringe Cover 2.5x10 - 500/bx
Fluoride varnish
Ketac cement
Essential Pouch 2.75X9 - 200 / box
Self Sterile Pouch 3.5X9 - 200 / box
Self Sterile Pouch 5.25X12 - 200 / box
Tray Sleeve Cover- 500/box
Headrest Cover - 250/box
Procide 4qt - 32 oz - each
Protective Eyewear - 6/box

EXHIBIT II

Reports should include the following information for each month and when applicable a breakdown of patients by insurance status i.e., # Medicaid, # CHIP, # Uninsured (# Title V, # Self-pay)]

1. Total number of pediatric patients (unduplicated)
2. Total number of pediatric patient visits
3. Total number of pediatric patients that had not had a dental visit in the past 6 months, include breakdown of patients by
 - a. # Medicaid
 - b. # CHIP
 - c. # Uninsured
 - i. # Title V
 - ii. # Self-pay
4. Total number of pediatric patients that presented with untreated dental caries, include breakdown of patients by
 - a. # Medicaid
 - b. # CHIP
 - c. # Uninsured
 - i. # Title V
 - ii. # Self-pay
5. Total number of pediatric patients that required non-IV conscious sedation, include breakdown of patients by
 - a. # Medicaid
 - b. # CHIP
 - c. # Uninsured
 - i. # Title V
 - ii. # Self-pay
6. Total number of pediatric patients that presented with a dental need requiring surgical intervention (e.g., pulpotomy, extraction), include breakdown of patients by
 - a. # Medicaid
 - b. # CHIP
 - c. # Uninsured
 - i. # Title V
 - ii. # Self-pay
7. Detailed summary of the number of each type of service/procedure and the total value of dental services/procedures administered to pediatric patients.
8. Income distribution of all pediatric patients serviced.
9. Age distribution of all pediatric patients serviced.
10. Family size distribution of all pediatric patients serviced.
11. Zip Code distribution of all pediatric patients serviced.