

**PROFESSIONAL SERVICES CONTRACT
WITH
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (“CITY”), acting by and through the City Manager or designee, pursuant to Ordinance No. _____ passed and approved on _____ day of _____ 2023 and The University of Texas Health Science Center at Houston, a component institution of The University of Texas System (“CONTRACTOR”), both of which may be collectively referred to as the “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.

I. TERM

- 1.1 This CONTRACT shall begin June 2, 2023 and shall terminate on September 30, 2023, unless earlier termination shall occur pursuant to any provision hereof.
- 1.2 If funding for the entire CONTRACT is not appropriated at the time this CONTRACT is entered into, CITY retains the right to terminate this CONTRACT at the expiration of each of CITY’s budget periods, and any additional contract period beyond the initial term set forth in Section 1.1 is subject to and contingent upon subsequent appropriation.

II. SCOPE OF SERVICES

- 2.1 The CONTRACTOR agrees to provide all services related to the conduct of the Food Insecurity Assessment (hereinafter, the “Project”) in compliance with the Scope of Services attached hereto and incorporated herein as **Attachment A** in exchange for the compensation described in Article III. Compensation.
- 2.2 All work performed by CONTRACTOR hereunder shall be performed in a manner satisfactory to the Director of Metro Health (“Director”). The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall have the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV, Termination, should CONTRACTOR’s work not be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate. CITY shall notify CONTRACTOR in writing of any decision to withhold payment.

III. COMPENSATION TO CONTRACTOR

- 3.1 In consideration of CONTRACTOR’s performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this CONTRACT, CITY agrees to pay CONTRACTOR an amount not to exceed ~~\$72,100.70~~ as total compensation, to be paid to CONTRACTOR consistent with the Monthly Budget attached hereto for all purposes as **Attachment B**. Funding will be available from the General Fund and will be drawn depending on the eligibility of the expense and availability of funds.
- 3.2 CONTRACTOR shall submit monthly invoices to CITY, by the 15th of the month following the month of services, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall include Purchase Order number provided by CITY and submit via email to: Accounts.Payable@sanantonio.gov with a copy to SAMHD.Invoices@sanantonio.gov and Maciel.Ugalde@sanantonio.gov and Nadia.Gaona@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. Payments shall be made to The University of Texas Health Science Center at

Houston at P.O. Box 301418, Dallas, Texas 75303-1418 with reference to Dr. Ryan Ramphul and AGT011067/P010224.

- 3.3 The Parties hereby agree that all compensable expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified in Section 3.1 above. No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by CITY, without prior approval and written CONTRACT of the Parties.
- 3.4 Final payment due under the CONTRACT will not be paid until the final work product and services have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONTRACTOR, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 If this CONTRACT is partially or wholly grant funded, and reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY and this CONTRACT shall be amended to reflect such changes and signed by authorized officials of both Parties.

IV. INDEPENDENT CONTRACTOR

- 4.1 CONTRACTOR understands and agrees that CONTRACTOR is an independent contractor, and not an officer, agent, servant, or employee of CITY, and that CONTRACTOR is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors, and consultants, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. CONTRACTOR understands and agrees 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 CONTRACTOR under this CONTRACT and that the CONTRACTOR has no authority to bind the CITY.

V. CONFIDENTIALITY

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by CONTRACTOR under this CONTRACT shall be disclosed or made available to any individual or organization by CONTRACTOR without the express prior written approval of CITY. In the event CONTRACTOR receives a request to disclose or produce documents, CONTRACTOR shall inform the CITY immediately for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONTRACTOR shall comply with laws, regulations, and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONTRACTOR may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

VI. OWNERSHIP OF DOCUMENTS

- 6.1 Any and all writings, documents, or information ("documents") created or received by CONTRACTOR pursuant to the provisions of this CONTRACT are the exclusive property of CITY; and no such documents shall be the subject of any copyright or proprietary claim by CONTRACTOR.
- 6.2 CONTRACTOR understands and acknowledges that as the exclusive owner of any and all such documents, CITY has the right to use all such documents as CITY desires, without restriction or further compensation to CONTRACTOR. CONTRACTOR shall deliver, at CONTRACTOR'S sole cost and expense, all CONTRACT-related documents and reports to the CITY in accordance with the dates established under this CONTRACT, and in a timely and expeditious manner, and if a delivery date is not specified, then upon

termination of the CONTRACT.

- 6.3 In accordance with Texas law, CONTRACTOR acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONTRACTOR pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONTRACTOR. Any intellectual property rights associated with the tool, work product or deliverables developed under this CONTRACT shall be the property of CITY, and CONTRACTOR shall execute any documents necessary to assign said intellectual property rights to CITY. CONTRACTOR further agrees that any tool or work product developed under this CONTRACT shall be a work-for-hire as defined in Title 17 USC Section 201 and any copyright shall be the property of CITY.

The term “*local government record*” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 6.4 CONTRACTOR agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention.

VII. RIGHT OF REVIEW AND RECORDS RETENTION

- 7.1 CONTRACTOR and its subcontractors, if any, shall properly, accurately and completely maintain all 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 CONTRACT 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 Understanding that CONTRACTOR is a state entity and may have records retention requirements in excess of those required by this Agreement, for the purposes of this Agreement, CONTRACTOR 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 CONTRACT. 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, CONTRACTOR shall retain the records until the resolution of such litigation or other such questions. CONTRACTOR 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 CONTRACTOR to return the documents to CITY at CONTRACTOR’S expense prior to or at the conclusion of the retention period. In such event, CONTRACTOR may retain an archival copy of the documents for the sole purpose of determining the scope of its obligations incurred under this CONTRACT and to the extent required by law or regulation.
- 7.3 CITY understands that CONTRACTOR is a state entity and is subject to the provisions of Texas Government Code Section 552.

VIII. LICENSES AND CERTIFICATIONS

- 8.1 CONTRACTOR certifies that CONTRACTOR and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that CONTRACTOR meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

IX. COMPLIANCE

- 9.1 CONTRACTOR shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONTRACTOR to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with CITY and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.
- 9.2 The CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

X. CONFLICT OF INTEREST

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as defined in Section 2-52 of the CITY's Ethics Code, from having a financial interest in any contract with CITY. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a CITY officer or employee; (ii) his parent, child, sibling, spouse or other family member within the first degree of consanguinity or affinity; (iii) an entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the entity, or (b) 10% or more of the fair market value of the entity; or (iv) an entity in which any individual or entity listed above is a subcontractor on a CITY contract, a partner or a parent or subsidiary entity.
- 10.2 To the best of its knowledge, CONTRACTOR certifies, that this CONTRACT is made in reliance thereon, that (i) by contracting with the CITY, CONTRACTOR does not cause a CITY employee or officer to have a prohibited financial interest in the CONTRACT; and that (ii) it, its officers, employees and agents performing on this CONTRACT are neither a CITY officer nor an employee as defined by Section 2-52 (e) of the CITY's Ethics Code. CONTRACTOR further certifies that upon request from the CITY, it will tender to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.
- 10.3 CONTRACTOR acknowledges that CITY's reliance on the above certifications is reasonable.

XI. INSURANCE

- 11.1 CITY maintains a self-insurance fund for general liability and worker's compensation claims and causes of action to meet the stator obligations of its employees. CONTRACTOR, an agency of the State of Texas, is subject to the provisions of Title 5, Chapter 5, Chapter 101 of the Texas Civil Practice and Remedies Code, and the Institution's personnel or employees are subject to Title 5, Chapter 104 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. Employees of the CONTRACTOR are provided Worker's Compensation coverage under the self-insuring, self-managed program as authorized by Chapter 503, Section 503.022, Texas Labor Code.

XII. INDEMNITY

- 12.1 CONTRACTOR AND CITY ACKNOWLEDGE THEY ARE SUBJECT TO, AND COMPLY WITH, THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN CIVIL PRACTICES AND REMEDIES CODE, SECTION 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. NON-DISCRIMINATION

- 13.1 As a party to this CONTRACT, CONTRACTOR understands and agrees to comply with the *Non-Discrimination Policy* of the CITY 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.

XIV. TERMINATION

- 14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 14.2 **TERMINATION BY NOTICE:** The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is sent. If the notice does not specify a date of termination, the effective date of termination shall be thirty-five (35) days after the date the notice is sent. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.
- 14.3 **TERMINATION FOR CAUSE:** Should CONTRACTOR default in the performance of any of the terms or conditions of this CONTRACT, the CITY shall deliver to the CONTRACTOR written notice thereof specifying the matters of default. The CONTRACTOR shall have ten (10) days after its receipt of the written notice to cure such default. If the CONTRACTOR fails to cure the default within such ten (10) day period, the CITY may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.4 **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, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 **NON-APPROPRIATION:** In the event that through action or no action initiated by the CITY, 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 affect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONTRACTOR written notice stating that the CITY failed to appropriate funds.
- 14.6 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this CONTRACT CONTRACTOR shall cease all operations of work being performed by CONTRACTOR or any of its approved subcontractors pursuant to this CONTRACT. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents, if any, from the CONTRACTOR to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONTRACTOR in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within thirty (30) days of the termination date. Any such transfer of records shall be completed at the CONTRACTOR's sole cost and expense.
- 14.7 Within forty-five (45) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONTRACTOR shall submit to the CITY, its invoices, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. Failure by CONTRACTOR to submit its invoices within said forty-five (45) days shall negate any liability on the part of CITY and constitute a waiver by CONTRACTOR of any and all right or claims to collect funds that CONTRACTOR may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.

14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONTRACTOR’S books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONTRACTOR shall reimburse the CITY for any disallowed costs identified by said audit and owed to the CITY.

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

XV. AMENDMENT

15.1 Except where the terms of this CONTRACT expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by authorized officials of both CITY and CONTRACTOR. 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 San Antonio 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; and (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.

15.2 It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONTRACTOR at the respective address set forth below or to any other address of which written notice of change is given:

CITY

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

CONTRACTOR

The University of Texas Health Science Center at
Houston
Attn: Sponsored Projects Administration
7000 Fannin, UCT 1006
Houston, Texas 77030-5400

XVII. LEGAL AUTHORITY

17.1 The person signing on behalf of CONTRACTOR represents and certifies that he has full legal authority to execute this CONTRACT on behalf of CONTRACTOR and has authority to bind CONTRACTOR to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

18.1 CONTRACTOR shall perform all necessary work or shall supply qualified personnel as may be necessary to complete the work to be performed under this CONTRACT. CONTRACTOR shall obtain prior written approval from CITY before assigning or subcontracting any responsibilities under this CONTRACT. The

violation of this provision by CONTRACTOR shall not release CONTRACTOR from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONTRACTOR from the payment of any damages to CITY which CITY sustains as a result of such violation.

- 18.2 Any 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 CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of CONTRACTOR. CITY shall in no event be obligated to any third party, including any subcontractor of CONTRACTOR, for performance of services or payment of fees.

XIX. PARTIES BOUND

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONTRACTOR may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII, Subcontracting and Assigning Interest.

XX. NON-WAIVER

- 20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT 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. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. 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.

XXI. VENUE AND GOVERNING LAW

- 21.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 21.2 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXII. SEVERABILITY

- 22.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

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

- 23.1 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. CONTRACTOR 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 CONTRACTOR's certification. If found to be false, or if CONTRACTOR is identified on such list during the course of its contract with CITY, CITY may terminate this CONTRACT for material breach.

**XXIV. SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA)**

24.1 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City’s Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City’s Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR’s certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

XXV. ENTIRE CONTRACT

25.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Article XV, Amendment.

EXECUTED as of the date of the last party to sign below.

CITY

City of San Antonio

Claude A. Jacob
Health Director
San Antonio Metropolitan
Health District

Date

CONTRACTOR

**The University of Texas Health Science Center at
Houston**

Valerie Bomben

Valerie Bomben, PhD
Director, Sponsored Contracts

5/23/2023

Date

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS:

Attachment A – Scope of Services
Attachment B- Budget

Food Insecurity Assessment SCOPE OF SERVICES

Project Term and Description: Contractor will conduct a Food Insecurity Assessment. Contractor will collaborate with the Food Insecurity Workgroup coordinated by Metro Health, a workgroup composed of internal and external stakeholders and community entities. Contractor will collect and analyze data using a mixed-methods research design to improve knowledge about the nature and magnitude of hunger and food insecurity in San Antonio, provide an inventory of resources and existing assets that build community and neighborhood food resiliency, and will begin to connect disparate facets of the food environment. Contractor will provide a cost-benefit analysis on of how increasing food security improves the San Antonio economy.

Below is a description of specific activities for Contractor to provide:

Research – Contractor shall:

- Obtain and review data, documents, operations, and institutional background for Strategic Planning, ex. SA Forward Plan, UN Food Systems Summit Dialogue Report, SA Tomorrow Plan, SA Climate Action Plan, and other sources as identified by the Food Insecurity Workgroup. Identify opportunities for alignment between the Food Insecurity Assessment and other City-sponsored reports.
- Design the food insecurity assessment including the types, sources, years, and methodology of data collection. The assessment should include a profile of existing food resources and community socioeconomic and demographic data, and assessments of household food insecurity, food resource accessibility, and food availability and affordability.

Final Report – Contractor shall provide a final report for each deliverable set out below.

The final Food Insecurity Assessment will include documentation of the planning process and analysis, the results and analysis of collected data, program and policy goals including recommended tactics and metrics, and a documented and recommended framework for learning and next steps to ensure that the Food Insecurity Workgroup is best positioned to move forward and carry out the goals identified through this process.

Deliverables: Contractor shall address all items pertaining to each deliverable set out below.

Deliverable/Description		Final Deliverable Date
Deliverable 1: Data collection on the nature and severity of food insecurity in San Antonio and an analysis of its root causes and health impacts. Understanding the links between food insecurity, chronic disease, social determinants of health and health equity.		Sept. 2023
Deliverable 1 Part 1: Data Collection and Visualization 1	Aggregated tables, maps, and raw data. Include source and year/s. <ul style="list-style-type: none"> • Food insecurity disaggregated by: <ul style="list-style-type: none"> ○ Age (children, adults, older adults) ○ Sex at birth ○ Gender identity ○ Race / ethnicity. ○ Income ○ Education ○ Access to care (insured/uninsured) ○ Health outcomes (ex. diabetes, obesity, heart disease, etc.) ○ Neighborhood and built environment (ex. housing, transportation, etc.) • Geography <ul style="list-style-type: none"> • Zip code and/or census tract and/or neighborhood 	

Deliverable 1 Part 2: Data Collection and Visualization 2	<p>Network of organizations or stakeholders addressing food insecurity within the community:</p> <ul style="list-style-type: none"> • Food and nutrition assistance programs (eligibility vs participation rates) <ul style="list-style-type: none"> ○ WIC ○ SNAP ○ Meals on Wheels ○ Summer Meals Program ○ School Breakfast Program ○ School Lunch Program ○ Afterschool Meals Program ○ Child and Adult Care Food Program (CACFP) • Food retailers <ul style="list-style-type: none"> ○ Identify food retailers that accept SNAP/WIC ○ Snapshot of restaurants and/or business donating surplus food. <p>Physical location of the following:</p> <ul style="list-style-type: none"> • Emergency food and meal programs • Food recovery groups (food banks, food pantries, soup kitchens) • Farmer markets/local markets
	<ul style="list-style-type: none"> • Community-supported agricultural Farms • Community gardens • Food cooperatives
Deliverable 1 Part 3: Build Monitoring Tool	<p>Develop a monitoring tool and plan for implementation to identify resources and gaps in:</p> <ul style="list-style-type: none"> • Food access (ex. household income, affordability, transportation, allocation) • Food availability and quality (ex. food supply, distribution/location) • Nutrition and consumption (ex. cultural preferences, knowledge, food safety)
Deliverable 2: Laws and Policy Review: a written report on statutes and public policies that contribute to food insecurity at the federal, state and local level	
Deliverable 2 Part 1: Law and Policy Review	<ul style="list-style-type: none"> • Evidence of research <ul style="list-style-type: none"> ○ Review of community-led best practices that have been implemented in other cities ○ Potential economic benefit of these policy changes • Produce a Law and Policy Review Paper on Food Insecurity <ul style="list-style-type: none"> ○ To include local, state, and federal laws and policies, and barriers and facilitators for implementation and compliance.
Deliverable 2 Part 2: Policy Change Framework	<ul style="list-style-type: none"> • Develop a framework that addresses food insecurity disparities (age, sex at birth, gender, race, and geography) • Develop a workshop and strategic planning session based on the proposed policy change framework. <ul style="list-style-type: none"> ○ Include a method of evaluation of participant learning • Facilitate one in-person training and one virtual training (ex. Webinar)

UTHealth School of Public Health
May 16, 2023

Updated Monthly Budget for San Antonio Metro Health Food Insecurity Assessment

Month 1		
Deliverable	ACTION ITEMS	
1	Gather extant data: Involves writing codebook complete with data sources, years, and where they can be found for updates in the future. Also, may involve python scripting and APIs to automatically pull data.	
1	Clean extant data: Involves outlining processes utilized to clean data so that it can be replicated, and producing documents with actual lines of code for replication in popular data software packages.	
1	Fact finding: Involves communicating with FI Workgroup and organizations/stakeholders to understand landscape of organizations addressing food insecurity within the community.	
2	Literature review: Conduct a thorough literature review on statutes and public policies that contribute to food insecurity, and food insecurity mitigation, at the federal, state and local level. We will review community-led best practices that have been implemented in other cities and their potential economic benefits.	
2	Produce law and policy review paper: Law and Policy Review Paper on Food Insecurity will include local, state, and federal laws and policies, and barriers and facilitators for implementation and compliance.	
1 & 2	Travel	
	TOTAL	\$20,000

Month 2		
Deliverable	ACTION ITEMS	
1	Fact finding: Involves communicating with FI Workgroup and organizations/stakeholders to understand landscape of organizations addressing food insecurity within the community.	
1	Develop web-based dashboard: Involves getting feedback from the Food Insecurity Workgroup on useability and intuitiveness.	
1	Write report: Involves coalescing all information into an easy-to-use/read document that can serve as a guidepost to build on for future food insecurity efforts in San Antonio.	
2	Develop a written policy change framework: This framework will focus on addressing food insecurity disparities as they relate to age, sex at birth, gender, race, and geography.	
1 & 2	Travel	
	TOTAL	\$15,000

UTHealth School of Public Health
May 16, 2023

Month 3	
Deliverable	ACTION ITEMS
1	Fact finding: Involves communicating with FI Workgroup and organizations/stakeholders to understand landscape of organizations addressing food insecurity within the community.
1	Develop web-based dashboard: Involves getting feedback from the Food Insecurity Workgroup on useability and intuitiveness.
1	Write report: Involves coalescing all information into an easy-to-use/read document that can serve as a guidepost to build on for future food insecurity efforts in San Antonio.
2	Develop a written policy change framework: This framework will focus on addressing food insecurity disparities as they relate to age, sex at birth, gender, race, and geography.
1 & 2	Travel
	TOTAL
	\$15,000

Month 4	
Deliverable	ACTION ITEMS
1	Develop web-based dashboard: Involves getting feedback from the Food Insecurity Workgroup on useability and intuitiveness.
1	Develop plan for monitoring tool and implementation plan: Involves writing a clear plan for data collection that can be executed in the future and monitored easily.
1	Write report: Involves coalescing all information into an easy-to-use/read document that can serve as a guidepost to build on for future food insecurity efforts in San Antonio.
2	In-person workshop: We will conduct an in-person workshop and strategic planning session, with key stakeholders, based on the proposed policy change framework. This workshop will include a pre and post survey to evaluate participant learning.
1	Develop plan for monitoring tool and implementation plan: Involves writing a clear plan for data collection that can be executed in the future and monitored easily.
1	Write report: Involves coalescing all information into an easy-to-use/read document that can serve as a guidepost to build on for future food insecurity efforts in San Antonio.
2	Virtual workshop: We will conduct a virtual workshop and strategic planning session, with key stakeholders, based on the proposed policy change framework. This workshop will include a pre and post survey to evaluate participant learning.

UTHealth School of Public Health
May 16, 2023

1 & 2	Travel	
	TOTAL	\$22,100.70

	TOTAL	
TOTAL		\$72,100.70