

**SUBLEASE AGREEMENT  
(Cubicle Sublease)**

**BY AND BETWEEN**

**MULTI ASSISTANCE CENTER MANAGEMENT COMPANY,  
A TEXAS NONPROFIT CORPORATION,**

**AND**

**CITY OF SAN ANTONIO**

**MULTI ASSISTANCE CENTER AT MORGAN'S WONDERLAND  
5210 THOUSAND OAKS  
SAN ANTONIO, TX 78233**

**PARTIES AND RELATIONSHIPS**

Sublease: This Sublease Agreement (Cubicle Sublease) (“**Sublease**” or “**Lease**”) includes this “Parties and Relationships” summary, the Sublease terms below, the MAC Care Model which is made a part of this Lease, and all other Exhibits hereto.

Owner: **THE MULTI ASSISTANCE CENTER AT MORGAN’S WONDERLAND**, a Texas non-profit corporation

Landlord: **MULTI ASSISTANCE CENTER MANAGEMENT COMPANY**, a Texas nonprofit corporation

Provider: **City of San Antonio, a Texas Municipal Corporation**

Relationship between Owner and Landlord:

Owner has leased the Campus (defined below) to Landlord under the terms and conditions of that certain Master Lease Agreement (the “Master Lease”), attached hereto as **Exhibit G**, with the express mission that Landlord will sublease space in the Building (defined below) to service providers who will (i) provide comprehensive and coordinated medical, therapeutic, social and navigational services to the special-needs population, and (ii) adhere to the MAC Care Model described below.

Relationship between Owner and Provider:

Owner and Provider have no contractual privity, and Owner does not have any obligations or duties under this Lease to Provider.

MAC Mission Principles:

To improve the lives of individuals comprising the population with special needs by providing comprehensive and coordinated assistance through the MAC Care Model and to provide such services without regard to a person’s ability to pay.

MAC Care Model:

To provide comprehensive and coordinated transformational medical, therapeutic, social and navigational services to the special-needs population of all ages through a custom, proprietary, efficient and effective care model aimed at improving the lives of individuals with special needs, by using a family-centered approach with collaboration between providers, family, clients/patients and community partners, all in accordance with additional MAC Care Model rules and conditions set forth in **Exhibit F** attached hereto and made a part hereof.

**SUBLEASE (CUBICLE SUBLEASE)**

Lease Date: \_\_\_\_\_, 20\_\_

Premises: Floor 1, containing 1 cubicle(s) in the building portion of the Multi-Assistance Center at Morgan’s Wonderland (“**Building**”), and whose street address is 5210 Thousand Oaks Drive, San Antonio, TX 78233, as outlined on the plan attached to this Lease as **Exhibit A** (“**Premises**”). The land on which the Campus is located (the “**Land**”) is described on **Exhibit B**. The term “**Campus**” shall collectively refer to the Building, the Land and the driveways, parking facilities, and similar improvements and easements associated with the foregoing or the operations thereof. The term “**Shared Space**” shall collectively refer to the areas in the Building that will be used by the Provider and other providers in common in the Building, as designated and controlled by Landlord.

In addition to the Premises and other Shared Space, from time to time Provider shall have the non-exclusive right to use the meeting rooms shown on the attached **Exhibit C** (“**Meeting Rooms**”); however, Provider understands and agrees that the use of Meeting Rooms will be controlled by Landlord in accordance with a reservation system, and in accordance with rules and regulations established by Landlord, all of which are subject to modification by Landlord in its sole discretion. Further, Provider understands that the Meeting Rooms are subject to use by Landlord, other providers, and the public generally as allowed by Landlord.

Term: Sixty (60) full calendar months (“**Term**”), plus any partial month from the Commencement Date to the end of the month in which the Commencement Date falls; or the at the termination of the Master Lease term. The “**Commencement Date**” is the date on which Provider occupies the Premises.

Rent: This cubicle shall be provided to the Provider, the City of San Antonio, free of charge.

Security Deposit: As an accommodation to Provider, no security deposit is required under this Lease.

Permitted Use: To provide the services to Participants as follows to include, but not limited to, San Antonio Metro Health District services. Under no circumstance will the Premises be used by the Provider for any of the following activities or

uses: any trade or business consisting of the ownership or rental of residential rental property, any trade or business the principal activity of which is farming, the operation of any, country club, massage parlor, hot tub facility, suntan facility, race track or other facility used for gambling, and any retail or wholesale store the principal business of which is the sale of alcoholic beverages for consumption off premises, or for any other purpose other than for the designated approved Provider Services.

Provider's Address:

For Notices to Metro Health

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

Landlord's Address: For all Notices:

5210 Thousand Oaks  
San Antonio, TX 78233  
Attention: Allan Castro  
Telephone: 210.872.4949

1. **Tender of Possession.** Subject to delays resulting from Force Majeure, Landlord and Provider presently anticipate that possession of the Premises will be tendered to Provider in the condition required by this Lease on or about July 1, 2023 (the "**Estimated Delivery Date**"). If Landlord is unable to tender possession of the Premises to Provider by the Estimated Delivery Date, then (a) the validity of this Lease shall not be affected or impaired thereby, (b) Landlord shall not be in default hereunder or be liable for damages therefor, and (c) Provider shall accept possession of the Premises when Landlord tenders possession thereof to Provider, provided that possession must occur in any event on or before December 1, 2023. If possession of the Premises is not provided by December 1, 2023, Provider shall be entitled to terminate this Lease, but Landlord shall not be in default hereunder or liable for damages as a result thereof. By occupying the Premises.

2. **MAC Services.** Landlord shall provide the following services:
- 2.1.1 Management and operation of the Building and MAC Care Model
  - 2.1.2 Lobby greeters/receptionists
  - 2.1.3 Centralized website and internet

3. **Assignment and Subletting.** Provider shall not, without the prior written consent of Landlord, (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (b) sublet any portion of the Premises, or (c) permit the use of the

Premises by any parties other than Provider.

4. **Insurance; Waivers; Subrogation; Indemnity.**

4.1 **Provider's Insurance.** Effective as of the earlier of: (a) the date Provider enters or occupies the Premises; or (b) the Commencement Date; and continuing throughout the Term of this Lease, Provider shall maintain self-insurance.

4.2 **No Subrogation; Waiver of Property Claims.** Landlord and Provider each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy.

4.3 **Indemnity.** Provider is a municipality and is governed by Article XI, Section 7 of the Texas Constitution. Landlord acknowledges that Provider will not indemnify, defend, and hold Landlord and its partners, principals, directors, officers, shareholders, managers, members, employees, agents and mortgagees (collectively, the "**Landlord Parties**") harmless against liabilities, obligations, damages, penalties, claims, actions, costs, charges, and expenses, including, without limitation, reasonable attorneys' fees and costs and other professional fees that may be imposed upon or asserted against any of the Landlord Parties in connection with any occurrence in or on the property of which the Premises is part arising out of any act or omission of Provider or its principals, directors, employees, agents, or invitees (collectively, the "**Provider Parties**") unless and only to the extent caused by the negligence or willful misconduct of any of the Provider Parties

5. **Termination.** This Agreement may be terminated by any party upon 30 calendar days written notice, which notice shall be provided in accordance with Section 10.2 Notices.

6. **Rules and Regulations.** Provider shall comply with the Building and Campus rules and regulations that are attached hereto as **Exhibit F.**

7. **Events of Default.** Each of the following occurrences shall be an "**Event of Default**":

7.1 **Abandonment.** Provider (a) abandons the Premises or any substantial portion thereof or (b) vacates the Premises or a substantial portion thereof;

7.2 **MAC Care Model and/or Rules and Regulations.** Provider's failure to perform, comply with, or observe any agreement or obligation of Provider under MAC Care Model and/or Rules and Regulations, including HIPAA regulations;

7.3 **Other Defaults.** Provider's failure to perform, comply with, or observe any agreement or obligation of Provider under this Lease.

8. **Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

8.1 **Termination of Lease.** Terminate this Lease by giving Provider written notice thereof, in which event Provider shall pay to Landlord the sum of all Rent accrued hereunder through the date of termination.

9. **Certain Rights Reserved by Landlord.** Landlord shall have the following rights:

9.1 **Building Operations.** To make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, or any part thereof; to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; to change the name of the Building; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building;

9.2 **Security.** To take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants.

10. **Miscellaneous.**

10.1 **Landlord Transfer.** Landlord may transfer any portion of the Campus and any of its rights under this Lease.

10.2 **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (b) hand-delivered to the intended addressee, or (c) sent by a nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

10.3 **Amendment.** This Lease may not be amended except by instrument in writing signed by Landlord and Provider. The City Manager or designee may execute amendments on behalf of the City without further action by the San Antonio City Council, for additional City Departments to join the Lease Agreement to occupy space and provide services including modifications and additions to (a) the Permitted Use, (b) Section 10.8 List of Exhibits to attach and incorporate additional department specific MAC Care Model Agreements and Business Associate Agreements into the Lease Agreement (c) Section 10.2 Notice to provide additional City Departments preferred notice address for notices relating to the specific department and (d) modifications to the Scope of Services so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Services.

10.4 **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Provider regarding the subject matter hereof and supersedes all verbal statements and prior writings relating thereto.

10.5 **Governing Law; Jurisdiction.** This Lease shall be governed by and

construed in accordance with the laws of the State of Texas. The proper place of venue to enforce this Lease will be Bexar County, Texas.

10.6 **Water or Mold Notification.** To the extent Provider or its agents or employees discover any water leakage, water damage or mold in or about the Premises or Campus, Provider shall promptly notify Landlord thereof in writing.

10.7 **Confidentiality.** Provider acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Provider to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent.

10.8 **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

- Exhibit A - Outline and Description of Premises
- Exhibit B - Description of the Land and Parking Area
- Exhibit C - Meeting Rooms
- Exhibit D - MAC Care Model Agreement with Metro Health
- Exhibit D-1 - Approved Logo Designs
- Exhibit D-2 - Business Associate Agreement with Metro Health
- Exhibit F - Rules and Regulations
- Exhibit G - Master Lease

10.9 **Waiver of Consumer Rights.** Provider hereby waives all its rights under the Texas Deceptive Trade Practices - Consumer Protection Act, Section 17.41 *et seq.* of the Texas Business and Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Provider's own selection, Provider voluntarily adopts this waiver.

10.10 **Premises and Directory Signage.** The design, style, colors, locations and size of all interior and exterior signage on and in the Building, on the Campus, and in or around the Premises, must be pre-approved by Landlord in writing (including, but not limited to, any provider directories in the Building).

LANDLORD AND PROVIDER EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR PROVIDER'S INTENDED COMMERCIAL PURPOSE, AND PROVIDER'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PROVIDER SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

(Signatures Appear on the Following Page)

Signature Page-Sublease Agreement (Cubicle Sublease)

This Lease is executed to be effective as of the Lease Date (as defined above).

**Landlord:** MULTI ASSISTANCE CENTER MANAGEMENT  
COMPANY, a Texas non-profit corporation

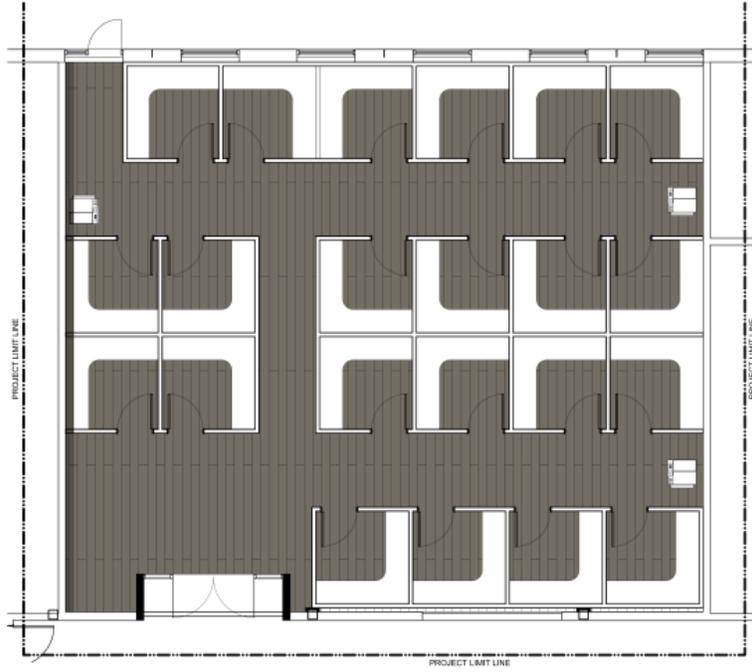
By: \_\_\_\_\_  
Name: Gordon V. Hartman  
Title: President

**Provider:** SAN ANTONIO METROPOLITAN HEALTH  
DEPARTMENT

By: \_\_\_\_\_  
Name: Claude A. Jacobs  
Title: Health Director

# EXHIBIT A

## PREMISES



### Navigator II Color Selections

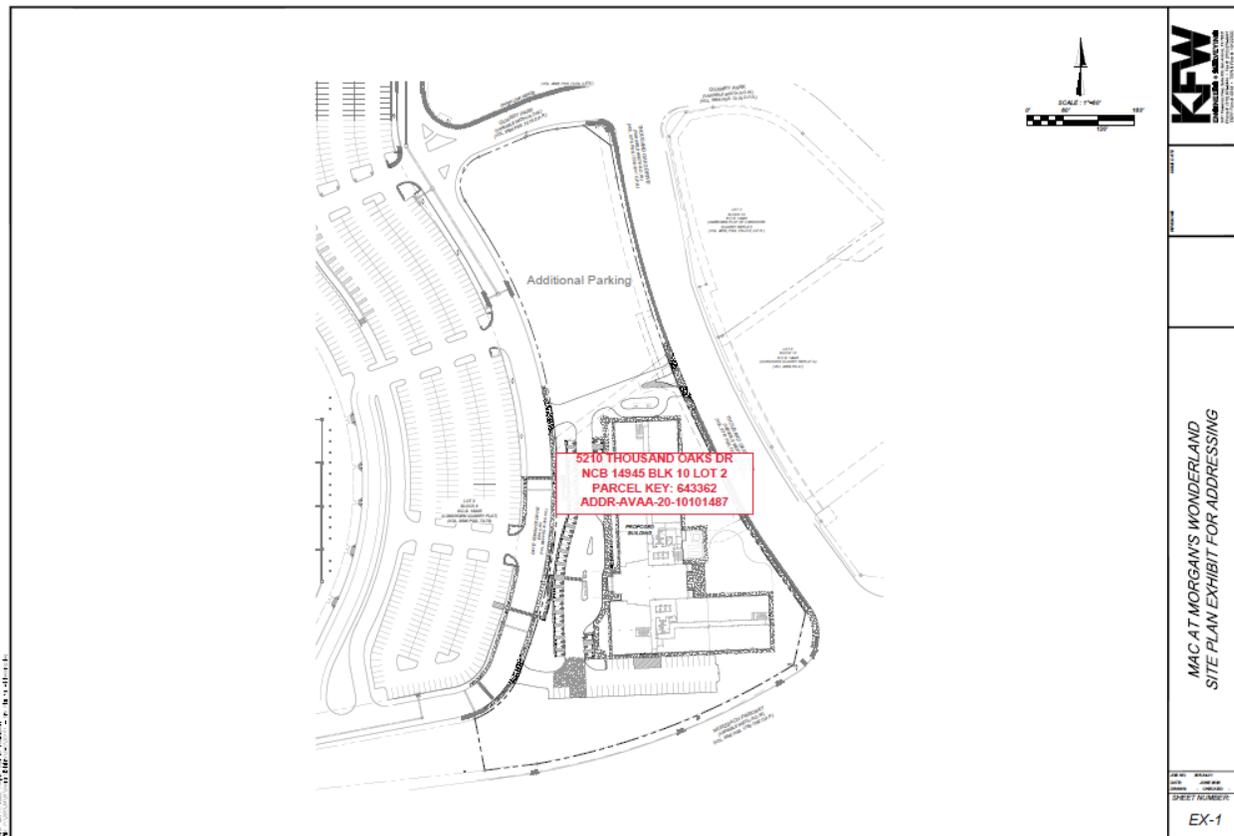


## EXHIBIT B

### DESCRIPTION OF THE LAND

Tract I: A tract or parcel of land containing 4.686 acres out of the Maria Antonia de los Santos Coy Survey No. 306, Abstract No. 135, in the City of San Antonio, Bexar County, Texas, and being a portion of Lot 2, Block 10, New City Block 14945, REPLAT & PLAT OF LONGHORN QUARRY, a subdivision of record in Volume 9596, Pages 72-79, Deed and Plat Records of Bexar County, Texas (D.P.R.), and being a portion of that called 433.341 acre tract of land conveyed to Alamo Park, Inc. and described in Volume 5913, Page 1529, recorded January 4, 1994 in the Official Public Records of Bexar County, Texas (O.P.R.), said 4.686 acre tract being more particularly described in **Exhibit B-1**, attached hereto and made a part hereof

Tract II: The parking area set forth in the Parking Use Agreement, dated December 13, 2018, by and between North East Independent School District and Landlord for the North East Independent School District Athletic Complex Parking Lot ("NEISD Parking Agreement") being more particularly depicted below:



## EXHIBIT B-1

### DESCRIPTION FOR A 4.686 ACRE TRACT

A **4.686 acre tract**, out of the Maria Antonia de los Santos Coy Survey No. 306, Abstract No. 135, in the City of San Antonio, Bexar County, Texas, and being a portion of Lot 2, Block 10, New City Block 14945, REPLAT & PLAT OF LONGHORN QUARRY, a subdivision of record in Volume 9596, Pages 72-79, Deed and Plat Records of Bexar County, Texas (D.P.R.), and being a portion of that called 433.341 acre tract of land conveyed to Alamo Park, Inc. and described in Volume 5913, Page 1529, recorded January 4, 1994 in the Official Public Records of Bexar County, Texas (O.P.R.), said 4.686 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½" iron rod found at the northerly end of a cutback line at the intersection of the northerly right-of-way of Wurzbach Parkway (a variable width R.O.W. per Vol. 6942, Pages 1750-1762, O.P.R.) with the westerly right-of-way of Thousand Oaks Drive (a variable width R.O.W. per Vol. 6715, Pages 1226-1241, O.P.R.) for the most northerly southeast corner of the tract of land herein described;

**THENCE: S 12°53'17" W**, along and with said cutback line, a distance of **89.52 feet** to a ½" iron rod found in the northerly right-of-way of Wurzbach Parkway, and at the beginning of a non-tangent curve to the right;

**THENCE:** along and with the northerly right-of-way of Wurzbach Parkway and the southerly line of said Lot 2, the following two (2) courses:

1. The arc of said non-tangent curve to the left having a radius of **1222.76 feet**, through a central angle of **21°32'14"**, and which chord bears **S 68°53'24" W**, a chord distance of **456.93 feet**, an arc distance of **459.63 feet** to a set ½" iron rod with plastic cap stamped KFW SURVEYING (hereinafter referred to as SET KFW);
2. **S 82°56'10" W**, a distance of **88.08 feet** to a SET KFW at the southeast corner of Lot 1, Block 10, N.C.B. 14945 and for the southwest corner of said Lot 2 and the tract of land herein described;

**THENCE: N 10°47'15" W**, along and with the common line of said Lot 1 and Lot 2, a distance of **87.22 feet** to a SET KFW in the southeasterly right-of-way of Dave Edwards Drive (a variable width R.O.W. per Volume 9596, Pages 72-79 in the D.P.R.) at the beginning of a non-tangent curve to the left for the most northerly southwest corner of the tract of land herein described;

**THENCE:** Along and with the southeasterly and easterly right-of-way lines of said Dave Edwards Drive and the westerly line of said Lot 2, the following three (3) courses:

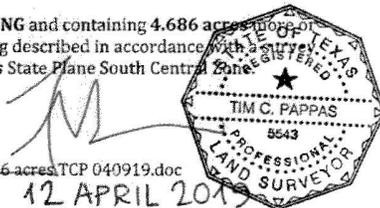
1. The arc of said non-tangent curve to the left having a radius of **130.00 feet**, through a central angle of **48°53'01"**, and which chord bears **N 44°04'04" E**, a chord distance of **107.58 feet**, an arc distance of **110.91 feet** to a SET KFW;
2. **N 19°37'35" E**, a distance of **50.00 feet** to a SET KFW at the beginning of a curve to the left;
3. The arc of said curve to the left having a radius of **788.75 feet**, through a central angle of **25°14'05"**, and which chord bears **N 07°00'34" E**, a chord distance of **344.59 feet**, an arc distance of **347.39 feet** to a found ½" iron rod with plastic cap stamped KFW SURVEYING for the northwest corner of the tract of land herein described;

**THENCE: N 53°08'59" E**, over and across Lot 2, a distance of **230.91 feet** to a ½" iron rod with plastic cap stamped KFW SURVEYING found in the westerly right-of-way of Thousand Oaks Drive for the northeast corner of the tract of land herein described, and at the beginning of a non-tangent curve to the left;

**THENCE:** along and with the westerly right-of-way line of said Thousand Oaks Drive and the easterly line of said Lot 2, the following six (6) courses:

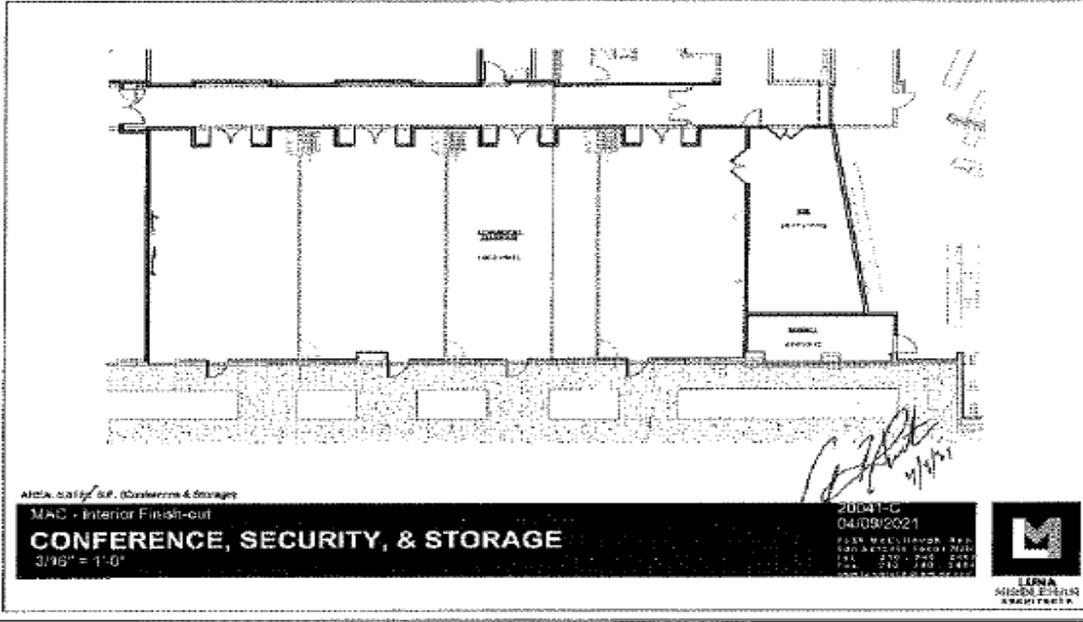
1. The arc of said non-tangent curve to the left having a radius of **2001.32 feet**, through a central angle of **01°22'18"**, and which chord bears **S 20°47'26" E**, a chord distance of **47.91 feet**, an arc distance of **47.91 feet** to a SET KFW at a point of compound curvature;
2. The arc of said compound curve to the left having a radius of **212.00 feet**, through a central angle of **02°31'09"**, and which chord bears **S 22°44'08" E**, a chord distance of **9.32 feet**, an arc distance of **9.32 feet** to a SET KFW at a point of compound curvature;
3. The arc of said compound curve to the left having a radius of **1650.00 feet**, through a central angle of **03°09'12"**, and which chord bears **S 25°34'16" E**, a chord distance of **90.80 feet**, an arc distance of **90.81 feet** to a SET KFW;
4. **S 25°13'27" E**, a distance of **151.52 feet** to a SET KFW at the beginning of a non-tangent curve to the left;
5. The arc of said non-tangent curve to the left having a radius of **1662.00 feet**, through a central angle of **02°47'01"**, and which chord bears **S 33°46'03" E**, a chord distance of **80.74 feet**, an arc distance of **80.75 feet** to a SET KFW;
6. **S 35°09'34" E**, a distance of **108.15 feet** to the **POINT OF BEGINNING** and containing **4.686 acres**, more or less, in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a plat prepared by KFW SURVEYING. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 18-127  
Prepared by: KFW SURVEYING  
Date: April 9, 2019  
File: S:\Draw 2018\18-127 Morgan's MAC\DOCS\18-127 4.686 acres TCP 040919.doc



# EXHIBIT C

## DRAWING OF SHARED MEETING ROOMS



4835-5596-2363.3

4833-7874-9439.1

## EXHIBIT D

### MAC CARE MODEL

**Whereas**, the Multi Assistance Center at Morgan’s Wonderland (herein the “**MAC**”) is intended for the provision of comprehensive and coordinated transformational medical, therapeutic, social and navigational services to the population with special needs of all ages through a custom, proprietary, efficient and effective care model aimed at improving the lives of individuals with special needs, by using a family-centered approach with collaboration and coordination between providers, family, community partners, and past, present and future beneficiaries/clients/patients receiving treatment and service at the Campus (“**Participants**”);

**Whereas**, the Landlord is contracting with third-party service providers (including, but not limited to, the Provider), to occupy space in the Building and provide designated and specific services to the special-needs community generally in accordance with this MAC Care Model (“**MAC Care Model**”);

**Whereas**, subject to the terms of this Lease, the Landlord has designated Provider as one of the third-party service providers to occupy space in the Building and provide designated and specific services;

**Whereas**, terms used herein are sometimes defined in this MAC Care Model and/or in the Lease Terms attached hereto;

**Therefore**, Provider acknowledges and agrees that its operational obligations under this Lease must generally be conducted in accordance to the MAC Mission Principles and MAC Care Model as set forth below:

#### Goals and Objectives:

1. To provide comprehensive and coordinated transformational medical, therapeutic, social and navigational services to the special-needs population of all ages through a custom, proprietary, efficient and effective care model aimed at improving the lives of individuals with special needs, by using a family-centered approach with collaboration and communication between the providers, family, community partners, and Participants;
2. To establish a one-stop-shop facility and electronic care coordination platform to support individuals with special needs of all ages;
3. To streamline and consolidate as many services as possible in order to make the MAC experience as seamless as possible for Participants; and

4. Measuring and reporting outcomes to determine effectiveness of the MAC Care Model services:

Provider Services:

1. Provider will provide the following services for Participants (“**Provider Services**”) including but not limited to: Material and Child Health services through the Healthy Start Program, San Antonio Lactation Support Center, WIC, and S.A. Kids B.R.E.A.T.H.E. Program as outlined in 1.1 through 1.4. Provider may add additional services to their Provider Services as appropriate through mutual agreement.

1.1 Healthy Start: The Healthy Start Program offers pregnant women and their families services and resources for healthy pregnancies and births. During virtual or home visits, case managers connect women to prenatal, postpartum and clinical services; provide health and parenting education; screen for health risks; provide referrals and follow-up to make sure mom, dad and baby get the help they need to be healthy. The team coordinates the Fetal-Infant Mortality Review, which examines contributing factors to deaths and negative birth outcomes for moms and babies and develops community strategies for prevention and intervention. In coordination with the statewide Healthy Texas Mothers and Babies initiative, Healthy Start also coordinates the Healthy Families Network Coalition of community partners and African American Health Disparities Council.

1.2 San Antonio Lactation Support Center: The San Antonio Lactation Support Center is a breastfeeding education center that offers information, counseling, and support to pregnant and breastfeeding moms. It is a place where moms can receive breastfeeding education, participate in support groups, or speak with a lactation consultant about infant feeding.

1.3 WIC: The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) offers food benefits, nutrition education, breastfeeding support, and health care referrals to families who qualify. In addition to offering infant formula, WIC can also provide supplemental formulas for children and women who are prescribed formula. Registered Dietitians are also available to consult with participants who have special dietary needs. WIC services are available to pregnant, postpartum, and breastfeeding women and infants and children under age five.

1.4 SA Kids B.R.E.A.T.H.E. Program (Building Relationships, Effective ASTHMA Teaching in Home Environments): The SA Kids BREATHE program supports families of children ages 3 to 17 with uncontrolled asthma who live within the City of San Antonio. The program is a no-cost asthma education program that prioritizes underserved families in the San Antonio community. SA Kids BREATHE’s front line team is comprised of four Community Health Workers (CHWs) with a combined experience of over 80 years of community service. The CHWs are led by a respiratory therapist with more than 30 years of experience as a Certified Asthma Educator. The program provides case management to children with uncontrolled asthma through home visits and collaboration with health care providers and school nurses. Three home visits are conducted at the start of the intervention

with final follow-up at 12-months. The information provided helps prevent asthma attacks, and keeps kids active, healthy and in school. The goal is to reduced hospitalizations and missed school days. The program has administrative offices in the Frank Garrett Community Center in the near west side of San Antonio.

2. Unless pre-approved by Landlord in writing, all Provider Services will only be provided to individuals with special needs. The term “individuals with special-needs” shall be limited to individuals of any age with a long-term impairment of cognitive, sensory, motor and/or communication function(s), either congenital or acquired, and that is not readily rehabilitated. Furthermore, a special need substantially limits an individual’s ability to perform activities in the range of what is considered typical for a person of the same age and cultural context. A special need may result in associated social, behavioral, or mental health complexities, requiring specialized intervention by a professional.

3. The Provider Services will be provided without regard to Participant’s ability to pay for the Provider Services.

Obligations:

1. Provider shall require that services for each Participant be administered through a MAC Navigator (defined below) and be tracked though the MACNav(defined below as the “**MACNav**”).

2. For so long as this Lease is in effect, Provider agrees (i) to administer its Provider Services in accordance with operational rules and regulations reasonably established by Landlord from time to time which will exhibit to each Participant a coordinated and collaborative effort to provide services by Provider and other providers that adhere to this MAC Care Model and the MAC Mission Principles.

3. As a condition of obtaining access to the MAC Nav, Provider agrees to use the MAC Nav for purposes of coordinating the Provider Services to Participants, and will, subject to the terms of this Lease, share information required by the Landlord from time to time with Landlord and designated MAC providers to the extent permitted by applicable Laws and agreements with third parties, and in accordance with MAC policies that are in effect from time to time. MAC Nav rules and regulations and/or MAC policies may be modified from time to time by Landlord as deemed reasonably necessary for the efficient operation of the MAC and in the best interests of Participants.

4. Landlord and Provider agree to comply with applicable laws (to the extent applicable), including, but not limited to, the U.S. Federal Anti-Kickback statute as set forth at 42 U.S.C. § 1320a-7b and the regulations thereunder set forth at 42 C.F.R. § 1001.952 and the Physician Self-Referral law commonly known as the Stark Law and codified at 42 U.S.C. § 1395nn and the regulations thereunder set forth at 42 C.F.R. § 411.350 et seq. and similar federal and state laws and regulations intended to prevent improper inducements for health care referrals or fraud and abuse. During the Term of this Lease, each party shall be responsible for monitoring its

compliance with the foregoing applicable laws and shall take appropriate steps to remain in compliance with such applicable laws.

5. Landlord and Provider agree to comply with all Laws concerning the privacy and security of Participants' personal information, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and associated regulations ("**HIPAA Regulations**"), 42 CFR Part 2, and the Texas Medical Records Privacy Act, in order to safeguard such information. Because protection of Participants' information is of paramount importance, it is a condition of this Lease that the MAC and Provider enter into as of the Effective Date, a separate business associate agreement pursuant to the HIPAA Regulations, the form of which is attached hereto as **Exhibit D-2** ("**Business Associate Agreement**").

6. Provider agrees to perform the Provider Services in a timely, efficient, and professional manner, in accordance with this MAC Care Model. Provider shall be solely liable and responsible for, and will handle all aspects of the Provider Services, including providing (at its sole expense) all personnel, labor, supervision, training and licensing of Provider's employees and the provision/procurement of all materials, labor, supplies, equipment, consumables, required therefore. Landlord and Provider are each liable for the acts and omissions of their respective representatives in the same capacity as such party is for its own acts and omissions and nothing herein shall create an employer/employee relationship between Landlord and Provider. Neither Landlord nor Provider has authority to act on behalf of the other, and neither shall act or speak publicly on behalf of the other at any time; however, either may publicly acknowledge its working relationship with the other and may speak generally about the Provider Services being performed by Provider at the MAC. For any media contact regarding Provider, Provider's Director or his/her designee must be contacted before media contact is approved or allowed. Provider shall obtain the written consent of the Landlord prior to allowing any media onto the Campus, and Provider shall follow MAC protocols developed from time to time by Landlord for media contact, to include the completion and submission to Landlord of an approved MAC media release form. Neither party will, directly or indirectly, pay any commission, fee, or rebate, or otherwise provide any gift or entertainment of significant value to or on behalf of, an employee, officer, director or other representative of the other party.

7. Provider and Landlord shall consult regularly from time to time concerning the Provider Services, including results thereof. The parties agree to meet at such intervals as requested by Landlord, and at other times on request of Provider. Provider will participate in periodic multi-disciplinary meetings organized by the Landlord to address issues related to their MAC operational category (Medical Home, Navigation Partners, Therapy Home, Autism, Audiology, etc.).

8. Provider will coordinate with the Landlord to identify and develop outcome measures applicable to their various programs. Provider will collect outcome measures to monitor Provider Services against such measures and will periodically report results to Landlord and/or its funding sources, as needed for data collection purposes. Provider agrees to cooperate in the provision of coordinated services, and to prepare and submit periodic reports (monthly, quarterly and/or annual basis, as determined by agreement of both Landlord and Provider) to the Landlord concerning the Provider Services, generally in accordance with the schedule and format reasonably

requested by Landlord from time to time. Any such request by Landlord shall be deemed reasonable if required for purposes of reporting obligations and results to the appropriate relevant stakeholders of Landlord and Provider. Provider will provide such information requested from Landlord from time to time so as to allow Landlord to verify the following: (i) the Participants compliance with the definition of individuals with special needs, (ii) if qualified Participants are not being treated because of inability to pay, and (iii) Provider's compliance with this MAC Care Model.

9. Provider must maintain accurate books and records concerning the Provider Services. Upon reasonable request, and subject to applicable Laws, and for the purpose of confirmation of adherence to this MAC Care Model, Provider will make such records available for inspection by Landlord during the Term of this Lease. Landlord will use such information to assist in the efficient operation of the MAC and to generally monitor the treatment of Participants and related results. Landlord will treat such records as Confidential Information to the extent required under the terms of this Lease.

10. Landlord (or its designee) will have the right to conduct on-Campus research interviews or otherwise conduct research projects on the Campus or based on data obtained through the use of the MAC Nav and its data warehouse or provision of Provider Services under this Lease.

11. Provider will designate an employee or other third party that will be a direct contact with Provider on MAC Care Model compliance.

12. Except as otherwise required by Landlord under this MAC Care Model, neither party will use the other party's organizational logos, trademarks, trade names, or other intellectual property without first obtaining the prior written consent of such other party, and each party reserves ownership and all other rights with respect thereto.

13. This agreement does not create a partnership or joint venture, employer/employee or agency relationship between the Landlord and Provider. The parties' relationship is that of landlord/tenant in connection with the Premises, Building and Campus, and Provider is an independent contractor with respect to its Provider Services.

14. Confidential Information of Landlord and Provider.

14.1 Definition of "Confidential Information". "**Confidential Information**" means confidential and proprietary information, whether in oral, written or electronic form, received or otherwise acquired by a party or any of its representatives (the "**Recipient**") from the other party or any of the Disclosing Party's representatives ("**Disclosing Party**") in connection with this Lease or the Provider Services, but excludes Participants' protected health information (which is covered by the Business Associate Agreement).

14.2 Restrictions on Use and Disclosure of Confidential Information. Confidential Information shall be used solely for the purpose of confirmation of compliance with this MAC Care Model and the Provider Services (and in the case of

Landlord, for managing comprehensive services on Campus (together, the “**Business Relationship**”). Each Recipient shall: (a) safeguard and keep all Confidential Information strictly confidential, and (b) except as expressly permitted by this Lease or with prior written consent of the Disclosing Party, not disclose Confidential Information or permit access to Confidential Information by any person or entity, other than the Recipient’s Representatives who are actively and directly involved in the Business Relationship, or who need to know Confidential Information for purposes of the Business Relationship, and in the case of Landlord, as required by its or Owner’s funding sources, and (c) not use Confidential Information for any purpose other than in connection with the Business Relationship.

14.3 Responsibility for Representatives. Each representative of a Recipient will confirm in writing, prior to receipt of any Confidential Information, that he/she has reviewed the terms of this Section 13 and are legally bound to maintain confidentiality thereof and not make or permit any use or disclosure of Confidential Information, except as authorized by this Lease. Each Recipient is responsible and liable for the unauthorized use and disclosure of Confidential Information by its representatives and for any breach of this Lease resulting from the acts or omissions of its representatives or any person/entity to whom it or they have disclosed Confidential Information or that accesses Confidential Information in possession of the Recipient.

14.4 Ownership, Reproduction and Return of Confidential Information. Confidential Information is the Disclosing Party's exclusive property and shall not be copied or reproduced except for such limited copies the Recipient requires for the Business Relationship. At the request of the Disclosing Party, the Recipient shall immediately return all Confidential Information and copies thereof to the Disclosing Party (in any form), derivative information based thereon, or destroy all such Confidential Information, copies and derivative information and certify such destruction in writing to the Disclosing Party. Recipient is not required to return or destroy (a) copies of Confidential Information or other material prepared by it incorporating Confidential Information to the extent the same is required to be retained by the Law, and (b) Confidential Information in electronic form or stored on automatic computer back-up archiving systems during the period such backup or archived materials are retained under such party's customary procedures and policies; *provided*, that any Confidential Information so retained shall be maintained by Recipient shall continue to be subject to this Section 13, and archived or back-up Confidential Information shall not be accessed except as required by Legal Requirements or under terms of this Lease.

14.5 Limitations. Nothing herein restricts a party from using its own Confidential Information, or prohibits use or disclosure of Confidential Information by a Recipient to the extent it: (a) is or becomes available in the public domain through no acts or omissions of the Recipient or its Representatives in violation of this Lease; (b) prior to or after disclosure by the Disclosing Party, is lawfully known or lawfully becomes available to Recipient or its representatives on a non-confidential basis from a source other than the Disclosing Party, and that such source is not known by them to be prohibited from

transmitting the information by any legal obligation; (c) is independently developed by the Recipient without Confidential Information; or (d) is required to be disclosed as a matter of law or pursuant to the Law, but subject to the Section 13.6 immediately below. Confidential Information shall not be deemed within the foregoing limitations merely because it is embraced by more general information available in the public knowledge or in Recipient's or its representatives' possession. Any combination of features shall not be within the foregoing limitations merely because individual features are in the public knowledge or Recipient's or its representatives' possession unless the combination itself is in the public knowledge or in possession of Recipient or its representatives.

14.6 Judicial Proceedings. If a Recipient or any of its representatives is required by any court, legislative or administrative authority (by oral questions, interrogatories, request for information or documents, subpoena or similar process) to disclose any Confidential Information of the Disclosing Party, then unless legally prohibited from doing so, the Recipient shall promptly notify the Disclosing Party of the requirement in order to afford the Disclosing Party an opportunity to seek an appropriate protective order. The Recipient shall reasonably cooperate with the Disclosing Party in an effort to obtain the protective order, and if appropriate shall allow the Disclosing Party to intervene or appear in any proceeding in order to protect the confidentiality of the Confidential Information. However, if the Disclosing Party is unable to obtain or does not seek a protective order, and the Recipient or its representatives are, in the opinion of counsel, compelled to disclose the Confidential Information under penalty of liability for contempt, censure or penalty, disclosure of such information may be made without liability, but only to the extent that the Recipient or its representatives are so compelled to disclose the Confidential Information in response to such process.

14.7 Termination of Obligations. Subject to continued confidentiality requirements under state or federal law, the obligations of confidentiality and non-use set forth above will terminate automatically five (5) years after the later of (a) the termination or expiration of this Lease; or (b) the last date on which Confidential Information is disclosed or acquired pursuant to this Lease. Following termination, the Recipient shall be free of any obligations restricting disclosure or use of Confidential Information (subject to any remaining intellectual property rights of the Disclosing Party).

## **15. NONDISCRIMINATION POLICY**

15.1 Non-Discrimination. As a party to this Agreement Parties 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.

15.2 The Parties shall comply with all applicable federal, State, or local laws, rules, and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, the Parties agree that they will comply fully with the following

nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- a) Title 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) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688);
- e) Fair Labor Standards Act of 1938, as amended;
- f) Equal Pay Act of 1963, P.L. 88-38;
- g) Drug Free Workplace Act of 1988 (41 U.S.C section 8102); and
- h) All applicable regulations implementing the above laws.

## **16. CONFLICT OF INTEREST**

16.1 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.

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

(SIGNATURE PAGE-MAC CARE MODEL)

**Landlord:** MULTI ASSISTANCE CENTER MANAGEMENT  
COMPANY, a Texas non-profit corporation

By: \_\_\_\_\_  
Name: Gordon V. Hartman  
Title: President

**Provider:** SAN ANTONIO METROPOLITAN HEALTH  
DEPARTMENT

By: \_\_\_\_\_  
Name: Claude A. Jacobs  
Title: Health Director

# EXHIBIT D-1

## Approved Logo Designs



# Multi-Assistance Center at MORGAN'S WONDERLAND™

### Partner Co-Branding Guidelines

In order to establish consistency with all of our partners, whenever using the MAC logo with your own logo should be on top, followed by "at the" in Tahoma font underneath, followed by The MAC's boxed tagline underneath in an approved MAC color. Examples below.



**Never Change or Alter our Logo**



DO NOT use tint or opacity.



DO NOT crop or distort the logo.



DO NOT rotate the logo.



DO NOT change the color. Use colors in the palette.



DO NOT put over another illustration.



DO NOT add shadows or effects.

### BRAND COLORS

PANTONE 286C HEX: 8A2BE2 CMYK: 85, 100, 50, 0	PANTONE 349C HEX: 008000 CMYK: 100, 0, 0, 0	PANTONE 147C HEX: E67E22 CMYK: 0, 85, 90, 0	PANTONE 286C HEX: 4169E1 CMYK: 0, 20, 96, 0

### FONTS

Tahoma	Questrial
Arial	Century Gothic

### VERBIAGE

Ultra-Accessible™  
Fully-inclusive  
MAC Navigator  
Collaborative Care  
Centralized Services  
Comprehensive Navigation  
The MAC Nav System  
MAC Member  
Ambassadors  
MACer



### SOCIAL MEDIA

@MorgansWonderlandTexas  
www.linkedin.com/company/themacmw/  
#MACmagic | #MACMember | #MACer | #ProudToBeAMACer

## **Exhibit E**

### **BUILDING RULES AND REGULATIONS**

The following rules and regulations shall apply to the Premises, the Building, Campus and any parking lot or facility associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by a provider or used by any provider for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Campus. No provider shall go upon the roof of the Building.

2. Landlord reserves the right to exclude from the Building at all times other than normal business hours all persons who do not present a pass to the Building on a form or card approved by Landlord. Each provider shall be responsible for all of its employees, agents, invitees and guests who have been issued a pass at the request of provider and shall be liable to Landlord for all acts of such persons.

3. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a provider or its agents, employees or invitees, shall be paid by such provider.

4. No signs, advertisements or notices (other than those that are not visible outside the Premises) shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord. No nails, hooks or screws (other than those which are necessary to hang paintings, prints, pictures, or other similar items on the Premises' interior walls) shall be driven or inserted in any part of the Building except by Building maintenance personnel. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.

5. Door locks will be provided at the entry of the Premises as part of the Work, and no provider shall place any additional door locks in the Premises without Landlord's prior written consent. Landlord shall furnish to each provider a reasonable number of keys and/or access cards to Premises, at such provider's cost, and no provider shall make a duplicate thereof. Replacement keys and/or access cards shall be provided on a reasonable basis and at a provider's cost.

6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by a provider of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably

require. Each provider assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such provider.

7. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a provider, or done by a provider's property while in the Building, shall be repaired at the expense of such provider.

8. Unless otherwise approved in writing by the Landlord, corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No bicycles, birds or animals (other than those that are medically necessary) shall be brought into or kept in, on or about any provider's Premises. No portion of any provider's premises shall at any time be used or occupied as sleeping or lodging quarters or for any immoral, disreputable or illegal purposes.

9. Each provider shall cooperate with Landlord's employees in keeping its Premises neat and clean. Each provider shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

10. To ensure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons approved by Landlord.

11. Each provider shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other providers or persons having business with them.

12. No machinery or appliances of any kind (other than normal office equipment and normal break room appliances) shall be operated by any provider on its Premises without Landlord's prior written consent, nor shall any provider use or keep in the Building any flammable or explosive fluid or substance (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws).

13. Landlord will not be responsible for lost or stolen personal property, money or jewelry from the Premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

14. No vending or dispensing machines of any kind may be maintained in any the Premises without the prior written permission of Landlord.

15. Provider shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.

16. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with a provider's business operated in the Premises, parked within Landlord designated parking areas, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot, and no vehicle will be left overnight or stored on the Campus or any other parking areas designated by Landlord. Any vehicle parked improperly may be towed away. Each provider, provider's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of \$50.00 to remove the "boot." Each provider shall indemnify, hold and save harmless Landlord of any liability arising from the towing or booting of any vehicles belonging to a Provider Party.

17. No provider may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by Landlord or the Building manager.

18. Each provider will not permit any Provider Party to bring onto the Building any handgun, firearm or other weapons of any kind, marijuana, cannabis-based products, alcohol, illegal drugs or, unless expressly permitted by Landlord in writing.

19. Each provider shall not permit any Provider Party to smoke (including the use of any form of tobacco, marijuana, cannabis-based products, e-cigarette, electronic cigarette, personal vaporizer or electronic nicotine delivery system) in the Premises or anywhere else on the Campus, except in any Landlord-designated smoking area outside the Building. Provider shall cooperate with Landlord in enforcing this prohibition and use its best efforts in supervising each Provider Party in this regard.

20. Provider shall not allow any Provider Party to use any type of portable space heater in the Premises or the Building.

21. Only artificial holiday decorations may be placed in the Premises, no live or cut trees or other real holiday greenery may be maintained in the Premises or the Building.

22. Each provider shall not park or operate any semi-trucks or semi-trailers in the parking areas associated with the Campus.

23. Each provider shall cooperate fully with Landlord to assure the most effective operation of the Premises or the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls, other than room thermostats installed for each provider's use. Except as otherwise approved in writing by the Landlord, each provider shall keep corridor doors closed and shall turn off all lights before leaving the Campus at the end of the day.

24. Without the prior written consent of Landlord, or as otherwise provided in this Lease, a provider shall not use the name of the Campus or any picture of the Campus in connection with, or in promoting or advertising the business of provider, except a provider may use the address of the Campus as the address of its business.

25. Canvassing, soliciting and peddling within the Campus is prohibited, and each provider shall cooperate in preventing such activities.

26. Each provider shall comply with any recycling programs implemented by Landlord from time to time with respect to the Campus.

27. Each provider shall not exhibit, sell or offer for sale, rent or exchange in the Premises or at the Building any article, thing or service to the general public or anyone other than provider's employees without the prior written consent of Landlord.

**Exhibit D-2**

**WITNESSETH:**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (**Agreement**) is entered into by and between the City of San Antonio (“**Covered Entity**”), and MULTI ASSISTANCE CENTER MANAGEMENT COMPANY, a Texas non-profit corporation, a **Business Associate** (“**BA**”), referred to collectively herein as the “**Parties**.”

WHEREAS, the City of San Antonio and BA have entered into a MAC Care Model Agreement (“**Service Contract**”), executed on \_\_\_\_\_, 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) “**Breach**” shall mean an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:
  - (a) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

- (b) the unauthorized person who used the protected health information or to whom the disclosure was made;
  - (c) whether the protected health information was actually acquired or viewed; and
  - (d) the extent to which the risk to the protected health information has been mitigated.
- (2) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. 164.501.
- (3) “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.
- (4) “Health Information” is defined in 45 C.F.R. 160.103 as any information, including genetic information, whether oral or recorded in any form or medium that: (1) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- (5) “Individual” means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (6) “Individually Identifiable Health Information” is defined in 45 C.F.R. 160.103 as information that is a subset of health information, including demographic information collected from an individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (7) “Privacy Rule” shall mean the regulations for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subpart E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes “Electronic Protected Health Information” or “E PHI” and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 C.F.R. Parts 160, 162, 164, and under HITECH.

- (9) "Required By Law" means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. 45 C.F.R 164.103.
- (10) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (11) "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R. Part 164.
- (12) 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 as defined by 45 C.F.R. 164.304 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:
  - (a) does business, and

- (b) to whom it provides PHI received from, or created or received by BA on behalf of, Covered Entity; and ensures such agents or subcontractors 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 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 in determining Covered Entity's compliance with the Privacy Rule;
  - (9) Document 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) 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 U.S. 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 Security Rules requirements;
- (13) Comply with the Privacy Rule for any obligation Covered Entity delegates to BA;
- (14) Under no circumstances 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. 164.502(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 BA may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. **Term and Termination.**

- (1) This Agreement becomes effective on the date it is signed by the last Party. 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 Service 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.
- (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 WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICE CONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.**
- M. **Reimbursement.** BA will 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 Business Associate 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 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. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

**EXECUTED** to be effective \_\_\_\_\_, by the **City of San Antonio**, signing by and through its program manager.

**COVERED ENTITY**  
**By City of San Antonio**

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

Claude A. Jacobs  
 Health Director  
 San Antonio Metropolitan Health District

By: \_\_\_\_\_

Gordon V. Hartman  
 President  
 Multi Assistance Center Management Company

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney