

AN ORDINANCE 2006-03-30-0425

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY, CENTER FOR HEALTH CARE SERVICES (CHCS), AND UNIVERSITY HEALTH SYSTEM (UHS) FOR: (1) DETAINEE PSYCHIATRIC SCREENING AND CARE AT THE CRISIS CARE CENTER; (2) PRISONER MEDICAL SCREENING AND MINOR MEDICAL CARE AT THE CRISIS CARE AND/OR UHS ACUTE CARE CLINIC; AND (3) TELEPHONIC PHYSICIAN CONSULTATION SERVICES TO SUPPORT THE NURSES AT THE DETENTION CENTER, WITH A TERM COMMENCING APRIL 1, 2006 AND TERMINATING SEPTEMBER 30, 2006; AND AUTHORIZING ANNUAL RENEWALS FOR FIVE YEARS SUBJECT TO APPROPRIATION OF FUNDS; AND PROVIDING FOR PAYMENT.

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WHEREAS, one of the San Antonio Police Department's measures of quality service is maintaining or increasing the patrol availability factor ("PAF"), which measures the actual time a patrol officer is available to provide a continual active presence within the city's neighborhoods and communities; and

WHEREAS, prior to September 2005, arrestees in the custody of a San Antonio Police Department ("SAPD") officer were transported to the City's Detention Center, located at the Municipal Courts building at 401 S. Frio, to be booked and held for magistration; and

WHEREAS, arrestees determined to be ill or injured prior to booking into the Bexar County Jail System were then transported to the University Hospital Emergency Care Unit, located more than eight miles away in the northwest section of the City, with an estimated processing time lasting three to six hours, including transporting and guarding; and

WHEREAS, The SAPD has determined that its officers spend approximately 16,614 hours annually handling prisoners that require medical treatment of some kind, with nearly seventy percent (70%) of those hours, or 11,504, classified as on-duty time, while the remaining 5,110 hours are on overtime status; and

WHEREAS, the adopted budget for fiscal year 2005 approved allocating \$100,000 from the Police Confiscated Property Fund to support the Crisis Care Center that will provide preferred medical assistance to detainees requiring care; and

WHEREAS, the University Health System (UHS), the Center for Health Care Services (CHCS), the University Physicians Group (UPG) and various City departments, including the San Antonio Metropolitan Health District, the SAPD, and the San Antonio Municipal Courts Department, have been involved in the expansion of the downtown Urgent Care Clinic, located at 527 N.

Leona Street and the resulting proposed Interlocal Agreement, a copy of which is included as Attachment I; and

WHEREAS, this expansion serves two key purposes: (1) establishment of a Crisis Care Center operating on a 24-hour basis while providing medical and mental health screenings with ten 23-hour observation beds; and (2) medical screening for arrestees, public inebriates, and other detainees of the City's Detention Center at the Acute Care Clinic; and

WHEREAS, the expansion may reduce, by approximately half, the amount of time an officer spends transporting and guarding arrestees, thus allowing more officers to be available for patrol and to respond to calls for service; and

WHEREAS, the Municipal Court Department has contracted nursing staff at the Detention Center who are currently required to call a contracted physician for a medical determination of an arrestee prior to treating or transport; and

WHEREAS, the San Antonio Metropolitan Health District ("SAMHD") currently holds this contract for physician consultation services for medical evaluations of arrestees, which was approved in the FY 2005 budget in the amount of \$36,000, paid from the Municipal Courts Department; and

WHEREAS, with the implementation of this Interlocal Agreement, SAMHD will cancel their physician consultation contract and the nurses at the Detention Center will call physicians contracted through CHCS for the Crisis Care Center; and

WHEREAS, the proposed Interlocal Agreement is consistent with City Council policy of providing intergovernmental assistance for the purpose of crime prevention and related initiatives, **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council authorizes and approves the terms contained in the Interlocal Agreement in Attachment I.

SECTION 2. The City Manager or her designee is authorized to execute the Agreement approved in Section 1 within 60 days from the effective date of this Ordinance.

SECTION 3. Funds for this expenditure are available in the FY06 budget in Fund 29040000, CONFISCATED PROPERTY-VICE SEIZURES, Cost Center 1711050001, VICE ACCOUNT, General Ledger 5201040, Fees to Professional Contractors (\$100,000) and Cost Center 030206003, MEDICAL SERVICES, General Ledger 5204050 Maintenance and Repair Building and Improvements (\$18,000.00).

SECTION 4. Payment of \$118,000 is authorized to be made to the Center for Health Care Services and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective immediately upon the passage of eight affirmative votes or if not so passed, then on the tenth (10th) day after passage.

PASSED AND APPROVED this 30th day of March, 2006.



M A Y O R

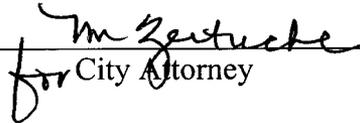
PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

Agenda Voting Results

Name: 14.

Date: 03/30/06

Time: 09:46:01 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of an Interlocal Agreement between the City, Center for Health Care Services (CHCS), and University Health System (UHS) for detainee psychiatric screening and care at the Crisis Care Center; prisoner medical screening and minor medical care at the Crisis Care Center and/or UHS Acute Care Clinic; and telephonic physician consultation services to support the nurses at the Detention Center, with a term commencing April 1, 2006 and terminating September 30, 2006; and authorizing annual renewals for five years subject to appropriation of funds. [Presented by Albert A. Ortiz, Police Chief; Erik J. Walsh, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

ATTACHMENT I

STATE OF TEXAS

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**INTERLOCAL AGREEMENT
CONCERNING UTILIZATION OF
THE CRISIS CARE CENTER AND
UNIVERSITY HEALTH SYSTEM
ACUTE CARE CLINIC**

COUNTY OF BEXAR

This INTERLOCAL AGREEMENT CONCERNING UTILIZATION OF THE CRISIS CARE CENTER AND UNIVERSITY HEALTH SYSTEM ACUTE CARE CLINIC (the "Agreement") is made and entered into by and between the following parties;

CITY OF SAN ANTONIO, hereinafter referred to as CITY, a Texas Home Rule Municipality, BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH/MENTAL RETARDATION SERVICES, dba CENTER FOR HEALTH CARE SERVICES hereinafter referred to as CHCS, a political subdivision of the State of Texas, and the BEXAR COUNTY HOSPITAL DISTRICT, dba UNIVERSITY HEALTH SYSTEM, a political subdivision of the State of Texas hereinafter referred to as UHS.

CITY, CHCS and UHS shall collectively hereinafter be referred to as PARTIES.

This Agreement is entered into by PARTIES pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WITNESSETH

WHEREAS, the Center for Health Care Services (CHCS) is the designated mental health and mental retardation authority for Bexar County; a community mental health mental retardation center established under Section 531.004 of the Texas Health and Safety Code; and

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) is the recognized public health authority for CITY and Bexar County; and

WHEREAS, University Health System (UHS) is a hospital district established under Article IX, Section 4 of the Texas Constitution and Chapter 281 of the Texas Health and Safety Code, whose public purpose is providing medical and hospital care to the needy and indigent of the community; and

WHEREAS, the San Antonio Police Department (SAPD) is the recognized law enforcement agency for CITY; and

WHEREAS, CITY through its Department of Municipal Courts operates a detention center (Detention Center) at 401 S. Frio; and

WHEREAS, UHS leases space to CHCS for the purpose of operation of a Crisis Care Center to provide 24-hour mental health services in the University Health Center-Downtown facility located at 527 N. Leona; and

WHEREAS, UHS has entered into agreements with CHCS to facilitate the provision of medical screenings and minor medical treatment to persons who need such services who have been arrested/detained by law enforcement agencies and for persons who are being detained or who are in treatment by certain governmental agencies and substance abuse providers; and

WHEREAS, UHS makes medical screenings and minor medical treatment services available at its Acute Care Clinic in the UHC-Downtown facility, located at 527 N. Leona during regular hours of operation, and CHCS provides functional oversight of these services subject to and through contractual agreements with the University Physicians Group, also located in the UHC-Downtown facility at 527 N. Leona at all times that UHS Acute Care Clinic is not open to facilitate physician services availability twenty-four (24) hours per day; and

WHEREAS, CHCS provides psychiatric crisis services at its Crisis Care Center located in the UHC-Downtown facility located at 527 N. Leona which are available twenty-four (24) hours per day; and

WHEREAS, currently the CITY has physicians under contract as consultants to provide after-hours on-call physician services to the Detention Center for nursing support; and

WHEREAS, UHS provides to the CHCS Crisis Care Center non-physician services twenty-four (24) hours per day related to biomedical specimens supplied by CHCS and certain imaging services as an independent contractor; and

WHEREAS, UHS and CHCS have or have contracted for the required medical assets and expertise to provide services to CITY; and

WHEREAS, the governing bodies of CITY, CHCS and UHS believe that it is in the best interest of all PARTIES for CHCS and UHS to provide reasonable and necessary mental health/medical screening and minor medical care services for all detainees/arrestees needing such care that are in CITY's care/custody/control; and

WHEREAS, the intent of UHS, CHCS and CITY in carrying out the Crisis Care Center project at the UHS Acute Care Clinic and the CHCS Crisis Care Center is to increase the efficiency and effectiveness of each of the PARTIES to develop a unified system and avoid duplication of services to better serve the needs of the patient;

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein, PARTIES agree as follows:

ARTICLE I **PURPOSE**

1.01 The purpose of this Agreement is to establish the terms and conditions under which CHCS will provide CITY with twenty-four (24) hour reasonable and necessary mental health services at the Crisis Care Center and CHCS and UHS will provide CITY with medical screening and minor medical care at the UHS Acute Care Clinic, as well as twenty-four (24)

hours per day/ seven (7) days per week telephone physician consultation services to support the nurses at the Detention Center.

ARTICLE II
TERM

2.01 The term of this Agreement is for six (6) months commencing on April 1, 2006 and terminating on September 30, 2006. Upon termination of the initial six (6) month term, the PARTIES may renew the Agreement on an annual basis for five (5) years, subject to appropriation, unless one of the PARTIES gives the other Party written notice of its desire not to renew the Agreement at least thirty (30) days prior to the expiration of the current term.

ARTICLE III
DESIGNATED REPRESENTATIVES

3.01 CITY hereby appoints the Chief of Police of the San Antonio Police Department or his designee as its designated representative with regard to the services to be performed herein. CITY may change its designated representative at any time and must provide CHCS and UHS with written notice of the change pursuant to Article X.

3.02 CHCS hereby appoints its Chief Operating Officer or his designee as its designated representative with regard to the services to be performed herein. CHCS may change its designated representative at any time and must provide CITY and UHS with written notice of the change pursuant to Article X.

3.03 UHS hereby appoints its President/Chief Executive Officer or his designee as its designated representative with regard to the services to be performed herein. UHS may change its designated representative at any time and must provide CITY and CHCS with written notice of the change pursuant to Article X.

ARTICLE IV
CHCS AND UHS OBLIGATIONS

4.01 CHCS shall provide twenty-four (24) hour psychiatric care at its Crisis Care Center and shall provide functional oversight for medical screening and reasonable and necessary minor medical treatment services through contractual arrangements with University Physicians Group in the UHC-Downtown facility, located at 527 N. Leona at all times that the UHS Acute Care Clinic is not open pursuant to this Agreement.

4.02 UHS shall provide medical screenings and reasonable and necessary minor medical treatment services provided pursuant to this Agreement.

4.03 UHS shall provide to the CHCS at its Crisis Care Center and at UHS' Acute Care Clinic non-physician services twenty-four(24) hours per day related to biomedical specimens supplied by CHCS and certain imaging services as an independent contractor pursuant to this Agreement.

4.04 The CHCS's contracted Medical Director of the medical treatment services provided at the UHS Acute Care Clinic, in concurrence with the UHS Acute Care Clinic Medical Director, or their designees, are authorized to develop and execute administrative directives and appropriate medical protocol to facilitate coordination of services for the operation and management of the reasonable and necessary minor medical treatment services provided pursuant to this Agreement. CHCS shall develop and execute administrative directives and appropriate medical protocol for psychiatric emergency care provided at its Crisis Care Center pursuant to this Agreement.

4.05 The CHCS's contracted Medical Director of the medical treatment services provided at the UHS Acute Care Clinic, in concurrence with the UHS Acute Care Clinic Medical Director, or their designees, are authorized to develop and execute administrative directives and appropriate medical protocol to facilitate coordination of services for the provision of twenty-four (24) hours per day, seven (7) days per week telephonic physician services in an efficient manner to all contract nursing staff of the CITY Detention Center pursuant to this Agreement.

4.06 CHCS shall communicate with CITY regarding policy or procedural changes in the provision of the applicable aforementioned services, including policy or procedural changes in the provision of services of the UHS Acute Care Clinic. CHCS shall provide thirty (30) days notice to CITY prior to lapse or termination of its contracts with the UHS for lease space for the Crisis Care Center and/or its contract for the provision of non-physician services related to biomedical specimens and certain imaging services. UHS shall also provide thirty (30) days notice to CITY prior to lapse or termination of any/or all of its contracts for the provision of physician services for its Acute Care Clinic at the UHC-Downtown facility. CHCS shall also provide thirty (30) days notice to CITY prior to lapse or termination of any/or all of its contracts for the provision of physician services for the UHS Acute Care Center.

4.07 CHCS, its staff, as well as the contracted Medical Director of the UHS Acute Care Center shall allow a minimum of five (5) visits quarterly by the Director of Health for SAMHD, or his designee, for the purpose of observing that the public health concerns treated within the facility meet SAMHD standards of care. The Medical Directors for CHCS and UHS or their designees, shall be allowed site visits at the CITY Detention Center as needed.

ARTICLE V

DESCRIPTION OF SERVICES

5.01 Staffing and operation of a centralized and consolidated twenty-four (24) hour per day, seven (7) days per week, three hundred sixty five (365) days per year CHCS Crisis Care Center and/or UHS Acute Care Clinic for the purpose of screening for and treating minor medical problems as well as screening for mental illness at the University Health Center-Downtown facility at 527 N. Leona for persons presenting with:

- Symptoms of mental illness only
- Symptoms of mental illness with minor medical problems
- Symptoms of minor medical problems only
- Symptoms of substance abuse or dependence

5.02 Persons with problems outlined in **Section 5.01** and in the custody of the following law enforcement agencies and institutions shall be accepted by the Crisis Care Center and/or UHS Acute Care Clinic:

- San Antonio Police Department
- Bexar County Sheriff's Office
- Department of Municipal Courts of the City of San Antonio
- Bexar County Adult Detention Center
- Law Enforcement agencies of local municipalities

5.03 In addition to the agencies listed in **Section 5.02**, the Crisis Care Center and/or UHS Acute Care Clinic will accept appropriate referrals (**Section 5.01**) from substance abuse treatment providers and the Applewhite Adult Probation Residential Program.

5.04 Persons referred by law enforcement agencies shall be considered high priority and will be received and treated in such a manner that ensures safe, effective services and rapid turnaround.

5.05 Any person referred by any source who, in the professional opinion of the attending physician, is in need of immediate emergency care shall be considered highest priority over those described in Section 5.04.

5.06 Referrals shall be made as medically indicated and appropriate from the CHCS Crisis Care Center and/or UHS Acute Care Clinic to various medical and psychiatric institutions including but not limited to the following agencies:

- University Hospital Emergency Center
- San Antonio State Hospital
- Private Hospitals as medically appropriate
- Bexar County Adult Detention Center
- City Detention Center

5.07 Ten (10) twenty-three (23) hour observation beds shall be provided at the CHCS Crisis Care Center for the purpose of evaluation of persons referred to the clinic who are exhibiting symptoms that indicate the possibility of harm to self or others and who are therefore likely in need of hospitalization.

5.08 CHCS through its contracted Medical Director in coordination with the UHS Acute Care Clinic shall provide effective twenty-four (24) hours per day, seven (7) days per week telephonic physician services in an efficient manner to all contract nursing staff of the City Detention Center.

ARTICLE VI **CONSIDERATION**

6.01 In consideration for the services provided by CHCS pursuant to this Agreement, compensation shall be paid in accordance with Article VII (Payment for Services).

ARTICLE VII
PAYMENT FOR SERVICES

7.01 CITY agrees to pay CHCS a one-time payment from current revenue available of One Hundred Thousand Dollars (\$100,000.00) in a lump sum upon presentation of a final invoice. The invoice should be sent to:

San Antonio Police Department
Attention: Fiscal Planning Manager
214 W. Nueva, Suite 331
San Antonio, TX 78207

7.02 CITY agrees to pay CHCS Eighteen Thousand Dollars (\$18,000.00) for the remainder of the CITY fiscal year, renewable at Thirty Six Thousand Dollars (\$36,000.00) per CITY fiscal year, subject to annual appropriation, payable in quarterly installments of Nine Thousand Dollars (\$9,000.00), for physician consultation services provided under this Agreement to the contract nursing staff at the Detention Center. The invoice should be sent to:

City of San Antonio Finance Department
P.O. Box 839976
San Antonio, TX 78283-3976

with a copy to:

Municipal Court Department Director's Office
Detention Center
401 S. Frio
San Antonio, TX 78207-4432

7.03 CHCS shall issue a quarterly evaluation summary outlined in ARTICLE VIII (STATISTICS AND DOCUMENTATION) to CITY addressed to the Chief of Police of the San Antonio Police Department or his designee, pursuant to Section 8.02 herein. CHCS shall also send copies of this summary to the addresses in Section 8.03 herein. CHCS shall issue its initial quarterly evaluation summary on the first day of the months of July and October. Thereafter, if this Agreement is renewed, subject to annual appropriation, the quarterly evaluation summary shall be due on the first day of the months of January, April, July and October.

7.04 Payment required under this Agreement shall be made payable to the CHCS and forwarded to:

Center for Health Care Services
3031 IH10 West
San Antonio, Texas 78201

7.05 Nothing agreed herein shall give CITY, or its residents provided for hereunder, any claim or equity to CHCS or UHS buildings or equipment now existing or acquired during this Agreement.

ARTICLE VIII
STATISTICS AND DOCUMENTATION

8.01 CHCS agrees to provide CITY's designated representatives with a quarterly evaluation summary to include the following information as it pertains to Crisis Care Center services and UHS Acute Care Clinic services:

Number of referrals received by month and referral source for:

- Symptoms of mental illness only
- Symptoms of mental illness with minor medical problems
- Symptoms of minor medical problems only
- Symptoms of substance abuse or dependence

Number of referrals screened by month for:

- Symptoms of mental illness only
- Symptoms of mental illness with minor medical problems
- Symptoms of minor medical problems only
- Symptoms of substance abuse or dependence

Number of referrals treated by month for:

- Symptoms of mental illness only
- Symptoms of mental illness with minor medical problems
- Symptoms of minor medical problems only
- Symptoms of substance abuse or dependence

Number of referrals rejected by month and referral source for:

- Reason rejected and final disposition of each case
- Number of persons admitted into twenty-three (23) hour emergency, observation beds
- Report of any unusual events occurring at Detention Facility inclusive of all EMS calls.

8.02 The quarterly evaluation summary provided by CHCS pursuant to Section 7.03 herein above, shall be forwarded to:

San Antonio Police Department
Attention: Patrol Division, Executive Office
214 W. Nueva
San Antonio, TX 78207

8.03 Copies of the quarterly evaluation summary provided by CHCS pursuant to Section 7.03 herein above, shall be forwarded to:

Municipal Court Department Director's Office
Detention Center
401 South Frio
San Antonio, TX 78207-4432

and

Director of Health
San Antonio Metropolitan Health District
332 W. Commerce
San Antonio, TX 78205

ARTICLE IX
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

9.01 This Agreement shall not be construed to establish a "business associates" relationship as that term is defined in and for purposes of the Health Insurance Portability and Accountability Act, ("HIPAA") and implementing regulations issued pursuant thereto.

9.02 This Agreement does not contemplate or permit disclosure of "protected health information" except for treatment purposes as that term is defined under and for purposes of HIPAA. Any and all exchange and/or disclosure of "protected health information" between the PARTIES shall be in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and all applicable state and federal statutes and regulations. PARTIES shall comply and shall cause its employees or persons performing services hereunder (including subcontractors) to comply with applicable provisions of HIPAA to the extent such law and regulations apply regarding patient and medical record confidentiality. Each PARTY assumes full responsibility for any breach of confidence by its employees or its personnel with regard to the provision of services under this Agreement.

ARTICLE X
MEDICAL RECORDS

10.01 At its Crisis Care Center, CHCS shall utilize, possess and maintain its own treatment records, medical history forms, consent forms, and monitoring forms. At the Detention Center, CITY shall utilize, possess and maintain its own treatment records, medical history forms, and consent forms. UHS shall utilize, possess and maintain its own laboratory and radiology forms and records. The UHS Acute Care Clinic at UHC-Downtown shall utilize, possess and maintain its own treatment records and forms. Each Party shall utilize and maintain its own separate record retention system.

10.02 Each Party maintains its own records and therefore in the event of a request for records governed under the Public Information Act, Chapter 552, Texas Government Code (the "Act"), the Party from whom records have been requested shall respond to said request in compliance with applicable provisions of the Texas Government Code. Consultation regarding request for

With a copy to: University Health System
Legal Services
4502 Medical Drive
San Antonio, Texas 78229-4493

If to CITY: City of San Antonio
City Manager's Office
P.O. Box 839966
San Antonio, Texas 78283

With copies to: San Antonio Police Department
214 W. Nueva
San Antonio, Texas 78205
ATTN: Chief of Police

City of San Antonio
External Relations Department
P.O. Box 839966
San Antonio, Texas 78283
ATTN: Director

City of San Antonio
Municipal Courts Department
401 S. Frio
San Antonio, Texas 78207
ATTN: Director

ARTICLE XIII **INDEPENDENT CONTRACTORS**

13.01 It is expressly understood and agreed that this Agreement does not create an employer/employee relationship between the PARTIES. UHS, CHCS and CITY are independent contractors with no employment relationship between the PARTIES. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers and no Party to this Agreement shall have the power to obligate or bind any other Party in any manner whatsoever.

ARTICLE XIV **CORPORATE PRACTICE OF MEDICINE**

14.01 Nothing contained herein is intended to (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) aid the PARTIES or any corporation to practice medicine when in fact such corporation is not licensed to practice medicine; or (c) constitute or result in any other act or create any other arrangements in violation of the Texas Medical Practice Act currently codified in the Texas Occupations Code.

ARTICLE XV
STARK LAW AND PROHIBITION AGAINST SOLICITATION OF PATIENTS

15.01 PARTIES enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state, and local law, including but not limited to the federal Stark law, the federal anti-kickback statute, and the Texas prohibition against the solicitation of patients. Notwithstanding any unanticipated effect of any of the provisions herein, PARTIES will not intentionally conduct themselves under the terms of this Agreement in a manner to constitute a violation of the Stark law, anti-kickback statute, or the Texas prohibition against the solicitation of patients. PARTIES acknowledge and agree that this Agreement does not require, and shall not be construed to require (either directly or indirectly, explicitly or implicitly), use of the University Hospital, or any other facility or service related to University Health System, or the admission or referral of any patients to the University Hospital or other facilities related to University Health System.

ARTICLE XVI
ASSIGNMENT

16.01 Each of the PARTIES may not assign its rights, privileges or obligations under this Agreement, in whole or in part, without the written consent of the governing body of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE XVII
LEGAL CONSTRUCTION

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

ARTICLE XVIII
COMPLIANCE WITH LAWS AND ORDINANCES

18.01 PARTIES hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Agreement.

ARTICLE XIX
TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas. PARTIES hereto agree that venue for any action brought hereunder is proper in Bexar County, Texas.

APPROVED:

CITY OF SAN ANTONIO

Sheryl Sculley
CITY MANAGER

APPROVED AS TO FORM:

Michael D. Bernard
CITY ATTORNEY

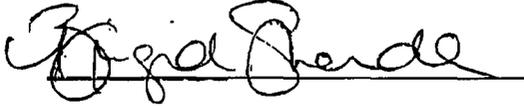
RECOMMENDED:



Joseph Perretta, In-House Counsel
Center for Health Care Services
ATTEST:

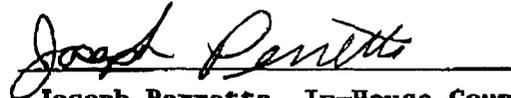
Leticia Vacek
CITY CLERK

APPROVED:



CITY OF SAN ANTONIO

RECOMMENDED:



Joseph Perretta, In-House Counsel
Center for Health Care Services
ATTEST:

Sheryl Sculley
CITY MANAGER

Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

Michael D. Bernard
CITY ATTORNEY