CHW
11/12/15
Item No. 25A

AN ORDINANCE 2015-11-12-0951

AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH EMERGENCY MEDICAL TECHNICIAN TRAINING AND EMERGENCY MEDICAL SERVICES SYSTEM OVERSIGHT FOR AN AMOUNT UP TO $921,688 IN FY 2016 AND, IF RENEWED, $1,267,648 IN FY 2017.

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WHEREAS, it is necessary to contract with an entity to provide the San Antonio Fire Department with emergency medical technician (EMT) training and emergency medical services (EMS) system oversight; and

WHEREAS, the University of Texas Health Science Center at San Antonio (UTHSCSA) is willing and able to provide the required services; and

WHEREAS, the contract will be for a period beginning January 1, 2016, and ending September 30, 2016, and provides for one one-year extension; and

WHEREAS, said contract shall be for an amount not to exceed $921,688 for the initial term; and

WHEREAS, said contract shall be for an amount not to exceed $1,267,648 for the option year; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designee are hereby authorized to execute an interlocal agreement with the UTHSCSA to provide the San Antonio Fire Department with EMT training and EMS system oversight that contains substantially similar terms and conditions as those contained in the agreement attached hereto as **Exhibit I**. Should the parties fail to execute an agreement within ninety days of the effective date of this Ordinance, further City Council authorization shall be required.

SECTION 2. Funding in an amount up to $921,688 for this Ordinance is available in Fund 11001000, Cost Center 2015050002, and General Ledger 5201040 as part of the FY 2016 budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to University of Texas Health Science Center at San Antonio and should be encumbered with a purchase order.

SECTION 4. Future funding for the possible extension of the contract period of this Ordinance is contingent upon City Council approval of the FY 2017 budget.

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 to 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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 12th day of November, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**25A (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18, 19, 21, 22, 24, 25A, 25B)**
Date:	11/12/2015
Time:	12:21:40 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an interlocal agreement with the University of Texas Health Science Center at San Antonio to provide the San Antonio Fire Department with emergency medical technician training and emergency medical services system oversight for an amount up to $921,688 in FY 2016 and, if renewed, up to $1,267,648 in FY 2017.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6	x					
Cris Medina	District 7		x				x
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EMS MEDICAL CONTROL AND TRAINING AGREEMENT

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Tex. Gov. Code §791.011 et. seq._by and between the City of San Antonio (CITY), a Texas municipal corporation, acting through its City Manager pursuant to Ordinance No. ____-__-__-____, passed on November 12, 2015, and the University of Texas Health Science Center at San Antonio (CENTER).

WHEREAS, the CITY operates the Emergency Medical Services (EMS) throughout the CITY, a service providing emergency medical care and ambulance transport to hospital emergency rooms for those determined by medical standards to be in need; and

WHEREAS, this service is provided by the San Antonio Fire Department (SAFD), and in order for the SAFD to provide emergency medical services, the CITY needs online and offline EMS Medical Control Services, Emergency Medical Technician professional training, and mandated continuing education for all levels of Emergency Medical Technicians; and

WHEREAS, "EMT" means any SAFD Emergency Medical Technician of any level; and

WHEREAS, "EMTs" means all SAFD Emergency Medical Technicians of all levels; and

WHEREAS, the CENTER has, in the past, provided these services and the CITY wishes to arrange for such services; and

WHEREAS, the CENTER is willing to undertake these tasks; **NOW THEREFORE:**

The parties hereto, severally and collectively, agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

SECTION A
SAFD MEDICAL DIRECTOR, SAFD ASSISTANT MEDICAL DIRECTOR AND SAFD ADMINISTRATION

1. The CENTER shall appoint the Chair of Emergency Health Sciences as liaison to SAFD for medical training as outlined in this agreement.

2. CENTER shall immediately notify the Fire Chief if a CENTER employee associated with the provision of services covered in this contract is investigated due to administrative or policy infractions. CENTER shall provide any findings or results of said investigation to the Fire Chief upon conclusion of the investigation.

3. Official points of contact for the SAFD, will be the Fire Chief and the Assistant Fire Chief and/or Designee. The Assistant Fire Chief and/or Designee (or designee) shall be the primary point of contact. The SAFD Medical Director shall direct all non-medical

outside entities' inquiries, issues and complaints concerning Medical Direction to the Assistant Fire Chief and/or Designee.

4. CITY will provide access and technical support, as available, to the EMS patient care database for CENTER to obtain information to enable performance improvement activities. As adequate funding, equipment, and staffing are available, CITY will provide sufficient computer equipment and programming support to facilitate access to patient care and run data as it becomes available, as deemed appropriate by the Fire Chief or designee. CENTER will not be expected to perform said services in the case of a lack of adequate funding, equipment, data availability and staffing on the part of the CITY, as outlined in the above paragraph. Upon request, CITY will furnish statistical reports as appropriate and/or as they become available, with inclusion of the following information: patient distribution analysis by hospital, by unit, by time of day, by municipality served, by incident and by medical complaint. Routine reports will be determined by the SAFD Medical Director and Fire Chief and/or Designee. Urgent requests will be coordinated by the SAFD Medical Director and Fire Chief and/or Designee.

SECTION B
ON LINE MEDICAL CONTROL SERVICES

1. Personnel performing online medical control shall be a Registered Nurse and/or a Licensed and/or Certified Paramedic faculty member of the Department of Emergency Health Sciences, hired by the CENTER and shall be named a Civilian Training Officer (CTO) and trained by the SAFD Medical Director. Medical Control personnel will assume and carry out duties and responsibilities as per SAFD SMOPs and associated policies, under the delegated authority of the SAFD Medical Director.

2. During their assigned duty period, personnel serving as online medical control shall remain available on a twenty-four hour basis, seven days a week and respond immediately to calls from SAFD field personnel. All personnel designated as online Medical Control shall:

    a. Be thoroughly familiar with EMS practices and the SAFD Standard Medical Operating Protocols (SMOPs) to levels acceptable to the EMS SAFD Medical Director and the Fire Chief and/or designees.

    b. Remain cognizant of the conditions and circumstances encountered and confronted by field personnel, as well as their levels of training and shall conduct telephone exchanges with courtesy, respect, and patience at all times.

    c. Provide requested Performance Improvement written reports to the SAFD Medical Director and the Fire Chief and/or Designee in a timely manner.

    d. Follow policies and procedures related to online Medical Direction Protocols and any related policies, procedures, and/or directives related to their role as Medical Control, as developed, promulgated, and established by the SAFD.

3. The CITY shall continue to provide Medical Control/Medical Direction channels and radios, mobile phones, or mobile phone apps for use by online Medical Control/Medical Direction personnel. The Cellular Phone System provided and maintained by the CITY to the online consultants will be utilized strictly as a back-up to the radio system and will be utilized for consultations / contact / communications with field personnel in the event of radio system failure. The number of radios and channels provided to Medical online providers shall be at the discretion of the Fire Chief and/or Designee. As a norm, contact with online Medical Control will be initiated and conducted on medically-designated channels as approved and available. Medical Direction may be accomplished by cellular phone or radio transmission.

4. The City shall have the right to disapprove any particular person for continued duty as online Medical Control at any time during the life of this Agreement, offering explanation for the disapproval in writing to the Chair of the EHS Department, with a copy to the SAFD Medical Director, and shall require that, at the CITY's request, said individual be removed from online Medical Control. Online Medical Control coverage concerns resulting from such actions, whether permanent or temporary in nature, shall be assumed by the SAFD Medical Director. Patterns of unacceptable behavior, as perceived or judged by the Fire Chief or any designee and/or their respective command staffs, will be addressed during the quarterly Medical Control Performance Improvement Meetings or other meetings coordinated and facilitated by the SAFD Medical Director and/or the Fire Chief and/or Designee. Continued behavior judged to be unacceptable may result in disapproval, as indicated in this Agreement.

SECTION C
INITIAL AND CONTINUING EMT EDUCATION

1. The CENTER shall be the educational provider for initial EMT-Basic and EMT-Paramedic certification and continuing education training for recertification. SAFD students in these classes may be officially enrolled students of the CENTER, when attending EMT-Basic and EMT-Paramedic initial training. SAFD personnel who receive initial certification and continuing education from another institution must be approved for field duty by the SAFD Medical Director to perform at the level certified following the credentialing guidelines. The City may at any time exercise its authority to directly provide initial EMT-Basic training and EMT-Basic continuing education in whole or part to its personnel. In the event the City chooses to exercise this option the City would give the CENTER notice by March 1 for an effective date of September 1.

2. Upon successful completion of a specified course, a student will be eligible to apply for certification or re-certification, licensure or re-licensure by DSHS or its designate by law depending on the course. All course content and instruction shall be taught at a minimum in accordance with applicable State standards, laws, guidelines and procedures, and by the Committee on Accreditation of Educational Programs for the EMS Professions (CoAEMSP). Additional curriculum development may be accomplished by the CENTER in conjunction with the CITY through the Fire Chief and/or Designee or designee.

3. The CITY agrees that it is a student's responsibility to meet the CENTER's minimum requirements for enrollment, behavior, attendance and successful completion of the prescribed course of study in accordance with the rules and regulations of the Department of Emergency Health Sciences and the University of Texas System as documented in official Student Services publications. Failure of any student to meet enrollment requirements, state or national certification or recertification requirements, and attend classes or sessions as scheduled shall be immediately brought to the attention of the Fire Chief or appropriate designee(s).

4. The CITY reserves the right to designate personnel to receive initial and/or continuing education, provided those persons satisfy the requirements as prescribed by Texas law to enter the course.

    a. The CITY will provide, at the beginning of the contract year or as soon as available thereafter, a listing of sponsored certified or licensed personnel who are to receive EMT-Basic or EMT-Paramedic continuing education training.

    b. To the extent allowed by law, for its designated initial education EMT-B and EMT-P students, the CITY shall assist the CENTER in complying with CENTER's immunization and/or health testing requirements and enrollment requirements.

5. Student records for all courses taught by the CENTER are confidential in accordance with state and federal law. These records will be maintained at the CENTER and access to these records will be provided in accordance with state law.

6. Tuition and Fees for January 1, 2016 – September 30, 2016.

    a. The following fees may apply:

EMT-Paramedic Recertification for Retesting	$475 per student for a 48-hour refresher course, or $950 for a 96-hour refresher course as required by DSHS if a candidate fails the third certification exam attempt or a certification lapses more than 90 days) or most current rate as posted by DSHS.
EMT-Basic Recertification for Retesting	$300 per student (48-hour course, as required by DSHS if a candidate fails the third certification exam attempt or a certification lapses more than 90 days) or most current rate as posted by DSHS.

    b. Fees for credit hour courses are subject to change based on approval from the University of Texas System Administration or Texas legislative mandates.

c. Fees are set according to the University of Texas System academic calendar (August – August). CENTER will notify the CITY of any fee increases by February 28.

d. The following fees shall apply:

a) Year 1 (FY16) and Year 2 (FY17), 2 EMT-B and 2 Paramedic Courses per year. Each class will have a minimum of 15 and maximum of 50 students. Should additional courses be needed, both parties will discuss potential scheduling and logistics.

	Year 1 Jan 1, 2016 - Sept 30, 2016		Renewal Option Oct 1, 2016 - Sept 30, 2017	
	EMT Basic 6 Credit Hours	Paramedic Training 33 Credit Hours	EMT Basic 6 Credit Hours	Paramedic Training 33 Credit Hours
Instructors	$ 90.96	$ 897.88	$ 790.96	$ 3,397.88
Technology Fee	$ 60.00	$ 300.00	$ 60.00	$ 300.00
Student Services	$ 110.00	$ 110.00	$ 110.00	$ 110.00
Library Fee	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Application Fee	$ 60.00	$ 60.00	$ 60.00	$ 60.00
Student ID	$ 10.00	$ 10.00	$ 10.00	$ 10.00
Parking Fee	$ 14.04	$ 42.12	$ 14.04	$ 42.12
National Registry Skills Testing Fee	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Security Background Check	$ 55.00	$ 55.00	$ 55.00	$ 55.00
Clinical Simulation Fee	$ -	$ 225.00		$ 225.00
Total Cost Per Student	**$ 700.00**	**$ 2,000.00**	**$ 1,400.00**	**$ 4,500.00**

7. Course fees listed do not include texts (costs dependent on advertised price by publisher at time of course). These costs will be added to the fees listed above for each student.

8. The CENTER agrees to waive the following fees for the period of this contract:

   a. Medical Services Fee

   b. Liability Insurance

   c. Student Health Insurance

   d. Recreation Facility Fee

9. The CENTER will exempt state tuition and lab fees for eligible CITY personnel enrolled in the EMT and Paramedic certification program in accordance with the requirements of TEC Section 54.208. CITY personnel who do not meet Firefighter Tuition Exemption eligibility may be billed at published out of state tuition rates. The CITY agrees that all registering students will complete the CENTER's Firefighter Tuition Exemption Request Form prior to the beginning of a course and/or verify the eligibility of

registering personnel to this exemption through a memo from the SAFD to the UTHSC Office of the Bursar.

10. The CENTER agrees to provide the following procedures for personnel recertification:

    a. Before each continuing education class, the CENTER will confirm the roster of SAFD personnel with the EMS Chief or designee. The CENTER will confirm the expiration date of each of these SAFD personnel prior to the CE class.

    b. The CENTER will instruct each SAFD personnel during CE class attendance to complete a DSHS recertification application. If the SAFD personnel requests National Registry and/or Paramedic Licensure application, he/she must pay the additional fee and provide payment before the CE class concludes.

    c. The CENTER will collect the completed applications and submit payment to DSHS through the CENTER's Accounting Department. Processed payments will be sent to DSHS and these receipts sent to the CITY for reimbursements through processes delineated in this contract. CITY agrees to pay fifteen dollars per National Registry and/or Paramedic Licensure.

    d. The CENTER will verify, through the DSHS website, that SAFD personnel who completed the CE class and submitted a DSHS application become recertified by DSHS. The CENTER will notify the CITY of any SAFD personnel who are not confirmed to be recertified through the DSHS website, after a reasonable time (approximately 60 days) has passed.

    e. When SAFD personnel receive official notification of recertification via mail from DSHS, each SAFD personnel will provide a copy of their state certification, National Registry or licensure to EMS Administration's Office. Copies of personnel certifications or licenses will be sent to the CENTER for filing as part of the credentialing process as delineated in this contract. If personnel do not receive official notification within 60 days, the CITY needs to notify the CENTER of situation.

    f. The CENTER agrees to assist and facilitate the CITY with the recertification process to the best of its ability but stipulates, according to DSHS Rule 157.34 of the Texas Administrative Code, the final responsibility is with the certificate/licensee.

    g. The CITY agrees to facilitate the provision of schedules of its personnel to attend CE classes, the collection of personnel certifications, and report delays in receiving certification paperwork.

11. The CITY shall have the right to disapprove any particular person for continued duty as a Civilian Training Officer (CTO) or initial education instructor at any time during the life of this Agreement, offering written explanation for the disapproval to the Chair of

the EHS Department, with a copy to the SAFD Medical Director. CITY and CENTER will then work together to resolve any issue.

12. CITY agrees to make all paramedic personnel available to the CENTER for up to 6 hours per year, as requested by the SAFD Medical Director, and approved by the Fire Chief and/or Designee, in addition to their regularly scheduled continuing education. This additional educational time is to be used for training on new medications, equipment, protocols, and procedures being added to patient medical care protocols and procedures.

13. The CENTER agrees to coordinate and facilitate the administration of the skills testing, as required by the DSHS.

    a. CENTER shall provide an adequate number of proctors for exam.

    b. CENTER shall provide the facilities necessary to conduct the exam.

    c. CENTER shall provide the equipment necessary to conduct the exam.

14. The CENTER agrees to work with SAFD to provide a venue for the Paramedic graduation service. The venue would need to be accessible for graduating Paramedics and their family members.

    a. The CENTER agrees to provide a certificate of completion for each graduating member.

    b. The CENTER agrees to coordinate a photographer for the class photograph.

SECTION D
SYSTEM QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT SERVICES

1. The CENTER recognizes the SAFD's vision to be a nationally recognized leader in providing emergency services and commits to assisting the SAFD in attaining and maintaining the best possible emergency medical service delivery system. The Quality Assurance (QA) and Performance Improvement (PI) programs will be consistent with SAFD policy and processes.

2. The CENTER shall provide required DSHS and/or SAFD continuing education and performance improvement to all appropriate SAFD uniformed personnel. For the purpose of this Agreement, personnel performing theses services shall be known as Civilian Training Officers (CTOs).

    a. Civilian Training Officers shall be appointed as faculty in the Department of Emergency Health Sciences and shall be either, Texas Licensed or Certified Paramedics or Texas Licensed Registered Nurses, Bachelors degree is preferred

in a related field of study and must meet the eligibility to hire hire by the UT System. Personnel being considered for CTO positions who do not meet these requirements may still be approved by the Fire Chief and/or Designee, the SAFD Medical Director, and the Chair of the Department of EHS. All approvals shall be in writing and shall be made prior to the commencement of duties as a CTO. All personnel shall have demonstrated teaching ability, demonstrated proficiency in Emergency Medical Services, and be thoroughly familiar with EMS practices, policies, the Multi-Casualty Incident Policy (MCI), and the Standard Medical Operating Procedures (SMOPs). Medical oversight and supervision of CTO medical practice activities is authorized and provided by the SAFD Medical Director or designee.

b. Civilian Training Officers are responsible for evaluating field personnel and providing, coordinating, and instructing formal and informal Continuing Education activities. Unless precluded by Continuing Education, Performance Improvement or related activities as approved by the Fire Chief and/or Designee, each CTO will ride-out with EMS field personnel for a minimum of twenty (20) hours per week. During a call, the CTOs assume the role of evaluator and ensure that they are identified by MDT sign-on (as per policy) and on the patient form as being present during a given incident.

c. All paramedic contacts and evaluations will be maintained by the CENTER as required by DSHS and state law. As a minimum, each SAFD paramedic assigned to EMS will be formally evaluated on one (1) duty shift per calendar year, assuming paramedic availability (not on extended leave). A formal evaluation results in written and filed documentation of the proceedings. Fire suppression-appointed Paramedics, EMT-Basics, Airport Paramedics, Rescue and Hazmat Paramedics, and Communications Paramedics, will be evaluated at a minimum by chart audit. Field evaluations may be performed as needed based on CTO capability and when personnel safety is not compromised. A copy of an evaluation shall be made available to the City and the SAFD Paramedic being evaluated upon request.

d. If medical necessity occurs wherein the CTO is compelled to intervene during an EMS run or to provide expert assistance to patients commensurate with the CTO level of medical licensure/certification, then they will do so with the SAFD Medical Director's full authority and with full cooperation of SAFD personnel. This will be reported to the SAFD Medical Director as soon as reasonably possible for the record and for any subsequent performance evaluation.

e. For the duration of this agreement, the CENTER shall employ a minimum of eight (8) full-time-equivalent CTOs and two (2) full-time-equivalent CQI Nurse Coordinators, as needed to fulfill obligations set forth in this contract. The two (2) CQI Nurse Coordinators will have additional responsibilities as defined by the Medical Director and CENTER position description.

f. The CENTER shall inform the Fire Chief and/or Designee, as soon as possible, of any CTO separations (whether resignations, retirements, or terminations), long term absences, or hirings.

g. The CENTER shall fill any CTO vacancies within 60 days to maintain the minimum full-time-equivalent CTOs. The CENTER shall immediately provide notice to CITY of any vacancies. If CENTER cannot fill the CTO vacancies, the CENTER may operate at a capacity of less than eight (8) CTOs on a limited time basis, with the approval of the Fire Chief and/or Designee. In the event of a vacancy, the CENTER shall have the ability to hire a contract employee for no more than forty-five (45) days per vacancy.

3. The CENTER, under the direction of the SAFD Medical Director, utilizing the resources and personnel as listed in this Agreement, will provide support for a Performance Improvement (PI) program. The CENTER, through the SAFD Medical Director, CTO personnel, and the PI process, at a minimum will:

   a. During the Initial Education course, assure that an initial assessment of new EMTs has been conducted by providing documentation of:

      i. A written assessment of didactic knowledge evaluation, specific to the certification level of the applicant and focusing on the clinical information;

      ii. A situation-based practical evaluation;

      iii. A screening process by CENTER faculty to ensure the minimum educational requirements are met; and

      iv. Utilization of the SAFD Medical Training Officer when available and appropriate.

   b. Credential EMTs by providing documentation of:

      i. Individual certification/license of each certified employee as provided by CITY to the CENTER after completion of initial certification or recertification;

      ii. A process for EMTs to demonstrate skills proficiency to the satisfaction of the SAFD Medical Director;

      iii. A process for reintegration (i.e. bringing an individual from a prolonged inactive status back into active practice in the field); and

      iv. Performed field evaluations by the CENTER's CTOs, which would include demonstration of adequate patient care and scene control skills,

appropriate conduct and effective human communications by EMTs or demonstration of corrective remediation, etc.

c. Assure EMTs internship by providing documentation of:

   i. A process in which newly certified/licensed EMT and Paramedics, or EMT/Paramedics removed from service due to prolonged absence, and other personnel, as required by the SAFD Medical Director, ride as a third person until the CTO establishes that said personnel have met pre-established competencies/prerequisites as defined by the SAFD Medical Director and agreed upon by the Fire Chief or appropriate designee; and

   ii. Utilization of the SAFD Medical Training Officer when available and appropriate.

d. Assure and maintain professional development of EMTs by maintaining and providing documentation:

   i. Of professional development training of EMTs in specific content areas and specific hourly requirements required to obtain at least the minimum continuing education hours as directed by the DSHS.

   ii. That EMTs receive continuing education in accordance with state requirements;

   iii. That the continuing education instruction spans the three learning domains: cognitive, affective and psychomotor;

   iv. That demonstrates programmatic strengths and performance improvement plans for weaknesses; and

   v. That the continuing education clinical content is defined and approved by the SAFD Medical Director.

e. Assure and maintain protocol/standard of care management by providing documentation of:

   i. On-going protocol review, updated according to current literature, practice techniques, executed and approved by the SAFD Medical Director;

   ii. A process for protocol knowledge assessment among EMTs; protocol assessment that reflects the on-going protocol review and revision, with structure and content defined and approved by the SAFD Medical Director and a defined remediation process with established timelines;

iii. A process for protocol criteria to be jointly defined by the SAFD Medical Director and the Fire Chief and/or Designee or designee; and

iv. A reassessment/re-education process and timeline that clearly identifies the criteria for identification of weakness and successful completion of re-education; or revocation of credentials if unsuccessful.

f. Support a quality improvement program by providing documentation of:

i. A monthly random chart review of at least 150 runs for compliance with documentation standards, correct protocol selection, and appropriate patient care;

ii. An annual cardiac arrest review in accordance with current acceptable criteria, with comparative analysis with regard to nationally acceptable criteria;

iii. Tracking individual performance of a minimum of three (3) skills for each EMT. These will include those skills as required by DSHS; and

g. Provide documentation in support of the system to respond to sentinel events as determined by the SAFD Medical Director:

4. The CENTER will maintain and update an Office of the SAFD Medical Director and Performance Improvement website for SAFD personnel. This site will serve as the information point for all medical directives, credentialing guidelines, infection control, announcements, and other topics as needed. The website will contain the official SMOPs version available for download by all SAFD personnel.

5. The CITY agrees to supply the CENTER with access to all patient care charts through electronic access. Should CENTER access fail, the CITY will allow the CENTER to temporarily utilize EMS workstations that continue to have access to patient care charts.

6. CENTER shall establish a comprehensive reporting system that will enable CITY to monitor CENTER's performance. Reports must be designed to provide data required to accurately measure performance. Reports must be provided on a regular schedule and in a format approved by CITY. At CITY's request, CENTER shall provide additional or different reports that those stated herein, or as modified by CITY. At a minimum, CENTER shall provide the following reports:

a. Reports for CTO field evaluations;

b. Reports that compare the quality of SAFD's medical service delivery to other like municipal systems.

7. The reports provided by CENTER to CITY will be reviewed at a minimum on a quarterly basis during the quarterly meetings to include SAFD Medical Director(s) or designee(s) and other appropriate CENTER staff, Fire Chief and/or Designee and Chief of Fiscal Operations or designee(s), and other appropriate SAFD staff.

SECTION E
TERM AND GENERAL PROVISIONS

1. The term of this Agreement shall begin on January 1, 2016 and end on September 30, 2016. This Agreement may be extended by mutual agreement of the parties on the same terms and conditions, except for price, for up to one one-year renewal period, by written agreement, signed by both parties.

2. The CENTER understands that the funds provided it pursuant to this Agreement are funds which have been made available by the CITY's General Fund and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the CITY. However, all properties purchased with Center funds, regardless of source, are subject to the appropriate rules and regulations of the property control and procurement procedures set forth by the UT System.

3. The CENTER shall provide ethical, professional, timely, responsible, and prudent services in connection with this contract, and recognizes that the CITY is using public funds in consideration of the best interest of the citizens of the City of San Antonio and the laws of the State of Texas.

4. The CENTER agrees to consult with the CITY prior to writing all research and grant proposals which will involve personnel employed by the CITY. Any research protocol implemented will be in accordance with the University of Texas Health Science Center's Institutional Review Board (IRB) process.

5. The CENTER shall employ all the necessary personnel needed to implement this contract, unless otherwise specified in this Agreement.

6. The CENTER adheres to all UT System, state, and federal guidelines where applicable, in regards to accounting, equipment procurement, office space leasing, travel requests and reports, and employment. All records of invoices, purchases, travel, position vacancies, faculty and staff salary/benefits, recruitment and retention, and lease agreements, pertaining to this agreement, are subject to review by CITY requests or audits.

7. The CITY and the CENTER acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §101.001, *et seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury, or death.

8. Either party may cancel and terminate all or parts of this Agreement by giving no less than ninety (90) days written notice of its intention to do so to the other party. Any payment due and payable during said ninety-day notification period shall be made on a pro-rata basis, reflecting the amount due for the period ending at termination of this Agreement.

9. This Agreement shall terminate in the event sufficient funds are not appropriated by the San Antonio City Council to meet the CITY's fiscal obligations herein, or if sufficient funds are not appropriated by the University of Texas Health Science Center at San Antonio to meet the CITY's service obligations agreed hereto, in any fiscal year. Payment for the performance of governmental functions or services under this Agreement shall only be made from current revenues available to the paying party.

10. CITY shall purchase and maintain certain training equipment to fulfill training and education requirements for initial certification and continuing education courses specifically listed below:

    a. IV Pumps

    b. Video Laryngoscope
    c. 12-lead cardiac monitor defibrillator

    d. Specialized equipment used by MIH or MSOU.

    e. Any new medical equipment added that requires specialized training and awareness to assist in the training of SAFD personnel.-

11. CENTER agrees that all equipment purchased with funds from CITY shall be utilized solely for the purposes of this Agreement.

SECTION F
PAYMENT

1. In consideration for the services provided and purchases made pursuant to the terms of this contract, the CITY agrees to pay the CENTER $921,688.00 for Fiscal Year 2016 in accordance with the provisions of this section, and in conformance with Exhibit I – Budget, which is incorporated herein for all purposes. Payments will be billed on a quarterly basis as follows:

   January 1, 2016 - $307,229.34
   April 1, 2016 - $307,229.33
   July 1, 2016 - $307,229.33

2. Payment for fees as set out herein.

3. The CENTER will provide appropriate invoices for payment thirty days prior to expected payment.

4. All unused funds in excess of actual expenditures, as determined after the fourth quarter reporting, that accumulated during the agreements entered into between the parties pursuant to City Ordinance No. 2011-08-18-0677, 2011-08-18-0678, 2013-06-20-0475, 2013-06-20-0476, 2015-10-01-0844 and any extensions thereof, shall be placed in a separate account at the CENTER.

5. The CITY and CENTER agree to utilize a portion of residual funds to include but not limited to the following items:

    a. Training Supplies; Classroom Improvements; Medical Director Transportation. Total $458,127.00

    b. Paramedic Continuing Education Class Procedural Anatomy Lab (FY16) $5,200.00 X 32 classes: Total $166,400.00

    c. Two EMT-B and two EMT-P courses in FY16. $700.00 up to 50 students; $2,000.00 up to 50 students

    d. Two EMT-B and two EMT-P courses in FY17. $1,400.00 up to 50 students; $4,500.00 up to 50 students

6. If either party is not in agreement of the fourth quarter report results, an annual audit can be requested by either party. CITY shall bear the cost of the aforementioned audit. Should CENTER dispute said results, the parties shall select an independent auditor, who shall conduct an audit. The findings of said independent auditor shall be final. CENTER shall bear the cost of the independent audit. All unused funds in excess of the actual expenditures, as determined by the independent audit, shall be retained in a separate account at the CENTER. Should CENTER or CITY wish to use all or part of the unused funds for purchases directly for improvement to the SAFD EMS training program, CENTER or CITY shall submit a request for said purchases within thirty days following submission of CITY's audit results, or the independent auditor's audit results, should an independent audit be engaged. The parties shall mutually agree upon the manner in which these funds shall be spent. Should mutual agreement not be reached with remaining funds, residual funds will be applied to future contract expenses.

7. All unused funds in excess of actual expenditures, as determined after the fourth quarter reporting, that accumulated during the agreements entered into between the parties pursuant to City Ordinance Numbers ____-__-__-____ and ____-__-__-____, and any extensions thereof, shall be placed in a separate account at the CENTER. If either party is not in agreement of the fourth quarter report results, an annual audit can be requested by either party. CITY shall bear the cost of the aforementioned audit. Should CENTER dispute said results, the parties shall select an independent auditor, who shall conduct an audit. The findings of said independent auditor shall be final. CENTER shall bear the

cost of the independent audit. All unused funds in excess of the actual expenditures, as determined by the independent audit, shall be retained in a separate account at the CENTER. Should CENTER wish to use all or part of the unused funds for purchases directly for improvement to the SAFD EMS program, CENTER shall submit a request for said purchases to CITY within thirty days following submission of CITY's audit results, or the independent auditor's audit results, should an independent auditor be engaged. Should CENTER or CITY wish to use all or part of the unused funds for purchases directly for improvement to the SAFD EMS training program, CENTER or CITY shall submit a request for said purchases within thirty days following submission of CITY's audit results, or the independent auditor's audit results, should an independent audit be engaged. The parties shall mutually agree upon the manner in which these funds shall be spent. Should mutual agreement not be reached, remaining funds shall be applied to future contract expenses.

8. Within fifteen days of the end of each fiscal-year quarter, CENTER shall submit to CITY a financial report identifying all expenses incurred in connection with this agreement during that fiscal-year quarter, in conformance with Exhibit III – Compliance Reports, which is incorporated herein for all purposes.

SECTION G
NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

CITY	CENTER
Fire Chief	EHS Department Chairman
SAFD	UTHSC
115 Auditorium Circle	7703 Floyd Curl Drive, MSC 7775
San Antonio, Texas 78205	San Antonio, Texas 78229-3900

SECTION H
HIPAA COMPLIANCE

1. The CENTER shall maintain the confidentiality of all medical, dental, prescription, and other patient-identifiable health information ("Patient Health Information") in accordance with all applicable federal and state laws and regulations, including the electronic transmissions standards, the Privacy Rule and the Security Rule of the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as may be amended from time to time.

2. The parties acknowledge that they are "Business Associates" as defined in 45 CFR 160.103 (HIPAA). The parties shall comply with the terms of the HIPPA Business Associate Agreement executed by them, attached hereto as Exhibit II and incorporated herein by reference.

SECTION I
RECORDS RETENTION

1. The CENTER shall properly, accurately, and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder and shall make such materials available to the CITY at all reasonable times and as often as the CITY may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by the CITY and any of its authorized representatives.

2. The CENTER shall retain any and all of the aforementioned materials produced as a result of services provided hereunder for a period of at least four years from the date of termination of this Agreement, unless required otherwise by law or court order. If, at the end of the aforementioned retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the services provided hereunder, the CENTER shall retain the records until the resolution of such litigation or other such questions. The CENTER acknowledges and agrees that the CITY shall have access to any and all such documents at any and all times, as deemed necessary by the CITY, during said retention period. The CITY may, at its election and if permitted by law or court order, require the CENTER to provide said materials to the CITY prior to or at the conclusion of said retention period.

SECTION J
INDEPENDENT CONTRACTOR

1. It is expressly understood and agreed by both parties hereto that CITY is contracting with the CENTER as an independent contractor. The parties hereto understand and agree that the CITY shall not be liable for any claims that may be asserted by any third party occurring in connection with services performed by CENTER under this contract.

2. The parties hereto further acknowledge and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

SECTION K
CONFLICT OF INTEREST

The CENTER acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the

CITY or any CITY agency, such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies, or service if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child, or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity or ten percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner, or a parent or subsidiary business entity.

SECTION L
AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be effected by amendment, in writing, executed by both the CITY and the CENTER and subject to approval by the San Antonio City Council, as evidenced by passage of an ordinance. CITY shall have the authority to execute an amendment to this agreement without additional City Council approval for the assumption of Registered Nurse Infection Control services or initial EMT-Basic training and EMT-Basic continuing education, and any resultant reduction in payment.

SECTION M
SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

SECTION N
LICENSES AND CERTIFICATIONS

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

SECTION O
COMPLIANCE

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

SECTION P
NON-WAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of the CITY, such changes must be approved by the San Antonio City Council, unless otherwise stated herein. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

SECTION Q
LAW APPLICABLE

1. **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

2. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas, unless otherwise mandated by law or court order.

SECTION R
LEGAL AUTHORITY

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

SECTION S
PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

SECTION T
CAPTIONS

The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this Agreement.

SECTION U
INCORPORATION OF EXHIBITS

Each of the exhibits attached to this Agreement is an essential part of this Agreement, which governs the rights and duties of the parties, and is hereby incorporated herein for all purposes.

---------- THIS SECTION INTENTIONALLY LEFT BLANK ----------

SECTION V
ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the parties.

AGREED TO AND EXECUTED in duplicate originals on _____, 2015.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Andrea Marks, M.B.A., C.P.A
Vice President
and Chief Financial Officer

CITY OF SAN ANTONIO

Sheryl L. Sculley
City Manager

APPROVED AS TO FORM:

Martha G. Sepeda
ACting City Attorney

Exhibit I - Budget

EMS Medical Control and Training Agreement

	Year 1 (3 Quarters) Jan 1, 2016 - Sept 30, 2016	Renewal Option Oct 1, 2016 - Sept 30, 2017
% Personnel		
Department Chair (15%)	$ 11,138	$ 15,295
Civilian Training Officers		
8 FTE CTOs	$ 281,241	$ 386,238
Reserve Pay Raise for 8 CTOs	$ 8,437	$ 11,587
CQI Nurse Coordinators	$ 105,000	$ 144,200
Medical Control On-Call Pay (nights, weekends, holidays)	$ 57,353	$ 78,764
TOTAL FACULTY SALARIES	$ 463,168	$ 636,084
Faculty Staff Benefits @26%	$ 120,424	$ 165,382
Administrative Services		
2 FTE Admin Staff (includes longevity pay)	$ 42,941	$ 58,877
58.8 FTE Administrator (includes longevity pay)	$ 32,472	$ 44,566
TOTAL NON-FACULTY SALARIES	$ 75,413	$ 103,443
Non-faculty Staff Benefits @30%	$ 22,624	$ 31,033
TOTAL SALARIES AND STAFF BENEFITS	**$ 681,629**	**$ 935,941**
Lease Space		
Lease Space: 6,137 sq. ft. @ 1.65 X 12	$ 91,134	$ 121,512
Total	**$ 91,134**	**$ 121,512**
EMT-Basic Continuing Education On-Line	**$ 4,500**	**$ 6,000**
National Registry/Paramedic Lic.	**$ 7,500**	**$ 10,000**
CTO-In-City Mileage		
CTO In-City Mileage: $194.25 per month (.565 c/mile) x 8		
Administrative Travel:		
Total	**$ 14,211**	**$ 18,948**
	$ -	
Travel	$ -	
In/Out-of-State Travel for CTOs	$ 6,000	$ 8,000
$2,000 x 3 RNs per year	$ 4,500	$ 6,000
Total	**$ 10,500**	**$ 14,000**
RN-In-City Mileage		
RN In-City Mileage		
Total	**$ 5,245**	**$ 6,993**
Clothing Allowance		
Uniform for CTOs: $350 ea. x 10		
Total	**$ 2,625**	**$ 3,500**
Telecommunications		
$32.50/month for 2 phones		
$22.50/month for 11 phones		
$17.00/month for 2 phones (11 Phones)		
$100/month for long distance		
$27.00 Conference Rms., $32.50 Main Line, & $12.00 Fax Line		
$27.00/month for 3 phones		
$12.00/month for 2 phones		
$15.00/month for 1 phone		
$5.50/month for 12 phone voicemails		
Total	**$ 4,125**	**$ 5,500**
Liability Insurance/License Fees/Dues		
Recertification for CTOs as needed ($126 per license)		
Total	**$ 567**	**$ 756**

Exhibit I - Budget

	Year 1 (3 Quarters) Jan 1, 2016 - Sept 30, 2016	Renewal Option Oct 1, 2016 - Sept 30, 2017
Operations and Maintenance		
Printing Services		
Exam, DSHS Applications, Evaluations Forms, & Class Handouts		
Copy Machine Costs: $350 per month x 12		
Repair Costs for Equipment (if needed)		
Graduation: Certificates, Program, Class Photo & Room Set-Up		
Total	**$ 5,363**	**$ 7,150**
Supplies		
IV Arms & Supplies, ET Equipment, CPR Mannequin & Equipment, and Refurbish		
Misc. (alcohol preps, electrodes, ekg paper, scantron machine & scantron answer sheets, pencils, equipment batteries, etc.)		
ACLS, PALS, & BLS cards for SAFD personnel		
ACLS Handbooks: $33.50 x 50		
PALS Handbooks: $38.50 x 50		
Office Supplies ($450/mo.) Paper, pens, pencils, stationery, envelopes, staples, clips, shredder bags, hanging folders, pencils, calendars, batteries, scratchpads, DVDs, stapler, toner cartridges, etc.)		
Total	**$ 10,500**	**$ 22,107**
Equipment		
PC Replacements:		
2 Printers		
Laptop Replacement:		
Monitor/Defibrillator		
Total		**$ -**
Subtotal (Totals for page 1 & 2)	**$ 837,898**	**$ 1,152,407**
HSC Indirect Costs (10%)	**$ 83,790**	**$ 115,241**
Grand Total	**$ 921,688**	**$ 1,267,648**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio ("Covered Entity"), and University of Texas Health Science Center at San Antonio, a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into an EMS Medical Control and Training Agreement ("Service Contract"), executed on _____, 2015, whereby BA provides emergency medical services medical control and training 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") and other applicable laws; and

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

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

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

(1) "Disclosure" with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.

(2) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) "Parties" shall mean Covered Entity and BA. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity.

(6) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(8) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

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

(1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;

(2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity;

(3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;

(4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes of aware of;

(5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards to protect such information;

(6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;

(7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;

(8) Make available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary of the U.S. Department of Health and Human Services in determining Covered Entity's compliance with the Privacy Rule;

(9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(11) Will immediately, and in no event later than 48 hours of discovery, notify Covered Entity of any breach of PHI and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach.

(12) Comply with all HIPAA Security Rule requirements.

(13) Comply with the provisions of HIPAA Privacy Rule for any obligation Covered Entity delegates to BA.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

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

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

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

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

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of February 13, 2015, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the 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 of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

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

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

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

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

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

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

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

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

M. 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.

N. 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 Business Associate.

O. 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 Contracts 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.

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

EXECUTED in duplicate originals on _____, 2015.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Andrea M. Marks, M.B.A., C.P.A.
Vice President
and Chief Financial Officer

CITY OF SAN ANTONIO

Charles N. Hood
Chief of Fire

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

EXHIBIT III – COMPLIANCE REPORTS

Compliance reports should be given at quarterly meetings to mark services and budget standings. The information for these reports will include at a minimum:

Quarterly Compliance Report
Date of Meeting

Services:

1. Medical Director and Assistant Medical Director Direct field observation dates
2. Clinical practice in emergency medicine shift date
3. CQI/PI Issues quarterly meeting dates
4. Medical Director Reports
5. Pass rates of EMT and Paramedic Classes
6. Number of immunizations and exposures
7. Vacancies
    a. Recruiting Efforts
    b. Contract Employee Information
        i. Vacancy Number Contractor is filling
        ii. Contract Dates
        iii. Contactor Name
        iv. Supporting Documentation

Budget:

1. Budget vs. Actuals
2. NR/EMT Certificates Completed