CHW
11/12/15
Item No. 25B -- Corrected

AN ORDINANCE 2015-11-12-0952

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 SERVICES MEDICAL DIRECTION FOR AN AMOUNT UP TO $652,231 IN FY 2016 AND, IF RENEWED, UP TO $899,431 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 services (EMS) medical direction; 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 $652,231 for the initial term; and

WHEREAS, said contract shall be for an amount not to exceed $899,431 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 EMS medical direction 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 $652,231.00 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 Year 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, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**25B (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 services medical direction for an amount up to $652,231 in FY 2016 and, if renewed, up to $899,431 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 DIRECTION

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 Director Services; 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
EMS MEDICAL DIRECTOR, ASSISTANT MEDICAL DIRECTOR AND SAFD ADMINISTRATION

1. The San Antonio Fire Department (SAFD) Medical Director shall coordinate the provision of services agreed to under this contract.

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. The Chair of the University of Texas Health Science Center Emergency Health Sciences (EHS) Department will designate a currently licensed and board certified Texas physician(s) to act as SAFD Medical Director(s) as agreed upon by the Fire Chief and/or Designee and EHS Chair. The Medical Director and Assistant Medical Director(s) will be appointed as University of Texas Health Science Center faculty in the Department of EHS. A process will be utilized that involves all stakeholders. The Medical Directors will be limited to only act for SAFD unless agreed to by the CITY and CENTER.

5. The Chair of the EHS Department will designate a currently licensed and board certified Texas physician(s) to act as Assistant SAFD Medical Director(s) as agreed upon by the Fire Chief and/or Designee, SAFD Medical Director, and EHS Chair. A process will be utilized that involves all stakeholders.

6. The CITY shall have the right to disapprove any person(s) designated as SAFD Medical Director or Assistant SAFD Medical Director at anytime during the life of this Agreement, offering explanation of any disapproval in writing to the Chair of the EHS Department, and require that the Chair designate a new EMS SAFD Medical Director and/or Assistant SAFD Medical Director(s). The CENTER will begin search and hiring process immediately to replace said position and will appoint an interim SAFD Medical Director and/or Assistant SAFD Medical Director during said search and hiring process. The CENTER shall have 90 days from the CITY's request, unless otherwise extended due to process as agreed upon by CITY and CENTER, by and through the Chair of the EHS Department, to designate a successor SAFD Medical Director.

7. The SAFD Medical Director has ultimate authority over medical care issues in accordance with the Texas Administrative Code Title 22, Part 9, Chapter 197. The Fire Chief or designee(s) possess the ultimate authority for direction and decisions related to all administrative, operational, training, and related issues. When an operational decision may affect patient medical care, the Fire Chief and/or Designee will consult with the SAFD Medical Director. In reference to the above stated Texas Administrative Code, the SAFD Medical Director and the CENTER agree not to, in any manner, commit the department, its budget or its personnel to any projects, programs, initiatives, clinical research studies, etc., without prior written agreement from the Fire Chief or appropriate designee.

8. Responsibilities of the SAFD Medical Director/Assistant SAFD Medical Director include, but are not limited to:

    a. In conjunction with the Fire Chief (or designee), develop and articulate a strategic vision for EMS patient care services and EMTs education and continuing practice that is in line with the SAFD's vision to be a

nationally recognized leader in providing emergency services; Fire Chief and/or Designee will review strategic vision annually;

b. Maintain effective communication with members of the Fire Department and EMS, city government, University, medical community, media, and the public as deemed appropriate by Fire Chief or designee;

c. Serve as a liaison to the medical community, hospitals, facilities, and agencies providing clinical and field instruction for students; Communicate and coordinate with these groups in such a way to maintain a positive and productive relationship, and promote the image of the San Antonio Fire Department;

d. Serve as a patient advocate and an advocate for SAFD EMTs throughout the CITY and University as appropriate;

e. In conjunction with the Fire Chief and/or Designee (or designee), establish and assess Standard Medical Operating Protocols (SMOP) and performance standards for field personnel, 911 dispatch and call instruction, transport criteria, and online and off-line direction. The SAFD Medical Director will ensure that all protocols are written in a manner that assures high quality medical service delivery and does not conflict with the operational responsibilities of the department, including, but not limited to, budgetary concerns, operational responses, staffing, or promotional processes;

f. Facilitate the credentialing of personnel under her/his leadership. The CITY recognizes that the SAFD Medical Director has the exclusive right to restrict the delegated medical practice of any and all EMTs as deemed necessary to ensure appropriate standards of care following the appropriate steps as defined in this document. In the event that the EMT is reduced, restricted or removed from medical practice by the SAFD Medical Director, the CENTER and SAFD Medical Director shall take reasonable measures, through training, education, etc. to bring identified deficiencies to acceptable levels, considering operational policies and constraints. The CITY maintains the ability to reassign or otherwise determine if there is a continued role for the employee within the organization, provided the reassigned role does not place the employee in a patient care role that the SAFD Medical Director does not approve;

g. Establish written guidelines for conducting medical reviews, chart audits, and field evaluations; and produce comprehensive reports to be reviewed during the quarterly meetings with the Fire Chief and/or Designee and/or designee; reports shall contain key information necessary to ensure effective program management;

h. Process, mediate, and attempt to resolve any medical complaint or inquiry originating from any element of the medical community in a timely fashion and report such actions to the Fire Chief and/or designees immediately upon receipt of complaint and resolution of such complaint;

i. Respond to, mediate, and resolve any concerns or complaints of any member of the medical community and/or involving EMTs or medical related issues forwarded by SAFD personnel, in a timely manner, providing acceptable closure in the form of written documentation;

j. In conjunction with the Fire Chief and/or Designee, improve and supervise Continuous Quality Improvement (CQI) and Performance Improvement (PI) programs for SAFD emergency medical services, creating a system of continuous quality improvement. This includes the creation of a remedial training process and CQI program that identifies the level of severity of protocol infractions and their consequences, ensuring full and impartial disclosure to the Fire Chief and/or designees of the potential consequences of failure to adhere to said protocols. The SAFD Medical Director, Assistant SAFD Medical Director or designee will facilitate all CQI/PI Medical Control Meetings between the CENTER and CITY that involve patient care as appropriate to the level of the CQI/PI;

k. Medical oversight of the infection control program (as contracted with the CENTER) for the CITY SAFD personnel;

l. Medical oversight of the Mobile Integrated Healthcare (MIH) program;

m. Medical oversight of the Medical Special Operations Unit (MSOU);

n. In conjunction with the Fire Chief and/or Designee, approve both initial and continuing education program medical content for EMT-Basics and EMT-Paramedics in compliance with the Texas Department of State Health Services (DSHS), the U.S. Department of Transportation (USDOT), the Committee on Accreditation of Educational Programs for the EMS Professions (CoAEMSP), and/or other authorizing agencies as deemed appropriate;

o. Validate knowledge and skill proficiency of EMTs through classroom observation and instruction, chart audit, and direct field observation (the SAFD Medical Director and Assistant SAFD Medical Director will participate in direct field observations through a minimum of five (5) emergency scene responses per month each). The Fire Chief and/or Designee, the SAFD Medical Director and Assistant SAFD Medical Director will meet to evaluate other options for creating more on-scene observation opportunities. These field observations shall be documented via SAFD Dispatch system;

p. In conjunction with the Fire Chief and/or Designee (or designee), evaluate and recommend medical equipment and supply standards. The CITY will provide the SAFD Medical Director with the opportunity to provide written recommendations, complete with justifications, for new equipment, procedures or training plans that would require a budgetary commitment from the CITY as a part of the budgetary process; the CITY agrees to provide the SAFD Medical Director (or designee) with an opportunity to discuss any such recommendations with the Fire Chief and/or designees in advance of the annual budget deadline, as provided in writing to the CENTER by the CITY. The SAFD Medical Director (or designee) also understands that items and/or program changes submitted through the budget process may or may not receive approval, along with the requested and/or necessary funding, i.e., proposed changes may not be possible; and the SAFD Medical Director (or designee) agrees to ensure that any new protocols or procedures that would require a budgetary commitment will be introduced in concert with scheduled budgetary adjustments;

q. As part of the CQI/PI programs, will participate with SAFD in the establishment and maintenance of a usable data system for evaluating and improving EMS services for the CITY as outlined in Section E of this Agreement;

r. Participate in the initial education and continuing education of emergency personnel (Initial Education – minimum of 2 hours per initial training class, Continuing Education – minimum of 2 hours per CE week);

s. With prior written approval of the Fire Chief and/or Designee (or designee), participate in and promote research in clinical and educational programs; ensure appropriate recognition for the City of San Antonio Fire Department associated with said research. CITY will actively support research and scholarly activities and will actively encourage SAFD uniform personnel to participate in said activities for the improvement of emergency medical care;

t. Participate in local, regional, State and National committees, and other standing or newly established committees that require appropriate CENTER and/or CITY representation, as he/she deems appropriate and approved by the Fire Chief and/or Designee;

u. Remain in clinical practice in emergency medicine for a recommended of one shift per month average within Bexar County;

v. Perform other duties as required by law, rule, policy or other requirements as deemed appropriate by Fire Chief and/or Designee;

w. Be thoroughly familiar with EMS practices and the SAFD SMOPs; and

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

9. In addition, the SAFD Medical Director/Assistant SAFD Medical Director will have the following knowledge, abilities and skills:

   a. Degree from an accredited medical school;

   b. Board certification in emergency medicine by the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM));

   c. Experience in delivering emergency medical services in the field and in hospital settings;

   d. Proven teaching skills in the area of adult education practices;

   e. Knowledge of special stresses experienced by emergency personnel and students;

   f. Excellent written and oral communication skills; and

   g. An ability to work well with others and as a team member.

10. CITY agrees to the following:

   a. SAFD Administration will assist the Medical Direction efforts provided for in this contract.

   b. As deemed appropriate by the Fire Chief or his appropriate designee, CITY will provide the EMS SAFD Medical Director with communication equipment required to provide effective Medical Control to all aspects of the system, installed and operated at no cost to the CENTER. This shall include but not be limited to radio communications monitoring and transmission equipment for appropriate EMS frequencies, a Smart phone and appropriate recharging equipment, (as technologically appropriate), specialized apps for communication, as available/approved. The CENTER shall be responsible for replacing lost or damaged CITY equipment issued to Medical Control personnel which, in the Fire Chief's or designee's opinion, could have reasonably been prevented. CITY equipment will be maintained by CITY contract-appropriate personnel when applicable.

c. 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.

d. CITY will notify SAFD Medical Director of any audit,, review and findings by DSHS pertaining to provisions of patient care and delivery. Notification will be from the Fire Chief (or designee).

e. CITY will comply with the US Drug Enforcement Agency's policy and procedure for purchasing, handling, storing, and distributing narcotics.

SECTION B
ON LINE MEDICAL DIRECTION AND CONTROL SERVICES

1. The SAFD Medical Director shall be responsible for providing Online Medical Direction services to the SAFD on a twenty-four hour basis, seven days a week and respond immediately to calls from EMS field personnel via the following methods:

    a. SAFD Medical Director designated as Online Medical Direction.

    b. Assistant SAFD Medical Director or other licensed physician, who is thoroughly familiar with EMS practices and the SAFD SMOPs to levels acceptable to the SAFD Medical Director as verified through a SMOPs exam and the Fire Chief and/or designees, will assist with the SAFD Medical Director-related duties under the direction of the SAFD Medical Director and will provide requested Performance Improvement written reports to the SAFD Medical Director in a timely manner.

2. The SAFD Medical Director shall oversee Medical Control provided by CTOs pursuant to the EMS Medical Control and Training Agreement.

3. Scheduled online coverage will be published by the SAFD Medical Director and sent to the EMS Administrative Office, EMS Shift Commander, and the SAFD Communication Center in a timely manner.

4. The CITY shall continue to provide Medical Control/Medical Direction channels and radios, mobile phones, or mobile phone apps as available/approved for use by online Medical Control/Medical Direction personnel. Medical Direction/Medical Control will be required to carry the radio at all times. 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.

    a. The CITY shall have the right to disapprove any particular person for continued duty as online Medical Direction at any time during the life of this Agreement, offering a reasonable explanation for the disapproval in writing to the SAFD Medical Director, and a copy to the Chair of the EHS Department, and shall require that, at the CITY's request, said individual be removed from online Medical Direction. Online Medical Direction 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 Direction 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. Compliance reports should be given at quarterly meetings to mark services and budgeting, and in conformance with Exhibit III – Compliance Reports, which is incorporated herein for all purposes.

SECTION C
INFECTION CONTROL AND
AUTOMATIC EXTERNAL DEFIBRILLATION SERVICES

1. The CENTER will provide instruction and refresher training, post-defibrillation debriefing and evaluation, and record keeping services for Automatic External Defibrillation (AED) activities for the SAFD. This service shall be provided by a CTO as designated by the CENTER and agreed upon by the Fire Chief and/or Designee.

2. The CENTER shall provide all designated appropriate SAFD employees of the SAFD, and other agencies or jurisdictions as determined by the SAFD, standard and transmission based precaution Instruction and infection control services, and

maintain awareness of pandemic situations in order to advise on appropriate response/management. This will be accomplished by employing one Registered Nurse ("hereinafter referred to as Infection Control Nurse"). The CITY shall have the right to disapprove any person(s) designated as Infection Control Nurse at anytime during the life of this Agreement, offering explanation of any disapproval in writing to the Chair of the Emergency Health Science (EHS) Department, and require that the Chair designate a new Infection Control Nurse. The Center will begin search and hiring process immediately to replace said position and will appoint an interim Infection Control Nurse during said search and hiring process. The CENTER shall have 90 days from the CITY's request, unless otherwise extended due to process as agreed upon by CITY and CENTER, by and through the Chair of EHS Department, to designate a successor Infection Control Nurse. The Infection Control Nurse, who, under the medical supervision and authority of the SAFD Medical Director, shall provide the following services:

a. Maintain exposure control plans, records, and follow-up on all infectious disease exposures, in compliance with applicable Texas Health and Safety Code, the "Ryan White CARE Act", any successor law, amendment and any rule or regulation adopted under the law. All records will be held by CENTER and released to CITY at the time of an SAFD employee separation, at termination of this contract, or upon the CITY's assumption of Infection Control Services.

b. The Infection Control Nurse or designee (priority first given to a Nurse or a Physician) shall provide 24/7 coverage for exposures.

c. Provide the exposed personnel with timely information, appropriate immunization advice, and referral(s) in compliance with the current standard of care.

d. Make recommendations to the SAFD Medical Director and Fire Chief and/or designee(s) regarding Communicable Disease procedures and requirements.

e. Function as a liaison with Infection Control personnel within all area hospitals and with the epidemiologist of the public health authority in compliance with provisions of all applicable Texas regulations.

f. Provide immunizations and vaccinations as directed by the Fire Chief or designee and advice the Fire Chief or designee of appropriate actions and/or concerns.

g. Immunizations records shall be logged into San Antonio Immunization Registry System (SAIRs) with signed consent. Signed SAIRs consent forms and vaccination administration consent/declination forms will be

kept in the individual's immunization record and consent logged in the SAIRs.

h. Conduct required yearly infection control education programs in compliance with state and federal law.

i. Provide requested reports to the Fire Chief or his appropriate designee, as allowed by Health Insurance Portability and Accessibility Act of 1996 (HIPAA).

j. The Infection Control Nurse or designees will provide yearly tuberculosis skin testing or IGRA lab testing for all uniformed SAFD personnel. Signed SAIRs consent, TB consent/declination forms will be kept in the individual's immunization record and entered into SAIRs.

k. Consistently monitor, analyze, and report local, state, and/or federal legislation related to infection control-related issues and report findings to the SAFD Medical Director and the Fire Chief or appropriate designee(s) (via e-mail or hard copy) in a timely manner.

l. Provide SAFD employees their personal immunization and exposure records, upon request. Such request shall be made directly between the Infection Control Nurse and the employee.

m. Maintain and store all files and electronic records in compliance with state and federal law.

3. The CITY will provide a cell phone for this position to be used as the primary means of communication between SAFD personnel and the Infection Control Nurse.

4. The City will provide all required vaccines and all necessary equipment and supplies required to administer and store immunizations/vaccines and personnel immunization records.

SECTION D
INITIAL AND CONTINUING EMT EDUCATION

1. The Continuing education content for certified EMS personnel, as provided in accordance with the EMS Medical Control and Training Agreement, is defined and approved by the SAFD Medical Director in accordance with Texas DSHS requirements and CQI/PI findings.

2. SAFD personnel who receive initial certification and continuing education from another source must be approved for field duty by the SAFD Medical Director to perform at the level certified following the credentialing guidelines.

SECTION E
SYSTEM CONTINUOUS QUALITY IMPROVEMENT AND PERFORMANCE IMPROVEMENT SERVICES

1. The SAFD Medical Director 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 Continuous Quality Improvement (CQI) and Performance Improvement (PI) programs will be consistent with SAFD policy and processes.

2. Medical oversight and delegation of practice of CTO medical practice activities is authorized and provided by the SAFD Medical Director or designee.

3. Newly certified/licensed EMTs, EMTs removed from service due to prolonged absence, and other personnel, as required by the SAFD Medical Director, shall ride as a third person until the CTO/MTO 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.

4. SAFD Medical Director will execute, define and approve protocol/standard of care management by:

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

    b. Establishing a process for protocol knowledge assessment among EMTs, any protocol assessment should reflect on-going protocol review and revision, with structure and content defined and approved by the SAFD Medical Director and with a defined remediation process with established timelines;

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

5. SAFD Medical Director shall assure and maintain a Continuous Quality Improvement program by providing documentation of:

    a. Measurable, written and disseminated clinical indicators that are regularly assessed for compliance with established thresholds;

    b. Assessment of key performance indicators such as response and averaging with correct statistical monitoring, clinical care (skills performance, protocol selection, patient assessment, etc.), customer relations program, education, and administrative and response policies as defined by the Fire Chief or appropriate designee;

c. An appropriate, organized, prioritized, written, and disseminated monitoring and evaluation system for compliance with documentation standards, correct protocol selection, and appropriate patient care.

6. SAFD Medical Director shall institute a system to respond to sentinel events, to include:

   a. A process to appropriately direct the response to emergency problems such as equipment failures, supply deficiency, medication errors, fleet failures, etc., if appropriate;

   b. Appropriate record-keeping and tracking of sentinel events; and

   c. A process to investigate sentinel events which involves the appropriate parties.

7. SAFD Medical Director shall assure and maintain an ongoing corrective action process by providing documentation of:

   a. Annual documentation of the results of the quality improvement efforts and formal complaint tracking process, including content of continuing education or individual training sessions to resolve identified deficiencies;

   b. Evidence to resolve and reassess identified deficiencies;

   c. A process to determine whether deficiencies are individual or system oriented;

   d. A developed reporting structure that includes a public performance report;

   e. A policy and methods regarding privilege/confidentiality; and

   f. A process of remediation and improvement strategies which comply with DSHS continuing education requirements, as appropriate.

8. The CITY, in cooperation with the SAFD Medical Director, will establish and maintain committee(s) that will meet a minimum of two (2) times annually with the SAFD Medical Director to identify, plan, implement and evaluate opportunities to improve performance in all areas of the EMS system.

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

10. The CITY, in cooperation with the SAFD Medical Director, will assure and maintain a complaint resolution process/management by providing documentation of:

    a. Centralized location(s) for receiving complaints;

    b. An established triage process to appropriately direct complaint resolution to potential disciplinary or quality improvement avenues;

    c. A process that ensures the timely reporting of any rule or law violations to appropriate licensing and governmental authorities and to the Fire Chief or appropriate designee; and

    d. A process to track/trend the nature of each complaint and report data back to the SAFD Medical Director's PI quality improvement program as quickly as possible for resolution by the SAFD Medical Director.

11. CITY will notify the CENTER immediately of any disciplinary actions against SAFD personnel by DSHS or any charges brought against SAFD personnel by any law enforcement agency.

12. All issues and concerns in relation to the CQI/PI programs will be reviewed as part of the quarterly meetings with the Fire Chief and/or Designee or designee.

13. SAFD Medical Director shall establish a comprehensive reporting system that will enable CITY to monitor SAFD Medical Director 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, SAFD Medical Director shall provide additional or different reports than those stated herein, or as modified by CITY. At a minimum, SAFD Medical Director shall provide the following reports:

    a. Reports for the CQI/PI programs;

    b. Reports for SAFD Medical Director and/or Assistant SAFD Medical Director(s) field evaluations.

14. The reports provided by SAFD Medical Director 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 SAFD Medical Director staff, Fire Chief and/or Designee and Chief of Fiscal Operations or designee(s), and other appropriate SAFD staff.

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

SECTION G
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 $652,231.00 for Fiscal Year 2016 in accordance with the provisions of this section, and in conformance with Exhibit I – Budget. Payments will be billed on a quarterly basis as follows:

   January 1, 2016 - $217,410.34
   April 1, 2016 - $217,410.33
   July 1, 2016 - $217,410.33

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

3. 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.

4. 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

5. 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.

6. 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.

7. 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 H
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 I
HIPAA COMPLIANCE

1. The SAFD Medical Director 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 J
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 K
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 L
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 M
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 related to 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 N
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 O
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 P
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 Q
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 R
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 S
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 T
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 U
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 V
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.

SECTION W
ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitutes the final and entire Agreement between the parties hereto and contains 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 as of the dates indicated below.

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

Date: _____

Martha G. Sepeda
Acting City Attorney

Exhibit I - Budget

EMS Medical Direction

	Year 1 (3 Quarters) Jan 1, 2016 - Sept 30, 2016	Renewal Option Oct 1, 2016 - Sept 30, 2017
% Personnel		
Medical Direction Services		
1.0 FTE Medical Director (MD-1)	$ 185,400	$ 254,616
1.0 FTE Assistant Medical Director (MD-2)	$ 162,180	$ 222,500
Infection Control Nurse	$ 56,250	$ 77,250
TOTAL FACULTY SALARIES	$ 403,830	$ 554,366
Faculty Staff Benefits @26%	$ 104,996	$ 144,135
MD-3 (Other MDs & Fellows) On-Line Medical Direction	$ 38,625	$ 53,045
Faculty Staff Benefits @ 26%	$ 10,043	$ 13,792
MD Fellows (x6 Fellows per year)	$ 3,750	$ 5,000
% Personnel Salaries, Benefits and Services	**$ 561,243**	**$ 770,338**
Travel		
$3,500 x 2 MDs per year	$ 5,250	$ 7,000
Total	**$ 5,250**	**$ 7,000**
Vehicle O & M		
Vehicle Fuel & Maintenance @ $4,000/year per vehicle		
Total	**$ 6,000**	**$ 12,000**
Clothing Allowance		
$350 x 3 MDs		
Total	**$ 788**	**$ 1,050**
Telecommunications		
$65/month for 2 office phones & $50/month long distance		
SharePoint: $50 x 12		
eFax: $170 x 3		
Total	**$ 1,778**	**$ 2,370**
Liability Insurance/License Fees/Dues/Memberships		
Liability Insurance: $184/month for both MDs		
DEA License: $731 (Dr. Kidd - Good for 3 years)		
TX Medical Brd.: $841 x 2 (license good for 2 years) (876 Dr. M & $923 Dr. K)		
DPS License: $25 x 2 (yearly)		
BCMS: $840 x 2 (yearly)		
NAEMSP: $325 x 2 each (yearly)		
ACEP: $1,020 x 2 (yearly)		
AAEM: $1,738 x 2 (yearly)		
ATLS: $1,390 x 2 (yearly)		
TMA: $1,674 x 2 (yearly)		
ABEM: $100 x 2 (yearly)		
EMS Specialty Certification: $2,000 x 2 (yearly)		
Special Operations Medical Association		
Up-to-Date $528 x 2		
MD Publications/Library Literature Search		
Emergency Medicine Reports		
Pediatric Emergency Medicine Reports		
APIC		
Total	**$ 17,879**	**$ 24,907**
Subtotal	**$ 592,938**	**$ 817,665**
HSC Indirect Costs (10%)	**$ 59,294**	**$ 81,766**
Grand Total	**$ 652,231**	**$ 899,431**

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 Direction Agreement ("Service Contract"), executed on _____, 2015, whereby BA provides emergency medical services medical direction 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