

AN ORDINANCE 2017-05-11-0327

APPROVING AN AGREEMENT WITH THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL (STRAC) UNDER WHICH THE SAFD EMS DIVISION WILL PROVIDE MOBILE INTEGRATED HEALTH SERVICES TO PATIENTS IN SAN ANTONIO WHO ARE RECEIVING HOSPICE CARE FROM AN ENTITY THAT CONTRACTS WITH STRAC, IN EXCHANGE FOR PAYMENT TO THE CITY BY STRAC OF UP TO \$200,000 ANNUALLY, FOR A TERM OF THREE YEARS WITH 2 ONE YEAR RENEWAL OPTIONS.

WHEREAS, STRAC has approached the City about entering into an agreement under which the San Antonio Fire Department (SAFD) Emergency Medical Services (EMS) Division would provide Mobile Integrated Health (MIH) services to patients in San Antonio who are receiving hospice care from an entity that contracts with STRAC, in exchange for payment to the City by STRAC of up to \$200,000 annually, for a term of three years, with 2 one year renewal options at the City's option; and

WHEREAS, the provision of the MIH services to these patients would help improve their health, comfort and well-being by providing skilled patient care in the home setting; educating the patient, his/her family and his/her caregivers; coordinating with the patient's hospice provider; and reducing admissions to emergency rooms and EMS trips to those emergency rooms; and

WHEREAS, City Staff is recommending that the City enter into an agreement with STRAC as described above; and

WHEREAS, following due review, consideration, deliberation, and discussion of the matter by the City Council, the City Council has concluded that the City Staff recommendation should be accepted and that such agreement should be approved; **NOW, THEREFORE:**

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

SECTION 1. That certain *Agreement For Provision of Mobile Integrated Health Services* ("Agreement") between the City and STRAC, pursuant to which the SAFD EMS Division will provide MIH services to patients in San Antonio who are receiving hospice care from an entity that contracts with STRAC, in exchange for payment to the City by STRAC of up to \$200,000 annually, for a term of three years, with 2 one year renewal options at the City's option, is hereby approved. A copy of the Agreement is attached hereto as **Exhibit 1** and is incorporated herein by reference for all purposes.

SECTION 2. The City Manager and her designee and/or the Fire Chief and his designee are hereby authorized to execute the Agreement substantially in accordance with the terms and conditions set forth in **Exhibit 1**.

SECTION 3. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 220000000001 and General Ledger 4404178.

SECTION 4. 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 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of May, 2017.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Andrew Segovia, City Attorney

Agenda Item:	15 (in consent vote: 5, 6, 7A, 7B, 8A, 8B, 9, 10, 11, 12, 13, 14, 15, 16)						
Date:	05/11/2017						
Time:	09:23:04 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving an agreement with the Southwest Texas Regional Advisory Council for Trauma and accepting up to \$200,000.00 for services provided by the Mobile Integrated Healthcare unit of the EMS division of the San Antonio Fire Department to Embrace Hospice, LLC patients. [Erik Walsh, Deputy City Manager; Charles Hood, Fire Chief]						
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				
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				
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				x
Michael Gallagher	District 10		x			x	

RKN
5/11/17
Item No. 15

E X H I B I T 1

**AGREEMENT FOR PROVISION OF
MOBILE INTEGRATED HEALTH SERVICES**

This *Agreement For Provision Of Mobile Integrated Health Services* (the "Agreement") is entered in to as of May 4, 2017, pursuant to Ordinance No. 2017-05-11-____, passed and approved on May 11, 2017, and is by and between the **CITY OF SAN ANTONIO**, a Texas Home-Rule Municipal Corporation ("CITY) and the **SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL**, a Texas _____ ("STRAC"). CITY and STRAC are sometimes hereinafter referred to individually as a "Party" and referred to collectively as the "Parties".

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the CITY will provide MIH Services to enrolled patients who are receiving hospice care from an entity that has a current contract with STRAC; and

WHEREAS, the Parties agree that the overall goal of the Program is to ensure continuity of hospice services by minimizing un-enrollment of hospice patient when not deemed medically necessary by the Providers;

WHEREAS, the Parties will work together to develop treatment protocols and patient care plans;

WHEREAS, the Parties agree that patient care will be provided in accordance with mutually agreed upon care plans, and that CITY MIH Providers will have 24 hour access to any Medical Director or a Physician identified by STRAC or through a payer that has an MIH agreement with STRAC to aid in medical decision making for patients enrolled in the program, if necessary;

NOW, THEREFORE, in consideration of the Agreements contained herein, the Parties hereto agree as follows:

1. Services Provided.

- a. CITY shall provide STRAC with the services described in Section 1 of Appendix "A" attached hereto and incorporated herein by reference (the "CITY Services").
- b. STRAC shall provide CITY with the services and perform the obligations described in Section 2 of Appendix "A" attached hereto and incorporated herein by reference (the "STRAC Services").

2. Fees for Services.

- a. As compensation for CITY'S performance of the CITY Services, STRAC shall compensate CITY at the times and in the amounts set forth in Appendix "B" attached hereto and incorporated herein by reference. CITY and STRAC shall

have the right to amend the Mobile Integrated Healthcare Fees by mutual agreement.

- b. CITY will charge current fees to STRAC in the amount set forth by the Provider's fee schedule in the event that the patient requires transport for an emergent condition.
- c. If a CITY ambulance is summoned for a non-hospice related emergency, the patient or his/her insurance company will be billed directly by CITY, and payment of any fees associated with that service will be the responsibility of the patient.

3. Required documentation for Services.

- a. STRAC shall provide the CITY with all documentation reasonably required by CITY, in order to provide services in accordance with Appendix "A", Section 2. C. i-iv. This information shall be provided to CITY at time of enrollment so compliant care can be provided by CITY.
- b. The CITY will provide patient care reports for STRAC patients electronically using the CITY's Electronic Patient Care Record system, in accordance with Appendix A Section 1(g). In the event of issues with CITY'S ePCR system, CITY will ensure delivery of paper or electronic medical records to STRAC within one business day.

4. Payment for the Services.

- a. STRAC shall be liable to and shall pay all of all compensation due to CITY under the terms and conditions of this Agreement. CITY will submit invoices to STRAC on a monthly basis and STRAC agrees to pay CITY's invoices in full within thirty (30) days of its receipt of such invoices.
- b. Persons receiving hospice care from a hospice provider with which STRAC contracts shall be liable to, and shall pay the ambulance fees charged by the CITY for transports of such persons with a hospice-related emergency within thirty (30) days of the date of the invoice.
- c. STRAC shall be liable to, and shall pay the CITY the fee identified in Appendix B for unscheduled, unenrolled patients.

5. Term of the Agreement.

- a. Term. The term of this Agreement shall commence on May 15, 2017 and shall continue unless earlier terminated through May 15, 2018 (the "Term"). CITY shall have the option in its sole discretion to renew this Agreement on the same terms

and conditions for up to two (2) one (1) year terms. So long as the terms and conditions of the Agreement are not changed for the renewal term, the renewal shall not require approval of CITY'S City Council. If any of the terms and conditions of the Agreement are changed for the renewal term, the renewal will require the approval of CITY'S City Council, as evidenced by the passage of an Ordinance.

- b. Immediate Termination by STRAC. STRAC may terminate this agreement immediately upon notice to CITY, in the event of: (a) CITY violating of any applicable Federal, State or local law, rule or regulation, including but not limited to, Chapter 773 of the Texas Health and Safety Code, Chapter 157 of Title 25 of the Texas Administrative Code ("TAC") and any applicable Federal, State or local special or general laws, or administrative regulations governing the operation of EMS; (b) the revocation or suspension of any of CITY'S licenses, accreditations or certifications; (c) or determination by STRAC that the health, safety or welfare of any patient may be in jeopardy if this agreement is not terminated.
- c. Termination due to Material Breach. CITY, at any time by written notice to CITY, may declare this Agreement in default and terminate this Agreement. STRAC shall have thirty (30) days after receipt of written notice to cure any default unless such right to cure is waived or cure is deemed impossible. STRAC and or any payer of a contract of MIH services with STRAC shall be the sole judge of whether the default has been satisfactorily cured. The events giving rise to termination under this section include but are not limited to:
 - (1) failure by STRAC in the performance of any of its obligations hereunder, including but not limited to, failing to provide services as set forth in Appendix A; or
 - (2) expiration or cancellation of any policy of insurance agreed to be maintained by STRAC.
- d. Termination for Convenience. Either Party may terminate this Agreement for convenience by giving 30 days prior written notice to the other Party.
- e. Actions After Termination In the event that this Agreement shall be terminated, any and all fees shall be paid through the effective date of termination including all monthly fees due for all enrolled patients through the end of the month when the termination is effective.

6. Education and Training.

- a. Each Party agrees to provide the other Party with education and training as set forth in Exhibit "A" attached hereto. In connection with such education and training, each party agrees to execute or provide the other party with documentation requested by the other party for purposes of patient privacy.

7. HIPAA.

- a. It is the intent of the parties to comply fully with the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto (collectively "HIPAA" herein). The parties agree that confidential health information (hereinafter referred to as "Protected Health Information" or "PHI") is subject to protection under, and it is the intent of the parties to be in full compliance with, state and federal law, including applicable provisions of HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), its related regulations, and all applicable state privacy and security laws related to access of PHI by the Parties. To the extent that the services performed under this Agreement are determined to be performing a transaction subject to HIPAA or HITECH Act, the Business Associate Agreement shall control. Contemporaneously with the execution of this Agreement, the Parties have executed a HIPAA compliant Business Associate Agreement.
- b. Each party shall implement and maintain such safeguards as are necessary to ensure that the PHI is not used or disclosed except as is provided in this Agreement and any referenced documents.

8. GENERAL PROVISIONS

- a. Corporate Practice of Medicine. Nothing contained herein is intended to (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) enable or assist STRAC or any corporation to practice medicine when in fact such corporation is not licensed to practice medicine; or (c) constitute or result in any other act or create any other arrangements in violation of the Texas Medical Practice Act.
- b. Retention of and Access to Records and Reports. CITY agrees to provide STRAC and federal, state, and local governmental authorities having jurisdiction, upon request, access to all books, records and other papers (including, but not limited to, medical and financial records) and information relating to this Agreement and to those services rendered by CITY pursuant to this Agreement, and to maintain such books, records, papers and information for the longer of six (6) years after termination of this Agreement, or the period required by applicable state law. All requested information shall be supplied within fourteen (14) business days of the receipt of the request, where practicable.

STRAC and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and

shall make such materials available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the 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 CITY and any of its authorized representatives.

STRAC shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, STRAC shall retain the records until the resolution of such litigation or other such questions. STRAC acknowledges and agrees that CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require STRAC to return the documents to CITY at STRAC'S expense prior to or at the conclusion of the retention period. In such event, STRAC may retain a copy of the documents at its sole cost and expense.

9. Warranties and Covenants.

STRAC represents and warrants that:

- a. All information, data or reports provided or to be provided to CITY is, shall be, and shall remain complete and materially accurate as of the date shown on the information, data, or report to the best of STRAC'S knowledge.
- b. No litigation or proceedings are presently pending or threatened against STRAC relating to the Agreement.
- c. STRAC has legal authority to enter into this Agreement and to pay payments hereunder, and has taken all necessary measures to authorize such execution of contract and issuance of payments pursuant to the terms and conditions hereof.
- d. STRAC (i) is not currently excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in STRAC being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and STRAC shall immediately notify City of any change in the status of the representation and

warranty set forth in this section. Any material breach of this section shall give Embrace the right to terminate this Agreement immediately for cause.

10. Assignments.

This Agreement is not assignable by either Party without the prior written consent of the other Party. CITY'S consent to any such assignment does not require the approval of CITY'S City Council.

11. Waiver of Performance.

- a. No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement by the other Party shall 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 by the other Party, or to exercise any option herein contained, shall be construed as a waiver or relinquishment of any future breach of any of the terms, conditions, covenants or guarantees of this Agreement. 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.
- b. No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege or remedy available to the other Party hereunder or at law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.
- c. No representative or agent of the either Party may waive the effect of the provisions of this Section.

12. Choice of Law and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving any effect to any conflict of laws provisions. Venue shall be in Bexar County, Texas.

13. Indemnification

STRAC covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and

against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to STRAC'S activities under this Agreement, including any acts or omissions of STRAC, any agent, officer, director, representative, employee, consultant or subcontractor of STRAC, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT STRAC AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. STRAC shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or STRAC known to STRAC related to or arising out of STRAC's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at STRAC's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving STRAC of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by STRAC in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. STRAC shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If STRAC fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and STRAC shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for STRAC or any subcontractor under worker's compensation or other employee benefit acts.

14. Insurance.

Prior to the commencement of any work under this Agreement, STRAC shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Fire Department, which shall be clearly labeled "SAFD MIH CONTRACT" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Risk Management Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

STRAC'S financial integrity is of interest to the City; therefore, subject to STRAC'S right to maintain reasonable deductibles in such amounts as are approved by the City, STRAC shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at STRAC'S sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you g. Environmental Impairment/ Impact –	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$100,000

sufficiently broad to cover disposal liability. h. Explosion, collapse, underground	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
5. Professional Liability (Claims Made) To be maintained and in effect for no less than two years subsequent to the completion of the professional services	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
<i>Consult w/ RM to amend the insurance table to suit the scope of your contract</i>	

STRAC agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of STRAC herein, and provide a certificate of insurance and endorsement that names the Consultant and the City as additional insureds. STRAC shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Fire Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

STRAC agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, STRAC shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend STRAC'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon STRAC'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order STRAC to stop work hereunder, and/or withhold any payment(s) which become due to STRAC hereunder until STRAC demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which STRAC may be held responsible for payments of damages to persons or property resulting from STRAC'S or its subcontractors' performance of the work covered under this Agreement.

It is agreed that STRAC'S insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

STRAC and any subcontractors are responsible for all damage to their own equipment and/or property.

15. Confidentiality.

- a. The Parties acknowledge that in connection with the services to be performed under this agreement by STRAC and CITY, either party, may be acquiring and making use of certain confidential information of the other party which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, the parties, shall not after the date hereof use the Confidential Information of the other party except in connection with the performance of services pursuant to this Agreement, or divulge the Confidential Information of the other party to any third party, unless the other party consents in writing to such use or divulgence or disclosure is required by law. In the event either party receives a request or demand for the disclosure of Confidential Information of the other party, the party receiving the request or demand shall immediately provide written notice to the other party of such request or demand, including a copy of any written element of such request or demand.
- b. STRAC and CITY agree to adequately instruct their employees, medical providers, and all personnel that may provide services pursuant to this Agreement regarding the confidentiality and privacy of patients and patients' medical records.

16. Medicare Access to Records.

- a. To the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four years of following termination of this Agreement, STRAC and/or CITY shall upon written request, make available to the Secretary of the US Department of Health and Human Services, or the Comptroller General of the United States General Accounting Office, or to any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by STRAC under this Agreement.

17. Amendment.

- a. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the Parties.
- b. Any amendment of this Agreement must have the prior approval of CITY'S City Council, as evidenced by the passage of an Ordinance.

18. RESERVED.

19. Severability.

Any provision of this Agreement that is determined invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible, while also legal, valid and enforceable.

20. Notices

- a. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail or hand delivery to the parties at the addresses set forth below:

STRAC: Southwest Texas Regional Advisory Council
7500 US Highway 90 West, Suite 200, San Antonio, TX 78227
ATTN: Eric Epley, Executive Director

CITY: ----
San Antonio, TX 782

21. Entire Agreement.

- a. This Agreement constitutes the final and entire agreement between the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties unless same is in writing dated subsequent to the date hereof and duly executed by the parties.

EXECUTED IN DUPLICATE ORIGINALS TO BE EFFECTIVE ON THE DATE LAST WRITTEN BELOW.

CITY OF SAN ANTONIO

Southwest Texas Regional Advisory Council

Erik Walsh
Deputy City Manager

Eric Epley
Executive Director

Date

Date

Appendix A.
Services to be Provided

1. CITY agrees to provide to STRAC the following services:
 - a. Facilitate the enrollment of patients who are receiving hospice care from an entity that has a current contract with STRAC ("Patient") and are determined by STRAC in its sole discretion to be at-risk for hospice revocation or voluntary withdrawal from such hospice care into the CITY Mobile Integrated Healthcare (MIH) Program ("Program").
 - b. Once the Patient is at home and receiving hospice care, the Program Paramedic(s) shall make contact with the patient and his/her family and schedule an in-home visit.
 - c. During the home visit, the Patient and family will be educated by the Program Paramedic(s) on the Program and the role of the CITY in the Patient's care. No additional MIH visits will be scheduled, however future Patient access to MIH may be requested as appropriate by STRAC.
 - d. The address and other personal information of ALL Patients enrolled into the Program shall be logged into and maintained in the CITY's Public Safety Answering Point (PSAP) for ready identification in the event the Patient or family accesses 911 in the future. This will allow, among other things, MIH personnel to identify 911 calls from a Patient's address and facilitate response of an MIH Paramedic to each 911 call from that address.
 - e. In the event that a 911 call is received by CITY from the Patient's residence that is enrolled in the Program, a Program paramedic(s) will be dispatched in addition to the nearest CITY ambulance from the jurisdiction.
 - i. The CITY or a Program Paramedic will contact the Patient's hospice provider to advise of the 911 response.
 - ii. Once on scene, the Program Paramedic will work with the patient and family to ensure that the wishes of the patient and family are carried out while awaiting the arrival of the hospice representative.
 - iii. The MIH Paramedic will work with staff of the Patient's hospice provider to ensure that waiting time on scene for a hospice staff member does not exceed one hour.
 - f. While in the Program, STRAC or staff of the Patient's hospice provider may contact CITY to schedule an in-home visit with a Patient by an MIH Paramedic should the family be concerned about the Patient's status. The MIH Paramedic will assess the Patient/situation and provide treatment per the mutually agreed upon treatment protocol pending the arrival of a hospice provider staff member.
 - i. The MIH Paramedic may upgrade the response of CITY EMS resources if deemed medically necessary.
 - ii. The MIH Paramedic will provide status updates at regular intervals to STRAC and/or the staff of the Patient's hospice provider during patient contact, as needed.

- g. CITY shall prepare and retain Patient care records for every Patient contact and will provide copies of such Patient care records to STRAC within five business days following each patient contact.
 - h. CITY shall submit a written report monthly to STRAC regarding utilization of the MIH Program by enrolled patients. Each such report will be submitted by CITY to STRAC not later than the tenth day of the month following the month which is the subject of the report.
- 2. STRAC shall provide the following services to CITY and perform the following obligations:
 - a. Cause each hospice provider with which STRAC contracts for hospice services to introduce the concept of enrollment in the MIH Program to all of its patients that the hospice provider determines, in its sole discretion, are eligible for enrollment in the MIH Program.
 - b. Facilitate the enrollment of Patients who are determined by STRAC in its sole discretion to be at-risk for hospice revocation or voluntary withdrawal from such hospice care into the CITY MIH Program.
 - c. Cause each hospice provider with which STRAC contracts for hospice services to provide to STRAC and CITY for each patient of such hospice provider that is enrolled in the CITY MIH Program the following information for each such Patient:
 - i. Patient's full name, date of birth, social security number and phone number
 - ii. Name and phone number of Patient's identified Durable Healthcare Power of Attorney (if designated)
 - iii. The name and 24-hour access phone number for the hospice provider Nurse assigned to the Patient and his/her family.
 - iv. Access to all medical records for the Patient enrolled in the MIH Program, to include the out of Hospital DNR.
 - d. Cause each hospice provider with which STRAC contracts for hospice services to report to the Patient's home within 1 hour of contact by the MIH Paramedic following a 911 response or other emergency contact, and immediately communicate any extenuating circumstances or necessary delays to the MIH Paramedic or CITY's representative.
 - e. Cause each hospice provider with which STRAC contracts for hospice services to provide STRAC and CITY timely information regarding each Patient who is no longer enrolled in the CITY MIH Program.
 - f. Cause each hospice provider with which STRAC contracts for hospice services to provide STRAC and/or CITY continuing education and training on hospice, end-of-life care, advanced directives and other topics that will facilitate the provision of appropriate care to a Patient.
 - g. Cause each hospice provider with which STRAC contracts for hospice services to provide STRAC and/or CITY access to its Electronic Medical Record System to allow

access to pertinent Patient information in the event that an unenrolled Patient calls 911 and CITY requires information related to his/her condition or care plan.

Appendix B.
MIH Fee Schedule

Compensation paid by STRAC to CITY for the Mobile Integrated Healthcare Program Services provided by CITY under this Agreement shall be determined as follows:

1. STRAC shall pay CITY a monthly amount of Three Hundred Sixty dollars (\$360) for each patient enrolled in the MIH Program at any time during the month.
2. STRAC pay CITY a one-time amount of Three Hundred Sixty dollars (\$360) for an emergency visit with a non-enrolled patient. This amount does not enroll the patient in the program. Enrollment will be accomplished per #1 above. If an unenrolled patient is not seen by an MIH Paramedic for any reason, there will be no "one-time fee" paid to STRAC.
3. STRAC agrees to pay CITY a fee of \$20 per patient for the uploading of unenrolled patients into the CITY's Computer Aided Dispatch system (if available to the specific agency) in order to facilitate notification of dispatch of EMS units to such unenrolled patient's address. STRAC will pay CITY a modification fee of \$5 per change as changes are made to that patient list (deletions/address changes/etc.).
4. CITY will submit a detailed invoice to STRAC by the tenth day of each month setting forth:
 - a. the name of each Patient enrolled in the Program at any time during the prior month, the payment due for such enrollment, and the total due for enrollment of all Patients;
 - b. the name of each non-enrolled patient with whom an emergency visit was conducted, the payment due for such visit, and the total due for all such visits; and
 - c. the name of each unenrolled patient whose information is uploaded into CITY's Computer Aided Dispatch system or modified in such system, the amount due for each such action, and the total due for all such actions.
5. STRAC will remit to City the total due for all Patients within thirty days of STRAC's receipt of the invoice from CITY.