

**AMENDMENT TO
THE INTERLOCAL COOPERATION AGREEMENT
CONCERNING A TRAUMA DATA PROJECT SYSTEM**

THIS AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT (“Amendment”) concerning A Trauma Data Project System is entered into by and between the THE CITY OF SAN ANTONIO, hereinafter referred to as CITY, a Texas Home Rule Municipality and the SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL FOR TRAUMA, hereinafter referred to as “STRAC”, a political subdivision of the State of Texas.

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

RECITALS

WHEREAS, Chapter 773 of the Texas Health and Safety Code provides the authority pursuant to which the South Texas Regional Area Council has been established; and

WHEREAS, the San Antonio Fire Department, is the recognized emergency medical services agency for the CITY, and is authorized, ready, able and willing to provide as stated herein, paramedics, who are certified, and to record emergency services provided in the course of performing such services; and

WHEREAS, the Parties previously entered into an INTERLOCAL COOPERATION AGREEMENT CONCERNING A TRAUMA DATA PROJECT SYSTEM (“Agreement”), which is attached hereto and incorporated by reference for all purposes as Exhibit I;

WHEREAS, subsequent to the execution of the Agreement, it is necessary to amend the Agreement due to changes in circumstances and requirements of the Parties;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree to amend the Agreement as follows by amending or adding the following sections:

Title: The title shall be changed from “Interlocal Agreement concerning a Trauma Data System” to “Interlocal Agreement concerning a Clinical Informatics System.”

2.01 The Fire Department and STRAC agree to work collaboratively to maintain a Clinical Informatics reporting system to transfer data from the Fire Department units to other health care providers via computer and to determine content and frequency of any and all reporting.

2.02 Fire Department shall have the sole authority over determining any and all issues regarding clinical necessity and the appropriate emergency medical treatment.

2.03 The Fire Department shall have sole authority over determining any and all usage regarding their data.

2.04 In the performance of the work, duties and obligations herein, it is mutually understood and agreed that the Parties shall not be considered employees of each other Party. The Parties shall be considered and are independent contractors. The Parties shall not have control, direction and/or dominion over the other nor any of their respective employees, other than the terms of this Agreement. The Parties shall be responsible for performing the services contemplated herein in good manner and the work shall be conducted in strict accordance with currently approved practices and in compliance with all laws, licenses and certification requirements, if any. No partnership, joint venture or other arrangement (other than independent contractor) is intended to be, or has been, created as a result of this Agreement. Parties have no authority to act for or on behalf of the other Party except as provided for in this Agreement, and no other authority, power or use is granted or implied. Parties may not incur any debt, obligation, expense, or liability of any kind on behalf of the other Parties without said party's expressed written permission.

2.05 Parties have no exclusive rights or benefits other than those set forth herein.

2.06 Parties are neither responsible nor liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the other Party may cause or be involved in or that may arise during the term of this Agreement.

3.01 STRAC agrees to purchase software support and software upgrades on an annual basis for transmission of EMS data from the Fire Department to hospitals, and other team members supported by STRAC. To offset the cost of this software support and upgrades, the City agrees to pay an annual support fee to STRAC based on the number of licenses issued. The license maintenance fee is set by the STRAC Clinical Informatics Division Director and STRAC Executive Director and is approved by the STRAC Executive Committee and subject to approval by the City.

3.02 Payment for licenses shall be made based on the prices listed in the attached pricing schedule, which is incorporated by reference for all purposes. Pricing may be changed for each subsequent year by both parties signing a new pricing schedule which shall replace the previously incorporated pricing schedule.

3.03 This Section Deleted.

3.04 The Fire Department agrees to consider all requests for related research from STRAC Clinical Informatics Division or the San Antonio Military Medical Center's Institute of Surgical Research. Each individual request will be reviewed and either approved or denied by the Chief of the Fire Department's Operation Section. These individual requests will be in writing and will describe in detail the scope and responsibilities of the research project. A response to research requests will be no longer than 90 days from date of receipt of the written request. Although scope and responsibilities may be similar, an individual request must be submitted for each instance.

3.05 The Fire Department shall provide appropriate staff for deployment, maintenance, and initial and ongoing training of the data transfer software with the assistance of the System Administrator of STRAC's Clinical Informatics Division.

4.01 The Agreement may be extended from year to year, providing City Council has budgeted funds for its continuation. The term of this Agreement will begin upon signature of both parties and continue until terminated by one of the parties.

5.01 The Fire Department shall utilize STRAC Clinical Informatics software to transfer emergency service records to STRAC, including but not limited to: medical history forms, consent forms, monitoring forms, incident records and preplans. STRAC maintains these records on its record retention system, but SAFD shall remain the Custodian of record for any patient record requests.

6.01 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 (3) 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.

**FOR SAN ANTONIO
FIRE DEPARTMENT:**

Charles N. Hood
Fire Chief
315 Santa Rosa Suite 2000
San Antonio, Texas 78205

**FOR SOUTHWEST TEXAS REGIONAL
ADVISORY COUNCIL:**

Eric Epley
Executive Director
7500 US Highway 90 West, Suite 200
San Antonio, Texas 78227

All other sections of the Agreement remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____ DAY OF _____, 2014.

SAN ANTONIO FIRE DEPARTMENT

BY: _____
Charles N. Hood
Fire Chief

**SOUTHWEST TEXAS REGIONAL
ADVISORY COUNCIL**

BY: _____
Eric Epley
Executive Director

APPROVED AS TO FORM:

BY: _____
Robert F. Greenblum
City Attorney