

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO (FIRE DEPARTMENT) AND UT HEALTH-SA,  
DEPARTMENT OF EMERGENCY HEALTH SCIENCES (OFFICE OF THE MEDICAL  
DIRECTOR)

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Interlocal Agreement (hereinafter “ILA” or “Agreement”) is entered into on this \_\_\_\_\_ day of December, 2020 by and between the **City of San Antonio**, a home-rule municipality situated within Bexar County, Texas acting by and through its City Manager or designee, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and (herein called “City” or “Participant”) and the **UT Health San Antonio** (“UT Health” or “E3 Partner”). This Agreement is made and entered by the Parties pursuant to the authority granted under the Interlocal Corporation Act, Texas Government Code §791.011 et.seq.

**WITNESSETH**

WHEREAS, the City’s Fire Department (Fire Department), as an entity that is enrolled in Medicare as an ambulance service supplier or ambulance provider, was accepted to participate in the Emergency Triage, Treat, and Transport Model (“ET3 Model” or “Model”) under Section 1115A of the Social Security Act (“Act”) as formed by the Centers for Medicare & Medicaid Services (“CMS”); and

WHEREAS, the ET3 Model requires that an agreement between Parties exist to provide services through a Treatment in Place program; and

WHEREAS, the UT Health San Antonio has agreed to provide these services to the citizens of San Antonio through its Department of Emergency Health Services (Office of the Medical Director), when needed through the EMS system; and

WHEREAS, it is the desire of City of San Antonio (Fire Department) and the UT Health San Antonio, Department of Emergency Health Services (Office of the Medical Director) to institute this ILA to provide both in-person and telemedicine Treatment in Place services to EMS patients in the current EMS coverage area; and

NOW THEREFORE, City of San Antonio (Fire Department) and the UT Health San Antonio, Department of Emergency Health Services (Office of the Medical Director) hereby agree as follows:

**ARTICLE I**  
**PURPOSE**

The purpose of this agreement is to establish an ET3 Partner arrangement between the City and UT Health for participation in the ET3 Model.

**ARTICLE II**  
**DEFINITIONS**

In this ILA, the definitions as listed in Attachment 1: City’s ET3 Participation Agreement (the “Participation Agreement”) shall apply.

**ARTICLE III**  
**TERM**

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this ILA begins on January 1, 2021 and ends on December 31, 2025.

If the City ceases its participation in the ET3 Model or, if in the event of a Remedial Action CMS requires the City to terminate its relationship with UT Health relating to performing functions or services related to the ET3 Model, this ILA shall terminate immediately, and City shall provide UT Health notice of such early termination. City shall deliver such written notice of the termination to all ET3 Partners, Downstream Practitioners, and Billing Parties. City shall deliver such notice in a manner determined by CMS and no later than 30 Days before the effective date of the termination unless a later date is specified by CMS.

**ARTICLE IV**  
**OBLIGATIONS OF PARTIES**

- 1) Parties agree to comply with all terms and conditions of the Participation Agreement and UT Health agrees to and accepts all terms applicable to an ET3 Partner.
- 2) UT Health agrees to participate in the Model as City’s ET3 Partner and furnish Covered Services to ET3 Model Beneficiaries as part of a Treatment in Place intervention, or to arrange for Covered Services to be furnished by a Downstream Practitioner to ET3 Model Beneficiaries as part of a Treatment in Place intervention.
- 3) UT Health will ensure it has the capacity to meet the needs of ET3 Model Beneficiaries who receive Covered Services during a Treatment in Place intervention, as well as the ability to bill Medicare for Covered Services furnished to ET3 Model Beneficiaries during a Treatment in Place intervention or, UT Health will arrange for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services.
- 4) UT Health will collect and report to City data on an Encounter, as necessary and appropriate, to ensure that City is able to make data submissions to CMS in accordance with Article 16 of the furnished Participation Agreement. In addition, UT Health will require its Downstream Practitioners and Billing Parties to collect and report Encounter data and coordinate its submission to the City.
- 5) UT Health will provide written confirmation of its consent to bill and receive payment for Covered Services furnished as part of a Treatment in Place intervention as described in Article 8.1 of the

furnished Participation Agreement and, if applicable, UT Health will ensure that its Billing Parties provide written confirmation of each Billing Party's consent to bill and receive payment for such Covered Services as described in Article 8.1 of the furnished Participation Agreement.

- 6) UT Health understands its obligation and agrees to comply with the applicable terms and conditions of the ET3 Model as set forth in this ILA and the Participation Agreement, including, but not limited to, compliance with ET3 Model evaluation, monitoring, and oversight activities and UT Health will ensure that its Downstream Practitioners and Billing Parties are obligated to comply with the applicable terms and conditions of the ET3 Model as set forth in this ILA and the Participation Agreement.
- 7) UT Health will comply with all applicable laws and regulations including, but not limited to, those specified in Article 14.2(b) of the Participation Agreement (Attachment 1), and UT Health will ensure that its Downstream Practitioners and Billing Parties are obligated to comply with all such laws and regulations.
- 8) UT Health will promptly submit to City a true, accurate, and complete list of all its Alternative Destinations, Downstream Practitioners, and Billing Parties upon request by City. Such list must include the legal name and NPI of each Billing Party and Downstream Practitioner. Billing Parties that are Downstream Practitioners need not be listed twice.
- 9) If Covered Services furnished to an ET3 Model Beneficiary during a Treatment in Place intervention are furnished by a Downstream Practitioner and the Billing Party is not the Downstream Practitioner who furnished the Covered Services, UT Health will ensure that the Downstream Practitioner who furnished the Covered Services has reassigned his or her right to bill the Medicare program and receive Medicare payments for the Covered Services to the Billing Party.
- 10) UT Health will require its Downstream Practitioners and Billing Parties to update their Medicare enrollment information on a timely basis in accordance with Medicare program requirements and, UT Health will do the same.
- 11) UT Health will notify City of any changes to its Medicare enrollment information, legal name, NPI or other identifier specified by CMS with respect to the entity, and a Change of Control within 30 Days after becoming aware of the change, and UT Health will also ensure that its Alternative Destinations, Downstream Practitioners and other Billing Parties are obligated to do the same if they are on the ET3 List, or if the change meaningfully affects the Downstream Practitioner's capacity to furnish Covered Services to ET3 Model Beneficiaries as part of an ET3 Model Intervention.
- 12) UT Health will notify City within 7 Days of becoming aware that UT Health or any of its Downstream Practitioners or Billing Parties is under investigation or has been sanctioned (including, without limitation, the imposition of program exclusion, debarment, civil monetary penalties, loss of medical license or equivalent, corrective action plans, and revocation of Medicare billing privileges) by the federal, state, or local government, or any licensing authority, and UT Health will ensure that its Downstream Practitioners and Billing Parties provide such notice to the UT Health if the Downstream Practitioner or Billing Party is the subject of such investigations or sanctions.

- 13) City retains the right to take remedial action against UT Health, including termination of this ILA, to address noncompliance with the terms of the ET3 Model as set forth in the Participation Agreement or to address program integrity issues identified by CMS. UT Health will ensure that its arrangements with its Downstream Practitioners and Billing Parties permit UT Health to take such actions against Downstream Practitioners or Billing Parties to address noncompliance with the applicable terms of this ET3 Model as set forth in this ILA or the Participation Agreement, and to address any program integrity issues identified by CMS.
- 14) In the event the UT Health is removed by CMS from the ET3 List, City may immediately terminate this ILA. In addition, UT Health shall ensure it has the ability to terminate its arrangement with any of its Billing Parties who are removed from the ET3 List by CMS.
- 15) Implementation Plan. UT Health agrees to adhere to the applicable requirements of the City's CMS-accepted Implementation Plan and to obligate its Downstream Practitioners and Billing Parties to do the same.
- 16) Consent to After Hours Upward Payment Adjustment. UT Health agrees to provide City with written confirmation of consent to the After Hours Upward Payment Adjustment and, if applicable, UT Health shall require each Qualified Health Care Partner that has agreed to arrange for Covered Services to be furnished to ET3 Model Beneficiaries as part of a Treatment in Place intervention by one or more Downstream Practitioners to obtain such consent from each of its Downstream Practitioners who have agreed to furnish Covered Services to ET3 Model Beneficiaries as part of a Treatment in Place intervention, as well as from any Billing Parties who have agreed to submit claims to Medicare for such Covered Services. This Consent to After Hours Upward Payment Adjustment shall be renewed annually.
- 17) Privacy and Patient Data Sharing; Health Insurance Portability and Accountability Act (HIPAA) Requirements
  - (a) Parties acknowledge that each is a covered entity, as defined in 45 C.F.R. §160.103.
  - (b) Parties shall have all appropriate administrative, technical, and physical safeguards in place before the start of the Model Performance Period to protect the privacy and security of PHI in accordance with 45 C.F.R. §164.530(c).
  - (c) Parties shall maintain the privacy and security of all Model-related information that identifies individual beneficiaries in accordance with the HIPAA Privacy and Security Rules and all relevant HIPAA Privacy and Security guidance applicable to the use and disclosure of PHI by covered entities and business associates, including 42 C.F.R. Part 2, as well as applicable state laws and regulations, for as long as the Participant retains the data, which may extend beyond the Model Performance Period.
- 18) Evaluation Requirements. Consistent with the requirements of 42 C.F.R. § 403.1110, Parties shall participate and cooperate in the evaluation activities described in Article 12.1(a)(iii) of the Participation Agreement during the Model Performance Period and for six months thereafter to enable CMS and/or its designees to track and obtain any and all relevant data as may be needed for the Model

evaluations. UT Health shall require its Downstream Practitioners to participate and cooperate in the same. This clause shall survive the termination of the ILA.

19) Release of Information.

- (a) CMS Prior Approval. Parties shall, and shall require its ET3 Partners, Downstream Practitioners, and Billing Parties to, obtain prior approval from CMS during the Model Performance Period and for six months thereafter for the publication or release of any press release, beneficiary education materials, external report or statistical/analytical material that materially and substantially references the participation of the City, UT Health, an ET3 Partner, a Downstream Practitioner, or a Billing Party in the Model or the financial arrangement between the City and CMS. External reports and statistical/analytical material may include, but are not limited to, papers, articles, professional publications, speeches, and testimony.
- (b) Required Disclaimer. All external reports and statistical/analytical material that are subject to the requirements of Article 13.1 of the Participation Agreement must include the following statement on the first page: “The statements contained in this document are solely those of the authors and do not necessarily reflect the views or policies of CMS. The authors assume responsibility for the accuracy and completeness of the information contained in this document.”.
- (c) This clause shall survive the termination of the ILA.

- 20) Compliance. Parties shall comply with, and shall require all Downstream Practitioners, and Billing Parties to comply with, all applicable statutes, rules, and regulations, including, without limitation: (a) federal criminal laws; (b) the False Claims Act (31 U.S.C. 3729 et seq.); (c) the anti-kickback statutes (42 U.S.C. 1320a-7b(b)); and (d) the civil monetary penalties law (42 U.S.C. 1395nn). This ILA does not waive any obligation of the Parties, Downstream Practitioners, or Billing Parties to comply with the terms of any other CMS contract, agreement, Model, or demonstration.

**ARTICLE V**  
**AUDITS AND RECORDS RETENTION**

- 5.1 Right to Audit and Correction. Parties agree, and must require all ET3 Partners, Downstream Practitioners, Billing Parties, and other individuals and entities performing functions or services related to ET3 Model Interventions to agree that the federal government, including CMS, HHS, and the Comptroller General or their designees, has the right to audit, inspect, investigate, and evaluate any books, contracts, records, documents, and other evidence of the Parties, ET3 Partners, Downstream Practitioners, Billing Parties, and other individuals and entities performing functions or services related to ET3 Model Interventions that pertain to the following:
- (a) City’s compliance with the Participation Agreement, including provisions that require the City to impose duties or requirements on ET3 Partners, Downstream Practitioners, and Billing Parties;

- (b) Whether ET3 Partners, Downstream Practitioners, and Billing Parties complied with the duties and requirements imposed on them by the City pursuant to the terms of the Participation Agreement;
- (c) Patient complaints and appeals;
- (d) The quality of the services performed under the Participation Agreement; and
- (e) ET3 Model Beneficiary medical records.

5.2 Maintenance of Records. Parties agree, and must require all ET3 Partners, Downstream Practitioners, and Billing Parties to agree, to the following.

- (a) To maintain and give the federal government, including CMS, HHS, and the Comptroller General or their designees, access to all books, contracts, records, documents, and other evidence (including data related to Medicare utilization and costs, quality performance measures, and other financial arrangements) sufficient to enable the audit, evaluation, inspection, or investigation of City's compliance with the Participation Agreement, including provisions that require the City to impose duties or requirements on ET3 Partners, Downstream Practitioners, and Billing Parties; whether ET3 Partners, Downstream Practitioners, or Billing Parties complied with the duties and requirements imposed on them by the City pursuant to the terms of the Participation Agreement; the quality of services furnished to ET3 Model Beneficiaries under the Model; and the City's obligation and ability to repay any monies owed to CMS.
- (b) To maintain such books, contracts, records, documents, and other evidence for a period of 10 years from the expiration or termination of the Participation Agreement or from the date of completion of any audit, evaluation, inspection, or investigation, whichever is later, unless:
  - (i) CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies the City at least 30 Days before the normal disposition date; or
  - (ii) There has been a termination, dispute, or allegation of fraud or similar fault against either Party, ET3 Partners, Downstream Practitioners, or Billing Party related to the ET3 Model, in which case the records shall be maintained for an additional six years from the date of any resulting final resolution of the termination, dispute, or allegation of fraud or similar fault.

5.3 Each party shall notify the other party, immediately, in the event Party receives any requests for information from a third party, which pertain to the other party's documentation and records referenced herein. UT Health understands and agrees that City will process and handle all such requests.

**ARTICLE VI**  
**NON-DISCRIMINATION**

As a party to this contract, UT Health understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

In the event of non-compliance by either party (or either party's subcontractors or employees) with local, state, federal equal employment opportunity and affirmative action rules, regulations and laws, this ILA may be canceled, terminated, or suspended by the other party, in whole or in part.

**ARTICLE VII**  
**INSURANCE**

Parties acknowledge 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 Civil Practice and Remedies Code, Section 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. Parties shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

Each party maintains a self-insurance fund for general liability and worker's compensation claims and cause of action to meet their statutory obligations to their respective employees.

**ARTICLE VIII**  
**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 (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.

If intended for City, to:

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

If intended for UT Health, to:

UT Health San Antonio  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE IX**  
**ASSIGNMENT**

This ILA is not assignable by either party without the prior written consent of the other. Any assignment without such written consent shall be void and have no effect.

**ARTICLE X**  
**SEVERABILITY**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this ILA, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**ARTICLE XI**  
**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 City, such changes must be as described in Article XIV. Amendments. 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.

**ARTICLE XII**  
**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.

**ARTICLE XIII**  
**TEXAS LAW TO APPLY / VENUE**

This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable and venue shall lie in Bexar County, Texas.



**ARTICLE XIV**  
**AMENDMENT**

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 City and UT Health, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

**ARTICLE XV**  
**LICENSES/CERTIFICATIONS**

Parties warrant and certify that they 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.

**ARTICLE XVI**  
**NO THIRD PARTY BENEFICIARIES**

Nothing in this contract, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this contract or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and assigns.

**ARTICLE XVII**  
**INCORPORATION OF ATTACHMENTS**

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment 1: City's ET3 Participation Agreement

**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

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

**ARTICLE XIX**  
**EXECUTION IN COUNTERPART**

This Agreement and any amendments thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

**ARTICLE XX**  
**AUTOPEN OR ELECTRONIC SIGNATURE**

This Agreement and any amendments hereto may be signed by autopen or electronic signature (e.g., DocuSign or similar electronic signature technology) and may be transmitted by electronic means. Copies of this Agreement and any amendments hereto that are so executed and delivered have the same force and effect as if executed with handwritten signatures and physically delivered.

[SIGNATURE PAGE FOLLOWS]

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF SAN ANTONIO**

**UT HEALTH SAN ANTONIO**

\_\_\_\_\_  
Name: Charles N. Hood

Title: Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Lance Villers

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST BY:

\_\_\_\_\_  
Tina J. Flores, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney