

**SECOND EXTENSION OF AND THIRD AMENDMENT TO
EMS MEDICAL DIRECTION AGREEMENT**

This Second Extension of and Third Amendment to EMS Medical Direction 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, and the University of Texas Health Science Center at San Antonio (CENTER).

WHEREAS, CITY and CENTER, pursuant to Ordinance 2011-08-18-0678, entered into the EMS Medical Direction Agreement; and

WHEREAS, Subsection F(1) of that agreement provides for an initial term of two years, from October 1, 2011, to September 30, 2013; and

WHEREAS, Subsection F(1) of the agreement also provides for an extension of two years, from October 1, 2013, to September 30, 2015, should the parties desire such; and

WHEREAS, the parties chose to extend the agreement until September 30, 2015, and, pursuant to Ordinance 2013-06-20-0476, did so by way of the Extension of and Second Amendment to EMS Medical Direction Agreement; and

WHEREAS, the parties now wish to extend the agreement to December 31, 2015; and

WHEREAS, it is necessary to amend the agreement to provide for this extension, to extend the agreement, and to modify pricing for the period of the extension; **NOW THEREFORE**:

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Subsection F(1) of the EMS Medical Direction Agreement is hereby amended to provide as follows:

The term of this Agreement shall begin on October 1, 2011 and end on September 30, 2013. This Agreement may be extended by mutual agreement of the parties on the same terms and conditions, except for price, for up to one two-year renewal period, by written agreement, signed by both parties and authorized by the San Antonio City Council by passage of an ordinance. This Agreement may be extended by mutual agreement of the parties on the same terms and conditions, except for price, for the period October 1, 2015, to December 31, 2015, by written agreement, signed by both parties and authorized by the San Antonio City Council by passage of an ordinance.

SECTION 2. Pursuant to Subsection F(1) of the EMS Medical Direction Agreement, said agreement is hereby extended for the period beginning October 1, 2015, and ending December 31, 2015.

SECTION 3. The EMS Medical Direction Agreement is hereby amended to add Subsection G(1B), which shall provide as follows:

In consideration for the services provided and purchases made pursuant to the terms of this contract, the CITY agrees to pay the CENTER \$170,993.28 for the period October 1, 2015, to December 31, 2015 in accordance with the provisions of this section, and in conformance with Exhibit III – Budget, which is incorporated herein for all purposes. Payment will be billed on October 1, 2015.

SECTION 4. All other terms, conditions, covenants, and provisions of the EMS Medical Direction Agreement not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said agreement, and any renewals thereof.


SECTION 5. This Second Extension of and Third Amendment to the EMS Medical Direction Agreement embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED on _____, 2015.

CITY OF SAN ANTONIO

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

Sheryl L. Sculley
City Manager



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

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

EXHIBIT III

MDs Budget for UTHSC Contract 2014 & 2015	Year 3: 2013-2014	Year 4: 2014-2015
% Personnel		
Medical Direction Services		
.83 FTE Medical Director (MD-1)	\$ 199,531.95	\$ 205,517.91
1.0 FTE Assistant Medical Director (MD-2)	\$ 212,180.00	\$ 218,545.40
TOTAL FACULTY SALARIES	\$ 411,711.95	\$ 424,063.31
Faculty Staff Benefits @26%	\$ 107,045.11	\$ 110,256.46
MD-3 (Other MDs & Fellows) On-Line Medical Direction	\$ 50,000.00	\$ 50,000.00
% Personnel Salaries, Benefits and Services	\$ 568,757.06	\$ 584,319.77
Travel		
\$3,000 x 2 MDs per year	\$ 6,000.00	\$ 6,000.00
Total	\$ 6,000.00	\$ 6,000.00
Vehicle O & M		
Vehicle Fuel & Maintenance @ \$3,500/year x 2 vehicles	\$ 7,000.00	\$ 7,000.00
Total	\$ 7,000.00	\$ 7,000.00
Clothing Allowance		
\$250 x 2	\$ 500.00	\$ 500.00
Total	\$ 500.00	\$ 500.00
Telecommunications		
\$65/month for 2 office phones & \$50/month long distance	\$ 1,260.00	\$ 1,260.00
Sharepoint: \$50 x 12	\$ 600.00	\$ 600.00
Total	\$ 1,860.00	\$ 1,860.00
Liability Insurance/License Fees/Dues/Memberships		
Liability Insurance: \$184/month for both MDs	\$ 2,208.00	\$ 2,208.00
DEA License: \$731 x 2 (license good for 3 years)	\$ -	\$ -
TX Medical Brd: \$841 x 2 (license good for 2 years)	\$ -	\$ 1,682.00
DPS License: \$25 x 2 (yearly)	\$ 50.00	\$ 50.00
BCMS: \$840 x 2 (yearly)	\$ 1,680.00	\$ 1,680.00
NAEMSP: \$325 x 2 each (yearly)	\$ 650.00	\$ 650.00
ACEP: \$1,020 x 2 (yearly)	\$ 2,040.00	\$ 2,040.00
AAEM: \$1,738 x 2 (yearly)	\$ 3,476.00	\$ 3,476.00
ATLS: \$1,390 x 2 (yearly)	\$ 2,780.00	\$ 2,780.00
TMA: \$1,674 x 2 (yearly)	\$ 3,348.00	\$ 3,348.00
ABEM: \$100 x 2 (yearly)	\$ 200.00	\$ 200.00
EMS Specialty Certification: \$2,000 x 2 (yearly)	\$ 4,000.00	\$ 4,000.00
Total	\$ 20,432.00	\$ 22,114.00
Subtotal	\$ 604,549.06	\$ 621,793.77
HSC Indirect Costs (10%)	\$ 60,454.91	\$ 62,179.38
Grand Total	\$ 665,003.96	\$ 683,973.15
Quarterly Payment	\$ 166,250.99	\$ 170,993.29