

AN ORDINANCE

2018-09-20-0745

AUTHORIZING A TRAINING AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, THE SAN ANTONIO UNIFORMED SERVICES HEALTH EDUCATION CONSORTIUM, AND THE SAN ANTONIO FIRE DEPARTMENT THAT WILL PROVIDE FOR EMERGENCY MEDICINE TRAINING TO BOTH FELLOWS AND RESIDENTS THAT ARE ACTIVE DUTY IN THE UNITED STATES MILITARY OR FULL-TIME CIVILIAN EMPLOYEES OF THE UNITED STATES GOVERNMENT FOR A TERM ENDING JUNE 24, 2023.

WHEREAS, the San Antonio Uniformed Services Health Education Consortium (SAUSHEC), a unit of the U.S. Department of Defense that administers military graduate medical education programs that are based in San Antonio, has established residency and fellowship programs in various specialties that are accredited by the Accreditation Council on Graduate Medical Education; and

WHEREAS, the program curriculum requires special clinical training and experience in emergency medical services; and

WHEREAS, the San Antonio Fire Department (SAFD), along with the University of Texas Health Science Center at San Antonio (UTHSCSA), wishes to assist SAUSHEC in providing that clinical training and experience to its residents and fellows; and

WHEREAS, residents and fellows will ride out on SAFD emergency medical service (EMS) vehicles with SAFD personnel to the scenes of medical emergencies and provide emergency medical services to patients under the supervision of the EMS medical director; and

WHEREAS, it is necessary to enter into an agreement to effect this arrangement; and

WHEREAS, the term of the agreement will be five (5) years ending June 24, 2023; **NOW THEREFORE:**

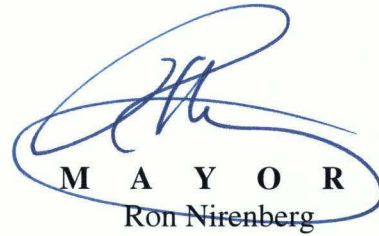
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and/or her designee and/or the Fire Chief or his designee are hereby authorized to execute a training affiliation agreement with SAUSHEC and UTHSCSA that contains substantially the same terms and conditions as those contained in **Attachment I**.

SECTION 2. There is no financial language required in connection with this Ordinance.

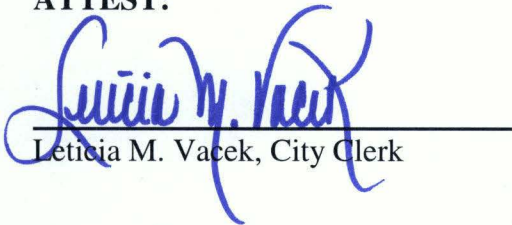
SECTION 3. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 20th day of September, 2018.



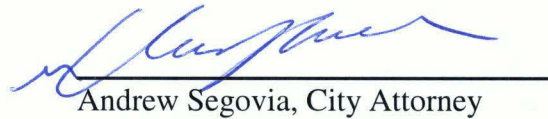
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	19 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26)						
Date:	09/20/2018						
Time:	09:35:36 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a 5-year Training Affiliation Agreement between the University of TX Health Science Center San Antonio, the San Antonio Uniformed Services Health Education Consortium, and the San Antonio Fire Department to provide emergency medicine training for US government residents and fellows. [Erik Walsh, Deputy City Manager; Charles Hood, Fire Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

A T T A C H M E N T 1

TRAINING AFFILIATION AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
AND
SAN ANTONIO FIRE DEPARTMENT
AND
SAN ANTONIO UNIFORMED SERVICES HEALTH EDUCATION CONSORTIUM

I. BACKGROUND

1. This Training Affiliation Agreement (Agreement) is entered into by and between The University Of Texas Health Science Center At San Antonio, hereafter **UTHSCSA**, San Antonio Fire Department, San Antonio, Texas, hereafter **SAFD**, and San Antonio Uniformed Services Health Education Consortium, hereafter **SAUSHEC**. UTHSCSA, SAFD and SAUSHEC are hereafter sometimes referred to individually as a "Party" and collectively as the "Parties".
2. The SAUSHEC is a joint military service activity consisting of Brooke Army Medical Center and the 59th Medical Wing. It is an entity of the US Department of Defense that provides unified and central management and administration for the military graduate medical education programs that are based in San Antonio, Texas. For purposes of this Agreement, all references to SAUSHEC shall include by implication the United States and all its instrumentalities.
3. SAUSHEC has established approved professional programs that have been accredited by the Accreditation Council for Graduate Medical Education. The program curricula require special clinical training in preparation for completion of residency/fellowship programs and in preparation for various specialty boards. Residents and fellows who will be trained under this Agreement must be on active duty in the United States military or other US federal employees. The specific nature of this program is to provide for training of a mutually agreed upon number of students in their specific fields and to accomplish required program objectives in the interests of patient care, training skills, and medical knowledge while utilizing the facilities of UTHSCSA and SAFD.
4. It is in the best interest of SAUSHEC for its trainees to use the clinical facilities of UTHSCSA and ride in SAFD emergency medical vehicles/ambulances to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future medical professionals in the Department of Defense. It is to the benefit of UTHSCSA and SAFD to receive and use the trainees' clinical experience and performance.
5. UTHSCSA has an existing agreement to provide physician medical direction and authorization for emergency medical care and transportation.

II. UNDERSTANDING: The Parties acknowledge and agree to the following:

1. While training under this agreement, SAUSHEC trainees will perform clinical care and

training under the control and supervision of UTHSCSA, or the EMS Medical Director's designee, and will be subject to, and be required to abide by all facility rules and applicable regulations.

2. It is understood and agreed that there will be no training expense incurred by SAUSHEC under this agreement.

3. This program will not result in, nor is it meant to, displace employees or impair existing contracts for services.

4. The number and assignment of trainees will be mutually agreed upon between SAUSHEC, UTHSCSA and the SAFD prior to the beginning of each training period. A Program Letter of Agreement (PLA) outlining specific goals and requirements for this rotation will be executed between the director of the SAUSHEC Program, UTHSCSA, and SAFD clinical point of Contact. The PLA will include a basic outline of the anticipated training, and supervision standards to be employed, and any other issues required by the Emergency Medicine Residency Review Committee.

5. UTHSCSA and SAFD will not use SAUSHEC's name in any of their publicity or advertising media. However, specified programs may be made known to trainees and prospective trainees.

6. SAUSHEC, UTHSCSA and SAFD will abide by all requirements of the ACGME, and the Residency Review Committee (RRC) involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.

7. In addition to other provisions in this agreement, UTHSCSA and SAFD specifically agrees to:

a. Make available the clinical and related facilities needed for training.

b. Arrange schedules that will not conflict with other education programs.

c. Designate the EMS Medical Director or his/her designee, to coordinate and supervise the SAUSHEC trainees' clinical learning experience during the trainees' rotation. Such coordination will involve planning with the UTHSCSA and SAFD faculty or professional staff for the assignment of SAUSHEC trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of UTHSCSA and SAFD. The designated official shall be appointed for a period long enough to ensure adequate continuity in supervision of the SAUSHEC trainees, and shall have the authority for the day-to-day operations of this rotation at the UTHSCSA and SAFD.

d. In the event the UTHSCSA and SAFD assigns SAUSHEC trainees to any other facility than that of the UTHSCSA and SAFD for clinical training, the UTHSCSA and SAFD shall ensure that ACGME and RRC guidelines are adhered to while the SAUSHEC trainees participate at that facility.

e. Provide reasonable facility space for classroom, conference, office, storage, dressing and locker room space for participating SAUSHEC trainees.

f. Grant SAUSHEC trainees necessary administrative privileges to meet the training goals typically enjoyed by the UTHSCSA and SAFD's professional staff. For example, computer access, desk, phone, and parking permit.

g. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of SAUSHEC's education programs.

h. Provide emergency medical and dental stabilization and transport of SAUSHEC trainees while at the UTHSCSA and SAFD for training.

8. In addition to other provisions of this Agreement, SAUSHEC specifically agrees to:

a. Designate an official to coordinate the trainees' clinical learning experience. Such coordination will involve planning with UTHSCSA faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of UTHSCSA. This designated official also will complete a timely evaluation of each trainee's performance after the completion of training. This evaluation will be in a format that is mutually acceptable to the Parties.

b. Provide and maintain accurate personnel records and reports developed during the course of SAUSHEC trainees' clinical experience.

c. Ensure SAUSHEC trainees' compliance with all UTHSCSA and SAFD rules and applicable instructions.

d. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

e. Prohibit SAUSHEC trainees from publishing any materials developed as a result of their clinical experience that has not been approved for release in writing by SAUSHEC and UTHSCSA.

f. Ensure SAUSHEC trainees execute the trainee release document attached to this Agreement, releasing SAFD from liability for injuries to trainees.

9. It is understood that UTHSCSA and/or SAFD may generate appropriate bills for Hospital services rendered by SAUSHEC trainees training at UTHSCSA and SAFD, and UTHSCSA and/or SAFD may generate appropriate bills for the provider services rendered by SAUSHEC trainees subject to any restriction under federal law on billing for services of federal employees.

All proceeds from these bills shall become the exclusive property of UTHSCSA and/or SAFD as applicable; SAUSHEC shall have no right or claim to any of such proceeds.

10. It is understood that this Agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of Texas shall apply. Consequently, while assigned to UTHSCSA and SAFD and training pursuant to the terms of this Agreement, SAUSHEC trainees remain employees of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by SAUSHEC trainees while acting within the scope of their duties pursuant to this Agreement.

11. It is expressly agreed that this Agreement embodies the entire agreement of the Parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this Agreement must be in writing and be signed by each Party.

12. UTHSCSA and SAFD agree to provide training on its HIPAA policies and procedures to those trainees who will be working in the facility and/or riding in the emergency vehicle. SAUSHEC trainees shall abide by the UTHSCSA and SAFD HIPAA policies. No protected healthcare information is anticipated to be exchanged between SAUSHEC and the UTHSCSA and SAFD. It is understood that trainees are considered members of the UTHSCSA and SAFD's workforce while receiving clinical training pursuant to this agreement and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

13. The terms of this agreement will commence as of the date fully executed by the last Party do so and will remain in effect for five years unless otherwise amended, modified, or terminated according to the relevant provisions contained herein. Termination by any Party will require written notification be sent by registered mail thirty (30) days prior to the termination date. It is understood that the SAUSHEC Dean will have the right to terminate the Agreement without such required notice at any time, if such termination is determined to be necessary in the interests of mission requirements.

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Point of Contacts for:

San Antonio Uniformed Services Health
Education Consortium

Bissoondath Ramjit
Affiliation Agreements Manager
59th Medical Wing/GE
2200 Bergquist Drive, Suite 1
JBSA Lackland TX 78236-9908
(210)292-7443
bissoondath.ramjit.civ@mail.mil

The University of Texas Health Science Center
at San Antonio

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EMS Medical Director
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San Antonio, TX 78229
(210) 265-7891
miramontesd@uthscsa.edu

SAN ANTONIO FIRE DEPARTMENT
EMERGENCY MEDICAL SERVICES

Yvette Granato
Deputy Chief, EMS Division
San Antonio, TX 78205
(210) 237-9565
Yvette.granato@sanantonio.gov

Signatures on Page Following

SIGNATURE PAGE TO
TRAINING AFFILIATION AGREEMENT

**SAN ANTONIO UNIFORMED SERVICES
HEALTH EDUCATION CONSORTIUM**

**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT
SAN ANTONIO**

Woodson Scott Jones, M.D.
Dean

Andrea M. Marks
Vice President, Chief Financial Officer

Date

Date

CITY OF SAN ANTONIO

Lance C. Villers, MA, LP
Chair, Department of EHS

Sheryl Sculley
City Manager

Date

Date

**SAN ANTONIO FIRE DEPARTMENT
EMERGENCY MEDICAL SERVICE**

David A. Miramontes, M.D.
EMS Medical Director

Date

Charles N. Hood
Fire Chief

Date

**CITY OF SAN ANTONIO
WAIVER, RELEASE AND INDEMNITY**

The City of San Antonio ("City"), on condition and in consideration of your signing this waiver and affirming the promises and statements contained below, agrees to permit you to travel as a passenger and observer in a vehicle owned by the City while it is being used by the Emergency Medical Services Division of the Fire Department of the City (EMS Division) in the performance of its governmental functions of said City in order that you may observe firsthand the performance of the EMS Division of said City in carrying out its duties and assignments.

I, the individual named below, acknowledge the following statements are true and make all of the promises contained below:

I am currently a trainee in good standing who is participating in a professional program or programs (Program) established and operated by the San Antonio Uniformed Services Health Education Consortium (SAUSHEC).

As a trainee in the Program, I am an employee of the United States performing duties within the course and scope of my federal employment. I am not and will not be an employee, contractor or agent of the City, or any of the City's agents, or employees.

I desire to travel as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division in order to further and enhance my training, education and experience in the Program.

I acknowledge that traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division entails known and unanticipated risk that could result in physical or emotional injury, or damage to me, to my property, or to third parties, and that I may expose myself or be exposed to extraordinary dangers and hazards which may arise in connection therewith.

I do hereby knowingly assume all such risks, dangers and hazards, and in consideration of being permitted to travel as a passenger as aforesaid,

I the individual named below, on behalf of myself, my heirs, personal representatives and executors, do hereby **DISCLAIM, RELEASE AND WAIVE** any and all claims against the City, the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, for personal or bodily injury, death, and property damage sustained by myself, arising out of, resulting from or in any manner related to my traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division, **INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS OR EMPLOYEES.**

I agree to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or

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 my traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division,

I FURTHER COVENANT AND AGREE THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY.

IT IS MY EXPRESS INTENT THAT THE WAIVERS, RELEASES AND INDEMNITY PROVIDED FOR HEREIN ARE INTENDED TO RELEASE, INDEMNIFY AND PROTECT THE CITY FROM ANY AND ALL CLAIMS OR ACTIONS, AS SET FORTH ABOVE, OF ANY KIND, ARISING DIRECTLY OR INDIRECTLY FROM MY TRAVELING AS A PASSENGER AND OBSERVER IN A VEHICLE OWNED BY THE CITY WHILE IT IS BEING USED BY THE EMS DIVISION, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF CITY, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES.

This, **WAIVER, RELEASE AND INDEMNITY** will apply to each and every instance in which I travel as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division and I am a trainee in the Program.

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I acknowledge that in making this agreement, I am relying wholly upon my own judgment, belief and knowledge, and have not been influenced to any extent whatsoever by any representations or statements not contained in this agreement. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division, I may be found by a court of law to have waived my right to maintain a lawsuit against the City on the basis of any claim from which I have released the City herein. I have had sufficient opportunity to read this entire document. I read and understand it, and I agree to be bound by its terms.

EXECUTED AND EFFECTIVE ON THE DATE WRITTEN BELOW

TRAINEE SIGNATURE

DATE

PRINTED NAME OF TRAINEE

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER