

EMS MEDICAL DIRECTION

This 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 pursuant to Ordinance No. 2011-08-18-~~0678~~, passed on August 18, 2011, and the University of Texas Health Science Center at San Antonio (CENTER).

WHEREAS, the CITY operates the Emergency Medical Services (EMS) throughout the CITY, a service providing emergency medical care and ambulance transport to hospital emergency rooms for those determined by medical standards to be in need; and

WHEREAS, this service is provided by the San Antonio Fire Department (SAFD) and in order for the SAFD to provide emergency medical services the CITY needs online and offline EMS Medical Director Services; and

WHEREAS, "EMT" means any SAFD Emergency Medical Technician of any level; and

WHEREAS, "EMTs" means all SAFD Emergency Medical Technicians of all levels; and

WHEREAS, the CENTER has, in the past, provided these services and the CITY wishes to arrange for such services; and

WHEREAS, the CENTER is willing to undertake these tasks; **NOW THEREFORE:**

The parties hereto, severally and collectively, agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

SECTION A EMS MEDICAL DIRECTOR, ASSISTANT MEDICAL DIRECTOR AND SAFD ADMINISTRATION

1. The San Antonio Fire Department (SAFD) Medical Director shall coordinate the provision of services agreed to under this contract.
2. CENTER shall immediately notify the Fire Chief if a CENTER employee associated with the provision of services covered in this contract is investigated due to administrative or policy infractions. CENTER shall provide any findings or results of said investigation to the Fire Chief upon conclusion of the investigation.
3. Official points of contact for the SAFD will be the Fire Chief and the Assistant Chief of EMS. The Assistant Chief of EMS (or designee) shall be the primary point of contact. The SAFD Medical Director shall direct all non-medical outside

entities' inquiries, issues and complaints concerning Medical Direction to the Assistant Chief of EMS.

4. The Chair of the University of Texas Health Science Center Emergency Health Sciences (EHS) Department will designate a currently licensed and board certified Texas physician(s) to act as SAFD Medical Director(s) as agreed upon by the Chief of EMS and EHS Chair. A process will be utilized that involves all stakeholders.
5. The Chair of the EHS Department will designate a currently licensed and board certified Texas physician(s) to act as Assistant SAFD Medical Director(s) as agreed upon by the Chief of EMS, SAFD Medical Director, and EHS Chair. A process will be utilized that involves all stakeholders.
6. The CITY shall have the right to disapprove any person(s) designated as SAFD Medical Director or Assistant SAFD Medical Director at anytime during the life of this Agreement, offering explanation of any disapproval in writing to the Chair of the EHS Department, and require that the Chair designate a new EMS SAFD Medical Director and/or Assistant SAFD Medical Director(s). The CENTER will begin search and hiring process immediately to replace said position and will appoint an interim SAFD Medical Director and/or Assistant SAFD Medical Director during said search and hiring process. The CENTER shall have 90 days from the CITY's request, unless otherwise extended due to process as agreed upon by CITY and CENTER, by and through the Chair of the EHS Department, to designate a successor SAFD Medical Director.
7. The SAFD Medical Director has ultimate authority over medical care issues in accordance with the Texas Administrative Code Title 22, Part 9, Chapter 197. The Fire Chief or designee(s) possess the ultimate authority for direction and decisions related to all administrative, operational, training, and related issues. When an operational decision may affect patient medical care, the Chief of EMS will consult with the Office of the SAFD Medical Director. In reference to the above stated Texas Administrative Code, the SAFD Medical Director and the CENTER agree not to, in any manner, commit the department, its budget or its personnel to any projects, programs, initiatives, clinical research studies, etc., without prior written agreement from the Fire Chief or appropriate designee.
8. Responsibilities of the SAFD Medical Director/Assistant SAFD Medical Director include, but are not limited to:
 - a. In conjunction with the Fire Chief (or designee), develop and articulate a strategic vision for EMS patient care services and EMTs education and continuing practice that is in line with the SAFD's vision to be a nationally recognized leader in providing emergency services; Chief of EMS will review strategic vision annually;

- b. Maintain effective communication with members of the Fire Department and EMS, city government, University, medical community, media, and the public as deemed appropriate by Fire Chief or designee;
- c. Serve as a liaison to the medical community, hospitals, facilities, and agencies providing clinical and field instruction for students; Communicate and coordinate with these groups in such a way to maintain a positive and productive relationship, and promote the image of the San Antonio Fire Department;
- d. Serve as a patient advocate and an advocate for SAFD EMTs throughout the CITY and University as appropriate;
- e. In conjunction with the Chief of EMS (or designee), establish and assess Standard Medical Operating Protocols (SMOP) and performance standards for field personnel, 911 dispatch and call instruction, transport criteria, and online and off-line direction. The SAFD Medical Director will ensure that all protocols are written in a manner that assures high quality medical service delivery and does not conflict with the operational responsibilities of the department, including, but not limited to, budgetary concerns, operational responses, staffing, or promotional processes;
- f. Facilitate the credentialing of personnel under her/his leadership. The CITY recognizes that the SAFD Medical Director has the exclusive right to restrict the delegated medical practice of any and all EMTs as deemed necessary to ensure appropriate standards of care following the appropriate steps as defined in this document. In the event that the EMT is reduced, restricted or removed from medical practice by the SAFD Medical Director, the CENTER and SAFD Medical Director shall take reasonable measures, through training, education, etc. to bring identified deficiencies to acceptable levels, considering operational policies and constraints. The CITY maintains the ability to reassign or otherwise determine if there is a continued role for the employee within the organization, provided the reassigned role does not place the employee in a patient care role that the SAFD Medical Director does not approve;
- g. Establish written guidelines for conducting medical reviews, chart audits, and field evaluations; and produce comprehensive reports to be reviewed during the quarterly meetings with the Chief of EMS and/or designee; reports shall contain key information necessary to ensure effective program management;
- h. Process, mediate, and attempt to resolve any medical complaint or inquiry originating from any element of the medical community in a timely fashion and report such actions to the Fire Chief and/or designees immediately upon receipt of complaint and resolution of such complaint;

- i. Respond to, mediate, and resolve any concerns or complaints of any member of the medical community and/or involving EMTs or medical related issues forwarded by SAFD personnel, in a timely manner, providing acceptable closure in the form of written documentation;
- j. In conjunction with the Chief of EMS, improve and supervise Quality Assurance (QA) and Performance Improvement (PI) programs for SAFD emergency medical services, creating a system of continuous quality improvement. This includes the creation of a remedial training process and QA program that identifies the level of severity of protocol infractions and their consequences, ensuring full and impartial disclosure to the Fire Chief and/or designees of the potential consequences of failure to adhere to said protocols. The SAFD Medical Director, Assistant SAFD Medical Director or designee will facilitate all QA/PI Medical Control Meetings between the CENTER and CITY that involve patient care as appropriate to the level of the QA/PI;
- k. Oversee the infection control program (as contracted with the CENTER) for the CITY SAFD uniform personnel;
- l. In conjunction with the Chief of EMS, approve both initial and continuing education program medical content for EMT-Basics and EMT-Paramedics in compliance with the Texas Department of State Health Services (DSHS), the U.S. Department of Transportation (USDOT), the Committee on Accreditation of Educational Programs for the EMS Professions (CoAEMSP), and/or other authorizing agencies as deemed appropriate;
- m. Validate knowledge and skill proficiency of EMTs through classroom observation and instruction, chart audit, and direct field observation (the SAFD Medical Director and Assistant SAFD Medical Director will participate in direct field observations through a minimum of five (5) emergency scene responses per month each). The Chief of EMS, the SAFD Medical Director and Assistant SAFD Medical Director will meet to evaluate other options for creating more on-scene observation opportunities. These field observations shall be documented via SAFD Dispatch system;
- n. In conjunction with the Chief of EMS (or designee), evaluate and recommend medical equipment and supply standards. The CITY will provide the SAFD Medical Director with the opportunity to provide written recommendations, complete with justifications, for new equipment, procedures or training plans that would require a budgetary commitment from the CITY as a part of the budgetary process; the CITY agrees to provide the SAFD Medical Director (or designee) with an opportunity to discuss any such recommendations with the Fire Chief

and/or designees in advance of the annual budget deadline, as provided in writing to the CENTER by the CITY. The SAFD Medical Director (or designee) also understands that items and/or program changes submitted through the budget process may or may not receive approval, along with the requested and/or necessary funding, i.e., proposed changes may not be possible; and the SAFD Medical Director (or designee) agrees to ensure that any new protocols or procedures that would require a budgetary commitment will be introduced in concert with scheduled budgetary adjustments;

- o. As part of the QA/PI programs, will participate with SAFD in the establishment and maintenance of a usable data system for evaluating and improving EMS services for the CITY as outlined in Section E of this Agreement;
- p. Participate in the initial education and continuing education of emergency personnel (Initial Education – minimum of 2 hours per initial training class, Continuing Education – minimum of 2 hours per CE week);
- q. In conjunction with the Chief of EMS (or designee), review and ensure the adequacy of any clinical/field internship and preceptorship experiences and evaluations to include the selection and removal of said preceptors and clinical/field internships;
- r. With prior written approval of the Chief of EMS (or designee), participate in and promote research in clinical and educational programs; ensure appropriate recognition for the City of San Antonio Fire Department associated with said research. CITY will actively support research and scholarly activities and will actively encourage SAFD uniform personnel to participate in said activities for the improvement of emergency medical care;
- s. Participate in local, regional, State and National committees, and other standing or newly established committees that require appropriate CENTER and/or CITY representation, as he/she deems appropriate and approved by the Chief of EMS;
- t. Remain in clinical practice in emergency medicine for a minimum of one shift per month within Bexar County;
- u. Perform other duties as required by law, rule, policy or other requirements as deemed appropriate by Chief of EMS;
- v. Be thoroughly familiar with EMS practices and the SAFD SMOPs; and

- w. Remain cognizant of the conditions and circumstances encountered and confronted by field personnel, as well as their levels of training and shall conduct telephone and radio exchanges with courtesy, respect, and patience at all times.
9. In addition, the SAFD Medical Director/Assistant SAFD Medical Director will have the following knowledge, abilities and skills:
- a. Degree from an accredited medical school;
 - b. Board certification in emergency medicine by the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM));
 - c. Experience in delivering emergency medical services in the field and in hospital settings;
 - d. Proven teaching skills in the area of adult education practices;
 - e. Knowledge of special stresses experienced by emergency personnel and students;
 - f. Excellent written and oral communication skills; and
 - g. An ability to work well with others and as a team member.
10. CITY agrees to the following:
- a. SAFD Administration will assist the Medical Direction efforts provided for in this contract.
 - b. As deemed appropriate by the Fire Chief or his appropriate designee, CITY will provide the EMS SAFD Medical Director with communication equipment required to provide effective Medical Control to all aspects of the system, installed and operated at no cost to the CENTER. This shall include but not be limited to radio communications monitoring and transmission equipment for appropriate EMS frequencies, a Smart phone and appropriate recharging equipment, (as technologically appropriate). The CENTER shall be responsible for replacing lost or damaged CITY equipment issued to Medical Control personnel which, in the Fire Chief's or designee's opinion, could have reasonably been prevented. CITY equipment will be maintained by CITY contract-appropriate personnel when applicable.
 - c. CITY will provide access and technical support, as available, to the EMS patient care database for CENTER to obtain information to enable

performance improvement activities. As adequate funding, equipment, and staffing are available, CITY will provide sufficient computer equipment and programming support to facilitate access to patient care and run data as it becomes available, as deemed appropriate by the Fire Chief or designee. CENTER will not be expected to perform said services in the case of a lack of adequate funding, equipment, data availability and staffing on the part of the CITY, as outlined in the above paragraph. Upon request, CITY will furnish statistical reports as appropriate and/or as they become available, with inclusion of the following information: patient distribution analysis by hospital, by unit, by time of day, by municipality served, by incident and by medical complaint. Routine reports will be determined by the SAFD Medical Director and Chief of EMS. Urgent requests will be coordinated by the SAFD Medical Director and Chief of EMS.

- d. CITY agrees to notify the SAFD Medical Director and/or the Assistant SAFD Medical Director of any meetings relating in any way to EMS service delivery as deemed appropriate by the Chief of EMS.

SECTION B

ON LINE MEDICAL DIRECTION AND CONTROL SERVICES

1. The SAFD Medical Director shall be responsible for providing Online Medical Direction services to the SAFD on a twenty-four hour basis, seven days a week and respond immediately to calls from EMS field personnel via the following methods:
 - a. SAFD Medical Director designated as Online Medical Direction.
 - b. Assistant SAFD Medical Director or other licensed physician, who is thoroughly familiar with EMS practices and the SAFD SMOPs to levels acceptable to the SAFD Medical Director and the Fire Chief and/or designees, will assist with the SAFD Medical Director-related duties under the direction of the SAFD Medical Director and will provide requested Performance Improvement written reports to the SAFD Medical Director in a timely manner.
2. The SAFD Medical Director shall oversee Medical Control provided by CTOs pursuant to the EMS Medical Control and Training Agreement.
3. Scheduled online coverage will be published by the SAFD Medical Director and sent to the EMS Administrative Office, EMS Shift Commander, and the SAFD Communication Center in a timely manner.

4. The CITY shall continue to provide Medical Control/Medical Direction channels and radios for use by online Medical Control/Medical Direction personnel as the primary means of communications with EMS field personnel. Medical Direction/Medical Control will be required to carry the radio at all times. The Cellular Phone System provided and maintained by the CITY will be utilized strictly as a back-up to the radio system and will be utilized for consultations / contact / communications with field personnel in the event of radio system failure. The number of radios and channels provided to Medical online providers shall be at the discretion of the Chief of EMS. As a norm, contact with online Medical Control will be initiated and conducted on medically-designated channels as approved and available. Medical Direction may be accomplished by cellular phone or radio transmission.
5. The CITY shall have the right to disapprove any particular person for continued duty as online Medical Direction at any time during the life of this Agreement, offering a reasonable explanation for the disapproval in writing to the SAFD Medical Director, and a copy to the Chair of the EHS Department, and shall require that, at the CITY's request, said individual be removed from online Medical Direction. Online Medical Direction coverage concerns resulting from such actions, whether permanent or temporary in nature, shall be assumed by the SAFD Medical Director. Patterns of unacceptable behavior, as perceived or judged by the Fire Chief or any designee and/or their respective command staffs, will be addressed during the quarterly Medical Direction Performance Improvement Meetings or other meetings coordinated and facilitated by the SAFD Medical Director and/or the Chief of EMS. Continued behavior judged to be unacceptable may result in disapproval, as indicated in this Agreement.

SECTION C

INFECTION CONTROL

1. The SAFD Medical Director will provide medical oversight to the Registered Nurse responsible for the Infection Control program as established by the EMS Medical Control and Training Agreement. As used herein, "Registered Nurse" means a Texas licensed individual under the medical supervision and authority of the SAFD Medical Director as per the Medical Control and Training Agreement dated contemporaneously with this Agreement.
2. The Registered Nurse will make recommendations to the SAFD Medical Director and Fire Chief and/or designee(s) regarding Communicable Disease procedures and requirements.
3. The Registered Nurse will consistently monitor, analyze, and report local, State, and/or Federal legislation related to infection control-related issues and report findings to the SAFD Medical Director and the Fire Chief or appropriate designee(s) (via e-mail or hard copy) in a timely manner.

SECTION D
INITIAL AND CONTINUING EMT EDUCATION

1. The Continuing education clinical content, as provided in accordance with the EMS Medical Control and Training Agreement, is defined and approved by the SAFD Medical Director.
2. SAFD personnel who receive initial certification and continuing education from another institution must be approved for field duty by the SAFD Medical Director to perform at the level certified following the credentialing guidelines.

SECTION E
SYSTEM QUALITY ASSURANCE AND
PERFORMANCE IMPROVEMENT SERVICES

1. The SAFD Medical Director recognizes the SAFD's vision to be a nationally recognized leader in providing emergency services and commits to assisting the SAFD in attaining and maintaining the best possible emergency medical service delivery system. The Quality Assurance (QA) and Performance Improvement (PI) programs will be consistent with SAFD policy and processes.
2. Medical oversight and supervision of CTO medical practice activities is authorized and provided by the SAFD Medical Director or designee.
3. Newly certified/licensed EMTs, EMTs removed from service due to prolonged absence, and other personnel, as required by the SAFD Medical Director, shall ride as a third person until the CTO establishes that said personnel have met pre-established competencies/prerequisites as defined by the SAFD Medical Director and agreed upon by the Fire Chief or appropriate designee.
4. SAFD Medical Director will execute, define and approve protocol/standard of care management by:
 - a. On-going protocol review, updated according to current literature and practice techniques, executed and approved by the SAFD Medical Director;
 - b. Establishing a process for protocol knowledge assessment among EMTs, any protocol assessment should reflect on-going protocol review and revision, with structure and content defined and approved by the SAFD Medical Director and with a defined remediation process with established timelines;
 - c. Establishing a process for protocol criteria to be jointly defined by the SAFD Medical Director and the Chief of EMS or designee; and

5. SAFD Medical Director shall assure and maintain a quality improvement program by providing documentation of:
 - a. A five component problem-solving process to include the following components: assessment, goal setting, plan development, intervention, and progress evaluation;
 - b. Measurable, written and disseminated clinical indicators that are regularly assessed for compliance with established thresholds;
 - c. Assessment of key performance indicators such as response and averaging with correct statistical monitoring, clinical care (skills performance, protocol selection, patient assessment, etc.), customer relations program, education, and administrative and response policies as defined by the Fire Chief or appropriate designee;
 - d. An appropriate, organized, prioritized, written, and disseminated monitoring and evaluation system for compliance with documentation standards, correct protocol selection, and appropriate patient care.
6. SAFD Medical Director shall institute a system to respond to sentinel events, to include:
 - a. A process to appropriately direct the response to emergency problems such as equipment failures, supply deficiency, medication errors, fleet failures, etc., if appropriate;
 - b. Appropriate record-keeping and tracking of sentinel events; and
 - c. A process to investigate sentinel events which involves the appropriate parties.
7. SAFD Medical Director shall assure and maintain an ongoing corrective action process by providing documentation of:
 - a. Annual documentation of the results of the quality improvement efforts and formal complaint tracking process, including content of continuing education or individual training sessions to resolve identified deficiencies;
 - b. Evidence to resolve and reassess identified deficiencies;
 - c. A process to determine whether deficiencies are individual or system oriented;
 - d. A developed reporting structure that includes a public performance report;

- e. A policy and methods regarding privilege/confidentiality; and
 - f. A process of remediation and improvement strategies which comply with DSHS continuing education requirements, as appropriate.
8. The CITY, in cooperation with the SAFD Medical Director, will establish and maintain committee(s) that will meet a minimum of two (2) times annually with the SAFD Medical Director to identify, plan, implement and evaluate opportunities to improve performance in all areas of the EMS system.
 9. The CITY agrees to supply the SAFD Medical Director with access to all patient care charts through electronic access. Should SAFD Medical Director access fail, the CITY will allow the SAFD Medical Director to temporarily utilize EMS workstations that continue to have access to patient care charts.
 10. The CITY, in cooperation with the SAFD Medical Director, will assure and maintain a complaint resolution process/management by providing documentation of:
 - a. Centralized location(s) for receiving complaints;
 - b. An established triage process to appropriately direct complaint resolution to potential disciplinary or quality improvement avenues;
 - c. A process that ensures the timely reporting of any rule or law violations to appropriate licensing and governmental authorities and to the Fire Chief or appropriate designee; and
 - d. A process to track/trend the nature of each complaint and report data back to the SAFD Medical Director's PI quality improvement program as quickly as possible for resolution by the SAFD Medical Director.
 11. CITY will notify the CENTER immediately of any disciplinary actions against SAFD personnel by DSHS or any charges brought against SAFD personnel by any law enforcement agency.
 12. All issues and concerns in relation to the QA/PI programs will be reviewed as part of the quarterly meetings with the Chief of EMS or designee.
 13. SAFD Medical Director shall establish a comprehensive reporting system that will enable CITY to monitor SAFD Medical Director performance. Reports must be designed to provide data required to accurately measure performance. Reports must be provided on a regular schedule and in a format approved by CITY. At CITY's request, SAFD Medical Director shall provide additional or different reports than those stated herein, or as modified by CITY. At a minimum, SAFD Medical Director shall provide the following reports:

- a. Reports for the QA/PI programs;
 - b. Reports for SAFD Medical Director and/or Assistant SAFD Medical Director field evaluations.
14. The reports provided by SAFD Medical Director to CITY will be reviewed at a minimum on a quarterly basis during the quarterly meetings to include SAFD Medical Director(s) or designee(s) and other appropriate SAFD Medical Director staff, Chief of EMS and Chief of Fiscal Operations or designee(s), and other appropriate SAFD staff.

SECTION F

TERM AND GENERAL PROVISIONS

1. 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.
2. The CENTER understands that the funds provided it pursuant to this Agreement are funds which have been made available by the CITY's General Fund and that it will, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the CITY. However, all properties purchased with CENTER funds, regardless of source, are subject to the appropriate rules and regulations of the property control and procurement procedures set forth by the UT System.
3. The CENTER shall provide ethical, professional, timely, responsible, and prudent services in connection with this contract, and recognizes that the CITY is using public funds in consideration of the best interest of the citizens of the City of San Antonio and the laws of the State of Texas.
4. The CENTER agrees to consult with the CITY prior to writing all research and grant proposals which will involve personnel employed by the CITY. Any research protocol implemented will be in accordance with the University of Texas Health Science Center's Institutional Review Board (IRB) process.
5. The CENTER shall employ all the necessary personnel needed to implement this contract, unless otherwise specified in this Agreement.
6. The CENTER adheres to all UT System, state, and federal guidelines where applicable, in regards to accounting, equipment procurement, office space leasing, travel requests and reports, and employment. All records of invoices, purchases, travel, position vacancies, faculty and staff salary/benefits, recruitment and

retention, and lease agreements, pertaining to this agreement, are subject to review by CITY requests or audits.

7. The CITY and the CENTER acknowledge that 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 Texas Civil Practice and Remedies Code, §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.
8. Either party may cancel and terminate all or parts of this Agreement by giving no less than ninety (90) days written notice of its intention to do so to the other party. Any payment due and payable during said ninety-day notification period shall be made on a pro-rata basis, reflecting the amount due for the period ending at termination of this Agreement.
9. This Agreement shall terminate in the event sufficient funds are not appropriated by the San Antonio City Council to meet the CITY's fiscal obligations herein, or if sufficient funds are not appropriated by the University of Texas Health Science Center at San Antonio to meet the CENTER's service obligations agreed hereto, in any fiscal year. Payment for the performance of governmental functions or services under this Agreement shall only be made from current revenues available to the paying party.
10. CENTER agrees that all equipment purchased with funds from CITY shall be utilized solely for the purposes of this Agreement.

SECTION G PAYMENT

1. In consideration for the services provided and purchases made pursuant to the terms of this contract, the CITY agrees to pay the CENTER \$615,839.40 for Fiscal Year 2012 and \$634,824.30 for Fiscal Year 2013 in accordance with the provisions of this section, and in conformance with Exhibit I – Budget. Payments will be billed on a quarterly basis as follows:

October 1, 2011 - \$153,959.85

January 1, 2012 - \$153,959.85

April 1, 2012 - \$153,959.85

July 1, 2012 - \$153,959.85

October 1, 2012 - \$158,706.07

January 1, 2013 - \$158,706.07

April 1, 2013 - \$158,706.08

July 1, 2013, \$158,706.08

2. The CENTER will provide appropriate invoices for payment thirty days prior to expected payment.

3. All unused funds in excess of actual expenditures, as determined by an annual audit conducted by CITY or its agent, will be used directly for improvement to the SAFD EMS training program. The parties shall mutually agree upon the manner in which these funds shall be spent.

SECTION H 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 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.

CITY

Fire Chief
SAFD
115 Auditorium Circle
San Antonio, Texas 78205

CENTER

EHS Department Chairman
UTHSC
7703 Floyd Curl Drive, MSC 7775
San Antonio, Texas 78229-3900

SECTION I HIPAA COMPLIANCE

1. The SAFD Medical Director shall maintain the confidentiality of all medical, dental, prescription, and other patient-identifiable health information ("Patient Health Information") in accordance with all applicable federal and state laws and regulations, including the electronic transmissions standards, the Privacy Rule and the Security Rule of the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as may be amended from time to time.
2. The parties acknowledge that they are "Business Associates" as defined in 45 CFR 160.103 (HIPAA). The parties shall comply with the terms of the Business Associate Agreement executed by them, attached hereto as Exhibit II and incorporated herein by reference.

SECTION J RECORDS RETENTION

1. The CENTER shall properly, accurately, and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder and shall make such materials available to the CITY at all reasonable

times and as often as the 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 the CITY and any of its authorized representatives.

2. The CENTER shall retain any and all of the aforementioned materials produced as a result of services provided hereunder for a period of at least four years from the date of termination of this Agreement, unless required otherwise by law or court order. If, at the end of the aforementioned retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the services provided hereunder, the CENTER shall retain the records until the resolution of such litigation or other such questions. The CENTER acknowledges and agrees that the CITY shall have access to any and all such documents at any and all times, as deemed necessary by the CITY, during said retention period. The CITY may, at its election and if permitted by law or court order, require the CENTER to provide said materials to the CITY prior to or at the conclusion of said retention period.

SECTION K INDEPENDENT CONTRACTOR

1. It is expressly understood and agreed by both parties hereto that CITY is contracting with the CENTER as an independent contractor. The parties hereto understand and agree that the CITY shall not be liable for any claims that may be asserted by any third party occurring in connection with services performed by CENTER under this contract.
2. The parties hereto further acknowledge and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

SECTION L CONFLICT OF INTEREST

The CENTER acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency, such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies, or service if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child, or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity or ten percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner, or a parent or subsidiary business entity.

SECTION M AMENDMENTS

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 the CITY and the CENTER and subject to approval by the San Antonio City Council, as evidenced by passage of an ordinance. CITY shall have the authority to execute an amendment to this agreement without additional City Council approval related to the assumption of Registered Nurse Infection Control services or initial EMT-Basic training and EMT-Basic continuing education, and any resultant reduction in payment.

SECTION N SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

SECTION O LICENSES AND CERTIFICATIONS

The CENTER warrants and certifies that the CENTER 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.

SECTION P COMPLIANCE

The CENTER shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules and regulations.

SECTION Q 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 the CITY, such changes must be approved by the San Antonio City Council, unless otherwise stated herein. 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.

SECTION R LAW APPLICABLE

1. **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**
2. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas, unless otherwise mandated by law or court order.

SECTION S LEGAL AUTHORITY

The signer of this Agreement for the CENTER represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of the CENTER and to bind the CENTER to all of the terms, conditions, provisions, and obligations herein contained.

SECTION T PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

**SECTION U
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.

**SECTION V
INCORPORATION OF EXHIBITS**


Each of the exhibits attached to this Agreement is an essential part of this Agreement, which governs the rights and duties of the parties, and is hereby incorporated herein for all purposes.

**SECTION W
ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitutes the final and entire Agreement between the parties hereto and contains 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 is in writing, dated subsequent to the date hereto, and duly executed by the parties.


AGREED TO AND EXECUTED in duplicate as of the dates indicated below.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

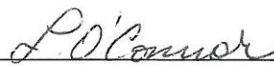

Michael E. Black, M.B.A.
Senior Executive Vice President
and Chief Operating Officer

Date: 8/16/11

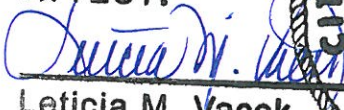
CITY OF SAN ANTONIO


for Sheryl L. Sculley
City Manager

Date: 9/21/11


for Michael Bernard
City Attorney

ATTEST:


Leticia M. Vacek
City Clerk

09/23/2011
Date



EXHIBIT I

MEDICAL DIRECTION BUDGET FOR UTHSC CONTRACT 2012 & 2013

Cost Center	PO Line Item		Year 1 2011-2012	Year 2 2012-2013
		PERSONNEL		
		Medical Direction Services		
		.83 FTE Medical Director (MD-1)	188,078	193,720
		1.0 FTE Assistant Medical Director (MD-2)	200,000	206,000
2005010001		Total faculty salary	388,078	399,720
2005010001		Faculty benefits @ 26%	100,900	103,927
2005010001		MD-3 (UHS MD) on-line medical direction	50,000	50,000
2005010001		Travel: \$2500 for 1 CE trip/yr x 2	5,000	5,000
2005010001		Insurance/Lic fees/Dues	8,132	9,234
		Liability Insurance = \$ 202/mo for both MDs if needed	2,208	2,208
		DEA License \$551 X 2 (license good for 3 years)		1,102
		Tx Brd ME = \$752 X 2 X 2 (lic good for 2 yr)	1,504	1,504
		DPS License = \$50 X 2	100	100
		BCMS = \$961 X 2 X 3 years	1,650	1,650
		NAEMSP 325 X 2 each year	650	650
		ACEP (\$565 X 2)	2,020	2,020
2005010001		VEHICLE O & M	7,000	7,000
		Car maintenance + fuel @ \$3500/yr X 2 cars		
2005010001		Telecomm: \$31/mo x 2 phones	744	2,232
		SUBTOTAL	\$559,854.00	\$577,113.00
2005010001	10%	HSC Indirect Costs(10%)	\$55,985.40	\$57,711.30
		TOTAL	\$615,839.40	\$634,824.30
		Quarterly payment	\$153,959.85	

Exhibit II - Business Associate Agreement

This Business Associate Agreement ("Agreement") dated October 1, 2011 (the "Effective Date"), is entered into by and between the City of San Antonio ("Health Care Provider") and the University of Texas Health Science Center at San Antonio ("Business Associate").

WHEREAS, Health Care Provider is receiving and Business Associate is providing services ("Business Arrangement") that may require Business Associate to access health information that is protected by state and/or federal law;

WHEREAS, Business Associate and Health Care Provider desire that Business Associate obtain access to such information in accordance with the terms specified herein;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise specified in this Business Associate Agreement, all capitalized terms not otherwise defined shall have the meanings established for purposes of Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time. For purposes of clarification, the following terms shall have the definitions as set forth herein below:

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information as codified in 45 CFR Parts 160 and 164.

"Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information as codified in 45 CFR Parts 160 and 164.

"Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual, or with respect to which there is reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term in the Privacy Standards and in the Security Standards.

2. **Business Associate Obligations.** Business Associate may receive from Health Care Provider health information that is protected under applicable state and/or federal law, including without limitation, Protected Health Information. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or the Security Standards if the PHI were used or disclosed by Health Care Provider in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

3. **Use of PHI.** Business Associate may use PHI only (i) for the purpose of performing services for Health Care Provider as such services are defined in Business Arrangement, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Health Care Provider shall retain all rights in the PHI not granted herein.

4. **Disclosure of PHI.** Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify Health Care Provider of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards or the Security Standards; and (c) obtain reasonable assurances that all disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. In addition, Business Associate may disclose PHI as required by law. If Business Associate discloses PHI received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Health Care Provider any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Health Care Provider in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.

5. **Individual Rights.** If Business Associate maintains a Designated Record Set on behalf of Health Care Provider, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by Health Care Provider. Business Associate shall respond to any request from Health Care Provider for access by an individual within five (5) days of such request and shall make any amendment requested by Health Care Provider within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual’s right to have access to PHI about the individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 CFR § 164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. Health Care Provider shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Health Care Provider within five (5) days of receipt of any request for access or amendment by an individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

6. **Accounting of Disclosures.** Business Associate shall make available to Health Care Provider in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Health Care Provider’s request. Such accounting must be provided without cost to the individual or to Health Care Provider if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable,

cost-based fee may be charged for subsequent accountings if Business Associate informs the Health Care Provider and the Health Care Provider informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting shall be provided as long as Business Associate maintains PHI.

7. **Withdrawal of Consent or Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and (i) the individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

8. **Reporting of Disclosures of Protected Health Information in violation of HIPAA.** Business Associate shall, within five (5) days of becoming aware of a disclosure of PHI or EPHI in violation of this Agreement by Business Associate, (its officers, directors, employees, contractors, or agents,) or by a third party to which Business Associate disclosed PHI, report such disclosure in writing to the Covered Entity and the remedial action taken or proposed to be taken with respect to such use or disclosure. Business Associate shall take all commercially reasonable action to mitigate any harm caused by inappropriate disclosure.

9. **Reporting Breaches of Protected Health Information in violation of HITECH.**

9.1 Business Associate shall secure PHI (including data in motion, data at rest, data in use and data disposed), created by Business Associate, or accessed, maintained, retained, modified, recorded, stored, destroyed, or otherwise held, used, or disclosed by Business Associate, on behalf of Covered Entity, by encrypting such ePHI in accordance with the Department of Health and Human Services Guidance at <http://www.hhs.gov/ocr/privacy> ("HHS Guidance") and the National Institute of Standards and Technologies ("NIST") at <http://www.csrc.nist.gov/> to render such information unusable, unreadable, or indecipherable to unauthorized individuals. Business Associate understands and agrees that ePHI is encrypted as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools shall be stored by Business Associate on a device or at a location separate from the data that are used to encrypt or decrypt.

9.2 In the event that Business Associate uses a method other than encryption or an encryption algorithm that is not specified in the Guidance or NIST Standards and Technologies to secure the ePHI as referenced above, such ePHI shall be considered to be "unsecured" in accordance with HITECH.

9.3 Under HITECH, a breach occurs when there is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including ePHI, which compromises the security or privacy of the PHI/ePHI. A breach compromises the security or privacy of

PHI/ePHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/ePHI was compromised.

9.4 Business Associate agrees to:

- (1) implement a system to address breaches of PHI/ePHI within Business Associate's business;
- (2) maintain written documentation with respect to all suspected and confirmed breaches for six (6) years;
- (3) provide access to such documentation to Covered Entity upon request; and to submit documentation on breaches to HHS as required by HITECH on an annual basis;
- (4) develop breach notification policies and procedures;
- (5) train workforce members on, and have sanctions for failure to comply with, these policies and procedures;
- (6) allow workforce members to file complaints regarding these policies and procedures or a failure to comply with them, and refrain from intimidating or retaliatory acts towards its workforce members;

9.5 In the event that there is a breach of unsecured PHI/ePHI, Business Associate agrees to:

- (1) notify Covered Entity on the first day that a breach is known to Business Associate, or by exercising reasonable diligence, would have been known to Business Associate;
- (2) provide Covered Entity, to the extent possible, with the identity of each individual whose unsecured PHI/ePHI has been, or is reasonably believed to have been, breached;
- (3) cooperate in conducting a risk assessment, as instructed by, and under the direction of, Covered Entity, to determine whether the privacy or security of individuals' PHI/ePHI was compromised as a result of the breach,
- (4) mitigate any harm to individuals whose PHI/ePHI has been breached;
- (5) notify individuals of the breach.

9.6 Business Associate shall comply with the HIPAA obligations of Section 8 above related to unauthorized use and disclosures of PHI.

9.7 Business Associate shall destroy all paper, film, or other hard copy media by shredding or destruction, and destroy electronic media by clearing, purging or destruction consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

10. **Records and Audit.** Business Associate shall make available to Health Care Provider and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Health Care Provider for the purpose of determining Health Care Provider's compliance with the Privacy Standards and the Security Standards or any other health oversight agency, in a timely a manner designated by Health Care Provider or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Health Care Provider immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

11. **Notice of Privacy Practices.** Health Care Provider shall provide to Business Associate its Notice of Privacy Practices ("Notice") when adopted and any amendments thereafter. Business Associate agrees that it will abide by the limitations of any Notice published by Health Care Provider of which it has knowledge. An amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the receipt of such Notice.

12. **Confidentiality.** Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement.

13. **Security.** Business Associate will: implement administrative, physical, and technical safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Health Care Provider; ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the information; and report any security incidents to the Health Care Provider, in accordance with the Security Standards.

14. **Term and Termination.**

14.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

14.2 Health Care Provider shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

14.3 Health Care Provider, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

- (a) Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) days after written notice thereof has been given to Business Associate by Health Care Provider; or

- (b) A violation by Business Associate of any provision of the Privacy Standards, Security Standards, or other applicable federal or state privacy law.

14.4 Upon the termination of the Business Arrangement, either party may terminate this Agreement by providing written notice to the other party.

14.5 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Health Care Provider or to destroy all PHI received from Health Care Provider or otherwise through the performance of services for Health Care Provider, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for Health Care Provider to terminate the Business Arrangement.

15. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

Health Care Provider:	Business Associate
Fire Chief	EHS Department Chairman
SAFD	UTHSC
115 Auditorium Circle	7703 Floyd Curl Drive, MSC 7775
San Antonio, Texas 78205	San Antonio, Texas 78229-3900

16. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

15. **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Health Care Provider shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Health Care Provider, without the prior approval of Business Associate.

16. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Health Care Provider relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangement or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangement comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be

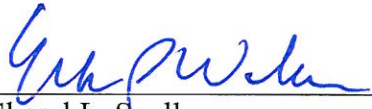
considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.


18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


Health Care Provider:
CITY OF SAN ANTONIO


+ Sheryl L. Sculley
City Manager

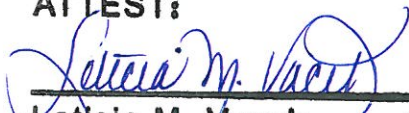
Business Associate
THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO


Michael E. Black, M.B.A.
Senior Executive Vice President
and Chief Operating Officer

APPROVED AS TO FORM:


for Michael D. Bernard
City Attorney

ATTEST:


Leticia M. Yacek
City Clerk
09/23/2011
Date

