

## **EMS MEDICAL CONTROL AND TRAINING AGREEMENT**

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. 2017-\_\_-\_\_-\_\_\_\_, passed on \_\_\_\_\_, 2017, 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 Control Services, Emergency Medical Technician professional training, and mandated continuing education for all levels of Emergency Medical Technicians; 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 SAFD MEDICAL DIRECTOR, SAFD DEPUTY MEDICAL DIRECTOR AND SAFD ADMINISTRATION**

1. The CENTER shall appoint the Chair of Emergency Health Sciences as liaison to SAFD for medical training as outlined in this agreement.
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/or Designee. The Fire Chief and/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 Fire Chief and/or Designee.

4. 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 Fire Chief and/or Designee. Urgent requests will be coordinated by the SAFD Medical Director and Fire Chief and/or Designee.

## **SECTION B ON LINE MEDICAL CONTROL SERVICES**

1. Personnel performing online medical control shall be a Registered Nurse and/or a Licensed and/or Certified Paramedic faculty member of the Department of Emergency Health Sciences, hired by the CENTER and shall be named a Civilian Training Officer (CTO) and trained by the SAFD Medical Director. Medical Control personnel will assume and carry out duties and responsibilities as per SAFD Standard Medical Operating Protocols (SMOPs) and associated policies, under the delegated authority of the SAFD Medical Director. CENTER shall provide SAFD with the names and résumés or summary of qualifications of finalists prior to making a selection.
2. During their assigned duty period, personnel serving as online medical control shall remain available on a twenty-four hour basis, seven days a week and respond immediately to calls from SAFD field personnel. All personnel designated as online Medical Control shall:
  - a. Be thoroughly familiar with EMS practices and the SAFD Standard Medical Operating Protocols (SMOPs) to levels acceptable to the EMS SAFD Medical Director and the Fire Chief and/or designees.
  - b. Remain cognizant of the conditions and circumstances encountered and confronted by field personnel, as well as their levels of training and shall conduct telephone exchanges with courtesy, respect, and patience at all times.
  - c. Provide requested Performance Improvement written reports to the SAFD Medical Director and the Fire Chief and/or Designee in a timely manner.

- d. Follow policies and procedures related to online Medical Direction Protocols and any related policies, procedures, and/or directives related to their role as Medical Control, as developed, promulgated, and established by the SAFD.
3. The CITY shall continue to provide Medical Control/Medical Direction channels and radios, mobile phones, or mobile phone apps for use by online Medical Control/Medical Direction personnel. The Cellular Phone System provided and maintained by the CITY to the online medical control providers 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 control online providers shall be at the discretion of the Fire Chief and/or Designee. 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. Notwithstanding anything stated herein to the contrary, CITY shall retain ownership of all radios and phones provided to CENTER pursuant to this section.
4. The City shall have the right to disapprove any particular person for continued duty as online Medical Control at any time during the life of this Agreement, offering explanation for the disapproval in writing to the Chair of the EHS Department, with a copy to the SAFD Medical Director and Vice President/CFO of CENTER, and shall require that, at the CITY's request, said individual be removed from online Medical Control. Online Medical Control 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 Control Performance Improvement Meetings or other meetings coordinated and facilitated by the SAFD Medical Director and/or the Fire Chief and/or Designee. Continued behavior judged to be unacceptable may result in disapproval, as indicated in this Agreement.

### **SECTION C**

#### **INITIAL AND CONTINUING EMT EDUCATION**

1. The CENTER shall be the educational provider for initial EMT-Basic and EMT-Paramedic certification and continuing education training for recertification. SAFD students in these classes may be officially enrolled students of the CENTER, when attending EMT-Basic and EMT-Paramedic initial training. 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. The City may at any time exercise its authority to directly provide initial EMT-Basic training and EMT-Basic continuing education in whole or part to its personnel. In the event the City chooses to exercise this option the City would give the CENTER a minimum of six months' notice.

2. Upon successful completion of a specified course, a student will be eligible to apply for certification or re-certification, licensure or re-licensure by DSHS or its designate by law depending on the course. All course content and instruction shall be taught at a minimum in accordance with applicable State standards, laws, guidelines and procedures, and by the Committee on Accreditation of Educational Programs for the EMS Professions (CoAEMSP). Additional curriculum development may be accomplished by the CENTER in conjunction with the CITY through the Fire Chief and/or Designee or designee.
3. The CITY agrees that it is a student's responsibility to meet the CENTER's minimum requirements for enrollment, behavior, attendance and successful completion of the prescribed course of study in accordance with the rules and regulations of the Department of Emergency Health Sciences and the University of Texas System as documented in official Student Services publications. Failure of any student to meet enrollment requirements, state or national certification or recertification requirements, and attend classes or sessions as scheduled shall be immediately brought to the attention of the Fire Chief or appropriate designee(s).
4. The CITY reserves the right to designate personnel to receive initial and/or continuing education, provided those persons satisfy the requirements as prescribed by Texas law to enter the course.
  - a. The CITY will provide, at the beginning of the contract year or as soon as available thereafter, a listing of sponsored certified or licensed personnel who are to receive EMT-Basic (EMT-B) or EMT-Paramedic (EMT-P) continuing education training.
  - b. To the extent allowed by law, for its designated initial education EMT-B and EMT-P students, the CITY shall assist the CENTER in complying with CENTER's immunization and/or health testing requirements and enrollment requirements.
5. Student records for all courses taught by the CENTER are confidential in accordance with state and federal law. These records will be maintained at the CENTER and access to these records will be provided in accordance with state law.
6. Tuition and Fees for October 1, 2017 - September 30, 2020.
  - a. The following fees may apply:

EMT-Paramedic Recertification for Retesting	\$475 per student for a 48-hour refresher course, or \$950 for a 96-hour refresher course as required by DSHS if a candidate fails the third certification exam attempt. If a certification lapses between 1 and 90 days: a) \$150 per person for EMT-P Skills Verification; b) \$75 per person for EMT-B Skills Verification.
EMT-Basic Recertification for Retesting	\$300 per student (48-hour course, as required by DSHS if a candidate fails the third certification exam attempt or a certification lapses more than 90 days) or most current rate as posted by DSHS.

- b. Fees for credit hour courses are subject to change based on approval from the University of Texas System Administration or Texas legislative mandates.
- c. Fees are set according to the University of Texas System academic calendar (August – August). CENTER will notify the CITY of any fee increases by February 28.
- d. The following fees shall apply for the period October 1, 2017 – September 30, 2020:

Two EMT-B and 2 Paramedic Courses per year. Each class will have a minimum of 15 and maximum of 50 students. Should additional courses be needed, both parties will discuss potential scheduling and logistics.

	EMT Basic 6 Credit Hours	Paramedic Training 42 Credit Hours
Instructors	\$790.00	\$3,400.00
Technology Fee	\$60.00	\$420.00
Student Services	\$110.00	\$110.00
Library Fee	\$150.00	\$150.00
Application Fee	\$60.00	\$60.00
Student ID	\$10.00	\$10.00
Parking Fee	\$22.00	\$58.00
National Registry Skills Testing Fee	\$175.00	\$175.00
Security Background Check	\$55.00	\$55.00
Clinical Simulation Fee	-	\$225.00
Total Cost Per Student	\$1,432.00	\$4,663.00

- e. Fees are set according to the University of Texas System academic calendar (August – August). CENTER will notify the CITY of any fee increases as promptly as possible. For all tuition and fees reflected herein, CITY and CENTER will reflect any

changes in fees in an amendment, signed by both Parties. SAFD Chief or Designee shall have authority to execute amendments to reflect these changes in tuition and fees without subsequent action by the City Council, subject to and contingent upon funding therefore.

- f. Fees for the renewal periods shall be mutually agreed upon and reflected in an amendment, signed by both parties. The Fire Chief or Designee shall have authority to execute the amendment without additional City Council approval, subject to and contingent upon appropriation of funds therefore.
7. Course fees listed do not include texts (costs dependent on advertised price by publisher at time of course). These costs will be added to the fees listed above for each student.
8. The CENTER agrees to waive the following fees for the period of this contract:
  - a. Medical Services Fee
  - b. Liability Insurance
  - c. Student Health Insurance
  - d. Recreation Facility Fee
9. The CENTER will exempt state tuition and lab fees for eligible CITY personnel enrolled in the EMT and Paramedic certification program in accordance with the requirements of Texas Education Code Section 54.353. CITY personnel who do not meet Firefighter Tuition Exemption eligibility may be billed at published out of state tuition rates, or in state, as applicable. The CITY agrees that all registering students will complete the CENTER's Firefighter Tuition Exemption Request Form prior to the beginning of a course and/or verify the eligibility of Registering personnel to this exemption through a memo from the SAFD to the UTHSC Office of the Bursar.
10. The CENTER agrees to provide the following procedures for personnel recertification:
  - a. Before each continuing education class, the CENTER will confirm the roster of SAFD personnel with the EMS Chief or designee. The CENTER will confirm the certification expiration date of each of these SAFD personnel prior to the CE class.
  - b. The CENTER will instruct each SAFD personnel during CE class attendance to complete a DSHS recertification application. If the SAFD personnel requests National Registry and/or Paramedic Licensure application, he/she must pay the additional fee and provide payment before the CE class concludes. CITY reserves the right to pay for the National Registry fees at the CITY's discretion. City will provide CENTER with reasonable advance notice should CITY choose to pay these fees.

- c. The CENTER will collect the completed applications and submit payment to DSHS through the CENTER's Accounting Department. Processed payments will be sent to DSHS and these receipts sent to the CITY for reimbursements through processes delineated in this contract. CITY agrees to pay CENTER fifteen dollars per National Registry application renewal.
  - d. The CENTER will verify, through the DSHS website, that SAFD personnel who completed the CE class and submitted a DSHS application become recertified by DSHS. The CENTER will notify the CITY of any SAFD personnel who are not confirmed to be recertified through the DSHS website, after a reasonable time (approximately 60 days) has passed.
  - e. When SAFD personnel receive official notification of recertification via mail from DSHS, each SAFD personnel will provide a copy of their state certification, National Registry or licensure to EMS Administration's Office. Copies of personnel certifications or licenses will be sent to the CENTER for filing as part of the credentialing process as delineated in this contract. If personnel do not receive official notification within 60 days, the CITY needs to notify the CENTER of situation.
  - f. The CENTER agrees to assist and facilitate the CITY with the recertification process to the best of its ability but stipulates, according to 25 Texas Administrative Code, §157.34, the final responsibility is with the certificate/licensee.
  - g. The CITY agrees to facilitate the provision of schedules of its personnel to attend CE classes, the collection of personnel certifications, and report delays in receiving certification paperwork.
11. The CITY shall have the right to disapprove any particular person for continued duty as a Civilian Training Officer (CTO) or initial education instructor at any time during the life of this Agreement, offering written explanation for the disapproval to the Chair of the EHS Department, with a copy to the Vice President/CFO of CENTER, and with a copy to the SAFD Medical Director. CITY and CENTER will then work together to resolve any issue.
12. CITY agrees to make all paramedic personnel available to the CENTER for up to 6 hours per year, as requested by the SAFD Medical Director, and approved by the Fire Chief and/or Designee, in addition to their regularly scheduled continuing education. This additional educational time is to be used for training on new medications, equipment, protocols, and procedures being added to patient medical care protocols and procedures.
13. The CENTER agrees to coordinate and facilitate the administration of the skills testing, as required by the DSHS.
- a. CENTER shall provide an adequate number of proctors for exam.

- b. CENTER shall provide the facilities necessary to conduct the exam.
  - c. CENTER shall provide the equipment necessary to conduct the exam.
14. The CENTER agrees to work with SAFD to provide a venue for the Paramedic graduation service, at CITY's cost. The venue would need to be accessible for graduating Paramedics and their family members.
- a. The CENTER agrees to provide a certificate of completion for each graduating member.
  - b. The CENTER agrees to coordinate a photographer for the class photograph.

**SECTION D**  
**SYSTEM QUALITY ASSURANCE AND**  
**PERFORMANCE IMPROVEMENT SERVICES**

1. The CENTER 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 Continuous Quality Improvement (CQI) and Performance Improvement (PI) programs will be consistent with SAFD policy and processes attached hereto as Exhibit IV as a minimum standard. Any changes thereto shall be made by mutual agreement of the Parties, and may be approved, on behalf of City, by the SAFD Fire Chief or Designee, without additional City Council action.
2. The CENTER shall provide required DSHS and/or SAFD continuing education and performance improvement to all appropriate SAFD uniformed personnel. For the purpose of this Agreement, personnel performing these services shall be known as Civilian Training Officers (CTOs).
  - a. Civilian Training Officers shall be appointed as faculty in the Department of Emergency Health Sciences and shall be either, Texas Licensed or Certified Paramedics or Texas Licensed Registered Nurses, (BSN is preferred to RN), and must meet the eligibility for hire requirements by the UT System. Personnel being considered for CTO positions who do not meet these requirements may still be approved by the Fire Chief and/or Designee, the SAFD Medical Director, and the Chair of the Department of EHS. All approvals shall be in writing and shall be made prior to the commencement of duties as a CTO. All personnel shall have demonstrated teaching ability, demonstrated proficiency in Emergency Medical Services, and be thoroughly familiar with EMS practices, policies, the Multi-Casualty Incident Policy (MCI), and the Standard Medical Operating Procedures (SMOPs). Medical oversight and supervision of CTO medical practice activities is authorized and provided by the SAFD Medical Director or designee.



- b. Civilian Training Officers are responsible for evaluating field personnel and providing, coordinating, and instructing formal and informal Continuing Education activities. Unless precluded by Continuing Education, Performance Improvement or related activities as approved by the Fire Chief and/or Designee, each CTO will ride-out with EMS field personnel for a minimum of twenty (20) hours per week. During a call, the CTOs assume the role of evaluator and ensure that they are identified by CAD Mobile Device sign-on (as per policy) and on the patient form as being present during a given incident.
- c. All paramedic contacts and evaluations will be maintained by the CENTER as required by DSHS and state law. As a minimum, each SAFD paramedic assigned to EMS will be formally evaluated on one (1) duty shift per calendar year, assuming paramedic availability (not on extended leave). A formal evaluation results in written and filed documentation of the proceedings. Fire suppression- appointed Paramedics, EMT-Basics, Airport Paramedics, Rescue and Hazmat Paramedics, and Communications Paramedics, will be evaluated at a minimum by chart audit. Field evaluations may be performed as needed based on CTO capability and when personnel safety is not compromised. A copy of an evaluation shall be made available to the City and the SAFD Paramedic being evaluated upon request.
- d. If medical necessity occurs wherein the CTO is compelled to intervene during an EMS run or to provide expert assistance to patients commensurate with the CTO level of medical licensure/certification, then they will do so with the SAFD Medical Director's full authority and with full cooperation of SAFD personnel. This will be reported to the SAFD Medical Director as soon as reasonably possible for the record and for any subsequent performance evaluation.
- e. For the duration of this agreement, the CENTER shall employ a minimum of eight (8) full-time-equivalent CTOs and two (2) full-time-equivalent CQI Nurse Coordinators, as needed to fulfill obligations set forth in this contract. The two (2) CQI Nurse Coordinators will have additional responsibilities as defined by the Medical Director and CENTER position description.
- f. The CENTER shall inform the Fire Chief and/or Designee, as soon as possible, of any CTO separations (whether resignations, retirements, or terminations), long term absences, or hiring's.

The CENTER shall make every responsible effort to fill any CTO vacancies within 120 days to maintain the minimum full-time-equivalent CTOs, and shall obtain the Fire Chief's, or Designee's approval to exceed the 120 day period. The CENTER shall immediately provide notice to CITY of any vacancies. If CENTER cannot fill the CTO vacancies, the CENTER may operate at a capacity of less than eight (8) CTOs on a limited time basis, with the approval of the Fire Chief and/or Designee.

- g. In the event of any vacancy(ies), the CENTER shall have the ability to utilize existing

CENTER personnel or hire contract employees until such a time as the vacancy(ies) have been filled. CENTER shall promptly notify SAFD of the identities of the persons who are being use to fill vacancies, and whether that person is full or part time. Filling vacancies with temporary does not extend the requirement to fill positions within 120 days.

3. The CENTER, under the direction of the SAFD Medical Director, will provide support for a Performance Improvement (PI) program. The CENTER, through the SAFD Medical Director, CTO personnel, and the PI process, at a minimum will:
  - a. During the Initial Education course, assure that an initial assessment of new EMTs has been conducted by providing documentation of:
    - i. A written assessment of didactic knowledge evaluation, specific to the certification level of the applicant and focusing on the clinical information;
    - ii. A situation-based practical evaluation;
    - iii. A screening process by CENTER faculty to ensure the minimum educational requirements are met; and
    - iv. Utilization of the SAFD Medical Training Officer when available and appropriate.
  - b. Credential EMTs by providing documentation of:
    - i. Individual certification/license of each certified employee as provided by CITY to the CENTER after completion of initial certification or recertification;
    - ii. A process for EMTs to demonstrate skills proficiency to the satisfaction of the SAFD Medical Director;
    - iii. A process for reintegration (i.e. bringing an individual from a prolonged inactive status back into active practice in the field); and
    - iv. Performed field evaluations by the CENTER's CTOs, which would include demonstration of adequate patient care and scene control skills, appropriate conduct and effective human communications by EMTs or demonstration of corrective remediation, etc.
    - v. A process in which newly certified/licensed EMT and Paramedics, or EMT/Paramedics removed from service due to prolonged absence, and other personnel, as required by the SAFD Medical Director, 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; and
    - vi. Utilization of the SAFD Medical Training Officer when available and appropriate.

- c. Assure and maintain professional development of EMTs by maintaining and providing documentation:
  - i. Of professional development training of EMTs in specific content areas and specific hourly requirements required to obtain at least the minimum continuing education hours as directed by the DSHS.
  - ii. That EMTs receive continuing education in accordance with state requirements;
  - iii. That the continuing education instruction spans the three learning domains: cognitive, affective and psychomotor;
  - iv. That demonstrates programmatic strengths and performance improvement plans for weaknesses; and
  - v. That the continuing education clinical content is defined and approved by the SAFD Medical Director.
- d. Assure and maintain protocol/standard of care management by providing documentation of:
  - i. On-going protocol review, updated according to current literature, practice techniques, executed and approved by the SAFD Medical Director;
  - ii. A process for protocol knowledge assessment among EMTs; protocol assessment that reflects the on-going protocol review and revision, with structure and content defined and approved by the SAFD Medical Director and a defined remediation process with established timelines;
  - iii. A process for protocol criteria to be jointly defined by the SAFD Medical Director and the Fire Chief and/or Designee; and
  - iv. A reassessment/re-education process and timeline that clearly identifies the criteria for identification of weakness and successful completion of re-education; or revocation of credentials if unsuccessful.
- e. Support a quality improvement program by providing documentation of:
  - i. A monthly random chart review of at least 150 runs for compliance with documentation standards, correct protocol selection and appropriate patient care;
  - ii. An annual cardiac arrest review in accordance with current acceptable criteria, with comparative analysis with regard to nationally acceptable criteria;

- iii. Tracking individual performance of a minimum of three (3) skills for each EMT. These will include those skills as required by DSHS; and
  - f. Provide documentation in support of the system to respond to sentinel events as determined by the SAFD Medical Director:
4. The CENTER will maintain and update an Office of the SAFD Medical Director and Performance Improvement website for SAFD personnel. This site will serve as the information point for all medical directives, credentialing guidelines, infection control, announcements, and other topics as needed. The website will contain the official SMOPs version available for download by all SAFD personnel.
  5. The CITY agrees to supply the CENTER with access to all patient care charts through electronic access. Should CENTER access fail, the CITY will allow the CENTER to temporarily utilize EMS workstations that continue to have access to patient care charts.
  6. CENTER shall establish a comprehensive reporting system that will enable CITY to monitor CENTER's 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, CENTER shall provide additional or different reports than those stated herein, or as modified by CITY. At a minimum, CENTER shall provide the following reports:
    - a. Reports for CTO field evaluations.
  7. The reports provided by CENTER 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 CENTER staff, Fire Chief and/or Designee and Chief of Fiscal Operations or designee(s), and other appropriate SAFD staff.

## **SECTION E**

### **TERM AND GENERAL PROVISIONS**

1. The term of this Agreement shall begin on October 1, 2017 and end on September 30, 2020. This Agreement may be extended by mutual agreement of the parties on the same terms and conditions, except for price, for up to two one-year renewal periods, by written agreement, signed by both parties. The Chief of the SAFD may execute renewals on CITY's behalf without subsequent action by the San Antonio City Council, subject to and contingent upon appropriation of funds for the required expenditures.
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, or any other cost charged to City 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 CITY'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. CITY shall purchase and maintain certain training equipment ("Training Equipment") to fulfill training and education requirements for initial certification and continuing education courses specifically listed below:

- a. 12-lead cardiac monitor defibrillator
  - b. Specialized equipment used by MIH or MSOU.
  - c. Any new medical equipment added that requires specialized training and awareness to assist in the training of SAFD personnel.
11. Notwithstanding anything stated herein to the contrary, CITY shall retain ownership of all Training Equipment provided to CENTER pursuant to this section. CITY will place asset tags on equipment it provides to CENTER. CENTER may place its own asset tag on CITY owned equipment for tracking purposes only.
  12. CENTER agrees that all equipment purchased with funds from CITY under this and prior contracts, or provided directly by CITY, shall be utilized solely for the purposes of this Agreement, unless otherwise agreed by the Fire Chief, or his designee, in writing.

## **SECTION F 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 as costs are incurred. The annual fee for the renewal periods shall be agreed upon by the parties and reflected in an amendment hereto. The SAFD Fire Chief may execute this amendment without subsequent City Council approval, subject to and contingent upon appropriation of funds therefore.
2. The CENTER will provide monthly cost reimbursable requests for payment (“invoices”) within thirty (30) days after the close the month in which costs have been incurred, providing supporting documentation. For supporting documentation, detailed payroll transaction listings for salaries and invoices for equipment will be provided with each invoice. Invoice shall be submitted by CENTER in a comparable format to the example appended to this Agreement as Exhibit V – Sample Invoice. All charges invoiced will be in accordance with Exhibit I – Budget.
3. Invoices shall be submitted to City of San Antonio Accounts Payable at [Accounts.payable@sanantonio.gov](mailto:Accounts.payable@sanantonio.gov), with a copy to City of San Antonio Fire Department Fiscal Administrator at 315 S. Santa Rosa, San Antonio, Texas 78207. At CENTER’s discretion, CENTER may send an additional copy of the invoice by email to an address provided by CITY. CITY and CENTER may provide for payment by ACH, if desired by the Parties. CITY shall have sixty (60) days from receipt of invoice to pay invoice. Payment of invoices shall constitute acceptance of the appropriateness of the charges therein, subject to CITY’s right to audit as provided below.
4. At any time during the term, funds may be used, upon mutual written documentation of the

Parties, for enhancements to the program, including, but not limited to:

- a. Training Equipment and Supplies;
- b. Classroom and Teaching Laboratory Improvements;
- c. Faculty and Staff Development; and
- d. Development of EMT Simulation Facilities.
- e. Other Items, as Mutually Agreed Upon to Further Enhance the Quality of the Training Program or SAFD Medical Direction Provided by the Center.

Such costs will be reimbursed by CITY to CENTER on a cost reimbursable basis in accordance with the mutually agreed upon program enhancement and in compliance with Section 2 above.

5. CITY may perform an annual audit using CITY personnel or another party at CITY's expense. CITY shall give CENTER an opportunity to respond to the audit findings. If no reconciliation is reached, and CENTER disputes the audit findings, CITY shall retain an independent auditor with approval of the CENTER. The Parties shall share equally in the cost of the audit. The findings of said independent auditor shall be final. All disallowed costs, as determined by the independent audit, shall be refunded to CITY within 45 days of a demand therefor.
6. Only expenses identified on Exhibit 1, or otherwise stated herein, or approved in writing by both parties are payable by CITY.
7. CENTER acknowledges and agrees that it must provide all services required by this agreement, even if they exceed the budget stated in Exhibit I. In such instances where CITY requests services that exceed or do not fall within the scope of this agreement, the Parties shall execute an amendment, which shall provide for CITY to reimburse CENTER for all responsible expenses expended over the budget as a result of said amendment.

## SECTION G 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

CENTER  
EHS Department Chairman  
UTHSC

315 S. Santa Rosa  
San Antonio, Texas 78207

7703 Floyd Curl Drive, MSC 7775  
San Antonio, Texas 78229-3900

With a copy to the Vice President/CFO,  
UTHSC  
7703 Floyd Curl Drive, MSC 7866, San  
Antonio, Texas 78229-3900

## **SECTION H HIPAA COMPLIANCE**

1. The CENTER 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 HIPPA Business Associate Agreement executed by them, attached hereto as Exhibit II and incorporated herein by reference.

## **SECTION I 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 J 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 K CONFLICT OF INTEREST**

1. The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. 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 or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
  - an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
  - an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
2. CENTER represents and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY.

## **SECTION L 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 for 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 M 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 N 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 O 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 P 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 Q 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 R 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 S 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 T 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 U INCORPORATION OF EXHIBITS**

Each of the exhibits listed below are attached to this Agreement and form an essential part of this Agreement, governing the rights and duties of the parties, and is hereby incorporated herein for all purposes.

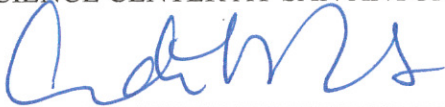
Exhibit I – Budget  
Exhibit II – HIPAA Business Associate Agreement  
Exhibit III – Compliance Reports  
Exhibit IV - Continuous Quality Improvement (CQI) Quality Assurance (QA) and Performance Improvement (PI) programs  
Exhibit V – Sample Invoice

**SECTION V  
ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreement s, oral or otherwise, regarding the subject matter or this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, elated subsequent to the elate 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



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

Date: 8/24/17

CITY OF SAN ANTONIO

\_\_\_\_\_  
Sheryl L. Sculley  
City Manager

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

\_\_\_\_\_  
Andrew Segovia  
City Attorney

# EMS Medical Control and Training Agreement

## Exhibit I - Budget

	Year 1: Oct 1, 2017 - Sep 30, 2018	Year 2: Oct 1, 2018 - Sep 30, 2019	Year 3: Oct 1, 2019 - Sep 30, 2020
<b>Salaries</b>			
Civilian Training Officers (CTOs) <sup>1</sup>	\$432,346	\$440,993	\$449,813
Faculty Salaries <sup>1</sup>	\$375,704	\$383,218	\$390,882
Faculty Benefits (26%)	\$210,093	\$214,295	\$218,581
Faculty Incentive Plan <sup>2</sup>	\$13,150	\$13,413	\$13,681
Staff Salaries <sup>1</sup>	\$102,304	\$104,350	\$106,437
Additional Part-time Faculty/Staff (as needed)	\$30,000	\$30,600	\$31,212
Staff Benefits (30%)	\$39,691	\$40,485	\$41,295
<b>Total Salaries &amp; Benefits</b>	<b>\$1,203,288</b>	<b>\$1,227,354</b>	<b>\$1,251,901</b>
<b>Other Expenses</b>			
Travel	\$28,000	\$28,560	\$29,131
Rent <sup>3</sup>	\$164,103	\$168,422	\$172,740
Supplies and other <sup>4</sup>	\$80,000	\$120,000	\$81,600
Advanced Procedures Lab <sup>5</sup>	\$198,000	\$207,900	\$218,295
<b>Other Total</b>	<b>\$470,103</b>	<b>\$524,882</b>	<b>\$501,766</b>
<b>SUBTOTAL</b>	<b>\$1,673,391</b>	<b>\$1,752,236</b>	<b>\$1,753,667</b>
<b>Indirect Costs (10%)</b>	<b>\$167,339</b>	<b>\$175,224</b>	<b>\$175,367</b>
<b>Grand Total</b>	<b>\$1,840,730</b>	<b>\$1,927,459</b>	<b>\$1,929,034</b>

<sup>1</sup>Salaries assume a 2.0% annual merit increase

<sup>2</sup>FIP is budgeted as a 3.5% bonus opportunity for faculty

<sup>3</sup>Rent is based on 8,637 sq. ft. assuming program relocates to new location. Rate increases in years 2-3.

<sup>4</sup>Supplies and other includes \$40k for monitor/defibrillator in year 2

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**This HIPAA Business Associate Agreement** is entered into by and between the City of San Antonio (“Covered Entity”), and University of Texas Health Science Center at San Antonio, a Business Associate (“BA”).

WHEREAS, the City of San Antonio and BA have entered into an EMS Medical Control & Training Agreement (“Service Contract”), executed on \_\_\_\_\_, 2017, whereby BA provides emergency medical services control and training to the Covered Entity; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“C.F.R.”), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

- (1) “Disclosure” with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.
- (2) “Individual” shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (3) “Parties” shall mean Covered Entity and BA. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.
- (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.
- (5) “Security Rule” shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- (6) “Protected Health Information” or “PHI” shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes “Electronic Protected Health Information” or “EPHI” and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, 164, and under HITECH.

EXHIBIT II – HIPAA BUSINESS ASSOCIATE AGREEMENT

- (7) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (9) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.
- (10) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

B. BA Obligations and Activities. BA agrees that it shall:

- (1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;
- (2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of covered entity;
- (3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;
- (4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes of aware of;
- (5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;
- (6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;
- (7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;
- (8) Make available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary of the U.S. Department of Health and Human Services in determining Covered Entity's compliance with the Privacy Rule;

## EXHIBIT II – HIPAA BUSINESS ASSOCIATE AGREEMENT

- (9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (11) Will immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including ePHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach, including the dated of the breach and date of discover; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;
- (12) Comply with all HIPAA Security Rule requirements;
- (13) Comply with the provisions of HIPAA Privacy Rule for any obligation Covered Entity delegates to BA;
- (14) Under no circumstances may BA sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

### C. Permitted Uses and Disclosures by BA

- (1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).



## EXHIBIT II – HIPAA BUSINESS ASSOCIATE AGREEMENT

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

- (1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;
- (2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;
- (3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.
- (4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the Business Associate may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

- (1) The term of this Agreement shall commence on the date on which it is fully executed or contract start date of October 1, 2017, whichever is later. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- (3) Effect of Termination.
  - (a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.
  - (b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

EXHIBIT II – HIPAA BUSINESS ASSOCIATE AGREEMENT

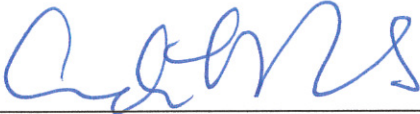
- (4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.
- G. Amendment to Comply with Law. The Parties agree to take written action as is necessary to amend this Agreement to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.
- H. Survival. The respective rights and obligations of the BA under Sections B, C (2) and (4), and F(3) shall survive the termination of this Agreement.
- I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.
- J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.
- K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- L. Reimbursement. BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.
- M. 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.
- N. 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, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- O. Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity 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 Service Contracts or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract 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.
- P. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXHIBIT II – HIPAA BUSINESS ASSOCIATE AGREEMENT

AGREED TO AND EXECUTED in duplicate on the dates indicated below.

THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT SAN ANTONIO

CITY OF SAN ANTONIO



(Signature)

Printed Name: Andrea Mark, M.B.A.,  
C.P.A.

Title: Vice President and Chief  
Financial Officer

Date:

8/21/17

(Signature)

Printed Name: Charles N. Hood

Title: Chief of Fire

Date:

Approved as to Form:

Assistant City Attorney

## EXHIBIT III – COMPLIANCE REPORTS

**CENTER shall provide Compliance Reports at quarterly meetings to mark services and budget standings. The information for these reports will include at a minimum:**

### **EMS CONTROL & TRAINING Quarterly Compliance Report Date of Meeting**

#### **Services:**

1. Medical Director and Deputy Medical Director field observation dates
2. Clinical practice in emergency management shift date
3. CQI/PI Issues quarterly meeting dates
4. Medical Director Reports
5. Pass rates of EMT and Paramedic Classes
6. Number of immunizations and exposures
7. Vacancies
  - a. Recruiting Efforts
  - b. Contract Employee Information
    - i. Vacancy Number Contractor is filling
    - ii. Contract Dates
    - iii. Contractor Name
    - iv. Supporting Documentation

#### **Budget:**

1. Budget vs. Actuals
2. NR/EMT Certificates Completed

# Exhibit V – Sample Invoice

Submit invoice to:  
Accounts.payable@sanantonio.gov

With a copy:  
The City of San Antonio  
Fire Department Fiscal Administrator  
315 S. Santa Rosa  
San Antonio, Texas 78207

Contract Period: \_\_\_\_\_ to \_\_\_\_\_

Billing Period: \_\_\_\_\_ to \_\_\_\_\_

Expense Type	Position	Current% Effort	Current Amount	Cumulative Amount
<b>Salaries:</b>				
Name	Position			
Name	Position			
Name	Position			
Name	Position			
<b>Subtotal Salaries</b>			-	-
<b>Benefits:</b>				
Name	Position			
Name	Position			
Name	Position			
Name	Position			
<b>Subtotal Benefits</b>			-	-
<b>Total Payroll</b>			-	-
<b>Other Expenses:</b>				
Travel				
Rent				
Supplies				
Other Operating Expenses				
<b>Total Other Expenses</b>			-	-
<b>Program Enhancements:</b>				
<b>Total Direct Costs</b>			-	-
<b>Indirect Costs (10%)</b>			-	-
<b>Total</b>			\$ -	\$ -