

**FIRST AMENDMENT TO
EMS MEDICAL CONTROL AND TRAINING AGREEMENT
AND
EMS MEDICAL DIRECTION AGREEMENT**

This first amendment to the EMS Medical Control and Training Agreement and to the EMS Medical Direction Agreement is entered into by and between the City of San Antonio ("CITY"), a home rule municipal corporation, and the University of Texas Health Science Center at San Antonio ("CENTER"), referred to collectively herein as the "Parties", effective on the effective date of the ordinance approving same by the San Antonio City Council.

WHEREAS, CITY and CENTER, pursuant to CITY Ordinance 2015-11-12-0951, entered into the EMS Medical Control and Training Agreement ("Control & Training Agreement"); and

WHEREAS, CITY and CENTER, pursuant to CITY Ordinance 2015-11-12-0952, entered into the EMS Medical Direction Agreement ("Medical Direction Agreement"); and

WHEREAS, CITY and CENTER wish to clarify current payment and residual fund matters, and certain other matters;

NOW THEREFORE, the following revisions and agreements are made below.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. As required by Subsection F(6) and F(7) of the Control & Training Agreement G(5) and G(6) of the Medical Direction Agreement, the parties mutually agree to utilize the residual funds balances from the agreements approved by City Ordinances (No. 2011-08-18-677, 2011-08-18-0678, 2013-06-20-0475, 2013-06-20-0476, 2015-10-01-0844 and (2015-11-12-0951 and 2015-11-12-0952 to be applied to the payment of the following outstanding invoices:

1.	Payment due July 1, 2016 pursuant to F(1) of Control & Training Agreement	\$307,229.34	Invoice FY15-16-68
2.	Payment due July 1, 2016 pursuant to G(1) of the Medical Direction Agreement	\$217,410.34	Invoice FY15-16-69
3.	EMT Cadet-2016 Alpha #70	\$22,400.00	Invoice FY15-16-79
4.	EMT Cadet-2016 Bravo #71	\$24,500.00	Invoice FY15-16-76
5.	Paramedic-2016 Alpha #47	\$70,000.00	Invoice FY15-16-80
6.	Paramedic-2016 Bravo #48	\$44,000.00	Invoice FY15-16-81
7.	EMT-P Textbooks 2016 Bravo #48	\$6,044.50	Invoice FY15-16-84
8.	EMT Textbooks 2016 Alpha #70	\$5,016.00	Invoice FY15-16-85
9.	EMT Textbooks 2016 Bravo #71	\$5,486.25	Invoice FY15-16-86
10.	EMT Cadet-2016 Charlie #72	\$28,000.00	Invoice FY16-17-03
11.	EMT Textbooks-2016 Charlie #72	\$6,510.00	Invoice FY16-17-04
12.	EMT/Paramedic Re-Certifications DSHS	\$31,808.00	Invoice FY16-17-05

Total Outstanding Invoices	\$768,404.43	
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With the application of payment utilizing residual funds as set forth above, both parties agree that all residual funds prior to the Extension which became effective 10/01/16 have been fully applied with a residual balance of zero. Both Parties agree that with the payment of the invoices reflected above out of the residual funds, there are no outstanding fees owed for the period predating 10/1/16 and all outstanding invoices for that period have been paid.

The parties shall manage any remaining residual balances after 10/1/16 in continued compliance with Subsections F(7) and G(6) of the contracts approved by City Ordinance Nos. 2015-11-12-0951 and 2015-11-12-0952. To the extent necessary to do so, those contracts shall be continued for the sole purpose of spending those funds for purchases directly for improvement to the new SAFD EMS program.

SECTION 2. Parties acknowledge that the position of Assistant Medical Director was vacant for a period of time, and may be vacant again in the future. Parties agree that, effective October 1, 2016, the Fire Chief or Designee may authorize the use of the fees established in Exhibit 1 for the position of Assistant Medical Director be applied toward filling the vacancy on a short term basis with the use of additional physicians approved by the Fire Chief or Designee. The term of the approval and identity of the physicians shall be in writing and signed by the Fire Chief or Designee. This provision shall not be interpreted to increase the budget for the position of Assistant Medical Director.

SECTION 3. CENTER hereby designates Vice President and CFO as the institutional official authorized to make financial decisions for the overall contract(s) with CITY on behalf of CENTER.

The CENTER shall appoint the Chair of Emergency Health Sciences (EHS) as liaison for day-to-day operational activities to SAFD for EMS Medical Control and Training Agreement and EMS Medical Direction Agreement.

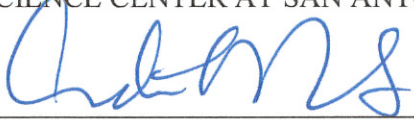
CENTER hereby designates Vice President and CFO as the institutional official authorized to make agreements on the expenditures of any residuals after 10/1/16 in compliance with Subsections F(7) and G(6).

SECTION 4. This AMENDMENT of the EMS Medical Control and Training Agreement and the EMS Medical Direction Agreement embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

SECTION 5. All other terms, conditions, covenants, and provisions of the EMS Medical Control and Training Agreement and the EMS Medical Direction Agreement not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said agreement, and any renewals thereof.

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

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



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

Date: 8/21/17

Erik Walsh
Deputy City Manager

Date: _____

APPROVED AS TO FORM:

Andrew Segovia, City Attorney