

ORDINANCE 2019-06-13-0514

**APPROVING AN AFFILIATION AGREEMENT WITH THE ALAMO  
COMMUNITY COLLEGE DISTRICT (ACCD) IN WHICH THE SAN  
ANTONIO FIRE DEPARTMENT WILL PROVIDE CLINICAL  
PRACTICE EXPERIENCE TO ACCD STUDENTS IN SUPPORT OF THE  
SAN ANTONIO COLLEGE'S ALLIED HEALTH AND NURSING  
EDUCATION CURRICULA.**

\* \* \* \* \*

**WHEREAS**, the Alamo Community College District (ACCD) is a junior college district and a political subdivision of the State of Texas; and

**WHEREAS**, ACCD students are offered a curriculum in San Antonio College's Allied Health and Nursing Education Program, and as part of this curriculum students are required to participate in a minimum number of patient contacts; and

**WHEREAS**, the San Antonio Fire Department (SAFD) wishes to facilitate patient contact opportunities for these ACCD students through ride-outs with Emergency Medical Services; and

**WHEREAS**, it is necessary that the parties enter into an affiliation agreement to provide for this service; and

**WHEREAS**, this ordinance will approve an affiliation agreement beginning June 15, 2019 and continuing until June 15, 2023 with automatic successive one year renewals thereafter; **NOW THEREFORE:**

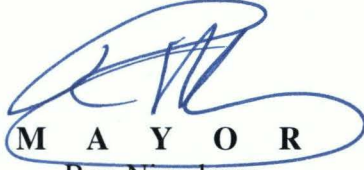
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager, or designee, is authorized to execute an Affiliation Agreement with the Alamo Community College District which is attached hereto and incorporated herein for all purposes as **Exhibit I**.

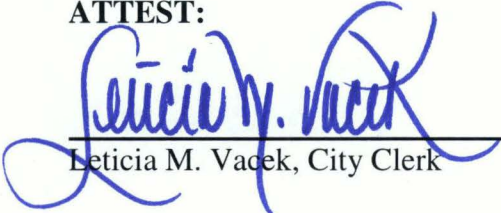
**SECTION 2.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

LC  
06/13/19  
Item No. 38


**PASSED and APPROVED this 13<sup>th</sup> day of June, 2019.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

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

<b>Agenda Item:</b>	<b>38</b>
<b>Date:</b>	06/13/2019
<b>Time:</b>	01:39:39 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	Ordinance approving an affiliation agreement with the Alamo Colleges District (ACD) in which the San Antonio Fire Department will provide clinical practice experience to ACD students in support of the San Antonio College's Allied Health and Nursing Education curricula. [Maria Villagómez, Deputy City Manager; Charles N. Hood, Fire Chief]
<b>Result:</b>	Passed

<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
Art A. Hall	District 2				x		
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

# Exhibit I





ALAMO  
COLLEGES

**AFFILIATION AGREEMENT BETWEEN  
City of San Antonio Fire Department EMS**

**AND**

**ALAMO COMMUNITY COLLEGE DISTRICT**

**On behalf of**

**San Antonio College**

This Affiliation Agreement ("Agreement") is made effective on the date stated in Exhibit A (hereinafter referred to as the "Effective Date") by and between Alamo Community College District, a public junior college district and a political subdivision of the State of Texas, on behalf of San Antonio College (hereinafter referred to as "Alamo Colleges District" and "College," respectively) and City of San Antonio Fire Department EMS (hereinafter referred to as "Facility"), collectively sometimes referred to herein as "the Parties."

**WHEREAS**, College has a curriculum in EMS Degree Education herein after referred to as "Program";

**WHEREAS**, clinical practice is a required and integral component of the curricula of Allied Health and Nursing Education;

**WHEREAS**, College desires the cooperation of facilities in the development and implementation of the clinical practice phase of the curricula; and

**WHEREAS**, Facility is willing to participate in the education of Allied Health and Nursing Education Students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, Alamo Colleges District and the Facility agree to the following Terms and Conditions:

**TERMS AND CONDITIONS**

1. **AFFILIATION.** College and Facility hereby agree to affiliate for purposes of operating the Program. Facility authorizes College to conduct the Program pursuant the Terms and Conditions of this Agreement within the Facility's premises, and the Facility shall evaluate the methods used in the implementation of the Program and determine the impact that the Program is having on the operation of Facility. In the event that Facility determines, in its sole discretion, that the Program is adversely impacting the delivery of health care to its patients or is otherwise interfering with the appropriate operation of the Facility, College will modify the Program or discontinue operating the Program at Facility until the matter is resolved by the Parties.
2. **COLLEGE'S OBLIGATIONS.** In operating the Program at Facility, College agrees to:
  - 2.1 Assume full responsibility of the planning and implementation of Program including, but not limited to the clinical objectives and on-going evaluation of the performance of the assigned students;

- 2.2 Communicate directly with a designated member of the Facility staff regarding any matters relative to the operation of the Program at the Facility;
- 2.3 Notify Facility, of its planned schedule of student assignments, including the names of student, level of academic status, and length and dates of clinical practice for each student;
- 2.4 Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility;
- 2.5 Instruct assigned students and faculty that confidentiality of medical information of the patients of Facility must be maintained at all times by student and faculty of College as required by law and the policies of Facility and that the obligation to maintain confidentiality shall continue even if this Agreement is terminated;
- 2.6 Be responsible for all administrative functions related to the assigned students, including but not limited to, ensuring all students read, understand and sign **Exhibit B – Ride Out Form** and ensuring signed Ride Out Forms are submitted to Facility prior to scheduling any Ride Out;
- 2.7 Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the City; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of City personnel or patients;
- 2.8 Appoint a faculty member to provide the on-site supervisory and other professional administrative and managerial services for the Program as may be reasonably requested by Facility; and
- 2.9 Maintain in force a policy of professional liability insurance for students and faculty with limits of one million (\$1,000,000.00) for each individual occurrence and three million (\$3,000,000.00) aggregate damage. Each student will be required to sign a waiver of release at the Facility.

3. **FACILITY'S OBLIGATIONS.** In operating the Program, Facility agrees to:

- 3.1 Provide a place to wait at the fire station and equipment necessary, as determined in its discretion, for student to observe EMS;
- 3.2 Provide College access to FasDap so College can determine the number of students which Facility can reasonably accommodate during a given period of time.
- 3.3 Advise College of changes in primary points of contact, operation, or policies which in the opinion of Facility may affect the Program and/or the students' clinical practice;
- 3.4 Provide to College and make available to assigned students, a copy of the Facility's current, applicable rules and regulations with which the students are expected to comply (attached hereto as Exhibit B);
- 3.5 Arrange for the supervision of assigned students by persons who shall have sufficient education, training and experience in the individual discipline to adequately supervise the assigned students;
- 3.6 Evaluate the performance of the assigned students on a regular basis as requested by College and using the evaluation criteria checklist established and provided by College and attached as Exhibit C; and
- 3.7 Retain ultimate responsibility for patient care.



4. **THE PARTIES' JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:

- 4.1 In the event of the failure or refusal of an assigned student to follow the Facility's policies and procedures, rules and regulations or an assigned student poses a threat of injury or harm to Facility's patient(s), employee(s) or staff, Facility shall immediately remove the student from all patient contact and/or the premises of the Facility and notify College as soon as possible thereafter during regular office hours. The student shall be barred from the Facility until such time that the Parties agree on an appropriate course of action and the student poses no further risk; and
- 4.2 Parties shall comply with all applicable provisions of all federal and state laws and regulations, including any applicable Executive Orders, applicable to the operation of Alamo Colleges District and the Project, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act ("FERPA"). Any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. The Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility. The Parties agree to abide by all applicable Alamo Colleges District policies, including, without limitation, those relating to financial ethics and accountability.
- 4.3 The assigned students shall not receive any remuneration from Alamo Colleges District or Facility.

5. **TERM AND TERMINATION.**

- 5.1 This Agreement shall commence on the Effective Date for the term specified in Exhibit A. Either Party may terminate this Agreement, with or without cause, by providing the other sixty (60) days prior written notice of its intent to terminate. Termination shall be effective at the end of the semester during which notice is given. The Facility shall not be required to provide its facilities for clinical practice for students who enroll in the College Program subsequent to the date of the notice of termination, and those students already assigned to receive clinical practice at the Facility shall have the opportunity to fully complete the course of study which is in progress.

6. **MISCELLANEOUS.**

- 6.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective three business days after mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated in Exhibit A, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days' notice to the other Parties in the manner set forth above.

- 6.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws and Constitution of the State



of Texas.

- 6.3 **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not in total or part be assigned or transferred directly or indirectly to another subsidiary/agency without sixty (60) days prior written notice, delivered to the other Party in accordance with Subsection 6.1 herein.
- 6.4 **Entire Agreement.** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated. Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 6.5 **Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
- 6.6 **Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 6.7 **Severability.** It is intended this Agreement to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 6.8 **Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 6.9 **Captions.** The Section and Subsection headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section or Subsection.
- 6.10 **Counterparts.** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
- 6.11 **Drafters.** Each Party to this Agreement has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either Party as drafter hereof.
- 6.12 **Annual Review.** This Agreement shall be evaluated and reviewed annually by the Parties for the purpose of making any agreed revisions that may be deemed advisable or necessary.
- 6.13 **No Third Party Beneficiaries.** Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to any faculty or students of Alamo Colleges District, or any persons



other than the Parties.

**6.14 Non-Indemnification.** College and Facility acknowledge they are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 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. College and Facility shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

**6.15 HIPAA.** The Parties agree that:

- a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");
- b. to the extent that College students are participating in the Program and College faculty members are providing supervision at the City as part of the Program, such students and faculty members shall:
  - (1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;
  - (2) receive training by the City on, and subject to compliance with, all of City's privacy policies adopted pursuant to the HIPAA Privacy Regulations and state medical privacy laws; and
  - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to College which a student accessed through Program participation or a faculty member accessed through the provision of supervision at the City that has not first been de-identified as provided in 45 CFR §164.514(a);
- c. College will never access or request to access any Protected Health Information held or collected by or on behalf of the City, from a student or faculty member who is acting as a part of the Facility's workforce as set forth in paragraph 6.15(b) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- d. no services are being provided to the Facility by the College pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

ALAMO COMMUNITY COLLEGE DISTRICT  
(Alamo Colleges District):

By: Robert Velazquez 4-16-19  
Chancellor/President Date

Print Name: Dr. Robert Velazquez

Title: College President

By: C. B. Startzell 1/13/19  
Signature Date

Print Name: CHERYL STARTZELL

Allied Health Department

APPROVED  
AS PER FORM ONLY  
Rose [Signature]  
APPROVED  
BY [Signature] ON 1/13/19

FACILITY:

By: \_\_\_\_\_  
Signature Date

Print Name: Maria Villagomez

Title: Deputy City Manager

City of San Antonio  
Legal Name of Facility Owner

315 S. Santa Rosa, San Antonio, Texas 78207  
Facility Street Address

Facility Telephone \_\_\_\_\_

Facility Email: \_\_\_\_\_

ATTACHMENTS:

- Exhibit A - Specific Terms
- Exhibit B - Ride Out Form (Assumption of Risk and Release of All Claims Form & Rules for Riding Out with SAFD)
- Exhibit C - College evaluation criteria checklist



1. The allied health programs to which this Affiliation Agreement applies are:  
[Emergency Medical Service Degree Program]
2. The Effective Date shall be June 15, 2019 and the term shall continue until [June 15, 2023]. This Agreement shall automatically renew for successive one (1) year terms thereafter.
3. Notice addresses are:

Campus: San Antonio College |  
 Department: Allied Health |  
 Attention: Chery Startzell |  
 Title: Chairperson |  
 Address: 1819 N. Main Avenue |  
 Room No.: NAHC 134M |  
 City/State: San Antonio, Texas 78212-3941 |  
 Telephone: (210) 486-1538 |  
 Email: cstartzell@alamo.edu |

Attention: Dr. Stella Lovato  
Vice President for College Services  
San Antonio College  
1819 N. Main Avenue  
San Antonio, Texas 78212-3941

Attention: Maria Villagomez  
Title: Deputy City Manager  
Department: City of San Antonio Fire Department  
Address: 315 S. Santa Rosa  
Room No.:  
City/State/Zip: San Antonio, TX 78207  
Telephone:  
Email:

10

**San Antonio College**  
**EMS Degree Program**  
**Preceptor Evaluation of Student Clinical Experience**

Student Name: \_\_\_\_\_ Preceptor Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Directions to the Preceptor:**

Please use the rating scales below to describe your evaluation of the paramedic student today. Please discuss the rationale for your evaluation with the student. There is space provided for additional comments and signatures.

**Part A: Affective Domain**

1. Preparedness: The student arrived on time with ink pen, stethoscope, eye protection, pen light, and required paper work and identification.

0	1	2	3	4
More than 15 min. late &/or no equipment	10 – 15 min. late &/or missing 1 – 2 items above	5 – 10 min. late &/or missing 1 – 2 items above	Arrives at the last minute; missing 0 – 1 items above	On time, not rushed, has all equipment

2. Professional Appearance: The student is dressed in proper uniform and is neat in appearance.

0	1	2	3	4
Not in uniform, poor hygiene, violated hair, body piercing or tattoo regulations	Uniform is dirty, wrinkled, or has holes in it; Poor judgment in jewelry &/or makeup	Uniform acceptable, could improve by polishing boots, etc. – grooming acceptable	Uniform clean, neat, and complete; Student well groomed	

3. Initiative: Student demonstrated interest in EMS through actions and interactions with evaluator.

0	1	2	3	4
No questions asked, minimal participation when requested	Asks a few questions, minimal participation & initiative	Asks questions or studies, good participation if asked, but little initiative	Asks questions, studies in down time, active participation	Asks questions, curious, takes initiative and follows through, accepts criticism well

4. Conduct: Student interacts with patients, families, & co-workers in a respectful and empathetic manner. Demonstrates respectability and professional ethics.

0	1	2	3	4
Violates the rights of others; cannot be trusted with the property of others. Violates privacy and confidentiality; Is rude or disrespectful	Shows little interest or ability in interacting with patients or co-workers	Interacts with patients & co-workers but lacks in empathy &/or professionalism	Overall conduct adequate. Needs self-confidence and assertiveness	Initiates therapeutic communications with others. Puts patients' needs above own self-interest; Demonstrates and attitude of professional collegiality

5. Careful Delivery of Service: Student follows policies, procedures, & protocols. Uses appropriate safeguards in the performance of duties.

0	1	2	3	4
No regard for the safety of self, patients, or staff. Disregard for policies, procedures, protocols	Minimal regards for safety, policies, and procedures	Inconsistent in use of safeguards	Needs minimal supervision to perform safely and adheres to policies and procedures	Exercises due caution in the performance of duties & follows policies, procedures, & protocols



Part B: Psychomotor Domain

1. Student demonstrates proficiency in skills performed.

0	1	2	3	4
Does not know what skill is indicated & if prompted cannot perform it	May know what skill is indicated but cannot perform it	Knows what skill is indicated but performs poorly without instruction	Knows what skill is indicated, performs correctly but needs to increase speed	Knows skill indicated. Organizes the task efficiently, performs accurately and without hesitation

Part C: Cognitive Domain

1. Knowledge: The student can recall common terms, facts, principles, and basic concepts in EMS.

0	1	2	3	4
Significant deficits in knowledge; e.g. cannot use basic medical terminology	Somewhat limited recall of facts and principles	Accurate recall of facts and concepts, but is too slow	Good recall of most facts & concepts, given the current point in the course	Outstanding recall of principles and theories

2. Problem Solving: The student uses knowledge to solve a previously unencountered situation.

0	1	2	3	4
Unable to recognize problems	Recognizes the problem, cannot solve it	-----	Identifies the problem and takes some steps toward solving it, but needs guidance	Identifies problems and can independently devise a plan to solve the problem

3. Evaluation: The student can judge the appropriateness of actions and can defend his/her decisions.

0	1	2	3	4
Student cannot give a rationale or explanation for actions or decisions	-----	Attempts to defend his or her decisions or actions, but does not provide a defensible argument	-----	Student provides a sound rationale for decisions and actions

Please use the space below to write any additional comments and suggestions for further development of the student's potential.

Preceptor Signature

Student Signature

Clinical Coordinator/Faculty Signature



ALAMO COLLEGES DISTRICT  
San Antonio College

# EMT Basic Student

## Training Level: EMT B Student

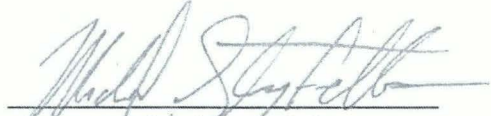
In cooperation with the San Antonio Fire Department, the student has received permission to ride on the ambulance specified. The student also acknowledges and agrees to/that:

1. Ride only on the assigned ambulance. Shift verified through Fisdap.
2. Wear student identification badge and approved clothing/uniform.
3. SAFD radios and documentation equipment are not for student use.
4. Ambulances are to be operated by SAFD employees ONLY.
5. Student evaluation MUST be signed by the paramedic on duty.
6. Confine him/herself to the station day room and/or kitchen only.
7. Wear a seatbelt unless actively involved in patient care.

For question or concerns please contact Billy Hal Woodward (Clinical Coordinator) at (210) 413-2886 or Jeff Bailey Program Director) at 210-287-4175



Jeff Bailey  
Program Director  
San Antonio College EMS Degree Program  
[jbailey4@alamo.edu](mailto:jbailey4@alamo.edu)



Michael Stringfellow  
District Chief, EMS Division  
San Antonio Fire Department  
[Michael.Stringfellow@sanantonio.gov](mailto:Michael.Stringfellow@sanantonio.gov)







ALAMO COLLEGES DISTRICT  
San Antonio College

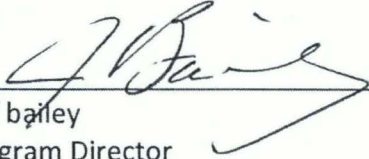
# Paramedic Student

## Training Level: Paramedic Student

In cooperation with the San Antonio Fire Department, the student has received permission to ride on the ambulance specified. The student also acknowledges and agrees to/that:

1. Ride only on the assigned ambulance. Shift verified through Fisdap.
2. Wear student identification badge and approved clothing/uniform.
3. SAFD radios and documentation equipment are not for student use.
4. Ambulances are to be operated by SAFD employees ONLY.
5. Student evaluation MUST be signed by the paramedic on duty.
6. Confine him/herself to the station day room and/or kitchen only.
7. Wear a seatbelt unless actively involved in patient care.

For question or concerns please contact Billy Hal Woodward (Clinical Coordinator) at (210) 413-2886 or Jeff Bailey Program Director) at 210-287-4175

  
Jeff Bailey  
Program Director  
San Antonio College EMS Degree Program  
[jbailey4@alamo.edu](mailto:jbailey4@alamo.edu)

  
Michael Stringfellow  
District Chief, EMS Division  
San Antonio Fire Department  
[Michael.Stringfellow@sanantonio.gov](mailto:Michael.Stringfellow@sanantonio.gov)

