

Interlocal Agreement Concerning a Field Applications System and Additional Support Systems

This Interlocal Agreement (the "Agreement") concerning a Field Applications System and Additional Support Systems is entered into by and between the following parties,

City of San Antonio, (hereinafter referred to as "CITY"), a Texas Home Rule Municipality, and the Southwest Texas Regional Advisory Council, (hereinafter referred to as "STRAC"), a political subdivision of the State of Texas, both of which may be referred to herein collectively as the "Parties".

This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperative Act, Tex. Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS Chapter 773 of the Texas Health and Safety Code provides the authority pursuant to which the Southwest Texas Regional Advisory Council has been established; and

WHEREAS, the San Antonio Fire Department, is the recognized emergency medical services agency for the CITY, and is authorized, ready, able and willing to provide as stated herein, Emergency Medical Technicians, who are certified, and to record emergency services provided in the course of performing such services; and

WHERE AS, the Parties believe that it is in their best interest and for the economical and efficient administration of the necessary and essential services which the parties to this Agreement are authorized to perform, and is in the best interest of all the residents of the City of San Antonio, for the parties of this Agreement to provide the services provided for herein:

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above and for and is consideration of the mutual promises and covenants contained herein and the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE I.

CONTRACTING PARTIES

- 1.01 The Southwest Texas Regional Advisory Council, which has been established and authorized in accordance with the Texas Health and Safety Code, Chapter 773 ("STRAC").
- 1.02 The City of San Antonio, Texas acting by and through the San Antonio Fire Department (the "Fire Department").
- 1.03 The Fire Department and STRAC may be collectively referred to herein as the "Parties".

ARTICLE II

STATEMENT OF SERVICES TO BE PERFORMED AND LIMITATIONS OF AUTHORITY

- 2.01 The Fire Department and STRAC agree to work collaboratively to maintain a Field Applications reporting system to transfer data from the Fire Department to other

healthcare providers via computer and to determine content and frequency of any and all reporting.

- 2.02. The Fire Department shall have the sole authority over determining any and all issues regarding clinical necessity and appropriate emergency medical treatment.
- 2.03. The Fire Department shall have sole authority over determining any and all usage regarding their data.
- 2.04. In the performance of the work, duties and obligations herein, it is mutually understood and agreed that the Parties shall not be considered employees of each other Party. The Parties shall be considered and are independent contractors. The Parties shall not have control, direction and/or dominion over the other nor any of their respective employees, other than under the terms of this Agreement. The Parties shall be responsible for performing the services contemplated herein in good manner and the work shall be conducted in strict accordance with currently approved practices and in compliance with all laws, licenses and certification requirements, if any. No partnership, joint venture or other arrangement (other than independent contractor) is intended to be, or has been, created as a result of this Agreement. Parties have no authority to act for or on behalf of the other Party except as provided for in this Agreement, and no other authority, power or use is granted or implied. Parties may not incur any debt, obligation, expense, or liability of any kind on behalf of the other Parties without said party's expressed written permission.
- 2.05. Parties have no exclusive rights or benefits other than those set forth herein.
- 2.06. Parties are neither responsible nor liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the other Party may cause or be involved in or that may arise during the term of this Agreement.

ARTICLE III

- 3.01. STRAC agrees to purchase hardware, software, software support, and software upgrades on an annual basis for the transmission of Fire Incident and Electronic Patient Care Reports data from the Fire Department to hospitals and/or state reporting agencies and other team members supported by STRAC subject to approval by the Chief of the Fire Department or designee. To offset the cost of this software support and upgrades, the City agrees to pay an annual support fee to STRAC based on the volume usage by the Fire Department. The maintenance fee is approved by STRAC and subject to approval by the City.
- 3.02. Payment for maintenance and support fees shall be made based on the prices listed in the pricing schedule, attached hereto as Exhibit 1 and incorporated herein by reference for all purposes.
- 3.03. Annual price increases may not exceed 5% as outlined in the attached pricing schedule. Pricing increases will be requested annually by STRAC and justified as applicable

based on contract price increases, run volume increases that effect contractual obligations, and labor cost increases. Each party must make any payments from current revenues available to the party.

- 3.04 The Fire Department agrees to consider all requests for related research from STRAC or the San Antonio Military Medical Center's Institute of Surgical Research. Each individual request will be reviewed and either approved or denied by the Chief of the Fire Department's Operation Section. These individual requests will be in writing and will describe in detail the scope and responsibilities of the research project. A response to research requests will be no longer than 90 days from date of receipt of the written request. Although scope and responsibilities may be similar, an individual request must be submitted for each instance.
- 3.05 The Fire Department shall provide appropriate staff for deployment, maintenance, and initial and ongoing training of the Fire and EMS data reporting software with the assistance of STRAC.
- 3.06 Each party agrees the performing party is fairly compensated for the services and functions performed under this agreement.

ARTICLE IV STATEMENT OF RADIO SATELLITE RADIOS

- 4.01 STRAC agrees to provide the City of San Antonio Office of Emergency Management with Satellite Telephone Services for prices listed in the attached pricing schedule. The monthly fee includes the ability to communicate on the satellite radios through STRAC's communication network and actual access to said network, access to satellite radio talk groups, and any required maintenance to the satellite radios.
- 4.02 City agrees to sponsor and offset the annual membership dues to the Joint Operations Committee (JOC) of the Alamo Area Regional Radio System (AARRS). STRAC radios are eligible to operate in support of the Medical community through the Regional Medical Operations Command (RMOC) structure.

ARTICLE V TERM OF AGREEMENT

- 5.01 The Agreement may be extended from year to year, providing City Council has budgeted funds for its continuation. The term of this Agreement will begin upon execution of this agreement by both parties and continue unless terminated by one of the parties.
- 5.02 Either party may terminate this Agreement immediately, if the party has cause to believe that termination of the Agreement is in the best interest of the health and safety of persons needing medical care serviced under this Agreement or for any reason upon ninety (90) days written notice.
- 5.03 The exchange of information between the Fire Department and STRAC shall be in accordance with applicable law, to include Chapter 773 of the Texas Health and Safety

Code, and to the extent applicable, the Health Insurance Portability and Accountability Act of 1996 and the regulations thereafter ("HIPAA"). This Agreement does not contemplate or permit disclosure of "protected health information" except for treatment purposes as that term is defined under and for purposes of HIPAA and implementing regulations issued pursuant to thereto. Any and all exchange and or disclosure of "protected health information" between the Parties shall be in accordance with HIPAA and all applicable state and federal statutes and regulations. Parties shall cause its employees or persons performing services hereunder including subcontractors to comply with applicable provisions of HIPAA to the extent such law and regulations apply regarding patient and medical record confidentiality. Each Party assumes full responsibility for any breach of confidentiality by its employees or its personnel with regard to the provision of services under this Agreement. The Parties agree to execute such agreements including Business Associate Agreements, as each Party reasonably believes are necessary to comply with these requirements.

ARTICLE VI MEDICAL RECORDS AND PRACTICE OF MEDICINE

- 6.01 The Fire Department shall utilize field application reporting software to transfer emergency service records to STRAC, including but not limited to: medical history forms, consent forms, monitoring forms, incident records and preplans. STRAC maintains these records on its record retention system, but SAFD shall remain the Custodian of record for any patient record requests.
- 6.02 Although STRAC maintains these records, the records remain the property of the Fire Department. In the event of a request for records governed under the Texas Public Information Act, Chapter 552, Texas Government Code (the "ACT"), the Party from whom the records have been requested shall respond to and request in compliance with applicable provisions of the Act. Consultation regarding requests for records with other Parties to this Agreement will be done in compliance with the terms of the request and applicable laws.
- 6.03 Nothing contained herein is intended to: (a) constitute the use of medical license for the practice of medicine by anyone other than a licensed physician; (b) aid the Parties or any corporation to practice medicine when in fact such corporation is not licensed to practice medicine; or, (c) constitute or result in any other act or create any other arrangement in violation of the Texas Medical Practice Act, Chapter 151 of the Texas Occupations Code.
- 6.04 The Parties warrant and certify that any person designated to provide services hereunder has the requisite training, license and or certification to provide said service, and meets all competence standards promulgated by all other administrative bodies, as applicable to the services provided herein.
- 6.05 The Parties acknowledge they are political subdivisions to the State of Texas and are subject to and comply with the applicable provisions of the Texas Torts Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et. Seq. and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury and death.

ARTICLE VII
MISCELLANEOUS

- 7.01 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 (3) 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
- 7.02 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDE ARE ENFORCEABLE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.
- 7.03 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local law, 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 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.
- 7.04 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 STRAC and subject to approval by the City Council as evidenced by passage of an ordinance.
- 7.05 The signer of this Agreement for the Parties represents, warrant, assure, and guarantee that they have full legal authority to execute this Agreement on behalf of the Parties and to bind the Parties to all of terms, conditions, provisions, and obligations of herein contained.
- 7.06 This Agreement shall be binding on and inure 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.

- 7.07 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.
- 7.08 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 of agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties in accordance with Section 6.04.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2023.

CITY OF SAN ANTONIO

STRAC

Charles N. Hood
Fire Chief



Eric Epley
Executive Director

APPROVED AS TO FORM:



City Attorney

EXHIBIT 1
PROPOSED PRICING SCHEDULE

Service	Annual Increase	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
ImageTrend	5%	\$738,057.00	\$774,959.85	\$813,707.84	\$854,393.23	\$897,112.90
Data Analytics	5%	\$60,376.18	\$63,394.99	\$66,564.74	\$69,892.98	\$73,387.62
Satellite Radios (28 units)	0%	\$23,453.04	\$23,453.04	\$23,453.04	\$23,453.04	\$23,453.04
TOTAL		\$821,886.22	\$861,807.88	\$903,725.62	\$947,739.25	\$993,953.56

