

AN ORDINANCE

2021-12-16-0986

**AUTHORIZING THE ACCEPTANCE OF A DONATION FROM THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL FOR TRAUMA (STRAC) IN AN AMOUNT UP TO \$100,000, TO BE USED BY THE MOBILE INTEGRATED HEALTHCARE (MIH) UNIT OF THE EMERGENCY MEDICAL SERVICES (EMS) DIVISION OF THE SAN ANTONIO FIRE DEPARTMENT (SAFD) TO WORK WITH MOLINA HEALTHCARE OF TEXAS, INC. (MOLINA) TO REDUCE DEMAND ON LOCAL EMERGENCY DEPARTMENTS BY IMPROVING OUTCOMES AND COORDINATING CARE OF ASSIGNED MOLINA MEMBERS; APPROVING A SIX (6) MONTH AGREEMENT WITH STRAC UNDER WHICH THE SAFD EMS DIVISION WILL PROVIDE MIH SERVICES TO ASSIGNED MOLINA MEMBERS IN SAN ANTONIO TO HELP IMPROVE THE HEALTH, COMFORT, AND WELL-BEING OF THOSE MEMBERS; AND APPROVING PROGRAM BUDGETS FOR THE DONATIONS AND THE AGREEMENT.**

\* \* \* \* \*

**WHEREAS**, STRAC has informed SAFD of its intention to donate funds in an amount up to \$100,000, to be used by the MIH Unit of the EMS Division of SAFD, to work with Molina to reduce demand on local emergency departments by improving outcomes and coordinating care of assigned Molina members; and

**WHEREAS**, the donated funds will be used during the period beginning December 1, 2021 and ending June 30, 2022; and

**WHEREAS**, no cash or in-kind matching contributions by the City are required in connection with this donation; and

**WHEREAS**, STRAC has also approached the City about entering into that certain *Agreement For Provision of Mobile Integrated Health Services* (Agreement) under which the SAFD EMS Division would provide MIH services to assigned Molina members in San Antonio to help improve the health, comfort, and well-being of those members for an initial term of six (6) months beginning January 1, 2022 and ending June 30, 2022; and

**WHEREAS**, the provision of the MIH services to these patients would help improve their health, comfort and well-being by providing skilled patient care in the home setting; educating the patient, his/her family and his/her caregivers; coordinating with the patient's hospice provider; and reducing admissions to emergency rooms and EMS trips to those emergency rooms; and

**WHEREAS**, City Staff is recommending that the City enter into the Agreement; and

**WHEREAS**, following due review, consideration, deliberation, and discussion of the matter by the City Council, the City Council has concluded that the City Staff recommendation should be accepted and that such agreement should be approved; **NOW THEREFORE:**

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

**SECTION 1.** The donation by STRAC to the City in an amount up to \$100,000, to be used by the MIH Unit of the EMS Division of SAFD, to work with Molina to reduce demand on local emergency departments by improving outcomes and coordinating care of assigned Molina members, is hereby accepted.

**SECTION 2.** A copy of a letter from STRAC to SAFD regarding this donation and setting forth certain specifics regarding the use of those donated funds is attached hereto as **Attachment 1** and made a part hereof for all purposes. The City Manager or his designee, or the Fire Chief or his designee, are each hereby authorized to execute any and all additional documents necessary to effectuate and evidence the acceptance of this donation and/or perform the program for which the funds will be used, without further action by the City Council.

**SECTION 3.** That certain *Agreement For Provision of Mobile Integrated Health Services* ("Agreement") between the City and STRAC, pursuant to which the SAFD EMS Division will provide MIH services to assigned Molina members in San Antonio to help improve the health, comfort, and well-being of those members for an initial term of six (6) months beginning January 1, 2022 and ending June 30, 2022, is hereby approved. A copy of the Agreement is attached hereto as **Attachment 2** and is incorporated herein by reference for all purposes.

**SECTION 4.** The City Manager or his designee, or the Fire Chief or his designee, are each hereby authorized to execute the Agreement and any and all additional documents necessary to effectuate and evidence the acceptance of this donation and/or perform the program for which the funds will be used, without further action by the City Council.

**SECTION 5.** Funds received for this ordinance for Trauma (STRAC) shall be deposited in Fund 29820001, Internal Order 820000001087 and General Ledger 4404178.


*Remainder of Page Intentionally Left Blank*



**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer ("DCFO"), City of San Antonio. The DCFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED** this 16<sup>th</sup> day of December, 2021.




M A Y O R  
Ron Nirenberg

**ATTEST:**

  
Debbie Racca-Sittre, Interim City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney

**A T T A C H M E N T 1**





## City of San Antonio

### City Council Meeting December 16, 2021

32.

2021-12-16-0986

Ordinance accepting funds from the Southwest Texas Regional Advisory Council for Trauma (STRAC) up to the amount of \$100,000 for a term of six months for the Mobile Integrated Healthcare unit of the EMS division of the San Antonio Fire Department to work with Molina Healthcare of Texas, Inc. to reduce demand on local Emergency Departments by improving outcomes and coordinating care of assigned patients during the pilot program enrollment period. [Maria Villagomez, Deputy City Manager; Charles Hood, Fire Chief]

Councilmember Viagran moved to approve Item 32. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKee-Rodriguez, Viagran, Castillo, Cabello Havrda,  
Sandoval, Pelaez, Courage, Perry

**Absent:** Rocha Garcia



12/11/2021

San Antonio Fire Department  
Attn: Chief Andrew Estrada

Re: Molina Healthcare of Texas, Inc Pilot Program

Dear Chief Estrada,

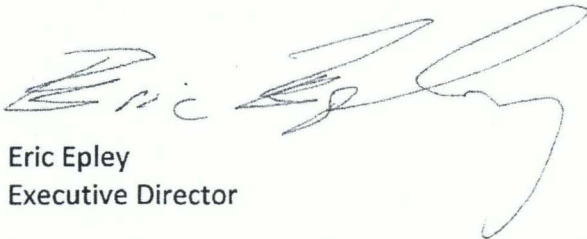
We are pleased to announce that effective January 1, 2022 through June 30, 2022 the San Antonio Fire Department (SAFD) Mobile Integrated Healthcare (MIH) Program has been presented with operational funding up to the amount of \$100,000 for a term not to exceed six months. STRAC will receive funding per completed visit from Molina Healthcare of Texas, Inc to help improve the health, comfort, and well-being of the enrolled Members by providing skilled patient care in the home setting, educating the patient, family, and caregivers, coordinating with the Member's assigned primary care physicians.

STRAC will be responsible for the management of the funding received through this program and will be paid on a monthly, per patient, per visit basis based on the geographical location of the patient. STRAC MIH Consortium will account for all funds being disbursed and will be providing reimbursement to the San Antonio Fire Department (SAFD) for MIH program costs.

All procurement activities associated with this program shall follow STRAC accounting guidelines and generally accepted accounting principles for the purchase of services without exception. It is critical that all procurement provisions be completely followed. When in doubt, please contact STRAC for proper guidance. The STRAC must report all expenditures by the end of the fiscal year. Partners should ensure that costs claimed under this program are eligible and reasonable.

If you have any questions about this funding, eligible expenses or the reporting process, please contact Ms. Mary Roel at (210) 233-5834 or email at [accounting@strac.org](mailto:accounting@strac.org).

Sincerely,



Eric Epley  
Executive Director

## **A T T A C H M E N T 2**



**AGREEMENT FOR PROVISION OF  
MOBILE INTEGRATED HEALTH SERVICES**

This *Agreement for Mobile Integrated Healthcare Services* (the "Agreement") is entered in to as of January 1, 2021, pursuant to Ordinance No. 2021-12-09-\_\_\_\_, passed and approved on December 9, 2021, and is by and between the City of San Antonio, a Texas Home Rule Municipal Corporation ("CITY" or "SAFD ") and the Southwest Texas Regional Advisory Council ("STRAC"). CITY and STRAC are sometimes hereinafter referred to as the "Parties".

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which SAFD will provide MIH Services to enrolled patients from Molina Healthcare that has a current agreement with STRAC;

WHEREAS, SAFD will work together with STRAC and Molina Healthcare to develop treatment protocols and/or patient care plans for enrolled patients within the area serviced by the SAFD for EMS and/or MIH services;

WHEREAS, SAFD will provide personnel that will work to fulfill the program goals as defined in the agreement between STRAC and Molina Healthcare;

WHEREAS, the Parties agree that patient care will be provided in accordance with mutually agreed upon care plans, and that SAFD MIH Providers will have access to any Medical Director or a Physician identified by STRAC or Molina Healthcare to aid in medical decision making for patients enrolled in the program, if necessary;

NOW, THEREFORE, in consideration of the Agreements contained herein, the Parties hereto agree as follows:

1. Services Provided.

- a. SAFD shall provide STRAC with MIH Services in order to complete the work defined in the contract between STRAC and Molina Healthcare within areas served by the SAFD for EMS and/or MIH as well as the services described in Section 1 of Appendix A.
- b. STRAC shall provide SAFD with the services and perform the obligations described in Section 2 of Appendix "A" attached hereto and incorporated herein by reference (the "STRAC Services").
- c. Specific program goals and services to be provided will be defined in the Molina Healthcare Provider agreement that STRAC has executed.
- d. SAFD shall only provide MIH Services within their own 911 Jurisdiction unless specifically invited in writing into another Jurisdiction to provide MIH Services.



2. Fees for Services.

- a. As compensation for the SAFD Services, STRAC shall compensate SAFD at the times and in the amounts set forth in the contract executed between STRAC and Molina Healthcare. SAFD and STRAC shall have the right to amend the Mobile Integrated Healthcare Fees by mutual agreement and by taking the request to the MIH Consortium.
- b. STRAC shall be compensated ten percent (10%) of each invoice submitted to the entity requesting MIH services to provide the administrative services as outlined in Appendix A.

3. Required documentation for Services.

- a. STRAC shall provide SAFD with all documentation reasonably required by SAFD in order to provide services in accordance with Appendix "A", Section 2. This information shall be provided to SAFD at time of enrollment so compliant care can be provided by SAFD.

4. Payment for the Services.

- a. STRAC shall be liable to and shall pay all compensation due in accordance with the Agreement between STRAC and the entity requesting MIH services. SAFD will submit invoices to STRAC on a monthly basis and STRAC agrees to pay SAFD invoices in full within thirty (30) days of its receipt of such invoices.

5. Term of the Agreement.

- a. Term. The term of this Agreement shall commence on January 1, 2022 and shall end on June 30, 2022. The Parties shall have the option to renew this Agreement on the same terms and conditions for up to two (2) one (1) year terms. So long as the terms and conditions of the Agreement are not changed for the renewal term, the renewal shall not require approval of CITY'S City Council. If any of the terms and conditions of the Agreement are changed for the renewal term, the renewal will require the approval of CITY'S City Council, as evidenced by the passage of an Ordinance.
- b. Immediate Termination by STRAC. STRAC may terminate this agreement immediately upon notice to SAFD, in the event of: (a) STRAC or its subcontractor's violation of any applicable Federal, State or local law, rule or regulation, including but not limited to, Chapter 775 of the Texas Health and Safety Code, Chapter 157 of Title 25 of the Texas Administrative Code ("TAC") and any applicable Federal, State or local special or general laws, or administrative regulations governing the operation of EMS; (b) the revocation or suspension of any of SAFD's licenses,

accreditations or certifications; (c) or determination by STRAC that the health, safety or welfare of any patient may be in jeopardy if this agreement is not terminated.

- c. Termination due to Material Breach. SAFD, at any time by written notice to STRAC, may declare this Agreement in default and terminate this Agreement. STRAC shall have thirty (30) days after receipt of written notice to cure any default unless such right to cure is waived or cure is deemed impossible. STRAC and or any payer of a contract of MIH services with STRAC shall be the sole judge of whether the default has been satisfactorily cured. The events giving rise to termination under this section include but are not limited to:

- (1) failure by STRAC in the performance of any of its obligations hereunder, including but not limited to, failing to provide services as set forth in Appendix A; or

- (2) expiration or cancellation of any policy of insurance agreed to be maintained by STRAC.

- d. Termination without Cause. Either party signed herein may terminate the Agreement with 30 days written notice to the other party.
- e. Actions After Termination In the event that this Agreement shall be terminated, any and all fees shall be paid through the effective date of termination including all monthly fees due for all enrolled patients through the end of the month when the termination is effective.

## 6. Education and Training.

- a. Each party agrees to provide the other party with education and training as set forth in Exhibit "A" attached hereto. In connection with such education and training, each party agrees to execute or provide the other party with documentation requested by the other party for purposes of patient privacy.

## 7. HIPAA.

- a. It is the intent of the parties to comply fully with the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto (collectively "HIPAA" herein). The parties agree that confidential health information (hereinafter referred to as "Protected Health Information" or "PHI") is subject to protection under, and it is the intent of the parties to be in full compliance with, state and federal law,



including applicable provisions of HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), its related regulations, and all applicable state privacy and security laws related to access of PHI by the parties. To the extent that the services performed herein are determined to be performing a transaction subject to HIPAA or HITECH Act, the Business Associate Agreement shall control. Contemporaneously with the execution of this Agreement, the parties have executed a HIPAA compliant Business Associate Agreement.

- b. Each party shall implement and maintain such safeguards as are necessary to ensure that the PHI is not used or disclosed except as is provided in this Agreement and any referenced documents.

## 8. GENERAL PROVISIONS

- a. Corporate Practice of Medicine. Nothing contained herein is intended to (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) enable or assist STRAC 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 arrangements in violation of the Texas Medical Practice Act.
- b. Retention of and Access to Records and Reports. SAFD agrees to provide STRAC and federal, state, and local governmental authorities having jurisdiction, upon request, access to all books, records and other papers (including, but not limited to, medical and financial records) and information relating to this Agreement and to those services rendered by SAFD pursuant to this Agreement, and to maintain such books, records, papers and information for the longer of six (6) years after termination of this Agreement, or the period required by applicable state law. All requested information shall be supplied within fourteen (14) business days of the receipt of the request, where practicable.
- b. STRAC and its subcontractors shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as a "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, STRAC shall retain the records until the resolution of such litigation or other such questions. STRAC acknowledges and agrees that SAFD shall have access to any and all such documents at any and all times, as deemed necessary by SAFD, during said retention period. SAFD may, at its election, require STRAC to return the documents to SAFD at STRAC's expense prior to or at the conclusion of the retention period. In such event, STRAC may retain a copy of the documents at its sole cost and expense.



## 9. Warranties and Covenants.

STRAC represents and warrants that:

- a. All information, data or reports provided or to be provided to SAFD is, shall be, and shall remain complete and materially accurate as of the date shown on the information, data, or report to the best of STRAC's knowledge.
- b. No litigation or proceedings are presently pending or threatened against STRAC relating to the Agreement.
- c. STRAC has legal authority to enter into this Agreement and to accept payments hereunder, and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions hereof.
- d. STRAC (i) is not currently excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in STRAC being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and STRAC shall immediately notify any entity of which STRAC contracts of any change in the status of the representation and warranty set forth in this section. Any material breach of this section shall give SAFD the right to terminate this Agreement immediately for cause.

## 10. Assignments.

This Agreement is not assignable by either party without the prior written consent of the other.

## 11. Waiver of Performance.

No waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall 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.

- b. No act or omission of either party shall in any manner impair or prejudice any right, power, privilege or remedy available to the party hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.
- c. No representative or agent of the either party may waive the effect of the provisions of this Section.

#### 12. Legal Construction.

In case any one or more of the provisions in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### 13. Choice of Law and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving any effect to any conflict of law's provisions.

#### 14. Confidentiality.

- a. The Parties acknowledge that in connection with the services to be performed under this agreement by STRAC and SAFD, either party, may be acquiring and making use of certain confidential information of the other party which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, the parties, shall not after the date hereof use the Confidential Information of the other party except in connection with the performance of services pursuant to this Agreement, or divulge the Confidential Information of the other party to any third party, unless the other party consents in writing to such use or divulgence or disclosure is required by law. In the event either party receives a request or demand for the disclosure of Confidential Information of the other party, the party receiving the request or demand shall immediately provide written notice to the other party of such request or demand, including a copy of any written element of such request or demand.



- b. STRAC and SAFD agree to adequately instruct their employees, medical providers, and all personnel that may provide services pursuant to this Agreement regarding the confidentiality and privacy of patients and patients' medical records.

15. Medicare Access to Records.

- a. To the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four years of termination of this Agreement, STRAC and/or SAFD shall upon written request, make available to the Secretary of the US Department of Health and Human Services, or the Comptroller General of the United States General Accounting Office, or to any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by STRAC under this Agreement.

16. Amendment.

- a. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof.

17. Severability.

- a. Any provision of this Agreement that is determined invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible, while also legal, valid and enforceable.



## 18. Notices

- a. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail or hand delivery to the parties at the addresses set forth below:

STRAC: Southwest Texas Regional Advisory Council  
7500 US Highway 90 West, Suite 200, San Antonio, TX 78227  
ATTN: Eric Epley, Executive Director

SAFD: San Antonio Fire Department  
315 S Santa Rosa, San Antonio, TX 78207  
ATTN: Charles Hood, Fire Chief

19. Entire Agreement.

- a. This Agreement constitutes the final and entire agreement between the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties unless same is in writing dated subsequent to the date hereof and duly executed by the parties.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE FIRST WRITTEN ABOVE.

**San Antonio Fire Department:**

**Southwest Texas Regional  
Advisory Council:**

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Chief Charles Hood  
San Antonio Fire Department

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Eric Epley  
Executive Director

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Date

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Date

## **Appendix A.**

### **SAFD Services & Goals**

1. SAFD agrees to provide to STRAC the following services:
  - a. SAFD is responsible for the hiring and training of their MIH personnel as required in the Molina Healthcare contract that they participate in as part of the MIH Consortium.
  - b. Facilitate the enrollment of patients who are receiving care from Molina Healthcare, who has a current contract with STRAC, into the SAFD MIH Program.
  - c. SAFD MIH personnel shall contact the patient and his/her family to schedule the required number of visits as outlined in the contract between STRAC and Molina Healthcare. The Molina Healthcare Provider Agreement with STRAC requires one to three in person visits per week.
  - d. SAFD shall keep patient care records for every contact with enrolled patients and provide them to Molina Healthcare on a weekly basis. SAFD will immediately notify Molina Healthcare in any change in the patients' health status.
  - e. SAFD shall provide monthly reports on utilization of the MIH Program and any other requested data as defined in the contract between STRAC and Molina Healthcare.
  - f. SAFD will be available 24 hours/7 days per week to Molina Healthcare patients that are enrolled and being seen by the MIH program.
  - g. SAFD will identify any barriers including but not limited to social determinants of health that could be driving use of the Emergency Department.
  - h. SAFD will provide and perform tests as needed such as lab, peak flow, EKG, etc.
  - i. SAFD will provide EHR access to Molina Healthcare.
2. The goal is to have a twenty-five (25%) percent reduction in the use of the Emergency Department usage over the program period. This twenty-five (25%) percent reduction will be measured by taking the members Emergency Department usage within the most recent six (6) months and comparing the members Emergency Department usage at the end of the Program Period.



**Appendix A.**  
**STRAC Services**

3. STRAC shall provide the following services to SAFD and perform the following obligations:
  - a. Molina Healthcare will provide the following information for each such patient:
    - i. Patient's demographics as necessary to facilitate enrollment in programs per the program agreement.
    - ii. Access to all medical records necessary to manage the patient enrolled in the MIH Program per the program agreement.
  - b. Molina Healthcare will provide STRAC and/or SAFD with access to its Electronic Medical Record System to allow access to pertinent patient information per the program agreement.
  - c. Provide monthly invoicing to Molina Healthcare for SAFD.
  - d. Receive funds from Molina Healthcare and distribute those funds appropriately to the participating agencies.
  - e. Provide an MIH Program Manager to serve as the coordinator/manager of all program contracts and that will be available to all MIH organizations in the event that they need assistance with any part of their MIH operations in association with the agreement that they are participating in.
  - f. Collect and manage data related to the metrics of the program.
  - g. Host weekly meetings between Molina Healthcare and SAFD to discuss specific challenges and/or members.
  - h. Host monthly meetings between Molina Healthcare and SAFD to report out on each member and review monthly reports.