

**INTERLOCAL FEE AGREEMENT FOR
EMERGENCY MEDICAL GROUND TRANSPORTATION SERVICES**

This Interlocal Fee Agreement (Agreement) is entered into between the City of Austin, a Texas home rule municipality, and the Travis County Healthcare District, a Texas hospital district (each a “Party,” and collectively the “Parties”). The City’s Emergency Medical Services Department (EMS), a department of the City of Austin, Texas, is licensed by the State of Texas to provide ground emergency medical services. These services are provided within the City’s corporate limits and, through an interlocal agreement with Travis County, in the portions of Travis County that are outside the City’s corporate limits. The District has established a Medical Assistance Program to pay for certain health care services provided to eligible beneficiaries who live in Travis County.

1.0 DEFINITIONS

1.1 “Travis County Healthcare District” or “District” means the hospital district created under Chapter 281, Texas Health and Safety Code, whose boundaries are co-extensive with Travis County, Texas.

1.2 “Board of Managers” means the governing body of the Travis County Healthcare District.

1.3 “City” means the City of Austin, a Texas home rule municipality.

1.4 “Services” means ground emergency medical transportation services provided by EMS.

1.5 “EMS” means the City’s Emergency Medical Services Department.

1.6 “Eligible MAP Patient” means a person who is enrolled in the District’s Medical Assistance Program (“MAP”) at the time the person receives Services under this Agreement and whose eligibility for MAP benefits has been verified using the District’s on-line MAP eligibility system.

2.0 Term. The initial term of this Agreement shall be March 1, 2009 (“Effective Date”), through February 28, 2010, (“Initial Term”) unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed upon the same or different terms for an additional seven-month period (“First Renewal Term”) by written agreement signed by authorized representatives of each Party.

3.0 Amendments.

3.1 Written. Any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by both Parties following approval of each Party's governing body.

3.2 Authority to Amend. Each Party acknowledges that no officer, agent, employee or representative of the other Party has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Party's governing body.

4.0 Ground Emergency Medical Services. City, through EMS, shall provide ground emergency medical transportation services to District's Eligible MAP Patients in accordance with the reimbursement described in this Agreement. EMS agrees to provide Services in accordance with all applicable federal, state and local laws and regulations

5.0 Payment

5.1 During the Initial Term, City agrees to accept from District, and District agrees to pay City, a fee for Services provided to Eligible MAP Patients. The Parties acknowledge that this is a capitated reimbursement arrangement and that the Payments charged for EMS Services are based on historical utilization and policy expectations developed through this arrangement. District and City have estimated, based on historical utilization, that District will pay to City for City's provision of EMS Services as specified under Section 4.0 of this Agreement during the Initial Term the amount of three hundred and fifty thousand dollars (\$350,000) ("Payment"). No later than ninety (90) days prior to the expiration of the Initial Term, the Parties will evaluate historical utilization data related to Eligible MAP Patients' use of EMS Services, the fee per response and per transport for MAP patients, based on available data from the Initial Term, and negotiate in good faith the terms of any renewal. No amount above \$350,000 shall be payable by District for services provided during the Initial Term unless an amendment to this Agreement has been executed, and any such increase in reimbursements are payable only from current funds available for payment of services provided under this Agreement. City agrees to not bill Eligible MAP Patients for Services.

5.2 Timing of Disbursement. The District will disburse to City quarterly payments of Eighty-Seven Thousand Five Hundred Dollars (\$87,500) within thirty (30) days of District's receipt of an invoice as specified in Section 8.0.

6.0 Verification of Eligibility. EMS shall verify an individual's eligibility for MAP benefits using the District's on-line MAP eligibility system. District agrees to maintain on this system up-to-date, accurate information regarding individuals who are Eligible MAP Patients, and to provide EMS employees with uninterrupted access to this system.

District agrees that EMS can rely upon the eligibility information contained in the District's system. If EMS personnel have inquiries regarding the status of an individual's eligibility, District agrees to respond to such inquiries within three (3) business days. District agrees to comply with all applicable federal, state and local laws and regulations.

7.0 Claims Submission and Payment Deadlines

(a) When submitting written claims to the District, EMS shall submit a completed U.S. Centers for Medicare and Medicaid Services (CMS) 1500 form for each Eligible MAP Patient to whom EMS services were provided within 120 calendar days after the close of the month in which the services were provided. EMS shall use its best efforts to submit electronic claims through the District's third party administrator. EMS shall submit electronic claims within 120 calendar days after the close of the month in which the services were provided. Each claim shall be coded in accordance with Texas Medicaid guidelines. The Parties agree that these CMS claims are being submitted at the request of District for the purpose of assisting District in tracking utilization by Eligible MAP Patients and preparing reports, and that payment will not be made under these claims, at least during the Initial Term.

(b) Final Claims Submission Deadline. EMS shall submit final claims to District for EMS services rendered to Eligible MAP Patients during the Initial Term no later than May 31, 2010. EMS shall submit final claims for EMS services rendered to Eligible MAP Patients during a subsequent term no later than 90 calendar days after the term.

8.0 Invoice

(a) During the Initial Term, EMS shall submit to the District quarterly invoices, each in the amount of Eighty-Seven Thousand Five Hundred Dollars (\$87,500). Invoices for the current quarter in which services are provided may be submitted on or after April 1, July 1, October 1, 2009, and January 1, 2010, and District shall pay such invoiced amount within thirty (30) calendar days of receipt of the invoice. Such invoice must contain the following information:

- Date sent to the District;
- City's name, department, address, and telephone number;
- Remit to address;
- Date range of Services (example: March 1 – May 31, 2009)
- Invoice number
- Invoice amount

(b) EMS shall submit invoices for services provided to Eligible MAP Patients to:

Travis County Healthcare District
Attention: Accounts Payable
1111 East Cesar Chavez, Suite B
Austin, Texas 78702

9.0 Access to and Confidentiality of EMS Records. As payor, the District has the right to obtain copies of EMS medical and financial records for Eligible MAP Patients. EMS shall provide copies of such records to District within fifteen (15) business days of receipt of District's written request. The Parties each agree to comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records.

Upon request, EMS shall provide District with access to clinical records of Eligible MAP Patients for review of compliance with the quality assurance provisions of federal, state, or local law or regulation. The District may perform special quality and utilization reviews/audits upon three (3) days notice to the EMS Director. EMS shall provide suitable space for District staff to perform on-site retrospective reviews in a confidential setting.

10.0 Utilization. Parties agree to meet within 120 days of the execution of this Agreement in order to review utilization data related to Services. District agrees in good faith to implement appropriate utilization management of its Eligible MAP Patients' use of Services based on such review.

11.0 Current Revenues. This Agreement is authorized by Chapter 791 of the Texas Government Code, titled "Interlocal Cooperation Act." Notwithstanding any other provision of this Agreement, each Party's payment obligations under this Agreement are payable solely from the current fiscal year revenues appropriated and available for the payment of such obligations.

12.0 Termination

12.1 Termination for Default. If either Party defaults in the performance of its obligations (including compliance with any covenants) under the Agreement and such default is not cured within thirty (30) days of the receipt of written notice, then the non-defaulting Party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice.

12.2 Termination for Convenience. In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, either Party may terminate the Agreement without cause by giving the other Party at least one hundred and twenty (120) days written notice.

12.3 Funding Out. Despite anything to the contrary in the Agreement, if, during the District's annual budget planning and adoption process, the District fails to provide funding for the Agreement for the following District fiscal year, the District may terminate the Agreement after giving EMS thirty (30) days written notice that the Agreement is terminated due to the failure to fund it. District agrees to submit payments to City for Services provided prior to the termination date within thirty (30) days of receipt of an invoice from EMS.

13.0 Claims Notification. If any claim or other action, including a proceeding before an administrative agency, is made or brought by any person, firm, corporation, or other entity against either Party in relation to the performance of this Agreement, such Party shall give written notice to the other Party of the claim or other action within three (3) business days after being notified of it or the threat of it, including the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in this Agreement.

14.0 Entire Agreement. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

15.0 Governing Law/Venue. The Parties agree that this Agreement shall be governed by the laws of Texas, and venue for any dispute that arises under this Agreement shall be in Travis County, Texas.

16.0 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit or give any rights to any person or entity other than the Parties hereto.

17.0 No Waiver; Amendments. No course of conduct or verbal waiver or consent shall be deemed a waiver by either Party of its rights hereunder. No amendment to or assignment of this Agreement shall be binding on the Parties unless set forth in writing, approved by the Parties' governing bodies, and signed by the Party sought to be bound.

18.0 Notice. Any notice required or permitted by this Agreement shall be sufficient for all purposes if delivered in writing to the applicable Party at its address set forth below or such other address as may be designated by such Party in writing.

City:

Marc Ott, City Manager
P.O. Box 1088
Austin, Texas 78767-8804
(if by mail)

Marc Ott, City Manager
City Hall
301 West 2nd, Fourth Floor
Austin, Texas 78701
(if by hand-delivery)

With copies to:

David Allan Smith
City Attorney
P.O. Box 1088
Austin, Texas 78767-8804
(if by mail)

David Allan Smith
City Attorney
City Hall,
301 West 2nd, Fourth Floor
Austin, Texas 78701
(if by hand-delivery)

Ernesto Rodriguez, Director
City of Austin EMS Department
15 Waller, Second Floor
Austin, Texas 78702

District:

Patricia A. Young Brown
President and CEO
Travis County Healthcare District
1111 E. Cesar Chavez, Suite B
Austin, Texas 78702
(if by mail or hand-delivery)

With copies to:

David Escamilla
County Attorney
Travis County Attorney's Office
Box 1748
Austin, Texas 78767
(if by mail)

David Escamilla
County Attorney
Travis County Attorney's Office
314 W. 11th Street, Suite 300
Austin, Texas 78701
(if by hand delivery)

IN WITNESS WHEREOF, this Agreement has been executed and delivered on behalf of the District and the City by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

TRAVIS COUNTY HEALTHCARE DISTRICT

By: _____

Patricia A. Young-Brown
President and CEO

Date: _____

CITY OF AUSTIN

By: _____

Bert Lumbreras
Assistant City Manager

Date: _____