

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF AUSTIN and TRAVIS COUNTY for
EMERGENCY MEDICAL SERVICES

This Interlocal Agreement is between the **City of Austin**, a Texas home rule municipality ("City") and **Travis County** ("County") and shall be effective on October 1, 2008 ("Agreement").

1. This Agreement establishes the obligations of both parties in the delivery of Emergency Medical Services within the City and Suburban County.

Defined terms in this Agreement are capitalized and the definitions are set forth in Section 14.

2. **EMS Advisory Board.** City and County shall create and maintain an EMS Advisory Board with membership that includes representation from the County and the City and each type of organization and entity that participates in the provision of emergency medical services in Travis County. The membership shall be selected in accordance with a process approved by the Commissioners Court and the City Council. City and County shall agree upon the advisory board's meeting schedule, duties and other operational procedures. The EMS Advisory Board shall review the performance of the EMS System from the perspective of each of the types of organizations and entities of which it consists. The EMS Advisory Board shall be asked to consider and make recommendations about the most appropriate delivery of emergency medical services throughout Travis County
3. **Travis County First Responder Organizations.** The City and County agree that, consistent with TDSHS requirements, all licensed Travis County First Responder Organizations that wish to provide first response services within the Suburban County must have a current First Responder Organization Agreement on file with TDSHS under a standard Travis County First Responder Agreement. The City shall renew these agreements with all Travis County First Responder Organizations who wish to continue to participate in the EMS System, provided that the First Responder Organization is in compliance with applicable TDSHS laws and regulations and with the Austin-Travis County Clinical Operating Guidelines and the EMS Medical Director's clinical quality review and improvement requirements, and other requirements adopted by the EMS Medical Director for those who provide care under his medical license. A sample copy of the First Responder Agreement that is in effect at the time of this Agreement is included in Exhibit F.
4. **Duties and Performance by the City.** The City shall provide the following activities and services:
 - 4.1 Emergency Medical Services.

- 4.1.1 EMS Dispatch and Travis County First Responder Notification. Dispatch the nearest available and appropriate EMS Unit in response to every emergency call for service originating in Suburban County, in accordance with the response time provisions set forth in Exhibit D. Upon dispatch of any EMS Unit into Suburban County, notify the nearest appropriate first responder agency communication center or designated contract communication center, in accordance with currently approved Medical Priority Dispatch protocols, as well as the response time provisions set forth in Exhibit D.
- 4.1.2 Dispatch Monitoring. Coordinate via the radio talk groups with qualified on scene personnel to monitor and modify the response based on needs at the scene.
- 4.1.3 Medical Supervision/Compliance. Provide supervision of the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue, and clinical communication to assure compliance with the Texas Health and Safety Code, applicable TDSHS regulations, and Chapter 197 of the Rules of the Texas State Board of Medical Examiners.
- 4.1.4 National Incident Management System (NIMS). Coordinate joint responses with Emergency Service Districts in Suburban County and other public safety organizations to establish on-scene incident management, in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003.
- 4.1.5 EMS. Provide Emergency Medical Services in City and Suburban County in accordance with recognized standards to access, triage, treat, evacuate, and transport patients, in the most timely manner possible.
- 4.1.6 Rescue. In accordance with the standards in Subsection 4.1.4, provide rescue in accordance with nationally recognized standards to access, triage, treat, evacuate, and transport patients, in the most timely manner possible.
- 4.1.7 Ground Patient Transport. Transport patients in accordance with the comprehensive transport guidelines of the Austin-Travis County EMS System, as outlined in the Austin-Travis County EMS Clinical Operating Guidelines (COG's).
- 4.2 EMS Presence in Suburban County. Staff one ambulance at each location listed in Exhibit A, on a 24/7 basis as specified by the EMS Medical Director in the Austin-Travis County EMS Clinical Operating Guidelines for ambulances within City. While the City and the County agree that the locations listed in Exhibit A are suitable locations to position ambulances for geographic coverage during the initial term of the Agreement, the parties acknowledge that changes in locations may be warranted and the County agrees to allow the EMS Director to change the locations of these

ambulances as appropriate to optimize Suburban County response coverage, based on changing response needs. EMS Director will consult with County EMS Manager on any changes that may have a major impact on County before implementation.

4.3 EMS Medical Oversight.

4.3.1.1 EMS Medical Director. Provide the services of an EMS Medical Director who shall perform all medical director functions and oversight responsibilities required by law for emergency medical services, including the following:

4.3.1.1.1 Provide medical oversight for all out-of-hospital emergency medical care, in compliance with the rules and regulations of the TDSHS and the Texas State Board of Medical Examiners.

4.3.1.1.2 Provide medical oversight for the Travis County First Responders providing emergency medical services.

4.3.1.1.3 Provide appropriate presentations and analyses to the EMS Advisory Board, the Commissioners Court and staff when requested.

4.3.1.1.4 Develop and enforce criteria for System-wide credentials related to care and condition of patients at each level of care for the levels of emergency medical services personnel as defined by the Texas Department of State Health Services.

4.3.1.1.5 Establish and direct a quality assurance and improvement review process for evaluating the appropriateness of patient care in the System.

4.3.1.1.6 Provide an annual report or presentation and analysis to Commissioners Court that describes the clinical state of the System, current challenges to be met, impact on patient mortality rate, recommendations for changes or improvements, and any other relevant information.

4.3.1.2 **STAR Flight** Medical Director. Provide the services of a Medical Director who shall perform all medical director functions and oversight responsibilities for **STAR Flight** required by law for air emergency medical services, including the following:

4.3.1.2.1 Provide medical direction for out-of-hospital emergency air medical care provided by **STAR Flight**, in compliance with the rules and regulations of TDSHS and the Texas State Board of Medical Examiners and in compliance with the requirements of the Commission of Accredited Transport Systems, including the training, education and

- performance and credentialing requirements.
- 4.3.1.2.2 Provide appropriate System reports, presentations, and analyses to the EMS Advisory Board, the Commissioners Court and staff when requested.
- 4.3.1.2.3 Establish and direct a quality assurance and improvement review process for evaluating the appropriateness of patient care in the air medical rescue and non-rescue circumstances.
- 4.3.1.2.4 Provide an annual report or presentation and analysis to Commissioners Court that describes the clinical state of the air medical system, current challenges to be met, impact on patient mortality, recommendations for changes or improvements, and any other relevant information.
- 4.3.1.2.5 If it is necessary for City to hire or assign a new **STAR Flight** Medical Director, the EMS Director shall obtain input from the County EMS Manager.

4.3.3.1 Medical Director Hiring and Evaluation.

- 4.3.3.1.1 EMS Medical Director Hiring. If it is necessary to hire an EMS Medical Director, the County Judge and the City Manager or their designees shall establish a search team to implement an appropriate search process which shall submit recommendations to the City Manager. Under the City Charter the City Manager has the authority to hire and fire City personnel. The City may hire or designate an Interim Medical Director while the search to hire a Medical Director is being completed.
- 4.3.3.1.2 EMS Medical Director Evaluation. Evaluate the EMS Medical Director's performance annually and establish performance standards for the EMS Medical Director. Before any formal evaluation of the EMS Medical Director, City shall request information and comments from the County EMS Manager about the performance to date in Suburban County, including but not limited to those duties listed in 4.3.1 and performance standards related to this Agreement in Suburban County.
- 4.3.3.1.3. **STAR Flight** Medical Director Evaluation. Evaluate the **STAR Flight** Medical Director's performance annually and establish performance standards for the **STAR Flight** Medical Director. Before any formal evaluation of the **STAR Flight** Medical Director, City shall request information and comments from the County EMS Manager

about the performance to date, including standards related to this Agreement, including but not limited to those duties listed in 4.3.1.2 and performance standards related to this Agreement and give meaningful consideration to those comments.

4.4 Supplies and Equipment

4.4.1 Ground EMS. Supply County-provided ambulances and stations in Suburban County with the same operating supplies, communications equipment and medical equipment and maintenance as provided to City ambulances and stations, and other services as necessary and as allowed for in the budget. Purchases of capital equipment for Suburban County shall be reviewed annually and funded as needed through the annual budget negotiations between the City and County, and as approved by the Commissioners Court and City Council in their budgets for the relevant fiscal year.

4.4.2 STAR Flight. Supply County-provided air medical ambulances with the same medical operating supplies as provided to City ground ambulances. County may collect the supplies from City's EMS supply warehouse or City may deliver supplies to the EMS supply closet at Brackenridge Hospital or to the *STAR Flight* hanger.

4.5 Fleet Use and Maintenance. Use all County-provided ground vehicles in compliance with the City of Austin policies related to vehicle and equipment safety. Maintain all County-provided ground vehicles, at a minimum, in compliance with the manufacturer's recommendations and to the same standards as the City owned vehicles used by the EMS Department. County-provided vehicles to be maintained by City include those shown in Exhibit B and those procured by County subsequent to the execution of this Agreement for use in the EMS system. County-owned vehicles listed in Exhibit B shall be maintained by the City.

4.6 Services to Travis County First Responders. To the extent possible within the budgeted amount as set annually by the Commissioners Court, City shall cooperate as described below to improve the quality of the System by contributing to the following Travis County First Responder Organization services and activities.

4.6.1 Offer continuing education and training opportunities, as City resources permit, including in service training programs, from those listed in Exhibit E. Additional courses not on Exhibit E may be added after consultation between the EMS Director and the County EMS Manager. The parties agree that the City has the right to recoup costs from County for training that is scheduled but not attended. The County may arrange to recoup costs from First

Responder Organizations for training for which students fail to receive final certifications.

- 4.6.2 Comply with relevant course standards, including the number of instructors per student, the number of hours of instruction and the information to be presented, that have been officially established by the organization regulating the course.
- 4.6.3 Provide written or electronic copies of course materials upon request, in the format that is readily available
- 4.6.4 Subject to availability of City resources, provide Travis County first responders with adequate opportunities for ride outs to facilitate clearance for emergency medical technician-B and emergency medical technician-I training.
- 4.6.5 Provide each eligible Travis County first responder with a certificate of completion of training that satisfies TDSHS requirements.

4.7 Collection Services.

- 4.7.1 Ground Patient Fees. City shall charge ground patients treated in Suburban County the same rates that are charged to patients treated inside the City, unless the County sets another rate for Suburban County patients as described below. Ground fees may be adjusted by City, and are typically adjusted once per year, with an effective date of October 1. The City shall give written notice to the County before implementation of fee changes. If County desires a fee adjustment for patients treated in Suburban County, County shall work with City through the City's annual budget process to help seek approval of such a fee change in the City's fee ordinance. Any fee changes that apply only to patients treated in Suburban County shall require approval by City Council and Commissioners Court.
- 4.7.2 **STAR Flight Patient Fees.** City shall charge all patients transported or served by **STAR Flight** the fees approved by the Commissioners Court and effective October 1. If County adjusts a fee for **STAR Flight** patients mid-term, County shall provide notice to City in writing of the proposed fee adjustment. An amended fee ordinance shall then be submitted to Council for approval. The City shall implement the adjusted fee upon approval by City Council.
- 4.7.3 EMS Ground Billing. City shall bill ground ambulance patients within 30 calendar days after the date of service.
- 4.7.4 **STAR Flight Billing** City shall bill patients transported or served by the **STAR Flight** helicopter within 30 calendar days after the receipt by City of complete information from County sufficient to create the invoice, as further described in Section 5.2.4. If information provided by County is not complete, City shall advise County of all additional information needed for creating an invoice within seven (7) calendar days after receipt of information by City.

- 4.7.5 Collections. City shall collect the fees owed to County for all ground patients treated in Suburban County and for all *STAR Flight* transports under the same standards and procedures used for ground EMS services provided within the City limits and in accordance with City financial policies.
- 4.7.6 Collected Revenue Reporting. City shall issue a statement to County by the fourth business day of each month showing the total amount of revenue collected from ground patients treated in Suburban County and for all *STAR Flight* transports during the previous calendar month, including necessary reconciliations to balance the statement with the City Controller's balance sheet account.
- 4.7.7 Payment to County. City shall pay County the full amount collected from ground transport patients treated in Suburban County and for all *STAR Flight* transports during a calendar month by the thirtieth day of the following month, based on the total amount in the statement issued in accordance with Section 4.7.6.
- 4.7.8 Delinquent Accounts. City shall use effective techniques and make good faith efforts to promptly collect delinquent amounts owed to County in the same manner as the City collects its own delinquent EMS accounts, including the use, if appropriate, of contracted collection agencies for collection of delinquent amounts.
- 4.7.9 Collection Reports. City shall provide the following collection-related reports to the County in accordance with time periods as described in Exhibit D.
 - 4.7.9.1 An assessment report that states the identification number of the patient billed, the original amount billed, and the total amount billed to all patients.
 - 4.7.9.2 An accounts receivable report that states the identification number of the patient, the original amount billed, the balance owing for that patient, and the total amount owing from all patients.
 - 4.7.9.3 An aging report for accounts receivable that states the identification number of the patient, the balance owing for that patient, the amount owing for more than 30 days, more than 60 days, more than 90 days, and more than 180 days, the total amount owing for each aging category, and the total amount owing from all categories and patients. The accounts receivable and aging report may be combined into one report.
 - 4.7.9.4 A collections report that states the identification number of the patient, the amount collected during the month, the total amount collected from all patients, and the amount tendered to County and date of tender.
- 4.7.10 Supporting Documentation for Collections. Provide County with copies of the supporting documentation for collection reports within a

reasonable time after this documentation is requested.

- 4.8 **STAR Flight Dispatch.** City shall dispatch the air medical transport vehicles with City EMS Communications staff in accordance with the **STAR Flight** Dispatch Policy as approved by the **STAR Flight** Medical Director, the **STAR Flight** Director of Operations, **STAR Flight** Program Manager, and the Commissioners Court after discussion of it with City's Assistant Director of EMS Operations. City shall coordinate with qualified on scene personnel to monitor and modify the dispatch of **STAR Flight** based on needs at the scene to preserve maximum response capability for other emergencies. Upon request, each party shall provide the other party with reports based on information obtained during dispatch for analysis of process improvement and statistical analysis.
- 4.9 **Training for Aeromedical Communications Staff (ACS).** City shall allow up to 12 Communications Medics to elect to participate in the ACS program for training in air emergency medical service dispatch and response. The number of participants shall be based upon employee interest and the operational needs of EMS for ground dispatch. Participants will receive training from County in coordinating dispatch requests and responses for **STAR Flight**. Initial and continued participation of Communications Medics must be approved by both City and County. The parties agree that the medics who choose to participate shall continue to be responsible for ground EMS dispatching, call taking, and other duties at the communications center for both City and Suburban County, and therefore the City cannot guarantee a minimum time period during which the medics will be available for this training. City agrees that ACS personnel will be positioned to assume ACS duties should they occur and not conflict with other duties. The parties further agree that the Communication Medics shall continue to be managed and scheduled by City supervisors and managers. Any request by the County for ACS medics to attend meetings or participate in training shall be submitted in writing (electronic mail acceptable) by the County EMS Manager to the EMS Director and approval shall be contingent upon County's agreement to compensate City for any additional costs and the operational needs of EMS for ground dispatch.
- 4.10 **Consultation with County.** City shall consult with the County EMS Manager before making changes in the design specifications or graphics to ambulances and operations supervisor vehicles purchased by the County.
- 4.11 **Custodian of STAR Flight Records** City shall be the custodian of records it generates or has generated for billing related to **STAR Flight** services. City shall be responsible for responding to information requests for records for which it is the custodian. If City provides **STAR Flight** billing records in response to a request, City shall supply these records directly to the requestor and shall provide an additional copy to the County EMS Manager.

If County receives a request for billing records about *STAR Flight*, City shall supply copies of any responsive records in its possession to County within (5) business days so that County can determine whether to respond to the request for billing records about *STAR Flight*.

5. Duties and Performance by the County.

5.1 County shall perform or provide the following activities and services related to ground emergency medical services:

5.1.1 Ground Ambulances. For every Suburban County station, as designated in Exhibit A, provide one ambulance for each station plus one spare ambulance for every two stations. The ambulances shall be in compliance with the terms and specifications of the City contract at the execution of this Agreement which resulted from a City of Austin Bid Invitation advertised in compliance with applicable laws. County shall order the ambulances directly from the City contractor and make all payment arrangements directly with the City contractor.

5.1.2 Operations Supervisor Vehicles. Provide one Operations Supervisor vehicle for every four Suburban County stations, as designated in Exhibit A, plus one spare command vehicle for every eight stations. The Operations Supervisor vehicles shall be purchased in compliance with the terms and specifications of the City contract at the execution of this Agreement which resulted from a City of Austin Bid Invitation advertised in compliance with applicable laws. County shall order the command vehicles directly from the City contractor and make all payment arrangements directly with the City contractor.

5.1.3 Vehicle Equipment Graphics. In equipping the vehicles purchased in compliance with this Section 5.1, comply with the equipment specifications, communications devices and graphics that are used for City-owned ambulances, and command vehicles.

5.1.4 Vehicle Ownership and Replacement. Own the vehicles listed in Exhibit B for use primarily in Suburban County as ambulances, or response support vehicles. Replace the vehicles listed in Exhibit B, in accordance with the City's replacement schedule, based on the condition of the vehicle, and approved in the County budget process. Replacement of vehicles listed in Exhibit B shall be reviewed annually and funded as needed through the annual budget negotiations between the City and County. Replacements for response support vehicles listed in Exhibit B may be purchased from County or City contracts as agreed upon by the County EMS Manager and EMS Director, and as allowed for in the County budget process.

5.1.5 Suburban County EMS Stations. Provide, either directly or indirectly through interlocal agreements with other participants in the EMS System, one or more buildings at each location listed in

Exhibit A for use as EMS Stations in Suburban County. Station locations may be permanently, temporarily or intermittently relocated upon agreement by the EMS Director and the County EMS Manager to optimize system response coverage.

- 5.1.6 Suburban County Station Specifications. Establish County specifications for Suburban County EMS Stations that, at a minimum, ensure that each ambulance is housed in a portion of an EMS Station that (a) is secure, (b) provides a covered, enclosed vehicle bay, (c) has 24-hour access to electricity sufficient to power the equipment located in the ambulance, and (d) has living quarters for three EMS staff members.

5.2 County shall provide the following activities and services related to *STAR Flight*:

- 5.2.1 County *STAR Flight* Program. Provide air medical emergency services in City, Suburban County and other areas approved by Commissioners Court, through its STAR Flight program, in accordance with applicable state and federal laws and regulations, including but not limited to Federal Aviation Administration laws and regulations.
- 5.2.2 Patient Transport. Transport patients in accordance with the comprehensive transport guidelines of the Austin-Travis County EMS System and clinical guidelines approved by the *STAR Flight* Medical Director, and provide patient services in accordance with recognized standards regarding access, triage, treatment, evacuation, and patient transport, in the most timely manner possible.
- 5.2.3 Aero Medical Communications Training. Provide training for up to 12 Communications Medics selected to participate in the ACS program in accordance with a process approved by the EMS Director and County EMS Manager as further described in Section 4.9. County shall make requests in advance to the EMS Director or his designee for these employees to attend *STAR Flight* meetings or participate in training. Any overtime incurred for attending training for aero medical emergency dispatch and *STAR Flight* meetings must be approved in advance by the County EMS Manager and the EMS Director and County agrees to pay for such overtime.
- 5.2.4 Records for Patient Billing. Within seven (7) calendar days of the date of service, County shall provide City with information and documents needed by City to create an invoice and bill for *STAR Flight* medical transport services, including a copy of the patient care record and any other information needed to create a billing document that satisfies the requirements of the payor. County shall assign an administrative contact person to serve as the single point of contact for the City when more information or clarification is needed to create an invoice.

- 5.2.5 Custodian of *STAR Flight* Records. Serve as the custodian of records it generates or has generated for *STAR Flight* services, including patient records and be responsible for responding to information requests for records for which it is the custodian. .
- 5.2.6 Public Information Services. For any incidents involving joint responses of *STAR Flight* and ground EMS units, upon request by County, City's EMS public information manager shall assist the authorized County representative in coordinating responses to media questions. County shall be responsible for responding to public information requests related to *STAR Flight* and City shall be responsible for responding to public information requests related to services provided by City employees.

6. Performance Measures.

City and County Performance. City and County performance under this Agreement shall be evaluated based on the objective performance measures shown in Exhibit D.

7. EMS Stations

7.1 Maintenance, Furnishings and Utilities for EMS Stations

Except as provided below, after an EMS Station is opened in Suburban County, the owner of the facility used as an EMS Station is responsible for providing station facilities, facility maintenance, utilities, and furnishings to the minimum standards agreed upon by the EMS Director and the County EMS Manager, and which are consistent with City standards. City is not responsible for the maintenance, furnishings or utilities of any EMS Station in Suburban County or its equipment unless City is the owner of the facility. If the owner of a facility used as an EMS Station fails to maintain the building and equipment required to comply with the specifications in this Agreement and the failure results in conditions that make compliance with the service requirements under this Agreement impossible or impracticable, City shall notify County in writing and County shall promptly take action to resolve the matter, either directly or through its agreement with the owner of the EMS Station. To the extent that services to be provided by City are dependent upon the use of the EMS Station, City shall not be considered to be in breach of this Agreement for failure to meet such service or performance levels until the EMS Station is restored to a condition that is consistent with City standards for EMS Stations. The City also reserves the right to temporarily relocate an EMS Unit to more suitable quarters, provided that such quarters are, in the opinion of the City, available for expanded use at no additional cost to City, until the identified deficiencies are corrected.

- 7.2 Future Suburban County EMS Stations. Before an EMS Station not listed in Exhibit A is opened in Suburban County, County staff and City staff shall review the usage of the current locations to determine if they are

appropriately located to meet the needs of Suburban County. A new EMS Station shall not be placed in any municipality or Emergency Service District in Suburban County unless that municipality or Emergency Service District has a current, written interlocal agreement for emergency medical services with County.

8. Monitoring Compliance: Reporting, Maintaining Records, and Inspecting

- 8.1 Monthly Reports. The City shall provide monthly operations reports as described in Exhibit D.
- 8.2 Quarterly Reports. For the calendar quarters ending on the last day of December, March, June, and September, City shall provide the types of operations reports as described in Exhibit D.
- 8.3 Annual Reports. City shall provide County with an annual fiscal year report of the operations of the EMS System in Suburban County and overall state of the EMS System by December 1 of each year, as described in Exhibit D. Each party shall provide the other party with full access to all records and reports that are available by law to members of the public generally with respect to the EMS System. In conjunction with the release of the report, a system wide strategic planning session will be held to assess performance and explore strategies for improving future performance.
- 8.4 Inspection. Upon notification to the EMS Director or designee, the members of the Commissioners Court or the City Council, or their designees, have the right to inspect during business hours any and all equipment and facilities of the EMS System under reasonable circumstances.
- 8.5 City Retention of Records. City shall maintain the original of all fiscal records, personnel records of all City employees who are assigned to provide services under this Agreement, documentation about operations, and documentation for all expenditures and patient revenue (except to the extent originals of patient account documents are the property of contract collection agencies) pertaining to this Agreement which must be paid by or to the County and all operation and statistical reports related to its performance under this Agreement in a readily available state and location until an audit in conformance with generally accepted auditing standards and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily, in compliance with state document retention standards or for three (3) years after the termination of this Agreement, whichever occurs later.
- 8.6 County Access to City Records. Subject to compliance with applicable laws, including patient confidentiality laws, City shall give the duly authorized representatives of County, at reasonable times and for

reasonable periods, full and reasonable access to and the right to examine all information in whatever form it is maintained by the City and all things or property in use by City which relate to costs that must be paid by County, amounts owing to County or performance promised to County under this Agreement. These rights to access shall continue for as long as these records are retained by City. If there is any incident in which allegations or claims are made against the County or any County employee related to the EMS System, City shall give the duly authorized representatives of County full and reasonable access to and the right to examine and copy this documentation at reasonable times and for reasonable periods. These rights to access shall continue until all allegations or claims are resolved or three years after the termination of the Agreement, whichever is later.

- 8.7 County Retention of and City Access to *STAR Flight* Records. County shall maintain the original documentation about the maintenance and operations of *STAR Flight* and personnel records of the County employees assigned to *STAR Flight* in compliance with state document retention standards or three years after the termination of this Agreement, whichever is later, and shall give duly authorized representatives of City full and reasonable access to and the right to examine all information. If there is any incident in which allegations or claims are made against the City or any City employee related to *STAR Flight*, County shall give the duly authorized representatives of City full and reasonable access to and the right to examine and copy this documentation and information in whatever format it is maintained at reasonable times and for reasonable periods. These rights to access shall continue until all allegations or claims are resolved or three years after the termination of the Agreement, whichever is later.
- 8.8 Confidentiality of Patient Records. City and County have each established and shall maintain a method to secure the confidentiality of records and other information relating to patients in accordance with applicable federal and state laws, rules and regulations, and applicable professional ethical standards. City shall mask information identifying patients in a way that will not obstruct County's auditing. County shall keep confidential at all times all information received from City if the information is confidential under Texas or federal laws or regulations. City shall keep confidential at all times information received from County if the information is confidential under Texas or federal laws or regulations.
- 8.9 Audit. Each party has the right to conduct an annual financial and compliance audit of the other party's performance under this Agreement in compliance with generally accepted auditing standards and procedures for governmental organizations, and each party shall permit authorized representatives of the other party to audit its records that relate to this Agreement and, subject to compliance with laws related to confidentiality of information, including medical records, to obtain copies of any documents,

materials, or information necessary to facilitate these audits.

9. **Payments by the County for Ground and *STAR Flight* Services**

- 9.1 IRS Form W-9. County shall provide City with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.
- 9.2 IRS Form W-9. City shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.
- 9.3 Payments by County. Except for services and supplies provided to Travis County First Responders and Organizations, during each term the total amount to be paid by County for all ground and *STAR Flight* services, equipment, and supplies, including costs for ACS training and stipends referenced in Section 4.9, to be provided by City under this Agreement, shall be equal to the amount approved by the Commissioners Court and the City Council for this Agreement for the applicable contract term. The monthly fees are determined by the formulas set forth in Exhibit C. The monthly fee amounts for each renewal term shall be incorporated in a renewal and amendment to the Agreement. City shall give County prompt notice of any proposed pay increases and of any approved pay increases that will impact the amounts payable under this Agreement. The parties agree that costs for services and supplies provided by City to Travis County First Responders and Travis County First Responder Organizations under this Agreement, as referenced in Section 4.6 and Exhibit E, are not included in the fees described in Exhibit C, and County agrees to pay City for these services and supplies separately and in accordance with the provisions of Exhibit E.
- 9.4 Monthly Billing by City. After execution of this Agreement, the City shall submit a monthly billing statement to the County EMS Manager between the first (1st) and the fifteenth (15th) day of each calendar month for the Monthly Ground EMS Fee and the Monthly *STAR Flight* Fee for that month. All billing statements shall include the service delivery period covered, the amount of the monthly fee, the amount of the annual Ground EMS Fee and the annual *STAR Flight* Fee, and a copy of Exhibit C as back-up documentation. Notwithstanding the billing submission deadlines stated in the first sentence of this section, the City and County agree that, following execution of this Agreement, City shall submit a monthly billing statement for the month of September, 2009. The first monthly billing statement during each renewal term shall be for the month of October and, if a renewal and amendment of the Agreement reflecting the new monthly fees has not been approved and executed by October 1 and the parties have entered into a written holdover agreement as described in Section 13.13.4,

the billing statement submitted by City shall be the Monthly Ground EMS Fee and the Monthly *STAR Flight* Fee stated in Exhibit C for the immediately preceding contract term. City shall continue to bill the County and the County shall continue to pay the Monthly Ground EMS Fee and the Monthly *STAR Flight* Fee for the preceding term, during the holdover period. Once a renewal and amendment has been approved and executed, City shall submit a billing statement for the difference between the Monthly Ground EMS Fee and the Monthly *STAR Flight* Fee for the preceding term and the Monthly Ground EMS Fee and Monthly *STAR Flight* Fee for the new term multiplied by the number of months in the holdover period ("Holdover Difference") and County shall submit payment of the Holdover Difference within thirty (30) days of receipt of such billing statement.

- 9.5 Monthly Payment by County. County shall make payments to City monthly within thirty (30) calendar days of receipt of a billing statement if it is sent in compliance with 9.4, and each payment shall equal the Monthly Ground EMS Fee and the Monthly *STAR Flight* Fee stated in Exhibit C for the applicable term. For the initial term (October 1, 2008 – September 30, 2009) County shall pay City in accordance with the provisions of Section C.1 of Exhibit C. For any renewal terms, as authorized by Section 13.13.1, if the parties entered into a holdover agreement, after a renewal and amendment in compliance with this Agreement has been approved and executed, City shall submit a billing statement for the difference between the monthly fees for the preceding term and the monthly fees for the new term multiplied by the number of months in the holdover period ("Holdover Difference") and County shall submit payment of the Holdover Difference within thirty (30) days of receipt of that billing statement. For any renewal term, to be effective the amount to be paid by County must have been approved by Commissioners Court and incorporated into an amendment to Exhibit C. If an amendment for a renewal term has not been signed by October 1 and the parties have agreed to a holdover, as described above, during any such holdover period County shall continue to pay the City the Monthly Ground EMS Fee and the Monthly *STAR Flight* Fee due under the previous year's agreement. Once the renewal and amendment is executed, County shall pay City the "Holdover Difference" within thirty (30) days of the receipt of a billing statement for such amount.

- 9.6 Adjustments to City's EMS Budget. Any adjustment to the City's EMS Budget that impacts County's obligations under this Agreement must be approved by City Council and Commissioners Court before it is implemented. Any adjustment to City's EMS Budget, for either ground or *STAR Flight* services, that results in an adjustment to the amount payable by County for the remainder of that contract term shall be incorporated in an amendment to the Exhibit C for that contract term. Any additional services, equipment, or personnel desired by the County that are not included in the approved budget for that fiscal year shall not be provided unless the

necessary additional funds are approved, the City's EMS Budget is amended, and an amendment to the Exhibit C for that contract term is approved by Commissioners Court and City Council.

- 9.7 True Up for EMS Payments . The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C. The true-up for *STAR Flight* services shall be performed in accordance with the true-up formula for *STAR Flight* services set forth in Exhibit C. No later than December 31 following the end of the initial term and each renewal term, a statement of the total City EMS Department costs and expenses for both ground and *STAR Flight* properly incurred against the City's EMS Budget for such term shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during such term is less than the City's EMS Budget, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by January 31. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed the City's EMS Budget for that term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that term is approved by Commissioners Court. In the event there is a holdover period, the true-up provisions shall be implemented as if there had been no holdover.
- 9.8 Quarterly Expenditure Reports. City shall provide County EMS Manager with quarterly reports for the quarters ending on the last day of December, March, June and September, no later than the last business day of the month after the quarter ends. These reports shall separately state the City costs and expenses for ground and for *STAR Flight* services incurred during the quarter for each line item in the City's EMS Budget. The reports shall also include a projection of the expenses and costs to be incurred through the end of that contract term, and whether any savings are anticipated for that contract term, and whether any costs or expenses that will exceed the City's EMS Budget are anticipated for that term.
- 9.9 Maximum Funds. City and County expressly acknowledge that the total amount payable to City under this Agreement during the initial term shall not exceed the amount approved by City Council and Commissioners Court for the EMS Fee as described in Exhibit C, the *STAR Flight* Fee as described in Exhibit C, and the costs for ACS training as described in this Agreement. For renewal terms, the City and County expressly acknowledge

that the total amount payable to City shall not exceed the amount approved by City Council and Commissioners Court for the EMS Fee and *STAR Flight* Fee, ACS training, plus payments during any holdover period the parties elect under Section 13.13.4, unless the Commissioners Court and City Council specifically approve a change in the amount payable under this Agreement. This maximum amount payable does not include any funds the County may be required to pay the City as reimbursement for County First Responder services provided by the City under Section 4.6 and Exhibit E.

- 9.10 Current Revenue Funds. Both County and City shall make all expenditures required by each of them under this Agreement from current revenue funds that are available to each of them for purposes of this Agreement.

10. Ownership, Replacement and Maintenance of Assets and Facilities

- 10.1 Ownership. All vehicles, materials, supplies, furniture, equipment, and any other real property or tangible or intangible property purchased with County funds, including those purchased by City for which County has reimbursed the costs invoiced to City, shall be the property of County and shall remain in the possession of the County at the end of this Agreement. Any vehicles, materials, supplies, furniture, equipment, and any other real property or tangible or intangible property purchased with City funds for which County has not reimbursed the costs invoiced to City, shall be the property of City and shall remain in the possession of the City at the end of this Agreement.

- 10.2 Use of County Property in City's Possession Except as provided in Section 11.4 regarding vehicle dealerships and other vehicle repair shops and mechanics, City shall control custody of County property in its possession so that only City employees who are properly trained, qualified and, if licensure is required, licensed to use the property are allowed custody of it. This restriction shall include custody of County-owned ambulances. City shall limit use of County property to the services described in this Agreement. If City breaches this Section 10.2, City is responsible for all damages to County property incurred as a result of such breach.

- 10.3 Inventory of County Property in City's Possession. City shall perform an annual inventory of all property on hand and belonging to County that was purchased by the City and reimbursed by the County. City shall also perform an annual inventory of all vehicles owned by the County that are used by Austin-Travis County EMS. City shall submit the inventory report as specified in Exhibit D to the County by July 1 of each year. The inventory report shall include an explanation of all property purchased or previously inventoried and not appearing in the inventory and shall be included by the City as an exhibit in the materials submitted in the County budget approval process.

- 10.4 Acknowledgment of Ownership. City acknowledges that the supplies, vehicles and equipment listed in Exhibit B have been paid for by County and are owned by County. Failure of Exhibit B to list property which County has paid for either directly or through reimbursement to City shall not defeat actual ownership.
- 10.5 Replacement of County Assets. Replacement of assets and vehicles listed in Exhibit B shall be reviewed annually and considered for funding if needed during negotiations between City and County and as approved by Commissioners Court and City Council in their respective budgets.
- 10.6 Maintenance of County Vehicles. County-owned vehicles listed in Exhibit B shall be maintained by the City unless the County provides the maintenance.
- 10.7 Facility Ownership and Maintenance. The facilities used as Suburban County EMS Stations are listed in Exhibit A. The party responsible for providing these facilities is responsible for the facility maintenance. Facility location and party responsible for providing it is listed in Exhibit A.
- 10.8 Information Technology. The City shall provide information technology equipment, infrastructure, maintenance and support to all facilities listed in Exhibit A to provide compatible communication platforms between all EMS facilities. Information technology capital purchases are reviewed annually and funded as approved during the annual City and County budget processes. Replacement of information technology assets shall be reviewed annually and, if needed, considered for funding during negotiations between City and County and as approved by Commissioners Court and City Council in their respective budgets.

11. Obligations and Liability for Losses or Claims

- 11.1 County Assumption of Risk Related to Third Party Claims. City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees in relation to the treatment provided by County employees, or the provision or operation of EMS or *STAR Flight* or raised by any condition of the EMS or *STAR Flight* equipment or helicopters, or of the EMS Stations that are located in Suburban County.
- 11.2 City Assumption of Risk Related to Third Party Claims. County shall not be liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in providing ground EMS services, System-wide medical direction, management of the City's EMS department, or raised by any condition of EMS equipment or of EMS Stations that are located within the City's corporate limits.

- 11.3 Joint Liability. For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.
- 11.4 Ground Vehicles. The parties acknowledge that they do not have and are not required to provide business automobile or fleet insurance coverage on their ground emergency vehicles. Both City and County intend to remain self-insured for losses and damages to their ground EMS vehicles, provided, however, that City shall pay for repairs to or replacement of County-owned vehicles in the care, custody and control of City to the extent that the vehicle is damaged and the damage was caused by the negligence or wrongful acts or omissions of a City employee qualified under Section 10.2 of this Agreement to whom City grants custody of the vehicle, as determined by the court adjudicating the matter or as agreed in any settlement. Notwithstanding any other provision of this Agreement, County agrees that City may use authorized vehicle dealerships and repair shops to repair or maintain the County-owned ground EMS vehicles, and County acknowledges that City is not liable for any acts or omissions of such dealers or repair shops.
- 11.5 Helicopter Insurance. As long as County relies on City for dispatch, medical direction, collection services, or supplies for *STAR Flight*, County will maintain commercial liability insurance in the minimum amount of Ten Million and No/100 Dollars (\$10,000,000.00) on any helicopter used for emergency medical purposes which names the City as an additional insured. A copy of this policy of insurance shall be provided to the EMS Director upon request as long as it is required and maintained.
- 11.6 Apportionment of Responsibility for *STAR Flight*. To the extent that City would be liable under the Tort Claims Act, City shall be responsible for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in dispatching *STAR Flight*, or providing medical direction or collection services for *STAR Flight*, as determined by the court adjudicating the matter or as agreed to in any settlement. To the extent County would be liable under the Tort Claims Act, County shall be responsible for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees arising from

any other aspect of the *STAR Flight* program, as determined by the court adjudicating the matter or as agreed in any settlement.

11.7 Casualty Insurance Proceeds. Any property or casualty insurance proceeds paid to City or County that relate to damages to property or equipment used by Austin-Travis County EMS or *STAR Flight* shall be used by City or County to repair the damages and replace the property or equipment used by Austin-Travis County EMS and *STAR Flight* to the condition before the fire or casualty occurred without regard to fault unless both City and County agree that these proceeds should be used for another purpose related to the Austin- Travis County EMS System.

11.8 Workers Compensation. If any City officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, City shall be responsible for the loss under its workers compensation self-insurance fund. If any County officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, County shall be responsible for the loss under its workers compensation self-insurance fund.

12. Breach of Agreement, Dispute Resolution, and Termination

12.1 Notice to Cure. Except as otherwise provided herein regarding breaches involving non-payment, there shall be no remedy for breach of this Agreement before notice in compliance with 13.11 and opportunity to cure as specified in Section 12.3 and Section 12.4

12.2 Failure to Pay. If, after receipt of a billing statement or invoice that complies with the requirements of this Agreement, either party fails to pay monetary sums due to the other party in accordance with the time periods in this Agreement, the party claiming non-payment may withhold payment due to the other party under this Agreement of funds in its possession related to this Agreement by way of set off, pending final resolution of the dispute. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this Agreement, and either party may pursue any other rights granted pursuant to this Agreement at the same time as and during any period of mediation.

12.3 Mediation. If a difference arises about performance under this Agreement, the objecting party shall notify the other party of the difference in compliance with 13.11, and City and County staff shall meet and attempt to resolve the differences to the satisfaction of both parties within sixty (60) days after the date of the notice, provided however, that this Section 12.3 shall not apply if the County fails to pay City fees due under this Agreement when such fees are due. If staff members are unable to resolve the dispute within sixty (60) days, either party may request mediation. If mediation is acceptable to the parties, each party shall choose a mediator within ten (10)

business days of the date they agreed to mediate. If the City and County choose different mediators, then the two chosen by the City and the County shall together choose a third person who shall be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The locations shall be chosen by the mediator. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in the TEX. CIV. PRAC. & REM. CODE ANN., § 154.073, UNLESS BOTH PARTIES AGREE, IN WRITING, TO WAIVE CONFIDENTIALITY. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this Agreement, and either party may pursue any other rights granted pursuant to this Agreement at the same time as and during any period of mediation.

- 12.4 Termination for Breach. Before exercising any rights under this Section, the non-breaching party must comply with Section 12.3, provided that Section 12.3 shall not apply to the failure of either party to pay the other party funds as required under this Agreement. Either party may terminate this Agreement upon ninety (90) days written notice if the other party has breached any of the terms or provisions set forth in this Agreement. The non-breaching party shall provide written notice to the other party in compliance with Section 13.11 describing the breach and the effective date of termination. Upon receipt of this notice, the party in breach shall have ninety (90) days to cure the breach and failure to correct such breach or give an explanation that is satisfactory to the terminating party within that ninety (90) day period shall result in an automatic termination of this Agreement at the end of the ninety (90) days.
- 12.5 Termination without Cause. Either party may terminate this Agreement at any time, with or without cause, by providing the other party with one hundred and twenty (120) days written notice.

13. Miscellaneous and Closing Clauses

- 13.1 Non-discrimination. City and County shall provide all services and activities required by this Agreement in compliance with Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Texas Commission on Human Rights Act, and all other local, state and federal laws prohibiting unlawful discrimination in relation to any employee, applicant for employment, or resident of the City or of the County.
- 13.2 Compliance with Law. City and County shall comply with all applicable federal, state and local constitutions, laws, rules and regulations in the performance of this Agreement including those related to health, safety,

patient confidentiality, staffing requirements, aviation, purchasing, licensing, and reporting. City and County shall cooperate with each other in licensure renewal efforts.

- 13.3 Independent Contractors, No Agency. The parties to this Agreement are independent contractors. An officer or employee of one party shall not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this Agreement, or waive any violations of this Agreement unless expressly granted specific authority to do so by the City Council or the Commissioners Court, as applicable.
- 13.4 Employees. This Agreement shall have no effect upon the personnel policies of the City, or employment status or benefits of any City employee. City shall be responsible for payment of taxes, workers' compensation coverage, and benefits required by law for its employees. This Agreement shall have no effect upon the personnel policies of the County, or employment status or benefits of any County employee. County shall be responsible for payment of taxes, workers' compensation coverage, and benefits required by law for its employees. This Agreement does not create an employment contract between the City or County and any individual with respect to continued employment or the provision of any benefit. The parties shall not have any statutory liability for any employee of the other party.
- 13.5 Force Majeure. Neither party is liable nor is it deemed to be in default for any delay or failure to perform its obligations under this Agreement to the extent, and for the period of time, that this failure is caused by an event or condition reasonably beyond the control of that party including, but not limited to, acts of God, civil or military authority, acts of public enemies, acts of terrorism, fires, floods, strikes or regulatory delay or restraint. The party invoking this provision shall give notice to the other party and shall use due diligence to remedy the event or condition of Force Majeure as soon as is reasonably possible. Each party acknowledges that it is bound to perform its obligation under this Agreement to the fullest extent possible taking into consideration the limitations caused by the event or condition of Force Majeure.
- 13.6 Amendment. Any change to a provision of this Agreement or any exhibits to it shall be made in writing and signed by both parties. It is acknowledged that no officer, agent, employee or representative of County or City has any authority to change the provisions of this Agreement or any exhibits to it unless expressly granted that specific authority by the Commissioners Court or City Council, as applicable.

- 13.7 Assignment. Neither party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other. It is acknowledged by each party that no officer, agent, employee or representative of the other party has any authority to grant such assignment unless expressly granted that specific authority by the party's governing body.
- 13.8 Non-waiver. Any act of forbearance by either party to enforce any provision of this Agreement and any payment made in compliance with this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of the right or privilege. Exercise of any right or remedy shall not impair, prejudice, or preclude the exercise of any other right or remedy under this Agreement.
- 13.9 Number and Gender. Words of any gender shall include any other gender and words in either number shall include the other, unless the context clearly indicates otherwise.
- 13.10 Headings. Headings may not be considered in contract interpretation.
- 13.11 Notices. All notices required under this Agreement shall be in writing. The notice is effective immediately if delivered in person to the person at the address set forth below. The notice shall be deemed to have been given to the party on the third day following mailing if placed in the United State Mail, postage prepaid, by registered or by certified mail, with return receipt requested. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this section, and delivering the notice to the County Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

13.11.1 Address of County. The address of County for all purposes under this Agreement shall be:

If by Mail

Honorable Samuel T. Biscoe
(or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767

If by Personal Delivery

Honorable Samuel T. Biscoe
(or his successor in office)
County Judge
314 West 11th St., Room 520
Austin, Texas 78701

With copies to (registered or certified mail is not required)

If by Mail

Honorable David A. Escamilla
(or his successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

And to:

Cyd Grimes (or her successor)
Purchasing Agent, Travis County
P.O. Box 1748
Austin, Texas 78767

And to:

Danny Hobby (or his successor)
Executive Manager,
Emergency Services
Travis County
P.O. Box 1748
Austin, Texas 78767

If by Personal Delivery

Honorable David A. Escamilla
(or his successor)
Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Cyd Grimes (or her successor)
Purchasing Agent, Travis County
314 West 11th Street, Suite 401
Austin, Texas 78701

Danny Hobby (or his successor)
Executive Manager,
Emergency Services
Travis County
5501 Airport Blvd, Suite 203
Austin, Texas 78751

13.11.2 Address of City. The address of the City for all purposes under this Agreement shall be:

If by Mail

Marc Ott
City Manager
(or his successor)
City of Austin
P.O. Box 1088
Austin, Texas 78767

If by Personal Delivery

Marc Ott
City Manager
(or his successor)
City of Austin
301 West 2nd Street
Austin, Texas 78701

With copies to (registered or certified mail is not required)

If By Mail:

Ernesto Rodriguez, Director
(or his successor)
City of Austin EMS Department
P.O. Box 1088
Austin, Texas 78767

And to:

If by Personal Delivery:

Ernesto Rodriguez, Director
(or his successor)
City of Austin EMS Department
RBJ Building,
15 Waller Street, 2nd Floor
Austin, Texas 78702

David Smith, City Attorney
(or his successor)
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767

David Smith, City Attorney
(or his successor)
City of Austin Law Department
301 West 2nd Street
Austin, Texas 78701

- 13.12 Non-Party Beneficiaries. No provision in this Agreement creates any rights in any person or entity that is not a party to this Agreement, and the rights to performance in this Agreement are only enforceable by the County and the City.

13.13 Term.

13.13.1 Initial Term and Potential Renewal on Mutual Agreement. This Agreement begins on October 1, 2008, and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement, or portions of it as specified in the amendment renewing it, for up to two (2) additional terms of one year each, subject to the parties' rights of termination in this Agreement and the approval by Commissioners Court of County funding for each renewal term. The amount payable by County in any renewal term shall be as approved by Commissioners Court and City Council through the County and City budget processes and stated in the Exhibit C applicable to that renewal term, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

13.13.2 Budget Proposal Estimates. During any renewal term, each party shall provide the other party, by April 1, with the most current available estimates of all projected major costs related to the Agreement for the following renewal term, if any. These preliminary estimates shall include as many known major costs as possible, including estimates of compensation increases and assets that are scheduled for replacement. All new full-time equivalent positions (FTEs) that are anticipated to be requested for the following renewal term should also be included in these estimates as early as possible. Each party shall continue to provide the other party with regular budget projection updates for the following renewal term, as well as any available cost projections for subsequent renewal terms to facilitate the budget planning process. Subsequent budget updates for the following renewal term should also be included in the quarterly expenditure reports that the City provides to the County.

13.13.3 Budget Submissions for Renewal Terms. At least 30 days before the time established by County for submission of budget materials, City shall provide County EMS Manager all

information necessary to comply with the budget process established by the Commissioners Court budget rules and the Travis County Planning and Budget Office. The parties acknowledge that all information submitted by the City under this subsection may change based on the final budget approved by the City Council.

13.13.4 Holdover Term. If this Agreement has not been renewed or renegotiated when the current term expires and City Council and Commissioners Court wish to continue the services and activities described in this Agreement while a renewal term is negotiated, the parties may agree in writing to holdover for up to one hundred and twenty (120) days. If the parties elect to holdover, the County EMS Manager and the EMS Director shall memorialize the holdover in writing and this Agreement shall remain in full force and effect, and each party shall continue to satisfy all of its obligations during the holdover period until an amendment for a renewal term of this Agreement is approved by the City Council and the Commissioners Court or a written notice of termination is provided by either party, whichever occurs first. During any holdover period, either party may terminate the Agreement upon thirty (30) days written notice.

13.14 Law and Venue. The Agreement is governed by the laws of the State of Texas and the United States of America. All obligations under this Agreement are performable in Travis County, Texas.

13.15 Severability of Provisions. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

13.16 Survival of Terms. If this Agreement is terminated, County's obligations under Exhibit C and subsection 9.5 for the final term shall survive the termination until the City has been satisfied in full for the period before the date of termination. In addition, if this Agreement is terminated each party's obligations under the following subsections shall survive the termination until the other party has been satisfied in full: 4.7.7, 4.11, 8.5 8.6, 8.7, 8.8, 8.9, 9.7, 10.1, 10.3, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 12.2, 13.3, 13.4, 13.12, and 13.14. The Director of EMS and the County EMS Manager shall meet within 30 days of termination to determine the manner and time by which billing and collection information for outstanding accounts for Suburban County ground patients who received treatment in Suburban County and for *STAR Flight* patient accounts will be transferred to the County. If the parties wish to enter into an arrangement under which the City continues to provide billing and collection services for the County following termination, the terms and conditions of such arrangement shall

be set forth in a separate agreement approved by Commissioners Court and City Council.

14. Definitions.

- 14.1 Austin-Travis County EMS. "Austin-Travis County EMS" is the term used by the parties to refer to the City of Austin EMS Department.
- 14.2 City. "City" means City of Austin.
- 14.3 Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.
- 14.4 County. "County" means Travis County, a political subdivision of Texas.
- 14.5 County EMS Manager. "County EMS Manager", also referred to as "County Emergency Services Executive Manager", means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement.
- 14.6 EMS Director. "EMS Director" means the City of Austin Director of Emergency Medical Services or his designee.
- 14.7 EMS System (or "Austin-Travis County EMS System"). "EMS System" is the term used by the parties to refer to all the personnel, facilities, fleet and equipment used by any entity under the Medical Director's license to provide EMS and emergency medical first response within Travis County.
- 14.8 EMS Station. "EMS Station" means a furnished and equipped EMS building inside or outside the City of Austin, at which one appropriately equipped ambulance will be placed into service.
- 14.9 EMS Unit. "EMS Unit" means a named functional group of staff, vehicles and equipment that is assigned to provide ground EMS services to a specific geographic area as its primary service area in which the human resources, vehicles and equipment are interchangeable with other units and which may provide services outside its primary service area to promote the most efficient, effective use of all EMS System resources in providing EMS throughout the system 24 hours a day, 7 days a week.
- 14.10 Fiscal Year. "Fiscal Year" means the twelve month period that begins October 1 and ends on the following September 30.
- 14.11 EMS Medical Director. "EMS Medical Director" means a physician employed by the City who meets the criteria established by the State of Texas
- 14.12 STAR Flight. "*STAR Flight*" means the program that provides emergency medical air ambulance services by Travis County which includes helicopters, aviation equipment, management and operations personnel, and for which the City of Austin provides support services as described in this Agreement.
- 14.13 STAR Flight Medical Director. "*STAR Flight* Medical Director" means a physician employed by the City who meets the criteria established by the State of Texas and is assigned by the EMS Medical Director to serve as the medical director for *STAR Flight*.
- 14.13 Suburban County. "Suburban County" means those areas of Travis County located outside the corporate limits of Austin, but excludes any

incorporated area in Travis County that does not have a current, written interlocal agreement with County for EMS services.

- 14.14 TDSHS "TDSHS" means Texas Department of State Health Services .
- 14.15 Travis County First Responder. "Travis County First Responder" means any person who is a member of an organization listed in Exhibit F, that provides emergency first response services in Suburban County, satisfies all applicable Texas Department of State Health Services requirements for first responders, and has system credentials at the appropriate level.
- 14.16 Travis County First Responder Organization. "Travis County First Responder Organization" means an organization that has a First Responder Agreement in effect.

15. Entire Agreement. This Agreement replaces all prior contracts and all oral and written agreements between the parties regarding the subjects and terms of this Agreement. Any agreement, covenant or understanding that is not included in this document, including its Exhibits, has been superseded by this Agreement. The Exhibits which are a part of this Agreement and include promised performance under this Agreement are limited to the following:

Exhibit	A	FY 2009 City and Suburban County Station Locations, City Peak Load Units and Rescue Units as of October 1, 2008
Exhibit	B	FY 2009 Inventory of County-Owned Vehicles in City Possession for Use in EMS System
Exhibit	C	FY 2009 Financial Formulas and EMS Fees
Exhibit	D	FY 2009 Performance Measures and Reports
Exhibit	E	FY 2009 Travis County First Responder Training and Other Services
Exhibit	F	FY 2009 Travis County First Responder Organization Agreement

16. DUPLICATE ORIGINALS: This Agreement may be executed in duplicate originals.

17. EFFECTIVE DATE This Agreement is effective on October 1, 2008.

CITY OF AUSTIN

By: _____
Michael McDonald, Assistant City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT A
FY 2009 City and Suburban County Station Locations,
City Peak Load Units and Rescue Units
as of October 1, 2008

Travis County Station Number/Name	Station Address	Responsible Party for Facility
EMS 9 (Lakeway)	1211 Lohman's Crossing Lakeway, Texas 78738	Travis County ESD #6
EMS 20 (Pflugerville)	911 West Pflugerville Loop Pflugerville, Texas 78660	Travis County ESD #2
EMS Med-Rescue 21 (Westlake)	1295 Capital of Texas Hwy, South Austin, Texas 78746	Travis County ESD #9
EMS 22 (Lago Vista)	3605 Allegiance Cove Lago Vista, Texas 78645	Travis County ESD #1
EMS 23 (Harris Branch)*	11205 Harris Branch Parkway Austin, Texas 78754	City of Austin
EMS 24 (temporarily designated as EMS 29) (Harris Glenn)**	Temporary location: 12711 Harris Glenn Drive Austin, Texas 78753	City of Austin
EMS 25 (Jonestown)	18310 Park Drive Jonestown, Texas 78645	City of Jonestown
EMS 26 (Pedernales)	22404 State Hwy 71 West Spicewood, Texas 78669	Travis County ESD #8

*EMS 23 (Harris Branch) is located within the corporate limits of the City of Austin and is owned by the City of Austin, but Travis County owns the ambulances that operate from this station. This is a temporary location for this County unit until a more appropriate site can be identified. It is considered a County station only for purposes of the Financial Formula described in Exhibit C in this Agreement.

** EMS 24 (temporarily designated EMS 29) is located within the corporate limits of the City of Austin and is owned by the City of Austin, but Travis County owns the ambulances that operate from this station. This is a temporary location for this County unit until a more appropriate site can be identified. EMS 24 is considered a County station for purposes of the Financial Formula described in Exhibit C in this Agreement.

City of Austin Station Number/Name	Station Address	Responsible Party for Facility
DM1 - Peakload Unit	None	City of Austin
DM2 - Peakload Unit	None	City of Austin
EMS 02	6601 Manchaca Rd	City of Austin
EMS 03	1305 Red River	City of Austin
EMS 04	1201 Webberville Rd	City of Austin

EMS 05	5710 N Lamar Blvd	City of Austin
EMS 06	401 E 5th St	City of Austin
EMS 07	8989 Research Blvd	City of Austin
EMS 08	5211 Balcones Dr	City of Austin
EMS 10	5228 Duval Rd	City of Austin
EMS 11	5401 McCarty Ln	City of Austin
EMS 12	5309 Riverside Dr	City of Austin
EMS 13	1330 E Rundberg Ln	City of Austin
EMS 14	7200 Berkman	City of Austin
EMS 15	400 Ralph Ablanedo	City of Austin
EMS 18	1101 W Braker Ln	City of Austin
EMS 19	10111 Anderson Mill Rd	City of Austin
EMS 27	10041 Lake Creek Pkwy	City of Austin
EMS 28	5905 Nuckols Crossing	City of Austin
EMS 30	2454 Cardinal Loop	City of Austin
EMS 31	11401 Escarpment	City of Austin
EMS Med-Rescue 01	3616 S 1st St	City of Austin
EMS Med-Rescue 16	7701 River Place Blvd	City of Austin
EMS Med-Rescue 17	2307 - A Foster Ave	City of Austin

EXHIBIT B **FY 2009 Inventory of County-Owned Vehicles** **in City Possession for Use in EMS System**

Vehicles in Possession by City as of October 1, 2008					
ATCEMS Vehicle ID	Tx License Number	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
00E001TC*	773-248	2000	International	Ambulance (White)	EVOC Driver Training
00E004TC*	779-981	2000	International	Ambulance (White)	EVOC Driver Training
01E500TC	823-832	2001	Freightliner	Ambulance (Yellow)	Rotates at County Stations
02E501TC	842-479	2002	Freightliner	Ambulance (Yellow)	Rotates at County Stations
02E502TC*	842-478	2002	Freightliner	Ambulance (Yellow)	EVOC Driver Training
05E806TC	208-992	2005	International	Ambulance (Yellow)	Rotates at County Stations
05E807TC	208-993	2005	International	Ambulance (Yellow)	Rotates at County Stations
05E808TC	208-994	2005	International	Ambulance (Yellow)	Rotates at County Stations
07E705TC	1000-367	2006	International	Ambulance (Yellow/Blue)	Rotates at County Stations
07E706TC	1000-366	2006	International	Ambulance (Yellow/Blue)	Rotates at County Stations
07E707TC	1000-368	2006	International	Ambulance (Yellow/Blue)	Rotates at County Stations
08E809TC	1027-021	2008	International	Ambulance (Yellow/Blue)	Rotates at County Stations
08E810TC	1027-020	2008	International	Ambulance (Yellow/Blue)	Rotates at County Stations
09E819TC	1046-117	2009	International	Ambulance (Yellow/Blue)	Rotates at County Stations
09E820TC	1057-678	2009	International	Ambulance (Yellow/Blue)	Rotates at County Stations
02E015TC	826-933	2002	Ford	Response Support Vehicle (Yellow)	Operations Supervisors
02E016TC	826-932	2002	Ford	Response Support Vehicle (Yellow)	Operations Supervisors
08E832TC	1046-288	2008	Ford	Response Support Vehicle (Yellow) – F-350 Pickup Truck	Operations Supervisors
08E830TC	1026-773	2008	Ford	Response Support Vehicle (Yellow) – F-350 Pickup Truck	Operations Supervisors
08E831TC	1026-774	2008	Ford	Response Support Vehicle (Yellow) – F-350 Pickup Truck	Operations Supervisors
05A719TC	880-924	2005	Chevrolet	Suburban (White)	Office of the Medical Director
08E838TC	1046-087	2008	Ford	Expedition (White)	Office of the Medical Director

*Unit Numbers 00E001TC, 00E004TC, and 02E502TC are no longer licensed by the State of Texas as ambulances. These units are being used by the City for emergency vehicle operator training purposes only.

In addition to the vehicle assets listed in this Exhibit, the County owns medical equipment and other assets that are in the City's possession for use in the EMS system. An annual inventory of these items will be performed by the City to verify possession.

The vehicles listed below were returned by City to County prior to October 1, 2008.

Vehicles Returned to County by City as of October 1, 2008

ATCEMS Vehicle ID	Tx License Number	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
00E002TC	774-256	2000	International	Ambulance (White)	Returned to County
00E003TC	777-622	2000	International	Ambulance (White)	Returned to County
00E005TC	782-008	2000	International	Ambulance (White)	Returned to County
00E007TC	790-206	2000	International	Ambulance (White)	Returned to County
00A012TC	788-646	2000	Ford	Explorer (White)	Returned to County

EXHIBIT C

FY 2009 Financial Formulas and EMS Fees

C.1 EMS Fees for FY 2009, the Initial Term.

The initial term of this Agreement is October 1, 2008, through September 30, 2009. For the initial term there are two components to the fees under this Agreement: the Ground EMS Fee and the *STAR Flight* Fee. The Annual Ground EMS Fee, based on the formula outlined in Section C.2 below, equals ten million nine hundred thirty-four thousand one hundred and seventy-seven dollars (\$10,934,177) and the Monthly Ground EMS Fee equals one twelfth of the Annual Ground EMS Fee which is nine hundred eleven thousand one hundred eighty-one dollars and thirty-nine cents (\$911,181.39). The Annual *STAR Flight* Fee, based on the formula outlined in Section C.7 below, equals one hundred and one thousand and ninety seven dollars (\$101,097) and the Monthly *STAR Flight* Fee equals one twelfth of the Annual *STAR Flight* Fee, which is eight thousand four hundred twenty four dollars and seventy five cents (\$8,424.75).

County and City acknowledge that the execution of this Agreement is occurring after the effective date of the initial term of the Agreement and that : (a) payments have not yet been made for any *STAR Flight* services or supplies provided by City from October 1, 2008, through the date of execution, and (b) since October 1, 2008, County has made eleven (11) monthly payments to City for FY 2009 Ground EMS services based on one twelfth of the Annual FY 2008 Ground EMS Fee which is eight hundred ninety-six thousand eight hundred sixty-four dollars and twenty-five cents (\$896,864.25).

To address the delay in payment for the *STAR Flight* Fee County agrees to make a payment to City of One hundred and one thousand and ninety seven dollars (\$101,097) within 30 days after this Agreement is executed by both parties. This amount is equal to twelve (12) times the Monthly *STAR Flight* Fee. For the remainder of the initial term, in accordance with Section 9 of the Agreement City shall invoice County for the Monthly *STAR Flight* Fee and County shall pay such fee.

To address the difference between the Annual Ground EMS Fee due for ground services provided from October 1, 2008, through the date this Agreement is executed, and the total amount paid to City for FY 2009 Ground EMS Services from October 1, 2008, through the date this Agreement is executed, County shall make a payment to City of One hundred and fifty seven thousand and four hundred and eighty eight dollars and eighty six cents (\$157,488.86) within 30 days after this Agreement is executed by both parties. For the remaining month of the initial term (September 2009), in accordance with Section 9 of the Agreement, City shall invoice County for the Monthly Ground EMS Fee of \$911,181.39 and County shall pay such fee.

C.2 Financial Formula for FY 2009 Ground EMS Fee.

For EMS services provided during FY 2009, the total annual Ground EMS Fee is calculated based on the application of the following formula to the FY 2009 Approved Budget for the City of Austin's EMS General Fund. The expenditures outlined in this formula do not include City *STAR Flight* expenditures which are described in Section C.7 of this Exhibit.

FY 2009 City EMS Personnel Budget times the *Personnel Multiplier for FY 2009*

FY 2009 City EMS Contractuals Budget minus the total amount budgeted in the line items listed below times the *Contractuals Multiplier for FY 2009*

FY 2009 City EMS Commodities Budget times the *Commodities Multiplier for FY 2009*
FY 2009 City EMS Expense Refunds Budget times the *Expense Refunds Multiplier for FY 2009*

Personnel Multiplier and Contractuals Multiplier for FY 2009. The Personnel Multiplier and the Contractuals Multiplier for FY 2009 shall be based on the total number of EMS ground stations located within Travis County, outside of the City's corporate limits, as a percentage of the total number of EMS ground stations located within Travis County, both within and outside the City limits. In determining the total number of EMS ground stations, two peak load units are each counted as a 0.5 City EMS ground stations for the Personnel Multiplier and the Contractuals Multiplier FY 2009. (A peak load unit is a roving ambulance that is not assigned to a specific station and are used on an as-needed basis in the busiest areas.) The County percentage is based upon stations with operating funds as of October 1, 2008, all of which are listed in Exhibit A. For purposes of these calculations, the parties agree that the Harris Branch station, located at 11205 Harris Branch Parkway, and the Harrisglenn station, located at 12711 Harrisglenn Drive, are considered stations located outside the City limits. City acknowledges that the *STAR Flight* facilities are not EMS ground stations. Based on this formula, the Personnel Multiplier and the Contractuals Multiplier for FY 2009 shall be 25.81%.

Line Items Excluded from Contractuals Budget for FY 2009. The following line items from the FY 2009 Approved EMS General Fund Budget will be excluded from the total contractuals cost for determining the portion of this budget included in the Annual Ground EMS Fee and in determining the portion of this expenditures related to this budget that will be included in calculating the true-up and County pays none (0%) of the following line items:

- Line Item Number 5520 – architectural services
- Line Item Number 5620 – legal services
- Line Item Number 6126 – rental-other equipment
- Line Item Number 6160 – electric service
- Line Item Number 6162 – gas/heat
- Line Item Number 6165 – water service
- Line Item Number 6170 – wastewater service
- Line Item Number 6174 – drainage fee
- Line Item Number 6175 – garbage collection
- Line Item Number 6185 – EMS interlocal services
- Line Item Number 6361 – awards
- Line Item Number 6383 – building maintenance
- Line Item Number 6404 – telephone base
- Line Item Number 7482 – food/ice

Commodities Multiplier for FY 2009. The commodities multiplier for FY 2009 shall be based on the total number of FY 2008 EMS responses located within Travis County, outside of the City limits, as a percentage of the total number of FY 2008 EMS responses (combined responses made within and outside the City limits). Based on this formula, the commodities multiplier for FY 2009 shall be 13.40%.

Expense Refunds Multiplier for FY 2009. The expense refunds multiplier for FY 2009 shall be equal to the FY 2009 Personnel multiplier and Contractuals Multiplier. The multiplier shall be applied to all expense refunds. The expense refunds multiplier for FY 2009 shall be 25.81%.

Capital Costs for FY 2009. For FY 2009, the parties agree that City shall not make any capital purchases on behalf of Travis County. In addition to those assets listed in Exhibit B, County agrees to purchase and own three (3) lighter duty replacement ambulances during FY 2009 in accordance with the terms in Sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4 of this Agreement. City EMS Director and County EMS Manager jointly determine which County-owned vehicles City is required to return to County and the timeline for the return of these County-owned vehicles after City is given possession of the three lighter duty replacement ambulances .

C. 3 True Up for FY 2009 Ground EMS Fee Payments Made by County.

The FY 2009 Ground EMS Fee is based upon budgeted costs for FY 2009. City shall perform a true-up following September 30, 2009. The true-up of total City EMS Department (excluding the Contractuals line item numbers listed in C2) costs will be available by December 31, 2009, through the Close 2 report prepared annually by the City Controller's Office. The true-up follows the true-up formula outlined in C.4 below. By January 31, 2010, City shall refund to County the County portion of any savings attributable to the City EMS Department determined by using the FY 2009 cost multipliers set forth below in Section C.4.

C.4 FY 2009 EMS Ground Fee True-Up Formula.

County shall receive from the City that portion of the total City EMS Department savings that result from applying the following FY 2009 multipliers to the total FY 2009 actual savings for each of the following types of savings in the City EMS Department:

Personnel savings for ground services are reimbursed to County at the Personnel Multiplier rate set forth in C.2. Personnel savings include all costs and expenses incurred by City that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement unless Commissioners Court agrees to these costs or expenses in a written amendment before they are incurred provided, however, that costs for overtime incurred when City employees are responding to court summons or subpoenas shall be reviewed and agreed upon by EMS Director and County EMS Manager during the true-up process.

- Commodities savings for ground services are reimbursed to County at the Commodities Multiplier rate set forth in C.2. Commodities savings include all expense refunds received by EMS that are attributable to commodities costs.
- Contractuals savings for ground services are reimbursed to County at the Contractuals Multiplier rate set forth in C.2 with the exception of the following line items:
 - 5564 – Collection Services: true-up will be based on actual County costs
 - 6250 – Fleet Maintenance: true-up will be based on actual County costs
 - 6255 – Fuel: true-up will be based on actual County costs
- The following line items are excluded from the total contractuals cost and County pay none (0%) of the following line items, which are expenditures for City of Austin EMS stations:
 - 5520 – architectural services

- 6126 – rental-other equipment
- 6160 – electric service
- 6162 – gas/heat
- 6165 – water service
- 6170 – wastewater service
- 6174 – drainage fee
- 6175 – garbage collection
- 6383 – building maintenance
- 6404 – telephone base

The cost model for reimbursement under the Agreement does not include, either directly or indirectly, any of the expenses described below. Any of the following expenses that are incurred by the City are refunded to Travis County through the true-up process described in this section.

- a) Other Post Employment Benefits (OPEB) for City employees, whether or not those costs are for current year benefits, prior year benefits, or future year benefits;
- b) employee recognition, rewards or awards other than performance pay documented pursuant to Council adopted compensation schedules;
- c) entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection c) notwithstanding, the cost model allows for payment for meal and beverage expenses for employees incurred during out-of-town trips or conferences related to services provided under this Agreement and incurred according to the City travel policy (a current copy of which has been provided to County; copies of amendments will be provided to County whenever changes are made);
- (d) legislative consultant services;
- (e) donations/sponsorships to non-profit or private organizations;
- (f) legal services because the parties agree that the City has no obligation to provide legal services to County under this Agreement;
- (g) consulting services; this subsection (g) notwithstanding, the cost model will allow for payment for consulting services related to services provided within the scope of this Agreement.

C.5 Quarterly Expenditure Reports and Estimates.

The parties acknowledge that the Quarterly Expenditure Reports include projections for the remaining quarters in the initial term which are only estimates and the City is not able to determine if there are actual savings and the amount of any such savings until after the initial term.

C.6 Budget and New Station Planning for FY 2010

By April 1, 2009, each party shall provide the other party with the most current available estimates of all projected major costs that would relate to the Agreement for FY 2010. Budget updates shall include all plans by either party for the opening of any new stations within the EMS System. Plans for new stations should include input from the other party, before proposed budgets for new stations are submitted.

C.7 Financial Formula for FY 2009 *STAR Flight* Fee.

For *STAR Flight* services provided during the initial term, the total annual *STAR Flight* Fee is equal to \$101,097, which is 100% of the budgeted costs for the following line items in the City *STAR Flight*

Budget:

- Object 5005 – Overtime for Only *STAR Flight* Training and *STAR Flight* meetings for Aeromedical Communications Specialists
- Object 5114 – Aeromedical Communications Specialist (ACS) Stipends
- Object 5190 – FICA Tax (related to charges in objects 5005 and 5114)
- Object 5191 – Medicare Tax (related to charges in objects 5005 and 5114)
- Object 5564 – Collection Agency costs for *STAR Flight* revenue
- Object 6126 – LP 12 Cardiac Monitor Defibrillator lease costs
- Object 6501 – Travel City Business for only the *STAR Flight* Medical Director
- Object 7420 – Drugs
- Object 6531 – Seminar/Training Fees for only the *STAR Flight* Medical Director
- Object 7425 – Medical Supplies
- Object 6532 – Educational Travel for only the *STAR Flight* Medical Director
- Object 7500 – Office Supplies
- Object 7426 – Medical Equipment
- Object 7478 – Uniforms

C.8 True Up for FY 2009 *STAR Flight* Fee Payments Made by County.

The FY 2009 *STAR Flight* Fee is based upon budgeted costs for FY 2009. City shall perform a true-up following September 30, 2009. A true-up of the costs and expenses properly incurred against the City's *STAR Flight* Budget for FY 2009 shall be available no later than December 31, 2009 from the City Controller's Office. If the amount of costs and expenses properly incurred against the City's *STAR Flight* Budget FY 2009 is less than the City's *STAR Flight* Budget, the excess of City's *STAR Flight* Budget over properly incurred costs and expenses in this Budget shall be paid in full by the City to County by January 31, 2010.. If the total costs and expenses incurred against the City's *STAR Flight* Budget for FY 2009 exceed the City's *STAR Flight* Budget for FY 2009, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for FY 2009 is approved by Commissioners Court. If there is a holdover, the true-up provisions shall be implemented as if there had been no holdover.

EXHIBIT D

FY 2009 Performance Measures and Reports

"ESD" means the geographic area served by a Travis County Emergency Services District
 County Quadrant means one of four county quadrants (outside the City) designated by ATCEMS for reporting purposes
Quarterly Performance Reports to be provided by the last business day of the month following the end of the quarters ending on the last days of December, March, June and September.
Annual Performance and Financial Reports to be provided on a fiscal year basis by December 1 of each year, except for the annual inventory of County-owned assets in use by City, which shall be submitted by May 15 of each year

FY 2009 Measure Name	Frequency of City/County Combined Data	Frequency of Travis County vs. City of Austin Data	Frequency of Data by ESD and County Quadrant	FY 2009 Projections
Number of 911 calls received by ATCEMS	Quarterly and Annually	N/A	N/A	123,268
Austin-Travis County EMS Grade of Service (Percent of calls answered by ATCEMS Communications staff within 10 seconds of first ring)	Quarterly and Annually	N/A	N/A	95%
Average ATCEMS Communications Call Processing Time (from receipt of call until ambulance dispatch)	Quarterly and Annually	Quarterly and Annually	N/A	65 seconds
Total ATCEMS Responses	Quarterly and Annually	Quarterly and Annually	Annually	City and County: 123,000 N/A
Percentage of total ATCEMS ground responses made into Suburban County (all ATCEMS ground units)	Quarterly and Annually	Quarterly and Annually	Annually	N/A
Percentage of Total Ground Responses by County Ground Units (% of total responses performed by County Ground Units)	Annually	Annually	Annually	N/A
Percentage of Total Ground Responses made by County Ground Units into the City of Austin	N/A	Annually	N/A	N/A
Percentage of Total Ground Responses made by City Ground Units into Suburban County	N/A	Annually	N/A	N/A
90 th Percentile A/TCEMS Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually	Quarterly and Annually	Annually	N/A
90 th Percentile A/TCEMS Suburban Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually	Quarterly and Annually	N/A	
90 th Percentile A/TCEMS Urban Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually	Quarterly and Annually	N/A	
Average A/TCEMS Response Time by Ground Units (from receipt of call by ATCEMS to arrival at medical facility) for Non-Entrapped Trauma Alert Patients (life threatening)	Annually	N/A	Annually	City and County: 33.63 minutes
Percentage of A/TCEMS cardiac arrest patients (non-trauma) delivered to a facility with a pulse	Quarterly and Annually	Quarterly and Annually	Annually	City and County: 29.50%
Percentage of A/TCEMS cardiac arrest patients (non-trauma) discharged from the hospital alive	Quarterly and Annually	Quarterly and Annually	Annually	City and County: 8.00%
Customer Service Satisfaction from surveys conducted by EMS Department	Annually	Annually	N/A	N/A

EXHIBIT D

FY 2009 Performance Measures and Reports

FY 2009 Financial Reports		Report Description	Report Frequency
Collection and Assessments Report with Payor Type (GASB Report)		Billing Collection and Assessments Reports with Payor Type for patients treated in Travis County (outside COA) and for all STAR Flight patients. This report is also known as the GASB Report. This report includes charges and credits but it does not include detail by patient ID#. Detail by patient ID# is available from City upon request. Separate reports will be issued for ground patient revenue versus STAR Flight patient revenue.	Monthly (by the last business day for prior month)
Monthly Payments Received Report		Detail by patient ID # of monthly revenue received for ground EMS patients treated in Travis County (outside COA) and for all STAR Flight patients. This report is provided as backup to the monthly patient revenue that is transmitted by the City to the County. Separate reports will be issued for ground patient revenue versus STAR Flight patient revenue.	Monthly (by 4 th business day for prior month)
Expenditure and Budget Projection Report		Expenditures by line item for all ATCEMS expenditures budgeted by City of Austin, with projections of year-end total expenditures and projections of major cost changes for subsequent budget year	Quarterly
Inventory of County Property		Inventory Report of items purchased by ATCEMS on behalf of County and vehicles purchased by County in use by ATCEMS – due to County by May 15	Annually (by May 15)
Vehicle Maintenance Costs and Detail per County-owned vehicle maintained by City		Vehicle Maintenance Report of all maintenance performed by City on each County-owned vehicle - will be provided as backup to annual true-up of costs paid by County for ground services	Annually

Billing Assessments, Accounts Receivable, Aging, Collections, and Payor Type Reports by Patient ID # are available from City upon request.

EXHIBIT E

FY 2009 Travis County First Responder Training and Other Services

For FY 2009, County shall provide funding, in an amount not to exceed sixty-eight thousand dollars (\$68,000), for Travis County First Responder training and medical supplies. Travis County First Responders may elect to use this funding for training provided by the City of Austin, as outlined in this Exhibit E. Alternatively, Travis County First Responders may obtain any desired training or medical supplies from any other vendor that is approved in advance by the County EMS Manager. If medical supplies are provided by another vendor or if training provided by another vendor involves medical services, the medical supplies or training must also be approved in advance by the EMS Medical Director. If the Travis County First Responders elect to use the funds for supplies, the supplies shall be provided by Austin-Travis County EMS under the terms of this Exhibit.

City of Austin Training Fees for FY 2009

If Travis County First Responders elect to use any of these funds from the County to obtain training through Austin-Travis County EMS, the following course fees shall apply. If City adds courses that are consistent with the three types listed "Potential New Courses" and these courses are offered to County and County makes them available to Travis County First Responders, County agrees to reimburse City at the rates stated below.

City of Austin Course Name/Training Item		FY 2009 City of Austin Fee
CPR/AED Basic Training¹		
	Adult, Child and Infant CPR & Heimlich Double Rescuer (Healthcare Provider)	\$16 per student plus instructor costs
	Healthcare Provider Recertifications	\$5 per student plus instructor costs
CPR/AED Instructor Training¹		
	Instructor Certification (includes materials)	\$74 per student plus instructor costs
	Instructor Recertification	\$5 per student plus instructor costs
	TV/VCR Rental	\$20 per day
	Instructional Video Tape Rental	\$5 per day
	Manikin rental, adult model	\$9
	Manikin rental, child or infant model	\$7
	Automated External Defibrillator (AED) rental	\$25 per day
Internships with Austin-Travis County Paramedics		
	Paramedic-Intermediate	\$1.65 per hour

¹ Course material costs are set by the American Heart Association and are subject to change. Instructor costs will only be charged if the instructors are not A/TCEMS system providers. Instructor costs for CPR/AED Instructor Training to be calculated by following formula: # of instructors x # of course hours x \$15.00 x # of students.

City of Austin Course Name/Training Item		FY 2009 City of Austin Fee
Continuing Education/Basic Training		
	National Standards – Initial Course (includes ITLS)	\$130 per person
	National Standards – Recertification (includes ITLS)	\$75 per person
	Skills Testing for BLS and ALS	\$40 per person
	ACLS/ITLS/AMLS/PHTLS Instructor Course	\$100 per person
	Emergency Care Attendant (ECA) Course	\$335 per person
	Emergency Medical Technician-Basic (EMT-B) Course	\$575 per person
Course Materials & Supplies		
	ACLS Certification Cards	\$2.50 per card
	AMLS Certification Cards	\$15 per card
	AMLS Recertification Cards	\$10 per card
	ITLS Advanced Certification Certificates	\$17 per certificate
	ITLS Basic Certification Certificates	\$12 per certificate
	PALS Certification Cards	\$2.50 per card
	PHTLS Certification Cards	\$15 per card
	PHTLS Recertification Cards	\$10 per card
	Other National Standards Course Cards	\$10 per person
	ACLS Training Books	\$30 per book
	ITLS Training Books	\$52 per book
	AMLS Training Books	\$65 per book
	PALS Training Books	\$35 per book
	PHTLS Training Books	\$50 per book
	Other National Standards Training Books	\$45 per book
Advanced EMS Training		
	Rope Operations	\$315 per person
	Rope Technician	\$225 per person
	12 Lead EKG Class (8 hr)	\$60 per person
	Vehicle Extrication Course	\$75 per person
	Hazardous Materials for EMS Course	\$120 per person
	ICS/MCI Course	\$60 per person
	Swiftwater Operations	\$315 per person
	Swiftwater Technician	\$225 per person
	Emergency Vehicle Operator's Course	\$230 per person
	Search and Rescue Fundamentals Course	\$250 per person
	Certified Instructor/Coordinator Fee (if no per person fee is charged) – for courses that may be developed by City	\$25 per hour
Potential New Courses		
	Classroom Training – clinical subject matter	\$27.50 per hour, per instructor
	Lab or Mobile scenario training – clinical subject matter	\$ 27.50 per hour, per instructor (minimum of 2 instructors)
	Skills specific training – basic or advanced clinical subject matter	\$27.50 per hour, per instructor

Payments by County for Travis County First Responder Training Charges

The City shall invoice County quarterly for Travis County First Responder training services provided under this Exhibit E. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for services provided to Travis County First Responders, not to exceed the combined total of sixty-eight thousand dollars (\$68,000) for both training and medical supplies provided to Travis County First Responders. County shall pay the amounts invoiced within thirty (30) business days after receipt of each invoice. The training invoices shall include the course title, date, location, the names and agencies of all Travis County First Responders in each course, a copy of the certificate of completion for each First Responder named, and the total cost of all training services for the quarter incurred by the City for providing training to Travis County First Responders.

FY 2009 Medical Supplies for Travis County First Responders

For FY 2009, City shall continue to provide medical supplies to Travis County First Responders to the extent that medical supplies are requested by Travis County First Responders, funding is approved by Commissioners Court, and funding is available from the County for reimbursement of the City's actual supply costs. Supplies shall be provided from the Travis County First Responder Medical Supply List approved by the Medical Director and in accordance with Austin-Travis County EMS Clinical Operating Guidelines. This list may be updated periodically by the Medical Director as needed.

Payments by County for Travis County First Responder Supply Charges

The City shall invoice County quarterly for Travis County First Responder medical supplies provided under this Exhibit E. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for supplies provided to Travis County First Responders not to exceed the combined total of sixty-eight thousand dollars (\$68,000), for both training and medical supplies provided to Travis County First Responders. County shall pay the amounts invoiced within thirty business days after receipt of each invoice. The invoice for supplies provided to Travis County First Responders shall include the date supplies are provided, the description and quantity of medical supplies provided, the Travis County First Responders to whom the supplies are provided, the per unit cost of each item supplied, the total cost per item, and the total cost of all medical supplies provided. Upon request, City shall provide County with documentation for unit costs of medical supplies either through actual invoices or with a copy of the current City contract that states the unit price of the item supplied as sufficient documentation for payment of supply invoices.

Insufficient Documentation for First Responder Fees

No later than thirty one (31) days after receipt of an invoice described in this Exhibit E, the County EMS Manager shall notify the EMS Director in writing when the invoice appears insufficient or incorrect. If County notifies City that any invoice described in this Exhibit E is incorrect or lacks sufficient information, City shall provide a corrected invoice, if the original is in fact incorrect, or any additional information in its possession concerning expenses within fifteen (15) days and the County shall submit payment within thirty one (31) days of the receipt of such additional invoice or information.

Suspension of Training or Supply Services

In the event that the County does not pay City in a timely manner for either supplies or training services that the City has provided to Travis County First Responders under this Agreement, City may suspend

providing either or both training or supply services until it has been reimbursed in full by County. Training shall not be suspended for classes that are in progress.

EXHIBIT F

CITY OF AUSTIN THROUGH ITS EMERGENCY MEDICAL SERVICES DEPARTMENT AND

Organization Name

AUSTIN-TRAVIS COUNTY EMS SYSTEM FIRST RESPONDER ORGANIZATION AGREEMENT Effective through _____

City of Austin, through its Austin-Travis County Emergency Medical Services Department, an EMS provider licensed by the State of Texas (Provider), the Medical Director of the Austin-Travis County EMS system (Medical Director), and _____, a First Responder Organization (FRO), holding Licensure by the Texas Department of State Health Services (TDSHS) agree to the following:

- A. Only FRO personnel currently certified or licensed by the Texas Department of State Health Services, (or approved by the Medical Director) shall perform patient care when on the scene. All FRO personnel shall be identified by at least the following: agency affiliation, name of individual, and level of credential. System Credentialing Badges must be worn or available for display by FRO personnel providing direct patient care/procedures that require Medical Direction as defined by the Clinical Operating Guidelines (COGs).
- B. The Provider, the FRO, and the Medical Director shall work together to modify and maintain as necessary the unified patient care related protocols and procedures ("Clinical Operating Guidelines") and the minimal equipment list (included in the Clinical Operating Guidelines). FRO patient care shall be performed following the protocols and procedures approved by the Medical Director. FRO shall provide all medical equipment and supplies used in patient treatment unless provided for in other agreements.
- C. FRO shall respond according to unified system standards and protocols for EMS responses. This response will be predicated upon the type venue and availability of Credentialed Providers. Please circle the most appropriate response time parameter (s) as it relates to your FRO's mission. **A.** During normal business hours of operation. **B.** During specific planned event standby (s). **C.** On an "as called out" or "specifically requested" basis **D.** Twenty-four hours per day, seven days a week **E.** Other (attach schedule or explanation to this agreement).
- D. The FRO and Provider shall maintain a patient care reporting system that complies with a minimum data set designated by the Medical Director and listed in the COGs. A copy of the completed patient care reports shall be available to the Provider within five days of date of the incident (or immediately upon

- reasonable request). The FRO and Provider shall maintain copies of all patient reports for a time period compliant with all applicable federal and state requirements.
- E. The specific level of state certification or licensure of individuals involved in patient care shall be determined by the FRO, but shall be at a minimum an Emergency Care Attendant. The level of care provided by each individual shall be determined by the system credentialing requirements approved by the Medical Director. The Medical Director has the responsibility and authority to determine the credential levels of all individuals providing care within the Austin-Travis County EMS System.
 - F. The Provider, the FRO, and the Medical Director shall work together to develop, implement, and maintain the system-wide Performance Management (PM) Program. All parties agree to participate in a system-wide PM process including the execution of all necessary Memoranda of Understanding for the exchange of Health Insurance Portability and Accountability Act (HIPAA) protected information. All parties further agree to participate in the System error reporting guidelines included in the PM Program. Failure (Individually or Organizationally) to participate in the PM process may result in suspension of credentials to practice and/or FRO Agreement.
 - G. The Provider, the FRO and the Medical Director shall work together to modify and maintain as necessary the unified, response-related protocols and procedures, in compliance with the currently approved dispatch system.
 - H. The Provider, FRO, and Medical Director shall work together to modify and maintain unified on-scene, chain-of-command policies that affect patient care, in accordance with a national standard. Authority for medical aspects of decision-making is defined in the Clinical Operating Guidelines.
 - I. The FRO shall be authorized to cancel or alter en route EMS response units, following the Clinical Operating Guidelines.
 - J. Anytime FRO personnel are required to accompany the Provider in transporting the patient to the hospital they shall do so, if available.
 - K. All system participants shall comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements.
 - L. Individual providers and their respective Organizations are responsible to report any arrests of the provider involving alcohol, drugs or a felony directly to the Medical Director or his designee on or before the first business day after the arrest is made. Failure to do so may result in immediate suspension. Reporting the event to the TDSHS or BNE is the responsibility of the individual provider and must occur in accordance to specified Rules, with the appropriate form (s) and within the prescribed timelines.

M. The parties shall not be responsible for care rendered, training, accidents, injuries, exposures or any liability exclusively involving another party's personnel, equipment, supplies, or vehicles.

N. Any party, with a 30-day prior written notice to the other parties, may cancel this agreement.

This agreement shall expire on the expiration date of the Provider's Texas Department of State Health Services EMS Provider License, which is January 31, 2010.

First Responder Organization

Date

Service Director for Provider

Date

Medical Director

Date